

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

In the Matter of:)

Meklit, LLC)
t/a Sankofa Café)

Holder of a)
Retailer's Class CT License)

at premises)
2714 Georgia Avenue, NW)
Washington, D.C. 20001)

License No.: ABRA-118499

Order No.: 2023-093

Meklit, LLC, t/a Sankofa Café, Applicant

Brian Footer, Chairperson, Advisory Neighborhood Commission (ANC) 1E

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Meklit, LLC, t/a Sankofa Café (Licensee), and ANC 1E have entered into a Settlement Agreement (Agreement), dated February 22, 2023, that governs the operations 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 Chairperson Brian Footer, on behalf of ANC 1E, are signatories to the Agreement.

Accordingly, it is this 1st day of March 2023, **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 1E.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com

Donovan Anderson

Key: ac432b6c86d5f0e4e736060d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com

James Short

Key: 547e073f923e6e8b1e0325d2940e

James Short, Member

eSigned via SeamlessDocs.com

Bobby Cato

Key: 25b03fca02e196a7f4075bf7917d20f

Bobby Cato, Member

eSigned via SeamlessDocs.com

Rafi Aliya Crockett, Member

Key: 1e60e8184e11e0401e15b0c12081e

Rafi Crockett, Member

eSigned via SeamlessDocs.com

Jeni Hansen, Member

Key: 8272901500447433506e2a4800

Jeni Hansen, Member

eSigned via SeamlessDocs.com

Edward S. Grandis, Member

Key: 8627bda7f6f0945ee14adeb52541e05

Edward S. Grandis, 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 II 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).



ADVISORY NEIGHBORHOOD COMMISSION 1E

2605 SHERMAN AVE, NW
WASHINGTON, DC 20001
ANC1E.ORG
1E@ANC.DC.GOV

COMMISSIONERS

Brad Gallagher
1E01@anc.dc.gov

Bobbie Lancaster
1E02@anc.dc.gov

Michael Wray
Treasurer
1E03@anc.dc.gov

Rashida Brown
Vice Chair
1E04@anc.dc.gov

Phillip Newland
1E05@anc.dc.gov

Josh Jacobson
Secretary
1E06@anc.dc.gov

Brian Footer
Chair
1E07@anc.dc.gov

SETTLEMENT AGREEMENT

THIS VOLUNTARY AGREEMENT "Agreement" is made on this 22 day of February 2023, by and between Melkite, LLC ("Applicant") and the Advisory Neighborhood Commission 1E ("Protestant") collectively, ("the Parties").

WITNESSETH

WHEREAS, Applicant has applied for a Retailer's Class "C" Tavern License for a business establishment ("Establishment"), Sankofa Cafe, located at 2714 Georgia Avenue, N.W., Washington, D.C. ("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 are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such 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 provisions set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

- 1. Recitals Incorporated.** The provisions set forth above are incorporated herein by reference.
- 2. Nature of the Business.** The Establishment will be a book store and tavern with a total occupancy of 136 seats, 83 seats indoors and 53 seats on the summer garden located at the front of the premises. Any change from this model shall be considered by both Parties to be a substantial change in operation.
- 3. Hours of Operation and Sales.** The Applicant's hours of operation inside of the premises shall be as follows:

Sunday through Thursday 7:00 a.m. – 2:00 a.m.
Friday and Saturday 7:00 a.m. – 3:00 a.m.

The Applicant's hours of alcoholic beverage sales, service, and consumption inside of the premises shall be as follows:

Sunday through Thursday 11:00 a.m. – 2:00 a.m.
Friday and Saturday 11:00 a.m. – 3:00 a.m.

The Applicant's hours of operation for the summer garden (front of the premises only) shall be as follows:

Sunday through Thursday 8:00 a.m. – 12:00 a.m.
Friday and Saturday 8:00 a.m. – 12:00 a.m.

The Applicant's hours of alcoholic beverage sales, service and consumption for the summer garden (front of the premises only) shall be as follows:

Sunday through Thursday 11:00 a.m. – 12:00 a.m.

Friday and Saturday 11:00 a.m. – 12:00 a.m.

4. **Floors Utilized and Occupancy.** The Applicant will operate its Establishment on the ground floor of the building and the summer garden located at the front of the premises. The Establishment will have no more patrons than permissible by DC Code and Fire regulations.
5. **Noise, Entertainment and Privacy:** 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 Establishment and summer garden that impacts abutting residential properties that may be heard within those surrounding homes.

Notwithstanding coronavirus (COVID-19) standards required by the Government of the District of Columbia, the Applicant agrees to keep its doors and windows closed when live music is being played at the Establishment or other entertainment where an amplifier is in use. If necessary, the Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry and exit doors.

The Applicant may offer recorded background music, television, radio, and similar programs for listening inside the premises so long as such activity does not generate sounds that may be heard in a residence with its windows and doors closed.

The Applicant is permitted to host events such as book readings, book signings, panel discussions, movie nights, and other events so long as amplified noise from the event is not heard in a residence with its windows and doors closed.

The use of speakers and other sound amplification devices are prohibited in outdoor seating areas. While the licensee is free to apply for an entertainment endorsement if it chooses, the licensee shall not offer live band or disc jockey entertainment at any time except when the public street by the establishment is closed.

The 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), curb and abutting public spaces and alley clean and free of litter, bottles and other debris in compliance with D.C. Code and Municipal Regulations §21-702. Applicant shall police these areas sufficiently during operating hours 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 the area around the dumpster is kept clean at all times and the dumpster is placed such as it does not encroach on 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 community, the ANC, or the Board. Applicant shall have the Establishment and area around the Premises properly cleaned at the end of each night to ensure that there is no garbage and odor present the following morning.
8. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to Protestants that it shall abide by all ABRA regulations regarding the ownership of the license and all other provisions applicable to liquor licenses, and agrees that the Protestants shall have standing to ask the ABC Board to enforce any violations of the Agreement.

9. **Notice and Opportunity to Cure.** In the event that any of the Parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach and diligently pursues such cure) then such failure shall constitute a cause for the ANC to file a complaint with the ABRA Board pursuant to D.C. Official Code § 25-447 and 25-446(e). Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, returned receipt requested, postage prepaid, or hand delivered, to the other parties pursuant to this Agreement at the following addresses. Notice shall be deemed given at the time of the receipt or refusal of the receipt:

If to Applicant:
Meklit, LLC
Sankofa Cafe
2714 Georgia Avenue, NW
Washington, DC 20010



Demissie Belachew
Owner
Meklit, LLC
Sankofa Cafe

If to Applicant:
Advisory Neighborhood
Commission 1E
2605 Sherman Ave, NW
Washington, DC 20001



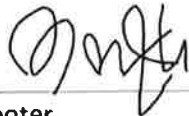
Phillip Newland
Commissioner, SMD 1E05
Advisory Neighborhood Commission 1E
District of Columbia Government

Failure to give notice shall not constitute a waiver or acquiesce to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

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Certification:

After providing sufficient notice for and with a quorum of 6 present at its February 22, 2023 meeting, Advisory Neighborhood Commission 1E voted, with 6 Yeas, 0 Nos, and 0 Abstentions, to adopt the above resolution.



Brian Footer
Chairperson, ANC 1E



Josh Jacobson
Secretary, ANC 1E