

**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 Substantial Change)	Case No. 14-PRO-00052
(Expansion))	License No. ABRA-090582
to a Retailer's Class CT License)	Order No. 2014-395
)	
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

Paula H. Moore, President, 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
Hector Rodriguez, Member
James Short, Member

**ORDER ON SECOND AMENDMENT TO 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 (Applicant), for a Substantial Change to expand its interior, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on August 4, 2014, and a Protest Status Hearing on September 17, 2014, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2E, CAG, and William R. Moroney entered into a Settlement Agreement (Agreement), dated December 3, 2012, and a Amendment to Settlement Agreement (Amendment), dated December 19, 2013, that govern the operation of the Applicant's establishment. This matter comes now before the Board to consider the Parties' Second Amendment to Settlement Agreement (Second Amendment), dated September 29, 2014, in accordance with D.C. Official Code § 25-446 (2001).

The Second Amendment 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; Paula H. Moore, on behalf of CAG; and William R. Moroney are signatories to the Second Amendment.

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

Accordingly, it is this 22nd day of October, 2014, **ORDERED** that:

1. The Application filed by Gypsy Sally's Acoustic Tavern, LLC, t/a Gypsy Sally's, for a Substantial Change to expand its interior, to its Retailer's Class CT License, located at 3401 K Street, N.W., N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2E and CAG in this matter are hereby **DISMISSED**;
3. The above-referenced Second Amendment to 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 2 – (Occupancy) – The following language shall be modified to read as follows: “Applicant's CT License Occupant Load for the Premises shall be increased from 284 to a maximum occupancy of 425 persons; provided, however, the parties agree that Applicant shall utilize the maximum occupancy of 425 or nor more than twelve evenings per calendar year. These evenings are considered “Maximum Occupancy Evenings.” “Maximum Occupancy Evenings” is a defined term for evenings where the occupancy load at Gypsy Sally's is 425 persons. Maximum Occupancy Evenings are permitted only 12 times per year. The Applicant shall limit its occupancy to a maximum occupancy load of 375 persons for events occurring on other evenings (the “Ordinary Course Evenings.”) “Ordinary Course Evenings” is a defined term for all other evenings during a calendar year other than the twelve (12) Maximum Occupancy Evenings.”

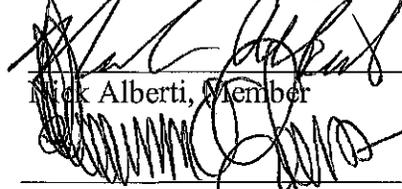
The parties have agreed to this modification.

4. All terms and conditions of the previous Agreement and Amendment, not amended by the Second Amendment, shall remain in full force and effect; and
5. Copies of this Order shall be sent to the Applicant, ANC 2E, CAG, and William R. Moroney.

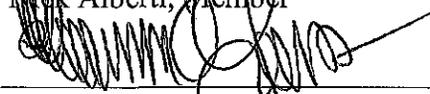
District of Columbia
Alcoholic Beverage Control Board



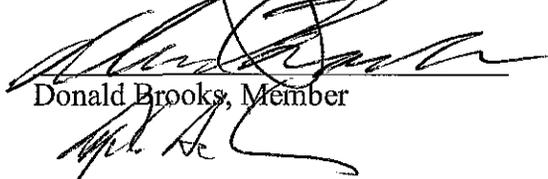
Ruthanne Miller, Chairperson



Nick Alberti, Member



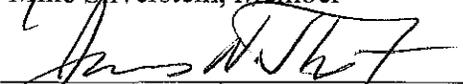
Herman Jones, Member



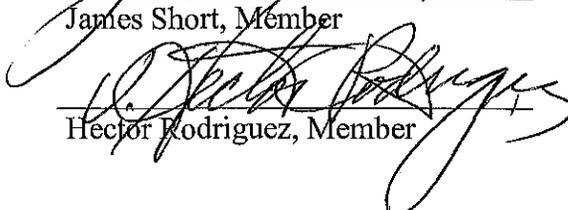
Donald Brooks, Member



Mike Silverstein, Member



James Short, Member



Hector Rodriguez, Member

Pursuant to D.C. Official Code § 25-433, 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 11 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

SECOND AMENDMENT TO VOLUNTARY AGREEMENT

THIS SECOND AMENDMENT TO VOLUNTARY AGREEMENT is made entered into this 29 of September, 2014 (the "Second Amendment") by and among Gypsy Sally's Acoustic Tavern LLC (hereinafter the "Applicant") and Advisory Neighborhood Commission 2E, the Citizens Association of Georgetown (the "Protestants") and William R. Moroney, the latter a resident of the 3303 Water Street Condominium and not a protestant.

WITNESSETH

WHEREAS, Applicant is the holder of a Class C Tavern License (Retailer's Class CT) alcoholic beverage control license # ABRA-090582 (the "CT License") for premises located at 3401 K Street, NW (the "Premises");

WHEREAS, the parties entered into a Voluntary Agreement dated December 3, 2012 (the "Voluntary Agreement"), in connection with Applicant's original application for licensure, which Voluntary Agreement was approved by Alcoholic Beverage Control Board Order dated January 23, 2013;

WHEREAS, on November 13, 2013, Applicant filed an Application for License Class Change from a Restaurant License Class CR (Retailer's Class CR) to a License Class CT Tavern License and the parties hereto entered into an Amendment to Voluntary Agreement dated December 19, 2013 approving that license change (the "First Amendment") (the Voluntary Agreement as amended by the First Amendment shall be referred to herein as the "Agreement");

WHEREAS, on May 2, 2014, Applicant received an updated Certificate of Occupancy by DCRA increasing its Occupant Load from 284 to 452;

WHEREAS, Applicant is requesting an Amendment to its CT License and its Agreement which provides for an increased occupancy;

WHEREAS, the parties desire to amend the Agreement as set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions contained in the Agreement, as set forth below, the parties agree as follows:

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

2. **Occupancy.** Applicant's CT License Occupant Load for the Premises shall be increased from 284 to a maximum occupancy of 425 persons; provided, however, the parties agree that Applicant shall utilize the maximum occupancy of 425 on no more than twelve (12) evenings per calendar year (the "Maximum Occupancy Evenings") and shall limit its occupancy to a maximum of 375 persons for events occurring on other evenings (the "Ordinary Course Evenings").

3. **Public Safety.** Paragraph 4 of the Voluntary Agreement shall be deleted in its entirety and replaced with the following paragraph : The parties agree that, for Ordinary Course Evenings, it is permissible for Applicant to hire a bonded private security firm in lieu of one (1) Metropolitan Police Department or Federal Police officer with arrest powers in the District of Columbia ("Reimbursable Detail") to patrol and maintain peace, quiet and order in the "immediate environs" of its premises, during minimum hours of 12:00 am to 2:00 am for; provided, however, Applicant agrees that for Maximum Occupancy Evenings, Applicant shall contract for Reimbursable Detail during the minimum hours of 12:00 am to 2:00 am in order to patrol and maintain peace, quiet and order in the "immediate environs" of its premises. (See Attachment for further explanation.)

4. **Sound Abatement.** Applicant agrees to install performance curtains at the windows of the Vinyl Lounge and to close such curtains at dark. Applicant also agrees to take decibel readings within the entire premises and to set the amplifiers to such levels which Applicant reasonably believes will not disturb area residents. The amplifiers, once set, shall not be increased and performers shall not have access to the amplifier controls for adjustments.

5. **Signage.** Applicant agrees to post signage on its back door stating:

"Be a good neighbor! This is a residential neighborhood. In order to maintain peace, order and quiet in our neighborhood, Patrons shall limit their exterior visits to 15 minutes at a time. Please keep your voices down out of respect for our neighbors."

6. **Ingress and Egress.** Paragraph 9 of the Voluntary Agreement shall be deleted in its entirety and replaced with the following:

"Patrons entering Applicant's Premises to visit the Vinyl Lounge, and all Handicapped Patrons that may enter the Premises, shall be allowed to ingress and egress Applicant's Premises using the rear entrance. In addition, Patrons that desire to temporarily exit the Premises using the rear entrance shall be advised to limit their exterior visits to 15 minutes at a time. Applicant agrees to cordon off an exterior area near its rear entrance with partial enclosures including overhead cover. Applicant also agrees to monitor Patrons at the rear exit to in an effort ensure that exterior noise levels will not disturb nearby residents. In the case of an emergency, all Patrons and persons inside the Premises shall be able to utilize *all* exits on the Premises."

7. **Withdrawal of Protest.** Protestants agree to the issuance of the amended CT License and the withdrawal of their protests upon execution of this Second Amendment, provided that this Second Amendment is incorporated into the Board's order issuing, amending or renewing the CT License, which order is thereby conditioned upon compliance with such Second Amendment.

8. **No Further Amendments.** On or after the one-year anniversary of this Second Amendment and upon a request of the Applicant, the parties agree that the Protestants and Applicant will negotiate in good faith increasing the number of Maximum Occupancy Evenings. The Agreement shall be deemed amended by the terms of this Second Amendment and the Agreement, as amended, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed or caused this Second Amendment to be executed, under seal, as of the date set forth hereinabove.

APPLICANT:

GYPSY SALLY'S ACOUSTIC TAVERN LLC

By: 
Karen Ensor, Managing Member

ADVISORY NEIGHBORHOOD COMMISSION 2E

By: 
Ronald Lewis, Chair

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

7. **Withdrawal of Protest.** Protestants agree to the issuance of the amended CT License and the withdrawal of their protests upon execution of this Second Amendment, provided that this Second Amendment is incorporated into the Board's order issuing, amending or renewing the CT License, which order is thereby conditioned upon compliance with such Second Amendment.

8. **No Further Amendments.** On or after the one-year anniversary of this Second Amendment and upon a request of the Applicant, the parties agree that the Protestants and Applicant will negotiate in good faith increasing the number of Maximum Occupancy Evenings. The Agreement shall be deemed amended by the terms of this Second Amendment and the Agreement, as amended, remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed or caused this Second Amendment to be executed, under seal, as of the date set forth hereinabove.

APPLICANT:

GYPSY SALLY'S ACOUSTIC TAVERN LLC

By: Karen Ensor
Karen Ensor, Managing Member

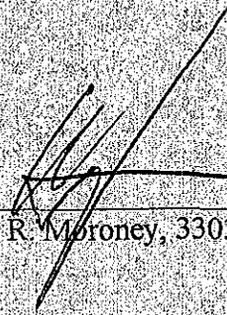
ADVISORY NEIGHBORHOOD COMMISSION 2E

By: _____
Ronald Lewis, Chair

THE CITIZENS ASSOCIATION OF GEORGETOWN

By: Pamela H. Woodruff
Name: PAMLA H. WOODRUFF
Title: President

[SIGNATURES CONTINUED ON NEXT PAGE]



William R. Moroney, 3303 Water Condominium

ATTACHMENT REGARDING SECURITY PROVISIONS ON THE PREMISES

- Private guards are bonded professionals; Guards arrive at 7:00 pm and stay through closing;
- Guards circulate both through the interior and exterior of Gypsy Sally's on a regular basis, assisting with checking IDs, safety and crowd control, and enabling them to disperse potential or disruptive crowds gathering on the exterior.