

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

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In the Matter of:)
)
Ras Restaurant & Lounge, LLC)
t/a Ras Restaurant & Lounge)
)
Applicant for a New	Case No.	10-PRO-00166
Retailer's Class CT License	License No.	ABRA-085722
	Order No.	2011-140
)
at premises)
4809 Georgia Avenue, N.W.)
Washington, D.C. 20011)
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Ras Restaurant & Lounge, LLC, t/a Ras Restaurant & Lounge ("Applicant")

William Quirk, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 4D

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

**ORDER ON VOLUNTARY AGREEMENT AND
WITHDRAWAL OF PROTEST**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Ras Restaurant & Lounge, LLC, t/a Ras Restaurant & Lounge ("Applicant"), filed an Application for a new Retailer's Class CT License located at 4809 Georgia Avenue, N.W., Washington D.C., and Commissioner William Quirk, on behalf of ANC 4D, have entered into a Voluntary Agreement, dated February 8, 2011, 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 Commissioner William Quirk, on behalf of ANC 4D, are signatories to the Agreement. This Agreement constitutes a withdrawal of

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the Protest filed by ANC 4D of this Application.

Accordingly, it is this 23rd day of February 2011, **ORDERED** that:

1. The Restaurant & Lounge, LLC, t/a Ras Restaurant & Lounge, Applicant for a new Retailer's Class CT License located at 4809 Georgia Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The above-referenced Voluntary Agreement submitted by the Applicant and ANC 4D to govern the operations of the Applicant's establishment is **APPROVED and INCORPORATED** as part of this Order, except for the following modifications:

The following sentence in Section 1 shall be removed: "The establishment may have live music and recorded music."

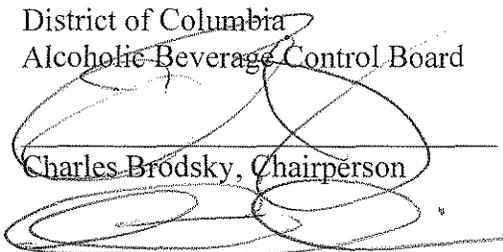
Section 8 shall be removed.

The parties have agreed to these modifications.

3. Copies of this Order shall be sent to the Applicant and ANC 4D.

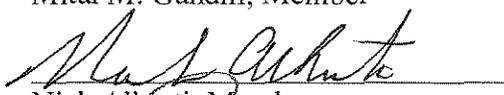
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District of Columbia
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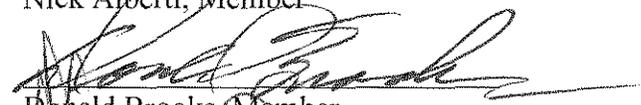


Charles Brodsky, Chairperson

Mital M. Gandhi, Member



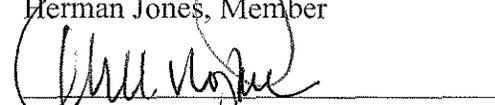
Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

VOLUNTARY AGREEMENT

Dated as of February 8, 2011

Ras Restaurant & Lounge
ABRA License Number _____
4809 Georgia Avenue, NW
Washington, DC 20011

And

Protestors, including Advisory Neighborhood Commission 4D

PREAMBLE

This Voluntary Agreement, having been adopted by a vote of the majority of the Commissioners of ANC 4D, and executed by Ras Restaurant & Lounge, (hereinafter "the Establishment") and ANC 4D and dated as indicated above, pertains to the application filed with the Alcohol and Beverage Regulation Administration. Through this Voluntary Agreement, the Parties aim to create an environment whereby the Establishment may operate as a viable contributing business at its premises within the ANC 4D community, while concurrently curtailing any adverse effects its operations could have on the surrounding neighborhood and residents.

The Establishment agrees to work regularly with ANC 4D, neighborhood associations and residents to ensure that its operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained in this Voluntary Agreement are reasonable and must become wholly integrated into the day-to-day operations of the Establishment.

The community and the Establishment understand and agree that the requirements imposed upon the Establishment, as set forth herein, are important measures to protect the safety, peace, order and quiet of the neighborhood, residents and businesses.

1. Use and Purpose of Premises Establishment will operate as a restaurant and tavern. The establishment may have live music and recorded music.

2. Public Space Cleanliness and Maintenance. Establishment shall maintain the public space adjacent to the Premises in a clean and litter-free condition. The area maintained shall include, but will not be limited to, the entirety of the adjacent sidewalk up to and including the curb/gutter and 18" in the street adjacent to the Establishment (the "Maintenance Area".) Cleanliness and maintenance of the Maintenance Area and Premises shall include, but not be limited to, the following:

- (a) Picking up and properly disposing of all trash and litter, regardless of source, a minimum of twice daily. Removing trash from the Premises or Maintenance Area and placing it on the curb between the hours of 10pm and 7am with reasonable measures being taken to prevent disturbing residential neighbors during the course of such trash pick-up, collection and removal.

- (b) Maintaining a contract with a service for regular trash, garbage and recycling removal.

3. Business Operations and Practices - General

- (a) The Establishment's "Hours of Operation" shall be

Monday	8 AM	to	2 AM
Tuesday	8 AM	to	2 AM
Wednesday	8 AM	to	2 AM
Thursday	8 AM	to	2 AM
Friday	8 AM	to	3 AM
Saturday	8 AM	to	3 AM
Sunday	8 AM	to	2 AM

- (b) The Establishment will not, directly or indirectly, sell or deliver alcohol to any intoxicated person.
- (c) The Establishment agrees to ensure that no patron shall:
 - a. Bring alcohol into the Premises from outside sources, except as provided by law; or
 - b. Exit the Establishment with alcoholic beverages.
- (d) All the Establishment's employees shall attend alcoholic beverage server training as required by DC law.
- (e) The Establishment agrees to reasonably check identification to ensure that only patrons of a legal age are served alcoholic beverages.

4. Business Operations and Practices – Security and Parking.

- (a) Establishment shall have on the Premises a minimum of one security host for every 60 patrons, whose sole responsibility is the monitoring of peace, order and quiet of the establishment and its immediate environs. An Establishment manager may be used to satisfy the requirement for one security host.
- (b) The Establishment shall take all necessary steps to prevent patron rowdiness, including refusing admission and service to, or ejecting, rowdy or unruly persons ("Disruptive Patrons"). Should any disturbance occur inside or outside the Premises where a patron is, or patrons are, required to leave, the Establishment's personnel/staff shall escort any and all other patrons ("Concerned Patrons") who request assistance as a result of their fear that they could be harmed by the Disruptive Patrons, while en route to their vehicle or a taxi, as may be appropriate and/or shall take such other measures as deemed appropriate under the circumstances, including, but not limited to, contacting the police, to see that the Concerned Patrons exit the Building and the environs safely without being harmed and to ensure that there is no additional disturbance outside the Premises when the Concerned Patrons exit.
- (c) The Establishment shall make every effort (within the law) to prohibit criminal activity inside or adjacent to the building. The Establishment shall attempt to achieve this by:
 - a. Calling the Metropolitan Police Department if illegal activity is observed:

- b. Working with the DC Metropolitan Police Department (MPD) if, in the opinion of the MPC, the operation of this Establishment has caused or is contributing to, criminal activities in the neighborhood.

5. Business Operations and Practices – Exterior.

- (a) The Establishment will install and maintain on the exterior of its Premises lighting which shall be in use from dusk until dawn every day of the year.

6. Sound, Music, Dancing and Entertainment.

- (a) The Establishment agrees to take reasonable measures, including the possibility of additional sound proofing, to minimize the level of sound emanating from the Premises. The establishment will control amplified volume levels and maintain an environment quiet enough, as provided by DC law, to allow resident enjoyment of the neighborhood.

7. Cooperation with Interested Parties

The Establishment agrees to work with ANC 4D to resolve issues arising from the Establishment's failure to fulfill its obligations under this Voluntary Agreement. If issues are raised by the community, the Establishment shall meet with ANC 4D, and all parties shall act in good faith and use reasonable judgment, to attempt to find an acceptable solution to resolve the concerns of the parties within fifteen (15) business days from written notice of the noise complaint to discuss possible steps to ameliorate the problem. Steps agreed to in writing will be implemented within ten (10) business days following the meeting or as agreed to by the parties.

8. Modifications

The Establishment shall notify ANC 4D of any application to the ABC Board for any substantial change in operations or for a change in ownership 30 days prior to the application.

9. Enforcement

The Establishment and ANC 4D agree to enter into this Voluntary Agreement and recognize that upon their joint filing of this Voluntary Agreement with the Alcoholic Beverage Regulatory Administration this Voluntary Agreement shall be incorporated into the Establishment's License and constitute a part thereof.

Establishment

Signature: Mesfin Gegziabher Date 2/8/2011
Printed Name: MESFIN GEGZIABHER
Title: PRESIDENT

Advisory Neighborhood Commission Representative:

Signature: [Signature] Date 2/8/2011
Printed Name: Bill Dolski
Title: Commissioner 4D06