

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:)	
)	
Cafe Bistro MED, LLC)	
t/a Cafe 8)	
)	
Holder of a)	
Retailer's Class CR License)	License No.: ABRA-077797
)	Order No.: 2023-691
at premises)	
424 8th Street, SE)	
Washington, D.C. 20003)	

Cafe Bistro MED, LLC, t/a Cafe 8, Applicant

Edward Ryder, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Cafe Bistro MED, LLC, t/a Cafe 8 (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated December 1, 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 Applicant and Chairperson Edward Ryder, on behalf of ANC 6B, are signatories to the Agreement.

Accordingly, it is this 6th day of December 2023, **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;
2. This Settlement Agreement replace and supersede all previous Settlement Agreements between the Parties; and
3. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamusDocs.com
Donovan Anderson
Key: ac43cb06b6d5f09e4b730003d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamusDocs.com
James Short
Key: 547ae373f820d66ac8d1b332dd2049ec

James Short, Member



Silas Grant, Jr., 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 and Cannabis 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 BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B

and
Café Bistro MED, LLC
d/b/a Café 8

Pursuant to this Settlement Agreement, (“Agreement”), by and between Café Bistro MED, LLC (“Applicant”) t/a Café 8 (“Establishment”) and Advisory Neighborhood Commission 6B (“ANC6B”), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Agreement, superseding and replacing all previous agreements with respect to Applicant as it relates to its application for a Class “CR” License (ABRA-077797) (“License”), now pending before the District of Columbia Alcoholic Beverage and Cannabis Administration (“ABCA”), for conduct of business located at 424 8th Street, SE, Washington, DC 20003 (“Premises”).

WHEREAS Applicant has applied before ABRA to effect, and is seeking its approval of, a new License for the Premises; and

WHEREAS Applicant and ANC6B wish to voluntarily and mutually memorialize the terms and conditions upon which ANC6B has agreed to support the Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant’s business in such a manner as to further promote the security, sanitation, peace, order and quiet of the neighborhood in a manner that ANC6B deems to be in the best interests of the neighborhood; and

WHEREAS ANC6B hereby supports the Applicant's License upon the agreement of Applicant to execute and abide by the terms and conditions hereof;

It is THEREFORE AGREED AND RESOLVED as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. The Applicant has applied to operate a full-service restaurant with on-site prepared food and beverage service, a pre-existing hookah lounge as well as DJ entertainment at the Premises. The Applicant currently seeks a total capacity for up to 88 patrons inclusive of 52 indoor seating. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.
 - a. Operational Conditions. ANC 6B agrees to support the issuance of an Endorsement to permit DJ entertainment contingent on the following conditions:
 1. Applicant shall strictly comply with Section 6 (Noise Mitigation) of this SA.
 2. Applicant shall provide appropriate number of staff to monitor the departure of its patrons through the 8th Street entrance/exit of the Premises to ensure patrons' safety and make reasonable efforts to prevent loud voices and littering.
 - i. On nights with Entertainment, from two hours before closing until guests depart, Applicant shall provide 4 staff members to monitor the departure of its patrons through the 8th Street entrance/exit of the Premises.

- ii. On nights without Entertainment, from two hours before closing until guests depart, Applicant shall provide 2 staff members to monitor departures of its patrons through the 8th Street entrance/exit of the Premises.
- iii. Applicant will submit to the ABCA Board a Security Plan for approval (attached).

3. Hours of Operation, Sales, Service, and Consumption. The Applicant’s hours of operation and alcoholic beverage sales and service may be changed from time to time in Applicant’s discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Hours of Operation shall be as follows:

Sunday through Thursday: 8:00 a.m. – 2:00 a.m.
Friday and Saturday: 8:00 a.m. – 2:30 a.m.

Hours of Sale, Service, and Consumption of Alcohol shall be as follows:

Sunday through Thursday: 10:00 a.m. – 1:30 a.m.
Friday and Saturday: 10:00 a.m. – 2:30 a.m.

Hours of DJ Entertainment (INTERIOR ONLY) shall be as follows:

Sunday through Thursday: 7:00 p.m. – 1:00 a.m.
Friday and Saturday: 11:00 a.m. – 1:30 a.m.

Applicant has voluntarily agreed to not utilize the existing rear patio area as a summer garden for seating and serving patrons.

Provided, however, that without further approval of ANC 6B (1) Applicant may serve alcoholic beverages for one additional hour (that is, one hour later in the morning) on days designated by the DC ABC Board as “extended Hours for ABC Establishments”; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees in general extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until such time as permitted by law. These extended hours are for inside the Establishment only and the Licensee must submit any application required by ABCA for such additional hours.

4. Requirements for Operation of Sidewalk Café. Applicant has voluntarily decided not to operate a Sidewalk Café but shall cause its employees to maintain the Sidewalk Café in a clean and orderly manner. To that end, Applicant shall cause the area extending from the Sidewalk Cafe to the curb on the front of the Establishment to be regularly swept and shall remove litter and debris on not less than a daily basis, weather permitting. Applicant shall provide exterior receptacles for extinguishing and disposing of smoking materials, and such supplemental refuse disposal receptacles as may be reasonably required to contain and minimize public disposal of trash and litter originating from the Premises. Any such receptacles must be emptied nightly into the trash or moved indoors.

Further, Applicant will strictly adhere to the Operational Conditions specified in Section 2a which includes managing the actions of patrons such as parking vehicles on the sidewalk immediately in front of the Establishment or in the adjacent alley is prohibited. If after repeated warnings,

Applicant will refuse entry to such individuals and will notify the authorities of repeated violations. Applicant will utilize its best efforts to remind exiting patrons to be respectful of residential neighbors by limiting the volume of their oration.

5. Refuse Storage and Disposal. Applicant shall comply with DCMR 21-704.3-704.5 by utilizing and regularly maintaining one or more food waste (garbage) grinder(s) adequate in capacity to dispose of all readily grindable food wastes produced.

Applicant shall construct, maintain, and exclusively utilize a trash storage enclosure (“Enclosure”) made of such material that will prohibit rats, rodents or other vermin from accessing this Enclosure. The Enclosure will be constructed on the Premises or in the rear of the Premises (such as on the private parking area) to store all grease, recyclable trash, and non-recyclable trash (garbage). The Enclosure will be constructed in compliance with DC Health recommendations.

The Enclosure will have direct access from the kitchen area of the Premises without the need to go outside for the purposes of depositing grease, recyclable trash or non-recyclable trash. The exterior doors to the Enclosure shall be maintained in a closed and secured position except as required for food or beverage delivery or when a third-party vendor is removing garbage, recyclables, and grease from the Enclosure.

Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and maintenance of the trash storage enclosure:

- a. Garbage shall be collected a minimum of 3 days per week and recycling a minimum of 3 days per week or such more frequent schedules as may be reasonably necessary to prevent the receptacles from exceeding their capacity;
- b. Applicant will ensure timely waste disposal that is the least disruptive to the neighbors. Garbage, recyclable, and grease collections shall not occur between the hours of 10:00 p.m. and 8:00 a.m. on weekdays or 10:00 p.m. and 10:00 am on weekends. No glass shall be placed in any exterior receptacle nor otherwise disposed between 10:00 p.m. and 7:00 a.m. Any glass material needing to be recycled or otherwise disposed of during this timeframe shall be stored in the Enclosure until at least 8:00 a.m. the following day.
- c. Garbage, recyclable, and grease collections shall not occur before 7:00 a.m. or after 10:00 pm and all receptacles shall be kept within the trash storage enclosure only, unless being hauled to or from sanitation trucks;
- d. All receptacles shall be secured with lids (as per their design), including while within the Enclosure and while being hauled to and from sanitation trucks. Exterior doors to the Enclosure shall remain closed unless refuse is being hauled to sanitation trucks;
- e. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers, including dumpster lids that become bent or warped such that they are no longer rodent-proof, shall be promptly repaired or replaced.
- f. Applicant shall power-wash the trash storage area and all receptacles no less often than once every two weeks. However, no power-washing shall take place between the hours of 7:00 p.m. and 9:00 a.m. on weekdays or 7:00 p.m. and 12:00 noon on weekends.

- g. At the end of operations of each day, no garbage, recyclables, grease or any other food material, either from the Establishment or its patrons, shall be left outdoors on the adjacent private parking area in the rear of the Premises; and,
- h. The Applicant shall cooperate and permit inspection of the Premises, including but not limited to the Enclosure, as may be reasonably requested by any District of Columbia governmental entity.

6. Noise Mitigation. Applicant will strictly comply with D.C. Official Code § 25-725 and no objectionable noises, sounds, odors, or other conditions that are publicly observable or emitted beyond the immediate proximity of the Premises will be created by Applicant and will. Applicant specifically agrees that it shall not produce any sound, noise, or music by the use of any: (1) Mechanical device, machine, apparatus, or instrument for amplification of the human voice or any sound or noise; (2) Bell, horn, gong, whistle, drum, or other noise-making article, instrument, or device; or (3) Musical instrument of such intensity that it may be audible beyond the curb at the front of the Establishment, beyond the rear property line, or on the contiguous physical block on which the Premises is located.

Applicant agrees to keep its doors and windows closed when DJ entertainment is being played inside the Establishment. However, it is understood by the parties that Applicant may open its window panels during the day and that pre-recorded amplified music is permitted at a volume no louder than conversational level and not audible beyond the front curb of the Premises. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.

Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with Applicant's operations (e.g. HVAC, grease fan) and comply with applicable DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors. Noise mitigating actions may include installation of sound absorbing and sound dampening materials on the roof between the HVAC and kitchen equipment and the residential properties along the rear of the Premises. Sound absorbing and dampening material will be sufficient to abate noises objectionable to residential neighbors and reduce noise to levels that meet DCMR noise regulations at the rear property line.

7. Emission Containment and Odor Abatement. Applicant shall ensure that regularly scheduled maintenance and cleaning of exhaust hoods, fans and vents are undertaken in accordance with manufacturer's specifications for the type and amount of cooking undertaken. Applicant will also clean and/or exchange the filters as often as necessary to ensure optimal grease and particulate removal and odor mitigation for the type and quantity of cooking undertaken. Applicant will ensure that any mechanical issues that develop with the equipment are promptly addressed.

8. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting, trapping or similar rodent abatement procedures for the Premises, including the trash Enclosure and adjacent private parking area. Applicant shall not store or place any kegs, bottles, foodstuffs, palettes of materials, or other consumable goods of any type outside the Premises. Any leak or spillage of grease or other food waste shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease, and any damaged or leaking containers shall be promptly repaired or replaced. In addition, Applicant will initiate discussions with the property owner and

other tenants of the building and actively work to negotiate replacement of the asphalt covering the private parking area at the rear of the Premises with pervious pavers.

9. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall discourage loitering in the vicinity of the Premises and to remind patrons of the presence of residential neighbors on the surrounding block. Applicant agrees to monitor for and prohibit sales or use of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.

12. Compliance with DC Agency Regulations. Applicant understands and promises to maintain compliance with all DC laws and regulations. Specifically, Applicant will comply as otherwise required by law in all material respects to ABCA, Department of Licensing and Consumer Protection (DLCP), DC Health (DOH), and other applicable DC Agency regulations regarding (a) conduct of its business and (b) the ownership of the license and all other provisions applicable to liquor licenses. Violations of DC Agency regulations shall not constitute a violation of this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

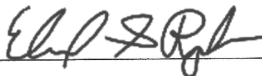
Café Bistro MED, LLC (d/b/a Café 8)
ABRA# 077797
424 8th Street, SE
Washington, DC 20003
Ramazan Sam, Owner
E-mail: ramazansam@hotmail.com
Phone: (202) 423-1423

Signature:  _____

Date: 11-20-2023
~~4-20-2023~~

ANC:

Advisory Neighborhood Commission 6B
~~921 Pennsylvania Avenue, SE~~ 700 Pennsylvania Ave SE
~~Washington, DC 20003~~ Washington, DC 20003
~~Corey Holman, Chairperson~~ Edward Ryder, Chairperson

Signature:  _____

Date: 12-1-2023



Café 8 Security Plan

- Three security guards between 8.30 pm- close Monday- Sunday
- Sunday 5pm-close.
- One guard at the door all the time. Other two will remain inside.
- ID check all the operation time. 21 and over allowed in our establishment.
- Train our employees for any case of emergencies to create better communication skills with our patrons. Also Training our staff can help reduce the occurrences of crime. The training will cover how they can recognize security threats and deal with them without causing issues for your customers.
- Guards will encourage guest to keep noise minimum in respect for our neighbors.
- Guards will control the front of establishment and keep it under control for our community.
- We have community MPD officers that visit and make their presence known and visible.
- We have asked MPD officers to patrol around more often around our establishment.
- We have raised the amount of our surveillance camera to collect video footage of activities for any case of emergencies.
- In our exit plan, we will stop the music at least 45 minutes before closing. We will collect the tabs and make sure our patrons leave the establishment slowly not all at the same time.
- When patrons exiting the building, Our security guard at the door will ask for respect for residents in the area to keep noise lowest as much as Its possible.