

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

**In the Matter of:** )  
)  
Service Bar, LLC )  
t/a Service Bar )  
)  
Applicant for a New )  
Retailer's Class CT License )  
)  
at premises )  
926-928 U Street, N.W. )  
Washington, D.C. 20001 )  
\_\_\_\_\_ )

Case No.: 16-PRO-00083  
License No.: ABRA-103008  
Order No.: 2016-530

Service Bar, LLC, t/a Service Bar (Applicant)

James Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

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

**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 1B'S PROTEST**

The Application filed by Service Bar, LLC, t/a Service Bar (Applicant), for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on August 1, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 1B have entered into a Settlement Agreement (Agreement), dated September 2, 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 and Chairperson James Turner and Commissioner Ellen Sullivan, on behalf of ANC 1B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1B.

Accordingly, it is this 28th day of September, 2016, **ORDERED** that:

1. The Application filed by Service Bar, LLC, t/a Service Bar, for a new Retailer's Class CT License, located at 926-928 U Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **WITHDRAWN**;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, except for the following modifications:

Section 1 (Noise) – The language “25 DCMR 905” shall be replaced with the language “D.C. Official Code § 25-725.”

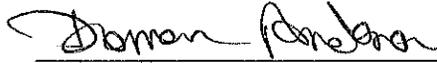
Section 5 (Cover charges, dancing and outside operations) – The last sentence shall be modified to read as follows: “Outside service on public space shall be limited to a walk-up service window for food service only, unless applicant obtains a sidewalk café permit and is approved for a sidewalk café endorsement.”

Section 7 (Binding Effect) – The language “and assigns” shall be removed.

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 1B.

District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



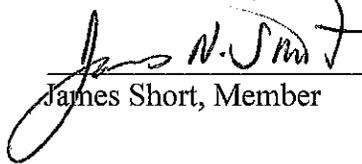
Nick Alberti, Member



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).

**Settlement Agreement Concerning Issuance of License ABRA-103008 to the Service Bar, LLC t/a Service Bar, 926-928 U St. NW**

THIS AGREEMENT, made and entered into this Sept. 2 day of 2016, 2016 by and between The Service Bar, LLC t/a Service Bar ("Applicant") and ANC AB 10: 58 ("Protestant") witnesses.

ALCOHOLIC BEVERAGE  
REGULATORY ADMIN  
2016 SEP 2 AB 10: 58

ABRA

**RECITALS**

WHEREAS, the Applicant has filed an application for a new Retailer's License Class CT (ABRA-103008) (the "License") and the application is currently pending before the District of Columbia Alcoholic Beverage Control Board (the "Board"); and

WHEREAS, Protestant has protested the license application; and

WHEREAS, the parties desire to enter into a Settlement Agreement containing certain restrictions on Applicant's operation so as to address the concerns raised by Protestant; and

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the new license and withdraw its protest provided that such an agreement is incorporated into the ABC Board's order issuing the license, which license is conditioned upon compliance with this agreement;

WHEREAS, Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Noise. Applicant acknowledges familiarity with and will comply with noise-control provisions of the District of Columbia law and regulations, 25 DCMR 905 Applicant will regularly monitor to assure no impact on nearby residents. The front and rear doors to the premises will remain closed except to allow entrance to and exit from the building. Applicant shall at all times, regardless of any events or promotions, be responsible for the operations, security, and the service of alcoholic beverages in the establishment.

2. Hours of Operation and Sales. The establishment's intended hours of operation shall be as follows:

<b>Day</b>	<b>Hours of Advertised Alcoholic Beverage Service</b>
Monday	9:00 AM to 2:00 AM
Tuesday	9:00 AM to 2:00 AM
Wednesday	9:00 AM to 2:00 AM
Thursday	9:00 AM to 2:00 AM
Friday	9:00 AM to 3:00 AM
Saturday	9:00 AM to 3:00 AM
Sunday	9:00 AM to 2:00 AM

Nothing in this Agreement shall prohibit Applicant from applying and being approved for extended holiday hours, temporary extensions or other changes in hours.

3. Trash/Garbage/Rodents. Applicant shall maintain trash/garbage removal service at least 3-4 times weekly and see that the trash area remains clean. Trash containers shall be properly maintained so that they close properly and do not leak. Applicant shall deposit trash and garbage in rodent-resistant containers and shall see that covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate accessible food sources for rodents and eliminate the rat population. Applicant will have professional extermination services or provide them as needed. Applicant will provide for the proper removal of grease and fatty oils from the establishment. Applicant shall request that its trash and recycling contractors pick up trash and materials no earlier than 9:00 AM and no later than 5:00 PM. Applicant will sweep the sidewalk around the perimeter of the building at least once daily.

4. Parking. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on residential streets.

5. Cover charges, dancing and outside operations. Applicant shall not have a designated dance floor and shall not market, advertise or promote dancing. A cover charge shall be permitted only in connection with charitable and political fundraisers. Outside service on public space shall be limited to a walk-up service window unless applicant obtains a sidewalk café permit and is approved for a sidewalk café endorsement.

6. Capacity. Applicant shall post its Certificate of Occupancy Permit, which shall remain posted in public view at all times. Applicant shall post a conspicuous sign at each exit advising patrons of the residential neighborhood and the necessity of quiet departure.

7. Binding Effect. This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which this Voluntary Agreement applies.

8. Notices. Notices shall be given by email, overnight mail or hand-delivery as follows:

**If to Protestant:**

ANC1B, Attn: Ellen Sullivan  
Frank D. Reeves Municipal Center  
2000 14th St., NW, Suite 100B  
Washington, DC 20009  
[1b02@anc.dc.gov](mailto:1b02@anc.dc.gov)

**If to Applicant:**

Service Bar  
The Service Bar, LLC  
926-928 U Street NW  
Washington, DC 20001  
[Ohad@servicebar-dc.com](mailto:Ohad@servicebar-dc.com)

The parties may change the notice address listed above by written notice to the others. Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class CT license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CT license, the issuance of which is conditioned upon compliance with this Settlement Agreement.

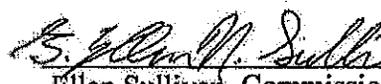
[SIGNATURE BLOCKS ON FOLLOWING PAGE]

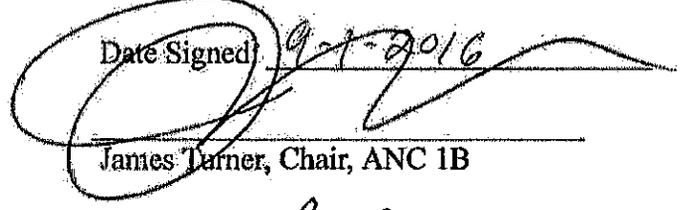
ALCOHOLIC BEVERAGE  
REGULATORY ADMIN  
IN WITNESS WHEREOF, the parties have executed this Agreement as of the  
date and year first above written.

2016 SEP -2 A 10:58

ABRA

**PROTESTANT:**

  
Ellen Sullivan, Commissioner, ANC 1B

Date Signed: 9-1-2016  
  
James Turner, Chair, ANC 1B

Date Signed: 9-1-2016

**APPLICANT:**

The Service Bar, LLC /a Service Bar  
By:   
Print Name/Title: Chad Spangler /owner  
Date Signed: 9/1/2016

