

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

**In the Matter of:**

Alley Cats Hospitality, LLC  
t/a Calico

Applicant for a Renewal of a  
Retailer's Class CR License

at premises  
50 Blagden Alley, NW  
Washington, D.C. 20001

Case No.: 25-PRO-00048  
License No.: ABRA-104594  
Order No.: 2025-712

Alley Cats Hospitality, LLC, t/a Calico, Applicant

Steven M. McCarty, Chairperson, Advisory Neighborhood Commission (ANC) 2G, Protestant

**BEFORE:** Donovan Anderson, Chairperson  
Silas Grant, Jr., Member  
Teri Janine Quinn, Member  
Ryan Jones, Member  
David Meadows, Member

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 2G'S PROTEST**

The Application filed by Alley Cats Hospitality, LLC, t/a Calico (Applicant), for Renewal of its Retailer's Class CR License, was protested by ANC 2G.

The official records of the Board reflect that the Applicant and ANC 2G have entered into a Settlement Agreement (Agreement), dated June 8, 2025, 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 Steven M. McCarty, on behalf of ANC 2G, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2G of this Application.

Accordingly, it is this 11th day of June 2025, **ORDERED** that:

1. The Application filed by Alley Cats Hospitality, LLC, t/a Calico, for renewal of its Retailer's Class CR License, located at 50 Blagden Alley, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2G in this matter is hereby **WITHDRAWN**;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;
4. This Settlement Agreement replaces and supersedes all previous Settlement Agreements between the Parties; and.
5. 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: ac43cb06c09d5f09e4b730003d1dccc8

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Donovan Anderson, Chairperson

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Silas Grant, Jr., Member

*Teri Janine Quinn*

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Teri Janine Quinn, Member



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Ryan Jones, Member



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David Meadows, 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, 899 North Capitol Street NE, Suite 4200 B (Alcohol Division), Suite 4200 A (Medical Cannabis Division), Washington, DC 20002.

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).



Advisory Neighborhood Commission 2G

## ALCOHOLIC BEVERAGE & CANNABIS LICENSING

### Amended and Restated Settlement Agreement

THIS AMENDED AND RESTATED SETTLEMENT AGREEMENT (“**Agreement**”) is made on this \_\_\_ day of June 2025, by and between Alley Cats Hospitality, LLC t/a Calico (“**Applicant**”) and Advisory Neighborhood Commission 2G (“**ANC 2G**,” and together with Applicant, the “**Parties**”). This Agreement replaces and supersedes the current 2017 Settlement Agreement as first amended in 2020 by the Parties.

### RECITALS

A: Applicant has applied for renewal of its Class “C” Restaurant License (the “**License**”) for a business establishment (“**Establishment**”) located in a portion of the building at 1222 9<sup>th</sup> Street NW, Washington, DC (the “**Premises**”); and

B: The Parties have a Settlement Agreement dated November 13, 2013 and first Amended on Dec. 14, 2017 which was finalized by the Alcoholic Beverage and Cannabis Board (“**Board**”) on December 20, 2017 by Board Order No. 2017-641;

C: Applicant desires to cooperate with ANC 2G in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and

D: In lieu of contested protest proceedings regarding the renewal application for the License, the Parties wish to enter into this Agreement pursuant to D.C. Official Code Sec. 25-446 to address such concerns:

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. Nature of the Business. Applicant will manage and operate a restaurant and bar serving prepared foods and beverages.

3. Hours of Operation. It is understood that upon expiration of the below hours of operation, no patron may remain in the interior of the Premises. Applicant's hours are the following:
- a. Interior Operations: 7: 00am – 1:00am Sunday through Thursday; and 7:00am – 2:00am Friday & Saturday; and
  - b. Interior Hours of Alcohol Sales/Service/Consumption: 8:00am – 1:00am Sunday through Thursday; and 8:00am – 2:00am Friday & Saturday; and
- Additionally:
- c. Exceptions to the standard hours shall be granted for:
    - I. On days designated by the Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours," Applicant may avail itself to such hours;
    - II. In the event the Council of the District of Columbia or the Board grants licensees in general extended operating hours for specific occasions (e.g., Inauguration or World Cup), Applicant may avail itself of such extended hours; and
    - III. On January 1 of each year, Applicant may operate until 3:00am on the interior.
    - IV. ANC 2G will not object to Applicant applying for a One Day Substantial Change Permit to temporarily changes its operations (e.g., additional hours, adding Entertainment, etc.) as part of a specific event up to six times per year in accordance with District law.
4. Summer Garden. Applicant may have outside seating in accordance with a Summer Garden Endorsement to its License. Summer Garden Hours of Operations and Alcohol Sales/Service/Consumption: 8:00am – 11:00pm Sunday through Thursday; and 8:00am – 1:00am Friday & Saturday. Applicant shall stop serving alcohol in the Summer Garden 30 minutes prior to the end of operations ("Last Call"). However, the Parties acknowledge that any alcohol purchased at or before Last Call may be consumed on the Summer Garden until the end of alcohol sales/service/consumption hours. Applicant will maintain the outdoor space in clean and orderly condition and inspect the space regularly for compliance.
5. Entertainment. Applicant may have live Entertainment inside the Premises with an Entertainment Endorsement to its License. Entertainment shall end at 11:00pm Sunday through Thursday and 12:00am Friday & Saturday.
6. Noise. Applicant shall adhere to D.C. Official Code Sec. 25-725 with respect to the emanation of noise from the Establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment.
7. Trash and Recycling. Applicant will contract with a trash and recycling contractor to provide sealable container(s) for trash, food waste, and recycling designed to prevent rodent intrusion. Applicant shall require its trash and recycling contractors to pick up trash and materials not

earlier than 7:00 am. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner that creates noise audible outside of the Premises after 11:00 pm.

8. Rat and Vermin Control. Applicant will maintain a contract with a professional, licensed rat, pest, and vermin control company to provide for routine control for the interior and exterior of the Premises as needed to control pests.
9. Patrons. Applicant shall post a sign at the exit(s) which includes statements for the patrons to respect the peace and quiet for the neighbors upon entering and exiting the Premises.
10. Parking & Deliveries. Applicant shall encourage its employees to park legally and refrain from parking in the alley. Applicant shall encourage vendors to park legally when making deliveries.
11. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the Premises and made available to law enforcement officers and Alcoholic Beverage and Cannabis Administration ("ABCA") inspectors immediately upon request.
12. Compliance with ABCA Regulations. Applicant shall abide by all applicable ABCA regulations regarding ownership of the License. Parties acknowledge that any reference to the DC Code or regulations are for reference only and a violation of the DC code or regulations does not constitute a violation of this Agreement.
13. Participation in the Community. Applicant is encouraged to send a representative from time to time to meetings of ANC 2G and its Alcoholic Beverage and Cannabis Licensing Committee ("ABCLC"). Participation in ANC 2G and ABCLC meetings promote open lines of communication, neighborhood involvement, and awareness of current ABRA issues. Dates and times can be found at [www.ANC2G.org](http://www.ANC2G.org).
14. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Board. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.
15. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other party of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have fourteen (14) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, the lessor of seventy-two (72) hours or such shorter period as may be reasonable under the circumstances to immediately restore peace, order, and quiet. If the breach is not cured with the notice period – or, with respect to a breach that reasonably requires more than fourteen (14) days to cure, efforts to cure the breach have not been commenced – failure shall constitute cause for ANC 2G to file a complaint with the Board pursuant to D.C. Official Code Sec. 25-446(e) in order to enforce the provisions of this

Agreement. Any notices required to be made under this Agreement shall be in writing and sent either via email or certified mail, return receipt requested, to the Parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Alley Cats Hospitality LLC t/a Calico  
Attention: Greg Algie  
50 Blagden Alley, NW  
Washington, DC 20001  
notice@calicodc.com

If to ANC 2G: Advisory Neighborhood Commission 2G  
P.O. Box 26181  
Washington, DC 20001  
2G@anc.dc.gov

Either party may change its notice address by written notice to the other. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Board or any other enforcement action.

*[signatures on the following page]*

**ALLEY CATS HOSPITALITY, LLC**

By:   
Name: Greg Algie  
Title: Managing Member

Date: 6.5.25

**ADVISORY NEIGHBORHOOD COMMISSION 2G**

By:   
Name: ~~Rachelle Nigro, 2G06~~ Steven M. McCarty, 2G04  
Title: Chairperson ANC 2G

Date: 06/08/2025