

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

In the Matter of:

Steak Ice 1310 H, LLC
t/a Pizza Parts & Service

Applicant for a New
Retailer's Class DR

at premises
1320 H Street, N.E.
Washington, D.C. 20002

Case No. 14-PRO-00090
License No. ABRA-097355
Order No. 2015-047

Steak Ice 1310 H, LLC, t/a Pizza Parts & Service (Applicant)

Jay Williams, Co-Chair, Advisory Neighborhood Commission (ANC) 6A

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 6A**

The Application filed by Steak Ice 1310 H, LLC, t/a Pizza Parts & Service, for a new Retailer's Class DR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 1, 2014, and a Protest Status Hearing on January 14, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6A have entered into a Settlement Agreement (Agreement), dated December 31, 2014, that governs the operation of the Applicant's establishment.

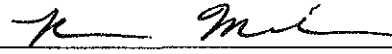
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Co-Chair Jay Williams, on behalf of ANC 6A, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6A of this Application.


Accordingly, it is this 4th day of February, 2015, **ORDERED** that:

1. The Application filed by Steak Ice 1310 H, LLC, t/a Pizza Parts & Service, for a new Retailer's Class DR License, located at 1320 H Street, N.E., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 6A in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Applicant and ANC 6A.

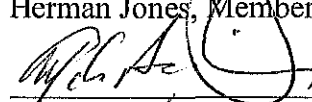
District of Columbia
Alcoholic Beverage Control Board

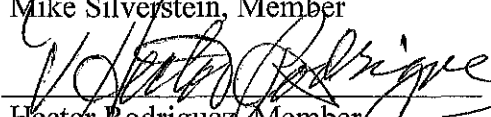

Ruthanne Miller, Chairperson

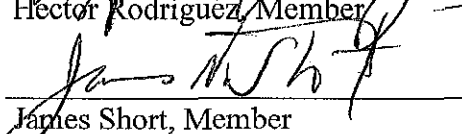

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, 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, 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 Settlement Agreement is made this 31st day of December, 2014, by and among Advisory Neighborhood Commission 6A ("ANC 6A"), and Steak Ice 1310 H, LLC, t/a Pizza Parts and Service.

WHEREAS, Applicant has filed an application for a Retailers License Class DR for premises located at 1320 H Street, NE Washington DC 20002 ("Establishment");

WHEREAS, Applicant's premises is within the boundaries of ANC 6A; and

WHEREAS, the parties desire to enter into an agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class D Liquor License at the subject premises; and,

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Public Space Cleanliness and Maintenance.** Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:
 - a. Picking up trash, including beverage bottles and cans, and all other trash a minimum of twice daily (once immediately before business hours and again between 5:00 p.m. and 8:00 p.m.).
 - b. Maintaining regular trash and garbage removal service, regularly removing trash from the trash and dumpster area, and seeing that the trash and dumpster area remain clean.
 - c. Depositing trash and garbage only in rodent-resistant dumpsters, and seeing that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
 - d. Exercising due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
2. **Business Operations and Practices.**
 - a. Applicant agrees not to promote or participate in bar or pub "crawls" or any other event of this nature unless the event has been reviewed and approved by the ABC Board.
 - b. Applicant shall make reasonable efforts to prohibit and prevent loitering and criminal activity on or in front of the establishment premises, to include:
 - i. Asking loiterers to move on whenever they are observed outside the establishment;
 - ii. Calling the Metropolitan Police Department if illegal activity is observed;
 - iii. Keeping a written record of dates and times (a "call log") when Applicant calls the MPD for assistance.
 - iv. Applicant agrees not to promote or participate in bar or pub "crawls" unless the event has been reviewed and approved by the ABC Board.

3. **Enforcement.** Applicant and ANC 6A agree to enter into this Agreement. If Applicant should breach the conditions of this Agreement, it is understood by all parties that ANC 6A and/or its committees shall immediately notify the Applicant and file a complaint with the ABC Board, which will be investigated by ABRA's Enforcement Division, and may subject Applicant to a Show Cause proceeding or any other penalty available to the Board under the law.

4. **Violation of DC Law.** Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. ANC 6A does not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.

5. **Final and Complete Agreement.** This Agreement represents the full and complete Agreement among the parties.

6. **Counterparts.** This Agreement may be executed, simultaneously in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

APPLICANT:

Steak Ice 1310 H, LLC

BY: 

Print Name: Chris R. [unclear]

Title: Manager

PROTESTANT:

Advisory Neighborhood Commission 6A

BY: 

Print Name: Jay Williams

Title: Chair, ANC 6A ABL Committee