

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

In the Matter of:

Yellow Gtown, LLC
t/a Yellow

Applicant for a New
Retailer’s Class CR License

at premises
1524 Wisconsin Avenue, NW
Washington, D.C. 20007

Case No.: 22-PRO-00097
License No.: ABRA-121932
Order No.: 2022-680

Yellow Gtown, LLC, t/a Yellow, Applicant

Rick Murphy, Commissioner, Advisory Neighborhood Commission (ANC) 2E, Protestant

Tara Sakraida Parker, President, Citizens Association of Georgetown (CAG), 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 Yellow Gtown, LLC, t/a Yellow (Applicant), for a new Retailer’s Class CR License, was protested by ANC 2E and CAG.

The official records of the Board reflect that the Applicant, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated September 22, 2022, 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 Rick Murphy, on behalf of ANC 2E; and Tara Sakraida Parker, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG.

Accordingly, it is this 5th day of October 2022, **ORDERED** that:

1. The Application filed by Yellow Gtown, LLC, t/a Yellow, for a new Retailer's Class CR License, located at 1524 Wisconsin Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG, in this matter are hereby **WITHDRAWN**;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

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a43025492035759e4673209341d1cc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 847a373f0c061a5911002812c24847

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 258d3fca0be146d774b75ba7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Atiya Crockett, Member
Key: b250e61845e10e4310155e5c12f81cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 621720318556474b1b569c2a418c5

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5227bda788f0040ec14adeb52541cc5

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 AMONG
YELLOW GTOWN LLC, ADVISORY NEIGHBORHOOD COMMISSION 2E AND
CITIZENS ASSOCIATION OF GEORGETOWN**

This Settlement Agreement (the "Agreement") is made on this 22nd day of September, 2022, by and between Yellow Gtown LLC (the "Applicant"), Advisory Neighborhood Commission 2E ("ANC 2E") and Citizens Association of Georgetown ("CAG"), collectively referred to herein as the "Parties."

WHEREAS, The Applicant has applied to the Alcoholic Beverage Regulation Administration ("ABRA") for the issuance of a new Retailer's Class "C" license (the "License") for the Premises located at 1524 Wisconsin Ave. NW. (the "Premises");

WHEREAS, The Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code section 25-446 to address concerns related to peace, order and quiet.

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 here in by reference.
2. **Hours of Operation.** Applicant agrees that it shall operate only during the hours set forth below, both inside and in a Sidewalk Café or Streatery adjacent to the Premises, if permitted by ABRA and/or the District Department of Transportation:
 - a. Monday through Thursday and Sunday: 7:00 am to 11:00 pm;
 - b. Friday and Saturday: 7:00 am to 12:00 am.
3. **Exceptions to Standard Hours.** Exceptions to the standard hours shall be granted as follows:
 - a. On days designated by the ABC Board as "Extended Hours for ABC Establishments" Applicant may remain open for one additional hour;
 - b. In the event the Council of the District of Columbia or the ABC Board were to grant licensees in general extended operating hours for specific occasions, such as a Presidential Inauguration or a World Cup Final, Applicant may avail itself of such extended hours; and
 - c. On December 24 and January 1 of each year Applicant may remain open until 2:00 am the following morning.

4. **Noise.**

- a. No music played inside the Premises or other noise, either amplified or not amplified, coming from inside the Premises shall be audible either on Wisconsin Avenue in front of the Premises or in surrounding residences at any time;
- b. Doors of the Premises will be kept closed except when persons are in the act of using the door for ingress to or egress from the Premises;
- c. Applicant will not install any speakers on the exterior of the Premises, and agrees that no speakers will be installed in any way directed to the exterior of the Premises,
- d. Applicant will not dump or drop bottles into containers located outside the rear of the Premises after 9:00 PM; and
- e. Applicant shall take reasonable and immediate action to prevent its patrons and employees from causing unreasonable noise, disturbances or loitering in areas immediately outside of the Premises.

5. **Trash, Maintenance and Public Space**

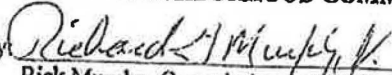
- a. Applicant shall ensure that the sidewalk and "streatory" (if permitted), in front of the Premises on Wisconsin Avenue shall be kept clear of trash, weeds and litter at all times,
- b. Applicant will not install any signage or lights which are viewable in public space without the consent of the relevant permitting agencies, including the Commission of Fine Arts, the Old Georgetown Board, the Historic Preservation Review Board and/or the Department of Consumer and Regulatory Affairs,
- c. All trash, recycling and dirty linens will be stored in closed, rodent-proof containers that are kept at the rear of the Premises. At all times, trash, recycling and linen container lids shall be kept securely fastened. Applicant shall inspect such containers on a regular basis. At no time will trash or recycling be placed on top of closed containers,
- d. Applicant shall maintain a rodent and pest control contract with a company licensed to provide such services in the District of Columbia. such contract will provide for prevention, inspection and remediation of rodent and pest infestations of the Premises weekly, or more often, if inspection observations suggest.

6. **Binding Effect.** this Agreement shall be binding upon and enforceable against the Applicant and successors of the Applicant.

In consideration of the agreements set forth above, upon approval of this Agreement by the Alcoholic Beverage Control Board, ANC 2E and CAG shall withdraw their respective protests of the pending application for a new Retailer's Class C license at the Premises.

IN WITNESS WHEREOF, The parties have executed this agreement as of the date first above written,

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: 
Rick Murphy, Commissioner ANC 2E03

CITIZENS ASSOCIATION OF GEORGETOWN

By: 
Tara Sakraida Parker, President

YELLOW GTOWN LLC

By: 
Michael A. Bell