

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

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**In the Matter of:** )  
 )  
District Bodega, LLC )  
t/a District Bodega )  
 )  
Application for a New )  
Retailer’s Class CR License )  
 )  
at premises )  
3276 M Street, NW )  
Washington, D.C. 20007 )

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License No.: ABRA-116600  
Order No.: 2020-223

District Bodega, LLC, t/a District Bodega, Applicant

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

Cheryl Gray, 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

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**ORDER ON SETTLEMENT AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that District Bodega, LLC, t/a District Bodega (Applicant), Applicant for a new Retailer’s Class CR License, ANC 2E, and CAG have entered into a Settlement Agreement (Agreement), dated May 4, 2020, 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 Cheryl Gray, on behalf of CAG; are signatories to the Agreement.

Accordingly, it is this 3rd day of June, 2020, **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 2E, and CAG.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SealinkzDocs.com  
*Donovan Anderson*  
Key: 44294563480248130037818248

Donovan Anderson, Chairperson

eSigned via SealinkzDocs.com  
*James Short*  
Key: 5433478627444901190032248

James Short, Member

eSigned via SealinkzDocs.com  
*Bobby Cato*  
Key: 2504370402149474872470174278

Bobby Cato, Member

eSigned via SealinkzDocs.com  
*Rema Wahabzadah, Member*  
Key: 17244426502674025611240517281827

Rema Wahabzadah, Member

eSigned via SealinkzDocs.com  
*Rafi Alya Crockett, Member*  
Key: 45794518451244718155951281107

Rafi Crockett, Member

eSigned via SealinkzDocs.com  
*Jeni Hansen, Member*  
Key: 12172201551447815267148107

Jeni Hansen, Member

eSigned via SealinkzDocs.com  
*Edward Grandis, Member*  
Key: 50276678P004041448165254105

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 14<sup>th</sup> 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 is made on this 4th day of May, 2020 by and between Advisory Neighborhood Commission 2E (“ANC 2E”), The Citizens Association of Georgetown (“CAG”), and District Bodega LLC t/a District Bodega (“Applicant”) (collectively, “Parties”).

### Recitals

WHEREAS, Applicant has applied for a Retailer’s Class C Restaurant ABC license (ABRA-116600) with Summer Garden and Entertainment Endorsements (“License”) encompassing the rear portion of the ground floor, the mezzanine, and the Summer Garden of the Georgetown Market building located at 3276 M Street, NW (“Premises”);

WHEREAS, Parties wish to enter into this Settlement Agreement (“Agreement”) pursuant to DC Official Code § 25-446 to address concerns related to peace, order, and quiet and to eliminate the need for a Protest Hearing regarding the License application;

WHEREAS, Parties request that the Alcoholic Beverage Control Board (“ABC Board”) approve the Applicant’s License application conditioned upon Applicant’s compliance with the terms of this Agreement; and

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. **Occupancy.** The Premises’ occupancy shall not exceed 200 patrons which is inclusive of the 100 occupancy load on the Summer Garden.
3. **Hours of Operation, Sales, Service & Consumption of Alcoholic Beverages.**
  - a. **Interior & Summer Garden Hours of Operation.** Applicant agrees that its interior hours of operation shall not exceed:
    - Sunday - Thursday: 7:00am - 11:00pm; and
    - Friday & Saturday: 7:00am - 12:00am.
  - b. **Interior & Summer Garden Hours of Sales, Service & Consumption of Alcoholic Beverages.** Applicant agrees that its interior hours of sales, service & consumption of alcoholic beverages shall not exceed:
    - Sunday - Thursday: 8:00am - 11:00pm; and
    - Friday & Saturday: 8:00am - 12:00am.
  - c. **Exceptions to Hours.** Exceptions to the stated hours shall be granted for:
    - i. In the event the Council of the District of Columbia (“Council”) or ABC Board grants licensees in general extended operating hours and hours of sales, service, and consumption of alcoholic beverages for specific

occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours; and

- ii. On January 1 of each year Applicant may operate and sell, serve, and permit the consumption of alcoholic beverages on its Premises until 2:00am.

**4. Entertainment Endorsement.**

- a. **Interior Entertainment:** Applicant's Hours of Entertainment on its interior Premises shall not exceed:

- Sunday - Thursday: 10:00am - 11:00pm; and
- Friday & Saturday: 10:00am - 12:00am.

Entertainment is permitted on the interior during the hours outlined above. However, interior Entertainment may not include a DJ more than two times per week. If a DJ is offered for Entertainment on a weeknight that is neither a day when the ABC Board or Council permits extended hours for licensees as described in Section 3(c) above nor New Year's Eve, the DJ shall cease performing by 9:00pm.

ANC 2E and CAG shall not object to Applicant filing for a One Day Substantial Change, in accordance with District law, so that it may offer Entertainment on the Interior Premises until 1:30am on the days when the ABC Board or Council permits extended hours for licensees as described in Section 3(c) above and New Year's Eve.

- b. **Summer Garden Entertainment:** Applicant's Hours of Entertainment on its Summer Garden shall not exceed:

- Sunday - Thursday: 11:00am - 6:00pm; and
- Friday & Saturday: 11:00am - 11:00pm.

Summer Garden Entertainment may include a singer(s) or a three-piece band. Summer Garden Entertainment shall not be amplified and shall not include drums. While Entertainment is offered on the Summer Garden:

- i. Patrons may not use the Summer Garden doors facing east or south except for emergencies or as otherwise required by law (e.g. to permit social distancing measures);
- ii. After 6:00pm, Applicant shall keep its doors and walls closed except to allow for normal ingress and egress through the north Summer Garden door facing M Street, NW; and
- iii. Entertainment and music emanating from the Summer Garden shall not be audible in residential premises.
- iv. Should circumstances warrant, Applicant is encouraged to work with its Landlord to develop and/or install additional sound mitigation methods in or around the Summer Garden. Options for noise mitigation may include: shrubbery, trees, planter boxes, awnings, use of existing walls, or other

sound-muffling objects.

**5. Trash & Public Space.**

- a. All trash will be stored in the designated trash compactor and recyclables compactor located in Georgetown Park's street-level loading dock on M Street, NW. To the extent possible, trash shall be transported through Georgetown Park's internal service tunnels from the Premises to the loading dock. At no time shall trash or recyclables be stored on the exterior of the building other than in the designated loading dock.
- b. Trash pick-up shall not occur prior to 7:00am.
- c. The public space in front of the Premises' entrance on M Street, NW and the private property immediately abutting the Summer Garden Premises shall be kept tidy and litter shall be removed by the Applicant at least three times per day (including once after the establishment is closed)
- d. After 8:00pm, Applicant shall prohibit patrons from using the Summer Garden doors facing east and south, except for emergencies or otherwise required by law (e.g. social distancing measures); patrons shall use only the north Summer Garden doors facing M Street, NW or the building doors facing M Street, NW for normal ingress and egress to avoid crowding near the exterior of the Summer Garden.
- e. Applicant shall, through signage or other means, remind patrons that residents live nearby and encourage patrons to depart the premises in an orderly, quiet manner upon exiting the establishment.

**6. Cleaning & Pest Control.** Applicant shall maintain a contract with a professional, licensed cleaning company to provide routine cleaning of the Premises, including the kitchen hood, as needed to maintain cleanliness. Regular routine hood and exhaust cleaning shall not occur before 8:00am. Applicant will maintain a contract with a professional, licensed cleaning company to provide for routine control for the Premises as needed to control pests and vermin.

**7. Deliveries.**

- a. All deliveries shall occur in the designated loading dock located in Georgetown Park's street-level loading dock on M Street, NW. To the extent possible, deliveries shall be transported through Georgetown Park's internal service tunnels from the loading dock to the Premises.
- b. Deliveries shall not be earlier than 7:00am nor later than 7:00pm.

**8. Promoters & Private Events.**

- a. No third-party promoters will conduct business on the Premises and no cover charge shall be collected to enter the Premises or partake in the offerings. "Third-party promoter" does not include individuals hosting private events or individuals accepting donations on behalf of or in partnership with charitable organizations on the Premises.

- b. Any queuing of guests for private events will occur at the front of the building, and, if necessary, wrap around the west side of the building facing Potomac Street, NW. Queues for patrons will not be set up in the private alley between the premises and Georgetown Park Mall.

**9. Parking and Transportation.**

- a. If offered, valet parking shall be staged on Potomac Street, NW, not on M Street, NW.
- b. Applicant shall include language on its online reservation system requiring that drop offs and pickups for patrons from taxicabs and ride sharing companies, including, but not limited to Uber, Lyft should occur on Potomac Street, NW. Applicant shall, through signage or other means, also remind patrons when leaving to wait for their ride on Potomac Street NW rather than in the space between the Establishment and Georgetown Park .

**10. Point of Contact for Establishment.**

- a. Applicant's website will prominently feature an email address to which any comments about the operation of the establishment may be addressed.
- b. At all times the establishment is open to the public, at least one member of Applicant's staff ("Point Person") who is on-site will be responsible for acting in a responsive manner if/when a concern arises with neighboring residents. This Point Person shall understand the terms of this Agreement; be empowered at all times to enforce the terms set forth herein; and will contact Applicant's owners as the situation necessitates.

**11. Notice & 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 ten (10) days of such notice. If a Party fails to cure within the ten (10) day period (or, with respect to a breach which reasonably requires more than ten (10) days to cure, fails to commence cure of such breach within ten (10) days diligently pursue such cure) failure shall constitute a cause for filing a complaint with the ABC Board.

Any notice which may be given hereunder shall be deemed to have been given if sent by mail or e-mail to the following:

If to Licensee:                      District Bodega LLC  
  % Troi Abu-Lughod, Managing Member  
  1714 Broadfield Lane  
  Vienna, VA 22182  
  districtbodega@gmail.com

If to ANC 2E:           Advisory Neighborhood Commission 2E  
                                  Attention: Lisa Palmer, SMD 2E05  
                                  3265 S Street, NW  
                                  Washington, DC 20007  
                                  2E05@anc.dc.gov

If to CAG:                Citizens Association of Georgetown  
                                  Attention: Cheryl Gray, President  
                                  1365 Wisconsin Avenue, NW  
                                  Washington, DC 20007  
                                  CAGMail@cagtown.com

12. **Binding Effect.** The Agreement shall be binding and enforceable against the Applicant and successors of Applicant.
  
13. **No Protest.** Upon execution of this Agreement by the Parties and its approval by the ABC Board, and in reliance thereupon, the ANC and CAG shall refrain from filing a protest against the Applicant's License application.

[signatures on the following page]



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

**ADVISORY NEIGHBORHOOD COMMISSION 2E**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Lisa Palmer, ANC 2E05

**THE CITIZENS ASSOCIATION OF GEORGETOWN**


By: Cheryl Gray Date: 5/26/20  
Cheryl Gray, President

**DISTRICT BODEGA LLC**

By: Hatroi Abu-Lughod Date: 5/4/2020  
Hatroi Abu-Lughod, Managing Member

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

**ADVISORY NEIGHBORHOOD COMMISSION 2E**

By:  Date: 5/22/20  
Lisa Palmer, ANC 2E05

**THE CITIZENS ASSOCIATION OF GEORGETOWN**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cheryl Gray, President

**DISTRICT BODEGA LLC**

By:  Date: 5/4/2020  
Hatroi Abu-Lughod, Managing Member