



**Advisory Neighborhood Commission 1C**  
PO Box 21009, NW, Washington, DC 20009  
anc1c.org  
*Representing Adams Morgan*

February 2, 2022

*Howard Bauleke (1C01)*

*Celeste Carano (1C02)*

*Peter Wood (1C03)*

*Meghan Faulkner (1C04)*

*Deb Felsenthal(1C05)*

*Benjamin Butz (1C06)*

*Jacob Faleschini (1C07)*

*Fiona Clem (1C08)*

Donovan Anderson, Chair  
ABC Board  
2000 14th Street, NW, Suite 400  
Washington, DC 20009  
Sent by attachment to email to abra.legal@dc.gov

RE: Andys Pizza 18th St, LLC; ABRA-119705

Dear Chair Anderson:

At a duly-noticed public meeting held on 2/2/2022, with a quorum present, Advisory Neighborhood Commission 1C voted (7-0-0) to support the application for a new Retailer's Class "C" Restaurant license (CR-01), by Andys Pizza 18th St, LLC, ABRA-119705, as well as a stipulated license during the remainder of the protest period.

Thank you,

Fiona Clem  
Chairperson, ANC 1C

cc: Andy Brown, [andy@eatandyspizza.com](mailto:andy@eatandyspizza.com)  
Denis James, [denisiejames@gmail.com](mailto:denisiejames@gmail.com)  
Martha Jenkins, [martha.jenkins@dc.gov](mailto:martha.jenkins@dc.gov)

**SETTLEMENT AGREEMENT CONCERNING ISSUANCE  
OF A LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES**

**AGREEMENT**, made this 2nd day of February 2022, by and among Andys Pizza 18th St, LLC, t/a Andy's Pizza 18th St. (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), and the Kalorama Citizens Association (hereinafter "KCA"), (collectively, the "Parties"), witnesseth:

**Whereas**, Applicant has applied for a Retailer's Class "C" Restaurant license (CR-01), License number ABRA-119705, to be located at 2465 18th Street, NW.

**Whereas**, the restaurant is located within the boundaries of ANC 1C and KCA.

**Whereas**, the parties desire to enter into an Agreement whereby Applicant will agree to adopt certain measures to address concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application to the Alcoholic Beverage Regulation Administration ("ABRA"). ANC 1C and KCA agree to the approval of such license provided that this Agreement is incorporated into the Alcoholic Beverage Control Board's order approving such application.

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

**1. Nature of Establishment**

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. The kitchen shall be staffed and maintained, open and operational, with food menu items available until during all hours of operation. Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them.

**2. Hours of operation shall not exceed:**

**Inside:** 7 days per week: 11:00 am – 2:00 am

At the time of execution of this agreement, there is no Sidewalk Cafe at 2465 18th Street, NW. The parties agree to amend this agreement upon an application to the DDOT Public Space Committee by Applicant Andy's Pizza and placarding by the ABC Board.

**3. Occupancy**

The total occupancy load inside the establishment shall be 38 (thirty-eight) with a seating capacity of 30 (thirty).

**4. Noise**

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

(a) To prevent emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code, section 25-725. Further, the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

(b) Applicant agrees not to place outside in the public space, any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.

(c) Sound from inside will not be audible in residential housing units beyond 2465 18th Street.

## **5. Trash/Garbage/Rodents**

Applicant agrees to paint the establishment name on their trash and recycling containers.

(a) Applicant shall maintain at least three days per week of 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 agrees to call for an additional pickup when he sees that the amount of trash will exceed the capacity of the dumpster between regular pickups. Applicant shall eliminate food sources for rodents to help eliminate the rat population.

(b) Applicant agrees to segregate recyclables from trash and to recycle cardboard, plastic bottles, jars and other containers as well as glass bottles and other glass items. Glass bottles, other glass items and plastic bottles will not be placed in recycling containers after the hour of 10 pm each day of operation.

## **6. Exterior including public space**

(a) Applicant shall assist in the cleaning of the alleyway behind and the space in front of the establishment, including keeping the curb free of trash and litter, and to remove snow and ice from the sidewalk and comply with all applicable DC laws and regulations in these respects.

(b) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas to front and the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing. This may be accomplished through signage.

## **7. Third Party Events.**

Applicant agrees to operate the establishment under the terms of its license and will not rent out or otherwise allow the establishment to be used by third parties for events where the owner/manager is not present and actively managing the business.

## **8. Bar/Pub Crawls.**

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

## **9. Consideration of Neighbors**

Through signage located inside the establishment, Applicant will encourage employees and patrons to be considerate of neighboring residents at all times, and to keep noise to a minimum from 11:00 pm. to 8:00 am.

## **10. Modification**

This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law. In the case of ANC 1C, any modification must be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.

## **11. Regulations**

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC 1C or KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

**12. Availability of Settlement Agreement**

Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

For Andys Pizza 18th St LLC.

For ANCIC

By: Andy Brown                      2/2/22  
Signature                                      Date

By: [Signature]                                      2/2/22  
Signature                                      Date

Andy Brown, Owner  
Please Print Name and Title

Fiona Chen Chairperson, ANCIC  
Please Print Name and Title

For KCA

By: Denis James                                      2.2.2022  
Denis James, President                                      Date