

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

In the Matter of:

Third and Tingey Hotel Owner, LLC
t/a Thompson Washington DC/
Anchovy Social/Maialino Mare

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

at premises
221 Tingey Street, SE
Washington, D.C. 20003

Case No.: 22-PRO-00049
License No.: ABRA-114613
Order No.: 2022-712

Third and Tingey Hotel Owner, LLC, t/a Thompson Washington DC/Anchovy
Social/Maialino Mare, Applicant

Sidon Yohannes, Counsel, on behalf of the Applicant

Edward Daniels, Chairperson, Advisory Neighborhood Commission (ANC) 6D,
Protestant

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 6D'S PROTEST**

The Application filed by Third and Tingey Hotel Owner, LLC, t/a Thompson Washington DC/Anchovy Social/Maialino Mare (Applicant), for renewal of its Retailer's Class CH License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 27, 2022, and a Protest Status Hearing on August 3, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6D entered into a Settlement Agreement (Agreement), dated October 5, 2022, 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 Edward Daniels, on behalf of ANC 6D, are signatories to the Agreement.

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

Accordingly, it is this 19th day of October 2022, **ORDERED** that:

1. The Application filed by Third and Tingey Hotel Owner, LLC, t/a Thompson Washington DC/Anchovy Social/Maialino Mare, for renewal of its Retailer's Class CH License, located at 221 Tingey Street, SE, Washington, D.C., is **GRANTED**;
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;
3. The Protest of ANC 6D in this matter is hereby **WITHDRAWN**;
4. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
5. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: ac430b56b69a5f0944b730093d1a008

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 641a6737720e6a811632c84204ee

James Short, Member

eSigned via SeamlessDocx.com
Bobby Cato
Key: 256d32ca0f1e145d774b75bd79179209

Bobby Cato, Member

eSigned via SeamlessDocx.com
Rafi Aliya Crockett, Member
Key: b560e91945e1f9e4016125e5d12f01cc

Rafi Crockett, Member

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Jeni Hansen, Member
Key: 82172011f050e4d74914540c2a131f

Jeni Hansen, Member

eSigned via SeamlessDocx.com
Edward Grandis, Member
Key: 5027bda7ff04040e14adeb52541ce5

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).

Third and Tingey Hotel Owner, LLC; t/a Thompson Washington DC, ABRA #114513, 221 Tingey Street, SE, Washington, DC and ANC6D, September 2022

★ ★ ★ **Advisory Neighborhood
Commission 6D**

1101 4th Street S.W., Suite W130, Washington, DC 20024
ANC Office: 202 554-1795 office@anc6d.org

AMENDED SETTLEMENT AGREEMENT

THIS AMENDED SETTLEMENT AGREEMENT ("Agreement") is made on this ____ day of September 2022 by and between Third and Tingey Hotel Owner, LLC, and 215 Tingey Street SE F&B Management, LLC, t/a Thompson Washington DC ("Applicant"), at 221 Tingey Street, SE Washington, DC ABRA License #114613 and Advisory Neighborhood Commission 6D ("the ANC"), (collectively, the "Parties").

PREAMBLE

Through this agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

WITNESSETH

WHEREAS, Applicant has applied for the renewal of its Class CH License for a hotel ("Establishment") serving spirits, wine, and beer, including indoor space with entertainment, dancing, and cover charge endorsements; two sidewalk cafes and one rooftop summer garden with Entertainment, dancing, and cover charge endorsements located at 221 Tingey Street, SE, Washington, D.C. ("Premises"); and

WHEREAS, Protestant is Advisory Neighborhood Commission ANC6D, which filed a timely protest (the "Protest") against the issuance of the Applicant's renewal application pursuant to D.C. Official Code 25-601(4) and 602; and

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the establishment within the ANC on (1) peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. The Parties agree that any substantial change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

Third and Tingey Hotel Owner, LLC; t/a Thompson Washington DC, ABRA #114513, 221 Tingey Street, SE, Washington, DC and ANC6D, September 2022

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.** The Applicant will manage and operate a Hotel Establishment including a full-service restaurant serving spirits, wine, and beer, with a rooftop summer garden and two sidewalk cafes. The inside and summer garden will have Entertainment, dancing and cover charge endorsements. There shall be no sports wagering endorsement unless a notice is sent to the community as required by DC Code 25-421 and approved by the ABC Board. Music or entertainment shall meet noise and privacy requirements in section 6, below. Establishment shall not participate in pub crawls. There shall be no exterior flashing or billboard-type lights.
3. **Floors Utilized/Occupancy:** The Applicant will operate the 24-hour Hotel Establishment with 225 guest rooms, two interior dining and bar areas with private dining areas on the ground floor, one interior rooftop (11th floor) and dining area; one rooftop summer garden; and two sidewalk cafe areas, both immediately adjacent to the building, with one along Tingey Street, SE at the intersection of 3rd Street SE, and a second sidewalk cafe immediately adjacent to the building along Tingey Street, SE at the intersection of the newly-constructed Tingey Square roundabout. The Certificate of Occupancy will state the maximum room count and the occupancy for the summer garden; however, the total occupancy load for the premises shall not exceed 322 persons in the ground floor dining, bar, and private dining areas; 150 persons in the interior rooftop area and 215 persons in the outdoor rooftop summer garden terrace area; and 75 seats in each of the two sidewalk cafes.

Nothing in this section shall preclude the Applicant from seeking and being approved for one day substantial changes to temporary use and occupancy in a one-mile radius as allowable by law and regulation.

4. **Hours of Operation, Smiles, Service, Consumption, and Entertainment.**

The hours of operation of the establishment are:

Sunday to Saturday: 24 hours, 7 days a week; and

The hours of the indoor restaurant space shall not exceed:

Sunday through Thursday: 7:00 a.m. to 2:00 a.m.,

Friday and Saturday: 7:00 a.m. to 3:00 a.m.

The hours of selling, serving, and consuming alcohol in the indoor restaurant space shall not exceed:

Sunday through Thursday: 8:00 a.m. to 2:00

a.m., Friday and Saturday: 8:00 a.m. to 3:00

a.m.

The hours of operation of the rooftop summer garden and two sidewalk cafes shall not exceed:

Sunday through Thursday: 8:00 a.m. to 2:00 a.m.,

Friday and Saturday: 8:00 a.m. to 3:00 a.m.

The hours of sales, service, and consumption of alcoholic beverages in the rooftop summer garden shall not exceed:

Sunday through Thursday: 8:00 a.m. to 2:00 a.m.,

Friday and Saturday: 8:00 a.m. to 3:00 a.m.

The hours of sales, service, and consumption of alcoholic beverages in the two sidewalk cafes shall not exceed:

Sunday through Saturday: 9:00 a.m. to 2:00 a.m.

The hours of live Entertainment for the indoor space with doors and windows closed after 10:00 p.m. Sunday through Thursday and 12:00 a.m. Friday and Saturday shall not exceed:

Sunday through Thursday: 8:00 a.m. to 2:00am,

Friday and Saturday: 8:00 a.m. to 3:00 a.m.

The hours of live Entertainment in the rooftop summer garden or inside the penthouse bar with doors and windows open shall not exceed:

Sunday through Thursday: 10:00 a.m. to 10:00 p.m.,

Friday and Saturday: 10:00 a.m. to 12:00 a.m.

Applicant shall not knowingly permit patrons to leave the premises with open alcoholic beverages, open containers, cups, bottles/cans, except food and beverages packaged "to go."

Provided that: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours" applicant may avail itself of the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration) applicant may avail itself of such extended hours; and (c) on January 1 of each year applicant may operate and sell, serve, and permit the consumption of alcoholic beverages until 4:00a.m. The ANC will not object to the Applicant applying for a one-day substantial change, in accordance with District law, so that it may offer entertainment until 3:00 a.m. on January 1 of each year.

Consistent with Alcoholic Beverage Control Board interpretations, "closing hours" shall be construed as the hours at which no patrons shall remain on the premises.

Sales of Alcoholic Beverages: Applicant shall not sell liquor, beer or wine from the Premises primarily intended for off-Premises use. Unfinished/recorked bottles of wine are allowed to be removed from the Premises.

5. Summer Garden, Sidewalk Cafe. The occupancy of the summer garden and sidewalk cafes is listed in #3, above. The hours of live Entertainment in the rooftop summer garden is listed in #4, above. The rooftop summer garden may have Entertainment, dancing and cover charge endorsements as indicated in #4.

There shall be no Live Entertainment or dancing in the sidewalk cafes. The sidewalk cafes shall have appropriate barriers to delineate the space designated for the outdoor seating from adjacent public areas and may include such things as shrubbery or fencing with vines; or bushes, vines or trees in planters.

- 6 **Parking.** Because there is limited parking in the vicinity, it is a concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. Applicant shall make reasonable efforts to inform patrons of transportation options other than automobiles and, if it is within the Applicant's control, provide adequate bike parking.

Applicant acknowledges ANC's concerns regarding "illegal" parking in front of and near the hotel. Therefore, Applicant agrees to take reasonable measures to:

- 1) discourage hotel guests and patrons from parking their vehicles illegally by posting appropriate signage and/or notifying hotel guests through other means not to park illegally;
 - 2) notify valet contractors and employees in positions in front of the establishment, to advise guests that they *observe* park their vehicles "illegally" and/or park vehicles in a manner that is blocking other vehicles or entrances/exits, that they are not permitted to park there and should move their vehicles; and
 - 3) provide the ANC with the name and contact information for an individual at the hotel that can make an effort to address any parking issues/concerns.
7. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725. and to that end shall use various means to mitigate noise. Options for noise mitigation can include shrubbery, cinderblock or wooden walls (perhaps with vines), trees in planters, fountains with running water, or other muting or muffling objects.

Applicant shall take reasonable steps to inform its patrons by signage or other means that residences are in proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment.

Applicant shall receive all deliveries of food, beverages, and restaurant supplies during hours between 7:00 a.m. and 7:00 p.m.

8. **Public Splice and Trash.** The Applicant shall participate in the building's trash removal and storage program. Applicant shall make reasonable efforts to -keep the Premises, trash collection area, loading dock, hallways, passageways, tree boxes, sidewalks and common areas providing access to and adjoining the Premises free of insects, rodents, vermin, other pests, trash and dirt accumulations generated by the operations in the Premises. Applicant shall not store trash or refuse in, or permit trash, rubbish, cartons, merchandise or other goods intended for use in the Premises to accumulate in areas outside of the Premises other than in the landlord designated areas. All recycling shall be placed in the designated areas.

Extermination. Applicant shall make reasonable efforts to cause extermination services, including treatment for insects, spiders, rates, mice, moles and other rodents, to be provided to the Premises by a reputable exterminator on at least a monthly basis.

9. **Security:** Applicant shall take reasonable steps to minimize problems with unruly patrons including, at all times, by having a sufficient number of trained employees to ensure adequate security.

Applicant shall ensure that video surveillance covers interior public areas where alcoholic beverages are served and/or consumed. If responsible for the video surveillance equipment, the establishment shall maintain security cameras and: (a) ensure the cameras are operational; (b) maintain footage of a crime of violence or a crime involving a gun for a minimum of 30 days; and (c) make the security footage available within 48 hours upon the

request of ABRA or the Metropolitan Police Department.

10. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to the ANC that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees and agrees that the ANC shall have standing to complain to the ABC Board to enforce any violations of the agreement.
11. **Participation in the Community.** Applicant is encouraged to maintain open communication with the ANC and the community for which the ANC acts.
12. **Notice and 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 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant: Third and Tingey Hotel Owner, LLC
t/a Thompson Washington DC
221 Tingey Street, SE
Washington, DC 20003
Attn: Omar Palacios
e-mail: op@geolo.com

If to Protestant: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC
Phone: (202) 202 554-1795
e-mail: office@ANC6D.org

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 ABC Board or any other enforcement action.

13. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending license application.

Applicant: Thompson Washington DC

By: _____

Date: 10/5/22

Signature: Omar Palacios

Advisory Neighborhood Commission 6D Chair

By: _____

Date: 10/5/22

Signature: Edward Daniels