

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

In the Matter of:)	
)	
Lalibela, Inc.)	
t/a Lalibela Ethiopian Restaurant)	
)	
Application for Renewal of a)	Case No. 13-PRO-00024
Retailer's Class CR License)	License No. ABRA-023745
)	Order No. 2013-283
at premises)	
1415 14 th Street, N.W.)	
Washington, D.C. 20005)	

Lalibela, Inc., t/a Lalibela Ethiopian Restaurant (Applicant)

A Group of Five or More Individuals

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

**ORDER ON SETTLEMENT AGREEMENT AND WITHDRAWAL OF PROTEST
OF A GROUP OF FIVE OR MORE INDIVIDUALS**

The Application filed by Lalibela, Inc., t/a Lalibela Ethiopian Restaurant, for renewal of its Retailer's Class CR License, was protested; however, a Roll Call Hearing scheduled for June 3, 2013, was not held, because the Parties submitted a Settlement Agreement before the hearing.

The Applicant and A Group of Five or More Individuals have entered into a Settlement Agreement (Agreement), dated April 17, 2013, setting forth the terms and conditions that govern 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 Tim Hillard, Jeffrey Speicher, Tarek Soueid, Luke Hall-Jordan, and Leif Redmond, protestants with the Group of Five or More Individuals, are signatories to the Agreement.

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This Agreement constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals.

Accordingly, it is this 12th day of June, 2013, **ORDERED** that:

1. The Application filed by Lalibela, Inc., t/a Lalibela Ethiopian Restaurant, for renewal of its Retailer's Class CR License, located at 1415 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of the Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Applicant and Tim Hillard, Jeffrey Speicher, Tarek Soueid, Luke Hall-Jordan, and Leif Redmond, protestants of the Group of Five or More Individuals.

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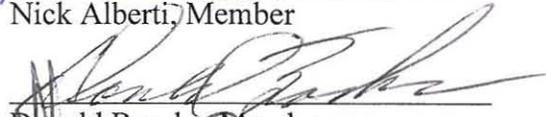
District of Columbia
Alcoholic Beverage Control Board



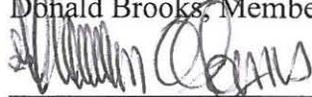
Ruthanne Miller, Chairperson



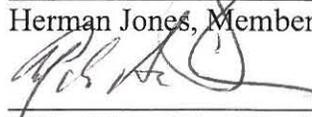
Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member

Pursuant to D.C. Official Code § 25-433, 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.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT (“Agreement”) is made on this 17th day of April, 2013, by and between Lalibela (“Applicant”), the Rockingham Condominium Association, a group of five (RCA).

RECITALS

(a) Applicant has applied for renewal of a Retailer Class CR License (the “License”) for a business establishment (“Establishment”) located at 1415 14th Street, NW, Washington, D.C. (the “Premises”) ; and,

(b) Applicant desires to cooperate with RCA in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,

(c) In lieu of contested protest proceedings regarding the application for the License, the Parties wish to enter into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 to address such concerns:

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 with an emphasis on food service. Any substantial change in their operations shall require prior approval by the ABC Board.
3. Hours of Operation. Applicant’s hours of interior operation shall not exceed the following:

Sunday – Thursday	11 am - 1 am
Friday - Saturday	11am – 10:59 am

The hours of operation of the Applicant’s sidewalk café shall be limited to:

Sunday – Thursday

10 am - 11 pm

Friday - Saturday

10 am – Midnight

It is understood that upon expiration of the above hours of operation, no patron may remain on the Premises (interior or exterior, as the case may be).

Provided, however, that (a) on days designated by the ABC Board as “Extended Hours for ABC Establishments” or “Daylight Savings Time Extension of Hours” Applicant may operate for one additional hour (that is, one hour later); (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for specific occasions, such as Inauguration or World Cup, Applicant may avail itself of such extended hours; and (c) on January 1 of each year Applicant may operate until 3 a.m.

4. Occupancy. The Establishment’s interior seating and occupancy shall not exceed the maximum capacity allowed for the building by the District of Columbia. Applicant shall post its Certificate of Occupancy in a prominent location within the Establishment.

5. Sidewalk Café. The Applicant may have outside seating in accordance with a sidewalk café endorsement to its ABC license and a duly-issued public space permit, and may serve alcoholic beverages to seated patrons in such area, provided, the total capacity for such sidewalk café shall not exceed 25 seats, nor extend beyond its current eastern boundary on P Street NW, as defined by existing fencing on the date of this Agreement. Any increase in such seating shall require approval of the District of Columbia Public Space Committee, after notice and opportunity for comment by the ANC and approval by the ABC Board. Applicant shall not serve alcoholic beverages on its sidewalk café later than thirty (30) minutes prior to the hour of termination of operation of said sidewalk café, as specified in Section 3, above. Applicant shall direct its employees to inspect the sidewalk cafe regularly.

6. Noise. Applicant shall adhere to DC Code 25-725 with respect to emanation of noise from the Establishment. Applicant shall undertake such measures as reasonably are required to preclude unreasonable disturbance to occupants of abutting residential properties from emanation of noise or vibration from the Establishment. Applicant shall not install any exterior speakers to the Establishment, and agrees that no speakers will be installed in or in any way directed to the sidewalk café.

7. Entertainment Endorsement. As part of its entertainment endorsement, Applicant states its use will be for a 1-person music entertainer, as well as Karaoke. In both instances, entertainers will use a single speaker. Applicant shall not create facilities for, advertise, or otherwise encourage dancing by patrons or employees. Any change in this plan shall require notice and opportunity for comment by the ANC and approval by the ABC Board.

8. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas twice daily for refuse and other materials. Applicant further agrees to hold all recyclable materials and perishable food waste within the building until the morning of the scheduled pick-up, with no materials or waste placed in the dumpsters between the hours of 11 pm and 7 am on weekdays, 11 pm and 8:30 am on weekends. The Applicant shall require its trash, recycling and grease removal contractors to pick up trash and materials not earlier than 7 a.m. on weekdays and 9 a.m. on weekends.

9. Rat and Vermin Control. Applicant shall provide monthly rat and vermin control for the Establishment.

10. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of, or immediately adjacent to, the Establishment during the hours of

operation and as they depart at closing. Specifically, Applicant will post an interior sign requesting that patrons leaving the establishment be respectful of their neighbors' desire for peace and quiet.

11. Parking. Applicant will discourage patrons from parking on public space by posting signs.

12. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

13. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.

14. Participation in the Community. Applicant is encouraged to send a representative from time to time to ANC 2F meetings. ANC 2F meetings occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, NW, Washington, DC 20005, except as may be specified on www.ANC2F.org.

15. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.

16. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.

17. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ROCKINGHAM CONDOMINIUM ASSOCIATION

By: Tim Hillard

Tim Hillard

By: Jeffrey Speicher

Jeffrey Speicher

By: Tarek Soueid

Tarek Soueid

By: Luke Hall-Jordan

Luke Hall-Jordan

By: Leif Redmond

Leif Redmond

LALIBELA

By: Taye Wogederes 4/17/2013

Taye Wogederes

The Rockingham

April 22, 2013

Alcoholic Beverage Regulation Administration, Adjudication Division
2000 14th Street, NW
Suite 400S
Washington, DC 20009

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE REGULATION ADMINISTRATION
2013 APR 26 P 10 23

RE: Lalibela/1415 14th St NW/License #23745

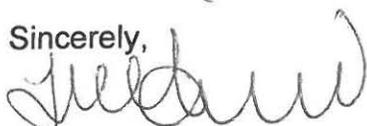
Dear Chairperson Miller:

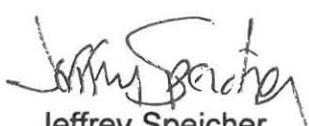
We are a group of five property owners in the Rockingham Condominium, located at 1317 Rhode Island Ave NW. The Lalibela restaurant directly abuts our western property line and all our individual units are located within 100 feet of the restaurant.

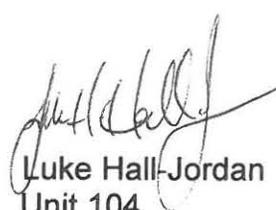
Our building association has a Voluntary Agreement on record with Lalibela (ABRA order 2007-058.) Because the co-signer of that Agreement (the Rhode Island Avenue West Neighborhood Association) is no longer active, and to be consistent with recent changes in liquor laws, we are filing a protest on the renewal of this license on the grounds that the establishment will have an adverse impact on the peace, order and quiet of our individual units and threaten our real property values.

To address these issues, we have reached a new Voluntary Agreement with Lalibela. We request the board accept this new Agreement. Upon acceptance by the board, our Protest is withdrawn.

Sincerely,


Timothy Hillard
Unit 201


Jeffrey Speicher
Unit 301


Luke Hall-Jordan
Unit 104


Leif Redmond
Unit 1


Tarek Soueid
Unit 101

1317 Rhode Island Avenue NW
Washington, DC 20005