

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

In the Matter of:	)	
	)	
Steak Ice 1310 H, LLC	)	
t/a Sally's Middle Name	)	
	)	License No. ABRA-097355
Holder of a	)	Order No. 2016-033
Retailer's Class DR License	)	
	)	
at premises	)	
1320 H Street, N.E.	)	
Washington, D.C. 20002	)	

Steak Ice 1310 H, LLC, t/a Sally's Middle Name (Applicant)

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

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

**ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Steak Ice 1310 H, LLC, t/a Sally's Middle Name (Licensee), located at 1320 H Street, N.E., Washington, D.C., and ANC 6A entered into a Settlement Agreement (Agreement), dated December 31, 2014, that governs the operation of the Applicant's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated January 18, 2016, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment 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 Amendment.

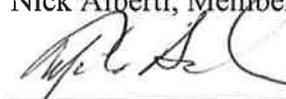
Accordingly, it is this 20th day of January 20, 2016, **ORDERED** that:

1. The above-referenced Amendment to Settlement Agreement, dated January 18, 2016, submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Settlement Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Applicant and ANC 6A.

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 14<sup>th</sup> 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).

## AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment to Settlement Agreement is made this \_\_\_ day of January, 2016, and is meant to amend the existing settlement agreement dated December 31, 2014 between Advisory Neighborhood Commission 6A (“ANC 6A”) and Steak Ice 1310 H, LLC, t/a Pizza Parts and Service (now t/a Sally’s Middle Name).

WHEREAS, Applicant has filed an application for a Substantial Change to the existing license for premises located at 1320 H Street, NE Washington, DC 20002 (“Establishment”);

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

WHEREAS, the parties desire to enter into an agreement governing certain requirements and understandings regarding the Substantial Changes requested by Applicant 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 to the following amendments:

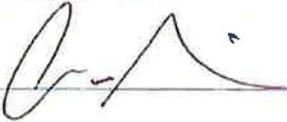
### 1. **Music / Dancing / Entertainment.**

- a. Applicant agrees to ensure that sounds originating from within the establishment are mitigated by installing adequate soundproofing.
- b. No sound, noise, music, or voices emanating from the licensed establishment shall be of such intensity that it may be heard in any premises other than the licensed establishment. This restriction does not apply to: (1) sound, noise, music, or voices heard in any premises which are located within a C-1, C-2, C- 3, C-4, C-M, or M zone, as defined in the zoning regulations for the District, and (2) sound, noise, music, or voices occasioned by the normal opening of entrance and exit doors for the purpose of ingress and egress.
- c. In order to mitigate noise on a sidewalk café or summer garden the following steps will be taken:
  - i. Applicant shall not offer any type of entertainment or pre-recorded music on the summer garden and/or sidewalk café;
  - ii. A fence or other barrier will enclose the entire perimeter;
  - iii. No fewer than two signs will be clearly posted to remind guests to keep their voices at normal speaking volume;
  - iv. Staff will monitor the outdoor area to make sure guests do not raise their voices above normal speaking tones; and
  - v. Potted plants, trees, fountains, or other types of noise mitigation techniques will be incorporated into the decor.
- d. Applicant may offer facilities for dancing for patrons only with an entertainment endorsement and may have recorded and background music without an entertainment endorsement. “Entertainment” means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term “entertainment” shall not include the operation of a jukebox, a television, a radio, or other prerecorded music.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date of the signatures to this Amendment.

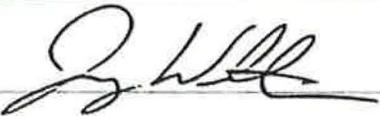
**Steak Ice 1310 H, LLC (Applicant):**

By: ASHKA ADKINS Date: 01/08/16

Signature: 

**Advisory Neighborhood Commission 6A Representative:**

By: Jay Williams, Co-Chair, ABL Committee Date: 1/18/16

Signature: 

**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.

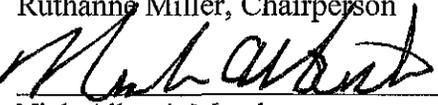
This Agreement constitutes a withdrawal of the Protest filed by ANC 6A of this Application.

Accordingly, it is this 4<sup>th</sup> 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.

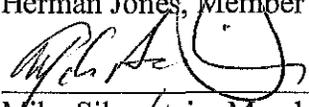
District of Columbia  
Alcoholic Beverage Control Board

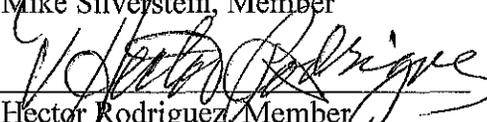
  
Ruthanne Miller, Chairperson

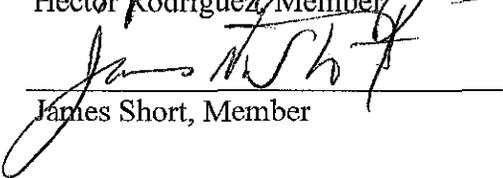
  
Nick Alberti, Member

  
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 14<sup>th</sup> 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 31<sup>st</sup> 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: C. R. [Signature]

Title: MANAGER

PROTESTANT:

Advisory Neighborhood Commission 6A

BY: 

Print Name: Jay Williams

Title: Chair, ANC 6A ABL Committee