

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

In the Matter of:)

Library Tavern, LLC)
t/a Library Tavern)

Petition to)
Amend or Terminate Settlement Agreement)
for a Retailer's Class CT License)

Case No.: 22-PRO-00161

License No.: ABRA-105058

Order No.: 2023-037

at premises)
5420 3rd Street, NW)
Washington, D.C. 20011)

Library Tavern, LLC, t/a Library Tavern, Petitioner

Renee L. Bowser, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
4D, Protestant

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

**ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Library Tavern, LLC, t/a Library Tavern (Petitioner), entered into a Settlement Agreement with ANC 4D on April 18, 2017, and it was approved by the Board on May 10, 2017. On October 4, 2022, the Petitioner sought to Amend or Terminate its Settlement Agreement, under D.C. Official Code § 25-446(d). The Petition to Amend or Terminate was protested by ANC 4D.

The official records of the Board reflect that the Petitioner and ANC 4D have entered into an Amendment to Settlement Agreement (Amendment), dated December 29, 2022, that governs the operation of the Petitioner's establishment.

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Petitioner and Chairperson Renee L. Bowser, on behalf of ANC 4D, are signatories to the Amendment.

This Amendment constitutes a withdrawal of the Protest filed by ANC 4D of this Petition.

Accordingly, it is this 25th day of January 2023, **ORDERED** that:

1. The Protest of the ANC 4D in this matter is hereby **WITHDRAWN**;
2. The above-referenced Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
3. All terms and conditions of the original Settlement Agreement, not amended by the Amendment, shall remain in full force and effect; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac42c808f9d5f0944b73c669d1eccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 5470e3720723e0e8e1e532e02947e7

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 2b8d3fe013e1060714a7b5bd7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: 2b00e0184b01f0e4014155e0c022881cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 8272031c502447491b500e244157c

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f0f0043ee143d6152541ce5

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).

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to Settlement Agreement ("Agreement") is made this 29 day of December 2022 by and between Library Tavern, LLC t/a Library Tavern ("Applicant") and Advisory Neighborhood Commission 4D ("ANC 4D") regarding operating the premises with a Retailer's Class "C" Tavern License No. 105058.

WITNESSETH

Whereas, Applicant is the current owner and operator of a licensed establishment with ABRA License No. 105058, located at 5420 3rd Street NW, Washington, DC 20011; and

Whereas, ANC 4D and the Applicant entered into Settlement Agreement dated April 18, 2017; and

Whereas, ANC 4D and the Applicant have agreed to modify Settlement Agreement dated April 18, 2017.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.

2. **Hours of Operation.** The changes to Hours of Operation provisions are:

a. that the Applicant's hours of operation shall be no later than 2:00 am every day of the week.

b. Applicant may operate for one additional hour on:

- (1) January 1 each year;
- (2) Memorial Day of each year;
- (3) Juneteenth of each year
- (4) July 4 of each year
- (5) Labor Day of each year

3. **Sidewalk Café.** There shall be no changes to the provision prohibiting music and live entertainment on the sidewalk café.

4. **Entertainment Endorsement.** Changes to provisions of the Entertainment Endorsement are:

a. that live entertainment shall be permitted downstairs in the lower level of Applicant's premises between the hours of 10:00 am and 2:00 am every day of the week.

b. that live entertainment shall be permitted on the main floor/upstairs of Applicant's premises between the hours of 11:00 am and 11:00 pm only every day of the week.

c. promoters are third party entities or individuals that drive patrons to Applicant's premises. Promoters who are paid a fee per patron or based on the total number of patrons attending an event or series of events at Applicant's premises shall be prohibited.

4. Previous Agreements. This Agreement is hereby amended to reflect the fact that it supersedes all previous Voluntary Agreements or Settlement Agreements between the parties.

5. Agreement Otherwise In Full Force and Effect. Except as explicitly provided herein, the most recent Agreement shall remain in full force effect and Settlement Agreement and this Amendment shall constitute the agreement between the parties. Settlement Agreement and this Amendment may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

For Advisory Neighborhood Commission 4D

By: *Terrell L. Ramsey, ANC 4D Chair*

Date: *12/29/2022*

(For Applicant Library Tavern LLC

By: *[Signature]*

Date: *12/29/22*