

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

<b>In the Matter of:</b>	)	
	)	
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 <sup>th</sup> 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:

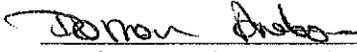
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

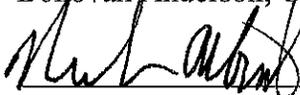
Loitering and Other Criminal Activity – On page two, regarding Security Plan, the sentence before the last sentence shall be modified to read as follows: “Use of Security Cameras able to be remotely accessed by MPD. Applicant shall ensure that (i) The cameras utilized by the establishment are operational; (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.”

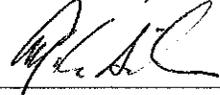
The parties have agreed to this modification.

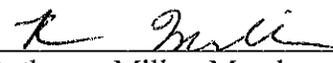
2. Copies of this Order shall be sent to the Licensee and ANC 6E.

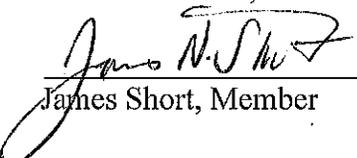
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
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 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

### 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, NW  
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 Weldeggerish  
Owner, 1818 Variety Market, LLC

ADVISORY NEIGHBORHOOD COMMISSION 6E:

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

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

**In the Matter of:**

Medhanie Weldegergish  
t/a 1618 Variety Market

Application for a Single Sales Exception  
for a Retailer's Class B License

at premises  
1618 8<sup>th</sup> Street, N.W.  
Washington, D.C. 20001

License No. ABRA-084582  
Order No. 2011-374

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

Alexander M. Padro, Chairperson, Advisory Neighborhood Commission (ANC) 2C

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

**ORDER ON APPLICATION FOR EXCEPTION  
TO SINGLE SALE MORATORIUM AND  
ON VOLUNTARY AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Medhanie Weldegergish, t/a 1618 Variety Market, located at 1618 8<sup>th</sup> Street, N.W., Washington, D.C., Applicant for an Exception to Single Sales Restriction, and ANC 2C have entered into a Voluntary Agreement (Agreement), dated April 6, 2011, setting forth the terms and conditions that governs the operation of the Applicant's establishment and incorporating an Agreement to waive the single sales restriction.

On August 3, 2011, the Board held a Fact Finding Hearing to consider the Application filed by Medhanie Weldegergish, t/a 1618 Variety Market, a Retailer's Class B license, located at 1618 8<sup>th</sup> Street, N.W., Washington, D.C., for an Exception to Single Sales Restriction that currently exists in Ward 2.

The official records of the Board reflect that the Applicant has provided the required information, including a letter from ANC 2C supporting the Application and a Voluntary Agreement. The Parties have agreed that the Applicant is authorized to sell selected types of beer and ale stipulated in the Agreement.

**Medhanie Weldegergish**  
**t/a 1618 Variety Market**  
**License No. ABRA-084582**  
**Page 2**

The Board considered several factors in reaching its decision. This included the absence of any primary or secondary tier violations within twelve months preceding the date of the Application and ANC 2C supports this request, as demonstrated in the Agreement among the Parties to waive the single sales restriction for this establishment, subject to the terms and conditions therein.

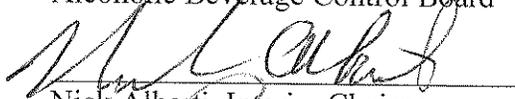
For these reasons, the Board finds no significant adverse impacts and grants the Application. The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Alexander M. Padro, on behalf of ANC 2C, are signatories to the Agreement.

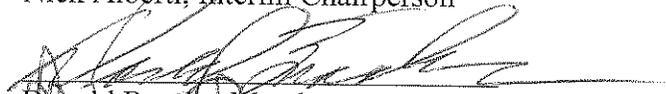
Accordingly, it is this 12<sup>th</sup> day of October 2011, **ORDERED** that:

1. The Application filed by Medhanie Weldegergish, t/a 1618 Variety Market for an Exception to the Single Sales Restriction at the location of 1618 8<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
2. The above-referenced Voluntary Agreement submitted by the Applicant and ANC 2C to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
3. Copies of this Order shall be sent to the Applicant and to ANC 2C.

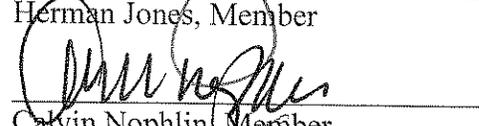
Medhanie Weldegergish  
t/a 1618 Variety Market  
License No. ABRA-084582  
Page 3

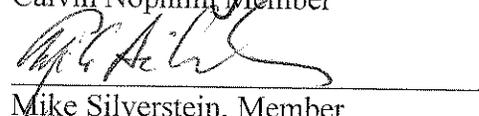
District of Columbia  
Alcoholic Beverage Control Board

  
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 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, D.C. 20009.

VOLUNTARY AGREEMENT BETWEEN ADVISORY NEIGHBORHOOD COMMISSION 2C  
AND 1618 VARIETY MARKET, LLC

Advisory Neighborhood Commission 2C ("the Commission") and 1618 Variety Market, LLC ("the Establishment"), having agreed on a number of provisions related to permitting the sale of a limited number of types of containers of alcoholic beverages currently covered under the Ward 2 Single Sales Ban, agree to the terms and conditions detailed in this Agreement.

The Establishment currently holds a Retailer's Class B license, #084582, issued by the District of Columbia Alcoholic Beverage Control Administration (ABRA), and wishes to sell specific types of single units of beer and ale that are currently precluded from sale under the Ward 2 Single Sales Ban.

The Establishment agrees that it will only sell those beers and ales that are only available for sale as single bottles and cans, specifically, specialty, microbrew, and imported beers that are not sold in six packs or other multiple unit packaging. The Establishment agrees not to sell any single beers that are sold in six packs or other multiple unit packaging provided by the manufacturer. The Establishment agrees to observe and obey all ABRA regulations and the laws of the District of Columbia at all times.

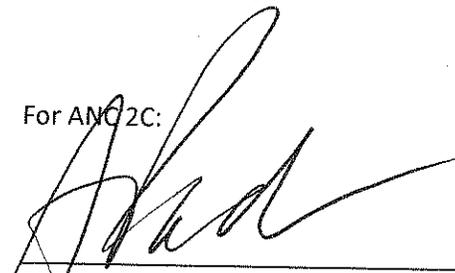
As a condition of the Commission's support for an exemption from the Ward 2 Single Sales Ban, the Establishment agrees to, at the Establishment's own expense, broom clean the entire sidewalks along the west side of the 1600 block of 8th Street, NW, and the south side of the 800 block of Rhode Island Avenue, NW, during all days the Establishment is in operation, picking up and disposing of any and all litter found on those sidewalks and the gutters along these block faces; and dispose of said litter via private trash service, not by placing such items or bags containing them in city garbage receptacles.

Both parties understand that no approval or support for an exemption from the Ward 2 Single Sales Ban is being granted by the Commission for the sale of any items other than those types of products and packaging described in this Agreement as being acceptable for sale by the Establishment. All other types of products are not subject to relief from the Ward 2 Single Sales Ban, and under no circumstances shall this Agreement be construed to represent the Commission's support or approval of an exemption from the restrictions on the sales of such products that is currently in effect and enforceable.

In the event that either the District of Columbia Alcoholic Beverage Regulation Administration or the Alcoholic Beverage Control Board, or both entities, reject, refuse to approve, or cannot enforce the conditions of this Agreement, the Commission's support for an exemption from the Ward 2 Single Sales Ban for the Establishment is null and void. Under no circumstances does the Commission support the sale of any types of products currently included in the Ward 2 Single Sales Ban except those specifically described in the Agreement. The Commission expressly opposes the granting of a blanket exemption from the Ward 2 Single Sales Ban for the Establishment.

Agreed this fifth day of October, 2011.

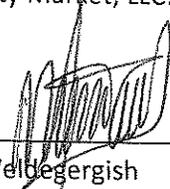
For ANC 2C:



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Alexander M. Padro  
Chair, ANC 2C

For 1618 Variety Market, LLC:



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Medhanie T. Weldegergish  
Owner

# ADVISORY NEIGHBORHOOD COMMISSION 2C

PUBLIC MEETING

October 5, 2011, 6:30 PM

Watha T. Daniel/Shaw Neighborhood Library  
1630 7th Street, NW

## Agenda

1. Call to Order and Roll Call
2. Approval of Agenda
3. PSA 308 Report: Lt. Jeffrey Carroll, Metropolitan Police Department
4. 421 P Street, NW: Request for Support for Public Space Permit for Curbs Cuts on 1600 Block of 5<sup>th</sup> Street, NW (KIPP DC,)
5. Shaw Middle School: Request for Support for Continued Operation of School
6. 1547 7th Street, NW: Request for Support for Removal of Blighted Status (Warrenton Group)
7. 624 9<sup>th</sup> Street, NW: Request for Support for Board of Zoning Adjustment Application to Allow Construction of New Office Building (MRP Realty)
8. Square 451 (Bounded by 6<sup>th</sup>, 7<sup>th</sup>, and K Streets and New York Avenue, NW): Request for Support for Board of Zoning Adjustment Application to Allow Construction of a New Office Building (American Association of Medical Colleges)
9. 1618 Market, 1618 8<sup>th</sup> Street, NW: Consideration of Changes to Voluntary Agreement Requested by ABC Board
10. 801 9<sup>th</sup> Street, NW: Request for Support for Long Term Installation of Banners (United States Mint)
11. National Race to End Women's Cancer, November 5, 2011: Request for Support for Street Closures (Foundation for Women's Cancer)
12. USA Science and Engineering Festival, April 27-29, 2012: Request for Support for Street Closures
13. Law Enforcement Ride and Run to Remember, October 16, 2011: Request for Support for Street Closures (National Law Enforcement Officers Memorial Fund)
14. Prevention RV: Presentation (Department of Health Addiction Prevention and Recovery Administration)
15. American Civil Liberties Union: Presentation on DC Statehood
16. Commemorative Naming of Alleys: Consideration of Commission Position on Requests for Support
17. ANC 2C Grants Policy and Form: Notice of Intent to Revise Policy and Form
18. Issuance of Invitation to Mayor Gray to Attend a Future ANC 2C Meeting
19. Other New Business
20. Old Business
21. Approval of Minutes of 09/07/11 Meeting
22. Approval of Treasurer's Report
23. Approval of Expenses
24. Announcements
25. Adjournment

To receive ANC 2C notices via email, send your request to [ANC2Clist@gmail.com](mailto:ANC2Clist@gmail.com).