

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Mimsy Lindner, on behalf of ANC 2E; and Tara Sakraida, on behalf of CAG; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG.

Accordingly, it is this 24th day of April 2024, **ORDERED** that:

1. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;
2. 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
3. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43cb66c9d5f09e4e730069d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 547ae373f820de6ac8d1b332d2049ec

James Short, Member



Silas Grant, Jr., Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 and Cannabis 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 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 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 BILLY HICKS GEORGETOWN LLC; ADVISORY
NEIGHBORHOOD COMMISSION 2E; AND THE CITIZENS ASSOCIATION OF
GEORGETOWN**

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 8th day of April 2024 by and between Billy Hicks Georgetown LLC t/a Billy Hicks (“Applicant”), Advisory Neighborhood Commission 2E (“ANC2E”), and The Citizens Association of Georgetown (“CAG”), also referred to collectively as the “Parties.”

WHEREAS, Applicant has applied for a Retailer's Class C Restaurant ABC license (ABRA-127289) with Summer Garden, Sidewalk Cafe, Entertainment, Alcohol Carryout & Delivery, Holiday Extension, Streatery, and Sports Wagering Endorsements ("License") at 3277 M St., 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 & Cannabis 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.**
 - a. Interior: The Premises’ interior shall not exceed 99 seats.
 - b. Summer Garden: The Summer Garden’s occupancy shall not exceed 18 patrons and shall be located on the Potomac Avenue, NW side of the building raised above the ground.
 - c. Occupancy Load: The Premises’ total occupancy load shall not exceed 135 patrons; this figure does not include seating on the Sidewalk Cafe or Streatery.
 - d. Sidewalk Cafe: The Sidewalk Cafe’s occupancy shall not exceed 12 patrons and shall be located on Potomac Avenue, NW.
 - e. Streatery: The Streatery seating shall not exceed 25 patrons and shall be located on M Street, NW.
3. **Hours & Endorsements.**
 - a. The Hours of Operation for the Premises’ interior shall be:
 - i. Sunday, 8:00am – 10:00pm;
 - ii. Monday through Thursday, 7:00am – 12:00am;
 - iii. Friday, 7:00am – 1:00am; and
 - iv. Saturday, 8:00am – 1:00am.
 - b. The Hours of Sales, Service & Consumption of Alcoholic Beverages for the Premises’ interior shall be:
 - i. Sunday, 9:00am – 10:00pm;
 - ii. Monday through Thursday, 10:00am – 12:00am;
 - iii. Friday, 10:00am – 1:00am; and
 - iv. Saturday, 9:00am – 1:00am.

- c. The Hours of Entertainment for the interior shall be:
 - i. Sunday, 10:00am to 10:00pm;
 - ii. Monday through Thursday, 10:00am – 12:00am; and
 - iii. Friday & Saturday, 10:00am – 1:00am.
 - iv. There is no Entertainment Endorsement for the exterior seating areas.

- d. Exceptions to the stated hours shall be granted for:
 - i. Days designated by the ABC Board and/or the DC Office of Lottery and Gaming (“OLG”) 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 (“Council”), OLG, 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. On January 1 of each year Applicant may operate, sell, serve, and permit the consumption of alcoholic beverages on the interior premises until 4:00 am; and
 - iv. Applicant may apply for a one-day substantial change in accordance with 23 DCMR § 100, without objection from ANC2E or CAG, to provide Entertainment on the interior premises until 2:30 am on days when the ABC Board, OLG, or Council permits extended hours for licensees as described in 3(c)(ii) and on January 1 of each year.

- e. The Hours of Operation for the Summer Garden, Sidewalk Cafe, and Streatery shall be:
 - i. Sunday, 8:00am – 9:00pm;
 - ii. Monday through Thursday, 7:00am – 10:00pm;
 - iii. Friday, 7:00am – 10:00pm; and
 - iv. Saturday, 8:00am – 10:00pm.

- f. The Hours of Sales, Service & Consumption of Alcoholic Beverages for the Summer Garden, Sidewalk Cafe, and Streatery shall be:
 - i. Sunday, 9:00am – 9:00pm;
 - ii. Monday through Thursday, 10:00am – 10:00pm;
 - iii. Friday, 10:00am – 10:00pm; and
 - iv. Saturday, 9:00am – 10:00pm.

There shall be no pitchers of beer served on the Summer Garden, Sidewalk Cafe, and Streatery.

- g. The Hours of Carryout & Delivery of Alcoholic Beverages shall be:
 - i. Sunday, 9:00am – 10:00pm;
 - ii. Monday through Thursday, 10:00am – 12:00am;
 - iii. Friday, 10:00am – 1:00am; and
 - iv. Saturday, 9:00am – 1:00am.

- h. Sports Wagering Endorsement.
 - i. Applicant’s Sports Wagering Endorsement may include one (1) self-service kiosk, one (1) teller window, and geo-fenced applications for phones while on the Premises.
 - ii. To the extent permitted by law, Applicant shall limit the maximum cash payout to a patron for a single bet to be no greater than \$500.00.

4. **Noise.**
 - a. Applicant shall comply with D.C. Code § 25-725 and follow the noise level requirements set forth in Chapter 27 of Title 20 of the District of Columbia Municipal Regulations.
 - b. No glass bottles shall be disposed of outside in a manner that creates audible noise between 10:00pm and 7:00am daily.
 - c. Applicant shall not install speakers in the Streatery or Sidewalk Cafe.
 - d. Any speakers installed on the Summer Garden shall be unidirectional speakers pointed inwards toward the establishment. Any music played shall not be audible outside of the Summer Garden seating area and shall cease by 8:00pm daily.

5. **Public Space & Trash.**
 - a. Applicant shall maintain the public space adjacent to and in front of the Premises in a clean and orderly manner. Applicant shall use sealable container(s) for trash, food waste, and recycling designed to prevent intrusion by rodents, vermin, and other pests. Applicant will dispose of all trash in the trash collection area located behind the Premises.
 - b. Applicant shall ensure that the area from where trash is picked up is clean and free of trash and other debris on the ground once the receptacles have been placed back inside the trash room.
 - c. Trash pick-up will not occur between the hours of 10:00pm and 7:00am.
 - d. The Streatery and Sidewalk Cafe seating will be maintained in an orderly manner and routinely monitored for cleanliness. The Sidewalk Cafe tables shall seat a maximum of two-persons per table. Applicant shall secure, stack, and lock furniture used for outdoor dining in a manner that discourages its use by others after Applicant's outdoor operations have ceased.

6. **Parking and Deliveries.**
 - a. Applicant shall not accept deliveries from vendors between the hours of 10:00pm and 7:00am. If parking on M Street, NW, Applicant shall encourage vendors to make deliveries before 4:00pm or after 6:00pm weekdays.
 - b. Applicant shall not knowingly accept deliveries from vendors parked illegally.
 - c. Applicant shall not knowingly provide orders to third-party delivery services or patrons who are parked illegally.

7. **Cleaning & Pest Control.** Applicant shall maintain a contract with a professional, licensed cleaning company to provide routine cleaning of the Premises. Applicant will maintain a contract with a professional, licensed pest control company to provide routine (at least once per month), and as needed, control of pests and vermin at the Premises.

8. **Promoters & Private Events.** No third-party promoters will conduct business on the Premises and no cover charge shall be collected to enter the Premises. "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.

9. **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: Billy Hicks Georgetown LLC
1303 Wisconsin Ave., NW
Washington, DC 20007
Attn: David Greenberg, Vice President
dgreenberg@gse-wtp.com

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

If to CAG: Citizens Association of Georgetown
Attention: Executive Director
1365 Wisconsin Avenue, NW
Washington, DC 20007
brittany@cagtown.org

10. **Effect.** The Agreement shall be binding and enforceable against the Applicant and successors of Applicant. Any reference to specific laws and regulations in this Agreement is meant for informational purposes only. The Parties do not intend for a violation of any DC law or regulation to also be considered a violation of this Agreement.
11. **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 withdraw their pending protests 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.

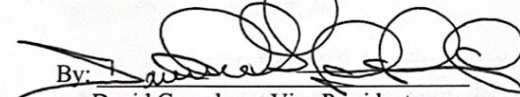
ADVISORY NEIGHBORHOOD COMMISSION 2E

By: _____
Mimsy Lindner, ANC 2E05

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: Tara Sakraida
Tara Sakraida Parker, President

BILLY HICKS GEORGETOWN LLC

By: 
David Greenberg, Vice President

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

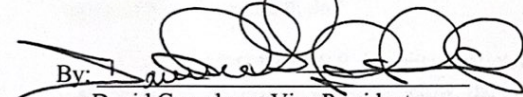
ADVISORY NEIGHBORHOOD COMMISSION 2E

By: Mimsy Lindner
Mimsy Lindner, ANC 2E05

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: _____
Tara Sakraida Parker, President

BILLY HICKS GEORGETOWN LLC

By: 
David Greenberg, Vice President