

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

In the Matter of:)
)
City Tap 1250 DC, LLC)
t/a City Tap House)
)
Applicant for a New)
Retailer's Class CR License)
)
at premises)
1250 Connecticut Avenue, NW)
Washington, D.C. 20036)
)

Case No.: 17-PRO-00044
License No.: ABRA-106537
Order No.: 2017-489

City Tap 1250 DC, LLC, t/a City Tap House (Applicant)

Randy Downs, Commissioner, Advisory Neighborhood Commission (ANC) 2B

Carl Nelson, on behalf of A Group of Five or More Individuals

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Jake Perry, Member
Donald Isaac, Sr., Member

**ORDER ON SETTLEMENT AGREEMENT, WITHDRAWAL OF ANC 2B'S PROTEST
AND DISMISSAL OF A GROUP OF FIVE OR MORE INDIVIDUALS' PROTEST**

The Application filed by City Tap 1250 DC, LLC, t/a City Tap House (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on August 14, 2017, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 2B entered into a Settlement Agreement (Agreement), dated September 21, 2017, 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 Commissioner Randy Downs, on behalf of ANC 2B, are signatories to the Agreement.

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

In addition, the Board dismissed the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

Accordingly, it is this 27th day of September, 2017, **ORDERED** that:

1. The Application filed by City Tap 1250 DC, LLC, t/a City Tap House, for a new Retailer's Class CR License, located at 1250 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 The Protest of ANC 2B in this matter is hereby **WITHDRAWN**;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 modifications:

Section 9 (License Ownership and Compliance with ABRA Regulations) – The following language shall be removed: "Applicant also specifically agrees to be the sole owner of the ABC license."

Section 10 (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 these modifications.

4. The Protest of the Group of Five or More Individuals is **DISMISSED**; and
5. Copies of this Order shall be sent to the Applicant, ANC 2B, and Carl Nelson, on behalf of the Group of Five or More Individuals.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



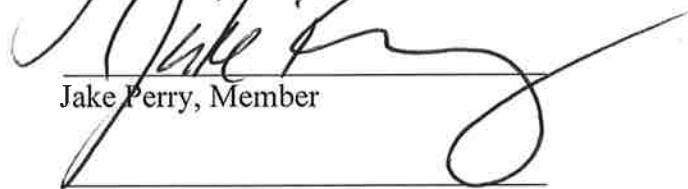
Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Jake Perry, Member

Donald Isaac, Sr., 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).

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 21st day of September, 2017 by and between City Tap 1250 DC, LLC t/a City Tap House, License #106537 (“Applicant”), and Advisory Neighborhood Commission 2B (“Protestant”), (collectively, the “Parties”).

W I T N E S S E T H

WHEREAS, Applicant has applied for a License Class CR, License Number 106537, for a business establishment (“Establishment”) located at 1250 Connecticut Avenue, NW , Washington, D.C. (“Premises”);

WHEREAS, Protestant is the Advisory Neighborhood Commission 2B (the “ANC”) who filed a timely protest (the “Protest”) against the issuance of the Applicant’s license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;-

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 have agreed to enter into this Agreement and request that the ABC Board approve the Applicant’s license application conditioned upon the 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. **Nature of the Business.** The Applicant will manage and operate a retailer’s class “C” restaurant with a sidewalk café.
3. **Hours of Operation and Sales.** The Applicant’s hours of operation shall be as follows:

Sunday 7:00 a.m. – 2:00 a.m.,
Monday through Thursday 7:00 a.m.– 2:00 a.m.,
Friday and Saturday 7:00 a.m. – 3:00 a.m.

The Applicant’s hours for selling and serving alcohol shall be as follows:

Sunday 8:00 a.m. – 2:00 a.m.,
Monday through Thursday 8:00 a.m.– 2:00 a.m.,
Friday and Saturday 8:00 a.m. – 3:00 a.m.

4. Floors Utilized and Occupancy. The Applicant will operate its establishment on the first floor of the building. The Establishment's certificate of occupancy will state the maximum number of seats and occupant load.

5. Sidewalk Café. Applicant plans to provide sidewalk café seating for 28 patrons. Protestant will not object to the 28 seat patron limit; Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. Applicant will direct that its employees inspect the sidewalk café at least once each hour to ensure its cleanliness. The sidewalk café shall close each day of the week no later than 12:00 a.m. midnight. At the end of service every night, the sidewalk café chairs shall be stacked and secured as to inhibit use of the furniture after hours. The Applicant shall not have amplified speakers or flashing lights on the sidewalk café.

6. Noise and Privacy. Applicant will strictly comply with D.C. Official Code § 25-725, which prohibits noise from licensed premises of such intensity that it may be heard in any premises other than the licensed establishment. Applicant will not install any exterior speakers to the establishment, and agrees that no speakers will be installed in or in any way directed to the sidewalk café or windows that open. Applicant will keep all exterior doors and windows closed between the hours of 10:00 pm and 7:00 am at all times except when used for ingress and egress.

7. Public Space and Trash. Applicant will make commercially reasonable efforts to keep the public space adjacent to and in front of the premises free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant will make commercially reasonable efforts to monitor these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion, and further agrees to keep the containers closed and sealed at all times when waste is not being disposed.

8. Rats and Vermin Control. The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the reasonable request of the Protestant. Applicant shall have the Establishment and the area directly adjacent to and in front of the Premises properly cleaned at the end of each night.

9. 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. Applicant also specifically agrees to be the sole owner of the ABC license.

10. 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: Name of Establishment: City Tap 1250 DC, LLC t/a City Tap House
1250 Connecticut Avenue, NW
Washington, DC 20036
Attn: Jonathan Ball

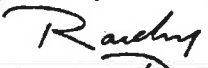
If to Protestants: ANC 2B
9 Dupont Circle
Washington, DC 20036
Attn: Randy Downs

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.

PROTESTANT:

By: Randy Downs, Commissioner ANC 2B05


Signature Downs

APPLICANT:

City Tap House (Dupont)
Establishment's Name

Jonathan Ball / Managing Partner
By: Printed Name/ Title


9/21/17