

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

<b>In the Matter of:</b>	)	
	)	
George Washington University	)	
t/a Charles E. Smith Center	)	
	)	
Application for Substantial Change	)	Case No.: 19-PRO-00093
(Transfer to a New Location)	)	License No.: ABRA-001070
to Retailer's Class CX Multipurpose Facility License)	)	Order No.: 2019-670
	)	
at premises	)	
600 22nd Street, NW	)	
Washington, D.C. 20052	)	
	)	

George Washington University, t/a Charles E. Smith Center, Applicant

William Kennedy Smith, Chairperson, Advisory Neighborhood Commission (ANC) 2A

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member

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**ORDER ON SETTLEMENT AGREEMENT AND  
DISMISSAL OF ANC 2A'S PROTEST**

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The Application filed by George Washington University, t/a Charles E. Smith Center, (Applicant), for a Substantial Change for a transfer to a new location from 800 21st Street, NW, to 600 22nd Street, NW, of its Retailer's Class CX Multipurpose Facility License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on August 26, 2019, and a Protest Status Hearing on September 25, 2019.

The official records of the Board reflect that the Applicant and ANC 2A entered into a Settlement Agreement (Agreement), dated September 25 2019, 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 and Chairperson William Kennedy Smith, on behalf of ANC 2A, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2A.

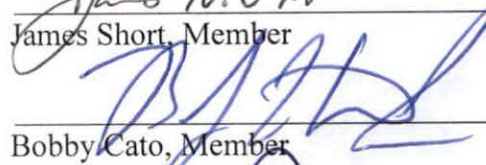
Accordingly, it is this 2nd day of October, 2019, **ORDERED** that:

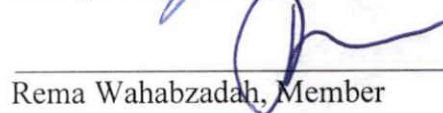
1. The Application filed by George Washington University, t/a Charles E. Smith Center, for a Substantial Change for a transfer to a new location of its Retailer's Class CX Multipurpose Facility License, is **GRANTED**;
2. The Protest of ANC 2A in this matter is hereby **WITHDRAWN**;
3. The above-referenced 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 Applicant and ANC 2A.

District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
James Short, Member

  
\_\_\_\_\_  
Bobby Cato, Member

  
\_\_\_\_\_  
Rema Wahabzadah, Member

  
\_\_\_\_\_  
Rafi Crockett, 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  
CONCERNING ISSUANCE OF A LICENSE FOR THE SALE OF  
ALCOHOLIC BEVERAGES**

This Settlement Agreement ("Agreement") is made this 25 day of September, 2019, by and between ~~The George Washington University at Charles E. Smith Center~~ (hereinafter "University" or "Applicant") and Advisory Neighborhood Commission 2A (hereinafter the "ANC") (collectively, the "Parties").

**WITNESSETH:**

**Whereas**, Applicant has applied to transfer its class CX retail Multipurpose Facility License No. ABRA-001070 from the Cloyd Heck Marvin Center, 800 21st Street, NW, Washington, DC to a new location at the Charles E. Smith Center, 600 22nd Street, NW, Washington, DC (the "Application");

**Whereas**, the Multipurpose Facility establishment at 600 22<sup>nd</sup> Street, NW is located within the boundaries of the ANC; and

**Whereas**, the Parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures as noted below, to address concerns of ANC 2A and to include this Agreement as a formal condition of its Application to the Alcoholic Beverage Regulation Administration ("ABRA"). The ANC will agree to the approval of such license provided that this Agreement is incorporated into the Alcoholic Beverage Control ("ABC") 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**

(a) At all times, the Applicant shall operate with the primary purpose of providing food and beverage service for University sporting events and other University-related events. The 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 (1) 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 Alcoholic Beverage Sales and Service shall not exceed:**

Monday through Saturday: 12:00 pm - 12:00 am

Sunday: 12:00 pm - 12:00 am

Primarily, the use of this license within the aforementioned hours will be to serve patrons of ticketed sports events involving the University's sports teams.

Notwithstanding the foregoing, from time to time the University shall, through an ABRA-licensed caterer, be permitted to serve alcoholic beverages at catered events open to certain invitees (e.g., donor events not open to the general public) at times outside of the above-referenced hours.

### **3. Occupancy**

The total patron occupancy load inside the establishment shall be 7,594 (seated and standing) with a seating capacity of 5,200.

### **4. Sales and Service of Alcoholic Beverages**

The Applicant and its food and beverage contractor will adhere to the following.

(a) An onsite manager (appropriately licensed by ABRA) will be present at any time alcohol beverages are sold;

(b) Any food and beverage contractor hired by the Applicant and such contractor's staff will be responsible for checking identification of all potential purchasers using best practices;

(c) All staff serving alcohol will be certified as having completed an "Alcohol Awareness Training" program recognized by ABRA; and

(d) Last call for alcohol sale and service no later than one hour before closing.

### **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 to:

(a) 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) Not place outside in the public space any loudspeaker, recorded music 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.

### **6. Parking and Traffic**

The Applicant will continue to schedule events as outlined in its traffic management plan associated with its 2007 Foggy Bottom Campus Plan to minimize impacts of traffic on the District roadways and surrounding neighborhoods, including as follows.

(a) Schedule events at times that reduce conflicts with other traffic and parking demands;

- (b) Promote public transportation to event attendees; and
- (c) Promote use of on campus parking garages to attendees of all events.

Both (b) and (c) are done through the University's website (for more information see <https://transportation.gwu.edu/visitors> ) and also emails sent to ticket holders before each game that point to the use of public transportation with directions to and from the Foggy Bottom Metro station and directions and information regarding the use of nearby parking garages.

#### **7. 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 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.

#### **8. Exterior including public space**

(a) Applicant shall assist in the maintenance of the sidewalks and public space around the Smith Center building 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 around the Smith Center building during business hours and at closing, and to cause patrons to leave those areas quietly at closing. In addition, Applicant shall make every reasonable effort to ensure that no patron leaves the building with any cups or similar open container with alcoholic beverages in it.

(c) Applicant shall make reasonable efforts to manage the line of patrons waiting to get into the establishment such as to minimize noise and prevent the obstruction of pedestrian using the public sidewalk as a passageway.

#### **9. 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 Applicant and its manager is not present and managing the business, unless the event does not have alcohol being served.

#### **10. Bar/Pub Crawls**

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

**11. Consideration of Neighbors**

Applicant will encourage employees, contractors 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 9:00 pm to 7:00 am.

**12. Licensee Point of Contact**

Applicant's point of contact person is Mr. Kevin Days, Director of Community Relations, [kdays@email.gwu.edu](mailto:kdays@email.gwu.edu). The ANC is encouraged to contact Mr. Days with any complaints or concerns regarding the operation of the establishment related to this Agreement.

**13. 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 2A, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

**14. Regulations**

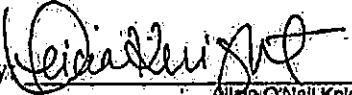
In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations.

**15. Availability of Settlement Agreement**

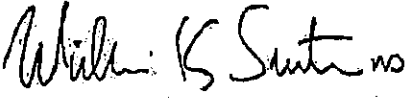
Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

(Signatures on Following Page)

**APPLICANT**

By:   
Name: Alicia O'Neil Knight  
Title: Senior Associate Vice President for Operations  
The George Washington University  
Date: 9/25/2019

**ANC.2A**

By:   
Name: William Kennedy Smith  
Title: Chairperson  
Date: 9/25/2019