

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

In the Matter of:

High Road Cycling, LLC
t/a High Road Cycling

Application for a New
Retailer's Class CR License

at premises
3210 Grace Street, NW, Unit 101
Washington, D.C. 20007

License No.: ABRA-117890

Order No.: 2021-295

High Road Cycling, LLC, t/a High Road Cycling, Applicant

Matthew Minora, Counsel, on behalf of the Applicant

Lisa Palmer, Commissioner, Advisory Neighborhood Commission (ANC) 2E

Tara Sakraida Parker, President, The Citizens Association of Georgetown (CAG)

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that High Road Cycling, LLC, t/a High Road Cycling Applicant), Applicant for a new Retailer's Class CR License, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated May 11, 2021, 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 Lisa Palmer, on behalf of ANC 2E; and Tara Sakraida Parker, on behalf of CAG; are signatories to the Agreement.

Accordingly, it is this 19th day of May 2021, **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, except for the following modifications:

Subsection 6(b) (Business) – The following language shall be added: “For purposes of this section, "special events" includes but is not limited to one-off speakers, specific private events or other such activities that will not occur more than once monthly.”

Subsection 6(e) (Business) – This Subsection shall be modified to read as follows: “Should the Applicant choose to expand its seating capacity by utilizing the wooden decked area on Grace Street (“the Parklet”) for the duration of the Mayor of Washington DC’s Order related to the Public Emergency and Public Health Emergency or any related amendments to the DC Code, provisions in this Settlement Agreement will apply to the use of this outside space as well, with the following exception: alcohol may be served outdoors from 10am through 10:30pm Sunday through Wednesday and 10am through 11pm Thursday through Saturday. This Settlement Agreement does not provide Applicant with any use of any outdoor space other than “the Parklet”. Should the Applicant wish to use outdoor space other than “the Parklet”, Applicant must work with the Parties to amend the existing Agreement and obtain any permits and/or approvals necessary from the applicable District agencies, including the Alcoholic Beverage Regulation Administration.”

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant, ANC 2E, and CAG.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com

Donovan Anderson

Key: ac430b9b69d5f9e4b750c63d1dccc58

Donovan Anderson, Chairperson

James Short, Member

eSigned via SeamlessDocs.com

James Short

Key: 258d3fcad7he14847f4b75bd7917a2c1

Bobby Cato, Member

Rema Wahabzadah, Member

eSigned via SeamlessDocs.com

Rafi Aliya Crockett, Member

Key: b560e91845e1f9e401e155a5c12f81c2

Rafi Crockett, Member

eSigned via SeamlessDocs.com

Jeni Hansen, Member

Key: 82172891f0509447401b56f9e2a41854

Jeni Hansen, Member

eSigned via SeamlessDocs.com

Edward Grandis, Member

Key: 5027bda7f9f0040sc14adeb5254f1ce5

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 BETWEEN HIGH ROAD CYCLING, LLC AND
ADVISORY NEIGHBORHOOD COMMISSION 2E

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 11th day of May, 2021, by and between HIGH ROAD CYCLING LLC ("Applicant"), Advisory Neighborhood Commission 2E ("ANC2E") and Citizens Association of Georgetown ("CAG"), also referred to collectively as the "Parties."

RECITALS

Whereas, the Applicant has applied to the Alcoholic Beverage Regulation Administration for the issuance of a new Class "C License (the "License") for the Premises located at 3210 Grace Street, NW Suite 100 (the "Premises"),

Whereas, the Parties wish to enter into a Settlement Agreement pursuant to D.C. Official Code § 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 herein by reference.
2. Hours of Operation. Applicant agrees that its hours shall be limited to:
 - a. Hours of Operation for inside the Establishment:
 - i. Sunday through Saturday: 8am-12am;
 - ii. Alcohol to be served: Sunday through Saturday 10am – 12am
 - b. Exceptions to the standard hours shall be granted for:
 - i. Days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours" - Applicant may operate for one additional hour (that is, one hour later);
 - ii. In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours;
 - iii. And, on January 1 of each year, or other such special event, Applicant may operate for one additional hour.
3. Service Standards. No pitchers of beer or other multi-serve containers containing beer will be sold to patrons at any time.
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 the street in front of the Premises or in surrounding residences, including within residences of 3210 Grace Street, NW, at any time;

- b. Applicant shall present only recorded background music inside the Premises.
- c. Applicant will not install any speakers on the exterior of the Premises, and agrees that no speakers will be installed in or in any way directed to the exterior of the Premises.

5. Patrons and Employees.

- a. Applicant shall maintain a clearly visible sign near the exits of the Premises which:
 - i. Encourages its patrons and employees to be respectful of the surrounding neighbors and leave in a quiet, orderly manner;
 - ii. Encourages bikers to follow traffic patterns in the neighborhood, including the one way pattern on Grace Street; and
 - iii. Discourages its patrons and employees from smoking on Cherry Hill Lane, Grace Street and on the private property of 3210 Grace Street, NW.
- b. Applicant shall require all served patrons to enter or exit from the doors either in the alley on Cherry Hill Lane, or at street level on Grace Street and not from the egress near the entrance to the Residential Condominiums located at 3210 Grace Street;
- c. Applicant shall prohibit employees from smoking in the alley adjacent to the Premises, on Cherry Hill Lane, and on private property within 100 feet of the Premises; Applicant shall also discourage patrons from doing the same.

6. Business.

- a. No promoters will conduct business on the Premises;
- b. Cover charges will never be collected to enter the Premises or partake in the Applicant's offerings, with the exception of previously announced ticketed special events;
- c. At no time will the Applicant maintain a line of guests awaiting entrance to the Premises. If the Premises fills to capacity for an event, guests will be placed on a wait list and asked to return once contacted via text, which will be sent only if and when space becomes available.
- d. Alcohol sales shall end 30 minutes prior to closing ("last call"). However, patrons may remain on the Premises until the end of the Hours of Operation.
- e. Should the Applicant choose to expand its seating capacity by utilizing the wooden decked area on Grace Street ("the Parklet") for the duration of the Mayor of Washington DC's Order related to the Public Emergency and Public Health Emergency or any related amendments to the DC Code, provisions in this Settlement Agreement will apply to the use of this outside space as well, with the following exception: alcohol may be served outdoors from 10am through 10:30pm Sunday through Wednesday and 10am through 11pm Thursday through Saturday. This Settlement Agreement does not provide Applicant with any use of any outdoor space other than "the Parklet". Should the Applicant wish to use outdoor space other than "the Parklet", Applicant must work with the Parties to amend the existing Agreement.

7. Deliveries

- a. All deliveries to the Premises shall be made Monday through Friday between 11:00am and 4:00pm.
- b. Applicant shall require its vendors to make all deliveries from a legally parked vehicle not located on Grace Street, NW or Cherry Hill Lane, NW.
- c. Applicant shall require its vendors to not drive on Grace Street, NW at any time, while in the process of making deliveries to the Premises.

8. Trash.

- a. Trash pickup will occur one time per day, a minimum of six days a week except on federal holidays and/or when trucks cannot access Grace Street, NW because of inclement weather;
- b. All trash will be discarded and stored in the designated trash area inside the garage designated in a pre-existing agreement between Grace St Property LLC in its capacity as the 3210 Grace Street Commercial Condominium Association (the "Commercial Association") and 3210 Grace Street Residential Unit Owners Association (the "Residential Association") - at no times will trash be stored outside;
- c. Applicant's employees shall not dispose of bottles or glass in a manner which creates noise audible outside of the premises between 8pm and 9am;
- d. Trash shall be picked up along with the other trash and recycling generated by the Commercial Association; the Applicant shall not schedule additional pickups beyond what is already scheduled by the Commercial Association;
- e. Trash pickup shall not occur between the hours of 10pm and 7am;
- f. Applicant shall keep the public and private space adjacent to the Premises free of litter, chewing gum, trash, and other debris in compliance with D.C. Code and Municipal Regulations. The public space adjacent to and in front of the premises is to be kept tidy at all times and litter is to be removed by the Applicant's staff at least once per day.
- g. Applicant will maintain a contract with a professional, licensed cleaning company to provide for routine cleaning of the Premises, including the kitchen hood, as needed to maintain cleanliness. Regular routine hood and exhaust cleaning shall not occur prior to 8:00am on weekdays and 9:00am on weekends; and
- h. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine inspection of the Premises as needed to control pests.

9. Complaint Log. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of the establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, incidents, violence, crime, and/or operating hours. The log shall include, for each separate complaint, to the

extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

10. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of the ABRA Policy Committee of ANC 2E. Participation in such meeting promotes open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at www.ANC2E.com
11. Binding Effect. This Agreement shall be binding upon and enforceable against the Licensee and successors of the Applicant.

In consideration of the agreements set forth above, ANC2E and CAG shall, upon approval of this agreement by the Alcoholic Beverage Regulation Administration, agree not to Protest the application for a new License at the Premises.

IN WITNESS WHEREOF, The Parties have executed this Agreement as of the date first above written.

[Signatures continue on following page.]


ADVISORY NEIGHBORHOOD COMMISSION 2E

By: 
Signatory: Lisa Palmer, Commissioner ANC2E05

CITIZENS ASSOCIATION OF GEORGETOWN

By: *Tara Sakraida*
Signatory: Tara Sakraida Parker, President

HIGH ROAD CYCLING LLC

By: 
Ezra Glass, Owner