



1A ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Layla Bonnot
SMD 1A04 – Chris Hall
SMD 1A07 – Mukta Ghorpadey
SMD 1A10 – Rashida Brown

SMD 1A02 – Dieter Lehmann Morales
SMD 1A05 – Christine Miller
SMD 1A08 – Kent C. Boese
SMD 1A11 – Dotti Love Wade

SMD 1A03 – Carlo Perri
SMD 1A06 – Brandolon Barnett
SMD 1A09 – Michael Wray
SMD 1A12 – Vacant

SETTLEMENT AGREEMENT

THIS VOLUNTARY AGREEMENT “Agreement” is made on this 10 day of October 2022 by and between Lux-DC (“Applicant”) and the Advisory Neighborhood Commission 1A (“Protestant”) collectively, (“the Parties”).

WITNESSETH

WHEREAS, Applicant has applied for a Retailer’s Class “C” Tavern License for a business establishment ("Establishment") located at 3001 Georgia Avenue, N.W., Washington, D.C. ("Premises");

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant 's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Applicant will manage and operate a restaurant style establishment.
3. **Hours of Operation and Sales.** The Applicant 's hours of operation shall be as follows:

Sunday through Thursday 11:00 a.m. - 2:00 a.m.
Friday & Saturday 11:00 a.m. - 3:00 a.m.

The Applicant’s hours of operation and hours of alcoholic beverage sales, service and consumption inside of the premises shall be as follows:

Sunday through Thursday 11:00 a.m. - 2:00 a.m.
Friday & Saturday 11:00 a.m. - 3:00 a.m.

The Applicant's hours of operation and hours of alcoholic beverage sales, service and consumption outside of the premises shall be as follows:

Sunday through Thursday 11:00 a.m. - 11:00 p.m.

Friday & Saturday 11:00 a.m. - 12:00 a.m.

The Applicant's hours of live entertainment inside of the premises shall be as follows:

Sunday through Thursday 6:00 p.m. - 1:00 a.m.

Friday & Saturday 6:00 p.m. - 2:00 a.m.

The Applicant's hours of alcoholic beverage sales for carry-out and delivery shall be as follows:

Sunday through Saturday 6:00 p.m. - 1:00 a.m.

4. Floors Utilized and Occupancy. The Applicant will operate its Establishment on the ground floor of the building and summer garden. The Applicant will also operate its Establishment on the ground floor of the building connected to this establishment. The Establishment will have no more patrons than permissible by DC Code and Fire regulations.

5. Noise, Entertainment and Privacy:

- a. Applicant will strictly comply with D.C. Official Code § 25-725. Applicant agrees to implement sound suppression measures that will mitigate any noise from this Establishment and summer garden that impacts abutting residential properties that may be heard within those surrounding homes. Notwithstanding coronavirus (COVID-19) standards required by the Government of the District of Columbia, the Applicant agrees to keep its doors and windows closed when live music is being played at the Establishment or other entertainment where an amplifier is in use. If necessary, the Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry and exit doors.
- b. Applicant may offer entertainment for patrons only with an entertainment endorsement and may have recorded or background music with small speakers and no amplifier or disc jockey or DJ without an entertainment endorsement. "Entertainment" means live music or any other live performance by an actual person, including live bands, poetry readings and disc jockeys. The term "entertainment" shall not include the operation of a juke box, a television, a radio or other prerecording music.
- c. Applicant shall configure any and all speaker systems such as to minimize sound from being heard outside the Premises.
- d. Applicant agrees to post notices notifying patrons and employees to be respectful of the residential area: No littering, no loitering and no excessive noise.

6. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb and abutting public spaces and alley clean and free of litter, bottles and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently during operating hours to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure the area around the dumpster is kept clean at all times and the dumpster is placed such as it does not encroach on abutting property owners and so that no garbage is placed on the abutting property.

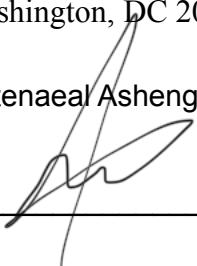
7. Rats and Vermin Control. The Applicant shall provide rat and vermin control for its property. Applicant shall proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and area around the Premises properly cleaned at the end of each night to ensure that there is no garbage and odor present the following morning.

8. License Ownership and Compliance with ABRA Regulations. Applicant promises to Protestants that it shall abide by all ABRA regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that the Protestants shall have standing to ask the ABC Board to enforce any violations of the Agreement.

9. Notice and Opportunity to Cure. In the event that any of the Parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach and diligently pursues such cure) then such failure shall constitute a cause for the ANC to file a complaint with the ABRA Board pursuant to D.C. Official Code § 25-447 and 25-446(e). Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, returned receipt requested, postage prepaid, or hand delivered, to the other parties pursuant to this Agreement at the following addresses. Notice shall be deemed given at the time of the receipt or refusal of the receipt:

If to Applicant
Lux DC Bar & Lounge
3001 Georgia Avenue, NW
Washington, DC 20010

Natanaeal Ashengo



If to Applicant:
Advisory Neighborhood Commission 1A
3400 11th St, NW, Suite 200
Washington, DC 20010

Rashida Brown
Rashida Brown
Commissioner, Single Member District
1A10
Advisory Neighborhood Commission 1A
District of Columbia Government

Failure to give notice shall not constitute a waiver or acquiesce to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

Certification:

After providing sufficient notice for and with a quorum of 9 present at its October 12, 2022, meeting, Advisory Neighborhood Commission 1A voted, with 9 Yeas, 0 Nos and 0 Abstentions, to adopt the above resolution.



Michael Wray
Chairperson, ANC 1A



Mukta Ghorpadey
Secretary, ANC 1A