

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

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In the Matter of:)	
)	
Kat, LLC)	
t/a Cloud Restaurant & Lounge)	
)	
Application for Substantial Change)	
(Increase the Occupancy))	Case No. 14-PRO-00048
to a Retailer's Class CT License)	License No. ABRA-093572
)	Order No. 2014-381
at premises)	
1919 9 th Street, N.W.)	
Washington, D.C. 20001)	
<hr/>)	

Kat, LLC, t/a Cloud Restaurant & Lounge (Applicant)

James A. Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 1B**

The Application filed by Kat, LLC, t/a Cloud Restaurant & Lounge, for a Substantial Change to increase its occupancy, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on July 7, 2014, and a Protest Status Hearing on July 30, 2014, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 1B entered into a Settlement Agreement (Agreement), dated September 15, 2014, 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 James A. Turner, on behalf of ANC 1B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1B of this Application.

Accordingly, it is this 22nd day of October, 2014, **ORDERED** that:

1. The Application filed by Kat, LLC, t/a Cloud Restaurant & Lounge, for a Substantial Change to increase its occupancy, to its Retailer's Class CT License, located at 1919 9th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **DISMISSED**;
3. 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, except for the following modifications:

Section 2 – (Hours of Operation) – The following sentence shall be modified to read as follows: “Applicant may not extend its hours without amendment of this Agreement or prior Board approval.”

Section 7 (Rats and Vermin Control) – The following sentence shall be removed: “At the present time, the intended pest control company shall be Conquest Pest Control.”

Section 7 – The following sentence shall be modified to read as follows: “Applicant shall provide proof of its rat and vermin control contract upon request of the ABC Board.”

Section 9 (License Ownership) – The following sentence shall be removed: “Applicant also agrees to be the sole owner of the ABC license and agrees not to transfer or sell to any other entity before obtaining approval from the ABC Board.”

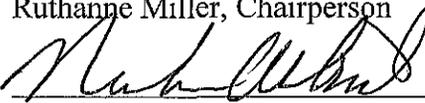
Section 12 (Notices) – The following sentence shall be modified to read as follows: “A material violation of this Agreement or its ABC license by Applicant, which has not been corrected after such thirty (30) days notice, shall constitute a cause for filing a complaint with the ABC Board.”

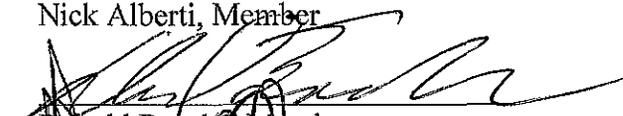
The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 1B.

District of Columbia
Alcoholic Beverage Control Board

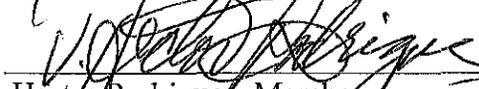

Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 15 day of September 2014, by and between KAT, LLC d/b/a Cloud Lounge ("Applicant") AND Advisory Neighborhood Commission 1B ("ANC 1B").

WITNESSETH

WHEREAS, Applicant has applied for a substantial change to applicant's retailers license for the premises at 1919 9 Street, N.W., Washington, D.C.;

WHEREAS, the Community, is considering support of Applicant's license; and

WHEREAS, the Applicant has agreed to enter into this Agreement with the ANC 1B to request the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's application, conditioned upon Applicant's compliance with the terms of this written Agreement.

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. Hours of Operation. The Applicant's hours of operation shall be as follows:

Sunday - Saturday 11:00 a.m. to no later than 6:00 a.m.

Applicant may not extend its hours without amendment of this Agreement. Up until one (1) hour before closing, Applicant's kitchen facilities shall remain open with food service.

3. Alley Access. Applicant recognizes that the public alley in the rear of the establishment running between the 1900 Blocks of 9th Street and 8th Street NW ("public alley") is particularly active and its accessibility is necessary for the ingress and egress of residents. Applicant shall not impede access to the public alley. Applicant shall not permit its employees to park in the public alley and shall instruct its suppliers to not block access to the public alley during deliveries. Applicant shall not permit its patrons to enter or exit the establishment from the alley.

4. Public Space and Trash. Applicant is aware that illegal dumping in the public alley is an ongoing concern of its neighbors and that Applicant's trash practices, if not consistently diligent, may have the effect of encouraging such dumping. Applicant agrees to maintain a dumpster in the rear of the building in the public alley and to contract with a commercial trash hauler for pickup at least twice per week. Applicant shall take whatever actions necessary to ensure that its dumpster does not overflow, including, but not limited to, scheduling additional trash pickups, if necessary. Applicant agrees to maintain such dumpster in a locked and completely closed position, and to ensure all trash is placed inside the dumpster. Trash and recyclable material shall not be deposited into the outside dumpster or other exterior holding facilities between the hours of 11 :00 p.m. and 8:30 a.m. Applicant shall require its trash and recycling contractors to pick up trash and materials, and schedule its deliveries, not before 9:00 a.m. Applicant shall also police the public alley and sidewalk (up to and including the curb) two times daily for refuse and other materials and maintain a clean, tidy and professional presence in these areas. Applicant shall not install exterior public pay telephones.

5. Noise and Privacy. Applicant shall make architectural improvements to the property and take all necessary actions to ensure that music, noise, and vibrations from the establishment are not audible from within the adjacent residential properties. Applicant will also take all necessary steps to ensure that the music, noise, and vibrations are not disruptive to the adjacent residential property owners' reasonable use of outdoor areas of their property. Should any sound, noise, or music be heard in any premises other than the licensed establishment, Applicant will take immediate remedial action. If necessary, Applicant will take reasonable steps to reduce noise emanating from the establishment from the opening of the entry and exit doors. Applicant shall keep the front window of the premises closed after 8 pm.

6. Dancing- Music and Entertainment. Applicant may offer, create facilities for, or permit dancing by patrons or employees. Applicant may have DJs or live entertainment, but also may have recorded music. Applicant shall keep all types of music at a level that is inaudible from outside the establishment.

7. Rats and Vermin Control. The Applicant shall provide rat and vermin control surrounding the dumpster area by providing outside traps and baiting. At the present time, the intended pest control company shall be Conquest Pest Control. Applicant shall provide proof of its rat and vermin control contract upon request of the ANC 1B.

8. Security. Applicant shall post a number of employees sufficient to control unruly patrons, whether inside or in the immediate outside area. Further, these employees, aided by signage at the entrance, will instruct patrons that they are within a residential neighborhood and ask them upon leaving to leave quietly. Applicant shall also install a security camera both in the front entrance of the premise and the rear.

9. License Ownership. Applicant agrees to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license. Applicant also agrees to be the sole owner of the ABC license and agrees not to transfer or sell to any other entity before obtaining approval from the ABC Board.

10. Binding Effect. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant.

11. Informal Dispute Resolution. In the case that the ANC Commissioner or an individual resident has a concern regarding the operation of the business, they are urged to contact the Applicant's Manager at (703) 629-0952 or e-mail tkiflu@yahoo.com prior to involving the ANC,

District of Columbia agencies or officials, or law enforcement agencies, or instituting proceedings under paragraph 15 of this agreement.

12. Notices. In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within thirty (30) days thereafter before action against Applicant based on such violation may be undertaken. A material violation of this Agreement or its ABC license by Applicant, which has not been corrected after such *thirty (30)* days notice, shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement. Notice is deemed to be received upon mailing. Notice is to be given as follows:

1. If to Applicant, to:
Tesfit Kiflu, Managing Member
KAT, LLC
1919 9th Street, N.W.
Washington, D.C. 20001

With a copy to:
Tesfit Kiflu
5806 Huron Pl
Alexandria, VA 22310

2. If to ANC 1B, to:
Advisory Neighborhood Commission 1B

Applicant may change the notice address listed above by written notice to the other signatories at the addresses listed above. 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 Alcoholic Beverage Control Board.

13. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.

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

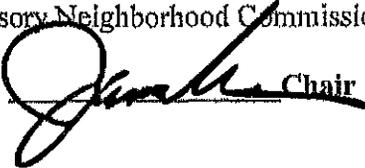
APPLICANT:

Kat, LLC d/b/a Cloud Lounge

By: Tesfit Kiflu, Managing Member

THE COMMUNITY:

Advisory Neighborhood Commission 1B

BY:  Chair

* ADVISORY NEIGHBORHOOD COMMISSION 1B
Government of the District of Columbia

With a copy to:
Tesfit Kiflu
5806 Huron Pl
Alexandria, VA 22310

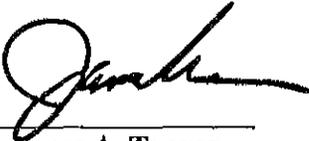
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Advisory Neighborhood Commission 1B

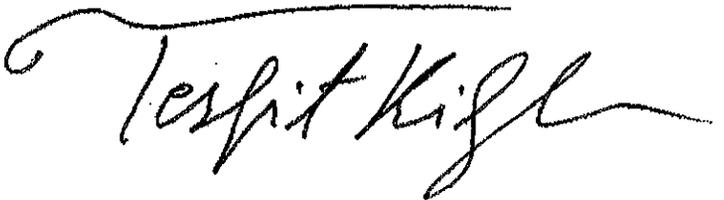
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APPLICANT:
Kat, LLC d/b/a Cloud Lounge
By: Tesfit Kiflu, Managing Member
THE COMMUNITY:
Advisory Neighborhood Commission 1B

BY: 
James A. Turner
Chair ANC 1B, Commissioner 1B09



* ADVISORY NEIGHBORHOOD COMMISSION 1B
Government of the District of Columbia