

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

<hr/>	)	
<b>In the Matter of:</b>	)	
	)	
Zenebech Restaurant, LLC	)	
t/a Zenebech Restaurant	)	
	)	
Applicant for a New	)	License No.: ABRA-106670
Retailer's Class CR License	)	Order No.: 2017-383
	)	
at premises	)	
2420-2422 18th Street, NW	)	
Washington, D.C. 20009	)	
<hr/>	)	

Zenebech Restaurant, LLC, t/a Zenebech Restaurant (Applicant)

Amir Irani, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Jake Perry, Member  
Donald Isaac, Sr., Member

---

**ORDER ON SETTLEMENT AGREEMENT**

---

The official records of the Alcoholic Beverage Control Board (Board) reflect that Zenebech Restaurant, LLC, t/a Zenebech Restaurant (Applicant), Applicant for a new Retailer's Class CR License, located at 2420-2422 18th Street, NW, Washington, D.C., ANC 1C and KCA have entered into a Settlement Agreement (Agreement), dated July 5, 2017, 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; Commissioner Amir Irani, on behalf of ANC 1C; and Denis James, on behalf of KCA; are signatories to the Agreement.

Accordingly, it is this 12th day of July, 2017, **ORDERED** that:

1. 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
2. Copies of this Order shall be sent to the Applicant, ANC 1C, and KCA.

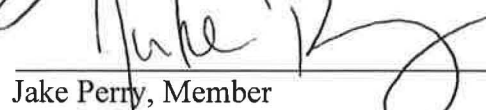
District of Columbia  
Alcoholic Beverage Control Board

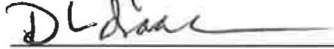
  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
James Short, Member

  
\_\_\_\_\_  
Jake Perry, Member

  
\_\_\_\_\_  
Donald Isaac, Sr., 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 14<sup>th</sup> 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).

**SETTLEMENT AGREEMENT CONCERNING  
ISSUANCE OF NEW LICENSE FOR ALCOHOLIC BEVERAGES**

5/26

**NEW AGREEMENT**, made this \_\_\_\_ day of July, 2017, by and between Zenebech Restaurant, LLC (hereinafter "Applicant"), Advisory Neighborhood Commission 1C (hereinafter "ANC 1C"), and the Kalorama Citizens Association (hereinafter "KCA"), witnesseth:

**Whereas**, Applicant has applied for a class CR license (No 106670) to be located at 2420- 2422 18<sup>th</sup> St. NW, Washington DC,

**Whereas**, The restaurant is located within the boundaries of ANC 1C and is within the membership boundaries of the KCA.

**Whereas**, the parties desire to enter into an Agreement whereby applicant will agree to adopt certain measures to address concerns of ANC 1C and KCA and to include this Agreement as a formal condition of its application, and ANC 1C and KCA will agree to the approval of such license provided that such Agreement is incorporated into the Board's order approving such application.

**Now, therefore**, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

**1. Nature of Establishment**

At all times, the Applicant shall operate with the primary purpose of food preparation and consumption. Applicant shall maintain a menu featuring, but not limited to, a selection of hot, cooked food items. Menus with food selections will be offered to patrons. The kitchen shall be staffed and maintained, open and operational, with cooked food menu items available at all times until one (1) hour before closing.

Applicant shall keep on hand sufficient food supplies to fulfill menu items, with staff to serve them, at all times when the establishment is open for business.

**2. Hours of Operation**

Inside:

Sunday through Thursday: 9:00 am – 1:00 am

Friday and Saturday: 9:00 am – 2:00 am

Sidewalk Café:

Sunday through Thursday: 9:00 am – 11:00 pm

Friday and Saturday: 9:00 am – 12:00 am (midnight)

*(interior only)*

Provided that Applicant may operate for one (1) additional hour on: (a) days designated by the DC ABC Board as “Holiday Extension of Hours,” “Daylight Savings Time Extension of Hours” or “Inaugural Week” (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours for special events (such as World Cup); and (c) on January 1 of each year.

*SL*  
*MD*  
*KJ*  
*7.5.17*

Applicant agrees to announce last call 35 minutes before closing, sell no alcohol within 25 minutes before closing and that all alcohol will be cleared and patrons will exit before closing.

It is understood between the parties that the 9:00 am opening time is not a requirement, but may be used at the discretion of the Applicant.

For the Sidewalk Cafe, patrons will be provided adequate seating for the approved occupancy, and the cafe will abide by all public space regulations.

**3. Occupancy**

Interior capacity will not exceed the interior seating capacity as specified in the Certificate of Occupancy: 83.

For purposes of this Alcoholic Beverage Control license application, the ANC and KCA agree in principle to a sidewalk cafe with maximum occupancy of 20 patrons; provided, however, that such café be established and operated in conformance with the ANC’s “Proposed Guidelines for Use of Public Space Following New Streetscape Construction,” as such Guidelines may be relaxed upon the ANC’s

consideration of applicant's public space permit application presently pending before the Public Space Committee of the District's Department of Transportation .

#### **4. Noise**

Applicant acknowledges familiarity with and agrees to comply with all applicable noise-control provisions of District of Columbia law and regulations. Applicant expressly agrees:

- a.) to prevent emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code section 25-725. Further the Applicant agrees to abide by all relevant provisions of the D.C. Noise Control Act of 1977 (D.C. Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.
- b.) Applicant agrees not to place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.
- c.) Sound from inside will not be audible in residential housing units.

#### **5. Trash/Garbage/Rodents**

- a.) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains clean. 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 food sources for rodents and help eliminate the rat population.
- b.) Applicant agrees to segregate and recycle bottles and glass refuse from trash and agrees to make all reasonable efforts to minimize noise associated with the disposal of bottles and glass refuse in the outside trash dumpsters between the hours of 11:00 p.m. and 8:00 a.m.
- c.) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisements in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.
- d.) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.

#### **6. Exterior including public space**

- a.) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to

remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

b.) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

**7. Third Party Events**

Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.

**8. Bar/Pub Crawls**

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

**9. Consideration of Neighbors**

Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise down from 11:00 p.m. to 8:00 a.m.

**10. Modification**

This Agreement can be modified only by the ABC Board, by mutual agreement of all the parties with the approval of the ABC Board, or as required by District law. In the case of ANC IC, any modification must

be approved by a majority of the commissioners at a duly noticed public meeting, a quorum being present.


**11. Regulations**

In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude ANC or KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

**12. Availability of Settlement Agreement**

Applicant agrees to keep available at all times a copy of this Agreement at its establishment and shall familiarize all employees with its conditions.

FOR Zenebech Restaurant, LLC,

  
Signature \_\_\_\_\_ Date 7/5/17

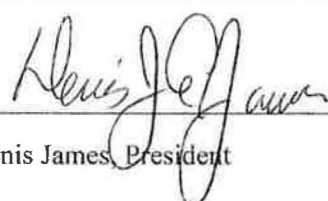
Michael Demissie, Managing Member

FOR ANC 1C

  
Signature \_\_\_\_\_ Date 7/5/17

Amir Irani, Commissioner ANC 1C01

FOR KALORAMA CITIZENS ASSOCIATION

  
Signature \_\_\_\_\_ Date 7.5.2017  
Denis James, President