

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

<hr/>		
In the Matter of:)	
)	
Residents GT, LLC)	
t/a Residents)	
)	Case No.: 23-PRO-00079
Applicant for a New)	License No.: ABRA-125681
Retailer's Class CR License)	Order No.: 2023-549
)	
at premises)	
3000 K Street, NW)	
Washington, D.C. 20007)	
<hr/>)	

Residents GT, LLC, t/a Residents, Applicant

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

Tara Sakraida, President, 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 AND
WITHDRAWAL OF ANC 2E'S PROTEST**

The Application filed by Residents GT, LLC, t/a Residents (Applicant), for a new Retailer's Class CR License, was protested by ANC 2E.

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated October 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, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2E.

Accordingly, it is this 1st day of November 2023, **ORDERED** that:

1. The Application filed by Residents GT, LLC, t/a Residents, for a new Retailer's Class CR License, located at 3000 K Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2E in this matter is hereby **WITHDRAWN**;
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; and
4. 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: 6c432b1612045f00e42720003d1c0c09

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 5470c373522d66ac8e1b3329d2240cc

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 200d210e4d1e1e04774c5750c7917d20a

Bobby Cato, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172091c5508447491b5c9c2b41879

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f09f0040ec14edeb52541ce5

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 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 (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 (“Agreement” made on this 13th day of October 2023, by and between _ t/a Residents GT (“Applicant”), at 3000 K St NW, Washington DC and Advisory Neighborhood Commission 2E (collectively, the “Parties”)

WITNESSETH

WHEREAS, the Applicant has applied for a Class C Alcoholic Beverage License for a restaurant establishment (“Establishment”); and

WHEREAS, the Applicant is encouraged to work regularly with ANC 2E and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the establishment within ANC 2E on peace, order, and quiet; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. The Parties agree that any substantial change in operations is considered of great concern to the community which they may bring to the attention of the Alcoholic Beverage Control Board (“Board”); and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Board approve the Applicant’s license application conditioned upon the Applicant’s compliance with the terms of this written 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 follow:

- 1. Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
- 2. Hours.** The Applicant’s Hours of Operation, Entertainment, Sales, Service, and Consumption of Alcoholic Beverages shall not exceed 11 AM – 2AM

The Summer Garden’s Hours of Operation, Sales, Service, and Consumption of Alcoholic Beverages shall not exceed: 11 AM – 12AM.

On days designated by the Board as “Holiday Extension of Hours,” the Applicant may avail itself of the extended hours so provided. In the event Council of the District of Columbia or the Board grant licenses in general extended operating hours, Applicant may avail itself of such extended hours. On January 1st of each year, Applicant may operate until 4:00 A.M. Applicant may apply for One-Day Substantial Change Permits to operate outside of the typical hours

described in this Agreement and/or to add Entertainment as part of a One-Day Substantial Change Permit.

3. **Noise and Privacy.** Applicant shall comply with D.C. Code § 25-725 and shall use various commercially reasonable means to ensure that music, noise, and vibrations from the Establishment do not unreasonably disturb persons in the surrounding area. Entertainment will only be provided in the establishment's interior.
4. **Trash and Odors.** The Applicant shall take all commercially reasonable efforts to ensure that the areas under its control surrounding the establishment are kept in a clean and litter-free condition. Applicant will use a dedicated trash area provided by the building. All trash, recyclable materials, and grease shall be in closed containers that are resistant to vermin, leaks, and odors. Applicant shall arrange for trash and recycling collection a minimum of 2 times per week.
5. **Rat and Vermin Control.** Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of once per quarter and shall maintain recommended pest control measures.
6. **Compliance with Law.** Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. It is not intended that a violation of any DC law or regulation also be considered a violation of this Settlement Agreement.
7. **Binding Effect.** This Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
8. **Notices and Opportunity to Cure.**
 - a. Before the initiation of a citation or enforcement action related to a violation of this agreement, the Licensee is entitled to notice of the violation.
 - i. Notice in compliance with this agreement shall be satisfied upon
 1. The receipt of a letter sent certified mail to the Licensee at the licensed address provided in this agreement by any complaint, or
 2. The receipt of written notification by an employee of ABCA or the Board to the Licensee or any ABC-licensed Manager employed by the Licensee.
 - ii. The notice shall state the specific provision of the agreement that is being violated.

- b. Once valid notice is received, the Licensee shall have 10 days to cure the violation. If cured within the notice period, then the violation identified in the notice shall not be deemed a violation of this agreement.
- c. The notice and cure provisions of this agreement do not apply to repeat or ongoing violations that have previously been identified in a prior notice.

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 repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 15 days of the date of such notice. If Applicant fails to cure within the 15-day period (or, with respect to a breach which reasonably requires more than 15 days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the Board pursuant to D.C. Code 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be emailed to the other parties to this Agreement at the email addresses listed below.

If to Applicant:

David Nammour
Dnammour88@gmail.com

TSP
10/26/23
mhl 10/24/23

If to ANC 2E:

Mimsy Lindner
2E05@anc.dc.gov

If to Citizens Association of Georgetown:

Tammany Cruse
tammanycruse@verizon.net

9. Withdrawal of Protest. Upon execution of this Agreement by the Parties and its acceptance by the Board, ANC 2E shall withdraw the Protest.

ANC 2E:

Mimsy Lindner

in P78pcMkPxd8trwZ0cplz.Ghr

Mimsy Lindner

Citizens Association of Georgetown

Tara Sakraida

Tara Sakraida Parker

Residents GT:



ID Tb2r3BsToqNbF6xjCJqsVFs6

David Nammour