

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

**In the Matter of:** )  
)  
Bar Illusion, LLC )  
t/a TLT )  
)  
Applicant for a New )  
Retailer's Class CT License )  
)  
at premises )  
5213 Georgia Avenue, NW )  
Washington, D.C. 20011 )  
\_\_\_\_\_ )

Case No.: 18-PRO-00005  
License No.: ABRA-108315  
Order No.: 2018-113

Bar Illusion, LLC, t/a TLT (Applicant)

Jamie Barden, Commissioner, Advisory Neighborhood Commission (ANC) 4D

Karen Abbott and Annie Wallace, on behalf of A Group of Five or More Individuals

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
James Short, Member  
Donald Isaac, Sr., Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

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**ORDER ON SETTLEMENT AGREEMENT, WITHDRAWAL OF ANC 4D'S PROTEST  
AND DISMISSAL OF A GROUP OF FIVE OR MORE INDIVIDUALS' PROTEST**

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The Application filed by Bar Illusion, LLC, t/a TLT (Applicant), for a new Retailer's Class CT License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on February 5, 2018, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 4D entered into a Settlement Agreement (Agreement), submitted on February 26, 2018, 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 Commissioner Jamie Barden, on behalf of ANC 4D, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 4D.

In addition, the Board dismissed the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

Accordingly, it is this 14th day of March, 2018, **ORDERED** that:

1. The Application filed by Bar Illusion, LLC, t/a TLT, for a new Retailer's Class CT License, located at 5213 Georgia Avenue, NW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 4D in this matter is hereby **WITHDRAWN**;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, except for the following modification:

Section 1 (Nature of the Business) – The term "Ethiopian" shall be replaced with the language "selling food."

Section 2 (Hours of Operation and Sales) – This Section shall be modified to read as follows: "The Applicant's hours of operation and service indoors on the 1st floor (street level) and indoors on the 2nd floor (above street level) shall be from 10:00 a.m. to 1:00 a.m., Sunday through Saturday. Indoor alcoholic beverage sales shall be limited to: 11:00 a.m. to 12:30 a.m., Sunday through Saturday. Operation, sale, and service on the sidewalk café outside on the 1st floor (street level) shall be limited to 10:00 a.m. to 10:00 p.m., Sunday through Saturday. Sidewalk café furniture shall be limited to 6 chairs and 3 tables."

The parties have agreed to this modification.

4. The Protest of the Group of Five or More Individuals is **DISMISSED**; and
5. Copies of this Order shall be sent to the Applicant, ANC 4D, and Karen Abbott and Annie Wallace, on behalf of the Group of Five or More Individuals.

District of Columbia  
Alcoholic Beverage Control Board



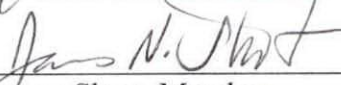
Donovan Anderson, Chairperson



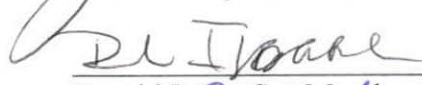
Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Donald Isaac, Sr., Member




Bobby Cato, Member

Rema Wahabzadah, 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).

<p><b>Nancy Roth</b> Vice Chair 4D01@anc.dc.gov (202) 550-8353</p>	<p style="text-align: center;"><b>ANC 4D</b> <b>2017-2018</b></p>  <p style="text-align: center;">P.O. Box 60834 Washington, DC 20039 <a href="http://www.anc4d.org">www.anc4d.org</a> (202) 577-4685</p>	<p><b>Jamie Barden</b> Treasurer 4D04@anc.dc.gov (202) 656-8164</p>
<p><b>Renee Bowser</b> 4D02@anc.dc.gov (202) 882-1733</p>		<p><b>Krystal Branton</b> 4D05@anc.dc.gov (202) 854-9186</p>
<p><b>Lisa Colbert</b> Chair 4D03@anc.dc.gov (202) 200-0144</p>		<p><b>Amy Hemingway</b> Secretary 4D06@anc.dc.gov (202) 750-4012</p>

**SETTLEMENT AGREEMENT**

**This Settlement Agreement** (“Settlement Agreement”) is made and entered into by and between the Bar Illusion, LLC. t/a Bar Illusion (“Applicant”) and Advisory Neighborhood Commission 4D (“Protestant”), (collectively, the “Parties”).

**WHEREAS**, the Applicant has filed an application for a new Retailers License Class “C” Tavern (ABRA-108315) with the District of Columbia Alcoholic Beverage Control Board (“ABC Board”) issued for a business establishment located at 5213 Georgia Avenue NW, Washington D.C.;

**WHEREAS**, in recognition of the ABC Board’s policy of encouraging parties to a protested proceeding to settle their differences by negotiated agreements, the parties hereto being desirous of entering into an agreement whereby, subject to approval of the ABC Board, Applicant will agree to adopt certain measures to address the Protestants’ concerns and Protestants will agree to the issuance of a new ABC license and withdraw their protests provided that such agreement is incorporated into the Board’s order revising the license;

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings memorialized herein, the Parties respectively hereto agree as follows:

**1. Nature of the Business:**

The Applicant will manage and operate a tavern restaurant with an emphasis on Ethiopian food. The Applicant shall not have a cover charge of any kind to gain entry to part or all of the establishment. No external promoters shall be allowed to organize events. The premises shall not be used as a residence or domicile. Staff shall be trained and responsible for informing patrons of the allowable uses of the space and responsible for enforcing use only within these limitations. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to ANC4D and residents and require prior approval by the ABC Board.

## **2. Hours of Operation and Sales:**

The Applicant's hours of operation, sale, and service of the 1<sup>st</sup> floor (street level) and the 2<sup>nd</sup> floor (above street level) shall be from 10:00 a.m. to 1:00 a.m., Sunday through Saturday. Operation, sale, and service on the sidewalk café shall be limited to 10:00 a.m. to 10:00pm, Sunday through Saturday. Sidewalk café furniture shall be limited to 6 chairs and 3 tables. Alcoholic beverage sales shall be limited to: 11:00 a.m. to 12:30 p.m. Sunday through Saturday.

Provided, however, (1) on days designated by DC ABC Board as "extended Hours for ABC Establishments" Applicant may serve alcoholic beverages until 2:00 a.m.; (2) in the event the Council of the District of Columbia or the DC ABC Board grant licenses in general extended operating hours Applicant may serve alcoholic beverages until 2:00a.m.; (3) on January 1 of each year, Applicant may serve alcoholic beverages until 2 a.m.

The Applicant shall not operate, sell, or service food and shall not serve non-alcoholic or Alcoholic beverages in the outside on the 2<sup>nd</sup> floor (above street level), or in the rear of the establishment. The moratorium on alcoholic beverages and food in these areas of the Establishment shall be clearly signed at all exit doors to these outside areas. Staff shall be trained and responsible for informing patrons and enforcing these moratoria.

## **3. Use of Basement Level (below street level):**

The basement level (below street level) shall be used solely for storage. The Applicant shall not operate, sell, or service on the basement level or allow patrons in this space. No alcoholic beverages shall be served or consumed in this space. The moratorium on alcoholic beverages in the basement level of the Establishment shall be clearly signed at the entrance to the basement. Multiple cameras shall be positioned to cover the entire basement level without visual obstruction.

## **4. Noise and Privacy:**

The Applicant will strictly comply with D.C. Code and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible within the surrounding residential properties. Applicant agrees to implement sound suppression measures that will mitigate any noise from this tavern that may be heard in surrounding resident's homes, including keeping its doors and windows closed when music is being played or any other loud or amplified noises are occurring within the Establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of doors to the establishment.

## **5. Public Space and Trash:**

The Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.

Applicant shall maintain a room at the interior of the Establishment to contain refuse and other materials and shall only place refuse and other materials outside of the establishment twelve hours prior to the scheduled trash pickup. The Establishment agrees to obtain a dumpster to be placed in the rear of the building to be emptied no less frequently than three times during the week. Applicant shall police those areas sufficiently to assure that refuse

and other materials are promptly removed. The Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant's trash collection contract shall ensure trash collection and commercial trash pick-up will take place at a time least disruptive to neighbors, between 8 a.m.- 4 p.m.

**6. Rats and Vermin Control:**

Applicant shall provide rat and vermin control for its property. The Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is no uncontained garbage or odors present the following morning.

**7. Security Cooperation in Stemming Illegal Drugs and Public Drinking:**

Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees or contractors 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 Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.

Applicant will maintain in working order at all times security cameras that entirely cover the interior of all three floors of the interior of the property without obstruction as well as at least one camera to cover the sidewalk and front yard of the property and at least one camera to cover outside behind the property positioned so that it covers the rear parking area but so that it does not infringe on the privacy of nearby residents. At least one camera will cover the stairwell up to the second floor. These are in addition to the cameras required in the basement level specified above. Applicant will register all cameras with MPD and provide MPD and the community with contact information for the security company as well as two employees of the Establishment who are trained in sharing archived footage. The footage from these cameras shall be kept for at least a month and be made available easily and quickly during business hours to MPD, ABRA, community members, and other interested parties upon their request.

**8. Compliance with ABRA Regulations:**

Applicant promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.

**9. Participation in the Community:**

Applicant agrees to seek to maintain open communication with the Protestants, and the community for which the ANC acts.

**10. Notice and Opportunity to Cure:**

In the event that any of the parties is in breach of this Agreement, the party shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of emergency nature or is a repetition of a prior breach, reasonable notice and opportunity to cure shall provide for a cure within 30 days of the date of such notice. If Applicant or the 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) failure shall constitute a cause for the ANC or the community to file a complaint with the ABC Board in order to enforce the provisions of the Agreement. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant:

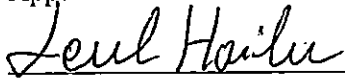
Leul Hailu and Tihetena Tegegne  
5213 Georgia Avenue NW  
Washington DC, 20011  
(240) 478-5229

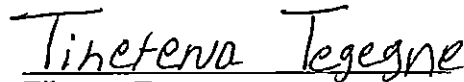
If to Protestants:

ANC4D04  
P.O. Box 60834  
Washington DC, 20039  
(240) 599-6526


In witness whereof, the parties have executed this Settlement Agreement as of the day and date first written above.

Applicants:

  
\_\_\_\_\_  
Leul Hailu

  
\_\_\_\_\_  
Tihetena Tegegne

Advisory Neighborhood Commission 4D:

  
\_\_\_\_\_  
Jamie Barden  
4D04 Commissioner and 4D Treasurer