

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

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In the Matter of:)	
)	
Zanzibar, LLC)	
t/a Zanzibar)	
Applicant for a New)	Case No.: 24-PRO-00020
Retailer's Class CR License)	License No.: ABRA-126723
)	Order No.: 2024-146
at premises)	
2309 18th Street, NW)	
Washington, D.C. 20009)	
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Zanzibar, LLC, t/a Zanzibar, Applicant

Denis James, President, Kalorama Citizens Associations (KCA), Protestant

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF KCA'S PROTEST**

The Application filed by Zanzibar, LLC, t/a Zanzibar (Applicant), for a New Retailer's Class CR License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on March 4, 2024, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and KCA have entered into a Settlement Agreement (Agreement), dated March 19, 2024, 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 and Denis James, on behalf of KCA, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by KCA.

Accordingly, it is this 27th day of March 2024, **ORDERED** that:

1. The Application filed by Zanzibar, LLC, t/a Zanzibar, for a New Retailer's Class CR License, located at 2309 18th Street, NW, Washington, D.C., is **GRANTED**;
2. The Protest of KCA in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: ac432b99b59d5f0e4d730693d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 54f7ae373f620de6ac8e1b332d22948e

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 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 A NEW LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, made this 19th day of March, 2024, by and among Zanzibar, LLC t/a Zanzibar (hereinafter “Applicant”), and the Kalorama Citizens Association (hereinafter “KCA”), (collectively, the “Parties”), witnesseth:

Whereas, Applicant has applied for a new Class CR-01 retail restaurant, license number, ABRA 126723, to be located at 2309 18th Street, NW, Washington, DC.

Whereas, the restaurant is located 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 the KCA and to include this Agreement as a formal condition of its application to the Alcoholic Beverage and Cannabis Administration (“ABCA”). The KCA will agree to the approval of such license provided that this Agreement is incorporated into the Alcoholic Beverage Control (“ABC”) 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 food menu items available until at least one half 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.

There shall be no Hookah smoking at the establishment.

There shall be no carryout or delivery of alcohol from the establishment.

The establishment will be on the basement and first floors of the building, with a Summer Garden on the deck at the rear of the first floor and a Sreatery in the roadway in front of the building.

2. Hours of operation shall not exceed:

Inside: Sunday through Thursday: 11:00 am - 2:00 am
 Friday and Saturday: 11:00 am - 3:00 am

Rear Summer Garden, off the first floor:

Licensee will operate a rear Summer Garden on the deck to the rear of the 1st floor of the establishment. The hours of operation shall be:

 Seven days per week: 11:00 am -11:00 pm

Sreatery:

The hours of operation for the Sreatery shall not exceed:

 Sunday through Thursday: 11:00 am - 11:00 pm

 Friday and Saturday: 11:00 am – 1:00 am

Potential Sidewalk Cafe:

Should Applicant pursue a Public Space Sidewalk Cafe on the sidewalk in front of the establishment, he agrees to apply to the DDOT Public Space Committee, that the Sidewalk Cafe would be for no more than 12 seats, and that the hours of operation would be:

Sunday through Thursday: 11:00 am - 11:00 pm
Friday and Saturday: 11:00 am – 1:00 am

There shall be no live entertainment or pre-recorded music played on the Summer Garden, the potential Sidewalk Cafe or the Streatery.

3. Occupancy

The total occupancy load inside the establishment shall be 88.

Seating on the rear Summer Garden shall be limited to 25.

Seating on the Streatery in front of the establishment shall be 15.

Seating on the potential Sidewalk Cafe in front of the restaurant shall be no more than 12 seats.

4. Entertainment

Live music may be featured in the basement of the establishment no more than three times per week, or 12 times per month. Applicant agrees to keep a continuous log book including a record of all live music presented for up to three years, either written on paper, for instance in a notebook, or on an electronic device containing information on the performers who have played or will play at the establishment, including the date and time of the event, the name of the performer(s) and person booking the event. Applicant agrees to make this log available to any ABCA investigator or MPD officer upon request.

There is no prohibition on dancing at the restaurant, but Applicant agrees that the restaurant shall not become a dance club or dance destination, that tables and chairs shall not be moved to provide dance floors and that the restaurant shall not advertise itself as a place for dancing.

Applicant may institute a cover charge at the establishment only on days when live music is featured in the basement.

There shall be no dance floor on the first and second floors of the establishment.

Entertainment at the establishment shall be presented for the pleasure of dinner guests there. The Applicant shall take great care to ensure that sound related to entertainment shall not escape the restaurant.

5. 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 or Summer Garden, 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 or Summer Garden.

(c) Sound from inside will not be audible in residential housing units.

6. Trash/Garbage/Rodents

(a) Applicant shall maintain regular trash/garbage removal service of at least 4 days per week, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Should it be needed, Applicant agrees to call for additional pickups to the 4 days described above. 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. 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.

(c) 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.

7. 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 to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing.

(c) Applicant shall make reasonable efforts to manage the line in front of the establishment such as to minimize noise and the obstruction of the pedestrian passageway.

8. 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.

9. Bar/Pub Crawls

Applicant agrees not to promote or participate in bar or pub “crawls”, “tours”, or similar events of any size.

10. 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 to a minimum from 11:00 pm. to 8:00 am.

11. 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.

12. Regulations

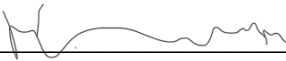
In addition to the foregoing, Applicant shall operate in compliance with all applicable laws and regulations. Further, nothing in this Agreement shall preclude the KCA from filing an objection to any request by the Applicant to the Board of Zoning Adjustment.

13. 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 Zanzibar, LLC, t/a Zanzibar

For Kalorama Citizens Association



Signature Date


3-19-2024
Denis James, President Date

Raja shaukat (Owner)

Please print name and Title