

**Government of the District of Columbia  
ADVISORY NEIGHBORHOOD COMMISSION 3F**

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**SETTLEMENT AGREEMENT**

Made this 21st day of June, 2016, by and between RTI+, Inc. T/A Il Tesoro (the "Applicant") and Advisory Neighborhood Commission 3F (the "ANC" or "ANC 3F"),

**WITNESSETH**

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control ("ABC") Board is Applicant's application for renewal of a Retailer's Class "CR" liquor license for the premises known as Tesoro Restaurant, 4400 Connecticut Avenue, NW (the "Establishment"), License Number ABRA-060244; and

WHEREAS, both Applicant and the ANC (the "parties") desire to enter into a Settlement Agreement commemorating certain understandings regarding Applicant's operating plans; and

WHEREAS, in consideration of the premises recited, and the mutual covenants and promises set forth below;

***General***

1. Applicant shall manage and operate a *bona fide* restaurant at the Establishment with an emphasis on food.
2. According to the Certificate of Occupancy, the restaurant shall have a maximum of 99 seats for the exclusive use of dining patrons. The restaurant shall have a maximum of 75 seats indoor and a sidewalk cafe with a maximum of 24 seats. The bar area will have seats for the primary use of patrons waiting for dining service.
3. The Applicant agrees that the hours of operation at the Establishment will begin no earlier and end no later than the following hours and, as applicable, be based on the tenant's lease agreement with the building's landlord:

	<u>Inside</u>	<u>Sidewalk Cafe</u>
Sunday - Thursday	7:00 a.m. - 2:00 a.m.	7:00 a.m. - 12:00 a.m.
Friday - Saturday	7:00 a.m. - 2:00 a.m.	7:00 a.m. - 12:00 a.m.

4. An ABC-licensed manager, conversant with all aspects of this agreement, shall be on site at the Establishment during all posted hours of operation.

#### ***Hours and Conditions of Alcohol Sales***

5. Applicant's hours of sale, service, or consumption of alcoholic beverages will be entirely within the Establishment's posted hours of operation.
6. Alcoholic beverages will be served primarily in conjunction with full meal service. Patrons shall be able to purchase full meal service from the Applicant until one (1) hour before the posted closing times inside and outside the restaurant premises.
7. Applicant will not provide take-out alcoholic beverages.

#### ***Take-out / Delivery Service***

8. Applicant may provide take-out and delivery food service to patrons within a reasonable driving radius. Applicant's delivery vehicles will not impede travel lanes and public parking on the public streets and alleys around the Establishment.

#### ***Music / Entertainment***

9. Applicant shall not install or utilize any video games in the Establishment.
10. Applicant may present live or recorded music inside the Establishment during the posted hours of operation and to accompany dining, provided that no doors to the exterior of the restaurant shall be propped open at any time when music is being played in the restaurant.
11. Applicant may also present music outside the Establishment during the posted hours of operation of the sidewalk cafe and to accompany dining, provided that the noise level shall conform at all times to the District's Noise Ordinance regulations of D.C. Code 25-275 and 20 DCMR 2700, *et. seq.*
12. In all cases, Applicant will extend best efforts to prevent music from the restaurant's premises, inside and outside, from becoming an unreasonable disturbance to occupants in adjacent buildings and surrounding premises.

#### ***Advertising***

13. Applicant shall be prohibited from displaying any advertising banners, neon signs, or outside signage other than the sign permitted by zoning above the Establishment. Applicant shall

post no signs in public space or outside the restaurant advertising liquor sales, happy hours, or the like.

***Public Spaces***

14. Applicant shall care for the areas of public space that border the Establishment on all sides, including collection of loose trash and garbage and prompt removal of snow and ice.
15. Applicant shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Any alleged violations left uncorrected may be referred by ANC 3F to the appropriate agency.
16. Applicant shall have the restaurant and surrounding area properly cleaned at the end of each night to ensure there is no garbage or odor. Applicant shall respect the surrounding residential buildings and limit noise after closing hours when disposing of trash and bottles in receptacles, and ensure that trash receptacles remain closed and free of vermin at all times.
17. Applicant shall schedule garbage collection, hood cleaning, and any other activity that causes a noise disturbance at the frontage and/or in the alley behind the Establishment only between 9:00 a.m. and 9:00 p.m., or in accordance with the relevant building lease agreement for any form of garbage collection and noise disturbance activity.

***Breach of Agreement / Notifications***

18. Applicant shall comply with District of Columbia Official Code Title 25 and District of Columbia Municipal Regulations Title 23 as they apply to the establishment and the laws and regulations of the District of Columbia in the operation of this Establishment.
19. The Parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute grounds for ANC 3F to file complaint with the ABC Board in accordance with DC Official Code 25-447.

In consideration of and in reliance upon the commitments reflected in items 1 through 19 above, ANC 3F will advise the ABC Board that it does not oppose Applicant's pending application for a Retailer Class "CR" license.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first written above.

**APPLICANT**

Signature: Ignacio Bonanni

Name: Ignacio Bonanni

Title: owner/CHX

**ANC 3F**

Signature: Malachy Nugent

Name: MALACHY NUGENT

Title: Chairman