

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

_____	)	
<b>In the Matter of:</b>	)	
	)	
Sami Restaurant, LLC	)	
t/a Bistro 18	)	
	)	
Holder of a	)	
Retailer's Class CR License	)	License No. ABRA-086876
	)	Order No. 2013-022
at premises	)	
2420 18th Street, N.W.	)	
Washington, D.C. 20009	)	
_____	)	

Sami Restaurant, LLC, t/a Bistro 18 (Licensee)

Wilson Reynolds, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Mike Silverstein, Member  
Herman Jones, Member

**ORDER ON FIRST AMENDMENT TO SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Sami Restaurant, LLC, t/a Bistro 18, (Licensee), ANC 1C, and KCA entered into a Voluntary Agreement (Agreement), dated October 22, 2002, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' First Amendment to Settlement Agreement (also known as First Amendment to Voluntary Agreement), dated May 4, 2011, in accordance with D.C. Official Code § 25-446 (2001).

The First Amendment to Settlement Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee; former

**Sami Restaurant, LLC**  
**t/a Bistro 18**  
**License No. ABRA-086876**  
**Page 2**

Commissioner Olivier Kamanda, on behalf of ANC 1C; and Denis James, on behalf KCA, are signatories to the First Amendment to Settlement Agreement.

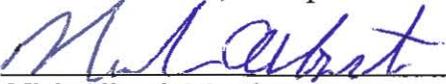
Accordingly, it is this 16th day of January, 2013, **ORDERED** that:

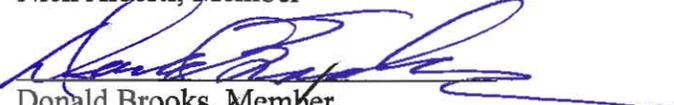
1. The above-referenced First Amendment to Settlement Agreement, dated May 4, 2011, submitted by the Licensee, ANC 1C, and KCA to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee, ANC 1C, and KCA.

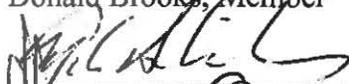
**Sami Restaurant, LLC**  
**t/a Bistro 18**  
**License No. ABRA-086876**  
**Page 3**

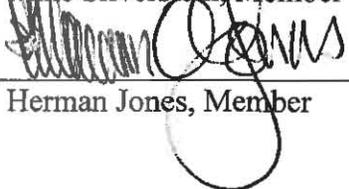
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Ruthanne Miller, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

  
\_\_\_\_\_  
Donald Brooks, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
Herman Jones, 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, D.C. 20009.

**FIRST AMENDMENT TO VOLUNTARY AGREEMENT  
FOR LICENSE TO SELL ALCOHOLIC BEVERAGES**

**THIS AMENDMENT** of the Voluntary Agreement for the license formerly known as Café Liyat and Café Exhale is made this 4<sup>th</sup> day of May, 2011, as the license now numbered ABRA-086876, comes out of safekeeping and an application for transfer and substantial change to Sami Restaurant, LLC, t/a Bistro 18, 2420 18<sup>th</sup> Street, NW has been filed.

**Whereas**, Advisory Neighborhood Commission (ANC 1C) and the Kalorama Citizens Association (KCA) are both party to the original voluntary agreement, dated October 22, 2002, and approved by the DC ABC Board November 13, 2002, (Case no. 34676-02/075P 2002-265) and now wish to voluntarily amend that agreement in response to Applicant Sami Restaurant's request,

**Now therefore**, the parties agree to amend the original agreement in the following ways:

**Provision 1. Hours, is amended by replacing the original hours of operation with the following:**

**Inside:**

7 days a week: 8:00 am – 2:00 am

For any DC and Federal Holiday on which Applicant has applied for the latest legal closing hours, Applicant may operate through the additional hour granted by law.

**Hours for sales, service and consumption of alcohol beverages:**

Monday-Saturday: 8:00 am-1:30 am

Sunday: 10:00 am-1:30 am

Applicant agrees to file an amended application with the Board to allow for the ability to operate, sell, serve and have consumption of alcoholic beverages inside at 8:00 am, Monday-Thursday.

**Sidewalk Café/Summer Garden**

Applicant agrees to file an amended application with the Board concurrent with the submittal of this agreement, seeking permission for a Summer Garden in the rear of the establishment with seating for 25 and no standing patrons. Sidewalk Café in front to consist of three 2-top tables placed against front wall of restaurant between building's window bays.

**Hours of Operation and sale, service and consumption of alcoholic beverages for Sidewalk Café in front and Summer Garden in rear:**

Saturday: 8:00 am – 12:00 midnight

Sunday: 8:00\* am – 11:00 pm

Monday-Thursday: 11:00 am – 11:00 pm

Friday: 11:00 am- 12:00 midnight

\*sales, service and consumption of alcohol to begin at 10:00 am

Applicant agrees to announce last call 35 minutes before closing each night of operation, and to discontinue service of alcohol 30 minutes before closing each night of operation.

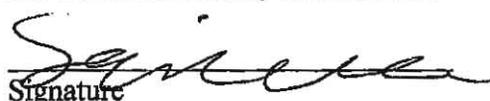
**Provision 2 is amended to read only:**

The Inside Occupancy load is 83 with 76 seats.  
The Sidewalk Café in front will have 6 seats.  
The Summer Garden in the rear will have 25 seats.

**Provision 3 is amended by adding the following:**

Sound from the establishment shall not be audible in neighboring residences.  
There shall be no music on the Sidewalk Café or Summer Garden.

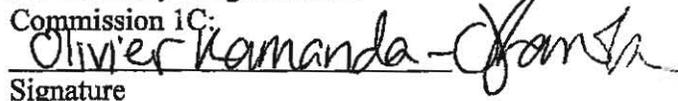
For Sami Restaurant, t/a Bistro 18:

  
Signature

BISTRO 18  
Title

May 4, 2011  
Date

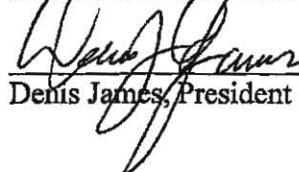
For Advisory Neighborhood  
Commission 1C:

  
Signature

Chair ABC Public Safety  
Title

May 4, 2011  
Date

For Kalorama Citizens Association:

 5-4-2011  
Denis James, President Date

*ASSET*  
*NOW H/A EXHAUL*  
*Transferred*  
*v/salo*

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

**In the Matter of:** )  
 )  
Abebe Tekiha M. )  
t/a Café Liyat — 03. )  
 )  
Application for a Retailer's Class )  
CR (renewal) )  
at premises )  
2305 18<sup>th</sup> Street, N.W. )  
Washington, D.C. )  
 )

Case no. 34676-02/075P  
2002-265

Denis I.E. James, on behalf of the Kalorama Citizens Association, and Daniel Brody, on behalf of the Advisory Neighborhood Commission 1C, Protestants

ABebe Tekiha M., Applicant

- BEFORE:** Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Laurie Collins, Member  
Judy Moy, Member  
Ellen Opper-Weiner, Esquire, Member  
Audrey Thompson, Member

**ORDER ON WITHDRAWN OPPOSITION  
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on May 15, 2002, in accordance with D.C. Official Code Section 25-601 (2000 Edition). Denis I.E. James, on behalf of the Kalorama Citizens Association, and Daniel Brody, on behalf of the Advisory Neighborhood Commission 1C, filed timely opposition.

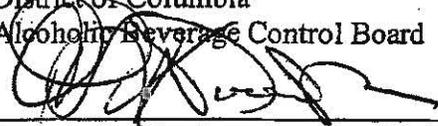
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated October 22, 2002, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Abege Tekiha M.  
t/a Liyat Cafe  
Page two

Accordingly, it is this 13<sup>th</sup> day of November 2002, **ORDERED** that:

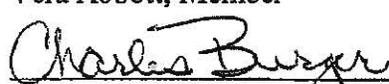
1. The opposition of Denis I. E. James, on behalf of the Kalorama Citizens Association, and Daniel Brody, on behalf of the Advisory Neighborhood Commission 1C is **WITHDRAWN**;
2. The application of Abebe Tekiha M. t/a Liyat Cafe for a retailer's class CR license (renewal) at 2305 18<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestants and the Attorney for the Applicant.

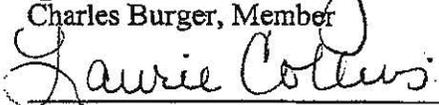
District of Columbia  
Alcoholic Beverage Control Board

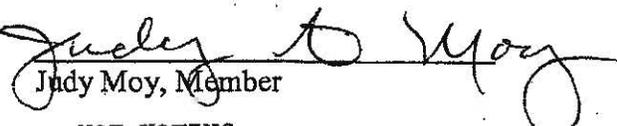
  
Roderic L. Woodson, Esquire, Chair

NOT VOTING

Vera Abbott, Member

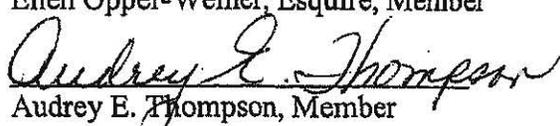
  
Charles Burger, Member

  
Laurie Collins, Member

  
Judy Moy, Member

NOT VOTING

Ellen Opper-Weiner, Esquire, Member

  
Audrey E. Thompson, Member

#34676

ABLA  
rec'd. 10/25/02 (6)

**VOLUNTARY AGREEMENT CONCERNING ISSUANCE  
OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES**

**THIS AGREEMENT**, made and entered into this 22<sup>nd</sup> day of October, 2002, by and between Liyat Corporation, L.L.C., trading as Cafe Liyat (hereinafter the "Applicant") and Advisory Neighborhood Commission 1C and the Kalorama Citizens Association (hereinafter the "Protestants") witnesses:

**Whereas** Applicant has filed an application (#34676) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as Cafe Liyat, located at 2305 18th Street, NW, Washington, DC.

**Whereas** Protestants have filed before the Board a protest opposing the granting of this renewal.

**Whereas** in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the renewal of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement.

**Whereas** Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns.

**Now therefore**, in consideration of the mutual covenants and undertakings memorialized herein, the Parties agree as follows:

1. **Hours.** The hours of operation shall be:

Sunday through Thursday: 11:00 am until 2:00 am  
Friday and Saturday: 11:00 am until 3:00 am

Applicant agrees to strictly observe the above hours and to announce last call at 1:25 am Sunday through Thursday, and at 2:25 pm Friday and Saturday, to discontinue service of alcohol at 1:30 am Sunday through Thursday and at 2:30 am Friday and Saturday and to remove all alcohol from the tables and bar top by 2:00 am Sunday through Thursday and by 3:00 am Friday and Saturday.

2. Seating. Seating capacity will not exceed:

Interior tables and bar: 48

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of 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 Title 23 DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a 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. There shall be no music played on the roof.

4. Trash/Garbage/Rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain 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 will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population. Applicant will recycle the following items as per DC law 7-226: cardboard, glass and cans.

Applicant shall provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

5. Exterior including Public Space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable DC laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to encourage patrons to leave those areas at closing.

6. Items specific to establishment.

Applicant agrees that there will be no patron use of the rear door. Applicant agrees to advise employees and encourage patrons to park their vehicles legally and to inform them that there are paid public parking lots available nearby.

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls" or "tours" or any similar event.

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise to a minimum from 11:00 PM to 7:00 AM.

9. Modification. This agreement can be modified only by the ABC Board or the mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C any modification must be approved at a full public meeting by a majority of the commissioners present constituting a quorum.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of Protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protest, *provided* that this Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

12. Availability of Voluntary Agreement. Applicant agrees to keep available at all times a copy of this agreement at his establishment and to familiarize all his employees with its conditions.

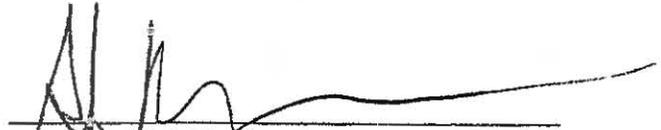
APPLICANT:



By: ELIAS ABEBE  
Vice president.

Date: 10-22-02

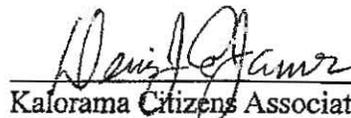
PROTESTANTS:



Advisory Neighborhood Commission 1C

By: ANDY MESCUR  
Chair ANC 1C

Date: 21 OCT 02



Kalorama Citizens Association

By: DENIS I.E. JAMES - ABC LICENSING  
CHAIR FOR KALORAMA CITIZENS ASSOCIATION

Date: OCTOBER 21, 2002