

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

In the Matter of:)
)
Harvest 99, Inc.)
t/a Izumi)
)
Applicant for a New)
Retailer’s Class CR License)
)
at premises)
1832 Columbia Road, NW)
Washington, D.C. 20009)
)

License No.: ABRA-127660
Order No.: 2024-204

Harvest 99, Inc., t/a Izumi, Applicant

Denis James, President, Kalorama Citizens Association (KCA)

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Harvest 99, Inc., t/a Izumi (Applicant), Applicant for a New Retailer’s Class CR License, and KCA have entered into a Settlement Agreement (Agreement), dated March 29, 2024, 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 and Denis James, on behalf of KCA, are signatories to the Agreement.

Accordingly, it is this 24th day of April 2024, **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, except for the following modification:

Section 11 (Modification) – The following language shall be removed: “In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.”

The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: ac43cb8689d5f69e4e730069d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 547ae373f820de6ac8d1b332d2049ec

James Short, Member



Silas Grant, Jr., Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 14th 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 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 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 CONCERNING ISSUANCE
OF A NEW LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, made this 29th day of March, 2024, by and among Harvest 99, Inc., t/a Izumi (hereinafter “Applicant”), and the Kalorama Citizens Association (hereinafter “KCA”), (collectively, the “Parties”), witnesseth:

Whereas, Applicant has applied for a new Retailer’s Class “C” Restaurant license (CR-01), to be located at 1832 Columbia Road, NW, license number ABRA-127660.

Whereas, the restaurant is located within the boundaries of the KCA.

Whereas, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address concerns of the KCA and to include this Agreement as a formal condition of its application to the Alcoholic Beverage Regulation Administration (“ABRA”). KCA agrees to the approval of such license provided that this Agreement is incorporated into the Alcoholic Beverage Control Board's order approving such application.

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Nature of Establishment

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections shall be offered to patrons. The kitchen shall be staffed and maintained, open and operational, with food menu items available during all hours of operation. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them.

2. Hours of operation shall not exceed:

Inside: Sunday-Thursday: 11:00 am - 10:00 pm, Friday & Saturday:11:00 am - 10:30 pm

Summer Garden: Sunday-Thursday:11:00 am-10:00 pm; Friday & Saturday:11:00 am-10:30 pm

3. Occupancy: Customer seating at the establishment shall be only on the first floor front, inside, and the front Summer Garden (outside).

Inside occupancy shall be 49.

Occupancy for the Summer Garden at sidewalk level in front of the establishment shall be 20.

Total Occupancy load for the establishment is 74.

3. a.) Carry-out and delivery: Applicant has applied for a carry-out and delivery endorsement to allow delivery of beer, wine, or spirits in closed containers, along with at least one prepared food item within the District of Columbia.

If the order is being delivered by an employee of Applicant, said employee shall be at least 18 years old and will deliver only to persons 21 years of age or older. Applicant may use third party delivery services to fulfill such orders. Applicant is encouraged to remind the third-party deliverer to check IDs at the time of delivery for orders that include alcoholic beverages. Hours for such deliveries shall be: Sunday-Thursday: 10 am-10 pm; Friday & Saturday: 10 am-10:30 pm. Applicant agrees to not sell carry-out alcoholic beverages to patrons who have been consuming alcohol at the establishment as they depart.

4. Noise. Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

(a) To prevent emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code, section 25-725. Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

(b) Applicant agrees not to place outside in the public space Sidewalk Cafe or in a Streatery, should the Applicant be granted one, any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound to the outside.

(c) Sound from inside will not be audible in residential housing units.

(d) The entry doors shall never be propped open during hours of operation.

5. Trash/Garbage/Rodents

Applicant agrees to paint the establishment name on their trash, recycling and grease containers.

(a) Applicant shall maintain at least four days per week of regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof containers, and shall see that container covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant shall eliminate food sources for rodents to help eliminate the rat population.

(b) Applicant agrees to segregate recyclables from trash and to recycle cardboard, plastic bottles, jars and other containers as well as glass bottles and other glass refuse. Recyclables will be kept inside overnight and put out the next day before 6 pm to avoid loud noise late at night.

(c) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will deposit grease or fatty oils only in a container designed for that purpose, and maintain the services of a grease removal company.

(d) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

7. Exterior including public space

(a) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

(b) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

8. Third Party Events. Applicant agrees to operate the establishment under the terms of its license and will not rent out or otherwise allow the establishment to be used by third parties for events where the owner/manager is not present and actively managing the business. Further, Applicant agrees to not use promoters in any connection with the establishment.

9. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub “crawls”, “tours”, or similar events.

10. Consideration of Neighbors. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 pm. to 8:00 am.

11. Modification. This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

12. Regulations. In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude the KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

13. Availability of Settlement Agreement. Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

For Harvest 99, Inc.

For Kalorama Citizens Association

By: Justin Lin 3/29/2024
Signature above Date

By: Denis James March 29, 2024
Denis James, President Date

Justin Lin, Owner
Print name and title above