

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

In the Matter of:)	
)	
Wingos 3, LLC)	
t/a Wingos)	
)	
Holder of a)	License No.: ABRA-108985
Retailer's Class CR License)	Order No.: 2022-320
)	
at premises)	
2218 Wisconsin Avenue, NW)	
Washington, D.C. 20007)	

Wingos 3, LLC, t/a Wingos, Licensee

Brian Turmail, Chairperson, Advisory Neighborhood Commission (ANC) 3B

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member
Jeni Hansen, Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

On May 22, 2008, ANC 3B and a previous holders of a Retailer's Class CR license for the premises located at 2218 Wisconsin Avenue, NW, entered into a Settlement Agreement (Agreement). Wingos 3, LLC, t/a Wingos (Licensee), as the subsequent and current holder of that license is required to comply with the terms of the Agreement, because they govern the operations of the Licensee's establishment.

The Parties also entered into an Amendment to Settlement Agreement on November 12, 2015, an Amendment on March 15, 2019, and an Amendment on February 13, 2020, that also governs the operations of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement

Agreement (Amendment), dated June 15, 2022, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Brian Turmail, on behalf of ANC 3B, are signatories to the Amendment.

Accordingly, it is this 13th day of July 2022, **ORDERED** that:

1. The above-referenced Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 2 (Entertainment) – The language “nor will it allow dancing” shall be replaced with the language “nor will it create a dance floor.”

The parties have agreed to this modification.

2. All terms and conditions of the original Settlement Agreement and Amendments to Settlement Agreement not amended by this Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 3B.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a7d3d09630d5f9e4473009a1a798

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 847a173920a7a04d1e0008a294ee

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 226d3f7a0f146d7f4d75d47917a20e

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b56be184e10e401d155e6c1281cc

Rafi Crockett, Member

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Jeni Hansen, Member
Key: 821729d1f05944749164992a41815

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5027bda7f90040e14adeb02541ce5

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).

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMISSION 3B
GLOVER PARK AND CATHEDRAL HEIGHTS



**Amendment to Settlement Agreement Setting Conditions on the Operation
of a Class CR Liquor License Located at 2218 Wisconsin Avenue NW**

Wingos 3 LLC t/a Wingos, ABRA License #108985 has petitioned the Alcoholic Beverage Control Board ("the Board") to amend its Settlement Agreement with ANC3B. On June 9, 2022, at a duly scheduled meeting of ANC3B at which a quorum was present, a Resolution (attached) was passed unanimously to amend the settlement agreement pertaining to the operation of a liquor license at 2218 Wisconsin Avenue NW in the District of Columbia.

The Amendment updates the May 22, 2008 agreement (as modified by Board Orders dated March 11, 2009, and May 13, 2009) and the November 12, 2015 amendment appended to that agreement. It also incorporates the March 15, 2019 amendment that changed the establishment's hours of operation which were previously limited by the afore-mentioned 2008 agreement.

The 2008 agreement, as modified by the Board and amended in 2015 and 2019, shall be amended further as follows:

(1) All references in the standing agreement as amended to "Mad Fox Brewing Company trading as Mad Fox Tap Room" will be changed to "Wingos 3 LLC trading as Wingos." All references to "Five Glovers LLC trading as Town Hall" were previously amended to pertain to Mad Fox and will now pertain to Wingos.

(2) Replace in full Recitals 2, 2A and 3 in the 2008 agreement, as amended by the 2015 amendment, as follows:

Recital 2. Entertainment

Wingos shall be free to use its entertainment endorsement for live music, karaoke events, poetry readings and other similar activities governed by the endorsement during its hours of operation, providing that all entertainment cease by midnight. Wingos shall not have a cover charge for entertainment events, nor will it allow dancing.

Wingos acknowledges familiarity with the noise-control provisions of the District of Columbia and agrees to abide by them and by all Alcoholic Beverage Control regulations regarding noise control. Wingos agrees to keep its front windows closed during events with live music or that require amplification of sound. Music and vibration from Wingos shall not disturb the peace and quiet of the residential neighbors and shall not be audible or felt in

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3B01
N. GLOVER PARK
ANN MLADINOV

3B02
E. GLOVER PARK
JACKIE BLUMENTHAL

3B03
W. GLOVER PARK
MELISSA J. LANE

3B04
CATHEDRAL HEIGHTS
ELIZABETH ELSON

3B05
S. GLOVER PARK
BRIAN TURMAIL

any adjoining residential premises or the DeVol Funeral Home during its operating hours. Wingos agrees to provide a contact person and phone number for neighbors to call if entertainment is disruptive, and agrees to respond immediately by lowering the volume and/or adjusting the bass levels.

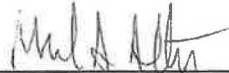
The parties below agree to these changes to the conditions on the operation of the Class CR liquor license at the location 2218 Wisconsin Avenue NW in the District of Columbia. We jointly request that the Alcoholic Beverage Control Board issue an order to amend the standing settlement agreement for ABRA Lic. #108985 as agreed to in this document.



Brian Turmail, Chairman, ANC3B

June 13, 2022

Date



Mike Arthur, Owner, Wingos 3 LLC

6/15/2022

Date