

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

In the Matter of:)
)
Kirby Club DC, LLC)
t/a Tawle)
)
Applicant for a New)
Retailer’s Class CT License)
)
at premises)
1328 Florida Avenue, NW)
Washington, D.C. 20009)
)

Case No.: 22-PRO-00115
License No.: ABRA-122616
Order No.: 2023-073

Kirby Club DC, LLC, t/a Tawle, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

Sabel Harris and Santiago Lakatos, Commissioners, on behalf of Advisory Neighborhood Commission (ANC) 1B, Protestant

Yaniv Barzilai, on behalf of a Group of Five or More Individuals, Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Aliya Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by Kirby Club DC, LLC, t/a Tawle (Applicant), for a new Retailer’s Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 5, 2022, and a Protest Status Hearing on January 11, 2023, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 1B, and a Group of Five or More Individuals entered into a Settlement Agreement (Agreement), dated February 1, 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; Commissioners Sabel Harris and Santiago Lakatos, on behalf of ANC 1B; and Yaniv Barzilai, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1B and the Group of Five or More Individuals of this Application.

Accordingly, it is this 15th day of February 2023, **ORDERED** that:

1. The Application filed by Kirby Club DC, LLC, t/a Tawle, for a new Retailer's Class CT License, located at 1328 Florida Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1B and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;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 Control Board

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Donovan Anderson
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Donovan Anderson, Chairperson

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James Short
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James Short, Member

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Bobby Cato
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Bobby Cato, Member

Rafi Crockett, Member

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Jeni Hansen, Member
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Jeni Hansen, Member

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Edward S. Grandis, Member
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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 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 by and between
Advisory Neighborhood Commission 1B and
Kirby Club DC LLC (DBA Tawle)**

THIS AGREEMENT, made and entered into this 1st day of February, 2023, by and between *Kirby Club DC LLC* (“Applicant”) on the one hand, and ANC 1B (“ANC”) and Yaniv Barzilai, on behalf of five or more neighbors, on the other hand. ANC 1B and Barzilai may hereinafter be referred to collectively as the protestants.

RECITALS

WHEREAS, Applicant has filed an application for a new Retailer’s Class C Tavern ABC License (ABRA-122616) (“License”) for a business Establishment *Tawle* located at *1328 Florida Ave. NW* (“Establishment”) with Entertainment Endorsement (Indoor only).

WHEREAS, in recognition of the Alcoholic Beverage Control Board (“Board”)’s policy of encouraging parties to a liquor licensing proceeding to settle their differences by reaching Settlement Agreements, by their signatures below, the parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address protestants’ concerns and to include this Agreement as a formal condition of its license application, and (2) protestants will withdrawal the protest of the application provided that the Board approve this Agreement conditioned upon Applicant’s compliance with its terms; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment.
 - a. Applicant will operate and manage a Class C Tavern Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class with Entertainment Endorsement (Indoor only) and a sidewalk cafe.
 - b. The establishment shall not host outdoor private events outside of the permitted sidewalk café area and will not have a seating capacity greater than 32.
 - c. Nothing in this Agreement shall prohibit the Applicant from applying for a one-day substantial change application.
 - d. Nothing in this Agreement shall prohibit the Applicant from applying for a substantial change application so long as notice is provided to the community pursuant to the regulations.

2. Hours. Establishment's permitted hours of operation, and selling, serving, and consuming alcohol shall be as follows:

a. Interior Hours of Operation and Sales, Service, and Consumption of Alcoholic Beverages:

Sunday- Thursday: 8:00 a.m.-2:00 a.m.
Friday- Saturday: 8:00 a.m.- 3:00 a.m.

b. Interior Hours of Entertainment:

Sunday- Thursday: 8:00 a.m.-2:00 a.m.
Friday- Saturday: 8:00 a.m.- 3:00 a.m.

c. **Hours on the sidewalk café:**

Sunday-Thursday: 9:00 a.m.- 10:00 p.m.
Friday-Saturday: 10:00 a.m. – 11:00 p.m.

Provided, However, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may operate and serve alcohol for such hour(s); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4:00 am.

3. Noise.

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- b. Applicant agrees to keep its doors and windows closed when Entertainment is being provided at the Establishment, except in emergencies and for ingress/egress purposes.
- c. Applicant shall take reasonable, necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises according to ABRA DC Official Code Section 25-725.
- d. Amplified speakers used in the interior must be on stands, raised, and/or mounted to reduce vibrations.
- e. No music is permitted outside the restaurant in order to minimize reverberations of noise in alley to neighboring residential buildings.

- f. Applicant shall inform its patrons by signage or other means, including staff members or security personnel, that residences are in proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment
- g. Applicant shall schedule deliveries between 8:00 a.m. and 6:00 p.m., Monday through Sunday and shall take reasonable efforts to receive deliveries only between 8:00 a.m. and 6:00 p.m., Monday through Sunday.
- h. Applicant's manager on duty, or their designee, shall be responsible for handling any noise issue complaints from the neighbors. Applicant agrees to provide an email address and phone number for a designated staff member/manager so that residents can voice any issues/concerns.

4. Trash and Odors.

Applicant shall take reasonable measures to ensure that the areas immediately adjacent to the Establishment are kept in a clean and litter-free condition.

- a. Applicant is encouraged to work with the ANC towards solutions for removing dumpsters and grease barrels from public space on site and collectively in surrounding block.
- b. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in closed containers that are resistant to vermin, leaks, and odors.
- c. Applicant shall deposit trash and garbage only in rodent resistant dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- d. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- e. Applicant shall arrange for trash and recycling collection a minimum of 2 times per week.
- f. Applicant shall not allow trash or recyclable disposal or collection between the hours of 10:00 p.m. and 7:00 a.m.
- g. Applicant shall take reasonable measures to mitigate odors emanating from the Establishment. Applicant will comply with health and environmental regulations and will make all reasonable efforts to not hinder access of inspectors from other governmental agencies.
- h. Applicant shall keep the exterior (including immediately adjacent portions of

the alley way) of the Establishment free of litter, bottles, chewing gum, trash, and other debris.

5. Rat and Vermin Control.

- a. Applicant shall instruct an employee to ensure that the areas immediately adjacent to the premises, including the sidewalk and alley abutting the premises and around its dumpster, are swept and trash and other waste are removed from the ground at the end of operations to help eliminate potential attractions for rodents, pests, and other vermin.
- b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of once per month and shall maintain recommended pest control measures.

6. Security & Queuing.

- a. Applicant shall make reasonable efforts to minimize impact on the public space, including having an employee stationed to monitor patrons waiting in the queue.
- b. Applicant shall maintain ownership and control of the Premises, including patrons' ingress and egress, staff of the establishment, including any bar and security staff. Under no circumstances shall Applicant permit a third-party to have control over the establishment..

7. Parking.

- a. Applicant shall discourage its employees from parking their vehicles illegally or on the block for any reason, on streets signed with parking restrictions, including time-limited parking and resident-only parking.
- b. Applicant shall strongly encourage vendors and contractors to park legally, and, as reasonably necessary, work with DDOT, DPW or the appropriate agency to resolve issues related to illegal parking by its vendors and contractors.
- c. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation or walking. Applicant will engage with rideshare companies to establish do not drop off areas and encourage customers to be dropped off in areas that do not to stop traffic or pose a safety risk to pedestrians.

Compliance with Regulations. Applicant shall comply with regulations of the Board (ABRA), District Department of Transportation (DDOT), Department of Buildings (DOB), Department of Licensing and Consumer Protection (DLCP), Department of

Health (DOH), Department of Public Works (DPW), the DC Fire Marshall, and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.

8. 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.
9. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors upon request.

10. Notices.

- a. Notices shall be provided by email and U.S. Mail or hand-delivery as

follows: If to ANC:

Advisory Neighborhood Commission 1B
PO Box 26100
Washington, D.C.
20001
1b@anc.dc.gov

If to Yaniv Barzilai:
1349 Florida Avenue
NW, Washington, D.C.
20009
ymbarzilai@gmail.com
m

If to Applicant:
Kirby Club DC LLC
t/a Tawle
1328 Florida Avenue, NW
Washington, DC
george@compassrosedc.com

- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to the aforementioned covenants and ANC agrees to refrain from filing a protest against Applicant's ABC License application, provided that this Agreement is incorporated into the Board's order approving Applicant's Class C Tavern ABC license.

*[SIGNATURE BLOCKS ON FOLLOWING
PAGE]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ANC:

Advisory Neighborhood Commission 1B



Santiago Lakatos, Commissioner, 1B04

Date Signed: 2/7/2023



Sabel Harris, Chair, ANC 1B

Date Signed: 2/7/2023

Representative of the Group of five or more:

Yaniv Barzilai

Date Signed: 2/1/2023



APPLICANT: Kirby Club DC LLC t/a Tawle

By: Boe M. Pevite
INSERT NAME

Date Signed: 2/1/2023