

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

_____)
In the Matter of:)
)
Amde Sofenias)
t/a Queen Makeda)
)
Application to Renew its) License No. 60510
Retailer's Class CR License) Order No. 2008-273
at premises)
)
1917 9th Street N.W.)
Washington, D.C. 20001)
_____)

Amde Sofenias t/a Queen Makeda, the Applicant

Thomas K.D. Smith, Chairperson, and Myla Moss, Commissioner, on behalf of Advisory Neighborhood Commission 1B

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Mital M. Gandhi, Member
Nick Alberti, Member
Charles Brodsky, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Control Board (Board) reflect that the Applicant, 14th Street Productions, t/a Marvin, and Thomas K.D. Smith, Chairperson, and Phil Spalding, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 1B, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated October 10, 2008 setting forth the terms and conditions by which the Applicant would operate its establishment. The Applicant has filed an Application to renew its Class CR license for premises to be known as Queen Makeda, and to be located at 1917 9th Street, N.W. Washington, D.C. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioners Smith and Moss are signatories to the Agreement.

**Amde Sofenias
t/a Queen Makeda
License No. 60510
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Accordingly, it is this 22nd day of October 2008, **ORDERED** that:

1. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
2. The Application of Amde Sofenias t/a Queen Makeda, 1917 9th Street, N.W., Washington, D.C., to renew its Retailer's Class CR license, is **APPROVED**;
3. Copies of this Order shall be sent to the Applicant and to ANC 1B.

District of Columbia
Alcoholic Beverage Control Board



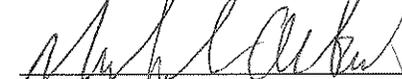
Peter B. Feather, Chairperson



Judy A. Moy, Member



Mital M. Gandhi, Member



Nick Alberti, Member



Charles Brodsky, Member



Donald Brooks, Member



Herman Jones, 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 Concerning Renewal of License 60510 to Queen Makeda

THIS AGREEMENT made and entered into this 10th day of October 2008, by and between Amde Sofenias t/a Queen Makeda (Applicant) and ANC1B (Protestant) witnesses:

Whereas Applicant has filed application for renewal of license 60510 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) located at 1917 9th Street NW, Washington, DC 20001 (premises).

Whereas Protestant has filed before the ABC Board a protest opposing the granting of this application;

Whereas in recognition of the ABC Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties hereto desire to enter into a voluntary 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 renewal of the 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;

In consideration of the mutual covenants and undertakings memorialized herein, the Applicant and Protestants hereby agree as follows:

A. NOISE. Applicant acknowledges familiarity with and will comply with noise-control provisions of the 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 DC Official Code 25-725. No music will be played or amplified to any outdoor area. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or any 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. The Applicant agrees to restrict all events to those run by the restaurant and will not contract the restaurant for any special events to be operated by an outside contractor. Applicant agrees to prevent any noise from this restaurant that may be heard in surrounding resident's homes. Signage will be provided at front exit indicating either "Please be quiet when leaving the establishment" or "Please be mindful that this is a residential neighborhood and respect the peace, order and quiet when leaving the establishment.

B. FOOD AND ALCOHOL SERVICE. Applicant has provided that its hours of operation will be Sunday thru Thursday 11AM to 2AM, and Friday & Saturday 11AM to 3AM. Applicant agrees that the establishment will be shut down and completely vacated, except for routine maintenance and clean up by closing time each night. Applicant agrees that there will be no after-hours activities in the establishment. Notice of any change to hours of operation, including one-day license extensions, will be given to Protestant.

C. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remains 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 shall not maintain dumpsters or any refuse on any public space. 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 and will not deposit grease or fatty oils in the dumpster nor dispose of them down the sink. Applicant shall request that its trash and recycling contractors pick trash and materials no later than 6:00PM.

D. CAPACITY. Applicant shall at all times adhere to its occupancy limit as specified in 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. Applicant will take necessary steps to control the noise generated by the operation of any outdoor space to avoid disturbing nearby residents. Applicant shall discourage loitering in the public space in front of the business.

E. PARKING. Applicant will encourage patrons to use nearby public parking facilities rather than parking on residential streets, and will include this in signage and when possible in promotional materials and advertizing.

F. SIGNAGE/PUBLICITY/FAÇADE. Applicant acknowledges that property is located in an historic district, and will work with the DC Historic Preservation Office on any changes to the façade including signage and canopies. Applicant will balance signage and publicity to reflect both food service and alcohol, and will keep signage from covering more than 25% of the front façade window openings.

G. TRANSFERABILITY. Applicant shall provide Protestant with forty-five (45) days notice of intent to transfer the Class CR license for premises.

H. MODIFICATION OF VOLUNTRY AGREEMENT. This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement.

I. 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.

J. NOTICE AND OPPORTUNITY TO CURE. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within thirty days of the date of such notice. If Applicant or the licensee fails to cure within the thirty day period (or, with respect to a breach which reasonably requires more than thirty days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC Official Code 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant: Amde Sofenias, 1917 9th St. NW, Washington DC 20001

If to Protestant: ANC1B, PO Box 73710, Washington DC 20056

Wherefore, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the renewal of CR01 license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing an amended class CR01 license, the issuance of which is conditioned upon compliance with the Voluntary Agreement.


Amde Sofenias, Queen Makeda


Chairman, ANCIB


Commissioner ANCIB01

Accordingly, on this 10th day of October 2008, it is ordered that the Voluntary Agreement between Applicant and Protestant be incorporated into the ABC Board's order amending Applicant's Class CR01 license.