

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

In the Matter of:)
)
Entice Lounge, LLC)
t/a Entice Lounge)
)
Applicant for a New)
Retailer’s Class CR License)
)
at premises)
1725 Columbia Road, NW)
Washington, D.C. 20009)
)

Case No.: 21-PRO-00078
License No.: ABRA-117477
Order No.: 2022-008

Entice Lounge, LLC, t/a Entice Lounge, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

Fiona Clem, Chairperson, Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

Ellen Jaffe, on behalf of A Group of Five or More Individuals

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Aliya Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by Entice Lounge, LLC, t/a Entice Lounge, Applicant (Applicant), for a new Retailer’s Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 8, 2021 and a Protest

Status Hearing on November 1, 2021, and Protest Status Hearing on December 1, 2021, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 1C, KCA, and a Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated January 5, 2022, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson Fiona Clem, on behalf of ANC 1C; Denis James, on behalf of KCA; and Protestants of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1C, KCA, and the Group of Five or More Individuals.

Accordingly, it is this 12th day of January 2022, **ORDERED** that:

1. The Application filed by Entice Lounge, LLC, t/a Entice Lounge, for a new Retailer's Class CR License, located at 1725 Columbia Road, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1C, KCA, and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;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 Parties.

District of Columbia
Alcoholic Beverage Control Board

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Donovan Anderson
Key: ac43206b11-d5f6-4e-b7300901d4ec8

Donovan Anderson, Chairperson

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James Short
Key: 5d7e070217-0e66c1-12335-0e2748e1

James Short, Member

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Bobby Cato
Key: 2886dfca0f91-66c9f4b75a7f917c2001

Bobby Cato, Member

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Rafi Aliya Crockett, Member
Key: b56261843e1b040141566c12d11c

Rafi Crockett, Member

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Jeni Hansen, Member
Key: 02720010706447401b567c3a4135

Jeni Hansen, Member

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Edward S. Grandis, Member
Key: 5027bda70060940-14311b52541ce5

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 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 (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**

AGREEMENT, made this 5th day of January, 2024, by and among Entice Lounge, LLC, t/a Entice Lounge, (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), the Kalorama Citizens Association (hereinafter "KCA"), and The Group of Five or More-- Andy Bickford, Julie Bondanza, John Carter, Margaret Devoe, David Dom, Gabrielle Fisher, Gay Glading, Randy Hansen, Sara Harris, John Harrison, Ellen Jaffe, Patrick Manda, Steve McKivitt, Nancy Shia, John Taht, Joseph Thompson, and Tobias Wofford ("the Jaffe Group"), (collectively, the "Parties"), witnesseth:

Whereas, Applicant has applied for a Retailer's Class "C" Restaurant license, to be located at 1725 Columbia Road, NW, license number ABRA-117477.

Whereas, the restaurant is located within the boundaries of ANC 1C and KCA.

Whereas, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address concerns of ANC 1C, KCA and the individual parties, and to include this Agreement as a formal condition of its application to the Alcoholic Beverage Regulation Administration ("ABRA"). ANC 1C, KCA and the individual parties will agree to the approval of such license provided that this Agreement is incorporated into the Alcoholic Beverage Control 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

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections shall be offered to patrons. The kitchen shall be staffed and maintained, open and operational, with food menu items available until at least one hour before closing. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them, in accordance with the hours listed in provision 2.

2. Hours of operation shall not exceed:

Inside:

Sunday through Thursday: 10:00 am – 2:00 am

Friday and Saturday: 10:00 am - 3:00 am

Sidewalk Cafe:

7 days a week: 10:00 am - 11:00 pm

Last call will be announced 30 minutes before closing and all sales of alcohol will end 20 minutes before closing, each night of operation.

3. Occupancy

The total occupancy load inside the establishment shall be 115 with a seating capacity of 115. The sidewalk cafe seating capacity shall be 25.

4. Entertainment

The Entertainment Endorsement shall be limited to a DJ and Sip and Paint events only at the establishment. There shall be no Cover Charge associated with DJ activity.

5. Cover Charge

A cover charge shall be permissible at the establishment only in connection with Sip and Paint events (a timed painting event, with an instructor, where alcoholic beverages may be sold, served and consumed) at the establishment where patrons can arrange their participation in such events through internal promotions or external websites.

6. 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:

(a) To 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) Applicant agrees not to place outside in the public space, any loudspeaker, tape 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.

(c) Sound from inside will not be audible in residential housing units.

(d) Applicant agrees to install triple-glazed sound-reducing windows on all levels of the front facade of the building at 1725 Columbia Road, where the establishment will be located. Additionally, Applicant agrees to install a double-door system with 6' (six feet) between the doors to reduce emissions of sound when the doors are in use. All glass in these doors will also be of a sound-reducing type. These windows shall be kept closed during the operational hours at the establishment. The doors shall be kept closed at all times except when used for ingress and egress.

7. Trash/Garbage/Rodents

(a) Applicant shall maintain at least five days per week of 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 containers and shall see that container covers fit properly and remain fully closed except when trash or garbage is being

added or removed. Applicant shall eliminate food sources for rodents to help eliminate the rat population.

(b) Applicant agrees to segregate recyclables from trash and to recycle cardboard, plastic bottles, jars and other containers as well as glass bottles and other glass refuse. Recycling at the establishment shall be done in such a way as to avoid loud noise after 10 pm.

(c) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will deposit grease or fatty oils only in a container designed for that purpose and maintain the services of a grease removal company.

(d) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

8. Exterior including public space

(a) Applicant shall assist in the maintenance of the space in front of the establishment to at least 18 inches outward from the curb as needed to keep it free of trash and 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 front of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

9. Third Party Events

Applicant agrees to operate the establishment under the terms of its license and will not rent out or otherwise allow the establishment to be used by third parties for events where the owner/manager is not present and actively managing the business. Further, Applicant agrees to not allow control of the establishment by promoters.

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 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 to a minimum from 10:00 pm. to 8:00 am.

12. 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 1C,

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


13. Regulations

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC or KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

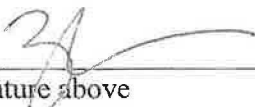
14. Availability of Settlement Agreement

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

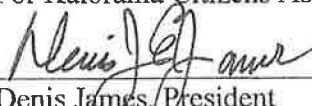
For Entice, LLC

DocuSigned by:

By: 3880BE27EEB4BE 1/5/2022
Signature above Date
Zerihun Amente, Owner
Print name and title above


For Advisory Neighborhood Commission 1C

By:  1/8/2022
Signature above Date
Fiona Clem, Chairperson, ANC 1C
Print name and title above

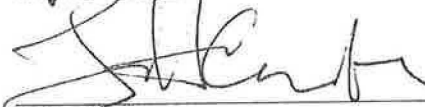
For Kalorama Citizens Association

 1-5-2022
Denis James, President Date

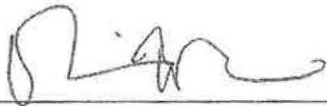
The Group of Five or More

 5 Jan 2022
Andy Bickford Date


 1/5/2022
Julie Bondanza Date

 1/5/2022
John Carter Date

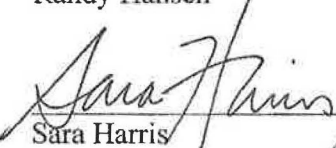
 1/6/2022
Margaret Devoe Date


David Dorn Date 1/6/2022


Gabrielle Fisher Date 1/5/2022


Gay Glading Date 1/6/22

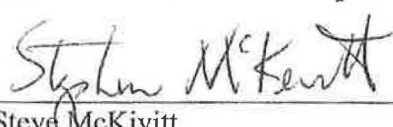

Randy Hansen Date 1/6/22

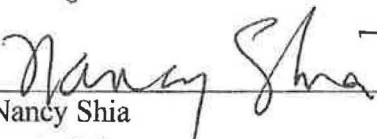

Sara Harris Date 1/5/22


John Harrison Date 1/5/22


Ellen Jaffe Date 1/5/2022


Patrick Manda Date 1/5/2022


Steve McKivitt Date 1-5-2022


Nancy Shia Date 1-5-2022


John Taht Date 1/8/22


Joseph Thompson Date 1-5-2022

Tobias Wofford 1/16/22
Tobias Wofford Date