

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

In the Matter of:)

Gypsy Sally's Acoustic Tavern, LLC)
t/a Gypsy Sally's)

Application For Transfer from)
Safekeeping To a New Owner)
of a Retailer's Class CR License)

Case No. 12-PRO-00083
License No. ABRA-090582
Order No. 2013-027

at premises)
3401 K Street, N.W.)
Washington, D.C. 20007)

Gypsy Sally's Acoustic Tavern, LLC, t/a Gypsy Sally's (Applicant)

Ronald Lewis, Chairperson, Advisory Neighborhood Commission (ANC) 2E

Jenifer Altemus, on behalf of The Citizens Association of Georgetown (CAG)

William R. Moroney

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS OF ANC 2E AND CAG**

The Application filed by Gypsy Sally's Acoustic Tavern, LLC, t/a Gypsy Sally's, for a Transfer from Safekeeping to a New Owner, of its Retailer's Class CR License, was protested; however, a Roll Call Hearing scheduled for December 3, 2012, was not held, because the Parties submitted a Settlement Agreement (also known as Voluntary Agreement) before the hearing.

The Settlement Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson Ronald Lewis, on behalf of ANC 2E;

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Jenifer Altemus, on behalf of CAG; and William R. Moroney are signatories to the Settlement Agreement.

This Settlement Agreement constitutes a withdrawal of the Protests filed by ANC 2E and CAG.

Accordingly, it is this 23rd day of January, 2013, **ORDERED** that:

1. The Application filed by Gypsy Sally's Acoustic Tavern, LLC, t/a Gypsy Sally's, for a Transfer from Safekeeping to a New Owner, of its Retailer's Class CR License, located at 3401 K Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreements 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 modifications:

Section 10 (Communication with Protestant) – The following language shall be removed: “Applicant agrees to meet, as reasonably requested (but not less than every 3 months), with the Protestants (or any of them) to address any perceived problems arising from the operation of the business.”

Section 11 (Ownership of License) – This section shall be removed.

The parties have agreed to these modifications.

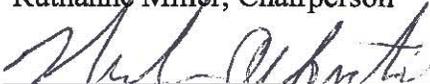
4. Copies of this Order shall be sent to the Applicant, ANC 2E, CAG, and William R. Moroney.

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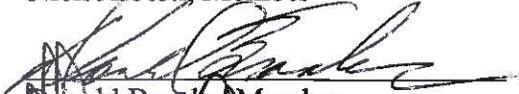
District of Columbia
Alcoholic Beverage Control Board



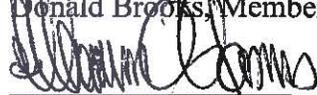
Ruthanne Miller, Chairperson



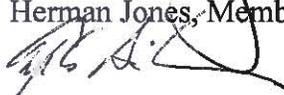
Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009

VOLUNTARY AGREEMENT

THIS AGREEMENT is made and entered into as of this 3^d day of December, 2012 by and between Gypsy Sally's Acoustic Tavern, LLC (hereinafter the "Applicant") and Advisory Neighborhood Commission 2E, the Citizens Association of Georgetown and William R. Moroney, the latter a resident of the 3303 Water Street Condominium (hereinafter together "Protestants").

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a Retailer's Class CR license for premises 3401 K Street, N.W., Second Floor, Washington, D.C.

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 ABC License and withdraws the Protest.

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

1. **Nature of Business:** Applicant will operate at all times as a bona-fide Class CR Restaurant (as such term is defined in ABC statutes and regulations). Food service will be available until one (1) hour before closing, and "last call" for alcoholic beverages shall be announced one-half (1/2) hour before closing. Applicant shall not advertise or offer "happy hour," discount drink or "all you can drink promotions." 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. However, such latter restriction shall not preclude Applicant from closing its premises to the general public for time to time in order to accommodate invitation only private functions.
2. **Hours of Operation:** Applicant's closing hours shall be:
 - a. Sunday - Tuesday: 12:00am
 - b. Wednesday - Saturday: 2:00am

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 until 4:00a.m..

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

3. **Parking:** Applicant will feature prominently on its website the availability of parking at the Constitution Parking garage at 3217 K Street, NW. To the extent commercially-

for special occasions

feasible. Applicant will seek to afford patrons purchasing event tickets on-line the opportunity to simultaneously purchase parking passes for the Constitution Parking facility. Applicant may offer valet parking for its patrons.

4. **Public Safety:** , Applicant shall contract for the presence of a minimum of one (1) Metropolitan Police Department or Federal police officer with arrest powers in the District of Columbia to patrol and maintain peace, quiet and order in the "immediate environs" of its premises on Friday and Saturday evenings (into Saturday and Sunday mornings), during minimum hours of 12:00am to 3:00am. For purposes of this Section 4, "immediate environs" shall be deemed to include the 3300 and 3400 blocks of Water (K) Street, NW and the 1000 block of 34th Street NW between Water (K) Street and the C&O Canal. Applicant may share the cost of this commitment with other occupants of 3401 K Street, NW .
5. **Noise Suppression:** Commercially-reasonable sound attenuation methods will be utilized in the renovation of the premises so as to impede the projection of sound to the public streets or nearby premises. The Restaurant's operation shall at all times be in compliance with the D.C. Noise Control Act and DC Code 25-725. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood after departing the building, by keeping conversations and other noises at a level that will not disturb the peace, order, quiet and tranquility of residents in the enjoyment of their homes and by departing the vicinity of the premises immediately upon exiting. Applicant shall install a "double door" vestibule, in order that projection of interior sound be minimized upon patron entry and exit.
6. **Deliveries:** To maintain the peace, order and quiet of the surrounding neighborhood, Applicant shall receive all deliveries of food, beverages and supplies during hours between 9:00 am and 5:00 pm Mondays - Saturdays. No deliveries shall be accepted on Sundays.
7. **Trash Pick-Up and Removal:** Applicant will maintain regular trash/garbage removal service, a minimum of 5 times per week (days to be decided by owner and business necessity) only during the hours from 9:00 am to 5:00 pm. Mondays – Saturdays. No trash or garbage shall be picked up on Sundays. All trash and garbage shall be stored in the interior of the premises until it is to be picked up by Applicant's hauler. Trash and dumpster areas shall be kept clean. The Applicant shall enclose the dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant will contract for regular rodent and pest (insect) abatement. There shall be no outdoor disposal of glass bottles after 9:00pm.
8. **Removal of Grease and Oils:** Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans.

9. **Ingress and Egress:** No patron shall be allowed to ingress or egress at any location except at the designated building's front entrance (except in case of an emergency).
10. **Communication with Protestant.** Applicant agrees to meet, as reasonably requested (but not less than every 3 months), with the Protestants (or any of them) to address any perceived problems arising from the operation of the business. The Applicant agrees to work in good faith with the Protestants to resolve any such problems.
11. **Ownership of License.** Applicant agrees that it shall not permit any party to apply to the ABC Board for either transfer of ownership of the subject ABC license or assumption of controlling interest in the Applicant without affording the Protestants thirty (30) days prior notice of the intention to make such application.
12. **Withdrawal of Protest.** Protestants agree to the issuance of the license and the withdrawal of their protests upon execution of this Agreement, provided that this Voluntary Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.
13. **Right to Seek Redress:** The parties agree that Applicant will be given notice of any alleged violation of this Agreement and will be afforded reasonable time to investigate and respond to any complaint (not greater than ten (10) days). The parties agree that if any complaints of violation this Agreement are not resolved, then any failure of the Applicant to adhere to the foregoing commitments will constitute a breach of this agreement and grounds for the Protestant to petition the Board for issuance of an order to Show Cause, as provided by D.C. Code 25-446(e).

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 3rd day of November, 2012.

December

APPLICANT:
GYPSY SALLY'S ACOUSTIC
TAVERN, LLC

ADVISORY NEIGHBORHOOD COMMISSION 2E

Karen Ensor
By: Karen Ensor

By: Ronald Lewis, Chair

William R. Moroney
William R. Moroney

THE CITIZENS ASSOCIATION OF GEORGETOWN
By: 3

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 GYPSY SALLY'S ACOUSTIC
 TAVERN, LLC

ADVISORY NEIGHBORHOOD COMMISSION 2F

 By: Karen Ensor

Ronald Lewis

 By: Ronald Lewis, Chair

William R. Moinery

 William R. Moinery

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: _____