

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

<b>In the Matter of:</b>	)	
	)	
Cafe Bistro MED, LLC	)	
t/a Cafe 8	)	
	)	
Holder of a	)	License No. ABRA-077797
Retailer's Class CR License	)	Order No. 2016-167
	)	
at premises	)	
424 8 <sup>th</sup> Street, S.E.	)	
Washington, D.C. 20003	)	

Cafe Bistro MED, LLC, t/a Cafe 8 (Licensee)

Kirsten Oldenburg, Chairperson, Advisory Neighborhood Commission (ANC) 6B

**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 Cafe Bistro MED, LLC, t/a Cafe 8 (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated April 12, 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 Chairperson Kirsten Oldenburg, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 20th day of April, 2016, **ORDERED** that:

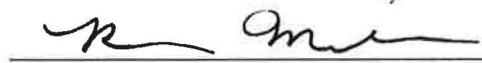
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

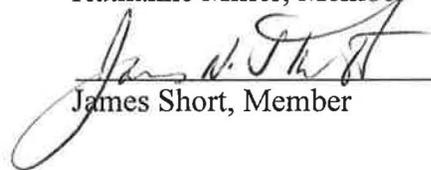
District of Columbia  
Alcoholic Beverage Control Board

  
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 14<sup>th</sup> 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 BY AND BETWEEN  
ADVISORY NEIGHBORHOOD COMMISSION 6B  
and  
Café Bistro MED, LLC  
d/b/a Café 8

Pursuant to this Settlement Agreement, (“Agreement”), by and between Café Bistro MED, LLC (d/b/a Café 8) (“Applicant”) and Advisory Neighborhood Commission 6B (“ANC6B”), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Agreement, superseding and replacing all previous agreements with respect to Applicant as it relates to its application for a Class “CR” License (ABRA-0777797) (“License”), now pending before the District of Columbia Alcoholic Beverage Regulatory Administration (“ABRA”), for conduct of business located at 424 8<sup>th</sup> Street, SE, Washington, DC 20003 (“Premises”).

WHEREAS Applicant has applied before ABRA to effect, and is seeking its approval of, a new License for the Premises; and

WHEREAS Applicant and ANC6B wish to voluntarily and mutually memorialize the terms and conditions upon which ANC6B has agreed to support the Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business in such a manner as to further promote the security, sanitation, peace, order and quiet of the neighborhood in a manner that ANC6B deems to be in the best interests of the neighborhood; and

WHEREAS ANC6B hereby supports the Applicant's License upon the agreement of Applicant to execute and abide by the terms and conditions hereof;

It is THEREFORE AGREED AND RESOLVED as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. The Applicant will manage and operate at the Premises its CR license as a full-service restaurant (“Establishment”). The license does not include an Entertainment Endorsement, thus live music or DJs are not allowed. The Applicant currently seeks a total seating for up to 88 patrons, inclusive of 52 indoor seating, 24 sidewalk café seating and 12 summer garden seating. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.
3. Hours of Operation and Sales. The Applicant's hours of operation and alcoholic beverage sales may be changed from time to time in Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

The Applicant's hours of Operation shall be as follows:

Sunday through Thursday: 8:00 a.m. – 2:00 a.m.  
Friday and Saturday: 8:00 a.m. – 2:00 a.m.

The Applicant's sale and service of alcohol inside the Premises shall be as follows:

Sunday through Thursday: 10:00 a.m. – 1:00 a.m.  
Friday and Saturday: 10:00 a.m. – 1:00 a.m.

The Applicant's sale and service of alcohol within the Sidewalk Cafe shall be as follows:

Sunday through Thursday: 10:00 a.m. – 12:00 midnight  
Friday and Saturday: 10:00 a.m. – 1:00 a.m.

The Applicant's sale and service of alcohol and operation within the Summer Garden shall be as follows:

Sunday through Thursday: 10:00 a.m. – 10:00 p.m.  
Friday and Saturday: 10:00 a.m. – 10:00 p.m.

The Summer Garden is defined as the existing rear patio enclosed by a 6-foot masonry/ wood fence but without a roof. At 10:00 p.m. the doors accessing the rear Summer Garden will be closed for the remainder of the hours of operations.

Provided, however, (1) on days designated by the DC ABC Board as “extended Hours for ABC Establishments” Applicant may serve alcoholic beverages for one additional hour (that is, one hour later in the morning); (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 4 am. These extended hours are for inside the Establishment but not the Summer Garden or Sidewalk Café.

4. Requirements for Operation of Sidewalk Café. The Applicant shall operate its Sidewalk Café consistent with the terms and conditions of its Public Space Management Branch Certification for such space, and shall cause its employees to maintain the Sidewalk Café in a clean and orderly manner, and not to cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials in or adjacent to the Sidewalk Café. The Applicant shall cause the area extending from the Sidewalk Cafe to the curb on the front of the Establishment to be regularly swept and shall remove litter and debris on not less than a daily basis, weather permitting.

5. Refuse Storage and Disposal. Applicant shall construct, maintain, and exclusively utilize a trash storage enclosure (“Enclosure”) built using such material that will prohibit rats, rodents or other vermin from accessing this enclosure. The Enclosure will be constructed within the rear yard of the adjoining property or area in the rear of the Premises (such as the private parking area) as permitted by the property owner, to store all grease, recyclable trash, and non-recyclable trash (garbage), with direct access to the dining, hallway, and/or kitchen area of the Premises.

The Enclosure will be constructed in compliance with DC Department of Health requirements and the Applicant will consult with ANC6B and neighbors on its design.

Applicant shall not utilize any exterior door or point of access to the reach the Enclosure for purposes of depositing grease, recyclable trash or non-recyclable trash. The exterior doors to the Enclosure shall be maintained in a closed and secured position except as required for food or beverage delivery or when a third-party vendor is removing garbage, recyclables, and grease from the Enclosure.

Garbage shall be collected a minimum of 3 days per week and recycling a minimum of 3 days per week (or such more frequent schedules as may be reasonably necessary to prevent the receptacles from exceeding their capacity), and applicant shall adhere to the following conditions:

- a. Garbage, recyclable, and grease collections shall not occur before 7:00 a.m. or after 10:00 pm;
- b. All recyclable and non-recyclable trash shall be disposed of into the Enclosure but glass recyclables must be bagged prior to being placed in the Enclosure;
- c. The Applicant shall ensure direct access to garbage, grease, or recycling collection companies or provide keys to the Enclosure for purposes of removing recyclable or non-recyclable garbage or grease refuse from the trash storage enclosure;
- d. All receptacles shall be kept within the trash storage enclosure only, unless being hauled to or from sanitation trucks;
- e. All receptacles shall be secured with lids (as per their design), including while within the Enclosure and while being hauled to and from sanitation trucks. Exterior doors to the Enclosure shall remain closed unless refuse is being hauled to sanitation trucks;
- f. Garbage, recyclables, and grease shall be placed within receptacles that are in Enclosure only;
- g. All receptacles used for garbage, recyclables, and grease shall be maintained in good repair, safe and sanitary condition.
- h. Garbage and recycling spills shall be cleaned up as they occur;
- i. Daily, prior to opening, the Applicant shall ensure that no debris was left within or outside of the Enclosure and that the trash enclosure doors are properly shut and secure;
- j. The applicant shall power wash the Enclosure and receptacles weekly or more often in order to prevent food or grease film on the floor of the enclosure or on the receptacles;
- k. At the end of operations of each day, no garbage, recyclables, grease or any other food material, either from the Establishment or its patrons, shall be left outdoors in the Summer Garden, on the Sidewalk Café or on the adjacent private parking area in the rear of the Premises; and,
- j. The Applicant shall cooperate and permit inspection of the Premises, including but not limited to the Enclosure, as may be reasonably requested by any District of Columbia governmental entity.

6. Noise Mitigation. Applicant will mitigate loud noises, objectionable sounds, foul odors, or other conditions created at or by Applicant to be publicly observable or emitted beyond the immediate proximity of the Premises. Applicant specifically agrees that it shall adhere to and be accountable under the provisions of D.C. Code §25-725 as it pertains to residential dwellings in the contiguous physical block on which the Premises are located.

Applicant will install curtains or drapes of appropriate material and of sufficient density to dampen conversational noise from the interior of the Establishment from penetrating the neighboring residential properties. The curtain or drapes will be affixed along the length of the wall overlooking the rear Summer Garden area and will be of sufficient length and width to cover all windows and doors. As an added measure to mitigate the impact of noise on residents on the south side of the 800 block of E Street SE., Applicant will not permit any customers to enter the Summer Garden after 10:00 p.m. and use its best efforts to seat patrons, entering the Establishment after 12 midnight, at the front of the Establishment and away from tables near the Summer Garden area.

Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with the Applicant's operations (e.g. air conditioning unit, grease fan) -- including installing sound-mitigating, insulating material around the equipment, if necessary -- to comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors.

7. Specific Methods of Emission Containment and Odor Abatement. As a clarification and expansion of the preceding provisions, and not as a limitation thereto, Applicant shall install, continuously maintain, and exclusively utilize a hood system over each oven and hot food preparation equipment. Applicant will maintain a contract for regular cleaning and changing of the filters associated with the hood system.

8. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting, trapping or similar rodent abatement procedures for the Premises, including the trash Enclosure and adjacent private parking area. Applicant shall not store or place any kegs, bottles, foodstuffs, pallets of materials, or other consumable goods of any type outside the Premises. Any leak or spillage of grease or other food waste shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease, and any damaged or leaking containers shall be promptly repaired or replaced. In addition, Applicant will initiate discussions with the property owner and other tenants of the building and actively work to negotiate replacement of the asphalt covering the private parking area at the rear of the Premises with pervious pavers.

9. Restrictions on Use of Points for Access/Egress. Applicant shall not permit its employees to take breaks within the Enclosure, nor use the doorway to the trash storage enclosure except in case of emergency or for purposes of receiving deliveries, facilitating third-party trash, recycling or grease removal, or while power washing the Enclosure or sidewalk outside of the Enclosure.

10. Maintenance of Public Space Adjacent to the Premises. Applicant shall maintain the public space in front of the Premises in a clean and orderly manner, and not cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials in or adjacent to the Premises except in the enclosed trash storage enclosure. The Applicant shall cause the area extending from

the front door(s) to the curb and from the sidewalk café to the curb in front of the Establishment to be regularly swept, and shall remove litter and debris on not less than a daily basis, weather permitting. Applicant shall provide exterior receptacles for extinguishing and disposing of smoking materials, and such supplemental refuse disposal receptacles as may be reasonably required to contain and minimize public disposal of trash and litter originating from the Premises. Any such receptacles must be emptied nightly into the trash or moved indoors.

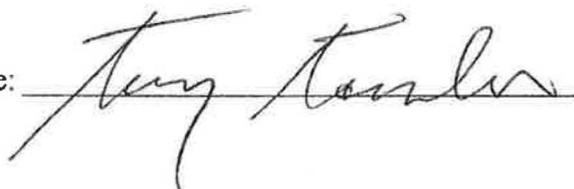
11. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit sales or use of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.

12. Compliance with ABRA Regulations. Applicant will ensure that it abides by ABRA, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW) and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses. Violations of DC Agency regulations shall constitute a violation of this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

Café Bistro MED, LLC (d/b/a Café 8)  
ABRA# 77797  
424 8<sup>th</sup> Street, SE  
Washington, DC 20003  
Mr. Turan Tombul, Owner  
turan@mris.com  
(202) 423-1423

Signature: 

Date: 4-12-2016

ANC:

Advisory Neighborhood Commission 6B  
921 Pennsylvania Avenue, SE  
Washington, DC 20003  
Kirsten Oldenburg, Chairperson

Signature: 

Date: 4-12-16

  
**ANC 6B**  
*Capitol Hill / Southeast*

April 13, 2016

921 Pennsylvania Avenue SE  
Washington, DC 20003-2141  
6B@anc.dc.gov  
202-546-8542

Donovan Anderson, Chair  
Alcoholic Beverage Control Board  
2000 14<sup>th</sup> Street NW, Suite 400S  
Washington, DC 20009

**OFFICERS**

Chair  
*Kirsten Oldenburg*

Vice-Chair  
*Nick Burger*

Secretary  
*Daniel Chao*

Treasurer  
*Diane Hoskins*

Parliamentarian  
*Denise Krepp*

VIA E-MAIL: [abra.legal@dc.gov](mailto:abra.legal@dc.gov)

RE: ABRA-077797—Café 8, 424 8<sup>th</sup> Street SE, renewal of Class C Restaurant license

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on April 12, 2016, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 7-0-2 to support the above-referenced ABC license renewal.

For your review and approval, please find attached a Settlement Amendment, which was executed by both parties.

Please contact Commissioner Chander Jayaraman, ANC 6B's Alcohol Beverage Control Committee Chair, at 202-546-2609 or [chander6b08@anc6b.org](mailto:chander6b08@anc6b.org) if you have questions or need further information. Thank you.

Sincerely,



Kirsten Oldenburg  
Chair

Attachment

**COMMISSIONERS**  
SMD 1 *Jennifer Samolyk*  
SMD 2 *Diane Hoskins*  
SMD 3 *James Loots*  
SMD 4 *Kirsten Oldenburg*  
SMD 5 *Steve Hagedorn*  
SMD 6 *Nick Burger*  
SMD 7 *Daniel Chao*  
SMD 8 *Chander Jayaraman*  
SMD 9 *Danlel Rldge*  
SMD 10 *Denise Krepp*