

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

In the Matter of:

Andys Pizza 18th St, LLC
t/a Andy's Pizza 18th St

Applicant for a New
Retailer's Class CR License

at premises
2465 18th Street, NW
Washington, D.C. 20009

License No.: ABRA-119705
Order No.: 2022-077

Andys Pizza 18th St, LLC, t/a Andy's Pizza 18th St, Applicant

Fiona Clem, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Andys Pizza 18th St, LLC, t/a Andy's Pizza 18th St (Applicant), Applicant for a new Retailer's Class CR License, ANC 1C, and KCA have entered into a Settlement Agreement (Agreement), dated February 2, 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; Chairperson Fiona Clem, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Agreement.

Accordingly, it is this 2nd day of March 2022, **ORDERED** that:

1. 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; and
2. Copies of this Order shall be sent to the Applicant, ANC 1C, and KCA.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a43320493035f9e4b72099d44c089

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 947ac17282064a6d11a3328d2949ec

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 256d3f6adbe146978b175b37917020d

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: b560e91845e1f8e401d155e5c12011c2

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172331f66564478181569c2e418c3

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 50278da718f0040ec14adeb52641ce5

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).

**SETTLEMENT AGREEMENT CONCERNING ISSUANCE
OF A LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, made this 2nd day of February 2022, by and among Andys Pizza 18th St, LLC, t/a Andy's Pizza 18th St. (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), and the Kalorama Citizens Association (hereinafter "KCA"), (collectively, the "Parties"), witnesseth:

Whereas, Applicant has applied for a Retailer's Class "C" Restaurant license (CR-01), License number ABRA-119705, to be located at 2465 18th Street, NW.

Whereas, the restaurant is located within the boundaries of ANC 1C and KCA.

Whereas, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application to the Alcoholic Beverage Regulation Administration ("ABRA"). ANC 1C and KCA agree to the approval of such license provided that this Agreement is incorporated into the Alcoholic Beverage Control Board's order approving such application.

Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Nature of Establishment

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. The kitchen shall be staffed and maintained, open and operational, with food menu items available until during all hours of operation. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them.

2. Hours of operation shall not exceed:

Inside: 7 days per week: 11:00 am – 2:00 am

At the time of execution of this agreement, there is no Sidewalk Cafe at 2465 18th Street, NW. The parties agree to amend this agreement upon an application to the DDOT Public Space Committee by Applicant Andy's Pizza and placarding by the ABC Board.

3. Occupancy

The total occupancy load inside the establishment shall be 38 (thirty-eight) with a seating capacity of 30 (thirty).

4. Noise

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

(a) To prevent emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code, section 25-725. Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

(b) Applicant agrees not to place outside in the public space, any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.

(c) Sound from inside will not be audible in residential housing units beyond 2465 18th Street.

5. Trash/Garbage/Rodents

Applicant agrees to paint the establishment name on their trash and recycling containers.

(a) Applicant shall maintain at least three days per week of regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant agrees to call for an additional pickup when he sees that the amount of trash will exceed the capacity of the dumpster between regular pickups. Applicant shall eliminate food sources for rodents to help eliminate the rat population.

(b) Applicant agrees to segregate recyclables from trash and to recycle cardboard, plastic bottles, jars and other containers as well as glass bottles and other glass items. Glass bottles, other glass items and plastic bottles will not be placed in recycling containers after the hour of 10 pm each day of operation.

6. Exterior including public space

(a) Applicant shall assist in the cleaning of the alleyway behind and the space in front of the establishment, including keeping the curb free of trash and litter, and to remove snow and ice from the sidewalk and comply with all applicable DC laws and regulations in these respects.

(b) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas to front and the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing. This may be accomplished through signage.

7. Third Party Events.

Applicant agrees to operate the establishment under the terms of its license and will not rent out or otherwise allow the establishment to be used by third parties for events where the owner/manager is not present and actively managing the business.

8. Bar/Pub Crawls.

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

9. Consideration of Neighbors

Through signage located inside the establishment, Applicant will encourage employees and patrons to be considerate of neighboring residents at all times, and to keep noise to a minimum from 11:00 pm. to 8:00 am.

10. Modification

This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

11. Regulations

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC 1C or KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

