

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

_____ )	
<b>In the Matter of:</b> )	
)	
Rice Restaurant, LLC )	
t/a Rice Restaurant & Bar )	
)	
Holder of a )	License No. ABRA-060730
Retailer's Class CR License )	Order No. 2013-183
)	
at premises )	
1608 14 <sup>th</sup> Street, N.W. )	
Washington, D.C. 20009 )	
_____ )	

Rice Restaurant, LLC, t/a Rice Restaurant & Bar (Licensee)

Matt Raymond, Chairperson, Advisory Neighborhood Commission (ANC) 2F

Tim Christensen, President, Logan Circle Community Association (LCCA)

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Mike Silverstein, Member  
Herman Jones, Member

**ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Rice Restaurant, LLC, t/a Rice Restaurant & Bar, (Licensee), ANC 2F, and LCCA entered into a Voluntary Agreement (Agreement), dated August 6, 2003, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated April 10, 2013, 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 Licensee; Chairperson Matt Raymond, on behalf of ANC 2F; and Tim Christensen, on behalf of LCCA, are signatories to the Amendment.

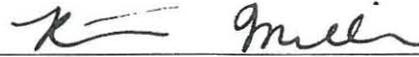
**Rice Restaurant, LLC**  
**t/a Rice Restaurant & Bar**  
**License No. ABRA-060730**  
**Page 2**

Accordingly, it is this 15th day of May, 2013, **ORDERED** that:

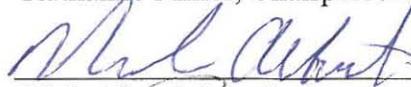
1. The above-referenced Amendment to Settlement Agreement, dated April 10, 2013, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee, ANC 2F, and LCCA.

Rice Restaurant, LLC  
t/a Rice Restaurant & Bar  
License No. ABRA-060730  
Page 3

District of Columbia  
Alcoholic Beverage Control Board



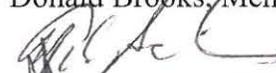
Ruthanne Miller, Chairperson



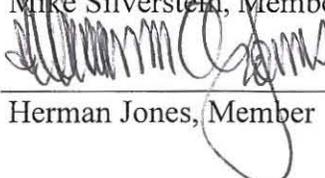
Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member



Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected by this Order may file a Motion for Reconsideration 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, D.C. 20009.

### AMENDMENT TO VOLUNTARY AGREEMENT

THIS AMENDMENT TO VOLUNTARY AGREEMENT ("Amendment") dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and among Rice Restaurant, LLC t/a Rice Restaurant and Bar ("Applicant"), Advisory Neighborhood 2F ("ANC 2F") and the Logan Circle Community Association ("LCCA").

WHEREAS, Applicant is a holder of a Retailer's License Class CR for the premises known as 1608 14<sup>th</sup> Street, NW, Washington, DC;

WHEREAS, Applicant, ANC 2F, and LCCA entered into a Voluntary Agreement dated August 6, 2003;

WHEREAS, the parties desire to amend the Voluntary Agreement upon the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Paragraph 3. Paragraph 3 of the Agreement is deleted in its entirety and is replaced with the following:

"Applicant's hours of operation shall not extend beyond the following hours:

Sunday-Thursday: 8:00 a.m.-1:00 a.m.

Friday/Saturday: 8:00 a.m.-2:00 a.m.

Notwithstanding the foregoing, on days designated by the ABC Board as "Extended Hours for ABC Establishments" or "Daylight Savings Time Extension of Hours", on the eve of any day which licensees may, by law, be entitled to extended operating hours, such as holidays, inauguration, or other special events, Applicant may operate until one hour prior to the legal operating hour on such days. On January 1 of each year, the Applicant may operate until 4:00 a.m."

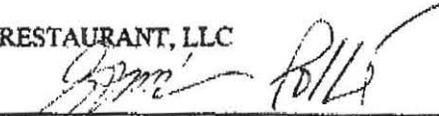
3. Paragraph 5. Paragraph 5 is hereby deleted, in its entirety.
4. Sidewalk Café. The provisions of Paragraph 8 of the Agreement, Sidewalk Café, are amended to provide that the sidewalk café shall close no later than 11:00 p.m. Sunday through Thursday and 12:00 a.m. (midnight) Friday and Saturday.

5. Full Force and Effect. Except as specifically provided herein, the Voluntary Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this Amendment as of the date written above.

APPLICANT:

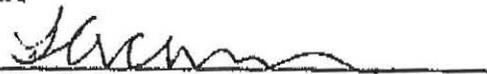
RICE RESTAURANT, LLC

By:   
Somsak Pollert  
Date Signed: 4/10/13

ANC 2F

By:   
Matt Raymond, Chair  
Date Signed: 4/3/13

LCCA

By:   
Tim Christensen, President  
Date Signed: 4/4/13

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

<b>In the Matter of:</b>	)	
	)	
Rice Restaurant LLC	)	
t/a Rice	)	
	)	
Application for a Retailer's Class CR	)	
License – New	)	Application no. 50239
at premises	)	2003-76
1608 14 <sup>th</sup> Street, N.W.	)	
Washington, D.C.	)	

Carey Silverman, Secretary, on behalf of the Advisory Neighborhood Commission 2F,  
and Somsak Pollert, Managing Member, on behalf of Applicant, Signatories

**BEFORE:** Charles Burger, Interim Chairperson  
Vera Abbott, Member  
Laurie Collins, Member  
Judy Moy, Member  
Audrey Thompson, Member

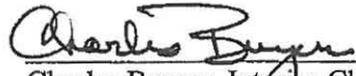
**ORDER ON VOLUNTARY AGREEMENT**

This matter came before the Board for approval on September 3, 2003. The signatories to the voluntary agreement between the applicant and the Advisory Neighborhood Commission (ANC) 2F, dated August 6, 2003, submitted an agreement to the Board in accordance with the D.C. Official Code Title 25, Section 446 (2001 Edition).

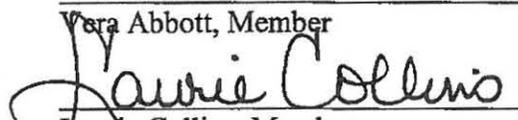
Having determined that the agreements comply with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this 10<sup>th</sup> day of September 2003; **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreements and does **INCORPORATE** the text of the same into the Order

Rice Restaurant LLC  
t/a Rice  
Application no. 50239  
Page two

District of Columbia  
Alcoholic Beverage Control Board

  
Charles Burger, Interim Chairperson

Vera Abbott, Member

  
Laurie Collins, Member

  
Judy Moy, Member

  
Audrey E. Thompson, Member

## VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 6th day of August, 2003, by and between Rice Restaurant LLC d/b/a Rice ("Applicant") AND Advisory Neighborhood Commission 2F ("ANC 2F") and the Logan Circle Community Association ("LCCA") [jointly "the Community"].

### WITNESSETH

WHEREAS, Applicant has applied for a retailers license Class CR for the premises at 1608 Fourteenth Street, N.W., Washington, D.C.;

WHEREAS, the Community, is considering support of Applicant's license; and

WHEREAS, the Applicant has agreed to enter into this Agreement with the Community to request the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application, and grant a *stipulated* license, conditioned upon Applicant's compliance with the terms of this written Agreement.

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 Business. The Applicant shall manage and operate a restaurant with full lunch and dinner menu service at the ground level. The Applicant may operate a sushi bar and waiting area at the basement level, however, it is understood that the primary nature of the business is, and shall remain, that of a restaurant. Any change from this model shall be considered by all parties to be a substantial change in operation of great concern to residents and require approval by the ABC Board.

3. Hours of Operation. The Applicant's hours of operation shall be as follows:

Monday – Thursday	11:30 a.m. to 2:30 p.m. and 5 p.m. to no later than 12 a.m.
Friday – Saturday	11:00 a.m. to no later than 1 a.m.
Sunday	11:00 a.m. to no later than 12:00 a.m.

Applicant may not extend its hours without amendment of this Agreement. Up until one (1) hour prior to closing, Applicant's kitchen facilities shall remain open with food service. The Community agrees to seek restrictions with regard to hours of operation from other holders of similar classes of ABC licenses in the immediate area of the Applicant's establishment so that Applicant's hours of operation are not significantly more restricted than others'. To the extent that there are problems resulting from Applicant's hour of operation, the parties hereto agree to in good-faith meet to discuss solutions to such problems including, at a minimum, any necessary reduction in hours.

4. Square Footage and Occupancy. The square footage of the ground level of the establishment is 2,500 square feet with a current authorized maximum occupancy of 65 persons. Applicant will provide seating for at least sixty (60) patrons at tables and up to five (5) patrons at the bar at the ground level. The square footage of the basement level of the establishment is 1,500 square feet and expected to allow with occupancy by twenty five (25) to thirty five (35) persons. Should Applicant decide to expand its operations to include a sushi bar and waiting area at the basement level, Applicant will provide seating for the maximum number of patrons as permitted. Applicant shall post the certificate of occupancy in a prominent location in the entryway. Applicant may not expand its occupancy or reduce available seating by more than twenty (20) percent without amendment of this Agreement.

5. Parking. The Applicant fully recognizes the importance of parking not only for its success, convenience for its patrons but also the level of its importance to ANC 2F. Applicant has entered into and shall retain an agreement with 1617 14TH STREET, LLC to provide parking to its patrons. A copy of such agreement is appended hereto and incorporated herein. Applicant shall advertise the availability of parking at the entrance of the establishment. To the extent that this contract with 1617 14TH STREET, LLC terminates for any reason, Applicant shall enter into a like agreement to provide adequate off-street private parking for its patrons.

6. Alley Access. Applicant recognizes that the public alley in the rear of the establishment running between the 1400 Blocks of Q Street and Corcoran Street NW between Fourteenth and Fifteenth Street (“public alley”) is particularly active and its accessibility is necessary for the ingress and egress of residents. Applicant shall not impede access to the public alley. Applicant shall not permit its employees to park in the public alley and shall instruct its suppliers to not block access to the public alley during deliveries. Applicant shall not permit its patrons to enter or exit the establishment from the alley.

7. Public Space and Trash. Applicant is aware that illegal dumping in the public alley is an ongoing concern of its neighbors and that Applicant’s trash practices, if not consistently diligent, may have the effect of encouraging such dumping. Applicant agrees to maintain a dumpster in the rear of the building in the public alley and to contract with a commercial trash hauler for pickup at least twice per week. Applicant shall take whatever actions necessary to ensure that its dumpster does not overflow, including, but not limited to, scheduling additional trash pickups, if necessary. Applicant agrees to maintain such dumpster in a locked and completely closed position, and to ensure all trash is placed inside the dumpster.

Trash and recyclable material shall not be deposited into the outside dumpster or other exterior holding facilities between the hours of 11:00 p.m. and 8:30 a.m. Applicant shall require its trash and recycling contractors to pick up trash and materials, and schedule its deliveries, not before 9:00 a.m. Applicant shall also police the public alley and sidewalk (up to and including the curb) three times daily for refuse and other materials and maintain a clean, tidy and professional presence in these areas. Applicant shall not install exterior public pay telephones and, with the assistance of ANC 2F, seek removal of the existing exterior payphone.

8. Sidewalk Café. Applicant may have outside seating in a sidewalk café area in front of its premises upon receipt of a public space permit, and may serve alcoholic beverages in such area. The sidewalk café shall be of a size and occupancy approved by the Public Space Committee, after the opportunity for notice and comment by the Community, but in no event shall it provide seating for more than sixteen (16) patrons. Applicant may not expand the capacity of the sidewalk café without amendment of this Agreement. Applicant shall direct that its employees inspect the sidewalk café at least once each hour to ensure its cleanliness. The sidewalk café shall close no later than 10:30 p.m. Sunday through Thursday, and 11:30 p.m. Friday and Saturday. Applicant shall remove all tables and chairs from the outdoor café before closing. To the extent there are problems resulting from Applicant's outdoor seating, the parties hereto agree to in good-faith meet to discuss solutions to such problems, including any necessary reduction of hours or occupancy.

9. Noise and Privacy. Applicant shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibrations from the establishment are not audible from within the adjacent residential properties. Applicant will also take all necessary steps to ensure that the music, noise, and vibrations are not disruptive to the

adjacent residential property owners' reasonable use of outdoor areas of their property. Should any sound, noise, or music be heard in any premises other than the licensed establishment, Applicant will take immediate remedial action. If necessary, Applicant will take reasonable steps to reduce noise emanating from the establishment from the opening of the entry and exit doors.

10. Dancing, Music and Entertainment. Applicant shall not offer, create facilities for, or otherwise encourage or permit dancing by patrons or employees. Applicant shall not have DJs or live entertainment, but may have recorded music. Applicant shall keep all recorded music at a level that is inaudible from outside the establishment.

11. Rats and Vermin Control. The Applicant shall provide rat and vermin control surrounding the dumpster area by providing outside traps and baiting. At the present time, the intended pest control company shall be Conquest Pest Control. Applicant shall provide proof of its rat and vermin control contract upon request of the Community.

12. Security. Applicant shall post one employee to control unruly patrons, whether inside or in the immediate outside area. Further, this employee, aided by signage at the entrance, will instruct patrons that they are within a residential neighborhood and ask them upon leaving to leave quietly.

13. Participation in the Community. In order to maintain an open dialogue with the community, Applicant is encouraged to regularly send a representative to ANC 2F meetings, which occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, N.W., Washington, D.C. 20005, and LCCA Meetings, which occur on the second Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel. Applicant, upon notice from the ANC or LCCA shall send a representative of the establishment to a meeting(s) of

the respective organization to discuss and find reasonable ways to resolve any problems associated with its operations.

14. License Ownership. Applicant agrees to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license. Applicant also agrees to be the sole owner of the ABC license and agrees not to transfer or sell to any other entity before obtaining approval from the ABC Board. Applicant agrees to notify any prospective transferee, assignee or contractee of the existence of this Agreement and to provide them with a copy.

15. Binding Effect. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of Applicant.

16. Informal Dispute Resolution. In the case that the ANC Commissioner or an individual resident has a concern regarding the operation of the business, they are urged to contact the Applicant's Manager at (202) 234-2400 or e-mail [ricerestaurant@aol.com](mailto:ricerestaurant@aol.com) prior to involving the ANC, District of Columbia agencies or officials, or law enforcement agencies, or instituting proceedings under paragraph 17 of this agreement.

17. Notices. In the event of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within thirty (30) days thereafter before action against Applicant on the basis of such violation may be undertaken. A material violation of this Agreement or its ABC license by Applicant, which has not been corrected after such thirty (30) days' notice, shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and mailed by certified

mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement. Notice is deemed to be received upon mailing.

Notice is to be given as follows:

1. If to Applicant, to:

Somsak Pollert, Managing Member  
Rice Restaurant LLC  
1608 Fourteenth Street, N.W.  
Washington, D.C. 20009  
SimplyHome@aol.com

With a copy to:

Simon M. Osnos  
7700 Leesburg Pike, Suite 408  
Tyson Corner, VA 22043  
Tel. 703-356-8233  
Fax 703-356-8428  
simonosnos@hotmail.com

2. If to ANC 2F, to:

Advisory Neighborhood Commission 2F  
P.O. Box 9348 – Mid-City Station  
Washington, D.C. 20005

3. If to LCCA, to:

Logan Circle Community Association  
Attn: President  
Mid City Station – P.O. Box 12007  
Washington, D.C. 20005

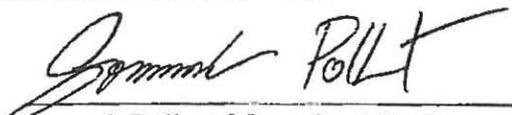
Applicant may change the notice address listed above by written notice to the other signatories at the addresses listed above. Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the Alcoholic Beverage Control Board.

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

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

APPLICANT:

Rice Restaurant LLC d/b/a Rice

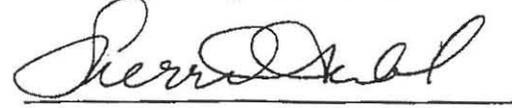
By:   
Somsak Pollert, Managing Member

THE COMMUNITY:

Advisory Neighborhood Commission 2F

By:   
Helen M. Kramer, Vice Chair

Logan Circle Community Association

By:   
Frank Mobilio, President  
Sherri Kimbet, Vice President



**ADVISORY NEIGHBORHOOD COMMISSION 2F**  
**Government of the District of Columbia**

P.O. Box 9348, Mid-City Station, Washington, D.C. 20005  
Telephone: (202) 667-0052 Fax: (202) 667-0053 www.anc2f.org

**Commissioners**

2F01 Cary Silverman, *Secretary*  
2F02 Jim Brandon, *Vice Chair*  
2F03 Miriam Trimble  
2F04 Helen M. Kramer, *Chair*  
2F05 Thomas Funk  
2F06 Bob Hinterlong, *Treasurer*

August 14, 2003

The Honorable Charles Burger  
Acting Chairman  
Alcoholic Beverage Control Board  
941 North Capitol Street, NE, Seventh Floor  
Washington, DC 20002

*Re: Application of Rice Restaurant LLC, 1608 14<sup>th</sup> Street, NW  
for Class CR License, Application No. 50239, filed June 18, 2003*

Dear Chairman Burger:

On August 6, 2003, at a publicly noticed meeting and with a quorum present, Advisory Neighborhood Commission 2F voted unanimously (5-0-0) in support of the application of Rice Restaurant LLC ("Rice") for a Class CR license at the above-referenced location subject to the terms and conditions of the enclosed Voluntary Agreement.

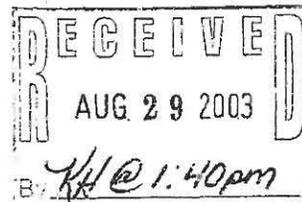
Please also note that the ANC supports a *stipulated* license for Rice due to the strong community support for this business and its interest in allowing Rice to begin full operations as soon as its ready to open.

As always, thank you for according great weight to our views.

Yours truly,

Cary Silverman  
Secretary

Enclosure



1617 14<sup>th</sup> STREET, LLC  
P.O. Box 10629  
Alexandria, VA 22310  
Tel. (202) 588-1306 Fax (202) 588-1307

August 4, 2003

Advisory Neighborhood Commission 2F  
P.O. Box 9348-Mid-City Station  
Washington, DC 20005

Re: Rice Restaurant Parking Arrangement

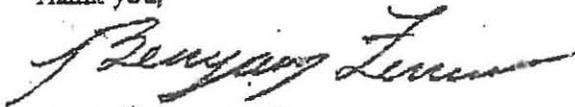
To Whom It May Concern:

Our Company, 1617 14<sup>th</sup> Street LLC, which operates the parking lot on the corner of 14<sup>th</sup> and Corcoran street north-west (across from the church) would like to inform you that we have an arrangement with Rice Restaurant, LLC to provide parking space for its customers.

1617 14<sup>th</sup> Street, LLC acknowledges that parking space had become an issue in our neighborhood lately. Somsak Pollert, owner of Rice Restaurant was aware of our parking service and the need for additional parking space in the neighborhood. As a result, we have made arrangements to accommodate Rice Restaurant's customer parking needs during business hours at a special rate. This will hopefully attract their customers to utilize the parking lot as opposed to taking up street parking space from our neighborhood especially during evening hours.

We are delighted to see Rice Restaurant open in our neighborhood and wish them all the best. Should you have any questions or concerns, please contact me at (202) 588-1306.

Thank you,



1617 14<sup>th</sup> Street, LLC  
By: Benyam Zemui (Managing Member)

**1617 14<sup>TH</sup> STREET, LLC**

P.O BOX 10629, Alexandria, VA 22310

Tel: (202)588-1306 Fax: (202)588-1307

**PARKER REGISTRATION**

OFFICE USE ONLY

LOCATION <b>1617 14<sup>th</sup> ST.</b>	PARKER NO	CARD NO	
---	--------------	------------	--

(PLEASE PRINT)

(2) Name ~~SCIMSAK~~ POLLERT SCIMSAK  
Last First Mid Initial

(3) Address 1608 14TH ST. NW E-mail RICERESTAURANT@AOL.COM

(4) City WASHINGTON State DC Zip Code 20009

(5) Home Phone [REDACTED] (6) Business Phone: 202-210-6741

Employer RICE RESTAURANT, LLC. 1608 14TH ST. NW., DC 20009  
Name Address

Automobile Information: Make	Model	Yr	Color	Plate No.
(7) Car #1 FORD	VAN	1995	WHITE	KP14999
(8) Car #2 TOYOTA	COLORA	1991	WHITE	USP 364

(9) Please Check Only One:  Monthly Parking  Quarterly Parking

**PLEASE READ AND SIGN**

**PARKING LICENSE**

1. Customer shall have the license to park ONE of the cars listed above hereof in accordance with the terms on his parking privilege, at the prevailing rate, payable on or before the first of each month/quarter, in advance, by mail to P. O. Box 10629, Alexandria, VA 22310, or as designated by the terms of the parking agreement. This license shall be subject to the rules and regulations of the Parking Facility as stated from time to time by the Owners, or Management thereof.
2. The prevailing monthly rate shall be effective only for the month for which it is paid and may be changed at any time for succeeding months upon seven days notice.
3. Customer shall lock his/her car at all times it is parked in the Facility and remove all valuables. Owners, or Management shall not be liable for any damage to the car, or loss of contents.
4. This Parking License is only a license to park effective only for the month for which payment has been made and accepted. It shall not be construed to be a lease or a bailment or confer any right to the use of the parking facility beyond the express terms of this license.
5. A fee of \$30.00 will be assessed if a check is returned for any reason.
6. All payment are due, and must be post marked, by 20<sup>th</sup> of the month prior to the start of the next monthly or quarterly period.
7. Parking Rate \$154.00 Monthly \$450.00 Quarterly. Make check payable to 1617 14<sup>TH</sup> STREET, LLC
8. **Note:** If you are applying for a quarterly permit in the middle of a quarterly payment cycle, make payment for the months remaining in that cycle.

By \_\_\_\_\_ Customer's Signature \_\_\_\_\_ Date 8/14/03

Permit # 1001 \$908