

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

In the Matter of:)	
)	
Fasil Ethiopian Restaurant, LLC)	
t/a Uptown Ethiopian Fusion Cuisine)	
)	
Application for Renewal of a)	Case No.: 16-PRO-00027
Retailer's Class CR License)	License No.: ABRA-081849
)	Order No.: 2016-417
at premises)	
1608 7 th Street, N.W.)	
Washington, D.C. 20001)	

Fasil Ethiopian Restaurant, LLC, t/a Uptown Ethiopian Fusion Cuisine (Applicant)
Alexander M. Padro, Commissioner, Advisory Neighborhood Commission (ANC) 6E

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

**ORDER ON SECOND AMENDMENT TO SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 6E'S PROTEST**

The Application filed by Fasil Ethiopian Restaurant, LLC, t/a Uptown Ethiopian Fusion Cuisine (Applicant), for renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 16, 2016, and a Protest Status Hearing on June 15, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that The Applicant and ANC 6E have entered into a Settlement Agreement (Agreement), dated June 5, 2009, and an Amendment to Settlement Agreement (Amendment), dated June 2, 2010, that governs the operation of the Licensee's establishment.

This matter comes now before the Board to consider the Parties' a Second Amendment to Settlement Agreement (Second Amendment), dated June 6, 2016, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Alexander M. Padro, on behalf of ANC 6B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6E of this Application.

Accordingly, it is this 29th day of June, 2016, **ORDERED** that:

1. The Application filed by Fasil Ethiopian Restaurant, LLC, t/a Uptown Ethiopian Fusion Cuisine, for renewal of its Retailer's Class CR License, located at 1608 7th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6E in this matter is hereby **WITHDRAWN**;
3. The above-referenced Second Amendment to 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:

Under Reducing Negative Impacts on Neighborhood Section – The term “sway” shall be replaced with the term “away.”

Under Reducing Negative Impacts on Neighborhood Section – The tenth bullet point shall be modified to read as follows: “The sound levels on the controls of the Establishment's sound systems on both the first and second floors shall not exceed a level of intensity that could be heard emanating from the Establishment, at any time, audible from the sidewalk in front of the Establishment or anywhere outside the building. Licensee shall comply with section 25-725 of Title 25 of the DC Code.”

Under the Loitering and Criminal Activity Section – In the third bullet point, the phrase “and Protestant” shall be removed.

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 6E.

District of Columbia
Alcoholic Beverage Control Board

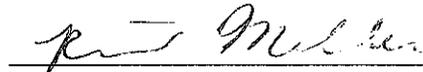
Donovan Anderson, Chairperson



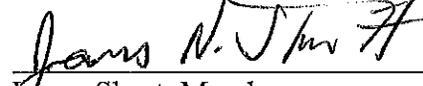
Nick Alberti, Member



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).

**Amendment to Settlement Agreement between ANC 6E
and
Fasil Ethiopian Restaurant LLC
t/a
Uptown Ethiopian Fusion Cuisine**

This Amendment to the Settlement Agreement ("Agreement") is entered into this 6th day of June, 2016, by and between Fasil Ethiopian Restaurant LLC t/a Uptown Ethiopian Fusion Cuisine ("Licensee"), and Advisory Neighborhood Commission 6E ("Protestant").

Preamble

Through this Agreement, both parties aim to create an environment whereby the Licensee may operate as a viable contributing business to the ANC 6E community, while concurrently curtailing any adverse effects the Licensee could have on the surrounding neighborhood. This Agreement applies to the Licensee's Class "CR" license with an Entertainment Endorsement, which permits a DJ.

The Applicant agrees to collaborate with the ANC, neighborhood associations, and residents to ensure the business' operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained herein are reasonable and must be wholly integrated into the day-to-day operations of the business establishment.

Witnessed

Whereas, Licensee's premises are within the boundaries of ANC 6E; and

Whereas, the parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board approve the amendments to the current settlement agreement.

Whereas, the parties wish to state their mutual intent and commitment to promote the success, peace, order, and quiet of the community; both parties recognize the importance of commercial districts (and limited commercial operations within residential districts) and their adjacent neighborhoods so that they are safe and clean.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties Agree As Follows:

• **Recitals Incorporated.**

The recitals set forth above are incorporated herein by reference.

• **Reducing Negative Impacts on Neighborhood**

- In addition to the requirements of this Agreement, Licensee will operate in compliance with all applicable laws and regulations.

- Applicant agrees to place signage inside the establishment asking customers to exit the establishment in a quiet and orderly manner. Said signage shall bear the following language: "QUIET, PLEASE! This is a residential neighborhood. Please be mindful of our neighbors who are sleeping as you exit at night." In addition, Licensee will make announcements at last call and prior to closing stating the same on both the first and second floors of the establishment.
 - Licensee shall cease all forms of entertainment 15 minutes prior to closing every night. On Sunday-Thursday, entertainment shall cease at 1:45 am and on Friday-Saturday, entertainment will cease at 2:45 am.
 - Licensee shall clean up the sidewalk outside the entrance to the establishment at closing time on a daily basis and remove all trash and debris.
 - Licensee shall not allow the entrance door and doors to each floor connecting the entrance hallway and staircase to remain open when entertainment is being offered.
 - Licensee shall ensure that the door to the second floor balcony on the south side of the building remains closed at all times and that no staff or customers are allowed on the balcony at any time. The balcony shall not be used as a smoking area at any time.
 - The rear entrance door shall remain closed during hours of operation. Neither staff nor customers shall smoke at or near the alley entrance to the establishment at any time.
 - All windows on the alley side of the establishment's building shall remain closed during hours of operation.
 - Audio equipment, including speakers of all types, shall not be placed near the front windows and doors of the establishment. Speakers on the first floor of the establishment shall be oriented so that sound is directed away from the front windows and doors.
 - The sound levels on the controls of the establishment's sound systems on both the first and second floors shall not exceed "10" at any time in order to ensure that sound generated by entertainment cannot be heard from the sidewalk outside of the entrance to the establishment.
 - Licensee shall not dump kitchen refuse, grey water, or grease into alley. Kitchen ventilation system shall be cleaned in a manner that does not splatter any grease or water onto neighboring properties.
- **Sales of Alcohol**
 - Licensee shall not deliver alcohol to any intoxicated person, or to any person of intemperate habits, and/or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by the District of Columbia Metropolitan Police Department (MPD) for any alcohol-related crime three times or more in any one year and who has been so identified by the MPD by giving a photo and name to the licensee.
 - Licensee shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patrons must produce valid proof of age. These specific sales restrictions shall be posted on signs in the establishment.

• **Loitering and Criminal Activity**

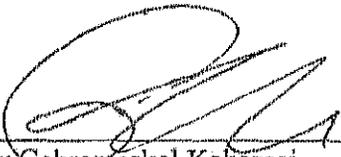
- Licensee agrees to ask loiterer(s) to be quiet at night or move on whenever they are observed outside the establishment or upon a patron's complaint about such loiterers;
- Licensee shall contact MPD:
 - If noisy nighttime loiterer(s) refuse(s) Licensee's request to move on within ten minutes of the request, or
 - Within ten minutes of patron complaint if Licensee is unable to ask the loiterer(s) to disperse directly;
 - If illegal activity is observed.
- Licensee shall keep a written record of dates and times (i.e. a log) when the MPD has been called for assistance. Applicant's log shall be provided to ABRA and Protestant upon request.
- Licensee shall coordinate with property owner to maintain adequate and functional security lighting at the front and rear of the establishment's building to discourage criminal activity at or within the immediate environs of the premises during business hours.

• **Cooperation with Community and ANC**

- Applicant is encouraged to attend Single Member District (SMD) meetings and Police Service Area (PSA) meetings, if held, to the best of their ability. Protestant agrees to notify Licensee of such meetings, if held, to the best of their ability via newsletters and e-mail list subscriptions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date noted above.

LICENSEE:



By Gebremeskel Kahassai
for Fasil Ethiopian Restaurant, LLC
t/a Uptown Ethiopian Fusion Cuisine

Date: 08/08/2018

PROTESTANT:



By: Commissioner Alexander M. Padro
For Advisory Neighborhood Commission 6E

Date: 08/08/16