

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

In the Matter of:)
)
ZMBE, LLC)
t/a Axum Restaurant)
)
Applicant for a New)
Retailer's Class CR License)
)
at premises)
1934 9th Street, NW)
Washington, D.C. 20001)
)

Case No.: 22-PRO-00006
License No.: ABRA-119716
Order No.: 2022-161

ZMBE, LLC, t/a Axum Restaurant, Applicant

James Turner, Chairperson, Advisory Neighborhood Commission (ANC) 1B, Protestant

Evan Schlom, Abutting Property Owner, Protestant

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by ZMBE, LLC, t/a Axum Restaurant (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 7, 2022, and a Protest Status Hearing on March 16, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 1B, and Evan Schlom entered into a Settlement Agreement (Agreement), dated April 4, 2022, that governs the operations of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson James Turner, on behalf of ANC 1B; and Evan Schlom; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 1B and Evan Schlom.

Accordingly, it is this 20th day of April 2022, **ORDERED** that:

1. The Application filed by ZMBE, LLC, t/a Axum Restaurant, for a new Retailer's Class CR License, located at 1934 9th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protests of ANC 1B and Evan Schlom in this matter are hereby **WITHDRAWN**;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 Parties.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: a70c8e9e3e3579e4b73009d1d078

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 347e273f920e7e7a1a000e8299e2

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 25e23faa1e146174d75b-47917d208

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: 8500e01945e17de4016155e5c12f1cc

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172931f0509447491b55f9c2a418f8

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5927b4d7f8f040e114adeb52541ce5

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).

**Settlement Agreement Concerning
License ABRA-119716
ZMBE, LLC, t/a/ AXUM Restaurant
1934 9th Street NW**

THIS AGREEMENT is made and entered into this April day of 04, 2022, by and between ZMBE, LLC, t/a AXUM Restaurant (“Applicant”), Advisory Neighborhood Commission 1B (“ANC”), and abutting property owner Evan Schlom (together with ANC, “Protestants”).

RECITALS

WHEREAS, Applicant has filed an application for a new Retailer’s Class C Restaurant License (ABRA-119716) (“License”) for a business Establishment located at 1934 9th Street NW (the “Establishment”) with an Entertainment Endorsement;

WHEREAS, in recognition of the Alcoholic Beverage Control Board’s (“Board”) policy of encouraging parties to a liquor licensing proceeding to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement (the “Agreement”) whereby (1) Applicant will agree to adopt certain measures to address Protestants’ concerns and to include this Agreement as a formal condition of its request, and (2) Protestants will agree to withdraw their protests of the License application, provided that such an agreement is incorporated into the Board’s order granting the License;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

music or amplified sound is audible from the exterior of the Establishment

- e. Amplified speakers used in the interior must be on stands, raised, and/or mounted to reduce vibrations. No speakers shall be mounted to, or placed against, the southern wall of the establishment.
- f. Applicant's front door shall remain closed (not propped open), other than for routine ingress and egress, after 7:00 p.m. daily.
- g. Applicant shall inform its patrons by signage or other means, including staff members or security personnel, that residences are in proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment.
- h. Applicant shall receive deliveries only between 7:00 a.m. and 7:00 p.m., Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.
- i. Applicant's security manager on duty, or their designee, shall be responsible for handling any noise issue complaints from the neighbors. This person will carry a cell phone designated for this purpose and the ANC shall be given this number to distribute to the neighboring residents.

4. Trash and Odors

- a. Applicant shall take reasonable measures to ensure that the areas immediately adjacent to the Establishment are kept in a clean and litter-free condition.
- b. Applicant is encouraged to work with the ANC towards solutions for removing dumpsters and grease barrels from public space on site and collectively in surrounding block.
- c. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in closed containers that are resistant to vermin, leaks, and odors
- d. Applicant shall deposit trash and garbage only in rodent resistant dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- e. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- f. Applicant shall arrange for trash and recycling collection a minimum of two (2) times per week. If and when needed, Applicant will increase trash and recycling collections at the Establishment to three (3) times per week.

- g. Applicant shall not allow trash or recyclable disposal or collection between the hours of 10:00 p.m. and 7:00 a.m.
- h. Applicant shall keep the exterior (including immediately adjacent portions of the alley way) of the Establishment free of litter, bottles, chewing gum, trash, and other debris.
- i. Applicant shall take reasonable, necessary actions to mitigate odors emanating from the Establishment, including, if necessary, installing and maintaining high- efficiency grease extracting kitchen exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external emission of odors.

5. Rat and Vermin Control

- a. Applicant shall instruct an employee to ensure that the areas immediately adjacent to the premises, including the sidewalk and alley abutting the premises and around its dumpster, are swept and trash and other waste are removed from the ground at the end of operations to help eliminate potential attractions for rodents, pests, and other vermin.
- b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of one (1) time per quarter and shall maintain recommended pest control measures.

6. Security and Queuing

- a. Applicant shall make reasonable efforts to reduce the potential for patrons queuing to enter the Establishment. Applicant shall maintain rope and stanchions for patrons queuing to enter the establishment. Applicant shall make reasonable efforts to minimize the queue's impact on the public space, including having an employee stationed outside to monitor patrons waiting in the queue.
- b. Applicant shall take all reasonable steps to minimize problems of illegal drugs and public drinking, including, by having a sufficient number of trained employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Establishment; and maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.
- c. Applicant shall maintain ownership and control of the Establishment, including patrons' ingress and egress, staff of the establishment, including any bar and security staff. Under no circumstances shall Applicant permit a third-party or promoter to be responsible for

providing security or maintaining control over the establishment's existing security personnel.

7. Parking

- a. Applicant shall discourage its employees from parking their vehicles illegally, on streets signed with parking restrictions, including time-limited parking and resident-only parking.
- b. Applicant shall encourage vendors and contractors to park legally, and, as reasonably necessary, work with DDOT, DPW or the appropriate agency to resolve issues related to illegal parking by its vendors and contractors.
- c. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation or walking.

8. Compliance with Regulations.

- a. Applicant shall comply with regulations of the Board, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the License.

9. Termination of Prior Agreements

- a. Upon the Board's approval of this Agreement, any and all prior agreements between the parties, including between Applicant and the ANC, shall be terminated.

10. Binding Effect

- a. This Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

11. Agreement Available Upon Demand

- a. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors upon request.

12. Notices.

- a. Notices shall be provided by email, U.S. Mail or hand-delivery as follows:

If to ANC:

Advisory Neighborhood Commission 1B
2000 14th Street, NW, Suite 100B
Washington, DC 20009
1b@anc.dc.gov

If to Abutting Property Owner:

Evan Schlom
1932 9th Street NW, Apt. 302
Washington, DC 20001
evan.schlom@gmail.com

If to Applicant:

AXUM Restaurant
1934 9th Street NW
Washington, DC 20001
Attn: Mulugeta Michael
mulurmichael@gmail.com

- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Applicant and Protestants, Applicant hereby agrees to aforementioned covenants and Protestants agree to withdraw their protests of Applicant's ABC License Application, provided that this Agreement is incorporated into the Board's order granting the Renewal, the granting of which is conditioned upon compliance with this Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

PROTESTANTS:

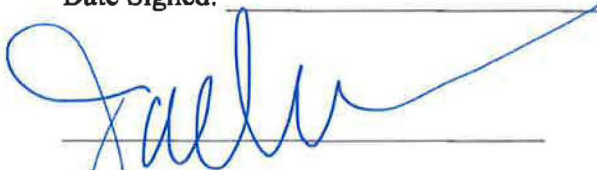


Evan Schlom, Abutting Property Owner

Date Signed: 4/4/2022

Daniel Orlaskey, Commissioner, ANC 1B02

Date Signed: 



James Turner, Chair, ANC 1B

Date Signed: April 9, 2022

APPLICANT:

ZMBE, LLC



Print Name/Title: Mulogeta Michael

Date Signed: April 04 / 2022

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

In the Matter of:)

Po Boy Jim, LLC)
t/a Po Boy Jim 2)

Applicant for a New)
Retailer's Class CR License)

at premises)
1934 9th Street, NW)
Washington, D.C. 20001)

Case No.: 17-PRO-00021
License No.: ABRA-105468
Order No.: 2017-391

Po Boy Jim, LLC, t/a Po Boy Jim 2 (Applicant)

James Turner and Brad Gudzinis, Commissioners, Advisory Neighborhood Commission (ANC)
1B

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 1B'S PROTEST**

The Application filed by Po Boy Jim, LLC, t/a Po Boy Jim 2 (Applicant), for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 15, 2017, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 1B entered into a Settlement Agreement (Agreement), dated June 21, 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 and Chairperson James Turner and Commissioner Brad Gudzin, on behalf of ANC 1B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 1B.

Accordingly, it is this 19th day of July, 2017, **ORDERED** that:

1. The Application filed by Po Boy Jim, LLC, t/a Po Boy Jim 2, for a new Retailer's Class CR License, located at 1934 9th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 1B 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;
4. The Applicant shall submit the security plan required by the Settlement Agreement within thirty (30) days from the date of this Order;
5. The Applicant shall install security cameras required by the Settlement Agreement within thirty (30) days from the date of this Order; and
6. Copies of this Order shall be sent to the Applicant and ANC 1B.

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 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).

**Settlement Agreement Concerning Issuance of
License ABRA-105468 to
Po Boy Jim, LLC, t/a Po Boy Jim 2,
1934 9th St NW**

THIS AGREEMENT, made and entered into this 21st _____ day of June _____, 2017, by and between Po Boy Jim, LLC, t/a Po Boy Jim 2 (“Applicant”) and ANC 1B (“ANC”) witnesses.

RECITALS

WHEREAS, the Applicant has filed an application for a License Class CR (ABRA-105468) (“License”) for a business establishment located at 1934 9th St NW (“Establishment”); and the application is currently pending before the District of Columbia Alcoholic Beverage Regulation Administration (“Board”); and

WHEREAS, in recognition of the Board’s policy of encouraging parties to a liquor licensing proceedings to settle their differences by reaching settlement agreements, by their signatures below, the parties hereto desire to enter into a settlement agreement whereby (1) Applicant will agree to adopt certain measures to address concerns and to include this agreement as a formal condition of its application, and (2) ANC will agree to the issuance of the License provided that this agreement is incorporated into the Board’s order issuing the License, which License is conditioned upon compliance with this agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment.
 - a. Applicant will operate and manage a Class CR Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class.
 - b. The Establishment shall be a restaurant with an emphasis on food. Food service will be available at all times that alcoholic beverages are served, except that food service may end one hour prior to closing.
 - c. Establishment shall operate on the ground and second floors.
 - d. Establishment shall not charge a cover charge.
 - e. Establishment shall not have a designated dance floor. Applicant shall not market, advertise, or promote dancing.

- f. Establishment shall not have outside operation or service after 10 p.m. Sunday through Thursday.
 - g. Establishment shall not occupy public space.
 - h. Establishment shall have a maximum of 124 occupants. Applicant shall post its Certificate of Occupancy in public view at all times.
2. Hours of Operation. Establishment's permitted hours shall be as follows:
- a. Hours of operation, and selling, serving, and consuming alcohol:

Day	Not Earlier Than	Not Later Than
Sunday	11:00 a.m.	2:00 a.m.
Monday	11:00 a.m.	2:00 a.m.
Tuesday	11:00 a.m.	2:00 a.m.
Wednesday	11:00 a.m.	2:00 a.m.
Thursday	11:00 a.m.	2:00 a.m.
Friday	11:00 a.m.	3:00 a.m.
Saturday	11:00 a.m.	3:00 a.m.

- b. Hours of live entertainment:

Day	Not Earlier Than	Not Later Than
Wednesday	11:00 a.m.	10:00 p.m.
Thursday	11:00 a.m.	2:00 a.m.
Friday	11:00 a.m.	2:00 a.m.
Saturday	11:00 a.m.	2:00 a.m.

3. Noise.

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25. Sound, noise, or music emanating from the Establishment shall not be heard beyond the property boundary of the Establishment.
- b. Applicant shall take all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises, including, but not limited to, making architectural modifications to the Establishment.

- c. Exterior doors and windows shall not remain open after 10:00 p.m. when music or amplified sound is playing.
- d. Applicant shall post a conspicuous sign at each exit advising patrons and guests to depart quietly. Pursuant to D.C. Official Code § 22-1321, “[i]t is unlawful for a person to make an unreasonably loud noise between 10:00 p.m. and 7:00 a.m., that is likely to annoy or disturb one or more other persons in their residences.”
- e. Applicant shall receive deliveries only between 7:00 a.m. and 7:00 p.m., Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.

4. Trash and Odors.

- a. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in containers that are impervious to vermin, leaks, and odors.
- b. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- c. Applicant shall arrange for trash and recycling collection a minimum of 3 times per week
- d. Applicant shall arrange for grease removal a minimum of once per month.
- e. Applicant shall not allow trash or recyclable materials, including bottles and cans, to be disposed outdoors between the hours of 11 p.m. and 7 a.m. and shall not allow trash collection to occur during these hours.
- f. Applicant shall keep the exterior of the Establishment free of litter, bottles, chewing gum, trash, and other debris, and shall power wash outdoor areas where trash, recyclable materials, and grease are stored a minimum of 2 times per month.
- g. Applicant shall not emit objectionable odors. Applicant shall take all reasonable actions to mitigate odors emanating from the Establishment, including, but not limited to, installing and maintaining high-efficiency grease extracting kitchen exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external emission of odors.

5. Rat and Vermin Control.

- a. Applicant shall eliminate potential attractions for rodents and other pests, including exterior sources of food, standing water, and shelter locations.
 - b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of once per quarter and shall maintain recommended pest control measures.
6. Security.
- a. Applicant shall submit to the Board a security plan that identifies security personnel, security camera locations, and measures to mitigate exterior queuing and loitering.
 - b. Applicant shall contract with a licensed security alarm company to install and maintain security cameras on exterior of Establishment. Applicant shall ensure cameras continuously record exterior doors and exterior areas of Establishment adjacent to public space, and shall retain footage recorded a minimum of 30 days for inspection by law enforcement officers and Board representatives upon request.
 - c. Applicant shall apply to participate in the Reimbursable Detail Subsidy Program beginning at 11:30 p.m. and ending no sooner than one hour after closing when live entertainment is provided. Applicant shall apply a minimum of 30 days in advance and shall comply with terms of participation in the program.
7. Compliance with Regulations. Applicant shall comply with regulation of the Board, Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the License.
8. Binding Effect. This Agreement shall be binding upon and enforceable against the successors of the Applicant during the term of the License to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.
9. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

10. Notices.

- a. Notices shall be provided by email, U.S. Mail or hand-delivery as follows:

If to ANC:

Advisory Neighborhood Commission 1B
2000 14th St., NW, Suite 100B
Washington, DC 20009
1b@anc.dc.gov

If to Applicant:

Po Boy Jim, LLC, t/a Po Boy Jim 2
1934 9th St NW
Washington, DC 20001

- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to aforementioned covenants and ANC agrees to the issuance of the Class CR license to Applicant, and withdraws its protest, provided that this agreement is incorporated into the Board's order issuing a Class CR license, the issuance of which is conditioned upon compliance with this Settlement Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ANC:

Advisory Neighborhood Commission 1B



Brad Gudzin, representative for ANC 1B

Date Signed: 06/21/2017

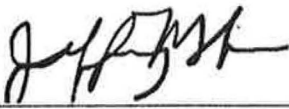


James Turner, Chair, ANC 1B

Date Signed: 7-6-17

APPLICANT:

Po Boy Jim, LLC, t/a Po Boy Jim 2

By: 

Jeffery Miskiri
Print Name/Title: partner

Date Signed: 06/21/2017