

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

In the Matter of:)
)
L2LHDC, LLC)
t/a L Vel Tu)
)
Applicant for a New)
Retailer’s Class CT License)
)
at premises)
528 H Street, NE)
Washington, D.C. 20002)
)

Case No.: 24-PRO-00086
License No.: ABRA-129153
Order No.: 2024-600

L2LHDC, LLC, t/a L Vel Tu, Applicant

Christy Kwan, Commissioner, Advisory Neighborhood Commission (ANC) 6C, Protestant

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 6C’S PROTEST**

The Application filed by L2LHDC, LLC, t/a L Vel Tu (Applicant), for a New Retailer’s Class CT License, was protested by ANC 6C.

The official records of the Board reflect that the Applicant and ANC 6C entered into a Settlement Agreement (Agreement), dated August 6, 2024, 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 Commissioner Christy Kwan, on behalf of ANC 6C, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6C of this Application.

Accordingly, it is this 28th day of August 2024, **ORDERED** that:

1. The Application filed by L2LHDC, LLC, t/a L Vel Tu, for a New Retailer's Class CT License, located at 528 H Street, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6C in this matter is hereby **WITHDRAWN**;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, except for the following modification:

Section 4 (Deliveries) – The following language shall be added to the end of this section: “The requirement not to idle engines and park in accordance with this section shall only apply to vehicles under the direction or control of the applicant.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: ac432b99b59d5f0e4b730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 54f7a9373f920de6ac8e1b332d22949e

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 for ANC 6C & L Vel Tu

Prefatory language

This agreement is made and entered into this 6th day of August 2024 by and between L2LHDC, LLC doing business as L Vel Tu (“Applicant”) and Advisory Neighborhood Commission 6C (“Protestant”).

WHEREAS Applicant has filed an application with the District of Columbia Alcoholic Beverage and Cannabis Board (“ABC Board”) for a new Retailer’s Class “C” Tavern license (“License”) ABRA-129153 for premises 528 H Street NE, Washington, DC, and

WHEREAS, in recognition of the ABC Board’s policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestant’s concerns and Protestant will agree to the issuance of the License and withdraw its Protest,

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

Body of agreement

- 1. Nature of Business:** Applicant will operate at all times in accordance with all licenses, permits, and endorsements issued by the Board. Food service will be available until closing. Applicant will not make its premises available to non-employee promoters for presentation of advertised parties or events intended to generate profit for such promoters. Applicant will not participate in any pub-crawl promotions. Applicant shall not install or operate game-of-skill devices or sports-wagering devices or kiosks.
- 2. Hours of Inside Operation and Service:** The hours of operation inside the premises shall not exceed 11:00am – 1:00am Sunday through Thursday and 11:00am – 2:30am Friday through Saturday. The hours of alcoholic beverage sales, service, and consumption inside the premises shall be 11:00am – 1:00am Sunday through Thursday and 11:00am – 2:30am Friday through Saturday.
- 3. Last Call:** For purposes of reducing late night noise in the neighborhood and to encourage an orderly and sober departure from the establishment, Applicant will make a Last Call announcement 30 minutes before the end of the permitted hours of service and consumption to inform patrons of their last opportunity to buy alcoholic beverages. Alcoholic beverages purchased prior to Last Call may be consumed until the end of the Licensee’s hours of operation.

- 4. Deliveries:** To maintain the peace, order, and quiet of the surrounding neighborhood, Applicant shall receive all deliveries (whether of food, beverages, or other materials and supplies) between 9:00am – 5:00pm Monday through Saturday. Vehicles making deliveries shall not idle their engines except as necessary to operate refrigeration equipment. At no time shall any vehicle making any delivery to (or pick-up from) the Applicant park or stand on H St NE nor shall any such vehicle park or stand in or upon, or otherwise obstruct, any crosswalk, sidewalk, bicycle lane, or alley. All deliveries shall be made using the 6th St NE loading zone and not through the alley or by vehicles parked or standing on H St.
- 5. Noise Suppression:** The Applicant’s operation shall at all times comply with the D.C. Noise Control Act and D.C. Official Code § 25-725. Applicant acknowledges that noise is a critical issue for the neighborhood.

 - a. Applicant shall encourage employees and patrons to be considerate of residents in the neighborhood by keeping voices and other noises at a level that will not disturb the peace, order, quiet, and tranquility of residents in the enjoyment of their homes.
 - b. Applicant will not dispose of glass bottles in outdoor trash or recycling receptacles after 10:00 pm.
- 6. Removal of Grease and Oils:** Applicant will provide for the proper removal and recycling of grease and oils and will not deposit these substances in dumpsters, trash cans, street gutters, or catch basins.
- 7. Waste Pick-Up and Removal:** Applicant will maintain regular trash, recycling, and grease removal service only during the hours 9:00am – 5:00pm Monday through Saturday.
- 8. Sanitation and Pest Control:** The Applicant shall keep trash, recycling, and grease container lids tightly closed and incapable of being entered by rodents, to limit odors and help control the pest (insect) and rodent population. Applicant will contract for regular rodent and pest abatement.
- 9. Rear Yard and Alley Gate:** The alley gate to Applicant’s rear yard shall be fully closed and secured at all times other than during deliveries or trash, recycling, or grease collection. The Applicant shall prohibit and prevent employees and others from congregating outside at the rear of the property.

- 10. Maintenance of Property:** Applicant will clear snow from the sidewalk adjacent to the premises within three (3) daylight hours after snowfall ends.
- 11. Storefront:** The Applicant shall maintain visibility from the street through the storefront glazing into the premises and shall not render the storefront glazing opaque with graphics, films or window treatments. If security shutters are installed, they shall have openings permitting not less than 75% visibility.
- 12. Withdrawal of Protest:** Protestant agrees to the issuance of the license and the withdrawal of its protest upon execution of this Agreement, if this settlement agreement is incorporated into all ABC Board orders issuing, amending, or renewing the license, which order is thereby conditioned upon compliance with this agreement.
- 13. Right to Seek Redress:** The parties agree that any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) to enforce the provisions of the agreement.

Signature block

IN WITNESS WHEREOF, the parties place their signatures to this agreement, this 6th day of August 2024.

L2LHDC, LLC t/a L Vel Tu



Hakeem Temidayo, Owner

Advisory Neighborhood Commission 6C



Christy Kwan, Commissioner, 6C01
(as designated ANC 6C representative)