



Advisory Neighborhood Commission 1C
PO Box 21009, NW, Washington, DC 20009
anc1c.org
Representing Adams Morgan

November 3, 2021

Amir Irani (1C01)

Celeste Carano (1C02)

Peter Wood (1C03)

Meghan Faulkner (1C04)

Vacant (1C05)

Benjamin Butz (1C06)

Jacob Faleschini (1C07)

Fiona Clem (1C08)

Donovan Anderson, Chair
ABC Board
2000 14th Street, NW, Suite 400
Washington, DC 20009
Sent by attachment to email to abra.legal@dc.gov

RE: Glory, LLC; ABRA-119052

Dear Chair Anderson:

At a duly-noticed public meeting held on 11/3/2021, with a quorum present, Advisory Neighborhood Commission 1C passed the attached settlement agreement with Glory LLC by a vote of 7-0-0.

Warm regards,

Amir Irani
Chairperson, ANC 1C

cc: Eddie Jones; juwannjones40@gmail.com
Hon. Fiona Clem, 1C08 Commissioner; 1c08@anc.dc.gov

**SETTLEMENT AGREEMENT CONCERNING ISSUANCE
OF A LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, made this 31st day of October, 2021, by and among Glory LLC, trading as Glory, (hereinafter “Applicant”), Advisory Neighborhood Commission 1C (hereinafter “ANC 1C”), the Kalorama Citizens Association (hereinafter “KCA”), and individual parties Nikolai Maljuznic, John L. Hargrove and _____, (collectively, the “Parties”), witnesseth:

Whereas, Applicant has applied for a Retailer’s Class “C” Restaurant license, to be located at 2406 18th Street, NW, license number ABRA-119052.

Whereas, the restaurant is located within the boundaries of ANC 1C and KCA.

Whereas, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address concerns of ANC 1C, KCA and the individual parties, and to include this Agreement as a formal condition of its application to the Alcoholic Beverage Regulation Administration (“ABRA”). ANC 1C, KCA and the individual parties will agree to the approval of such license provided that this Agreement is incorporated into the Alcoholic Beverage Control Board's order approving such application.

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Nature of Establishment

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections shall be offered to patrons. The kitchen shall be equipped with, at a minimum, a stove, sink, dishwasher and refrigerator, shall be staffed and maintained, open and operational, with food menu items available until at least one hour before closing. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them, at all times in accordance with the hours shown below in provision 2.

2. Hours of operation shall not exceed:

Inside:

Sunday through Thursday: 10 am - 12 midnight

Friday and Saturday: 10 am - 2 am

The parties agree that as of the date of execution of this agreement there is no Sidewalk Cafe at 2406 18th Street, NW.

The Parties agree that entry into the establishment by patrons shall be only through the floor-to-ceiling glass doors to the left in front of the building. Further, no patrons or restaurant staff shall be allowed entry to the stair-hall at the right of the building front that leads to the upstairs residential apartments at 2406 18th Street, NW.

3. Occupancy

The total occupancy load inside the establishment shall be 98 with a seating capacity of 98.

4. Entertainment

There shall be no live entertainment or cover charge at the establishment.

5. Noise

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

(a) To prevent emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code, section 25-725. Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

(b) Applicant agrees not to place outside in the public space, or private space controlled by the establishment, any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.

(c) Sound from inside will not be audible in residential housing units.

6. Trash/Garbage/Rodents

Applicant shall paint the name of the licensed establishment on all of its trash, recycling and grease containers and keep all such containers locked except when trash, recycling and/or grease are being added, or the containers are being cleaned by employees of the licensed establishment.

(a) Applicant shall maintain regular trash/garbage removal service with pickups each day of operation, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof containers, and shall see that container covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant shall eliminate food sources for rodents to help eliminate the rat population.

(b) Applicant agrees to segregate recyclables from trash and to recycle cardboard, plastic bottles, jars and other containers as well as glass bottles and other glass refuse. Recyclables will be kept inside overnight and put out the next day before 6 pm to avoid loud noise late at night.

(c) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will deposit grease or fatty oils only in a container designed for that purpose, and maintain the services of a grease removal company.

(d) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

7. Exterior including public space

(a) Applicant shall assist in the maintenance of the rear yard and alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

(b) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

8. Third Party Events

Applicant agrees to operate the establishment under the terms of its license and will not rent out or otherwise allow the establishment to be used by third parties for events where the owner/manager is not present and actively managing the business. Further, Applicant agrees to not use promoters in any connection with the establishment.

9. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub “crawls”, “tours”, or similar events.

10. Consideration of Neighbors

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 pm. to 8:00 am.

11. Modification

This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law. In the case of ANC 1C,

any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

12. Regulations

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC 1C or the KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

13. Availability of Settlement Agreement

Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

For Glory, LLC

By: Eddie Jones 10/31/21
Signature above Date

Eddie Jones Manager
Print name and title above

For Advisory Neighborhood Commission 1C

By: [Signature] 11/3/21
Signature above Date

Amir Irani, Chairperson
Print name and title above

For Kalorama Citizens Association

[Signature] 10-31-2021
Denis James, President Date

Individual Parties

[Signature] 11-1-2021
Nikolai Maljuzic Date

[Signature] 11-1-21
John L. Hargrove Date

Date