

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)
)
N Street Dining, Inc.)
t/a Lazy Kate's Bistro)
)
Applicant for a New)
Retailer's Class CR License)
)
at premises)
2300 N Street, NW)
Washington, D.C. 20037)
)

Case No.: 19-PRO-00016
License No.: ABRA-112314
Order No.: 2019-153

N Street Dining, Inc., t/a Lazy Kate's Bistro (Applicant)

William Kennedy Smith, Chairperson, Advisory Neighborhood Commission (ANC) 2A

Julianne E. Dymowski, Esq., on behalf of A Group of Five or More Individuals

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

**ORDER ON SETTLEMENT AGREEMENT AND DISMISSAL OF
A GROUP OF FIVE OR MORE INDIVIDUALS' PROTEST**

The Application filed by N Street Dining, Inc., t/a Lazy Kate's Bistro (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on March 25, 2019, in accordance with D.C. Official Code § 25-601 (2001). At the hearing, the Board's agent granted standing to the Group of Five or More Individuals.

The official records of the Board reflect that prior to the Roll Call Hearing, the Applicant and ANC 2A entered into a Settlement Agreement (Agreement), dated March 5, 2019, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson William Kennedy Smith, on behalf of ANC 2A, are signatories to the Agreement.

In addition, the Board dismissed the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

Accordingly, it is this 27th day of March, 2019, **ORDERED** that:

1. The Application filed by N Street Dining, Inc., t/a Lazy Kate's Bistro, for a new Retailer's Class CR License, located at 2300 N Street, NW, Washington, D.C., is **GRANTED**;
2. The above-referenced Settlement Agreement submitted by the Applicant and ANC 2A to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
3. The Protest of the Group of Five or More Individuals is **DISMISSED**; and
4. Copies of this Order shall be sent to the Applicant, ANC 2A, and Julianne E. Dymowski, Esq., on behalf of the Group of Five or More Individuals

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson

Nick Alberti, Member



Mike Silverstein, Member



James Short, Member

Bobby Cato, Member

Rema Wahabzadah, Member

Pursuant to D.C. Official Code § 25-433(d)(1), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

SETTLEMENT AGREEMENT

This Settlement Agreement is made on this 5th day of March 2019, by and between Street Dining, Inc. t/a Lazy Kate's Bistro (the "Applicant") and Advisory Neighborhood Commission 2A (the "ANC") (collectively, the "Parties").

WITNESSETH

WHEREAS, the Applicant's application for a Retailer's Class C Alcoholic Beverage Control (ABC) license for premises 2300 N Street, N.W., Washington, D.C., 20037 (the "Premises") is pending before the District of Columbia ABC Board; and,

WHEREAS, said premises is within the jurisdictional boundaries of the ANC; and,

WHEREAS, the Parties desire to enter into this Settlement Agreement in order to reflect their understandings regarding certain aspects of the Applicant's operations;

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

1. Maximum Seating

Seating and total occupant load on the summer garden shall not exceed ninety-eight (98) or any lesser number as indicated on the certificate of occupancy. The total occupant load on the summer garden facing N St, NW shall not exceed 64 seats. The total occupant load on the summer garden facing 24th St, NW shall not exceed 34 seats.

Seating within the interior of the premises shall not exceed one hundred (100) or any lesser number as indicated on the certificate of occupancy.

2. Operational Plan

The hours of operation and sale of alcoholic beverages shall not exceed the hours as follows, and Applicant agrees to modify its hours to reflect this operational plan:

Interior Premises Hours of Operation and Alcohol Sales:

	Operation	Sales	Entertainment
Sunday	8 am - 2 am	8 am - 2 am	12 pm - 11 pm
Monday	7 am - 2 am	8 am - 2 am	12 pm - 11 pm
Tuesday	7 am - 2 am	8 am - 2 am	12 pm - 11 pm
Wednesday	7 am - 2 am	8 am - 2 am	12 pm - 11 pm
Thursday	7 am - 2 am	8 am - 2 am	12 pm - 11 pm
Friday	7 am - 2 am	8 am - 2 am	12 pm - 11 pm
Saturday	8 am - 2 am	8 am - 2 am	12 pm - 11 pm

Summer Garden Hours of Operation and Alcohol Sales:

	Operation	Sales
Sunday	9 am - 11 pm	9 am - 11 pm
Monday	8 am - 11 pm	8 am - 11 pm
Tuesday	8 am - 11 pm	8 am - 11 pm
Wednesday	8 am - 11 pm	8 am - 11 pm
Thursday	8 am - 11 pm	8 am - 11 pm
Friday	8 am - 11 pm	8 am - 11 pm
Saturday	9 am - 11 pm	9 am - 11 pm

3. Music & Entertainment and Noise Abatement

Applicant shall not offer entertainment, dancing, live or recorded music, or any other background music or amplification in the summer garden. Additionally, Applicant will post a sign reminding patrons to keep noise to a minimum when sitting in the summer garden.

Applicant agrees to limit the hours of interior live entertainment provided under its entertainment endorsement to 12 pm to 11 pm. Applicant also agrees to never charge a cover charge for events associated with its entertainment endorsement.

Nothing in this Agreement shall restrict the Applicant from applying to extend the inside premises entertainment hours listed above. If the Applicant desires to extend the entertainment hours listed above, Applicant may file an application with ABRA so long as the community receives proper notice. The Parties agree that an application to extend the entertainment hours is of great concern to the neighborhood. However, the ANC will not object to the Applicant/licensee applying for a one-day substantial change, for up to six times a year in accordance with District law, to allow it to provide entertainment and music in the inside of the restaurant until 2 am.

4. Summer Garden

At the end of service every night, the chairs and tables in the summer garden shall be secured as to inhibit use of the furniture after hours.

5. Licensee Point of Contact

The ANC acknowledges having received the contact information for the Applicant. Applicant will provide the ANC with information for directly contacting the staff at the Premises within 30 days of opening for business. Applicant will provide the Protestants with new contact information for successive staff if changes to the original contact information are made. The ANC is encouraged to contact the Applicant or staff members directly regarding complaints related to this Agreement including, but not limited to, complaints of noise.

6. Notice

Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicants: N Street Dining, Inc. t/a Lazy Kate's Bistro
2300 N St. N.W.
Washington, D.C. 20037
hakanilhan@aol.com

If to the ANC: William Kennedy Smith, Chairman (or applicable ANC 2A Chairman)
Advisory Neighborhood Commission 2A
c/o West End Library
2301 L St. N.W.
Washington, D.C. 20037
2A04@anc.dc.gov

With Copy to: Peter Sacco, Executive Director (or applicable ANC 2A Executive Director)
2A@anc.dc.gov

Any party may change its notice address or alert each other to successors of the above identified individuals by written notice to the others. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

7. Incorporation of Settlement Agreement

The Applicant acknowledges that the ANC is relying on the foregoing commitments. The ANC will withdraw its protest to Applicant's pending ABC license application upon approval of this Settlement Agreement by the ABC Board.

8. Execution in Counterpart

The parties acknowledge that this agreement may be executed in counterpart. Scanned copies of signatures to this agreement will be treated as originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

[SIGNATURES ON THE FOLLOWING PAGE]

N Street Dining, Inc.,
t/a Lazy Kate's Bistro



By: Hakan Dhan, President

ADVISORY NEIGHBORHOOD COMMISSION 2A



By: William Kennedy Smith, Chairman