THE DISTRICT OF COLUMBIA ALCOHOLIC BEVERAGE AND CANNABIS BOARD

)		
In the Matter of:)		
)		
City Tavern Events, LLC)		
t/a City Tavern Events)		
)	Case No.:	24-PRO-00123
Applicant for a New)	License No.:	ABRA-130529
Retailer's Class CT License)	Order No.:	2025-019
)		
at premises)		
3206 M Street, NW)		
Washington, D.C. 20007)		
)		

City Tavern Events, LLC, t/a City Tavern Events, Applicant

Gwendolyn Lohse, Chairperson, Advisory Neighborhood Commission (ANC) 2E, Protestant

BEFORE: Donovan Anderson, Chairperson

Silas Grant, Jr., Member Teri Janine Quinn, Member Ryan Jones, Member David Meadows, Member

ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF ANC 2E'S PROTEST

The Application filed by City Tavern Events, LLC, t/a City Tavern Events (Applicant), for a new Retailer's Class CT License, was protested by ANC 2E.

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the Applicant and ANC 2E have entered into a Settlement Agreement (Agreement), dated December 9, 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 Chairperson Gwendolyn Lohse, on behalf of ANC 2E, are signatories to the Agreement.

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

Accordingly, it is this 8th day of January 2025, **ORDERED** that:

- 1. The Application filed by City Tavern Events, LLC, t/a City Tavern Events, for a New Retailer's Class CT License, located at 3206 M Street, NW, Washington, D.C., is **GRANTED**;
- 2. The Protests of ANC 2E in this matter is hereby WITHDRAWN;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: ac430b96b9d5700e4b730093d1dcct8

Donovan Anderson, Chairperson

Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Ouinn, Member

Ryan Jones, Member

David Meadows, 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 – City Tavern Events LLC

This Settlement Agreement ("Agreement") made on this 9th day of December 2024, by and between City Tavern Events, LLC t/a City Tavern Events ("Applicant"), at 3206 M St NW, Washington, DC 20007, Advisory Neighborhood Commission 2E ("ANC 2E"), and Citizens Association of Georgetown ("CAG") (collectively, the "Parties").

WITNESSETH

WHEREAS, the Applicant has applied for a Class "C" Tavern Alcoholic Beverage License;

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 the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Code 26-446 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.

WHERE, all parties believe that the statement 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 and Cannabis 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 follows:

- 1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
- 2. **Occupancy.** The establishment's maximum occupancy for the interior and the Summer Garden will reflect the numbers provided on the Certificate of Occupancy.
- **3. Hours.** The Applicant's Hours of Operations, Sales Service, and Consumption of Alcoholic Beverages for both the interior and the Summer Garden shall not exceed:

Sunday – Thursday: 8 AM – 2 AM Friday and Saturday: 8 AM – 3 AM

4. Noise and Privacy. Applicant shall comply with DC 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. Applicant will not affix speakers to the front of the building. Music will not be played in the front exterior of the building facing M Street.

Settlement Agreement – City Tavern Events LLC

- 5. 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. All trash, recyclable materials, and grease shall be in closed containers that are resistant to vermin, leaks, and odors. Applicant shall arrange for trash collection to be performed after any private event by 11 AM on the day following an event, except for federal and city holidays or when the establishment is closed, such as during a citywide state of emergency. Trash will be picked up from the loading and unloading area of the building versus the front of the building facing M Street.
- **6. Patrons and Employees.** Applicant shall highly discourage its patrons, employees, and any contractors/subcontractors from smoking or loitering immediately in front of the premises.
- 7. Rat and Vermin Control. Applicant shall contract with a licensed exterminator to inspect the establishment a minimum of once per month and shall maintain recommended pest control measures.
- **8. Business Operations.** The establishment will not be held open to the public as the establishment will only be used as an event space and/or private club. Attendance at the establishments' events will be limited to those individuals whose names are on a guest list for an event.
- **9.** Carry out and Delivery. Beverages served according to the Carry Out and Delivery Endorsement will only be offered during the establishment's private events.
- **10. Compliant 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.
- **11. Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the Board, and in reliance thereupon, the ANC shall withdraw its protest against the license application.
- 12. Binding and Notice. This Agreement shall be binding upon and enforceable against the Licensee and any successors. In the even 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, reasonable notice and opportunity shall provide for a cure within ten (10) business 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 to cure, fails to diligently pursue cure within ten (10) days,

Settlement Agreement – City Tavern Events LLC

such failure shall constitute a cause for filing a complaint with the ABC Board. Notice for purposes of this section shall be sent to:

If to ANC 2E: 2e@anc.dc.gov

If to Applicant: gjcecchi@gmail.com

If to CAG: cagmail@cagtown.org

ANC 2E:

Gwendolyn Lohse, ANC 2E Chair

Ywebolyn. John

Paul K. Williams, Citizens Association of Georgetown President

John Cecchi

City Tavern Events