

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

In the Matter of:)	
)	
Medhanie Weldegergish)	
t/a 1618 Variety Market)	
)	
Holder of a)	License No. ABRA-084582
Retailer's Class B License)	Order No. 2016-089
)	
at premises)	
1618 8 th Street, N.W.)	
Washington, D.C. 20001)	

Medhanie Weldegergish, t/a 1618 Variety Market (Licensee)

Alexander M. Padro, Vice Chair, Advisory Neighborhood Commission (ANC) 6E

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Medhanie Weldegergish, t/a 1618 Variety Market (Licensee), and ANC 6E have entered into a Settlement Agreement (Agreement), filed February 6, 2016, that governs 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 Vice Chair Alexander M. Padro, on behalf of ANC 6E, are signatories to the Agreement.

Accordingly, it is this 24th day of February, 2016, **ORDERED** that:

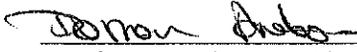
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Loitering and Other Criminal Activity – On page two, regarding Security Plan, the sentence before the last sentence shall be modified to read as follows: “Use of Security Cameras able to be remotely accessed by MPD. Applicant shall ensure that (i) The cameras utilized by the establishment are operational; (ii) Any footage of a crime of violence or a crime involving a gun is maintained for a minimum of 30 days; and (iii) The security footage is made available within 48 hours upon the request of ABRA or MPD.”

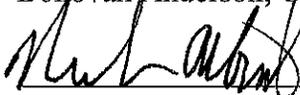
The parties have agreed to this modification.

2. Copies of this Order shall be sent to the Licensee and ANC 6E.

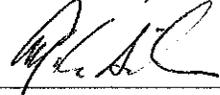
District of Columbia
Alcoholic Beverage Control Board



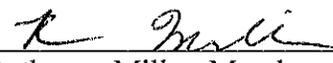
Donovan Anderson, Chairperson



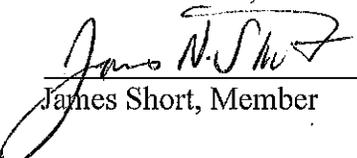
Nick Alberti, Member



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 14th 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

ADVISORY NEIGHBORHOOD COMMISSION 6E AND 1618 VARIETY MARKET, LLC

This Settlement Agreement ("Agreement") is entered into this 6th day of February, 2016, by and between Advisory Neighborhood Commission 6E ("ANC 6E") and 1618 Variety Market, LLC, t/a 1618 Variety Market ("Applicant");

Through this Agreement, both parties aim to create an environment whereby the Applicant may operate as a viable contributing business to the Shaw community, while minimizing adverse impacts that the Applicant's business could have on the surrounding neighborhood. This Agreement applies to the Applicant's application to convert its existing District of Columbia Alcoholic Beverage Regulatory Administration (ABRA) Class B liquor license that permits retail sales of beer and wine for off premises consumption to a Class A liquor license permitting retail sales of beer, wine, and spirits for off premises consumption.

The Applicant agrees to collaborate with ANC 6E, neighborhood associations, and residents to ensure the business' operations do not adversely affect the surrounding neighborhood. The parties believe the statements and provisions contained herein are reasonable and must be wholly integrated into the day-to-day operations of the business establishment.

Whereas, Applicant's premises is within the boundaries of ANC 6E; and

Whereas, Applicant has applied for a substantial change to their Class B license to a Class A license under the D.C. Alcoholic Beverage Control Act for premises located at 1618 8th Street NW, Washington, DC; and

Whereas, the application for the change to the Applicant's license was not protested; and

Whereas, the parties have agreed to enter into this Agreement and request that the Alcohol Beverage Control Board approve the change in the Applicant's Retailer's Class B license to a Class A Liquor License at the subject premises conditioned upon the Applicant's compliance with the terms of this written Agreement; and

Whereas, the parties wish to state their mutual intent and commitment to promote the success, peace, order, and quiet of the community; both parties recognize the importance of ensuring that businesses in residential areas operate in a manner that ensures the neighborhoods are as safe and clean as possible.

NOW, THEREFORE, the Parties agree as follows:

Compliance with Law

In addition to the requirements of this Agreement, Applicant will operate in compliance with all applicable laws and regulations.

Applicant agrees to abide by all ABRA regulations regarding the ownership and transfer of the license.

Hours of Operation for Sales of Alcohol and Restriction on Single Sales

Applicant shall comply with the following hours for the sale of alcoholic beverages.

- 7:00 am – 12:00 am, Monday – Friday
- 7:00 am – 12:00 am, Saturday
- 9:00 am – 10:00 pm, Sunday

Should ABRA regulations change regarding permitted hours of alcoholic beverage sales, the Applicant will be expected to comply with any amended regulated hours.

Applicant shall not sell single bottles or cans of beer or miniature sizes of any alcoholic beverages, including wine and spirits.

Alcohol Abuse Prevention

Applicant shall not, directly or indirectly, to the best of its knowledge, sell or deliver alcohol to any intoxicated person, to any person of intemperate habits, and/or to any person who appears to be intoxicated. A person of intemperate habits

shall be defined as any person arrested or cited for alcohol-related offenses by the District of Columbia Metropolitan Police Department (MPD) for any alcohol-related crime three times or more in any one year and who has been so identified by the MPD by giving a photo and name to the licensee.

Applicant shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patrons must produce valid proof of age. These specific sales restrictions shall be posted on signs in the establishment.

Applicant shall not allow consumers to break package(s) for the purpose of single sales.

Applicant shall post and keep in good repair, and visible from any point of entry, a sign which states:

- The minimum age requirement for purchase of alcohol
- The obligation of the patron to present a valid identification document in order to purchase alcohol
- The obligation of patrons over the legal age to purchase alcohol to not provide purchased alcohol to those under the legal age to purchase alcohol

Applicant shall make good faith efforts to prevent alcohol abuse through methods such as:

- Working collaboratively with the MPD to identify individuals who have been digitally captured and recorded while performing an illegal act such as, but not limited to, providing alcohol to any person or persons under the age of 21; loitering on the establishment's property continuously after multiple warnings and removals; consuming alcoholic beverages on public place; and disrupting the public peace and establishment's business while intoxicated, etc.

Limitations on Sales of Non-Alcohol Retail Items

Applicant shall not sell, give, offer, expose for sale, or deliver "go-cups," or permit tie-in purchases. "Go-cups" are defined as "a drinking utensil provided at no charge or a nominal charge to a customer for the purpose of consuming alcoholic beverages off the premises of an establishment," per DCMR § 25-741, 25-742, and 25-742. Applicant may sell disposable cups to customers, provided such cups are pre-packaged and contain no less than 12 cups. This clause is void if and when a Tasting License is in effect.

Applicant shall only sell or provide ice to customers in packages containing no less than five (5) pounds. This clause is void if and when a Tasting License is in effect.

Applicant agrees not to sell, give, offer, expose for sale, or deliver products associated with illegal drug activity. These items are defined as "pipes, needles, mini-scales, non-prepackaged steel wool, small bags," or any other item or product which may be regarded as drug paraphernalia under 21 U.S.C. § 863(d).

Loitering and Other Criminal Activity

Applicant shall make reasonable efforts to prohibit and prevent public intoxication and criminal activity on or within the immediate environs of the premises, as follows:

- Asking loiterer(s) to move on whenever they are observed outside the establishment or upon a patron's complaint of such loiterers;
- Coordinating with the MPD to monitor and remove loiterer(s) if loiterer(s) refuse(s) Applicant's request to move on within ten (10) minutes of the request, or within ten (10) minutes of patron complaint if Applicant is unable to ask the loiterer(s) to disperse directly;
- Calling the MPD if illegal activity is observed;
- Keeping a written record of dates and times (i.e., a log) when the MPD has been called for assistance. Applicant's log upon request shall be provided to ABRA.

Applicant agrees to the following security plan:

- Actively discouraging loitering
- Actively discouraging panhandling
- Contacting MPD if criminal activity is observed
- Maintaining an incident log
- Use of Security Cameras able to be remotely accessed by MPD
- Use of exterior lighting to prevent dangerous conditions at and around the entrance to the establishment

Applicant will install and maintain adequate and functional security lighting on building to discourage criminal activity on or within the immediate environs of the premises during business hours.

Applicant agrees to post signs, kept in good repair, in highly visible locations that announce the following:

- Prohibition against selling alcohol to minors;
- Discouraging loitering, panhandling, and contributing to panhandling;
- Property being Monitored by Surveillance Camera(s)

Cleanliness and Conditions of Premises and Immediate Environs:

Applicant shall continue to maintain the establishment and premises in a commercially reasonable condition, including those conditions set forth below.

Applicant agrees that a commercially reasonable condition includes that which is consistent with a vision towards continued enhancement and improvement of the neighborhood and the commercial operations within the ANC 6E community. Applicant agrees to relay any property and structural concerns to its landlord.

Applicant shall maintain the immediate environs of the establishment as indicated in DCMR § 25-726, "The licensee under a retailer's license shall take reasonable measures to ensure that the immediate environs of the establishment, including adjacent alleys, sidewalks, or other public property immediately adjacent to the establishment, or other property used by the licensee to conduct its business, are kept free of litter."

Applicant shall continue to clean any sidewalks adjacent to the establishment up to and including the curb, and within one hundred (100) feet of the entrance to the establishment on, at minimum, a daily basis.

Applicant shall not utilize or maintain any trash receptacles outside of the licensed premises, on either public or private space, at any time. Applicant shall construct an indoor trash room or closet where all trash, garbage and recyclables generated by the business will be maintained and held for collection by a commercial hauler on a regular basis.

Applicant shall exercise due diligence to prevent and/or rid vermin infestation in and around said establishment, including, at minimum, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.

Applicant shall remove snow and/or ice from sidewalks adjacent to the establishment up to and including the curb, and within one hundred (100) feet of the entrance to the establishment within the time limits set by the District of Columbia for such snow and/or ice removal.

Applicant shall continue to remove graffiti written on the exterior walls of the property or adjacent pavement in public or private space within forty-eight (48) hours of the first appearance of said graffiti.

Renovation of Premises and Signage at Premises

Applicant shall renovate the interior space of the establishment within one hundred eighty (180) days of the execution of this Agreement.

Applicant shall repaint the facades of the building in which the establishment is located within one hundred eighty (180) days of the execution of this Agreement and when the quality of the exterior is no longer in acceptable condition.

Applicant agrees to replace missing fencing at the east side of the entrance to the establishment with black painted iron fencing of a style consistent with the fencing in place at adjacent properties, which shall be approved in advance by the District of Columbia Department of Consumer and Regulatory Affairs and the Historic Preservation Office of the District of Columbia Office of Planning.

Applicant shall not install signage in or on the windows of the establishment so as to obstruct visibility into the establishment.

Applicant agrees that any and all signage displayed or installed on the exterior walls of the establishment must be approved in advance by the District of Columbia Department of Consumer and Regulatory Affairs and the Historic Preservation Office of the District of Columbia Office of Planning and will be kept in good repair and professional in appearance.

Limitations on Advertising

Applicant agrees not to occupy any window or door space on the premises with display signage for any specific products sold by the establishment. Signage indicating that Applicant sells beer, wine, and liquor is acceptable.

Cooperation with Community and ANC

Applicant is encouraged to attend ANC 6E and Single Member District (SMD) meetings, MPD Police Service Area (PSA) meetings, and community association meetings, when and if held, to the best of their ability.

ANC 6E agrees to notify Applicant of such meetings, if held, to the best of their ability via telephone calls, newsletters, and/or e-mail list subscriptions.

Enforcement and Notices

In the event of a violation of the provisions of this Agreement, Applicant shall be notified by ANC 6E in writing alleging such violation and given an opportunity to cure such violation or respond to said alleged notice of violation within no more than fifteen (15) business days, unless there are extenuating circumstances.

Should any of the conditions of this Agreement be breached, it is understood by both parties that ANC 6E shall immediately or as quickly as reasonably possible file a complaint to ABRA and the ABC Board to enforce the provisions of this Agreement.

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 delivery.

This Agreement shall be binding upon and enforceable against the successors of the Applicant and will continue in force for any and all subsequent license holders at the subject location.

If any provision of this Agreement is held unenforceable by the District of Columbia Alcoholic Beverage Regulatory Administration and ABC Board, Applicant agrees to enter into a separate agreement with ANC 6E covering such items and agrees to comply with said agreement regardless of the enforceability by the agencies in question.

Notices shall be delivered as follows:

1818 Market, LLC
1818 8th street, MW
Washington, DC 20001

Advisory Neighborhood Commission 6E
PO Box 28182
LeDroit Park Station
Washington, DC 20001

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

APPLICANT:

By: 
Medhanie Weldegemish
Owner, 1818 Variety Market, LLC

ADVISORY NEIGHBORHOOD COMMISSION 6E:

By: 
Alexander M. Padro
Vice Chair, Advisory Neighborhood Commission 6E