

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

_____)
In the Matter of:)
)
Ima Pizza Store 14, LLC)
t/a & Pizza)
)
Applicant for a New)
Retailer’s Class CR License)
)
at premises)
1375 Kenyon Street, N.W.)
Washington, D.C. 20010)
_____)

Case No.: 16-PRO-00017
License No.: ABRA-101679
Order No.: 2016-458

Ima Pizza Store 14, LLC, t/a & Pizza (Applicant)

Richard DuBeshter, Commissioner, Advisory Neighborhood Commission (ANC) 1A

David Levy, on behalf of A Group of Five or More Individuals

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by Ima Pizza Store 14, LLC, t/a & Pizza (Applicant), for a new Retailer’s Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on April 11, 2016, and a Protest Status Hearing on June 22, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 1A, and the Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated June 15, 2016, that governs the operation of the Applicant’s establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Richard DuBeshter, on behalf of ANC 1A; and David Levy, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1A and the Group of Five or More Individuals of this Application.

Accordingly, it is this 20th day of July, 2016, **ORDERED** that:

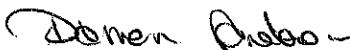
1. The Application filed by Ima Pizza Store 14, LLC, t/a & Pizza, for a new Retailer's Class CR License, located at 1375 Kenyon Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1A and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 2 (Nature of Business) – The second sentence shall be modified to read as follows: "The Parties agree that any change in operations is considered of great concern to the residents which may be brought to the attention of the ABC Board. The Parties acknowledge that any change in operations requires prior approval by the ABC Board."

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant, ANC 1A, and David Levy, on behalf of the Group of Five or More Individuals.

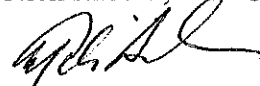
District of Columbia
Alcoholic Beverage Control Board



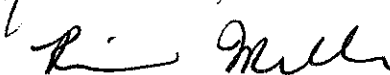
Donovan Anderson, Chairperson



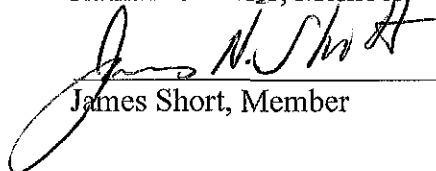
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, 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 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, 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).

SETTLEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made on this 15th day of June 2016, by and between Ima Pizza Store 14, LLC, t/a & pizza (the "Applicant"), Protest group (Protestant) and Advisory Neighborhood Commission 1A ("Protestant"), (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a Retailers License Class "CR" Restaurant for a business establishment located at 1375 Kenyon Street, NW, Washington, D.C. (the "Premises");

WHEREAS, the Protestant is Advisory Neighborhood Commission 1A, who filed a timely protest (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code 25-601 (1) and *25- 601 (4), respectively;

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

WHEREAS, the Parties are desirous of entering into an 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 on (i) the peace, order, and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

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 restaurant with an emphasis on food. Any change from this model shall be considered by both Parties to be a substantial] change in operation of great concern to residents and requires prior approval by the ABC Board.
3. Hours of Operation and Sales: The Applicant's hours of operation shall be as follows;

Sunday through Thursday 11 am — 11 pm,
Friday and Saturday 11:00 am — 12:00 am

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday through Thursday 11 am — 11:00 pm
Friday and Saturday 11:00 am — 12:00 am

No alcoholic beverages shall be sold for consumption on the outside seating area. No amplified music on the outside seating area.

Provided, however, (1) on days designated by the DC ABC Board as "extended Hours for ABC Establishments" Applicant may serve alcoholic beverages and for one additional hour (that is. one hour later in the morning) or later hours as authorized: (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours Applicant may avail itself of such extended hours; (3) on January 1 of each year Applicant may serve alcoholic beverages until 3 am.

4. Floors Utilized and Occupancy: The Applicant will operate its establishment on the 1st floor of the building. The Establishment will have no more patrons than permissible by DC Code and Fire regulations.
5. Noise and Privacy: Applicant will strictly comply with D.C. Official Code 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible within the adjacent residential properties. The restaurant's operation shall at all times be in compliance with the D.C. Noise Control Act. 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 peace, order, quiet enjoyment and tranquility of residents in the enjoyment of their homes or generate a noise complaint. Applicant will not have amplified sound in the patio area.
6. Public Space and Trash: Applicant shall keep the sidewalk, tree boxes and abutting public spaces clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. The applicant shall power wash 20 feet from the front of the establishment no less than quarterly. The applicant shall allow a free flow of pedestrian activity to and from the contiguous public plaza. The applicant will limit summer garden furnishings and planters to accommodate farmer's markets on Saturdays from 9am until 2pm and Wednesdays from 3:30-7 pm April- November, or for subsequently scheduled and permitted events by Department of Parks and Recreation (DPR). The scope of the seating will extend no further than 12 feet from the front of the business. (attached Drawing) The Applicant shall monitor the applicant's summer garden sufficiently to assure that refuse including food, beverage, and smoking debris and materials are promptly removed. The applicant shall encourage respect for the users of the contiguous public plaza. Seating shall be movable and shall not prevent pedestrian flow. All furniture including tables chairs and planters shall be movable and or stackable. Planters and furniture can be stored outside of the building while not in use not protruding more than 4 feet from the front of the building. The business can use temporary seating for a period of no more 145 days from the execution of the settlement agreement in which time to select and purchase permanent furniture that is foldable, stackable and moveable.
7. Rats and Vermin Control: The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is not garbage and odors present the following morning.

8. **Parking:** Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.
9. **License Ownership and Compliance with ABRA Regulations:** Applicant is aware of all Alcoholic Beverage Regulation Administration (ABRA) regulations regarding ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.
10. **Participation in the Community:** Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts.
11. **Notice and Opportunity to Cure:** In the event that any of the parties is in breach of this Agreement, the party 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 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 the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code 25- 446(e) in order to enforce the provisions of the Agreement. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time or receipt or refusal of receipt.

If to Applicant:

Ima Pizza Store 14, LLC, t(a & pizza
 c/o & pizza Main Office
 229 1/2 Pennsylvania Avenue, SE
 2nd Floor
 Washington DC 20003
 Attn: Michael Lastoria (202) 450-5059
IMA PIZZA STORE 14 LLC

If to Protestants:

Advisory Neighborhood Commission IA
 3400 11th street, NW
 Washington, DC 20010
 Attn: Ken Boese, Chairman (202-944-8111)

Signature: _____



Date _____

7.8.16

Print Name: _____

MICHAEL LASTORIA

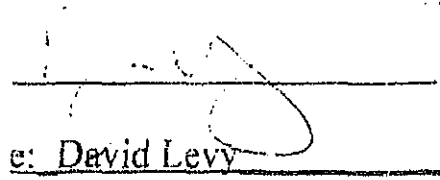
ADVISOR NEIGHBORHOOD COMMISSION IA

Signature: _____

6/15/2016

Print Name: Commissioner Richard DuBeshter

Portest Group



A handwritten signature in black ink, appearing to read 'David Levy', is written over a horizontal line. The signature is stylized and somewhat cursive.

e: David Levy

Signature:

6/15/2016

Print name:

