

**THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

**In the Matter of:** )

Avenue Dining, Inc. )  
t/a Alara )

Application for a New )  
Retailer's Class CR License )

at premises )  
1303-1305 Wisconsin Avenue, NW )  
Washington, D.C. 20007 )

License No.: ABRA-125353

Order No.: 2023-494

Avenue Dining, Inc., t/a Alara, Applicant

Mimsy Lindner, Commissioner, Advisory Neighborhood Commission (ANC) 2E

Tara Sakraida Parker, President, The Citizens Association of Georgetown (CAG)

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Jeni Hansen, Member  
Edward S. Grandis, Member

---

**ORDER ON SETTLEMENT AGREEMENT**

---

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Avenue Dining, Inc., t/a Alara (Applicant), Applicant for a New Retailer's Class CR License, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated September 13, 2023, that governs the operations of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Mimsy Lindner, on behalf of ANC 2E; and Tara Sakraida Parker, on behalf of CAG; are signatories to the Agreement.

Accordingly, it is this 4th day of October 2023, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: 6c432b0629d5f05e42730030d1c2c28

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 5476c7723230e6d6c1c3326c2946c

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 256c31ca37be145d74575bc7217d20a

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 8217291c550644747c1550c2a41850

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5077bda7ff90040ec14a3eb52541ce5

Edward S. Grandis, 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 and Cannabis Administration, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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 BETWEEN AVENUE DINING INC.; ADVISORY  
NEIGHBORHOOD COMMISSION 2E; AND THE CITIZENS ASSOCIATION OF  
GEORGETOWN**

**THIS SETTLEMENT AGREEMENT** ("Agreement") is made on this 13th day of September 2023, by and between Avenue Dining Inc. t/a Alara ("Applicant"), Advisory Neighborhood Commission 2E ("ANC2E"), and The Citizens Association of Georgetown ("CAG"), also referred to collectively as the "Parties."

WHEREAS, Applicant has applied for a Retailer's Class C Restaurant ABC license (ABRA-125353) with Entertainment, Alcohol Carryout & Delivery, Holiday Extension, and Sreatory Endorsements ("License") encompassing the basement and the ground floor at 1303-1305 Wisconsin Ave., NW ("Premises");

WHEREAS, Parties wish to enter into this Settlement Agreement ("Agreement") pursuant to DC Official Code § 25-446 to address concerns related to peace, order, and quiet and to eliminate the need for a Protest Hearing regarding the License application;

WHEREAS, Parties request that the Alcoholic Beverage & Cannabis Board ("ABC Board") approve the Applicant's License application conditioned upon Applicant's compliance with the terms of this Agreement; and

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. **Occupancy.** The Premises' interior occupancy shall not exceed 199. Sreatory seating shall not exceed 40 patrons.
3. **Hours.**
  - a. The Hours of Operation and Hours of Alcoholic Beverage Sales, Service and Consumption for interior Premises shall be:
    - i. Sunday through Thursday, 8:00am – 1:30am; and
    - ii. Friday & Saturday, 8:00am – 2:30am.
  - b. The Hours of Entertainment shall be:
    - i. Sunday, 10:00am to 1:30am;
    - ii. Monday through Thursday, 12:00pm – 1:30am; and
    - iii. Friday, 12:00pm – 2:30am; and
    - iv. Saturday, 10:00am – 2:30am.
  - c. Exceptions to the stated hours shall be granted for:
    - i. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" Licensee may operate for one additional hour (that is, one hour later);
    - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Licensee may avail itself of such extended hours;
    - iii. On January 1 of each year Licensee may operate, sell, serve, and permit the consumption of alcoholic beverages until 4:00am; and

- iv. The Applicant may apply for a one-day substantial change in accordance with 23 DCMR § 100, without objection from ANC2E or CAG, to provide Entertainment on the interior premises until 2:30 am on days when the ABC Board or Council permits extended hours for licensees as described in 3(c)(ii) and on January 1 of each year.
    - d. The Hours of Operation and Hours of Sales, Service, and Consumption on the Streatory shall be: 8:00am – 12:00am.
- 4. **Noise.**
  - a. Applicant shall comply with D.C. Code § 25-725 and follow the noise level requirements set forth in Chapter 27 of Title 20 of the District of Columbia Municipal Regulations.
  - b. No glass bottles shall be disposed of between 10:00pm and 7:00am daily.
- 5. **Public Space & Trash.**
  - a. Applicant shall maintain the public space adjacent to and in front of the Premises in a clean and orderly manner. Applicant shall use sealable container(s) for trash, food waste, and recycling designed to prevent intrusion by rodents, vermin, and other pests. Applicant will dispose of all trash in the trash collection area located behind the Premises.
  - b. Applicant shall ensure that the area from where trash is picked up is clean and free of trash and other debris on the ground once the receptacles have been placed back inside the trash room.
  - c. Trash pick-up will not occur between the hours of 10:00pm and 7:00am.
  - d. The Streatory seating will be maintained in an orderly manner and routinely monitored for cleanliness.
- 6. **Parking and Deliveries.**
  - a. Applicant shall not accept deliveries from vendors between the hours of 10:00pm and 7:00am.
  - b. Applicant shall not knowingly accept deliveries from vendors parked illegally.
  - c. Applicant shall not knowingly provide orders to third-party delivery drivers or patrons who are parked illegally. Applicant shall not provide carryout or delivery food orders to patrons or third-party delivery services through the rear exits of the establishment.
- 7. **Cleaning & Pest Control.** Applicant shall maintain a contract with a professional, licensed cleaning company to provide routine cleaning of the Premises. Applicant will maintain a contract with a professional, licensed pest control company to provide routine, and as needed, control of pests and vermin at the Premises.
- 8. **Promoters & Private Events.** No third-party promoters will conduct business on the Premises and no cover charge shall be collected to enter the Premises. "Third-party promoter" does not include individuals hosting private events or individuals accepting donations on behalf of or in partnership with charitable organizations on the Premises.
- 9. **Notice & 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 condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within ten (10) days of such notice. If a Party fails to cure within the ten (10) day period (or, with respect to a breach which reasonably requires more than ten (10) days to cure, fails to commence

cure of such breach within ten (10) days diligently pursue such cure) failure shall constitute a cause for filing a complaint with the ABC Board.

Any notice which may be given hereunder shall be deemed to have been given if sent by mail or e-mail to the following:

If to Licensee: Avenue Dining Inc.  
1303 Wisconsin Ave., NW  
Washington, DC 20007  
Attn: Hakan Ilhan, Director  
halanilhan@aol.com

If to ANC 2E: Advisory Neighborhood Commission 2E  
Attention: Mimsy Lindner, SMD 2E05  
3265 S Street, NW  
Washington, DC 20007  
2E05@anc.dc.gov

If to CAG: Citizens Association of Georgetown  
Attention: Tara Sakraida Parker, President  
1365 Wisconsin Avenue, NW  
Washington, DC 20007  
CAGMail@cagtown.com

- 10. Binding Effect.** The Agreement shall be binding and enforceable against the Applicant and successors of Applicant.
- 11. No Protest.** Upon execution of this Agreement by the Parties and its approval by the ABC Board, and in reliance thereupon, the ANC and CAG shall refrain from filing a protest against the Applicant's License application.

*[signatures on the following page]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

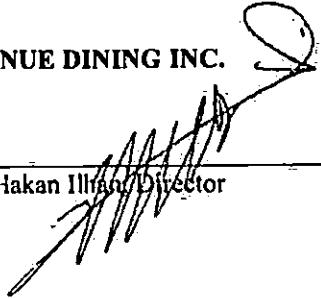
**ADVISORY NEIGHBORHOOD COMMISSION 2E**

By: Mimsy Lindner Date: 9/26/2023  
Mimsy Lindner, ANC 2E05

**THE CITIZENS ASSOCIATION OF GEORGETOWN**

By: Tara Sakraida Date: September 29, 2023  
Tara Sakraida Parker, President

**AVENUE DINING INC.**

By:  Date: 9/13/2023  
Hakan Illhan, Director