

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:)	
)	
DC Garden Hill, LLC)	
t/a DC Garden Hill)	
)	
Applicant for New)	License No.: ABRA-128404
Medical Cannabis Retailer License)	Order No.: 2025-837
)	
at premises)	
3414 11th Street, N.W.)	
Washington, D.C. 20011)	
)	

BEFORE: Donovan Anderson, Chairperson
Teri Janine Quinn, Member
Ryan Jones, Member
David Meadows, Member

PARTIES: DC Garden Hill, LLC, t/a DC Garden Hill, Applicant

Advisory Neighborhood Commission (ANC) 1A, Protestant

ORDER APPROVING SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that the parties identified above have entered into a Settlement Agreement (Agreement) 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. This Agreement constitutes a withdrawal of the Protest above the Protestants identified in this Order. Accordingly, on this 30th day of July 2025, the Settlement Agreement attached to this Order and submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order in accordance with Chapter 16B of Title 7 of the D.C. Official Code and the associated regulations.

The agreement, with the consent of the parties, shall be further **MODIFIED** as follows:

1. Section 4(f), Sentence 1 shall be modified to read as follows: In the event of noise violation, the Applicant shall install any sound mitigation improvements throughout the Premises as needed to address the problem, as a qualified acoustical engineer recommends.

As part of this agreement, the protestant has **WITHDRAWN** its protest and any objections filed against the Application. A Copy of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43cb06c09d5f094b730003d1dccc8

Donovan Anderson, Chairperson

Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member



Ryan Jones, Member

David Meadows

David Meadows, Member

Any party adversely affected may file a Motion for Reconsideration of this decision within ten days of service of this Order with the Alcoholic Beverage and Cannabis Administration, 899 North Capitol Street, N.E., Suite 4200-A, Washington, D.C. 20002. Also, pursuant to § 11 of the *District of Columbia Administrative Procedure Act*, Pub. L. 90-614, 82 Stat. 1209, D.C. Code § 2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, a party that is adversely affected may have the right to appeal this Order by filing a petition for review, within 30 days of the date of service of this Order, with the District of Columbia Court of Appeals, located at 430 E Street, N.W., Washington, D.C. 20001. Parties are advised that the timely filing of a Motion for Reconsideration 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). Parties are further advised that the failure to present all matters of record that have allegedly been erroneously decided in a motion for reconsideration may result in the waiver of those matters being considered by the Board. The Board also reserves the right to summarily deny or not consider multiple and repetitive motions.

Parties are also advised that the Superior Court of the District of Columbia may have jurisdiction to hear appeals in non-contested cases or in matters where that court is specifically provided jurisdiction by law. Finally, advisory neighborhood commissions (ANCs) are advised that their right to appeal or challenge a decision of the Board may be limited by the laws governing ANCs. *See e.g.*, D.C. Code § 1-309.10(g).

VOLUNTARY AGREEMENT

DC Garden Hill LLC t/a DC Garden Hill
Advisory Neighborhood Commission 1A

THIS AGREEMENT is made and entered into on this 16th day of July 2025 by and between DC Garden Hill LLC ("Applicant") and Advisory Neighborhood Commission 1A ("ANC 1A").

RECITALS

WHEREAS, Applicant has applied for a Medical Cannabis Retailer License (ABCA-128404) ("License") for a business establishment located at 3414 11th Street, N.W. ("Establishment"); and the application is currently pending before the District of Columbia Alcoholic Beverage and Cannabis Administration Board ("Board"); and,

WHEREAS, in recognition of the Board's policy of encouraging parties to address neighborhood concerns by negotiating agreements, the Parties hereto desire to enter into a Voluntary Agreement whereby (1) Applicant will agree to adopt specific measures to address ANC and community concerns, and (2) ANC and community representatives will agree to support the issuance of the license.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

1. Nature of the Establishment

- a. The Applicant will operate and manage a Medical Cannabis Retailer License or license approved by the Board, as defined by Title 7 of the District of Columbia Official Code and Title 22-C of the District of Columbia Municipal Regulations (DCMR).
- b. Any change in the business shall be considered by the parties to be a substantial change in the operation of great concern to residents and requires prior approval by the ABC Board subject to Board discretion under the law.

2. Hours of Operation & Cannabis Sales

The establishment's permitted hours of operation and sale of cannabis shall be as follows. It is understood that upon expiration of the hours, no patron may remain on the interior or exterior of the premises.

Day	Operation	Sales	Delivery
Sunday	10AM – 8PM	10AM – 8PM	10AM – 8PM
Monday	10AM – 8PM	10AM – 8PM	10AM – 8PM
Tuesday	10AM – 8PM	10AM – 8PM	10AM – 8PM

Wednesday	10AM – 8PM	10AM – 8PM	10AM – 8PM
Thursday	10AM – 8PM	10AM – 8PM	10AM – 8PM
Friday	10AM – 9PM	10AM – 9PM	10AM – 8PM
Saturday	10AM – 9PM	10AM – 9PM	10AM – 8PM

3. Endorsements

- a. Delivery. The applicant may have a delivery service for medical cannabis products and paraphernalia to be delivered to eligible patients and their caregivers at residential and commercial building addresses located in the District that are not on District government or Federal property or picked up curbside at the retailer's physical location.
 - Standard hours of delivery and curbside pick-up is permitted between the following hours: Sunday – Saturday 10am – 8pm

4. Noise Suppression

- a. Applicant acknowledges familiarity with and shall strictly comply with all applicable noise control provisions of District of Columbia law.
- b. Applicant shall take reasonable, necessary actions to ensure that music, noise, sounds, and vibrations from the Establishment are not audible inside any residential properties, in the vicinity, or on the sidewalks across the street from and adjacent to the Establishment. This may include making reasonable architectural modifications to the Establishment, making reasonable upgrades to windows on the premises, making reasonable upgrades to the sound system; and installing reasonable soundproofing and noise mitigation measures.
- c. Applicant agrees that exterior doors and windows shall not remain open after 10:00 PM when music or amplified sound is audible from the exterior of the Establishment.
- d. Applicant will take reasonably necessary steps to control the noise generated by the operation including from patrons entering or existing the establishment to avoid disturbing nearby residents.
- e. To the extent within Applicant's control, the establishment shall receive deliveries only between 8:00 AM and 6:00 PM daily.
- f. In the event of noise complaints, the Applicant shall install sound mitigation improvements throughout the Premises, as a qualified acoustical engineer recommends. The Applicant shall engage a qualified acoustic engineer to ensure that all good mitigation improvements are installed to the highest noise control industry standard.

5. Safety & Security

- a. Applicant shall develop and submit a security plan to ABCA that addresses potential security risks associated with operating a cannabis dispensary. The plan should include details on the number and roles of security guards, placement and

specifications of security cameras, secure storage of cannabis products, customer verification and access control, and emergency response procedures.

- b. Applicant shall furnish and install security cameras to provide complete coverage of the Establishment's interior, exterior, and exit areas.
- c. Applicant shall post signs and employ commercially reasonable efforts to prohibit patrons from smoking near residences, including designating a smoking area.
- d. Applicant shall discourage loitering in front of or in the vicinity of the Establishment, especially loud cursing, public drunkenness, fighting and other acts of aggression or violations of the law.

6. Trash & Rodent Control

- a. Applicant shall ensure that trash and recycling contractors pick up trash and materials no earlier than 8:00 AM and no later than 6:00 PM.
- b. Applicant shall deposit garbage and trash only in dumpsters and shall see that dumpster covers fit properly and remain fully closed except for such times when trash and garbage is being added or removed.
- c. Applicant shall eliminate accessible food sources and attractions for rodents, vermin, and other pests, including exterior sources of food, standing water, and shelter locations inside and outside the Establishment and within 15 feet of all entry/exit doors.
- d. Applicant shall contract a licensed exterminator to inspect the Establishment monthly or more frequently as needed and maintain recommended pest control measures.

7. Public Space

- a. Applicant agrees to make reasonable efforts to help keep the sidewalk (up to and including the curb), tree boxes, and adjacent alley area clean and free of litter, bottles, chewing gum, trash, and other debris, in accordance with applicable D.C. Code and Municipal Regulations. Recognizing that the premises are located above multiple ground-floor food and beverage establishments, the Applicant's responsibility shall be proportionate and cooperative in nature. The Applicant will regularly monitor the area and contribute to its upkeep, including providing cigarette urns or receptacles where patrons may gather to smoke, as appropriate.

8. Parking & Delivery

- a. Applicant shall notify patrons that there is limited parking in the vicinity and shall encourage the use of public parking garages, public transportation, or walking.
- b. Applicant shall discourage its employees and patrons from parking their vehicles illegally, on streets signed with parking restrictions, including time-limited parking, resident-only parking, and private, residential spaces in alleyways near the Establishment.
- c. Applicant shall 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.

- d. Applicant shall actively monitor and discourage idling vehicles, double-parking, blocking alley entries, and parking on sidewalks including those of patrons, employees, vendors, and contractors in the vicinity of the Establishment.
- e. Applicant shall coordinate with neighboring businesses regarding delivery scheduling and parking management to minimize conflicts in nearby alleyways and streateries areas. Applicant shall provide DDOT and ABCA-compliant delivery protocols that address safe ingress/egress from the alley given sightline restrictions from existing streateries.

9. Compliance with Regulations

- a. Applicant shall comply with regulations of the ABC Board, Department of Licensing and Consumer Protection (DLCP), Department of Health (DOH), Department of Public Works (DPW), Department of Buildings (DOB), and other applicable DC agency regulations regarding the conduct of its business and the ownership of the license.

10. License Ownership

- a. The Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. The Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

11. Binding Effect

- a. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Agreement applies.

12. Agreement Available Upon Demand

- a. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration investigators immediately upon request.

13. Modification of Agreement

- a. This Agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

14. Complaint Log

- a. The Establishment will offer an email address or online form where individuals may submit comments about the operation of the establishment. 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.

15. Complaint and Dispute Resolution Process

- a. Applicant is encouraged to respond promptly to all calls and encouraged to offer an acceptable resolution to the complaint. An emergency call is defined as one that affects the resident's quiet use and enjoyment due to noise, vibrations, or other disturbances generated from the Applicant's business operations or entertainment activities. Routine calls are for other matters addressed in this Agreement, such as trash or pest control. The Applicant's representative may address reported noise problems by lowering the volume of any noise, music, sounds, or vibrations to a level where it is no longer audible within the residence(s); or by the Applicant's designated representative addressing noise generated by patrons behaving in a loud or disorderly manner inside or outside the Establishment.
- b. The Applicant shall inform and train staff within seven days of hire and routinely train staff monthly after being hired regarding the details of this Agreement to facilitate an appropriate and timely response to resident complaints.

16. Notice and Opportunity to Cure

- a. In the event that any of the parties are 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, upon receiving notice the noticed party will have thirty (30) calendar days to cure. Failure to cure within thirty (30) calendar days (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursue such cure) shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to Title 7 of the District of Columbia Official Code.
- b. Any notices required to be made under this Agreements shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the respective parties at their business address. Notice shall be deemed given as of the time of receipt or refusal of receipt. Notices shall be provided by email, US mail, or hand-delivery as follows:

If to ANC:

Advisory Neighborhood Commission 1A

1a@anc.dc.gov

If to Applicant:

Mark Lumpkins, Owner

202-853-5077

DC.Gardenhill@gmail.com

IN WITNESS of which, by the signing of the representative of the Applicant and ANC, Applicant at this moment agrees to covenants above and ANC concur to the issuance of the medical cannabis retailer license to Applicant, provided that this agreement is incorporated into the Board's order issuing a medical cannabis retailer license, the issuance of which is conditioned upon compliance with the Agreement. Upon approval of the Board, this Agreement supersedes prior agreements.

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

For DC Garden Hill LLC (Trade Name: DC Garden Hill)

By:  box SIGN 1J35R885-1X2XK9Y8 Date: Jul 18, 2025

Mark Lumpkins, Owner

For ANC 1A

By:  box SIGN 4YY3KW25-1X2XK9Y8 Date: Jul 18, 2025

Jeremy Sherman, Chair ANC 1A

Advisory Neighborhood Commission 1A, at a properly noticed regular meeting of the Commission on July 16, 2025 with a quorum present, voted to approve this agreement.