

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

In the Matter of:)	
1600 U, Inc.)	
t/a Local 16)	
Holder of a)	License No. ABRA-060467
Retailer's Class CR License)	Order No. 2011-359
at premises)	
1600 U Street, N.W.)	
Washington, D.C. 20009)	

1600 U, Inc., t/a Local 16 (Licensee)

Ralph Allen Smith, on behalf of Balfour Condominium

BEFORE: Nick Alberti, Interim Chairperson
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that 1600 U, Inc., t/a Local 16 (Licensee) and Balfour Condominium entered into a Voluntary Agreement (Agreement), dated July 20, 2011, that govern the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Ralph Allen Smith, on behalf of Balfour Condominium, are signatories to the Agreement.

1600 U, Inc.
t/a Local 16
License No. ABRA-060467
Page 2

Accordingly, it is this 10th day of August 2011, **ORDERED** that:

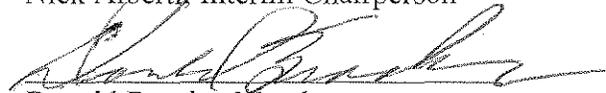
1. The above-referenced Voluntary Agreement submitted by the Licensee and Balfour Condominium to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and Ralph Allen Smith, on behalf of Balfour Condominium.

1600 U, Inc.
t/a Local 16
License No. ABRA-060467
Page 3

District of Columbia
Alcoholic Beverage Control Board

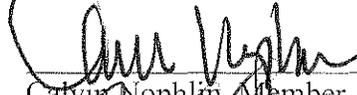


Nick Alberti, Interim Chairperson

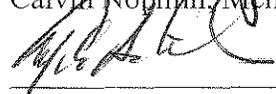


Donald Brooks, Member

Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, D.C. 20009.

VOLUNTARY AGREEMENT

THIS AGREEMENT is made and entered into as of this 20 day of July, 2011 by and between 1600 U, Inc. (hereinafter the "Applicant") and the Balfour Condominium, represented by Ralph Allen Smith.

WHEREAS, Applicant having filed an application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a [SIDEWALK CAFE] for an outdoor café with seating FOR 20(the "Café") at Applicant's the premises at 1602 U Street, N.W., Washington, D.C.

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures with respect to the Café to address the Protestant's concerns and Protestant will agree to the issuance of the ABC License.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

- 1. Hours of Operation:** the operating hours for the Café shall be from 10:00 am to 9:30 pm Sunday through Thursday and from 10:00 am to 10:00 pm Friday and Saturday.
- 2. Noise:** There shall be no recorded or live music performed or played outdoors at the Café.
- 3. Bar; Standing Patrons:** There shall be no outdoor bar at the Café and all beverage service to patrons at the Café shall occur from bars located within the premises. Food and Beverage will be served to seated Patrons only. The Café shall not serve food or beverages from the restaurant to standing restaurant patrons at the Café. Patrons shall be served beverages with food service only
- 4. Litter and Debris Removal:** Applicant will maintain the Café area free of trash and litter.
- 5. Withdrawal of Protest.** Protestant agrees to the issuance of the license and the withdrawal of their protest upon execution of this Agreement and provided that this Voluntary Agreement is incorporated into the Board's order issuing, amending or renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.
- 6. Right to Protest:** The parties agree that Applicant will be given notice of any alleged violation of this Agreement, and will be afforded reasonable time to investigate and respond to any such complaint. The parties agree that if reasonable discussion of violations are not resolved then any failure of the Applicant to adhere to the foregoing commitments would constitute a breach of this agreement and grounds for the Protestant to petition the Board for issuance of an order to Show Cause, as provided by the D.C. Regulations.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 20 day of July, 2011.

APPLICANT:
1600 U, INC.



By: Amanullah Ayoubi
President

PROTESTANT:
Ralph Allen Smith



By: Ralph Allen Smith
Balfour Condominium

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

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)	
1600 U, Inc.)	
t/a Local 16)	
)	
Application for an Entertainment)	
Endorsement to a Retailer's)	License No.: 60467
Class CR License -)	Case No.: 501159-07/017P
at premises)	Order No.: 2007-067
1600 U Street, N.W.)	
Washington, D.C.)	
<hr/>)	

1600 U, Inc. t/a Local 16, Applicant

Ramon Estrada, Chair, Advisory Neighborhood Commission (ANC) 2B, Protestant

BEFORE: Peter B. Feather, Acting Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Albert G. Lauber, Member
Mital M. Gandhi, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application for an Entertainment Endorsement to a Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on January 24, 2007, in accordance with D.C. Official Code § 25-601 (2001). Darren A. Bowie, former Chair of ANC 2B, filed timely opposition by letter.

The official records of the Board reflect that the Parties have reached an Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Agreement, dated February 20, 2007, the Protestants have agreed to withdraw the protest, provided, however, the Board's approval of the pending Application is conditioned upon the Licensee's continuing compliance with the terms of the Agreement.

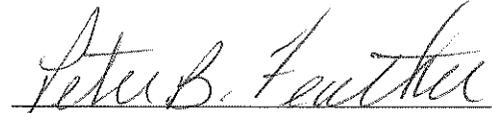
1600 U, Inc.
t/a Local 16
License No. 60467
Case No. 50159-07/017P
Page Two

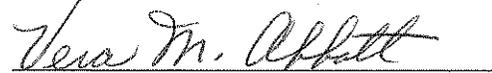
Accordingly, it is this 1st day of August 2007, **ORDERED** that:

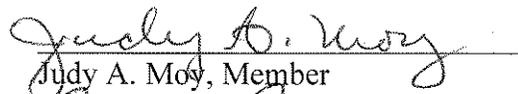
1. The protest of ANC 2B is **WITHDRAWN**;
2. The Application of 1600 U, Inc., t/a Local 16, 1600 U Street, N.W., Washington, D.C., for an Entertainment Endorsement for a Class "CR" Retailer's License is **GRANTED**;
3. The above-referenced Agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

1600 U, Inc.
t/a Local 16
License No. 60467
Case No. 50159-07/017P
Page Three

District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Acting Chairperson


Vera M. Abbott, Member


Judy A. Moy, Member


Audrey E. Thompson, Member


Albert G. Lauber, Member


Mital M. Gandhi, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

VOLUNTARY AGREEMENT
PERTAINING TO ENTERTAINMENT ENDORSEMENT

This Agreement, made and entered this 20th day of February, 2007, by and between 1600 U Inc. t/a Local 16 (hereinafter the "Applicant"), and ANC 2B ("ANC 2B") (hereinafter the "Protestant").

RECITALS

WHEREAS, the Applicant has a Class CR license issued by the Alcoholic Beverage Control Board of the District of Columbia for premises known as Local 16, 1600 U Street, N.W., Washington, D.C.; and

WHEREAS, the Applicant has filed for an Entertainment Endorsement; and

WHEREAS, ANC 2B has protested the Entertainment Endorsement; and

WHEREAS, the parties desire to resolve the protest by this Voluntary Agreement Pertaining To Entertainment Endorsement.

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

1. Music. Applicant agrees to have no more than one disc jockey, and that the disc jockey shall be located on the second floor only. There will be no disc jockey on the first floor. Applicant agrees to have no live band music or a cover charge to enter the premises. Applicant also agrees that DJ speakers will only be allowed on the second floor of the restaurant. Speakers on the first floor house system may only be played at a background level. Prior to engaging a disc jockey, Applicant shall provide sound-proof covering to the three windows on the second floor of the restaurant facing New Hampshire Avenue, this sound proofing can be in the form of clear plexiglass panels that are attached to the windows or in the form of roll down sound insulated draperies. Failure to comply with any of these provisions shall be considered a breach of this Agreement by Applicant.

2. Hours. The hours for the disc jockey on Sunday through Thursday will commence no earlier than 7:00 p.m. and will end no later than 12:00 midnight. On Friday and Saturday, the hours for the disc jockey will commence no earlier than 7:00 p.m. and end no later than 1:00 a.m. Failure to comply with these hours shall be considered a breach of this Agreement by Applicant.

3. License. In the event the Applicant, at any time, transfers the business to another owner, then this Agreement shall "run with the license", and shall be part of the license of any subsequent purchaser.

4. Modification. This Agreement can be modified only by mutual agreement of all parties with the approval of the ABC Board. In the case of ANC 2B, if Applicant desires to modify the terms of this agreement, prior to implementing the changes, Applicant shall receive written agreement from ANC 2B after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

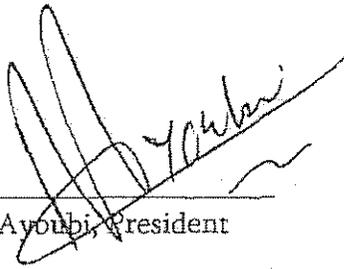
5. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations, including but not limited to all noise control and noise disturbance ordinances.

6. Withdrawal of Protests. The Protestant hereby withdraws its Protest and joins in with the Applicant in requesting the Alcoholic Beverage Control Board of the District of Columbia approve the Application submitted by Applicant conditioned upon Applicant's compliance with the terms of this Agreement and its approval by the ABC Board.

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

APPLICANT:
1600 U, Inc.

PROTESTANT:
Advisory Neighborhood Commission 2B LC

By: 
Aman Ayoubi, President

By: 
Ramon Estrada, Chairperson

M/Forms/1600 U.wpd

VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES

THIS AGREEMENT, made and entered into this 19th day of Feb., 2002 by and between 1600 U, Inc. Trading as Local 16 (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C. hereinafter the "Protestant"), witnesses:

Whereas Applicant has filed an application (#50159) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as Local 16 located at 1600 U Street, Washington, D.C.,

Whereas Protestant has filed before the Board a protest opposing the granting of this renewal application.

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the 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 renewal of the license and withdrawal of the Protest provided that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns.

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

1. Hours. The hours of operation shall be:

Table with 7 columns (Monday to Sun) and 3 rows (Inside, Roof, Patio(s)) showing hours of operation.

(If hours are different on different floors please indicate)

If different from above, hours when alcohol will be served:

Inside:

Roof:

Patio(s):

2. Seating. Seating capacity will not exceed: As set forth on Occupancy Permit.

Interior tables: _____ Interior bar: _____ Patio(s) _____: Roof: _____

(Please indicate by floor, if more than one floor will have seating)

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. ~~There shall be no music played on the roof.~~

4. Trash/garbage/rodents. Applicant shall maintain 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 shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster 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 food sources for rodents and eliminate the rat population.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment:

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls".

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.

9. Modification. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of protest. Protestant agree to the issuance of the renewal of the license and withdrawal of their Protests, *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT

1600 U, Inc.

By:

Aman Ayoubi, President

PROTESTANT

Advisory Neighborhood Commission 1C

By:

Arden Jarez Misul
ANC-1C, Chairman

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

In the Matter of:)

1600 U, Inc.)
t/a U Street Grill)

Application for a Retailer's Class)
CR (new))

at premises)
1600 U Street, N.W.)
Washington, D.C. 20009)

Case no. 50159-02/008P
2002-70

Daniel R. Brody, ABC Committee Chair, Advisory Neighborhood Commission 1C,
Protestant

Dimitri P. Mallios, Esquire, on behalf of the Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy A. Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey E. Thompson, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The application, having been protested, came before the Board on February 6, 2002, in accordance with D.C. Official Code Section 25-601 (2000 Edition). Daniel R. Brody, ABC Committee Chair, on behalf of the Advisory Neighborhood Commission 1C, filed opposition in a timely manner.

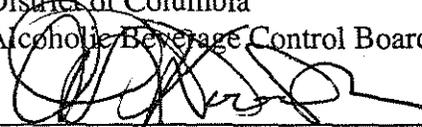
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated February 19, 2002, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

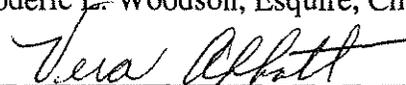
1600 U, Inc.
t/a U Street Grill
Page two

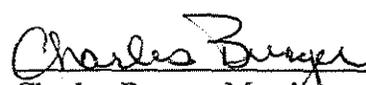
Accordingly, it is this 13th day of March 2002, **ORDERED** that:

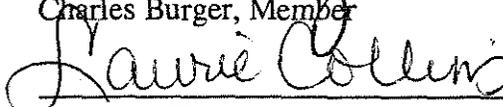
1. The opposition of Daniel R. Brody, ABC Committee Chair, on behalf of the Advisory Neighborhood Commission 1C, is **WITHDRAWN**;
2. The application of 1600 U, Inc. t/a U Street Grill for a retailer's class CR license (new) located at 1600 U Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement between the parties, is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board

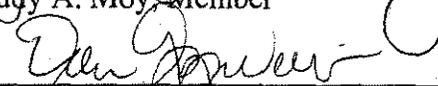

Roderic L. Woodson, Esquire, Chair

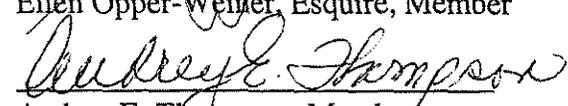

Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy A. Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

LAW OFFICES

MARGOLIUS, MALLIOS, DAVIS, RIDER & TOMAR, LLP

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(202) 296-1000

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February 27, 2002

9200 BASIL COURT
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120 SOUTH FAIRFAX STREET
ALEXANDRIA, VIRGINIA 22314

EDWARD L. WEIDENFELD
EUGENE G. HOROWITZ
OF COUNSEL

+ MD ALSO; ^oVA ALSO
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^{oo}VA ONLY

District of Columbia
Alcoholic Beverage Control Board
941 North Capitol Street NE
Washington, D.C. 20002

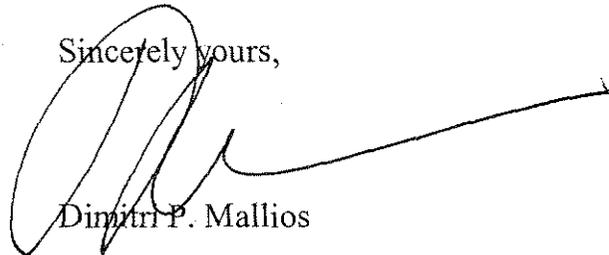
Re: App. No. 50159
1600 U, Inc,
t/a U Street Grill
1600 U Street NW
Class CR License

Dear Ms. Chairman Woodson
and Members of the Board:

I am writing to you on behalf of 1600 U, Inc., App. No.50159. This matter was protested and a roll call is scheduled for March 13th. I enclose herewith a Voluntary Agreement setting forth the agreement between the parties, which has been signed by both sides.

Pursuant to this Agreement, and specifically paragraph 11, the ANC has withdrawn its protest to this license. I am hopeful the Agreement is satisfactory and can be approved by the Board. The parties do not plan to be present at the hearing in view of the fact we are getting this to you early. In case you want us there, please let me know.

Sincerely yours,



Dimitri P. Mallios

DPM:js

Enclosure

cc: ANC 1-C Attn: Dan Brody