

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

<u>In the Matter of:</u>)	
)	
Zewdie, Inc.)	
t/a Dukem Ethiopian Market & Restaurant)	
)	
Application for Substantial Change)	Case No. 11-PRO-00037
(Include a Second Floor))	License No. ABRA-072469
to Retailer's Class CR License)	Order No. 2011-450
)	
at premises)	
1114 - 1118 U Street, N.W.)	
Washington, D.C. 20009)	
)	

Zewdie, Inc., t/a Dukem Ethiopian Market & Restaurant (Applicant)

Alexander Reid, on behalf of A Group of Five or More Individuals (Protestant)

BEFORE: Nick Alberti, Interim Chairperson
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

**ORDER ON VOLUNTARY AGREEMENT AND
WITHDRAWAL OF PROTEST**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Zewdie, Inc., t/a Dukem Ethiopian Market & Restaurant (Applicant), has submitted an Application for a Substantial Change to expand the premises to include a second floor, to its Retailer's Class CR License, located at 1114 - 1118 U Street, N.W., Washington, D.C., having been protested, came before the Board for a Roll Call Hearing on September 6, 2011, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and Alexander Reid, on behalf of A Group of Five or More Individuals, have entered into a Voluntary Agreement (Agreement), dated September 30, 2011, setting forth the terms and conditions that govern 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 Alexander Reid, on behalf of A Group of Five or More Individuals, are signatories to the Agreement.

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This Agreement constitutes a withdrawal of the Protest filed by A Group of Five or More Individuals of this Application.

Accordingly, it is this 12th day of October 2011, **ORDERED** that:

1. The Application filed by Zewdie, Inc., t/a Dukem Ethiopian Market & Restaurant, for a Substantial Change to expand the premises to include a second floor, of its Retailer's Class CR License, located at 1114 - 1118 U Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of A Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;
3. The above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and Alexander Reid, on behalf of A Group of Five or More Individuals.

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District of Columbia
Alcoholic Beverage Control Board




Nick Alberti, Interim Chairperson

Donald Brooks, Member

Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

**Voluntary Agreement Concerning Issuance of License to
Zewdie, Inc. t/a Dukem Ethiopian Market & Restaurant**

This agreement, made and entered into on September 30, 2011, by and between Zewdie, Inc. t/a Dukem Ethiopian Market & Restaurant (“Applicant”), located at 1114-1118 U Street NW (the “Premises”), and a group of property owners at 1939 12th Street NW, Washington, DC, that includes the following individuals: John Burchett, Gregory Johnson, Gregory Kienzl, Alexander Reid, and Meredith Sandman (the “Protestants”), memorializes the following mutual covenants and undertakings between the parties:

Whereas Applicant has filed for Retailer’s Class CR License, License No. ABRA-072469 (the “License”), with the District of Columbia Alcoholic Beverage Regulation Administration (“ABRA”),

Whereas the Protestants have filed before ABRA a protest opposing the granting of the License,

Whereas in recognition of ABRA’s policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, by their signatures below, the parties desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address Protestants’ concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the License and withdraw their protest provided that such an agreement is incorporated into ABRA’s order issuing the License, which License is conditioned upon compliance with this agreement,

In consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. **Noise.**

a. Compliance with District of Columbia law.

- i. Applicant acknowledges familiarity with and will comply with noise control provisions of the District of Columbia law and regulations, including the D.C. Noise Control Act of 1977, D.C. Code Title 25 section 725, and D.C. Municipal Regulations Title 20 chapters 27 and 28, which generally prevent 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.
- ii. Applicant will comply with D.C. Code Title 22, Chapter 13, revised section 1321(d) which provides that “[i]t is unlawful for a person to make an unreasonably loud noise between 10:00 p.m. and 7:00 a.m. that is likely to annoy or disturb one or more other persons in their residences.”

- b. No outside speakers. Live and recorded music will be permitted inside the business only. Applicant shall not place speakers outside the premises.

c. Sound levels.

- i. First floor sound level. Live and recorded music on the first floor of the premises shall be amplified at a level not to exceed the “unity” or “U” level indicated on the main mix and the bass is not amplified more than +2 as measured on September 30, 2011 (“First Floor Sound Level”). The first floor soundboard shall be locked so that the sound level cannot exceed the First Floor Sound Level.
 - ii. Second floor sound level. Live and recorded music on the second floor of the premises shall be amplified at a level not to exceed the “-2db” master level indicated on the second floor soundboard as measured on September 30, 2011 (“Second Floor Sound Level”). The second floor soundboard shall be locked so that the sound level cannot exceed the Second Floor Sound Level.
 - iii. New equipment. If Applicant changes its soundboard, speakers, or other amplification equipment from that used to establish the First Floor Sound Level or the Second Floor Sound Level, Applicant will notify Protestants, and together Applicant and Protestants will establish a new First Floor Sound Level or Second Floor Sound Level with the new equipment as applicable.
- d. Keep windows and doors closed. The entrance door and windows of the premises will be kept closed at all times during business hours when live or recorded music is being performed 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, which ingress and egress shall be through the door on the U Street NW side of the premises and not the door on the 12th Street NW side of the premises.
- e. Encourage patrons to be quiet when they leave. Applicant will post a sign or other printed notation encouraging employees and patrons to be considerate of residents in the neighborhood after departing the building by keeping conversations and other noises at a level that will not disturb the peace and tranquility of residents in the enjoyment of their homes or generate a noise complaint.

2. **Operating hours and serving of alcohol.**

- a. Normal operating hours. Sunday through Thursday from 9:00 AM to 2:00 AM, and Friday and Saturday from 9:00 AM to 3:00 AM (“Normal Operating Hours”).
- b. Serving alcohol. In accordance with D.C. law, Applicant will not serve alcohol after 2:00 AM Sunday through Thursday, and 3:00 AM on Friday and Saturday, including on Special Event Days when Applicant may continue other non-alcohol related operations on a 24-hour basis.

- c. Special event days. During special events, which are not expected to exceed 25 days per year which the Applicant may determine in its own discretion (the “Special Event Days”), Applicant may operate on a 24-hour basis. However, even on Special Event Days:
 - i. Applicant will not serve alcohol after Normal Operating Hours,
 - ii. Applicant will not conduct live entertainment after Normal Operating Hours, and
 - iii. Applicant will not serve food outdoors on the patio after Normal Operating Hours.


3. **Trash and rodents**

- a. Trash removal and rat-proof trash containers. Applicant shall maintain regular trash removal service regularly removing trash from the dumpster area and ensuring that the dumpster area remains clean. Applicant shall deposit trash only in rodent-proof dumpsters or other containers and shall ensure that the lids on the dumpsters or other trash containers are closed at all times except when trash is being deposited or removed. Applicant shall not deposit waste grease or oil in the dumpsters or trash containers or permit grease or oil to run off from the dumpster area into the alley.
- b. Pest control. Applicant shall maintain regular pest control services to control the rat population.

4. **Maintaining exterior of the premises.**

- a. Exterior of Applicant's premises. Applicant shall maintain the exterior areas of the Applicant's premises to keep these exterior areas free of trash as well as snow and ice in the winter. Applicant shall also make reasonable efforts to prevent loitering in these exterior areas during business hours.
- b. Adjacent areas. Applicant shall assist in the maintenance of the exterior areas adjacent to the Applicants premises including the alley and parking lot to the east of the premises, the sidewalk to the north of the premises on U Street NW, and the sidewalk to the west of the premises on 12th Street NW.

In witness of the foregoing agreement,



Matthew Zemel

On behalf of Applicant
Date: 09/30/11



Alexander Reid

On behalf of Protestants
Date: 9/30/11