

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Daniel Warwick, on behalf of ANC 2B, are signatories to the Agreement.

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

Accordingly, it is this 2nd day of December 2020, **ORDERED** that:

1. The Application filed by 1223 On Connecticut, LLC, t/a The Mayflower Club, for a new Retailer's Class CN License, located at 1223 Connecticut Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2B in this matter is hereby **WITHDRAWN**;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, except for the following modification:

Section 11 (Notice and Opportunity to Cure) – The language “cause for seeking a Show Cause Order from the ABC Board” shall be replaced with the language “cause for filing a complaint with the ABC Board.”

The parties have agreed to this modification.

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

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac4361e61e9d45f9e4b730053d1dced8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ea373f220d6ac8d1b323dd2549ac

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d33eadfbc148d7f4b75bd7917d2bd

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rema Wahabzadah, Member
Key: bf2ca46b596b74099b1e9b35b738f162f

Rema Wahabzadah, Member

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Rafi Aliya Crockett, Member
Key: b580e91845e1f9e4016155e5c12f91ec

Rafi Crockett, Member

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Jeni Hansen, Member
Key: 62172201f0509447491b585c2a41e99

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f9f0040ec14adeb52541ce5

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 Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 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, 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).

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 19th day of November, 2020 by and between 1223 on Connecticut, LLC t/a The Mayflower Club, ABRA License 116450 ("Applicant"), and Advisory Neighborhood Commission 2B ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class "C" Nightclub #116450 for a business establishment ("Establishment") located at 1223 Connecticut Avenue, Washington, D.C. ("Premises");

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) peace, order, and quiet of the neighborhood and (ii) to eliminate the need for a Protest Hearing regarding the license application.

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. **Nature of the Business.** The Applicant will manage and operate a Retailer's Class "C" Nightclub. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. **Hours of Operation.** The Applicant's interior hours of operation, hours of sales/service/consumption, and entertainment shall not exceed the following:

Sunday through Thursday: 10:00 A.M. – 2:00 A.M.
Friday and Saturday: 10:00 A.M. – 3:00 A.M.

The Applicant's hours of operation and sales/service/consumption in the summer garden shall not exceed the following:

Sunday through Thursday: 10:00 A.M.- 2:00 A.M.
Friday and Saturday: 10:00 A.M.- 3:00 A.M.

Nothing in this Agreement shall prevent the Applicant from applying for extended hours during the following: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours"; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours; and (c) on January 1 of each year applicant may operate until 4:00 A.M.

4. **Sidewalk café.** The hours of sales/service of alcoholic beverages on the sidewalk café shall not exceed the following:

Sunday through Thursday: 11:00 A.M.- 11:00 P.M.
Friday and Saturday: 11:00 A.M.-12:00 A.M.

Applicant shall take reasonable steps to keep the sidewalk (up to and including the curb), tree box(es), and curb and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.

5. **Trash.** The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall use commercially reasonable efforts to ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.

6. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and take all reasonable measures to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant agrees to take reasonable steps to keep its doors and windows closed when live music is being played at the establishment. Applicant agrees to implement reasonable sound mitigation measures on the interior and in the outdoor areas. Noise mitigating actions may include, but is not limited to, installation of sound absorbing and sound dampening materials, and the placement of speakers.

Applicant agrees that employees or security personnel shall take reasonable steps to monitor the sidewalk café area to ensure that patrons are not rowdy or loitering immediately in front of the establishment.

7. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall take reasonable steps to have the Establishment and the area around the Premises properly cleaned at the end of each night.

8. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.

9. **Security.** Applicant shall submit a security plan to ABRA pursuant to D.C. Code § 25-402.

10. Communications/Contact: Applicant agrees to designate at least one individual staff member or manager to address specific concerns or issues raised by the community. Specifically, Applicant will provide the ANC the name and contact information for an individual to which any comments about the operation of the establishment may be addressed.

11. Notice and Opportunity to Cure. 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 a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-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 ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: 1223 on Connecticut, LLC
 t/a The Mayflower
 1223 Connecticut Avenue
 Washington, DC 20036
 Attn: Antonis Karagounis, Member
 Phone: (202) 498-0925
 Email: antoniskaragounis@gmail.com

If to Protestant: Advisory Neighborhood Commission 2B
 9 Dupont Circle, NW
 Washington, DC 20036
 Attn: Daniel Warwick, Chair
 Email: 2B02.ANC@dc.gov

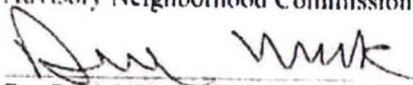
Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

12. Withdrawal of Protest. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

(SIGNATURES ON THE FOLLOWING PAGE)


PROTESTANT:

Advisory Neighborhood Commission 2B

 11-19-2020

By: Daniel Warwick, Chair, ANC 2B

APPLICANT:


1223 on Connecticut, LLC t/a The Mayflower Club


By: Antonis Karagounis