

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

In the Matter of:)	
)	
The Green Zone, LLC)	
t/a The Green Zone)	
)	
Holder of a)	License No.: ABRA-106839
Retailer's Class CT License)	Order No.: 2019-485
)	
at premises)	
2226 18th Street, NW)	
Washington, D.C. 20009)	
)	

The Green Zone, LLC, t/a The Green Zone (Licensee)

Amir Irani, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Denis James, President, Kalorama Citizens Association (KCA)

Nick Roland, President, Reed-Cooke Neighborhood Association (RCNA)

BEFORE: Donovan Anderson, Chairperson
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that The Green Zone, LLC, t/a The Green Zone (Licensee), ANC 1C, KCA, and RCNA have entered into a Settlement Agreement (Agreement), dated June 5, 2019, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Commissioner Amir Irani, on behalf of ANC 1C; Denis James, on behalf of KCA; and Nick Roland, on behalf of RCNA; are signatories to the Agreement.

Accordingly, it is this 12th day of June, 2019, **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 replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Applicant, ANC 1C, KCA, and RCNA.


District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Mike Silverstein, Member



James Short, 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 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).

**NEW SETTLEMENT AGREEMENT
CONCERNING THE SALE OF ALCOHOLIC BEVERAGES**

This 5th day of June, 2019, the parties to a prior Settlement Agreement, Advisory Neighborhood Commission 1C (ANC 1C), the Kalorama Citizens Association (KCA), and the Reed-Cooke Neighborhood Association (RCNA), seek to enter into a "New Settlement Agreement" with the current owner of Retailers CT-01 License Number ABRA 014272 The Green Zone, I.L.C., v/a The Green Zone, 2226 18th Street, NW.

The prior Settlement Agreement was approved by the Board on October 5, 2011 in Order Number 2011-423, and its First Amendment was approved by the Board on August 6, 2014, in Order Number 2014-308.

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants and undertakings set forth below, the Parties agree as follows:

1. Hours. The hours of operation shall be:

Inside: Sunday-Thursday: 10:00 am -2:00 am
 Friday & Saturday: 10:00 am -3:00 am

Sidewalk Café: Sunday-Wednesday: 10:00 am-12:00 midnight
 Thursday-Saturday: 10:00 am-1:00 am

The Sidewalk Café shall be cleared at the closing time stated above, each night of operation.

2. Seating. Seating and occupancy will not exceed:

Interior tables and bar: 62 total, first and second floors.
Sidewalk Café: 8.

3. Noise/Music/Dancing.

Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with Title 25, section 725. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.

Applicant agrees to not place any loudspeakers outside the establishment and to direct any speakers inside the establishment so that sound is projected inward.

4. Trash/Garbage/Rodents.

a.) Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remains clean. 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 to help eliminate the rat population. Applicant will recycle the following items as per DC Law 7-226: cardboard, glass and cans.

b.) Applicant shall ensure that all staff and contractors be made aware that the trash and recycling bins must remain closed except when materials are being added or removed

c.) Trash and recycling pick-ups shall occur Wednesday, Thursday, Friday, Saturday, Sunday and as needed. The parties agree that they are willing to revisit this provision, 4. c) only, six months after ABC Board approval of this agreement to determine appropriate frequency of pick-ups with the increased C. of O.

d.) Applicant further agrees to work cooperatively with ANC IC, KCA, and the four neighboring businesses that are located with The Green Zone between the Wyoming/Kalorama public alley and Kalorama Road *on an ongoing basis* to keep the narrow space behind the businesses (where trash and recycling materials are stored awaiting pickup), as clean as possible at all times. This cooperation shall include quarterly communication among the other businesses, ANC IC and KCA, and the formation of a plan of action to keep this space clean.

5. Exterior, including Public Space.

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. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front of or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

6. Providing a secure environment.

a.) Applicant agrees to provide security personnel at the front door whenever there is a perceived need.

b.) Applicant and security personnel will diligently and in good faith monitor entry to the premises to the end that only persons 21 years of age and over are permitted to enter the establishment. All bartenders and wait staff shall undertake such reasonable and customary measures, including that all such personnel have successfully completed an alcohol awareness

program no later than 60 days after commencing work at the establishment to help ensure that only persons 21 years or over are served alcoholic beverages.

c.) The Applicant and bartenders shall complete a course in alcohol awareness training within 30 days of Board approval of this agreement.

d.) Applicant agrees to install and maintain in place, a thick rubber mat at the foot of the stairs from the 1st to the 2nd floor.

e.) Applicant agrees to install an additional handrail on the left wall as one moves from the 1st floor to the 2nd floor. The new handrail shall extend the full length of the staircase, and be made of wood.

f.) Applicant agrees to install a "dusk to dawn" photocell light fixture in the rear of the establishment, mounted high enough on the rear of the building so as to be secure from tampering, but sufficient to provide adequate lighting to aid in security and the ability of personnel to service the trash and recycling containers.

The physical changes described above shall be completed within 30 days of Board approval of this agreement.

7. Bar/Pub Crawls.

Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or any other similar event.

8. Consideration.

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 7:00 am.

10. Modification.

This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board, or otherwise, as provided by DC law. In the case of ANC 1C, any amendment or modification must be approved by a majority of the commissioners at a duly noticed public meeting of the commission.

11. Regulations.

In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

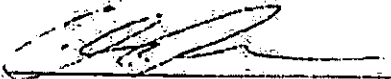
12. Availability of Settlement Agreement.

Applicant agrees to keep available at all times a copy of this Agreement at his establishment and to familiarize all his employees with its conditions.


13. Final Agreement and Modification.

This agreement supersedes any other prior agreements concerning this license and shall constitute the only agreement between the Parties, except to the extent it is subsequently modified by the Parties. For purposes of DC Official Code Section §25-446(d)(2)(B), the date of the ABC Board's approval of this agreement shall be considered its initial approval of this Agreement and shall commence the applicable period.

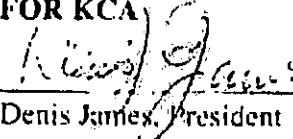
FOR THE GREEN ZONE

 6/6/19
Signature Date
Christopher Franke Owner
Please print name Title


FOR ANC 10

 6/15/19
Signature Date
Chris Allen ABC Committee American
Please print name Title

FOR KCA

 6-5-19
Denis James, President Date

FOR RCNA

 6-5-2019
Niek Roland, President Date