

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

In the Matter of:)
)
Meskerem Abebe)
t/a Gebena Restaurant)
)
Applicant for a New)
Retailer's Class CR License)
)
at premises)
1917 9th Street, N.W.)
Washington, D.C. 20001)
_____)

Case No. 15-PRO-00120
License No. ABRA-100631
Order No. 2016-081

Meskerem Abebe, t/a Gebena Restaurant (Applicant)

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

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 1B'S PROTEST**

The Application filed by Meskerem Abebe, t/a Gebena Restaurant (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on December 28, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 1B have entered into a Settlement Agreement (Agreement), dated February 4, 2016, that governs 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 Chairperson James Turner and Commissioner Ellen Sullivan, on behalf of ANC 1B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1B.

Accordingly, it is this 24th day of February, 2016, **ORDERED** that:

1. The Application filed by Meskerem Abebe, t/a Gebena Restaurant, for a new Retailer's Class CR License, located at 1917 9th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

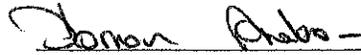
Section H (Modification of Settlement Agreement) – This Section shall be modified to read as follows: “This agreement can be modified by the ABC Board; by mutual agreement of the parties with approval of the ABC Board; or as otherwise permitted by law.”

Section I (Binding Effect) – This Section shall be modified to read as follows: “This Settlement Agreement shall be binding upon and enforceable against the successors of the Applicant during the term of the license to which this Settlement Agreement applies.”

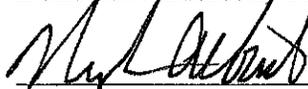
The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 1B.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



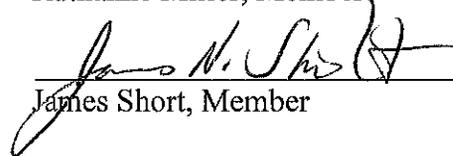
Nick Alberti, Member



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).

Voluntary Agreement Concerning Issuance of License 100631
to Gebena Restaurant, 1917 9th St. NW

THIS AGREEMENT made and entered into Feb. 4, 2016 by and between Meskerem Abebe (Applicant) and ANCIB (Protestant) witnesses.

Whereas Applicant has filed application 100631 with the District of Columbia Alcoholic Beverage Control Board (ABC Board) for a new class CR license for premises to be known as Gebena Restaurant, and to be located at 1917 9th St. NW (premises).

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. 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. 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. All windows will remain closed when there is amplified entertainment, either live or recorded, and for the entire duration of the entertainment. 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.

B. SAFETY & SECURITY. Applicant agrees to provide a security plan for inclusion in ABC Board files.

C. FOOD AND ALCOHOL SERVICE AND HOURS OF LIVE ENTERTAINMENT.

The establishment's hours shall be as follows:

Day	Hours of Alcoholic Beverage Service	Hours of Operation	Hours of Live Entertainment
Monday	12:00PM to 2:00AM	8:00AM to 2:00AM	6:00PM to 2:00AM
Tuesday	12:00PM to 2:00AM	8:00AM to 2:00AM	6:00PM to 2:00AM
Wednesday	12:00PM to 2:00AM	8:00AM to 2:00AM	6:00PM to 2:00AM
Thursday	12:00PM to 2:00AM	8:00AM to 2:00AM	6:00PM to 2:00AM
Friday	12:00PM to 3:00AM	8:00AM to 3:00AM	6:00PM to 2:00AM
Saturday	12:00PM to 3:00AM	8:00AM to 3:00AM	6:00PM to 2:00AM
Sunday	12:00PM to 2:00AM	8:00AM to 2:00AM	6:00PM to 2:00AM

Applicant agrees that the establishment will be shut down and completely vacated, except for routine maintenance and clean up, by closing time each night. Applicant agrees there will be no after-hours activities in the establishment.

D. TRASH/GARBAGE/RODENTS. Applicant shall maintain trash/garbage removal service at least three times weekly and see that the trash and dumpster area remains 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 outside between 9:00 PM and 9:00 AM.

E. 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.

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

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

H. 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.

I. 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:

Gebena Restaurant (Establishment)
Meskerem Abede (Name)
1917 9th St. NW (Address)

With a copy to: Tameru Zemenfes, zemenfes@gmail.com

If to Protestants: ANC1B, Attn: Ellen Sullivan, Frank D. Reeves Municipal Center, 2000 14th St., NW, Suite 100B, Washington, DC 20009, 1b02@anc.dc.gov

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 CR license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the ABC Board's order issuing a Class CR license, the issuance of which is conditioned upon compliance with the Voluntary Agreement.

SIGNATURE BLOCKS

Accordingly, on this ___ day of _____ 2016 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:

Gebena Restaurant (Establishment)

 2/4/16

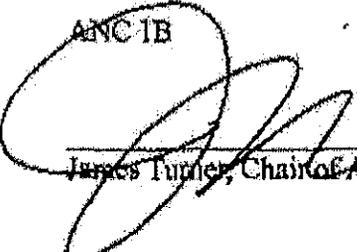
Name Date
Meskerem Abede

Protestants:

ANC 1B02

 2/4/16

Ellen Sullivan, Commissioner Date

ANC 1B
 2/4/16

James Turner, Chair of ANC 1B Date