

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

In the Matter of:)	
)	
ROMYO, LLC)	
t/a Ambassador Restaurant)	
)	
Holder of a)	License No. ABRA-090422
Retailer's Class CR License)	Order No. 2015-553
)	
at premises)	
1907 9th Street, N.W.)	
Washington, D.C. 20001)	

ROMYO, LLC, t/a Ambassador Restaurant (Licensee)

James Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B

Lynn H. Johnson, President, Westminster Neighborhood Association

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 ROMYO, LLC, t/a Ambassador Restaurant (Licensee), ANC 1B, and Westminster Neighborhood Association have entered into a Settlement Agreement (Agreement), dated September 9, 2015, 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; Chairperson James Turner and Commissioner Ellen Sullivan, on behalf of ANC 1B; and Lynn H. Johnson, on behalf of Westminster Neighborhood Association; are signatories to the Agreement.

Accordingly, it is this 25th day of November, 2015, **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 modifications:

Section B (Noise) – The sixth sentence shall be modified to read as follows: “The licensee shall not create or provide a dance floor.”

Section J (Access to Licenses and Endorsements) – This Section shall be modified to read as follows: “The Applicant shall clearly post all licenses, endorsements, and permissions for extended hours.”

Section K (Modification of Settlement Agreement) – This Section shall be modified to read as follows: “This agreement can be modified only by mutual agreement of the parties with the approval of the ABC Board for acceptance and enforcement or by the ABC Board or as otherwise permitted by law.”

Section L (Binding Effect) – The following term shall be removed: “and assigns.”

The parties have agreed to these modifications.

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, ANC 1B, and Westminster Neighborhood Association.

District of Columbia
Alcoholic Beverage Control Board

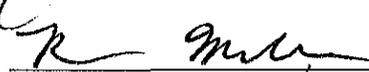
Donovan Anderson, Chairperson



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).

ALCOHOLIC BEVERAGE
REGULATION BOARD

Voluntary Agreement Concerning Issuance of License # 090422 to
Ambassador Restaurant, 1907 9th Street N W, Washington, DC 20001

SEP -9 P 2:00

THIS AGREEMENT made and entered into Sept. 9, 2015 by and
between ROMYO, LLC (Applicant), Westminster Neighborhood Association and ANC1B
(Protestants). Witnesseth:

Whereas Applicant has licensed # 090422 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a class CR license for premises to be known as Ambassador Restaurant and to be located at 1907 9th Street NW, Washington, DC 20001 (premises). This settlement agreement will replace the previous agreement.

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 issuance of the new 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. Nature of Business. The applicant will manage and operate a sit-down restaurant. In no event shall the sale of alcohol become a primary source of revenue for this establishment. The establishment will operate a full functioning kitchen and provide a minimum of five entrees. The establishment will meet or exceed ABRA's standards for the percentage of revenue from food sales and will provide documentation to ABRA on a quarterly basis.

B. 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 DCMR 905. Live entertainment shall be permitted in the form of up to two singers and two instruments. While Applicant may install speakers for the sole purpose of offering soft background music to its patrons, any such built-in amplification or speakers shall not be used by any live performers. However, portable amplification &/or speakers that are normally used by performers may be brought into and used in the premises, but such devices shall be physically located only on the performer platform. Applicant shall not charge a cover or entrance fee for such entertainment.

No dancing shall be permitted. Applicant will regularly monitor to assure no impact on nearby residents. The front and rear door will remain closed except to allow entrance to and exit from the building. 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 may (if permitted under DC law) establish a designated smoking area in the rear of the establishment outside of the premises and will take such steps as necessary to control the noise from patrons using this space. No music shall be played or piped outside of the building.

C. SAFETY & SECURITY. Applicant agrees to provide a security plan for inclusion in ABC Board files. Applicant shall have adequate personnel available at all times after 9 pm to control unruly patrons, whether inside or in the immediate outside area of the establishment.

D. FOOD AND ALCOHOL SERVICE. The establishment's hours of operation shall be as follows:

<i>Day</i>	<i>Hours of Alcoholic Beverage Service</i>	<i>Hours of Operation</i>
Monday	8:00 am – 2:00 am	8:00 am – 2:00 am
Tuesday	8:00 am – 2:00 am	8:00 am – 2:00 am
Wednesday	8:00 am – 2:00 am	8:00 am – 2:00 am
Thursday	8:00 am – 2:00 am	8:00 am – 2:00 am
Friday	8:00 am – 3:00 am	8:00 am – 3:00 am
Saturday	8:00 am – 3:00 am	8:00 am – 3:00 am
Sunday	10:00 am – 2:00 am	10:00 am – 2:00 am
Holidays*	1 hr. extension for day before holiday	1 hr. extension for day before holiday

*applicant may apply for extended hours of operation for special events such as the Ethiopian soccer tournament

E. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remain clean. Trash dumpster(s) shall be properly maintained so that they close properly and do not leak. 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 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. Applicant shall request that its trash and recycling contractors pick up trash and materials no earlier than 9:00 AM and no later than 5:00 PM. No recyclables will be dumped between the hours of 9:00 PM to 9:00 AM.

F. Public Space and Trash. Applicant will keep the immediate environs to its premises clean of trash and litter, including the front concrete area of the building, the sidewalk in front of the building, and the rear of the building. This task will be performed on a daily basis at the opening of the establishment. Applicant shall ensure that all such trash and litter is properly disposed of

in his dumpster. Applicant shall remove all snow from the sidewalk in front of its premises within 24 hours once snow has ceased to accumulate.

G. 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.

H. PARKING. Applicant will encourage transit use, and will direct patrons to use nearby public parking facilities rather than parking on the city streets.

I. SIGNAGE/PUBLICITY. In all signs and advertisements, Applicant shall emphasize food over alcoholic beverages.

J. ACCESS TO LICENSES AND ENDORSEMENTS. The Applicant shall clearly post all licenses, endorsements, and permissions for extended hours and will bring them to the outer front door for inspection when asked to do so by elected or appointed representatives of the ANC or the Westminster Neighborhood Association.

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

L. 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.

If to Applicant:

Ambassador Restaurant (Establishment)
Romeseghed Kidane
1907 9th Street, N W, Washington, DC 20001 (Address)

Ambassador Restaurant (Establishment)
Yonatin G. Tekle (Name)
1907 9th Street, N W, Washington, DC 20001 (Address)

With a copy to:

If to Protestants: ANC1B, Attn: Ellen Sullivan, ANC 1B02, Frank D. Reeves Municipal Center,
2000 14th St., NW, Suite 100B, Washington, DC 20009, 1B02 @anc.dc.gov

Neighborhood Group:

Westminster Neighborhood Association (Neighborhood Group)
Lynn H. Johnson (Name)
922 Westminster St. NW, Washington, DC 20001, Lynn@Johnsonandpavuk.com

Wherefore, by the signing of the representatives of Applicant and Protestant, Applicant hereby agrees to aforementioned covenants and Protestants agrees to the issuance of the Class ____ license to Applicant, and withdraws its protest, provided that this Agreement is incorporated into the ABC Board's Order issuing a Class ____ license, the issuance of which is conditioned upon compliance with the Voluntary Agreement.

SIGNATURE BLOCKS

Accordingly, on this ____ day of _____, 2015, it is ordered that the Voluntary Agreement between Applicant and Protestant is incorporated into the ABC Board's order issuing Applicant an amended Class CR license.

Applicant:
Ambassador Restaurant (Establishment)

Yonatan G. Tekle 08/26/2015
Yonatan G. Tekle Date

Romesaghed Kidane 08/26/2015
Romesaghed Kidane Date

Protestants:
ANC 1B02

Ellen M. Sullivan 9/9/2015
Ellen Sullivan, Commissioner Date

ANC 1B
James Turner 9/9/2015
James Turner, Chair of ANC 1B Date

Neighborhood Group:
Westminster Neighborhood Association

Lynn H. Johnson, Pres. Date

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Applicant:
Ambassador Restaurant (Establishment)

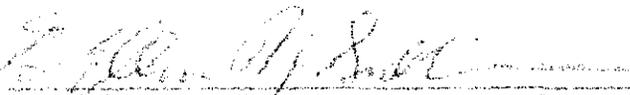


Yonatan G. Tekle Date 02/26/2015

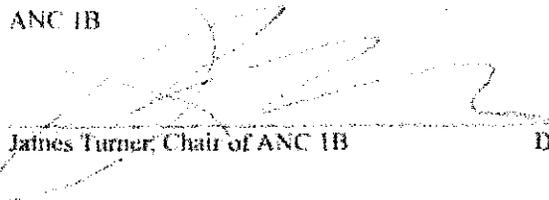


Romesaghed Kidane Date 02/26/2015

Protestants:
ANC 1B02

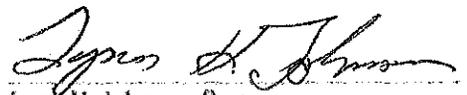


Ellen Sullivan, Commissioner Date 9/9/2015

ANC 1B


James Turner, Chair of ANC 1B Date 9/4/2015

Neighborhood Group:
Westminster Neighborhood Association



Lynn H. Johnson, Pres. Date 9-9-15