

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

_____)	
In the Matter of:)	
)	
GNU, LLC)	
t/a Angelico Pizzeria & Café)	
)	
Holder of a)	License No. ABRA-060711
Retailer's Class DR License)	Order No. 2013-428
)	
at premises)	
4529 Wisconsin Avenue, N.W.)	
Washington, D.C. 20016)	
_____)	

GNU, LLC, t/a Angelico Pizzeria & Café (Applicant)

Jonathan Bender, Chairperson, Advisory Neighborhood Commission (ANC) 3E

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Nando's of Tenleytown, LLC, t/a Nando's Peri Peri, and ANC 3E have entered into a Settlement Agreement (Agreement), signed on March 14, 2013, 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 Jonathan Bender, on behalf of ANC 3E, are signatories to the Agreement.

GNU, LLC
t/a Angelico Pizzeria & Café
License No. ABRA-060711
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Accordingly, it is this 2nd day of October, 2013, **ORDERED** that:

1. 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 modification:

Section 14 shall be removed.

The parties have agreed to this modification.

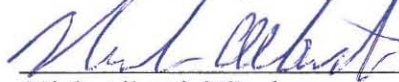
2. Copies of this Order shall be sent to the Applicant and ANC 3E.

GNU, LLC
t/a Angelico Pizzeria & Café
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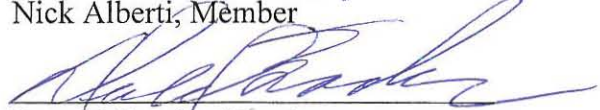
District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



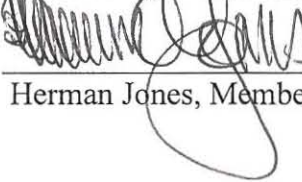
Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member



Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, any party adversely affected 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.

VOLUNTARY AGREEMENT

VOLUNTARY AGREEMENT (The "Agreement") made this ^{14th} 14 day of March, 2013, by and between GNU, LLC t/a ANGELICO PIZZERIA & CAFE ("Applicant") and Advisory Neighborhood Commission ("ANC") 3E.

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (the "Board") is the Applicant's renewal for a Retailer Class CR Restaurant liquor license for premises at 4529 Wisconsin Ave., NW, Washington, D.C.; and

WHEREAS the Applicant and the ANC have agreed to enter into this Agreement and request the Board to approve the issuance of the license, conditioned upon Applicant's compliance with the terms and conditions of this written agreement.

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual covenants and conditions set forth below, and other good and valuable consideration, the parties agree as follows:

1. Applicant shall operate a *bona fide* restaurant on its premises.
2. The restaurant shall have a maximum of 40 seats inside and 20 seats outside at the sidewalk café, all for the exclusive use of dining patrons.
3. Applicant's hours of operation will be 11:00 a.m. to 1:00 a.m. Sunday through Thursday, and 11:00 a.m. to 2:00 a.m. Friday and Saturday. Alcoholic beverages will be sold and served only during the hours of 11:00 a.m. to 1:00 a.m. Monday through Sunday.
4. Applicant shall offer food service to its patrons at all times it is open.
5. Waitstaff service will be provided to the sidewalk café at all times during which alcoholic beverages are being served, in order to supervise use of alcoholic beverages at the café.
6. Applicant plans to offer take-out food and delivery service, but will not provide alcoholic beverages on a take-out or delivery basis.
7. Other than the sign permitted by zoning above its establishment, Applicant shall display small signs, no larger than two feet by three feet, advertising food specials only.
8. If Applicant provides music indoors during hours of operation, the music shall be soft enough that no music is audible at the sidewalk outside when the doors to the restaurant are opened. No music shall be piped to the sidewalk café.
9. Applicant will care for the public spaces that border the restaurant on Wisconsin Avenue, including provision and upkeep of suitable plantings.

10. Applicant will make sure that the area surrounding the exterior of the restaurant is clean, that the trash is properly disposed of and that the general appearance is in good order.

11. Applicant shall comply with the Civil Infractions Act and the Litter Control Law. Applicant shall ensure that its trash is removed in a timely manner. Applicant shall ensure that its trash receptacles remain closed and free of vermin at all times. Applicant will limit noise after closing when depositing trash and bottles in receptacles.

12. Applicant shall maintain its ventilation system in proper working order and shall immediately address any neighborhood concerns about odors.

13. Applicant shall comply with Section 5(d)(3) of the D.C. Noise Control Act as it pertains to businesses and ensure that noise from all mechanical equipment (air conditioning, refrigerator, heat pump, fan, or other) shall be prohibited in excess of (60) dBa when measured at the property line or as close to the property line as practical if there is an obstruction.

14. Any contemplated changes to Applicant's operation will be brought to the attention of the ANC prior to implementation and will be implemented only after ANC approval.

15. If the ANC learns of a violation of the provisions of this Voluntary Agreement, Applicant shall be notified in writing. Any notices required to be given under this Agreement shall be in writing and mailed by certified mail or hand delivered to the other parties to this Agreement. Notice is to be given as follows:

If to Applicant:

Mustafa Misirci
Angelico Pizzeria
4529 Wisconsin Av NW
Washington, DC 20016

If to ANC:

ANC 3E
c/o Lisner Home, Suite #219
Washington, DC 20016

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year stated below:

APPLICANT:

[Signature]

By: GNU, LLC

Print Name: Mustafa MISIRCI

Title: Managing Member

Date Signed: 03/11/2013

ANC 3E

[Signature]

By: [Signature]

Print Name: Jordan R...

Title: Chair

Date Signed: 3/14/12



ADVISORY NEIGHBORHOOD COMMISSION 3E

TENLEYTOWN AMERICAN UNIVERSITY PARK FRIENDSHIP HEIGHTS
c/o Lisner-Louise-Dickson-Hurt Home 5425 Western Avenue, NW Washington, DC 20015
www.anc3e.org

Resolution Regarding Application by GNU, LLC t/a/ Angelico Pizzeria and Cafe for a Renewal of Retailer Class CR Restaurant Liquor License, ABRA No.060711

WHEREAS, GNU, LLC t/a/ Angelico Pizzeria and Cafe ("Applicant") has applied to the District of Columbia Alcoholic Beverage Control Board (the "Board") for a renewal of its Retailer Class CR Restaurant liquor license for premises at 4529 Wisconsin Ave., NW, Washington, D.C.; and

WHEREAS, to date ANC 3E has heard no objections to this renewal;

NOW THEREFORE BE IT RESOLVED, ANC 3E supports the Applicant's renewal of its retailer Class CR Restaurant liquor license, provided that it adheres to the attached Voluntary Agreement. ANC 3E and the Applicant respectfully ask ABRA to incorporate the terms of the Voluntary Agreement to the fullest extent possible in any order it issues regarding the subject matter.

ANC 3E approved this resolution at its meeting on April 11, 2013, which was properly noticed and at which a quorum was present. The resolution was approved by a vote of 4-0 . Commissioners Jonathan Bender, Mathew Elizabeth Haile, Tom Quinn and Sam Serebin were present.

Jonathan
Bender

Digitally signed by Jonathan
Bender
DN: cn=Jonathan Bender,
email=jbender@businesslaw
yer.com, o=Law Office of
Jonathan Bender, P.C., c=US
Date: 2013.04.16 01:14:02
+04'00'

ANC 3E
By Jonathan Bender, Chairperson

VOLUNTARY AGREEMENT

Made this 1st day of July 2003 by and between GNU, LLC t/a ANGELICO PIZZERIA & CAFE (the Applicant) and Advisory Neighborhood Commission 3F, North Cleveland Park, Forest Hills, and Tenleytown (the ANC).

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board, is the Applicant's application for a Retailer's Class "CR" (Restaurant) liquor license for its premises at 4529 Wisconsin Avenue, N.W., Application # 50242; and

WHEREAS, both Applicant and the ANC ("the parties") desire to enter into an agreement commemorating certain understandings regarding Applicant's operating plans;

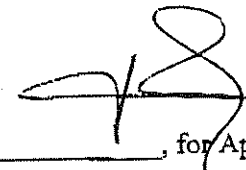
NOW, THEREFORE, in consideration of the premises above recited, and the mutual covenants and promises set forth below, the parties agree as follows:

1. Applicant shall operate a *bona fide* restaurant on its premises.
2. The restaurant shall have a maximum of 40 seats inside and 20 seats outside at the sidewalk café, all for the exclusive use of dining patrons.
3. Applicant's hours of operation will be 11:00 a.m. to 1:00 a.m., Sunday through Thursday, and 11:00 a.m. to 2:00 a.m., Friday and Saturday. Alcoholic beverages will be sold and served only during the hours of 11:00 a.m. to 1:00 a.m., Monday through Sunday.
4. Alcoholic beverages will be served primarily in conjunction with full meal service. Applicant shall offer food service to its patrons at all times it is open. At no time shall a patron be able to purchase an alcoholic beverage from the Applicant and not be able to purchase food from the Applicant.
5. Waiter/waitress service will be provided to the sidewalk café at all times alcoholic beverages are being served in order to supervise use of alcoholic beverages at the café.
6. Applicant plans to offer take-out food and delivery service, but will not provide alcoholic beverages on a take-out or delivery basis.
7. Applicant shall present no form of live entertainment and no form of recorded music other than soft background music for dining. Music shall be soft enough that it is inaudible from the sidewalk when the doors to the exterior of the restaurant are opened. Applicant will not pipe music to the sidewalk café. Applicant shall permit no form of dancing.
8. Applicant shall not install or utilize any equipment for the showing of videos or video games or juke boxes.
9. Other than the sign permitted by zoning above its establishment, Applicant shall display only small signs, no larger than two by three feet, advertising specials on

food sales only. Applicant will post no signs advertising liquor sales, happy hours, or the like.

- 10. Applicant will care for the public spaces that border the restaurant on Wisconsin Avenue, including provision of suitable plantings.
- 11. Applicant shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Applicant shall ensure that its trash is removed in a timely manner. Applicant shall ensure that trash receptacles remain closed and free of vermin at all times. Applicant will limit noise after closing when disposing of trash and bottles in the receptacles.
- 12. Applicant shall maintain its ventilating system in proper working order at all times and shall immediately address any neighborhood concerns regarding odors.
- 13. Applicant shall comply with Section 5(d)(3) of the D.C. Noise Control Act as it pertains to businesses and ensure that noise from all mechanical equipment (air-conditioning, refrigerator, heat pump, fan, or other mechanical equipment regardless of location) shall be prohibited in excess of sixty (60) dB (A) when measured at the property line or as close to the property line as practical if there is an obstruction.
- 14. An ABC licensed manager, conversant with all aspects of this agreement, shall be on site at Applicant's premises during all hours of operation.
- 15. Any and all contemplated changes to Applicant's operation, as set forth herein or otherwise, will be brought to the attention of the ANC prior to implementation and will be implemented only after ANC approval, and when required by rules and regulations, ABC Board approval.
- 16. In consideration of and in reliance upon the commitments reflected in paragraphs 1-15 above, the ANC will advise the ABC Board that it does not oppose Applicant's pending Application # 50242 for a Retailer's Class "CR" license.
- 17. The parties further agree that any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause to gain the Applicant's compliance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written

By: Fikret Bolupinar , for Applicant

By: Catherine A. Wiss, Chair, ANC 3F

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

In the Matter of:)

GNU LLC)

t/a Angelico Pizzeria & Cafe)

Application for a Retailer's Class CR)

License - new)

at premises)

4529 Wisconsin Avenue, N.W.)

Washington, D.C.)

Application no. 50242
2003-56

Catherine J. Wiss, Chair, Advisory Neighborhood Commission 3F, and Filinet Golipinov,
on behalf of Applicant, Signatories

BEFORE: Charles Burger, Interim Chairperson
Vera Abbott, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey Thompson, Member

ORDER ON VOLUNTARY AGREEMENT

This matter came before the Board for approval on July 9, 2003. The signatories to the attached voluntary agreement dated July 1, 2003 submitted the agreement to the Board in accordance with the D.C. Official Code Title 25, Section 446 (2000 Edition).

Having determined that the agreement complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this 7th day of Aug. 2003, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and does **INCORPORATE** the text of the same into the Order.

GNU LLC
t/a Angelico Pizzeria & Café
Application no. 50242
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District of Columbia
Alcoholic Beverage Control Board

Charles Burger
Charles Burger, Interim Chairperson

Vera Abbott
Vera Abbott, Member

Laurie Collins
Laurie Collins, Member

Judy Moy
Judy Moy, Member

Ellen Oppenheimer
Ellen Oppenheimer, Esquire, Member

Audrey E. Thompson
Audrey E. Thompson, Member