

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

In the Matter of:)	
)	
Cathedral Lane, LLC)	
t/a Bourbon Adams Morgan)	
)	
Applicant for a New)	License No.: ABRA-113499
Retailer's Class CR License)	Order No.: 2019-509
)	
at premises)	
2321 18th Street, NW)	
Washington, D.C. 20009)	
)	

Cathedral Lane, LLC, t/a Bourbon Adams Morgan, Applicant

Amir Irani, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

BEFORE: Donovan Anderson, Chairperson
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Cathedral Lane, LLC, t/a Bourbon Adams Morgan (Applicant), Applicant for a new Retailer's Class CR License, located at 2321 18th Street, NW, Washington, D.C., ANC 1C and KCA have entered into a Settlement Agreement (Agreement), dated May 28, 2019, 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; Commissioner Amir Irani, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Agreement.

Accordingly, it is this 26th day of June, 2019, **ORDERED** that:

1. 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
2. Copies of this Order shall be sent to the Applicant, ANC 1C, and KCA.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson




Mike Silverstein, Member



James Short, Member



Bobby Cato, Member



Rema Wahabzadah, 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 CONCERNING ISSUANCE OF
A LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, made this 28th day of May, 2019, by and between Cathedral Lane, LLC. t/a Bourbon (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), and the Kalorama Citizens Association (hereinafter "KCA"), witnesseth:

Whereas, Applicant has applied for a class CR license (No 113499) to be located at 2321 18th Street, NW, Washington DC,

Whereas, the restaurant is located within the boundaries of ANC 1C and is within the membership boundaries of the KCA.

Whereas, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application. ANC 1C and KCA will agree to the approval of such license provided that this Agreement is incorporated into the Board's order approving such application.

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Nature of Establishment

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections will be offered to patrons. The kitchen shall be staffed and maintained, open and operational, with food menu items available until at least one hour before closing. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them, at all times when the establishment is open for business.

2. Hours of operation shall not exceed:

Inside:

Sunday through Thursday: 08:00 am – 2:00 am

Friday and Saturday: 08:00 am – 3:00 am

Summer Garden:

Licensee operates a rear deck off the first floor level which is a private space Summer Garden. Hours of operation are the same as above.

3. Occupancy

The total occupancy load inside the establishment shall be 170 with a seating capacity of 90.

4. Entertainment

Entertainment shall take place at the establishment only on Fridays and Saturdays between the hours of 8 pm and 2:45 am.

5. Noise

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

- a.) To prevent emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code section 25-725. Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.
- b.) Applicant agrees not to place outside in the public space or Summer Garden, any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space or Summer Garden.
- c.) Sound from inside will not be audible in residential housing units.

6. Trash/Garbage/Rodents

- a.) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population.
- b.) Applicant agrees to segregate and recycle bottles and glass refuse from trash. c.) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.
- c.) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

7. Exterior including public space

- a.) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.
- b.) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

c.) Applicant shall make reasonable efforts to manage the line in front of the establishment such as to minimize noise and the obstruction of the pedestrian passageway.

8. Third Party Events

Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.

9. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

10. Consideration of Neighbors

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 pm. to 8:00 am.

11. Modification

This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

12. Regulations

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC or KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

13. Availability of Settlement Agreement

Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

FOR Cathedral Lane, LLC

By: *Gjergji Sinimeri* 05/28/2019
Signature: Gjergji Sinimeri Date

FOR Advisory Neighborhood Commission IC

By: *A. Irani* 6/6/19
Signature Date

Amir Irani, Chair ABC Committee ANC IC

FOR Kalorama Citizens Association

By: *Denis J. James* 6.6.2019
Denise James, President Date



Advisory Neighborhood Commission 1C

PO Box 21009, NW, Washington, DC 20009

www.anc1c.org

Representing Adams Morgan

June 7, 2019

Commissioners:

Amir Irani (1C01)

Bridget Pooley (1C02)

Ted Guthrie (1C03)

Douglas Ely (1C04)

Damiana Dendy (1C05)

Michaela Wright (1C06)

Japer Bowles (1C07)

Amanda Fox Perry (1C08)

Donovan Anderson

Chairperson, Alcoholic Beverage Control Board

2000 14th Street NW, Suite 400S

Washington, DC 20009

sent by attachment to email to abra.legal@dc.gov

Re: ABRA 113499

Cathedral Lane, LLC t/a Bourbon

Dear Mr. Anderson:

At a duly-noticed public meeting held on June 5, 2019, with a quorum present, Advisory Neighborhood Commission 1C passed a resolution approving the attached Settlement Agreement of the above-referenced CR license by a vote of 7-0-0. In addition, ANC 1C passed a resolution, by a vote of 7-0-0, in support of granting a Stipulated License during the remainder of the Protest Period upon approval of this Settlement Agreement by the ABC Board.

Please advise if anything further is necessary.

Ted Guthrie

Chair, ANC 1C