

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

In the Matter of:)
)
Tekeab H. Habtu)
t/a Kokeb Ethiopian Restaurant)
)
Holder of a)
Retailer's Class CR License)
)
at premises)
3013 Georgia Avenue, NW)
Washington, D.C. 20001)
_____)

License No.: ABRA-089933
Order No.: 2019-644

Tekeab H. Habtu, t/a Kokeb Ethiopian Restaurant, Licensee

Kent C. Boese, Chairman, Advisory Neighborhood Commission (ANC) 1A

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member

ORDER ON SETTLEMENT AGREEMENT

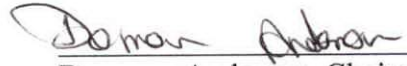
The official records of the Alcoholic Beverage Control Board (Board) reflect that Tekeab H. Habtu, t/a Kokeb Ethiopian Restaurant (Licensee), and ANC 1A have entered into a Settlement Agreement (Agreement), dated September 11, 2019, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairman Kent C. Boese, on behalf of ANC 1A, are signatories to the Agreement.

Accordingly, it is this 18th day of September, 2019, **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; and
2. Copies of this Order shall be sent to the Licensee and ANC 1A.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



James Short, Member



Bobby Cato, Member

Rema Wahabzadah, Member



Rafi Crockett, 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).



1A ADVISORY NEIGHBORHOOD COMMISSION 1A

SMD 1A01 – Layla Bonnot
SMD 1A04 – Matt Goldschmidt
SMD 1A07 – Jen Bundy
SMD 1A10 – Rashida Brown

SMD 1A02 – Teresa Edmondson
SMD 1A05 – Christine Miller
SMD 1A08 – Kent C. Boese
SMD 1A11 – Dotti Love Wade

SMD 1A03 – Zach Rybarczyk
SMD 1A06 – Angelica Castañon
SMD 1A09 – Michael Wray
SMD 1A12 – Jason Clock

SETTLEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made on this 11th day of September 2019, by and between ~~Tekembi Habtatu~~ ~~(a Kokebi Ethiopian Restaurant)~~ (the "Applicant"), and Advisory Neighborhood Commission 1A ("Protector"); (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class CR License (ABRA-089933) for a business establishment located at 3013 Georgia Avenue, NW, Washington, D.C. (the "Premises");

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties have agreed to enter into an Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order, and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. *Recitals Incorporated.* The recitals set forth above are incorporated herein by reference.
2. *Nature of the Business.* The Applicant will manage and operate a restaurant style establishment.
3. *Hours of Operation and Sales.* The Applicant's hours of operation and sales shall be as follows;

Monday through Thursday 8:30 am -2:00 am,
Friday and Saturday 8:30 am- 3:00 am

On special occasions the establishment may stay open later if permissible by DC law or ABRA.

Advisory Neighborhood Commission 1A
3400 11th Street NW, #200
Washington, DC 20010

4. Floors Utilized and Occupancy. The Applicant will operate its establishment on the ground floor of the building. The Establishment will have no more patrons than permissible by DC Code and Fire regulations,

5. Noise, Entertainment, and Privacy:

a. Applicant will strictly comply with D.C. Official Code § 25-725, Applicant agrees to implement sound suppression measures that will mitigate any noise from this restaurant that may be heard in surrounding resident's homes.

Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

b. Applicant may offer entertainment for patrons only with an entertainment endorsement and may have recorded and background music without an entertainment endorsement.

"Entertainment" means live music or any other live performance by an actual person, including live bands, karaoke, comedy shows, poetry readings, and disc jockeys. The term "entertainment" shall not include the operation of a juke box, a television, a radio, or other prerecorded music.

c. Applicant shall configure any and all speaker systems such as to minimize sound from being heard outside the premises.

d. Applicant agrees to post notices notifying patrons and employees to be respectful of the residential area: no littering, no loitering, and no excessive noise.

6. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree box(es), and a butting public spaces clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property.

7. Rats and Vermin Control. The Applicant shall provide rat and vermin control for its Property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is not garbage and odors present the following morning.

8. License Ownership and Compliance with ABRA Regulations. Applicant promises to Protestants that it shall abide by all Alcoholic Beverage Regulation Administration (ABRA) regulations regarding ownership of the license and all other provisions applicable to liquor

KOKEB ETHIOPIAN RESTAURANT SETTLEMENT AGREEMENT

September 11, 2019

Page 4

Certification:

At a regularly scheduled and publicly noticed meeting held on September 11, 2019 Advisory Neighborhood Commission 1A considered the above support letter. With a quorum of 11 Commissioners present, the Commission voted with 11 yeas, 0 nos, and 0 abstentions to adopt the above resolution.


Kent Boese, ANC 1A Chair


Zach Rybarczyk, ANC 1A Secretary