

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

In the Matter of:)	
)	
Afrique International, Inc.)	
t/a Kendajah Restaurant)	
)	
Application for a Substantial Change)	Case No. 61351-08/062P
And Entertainment Endorsement)	License No. 79219
To a Retailer's Class "CT" License)	Order No. 2008-280
at premises)	
5828 Georgia Ave., N.W.)	
Washington, D.C.)	
)	

Afrique International, Inc. t/a Kendajah Restaurant and Lounge, Applicant

Sean Wieland, Gail Lyons, Chris Rybicki, Nereida Gonzalez, Chris Griffen, Theresa Gray, Verona Brevard, James M. Brevard, (A Group of Five or More Individuals), Protestants

BEFORE: Peter B. Feather, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Charles Brodsky, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application for a Substantial Change and Entertainment Endorsement (Application) was filed by Afrique International, Inc. t/a Kendajah Restaurant to its Retailer's Class CT license for a change in the hours of operation and for an Entertainment Endorsement to allow entertainment, dancing and a cover charge. The Application, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on August 25, 2008 in accordance with D.C. Official Code § 25-601 (2001). Sean Wieland, Gail Lyons, Chris Rybicki, Nereida Gonzalez, Chris Griffen, Theresa Gray, Verona Brevard, James M. Brevard, (A Group of Five or More Individuals), filed a timely protest letter dated August 12, 2008.

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The official records of the Board reflect that the Applicant and the Protestants have reached a Voluntary Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated September 30, 2008, the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending Application is conditioned upon the licensee's continuing compliance with the terms of the Voluntary Agreement.

Accordingly, it is this 6th day of November 2008, **ORDERED** that:

1. The protests of Sean Wieland, Gail Lyons, Chris Rybicki, Nereida Gonzalez, Chris Griffen, Theresa Gray, Verona Brevard, James M. Brevard, (A Group of Five or More Individuals), are **WITHDRAWN**;

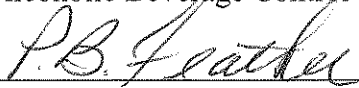
2. The Application for a Substantial Change and an Entertainment Endorsement filed by Afrique International, Inc.t/a Kendajah to its Retailer's Class CT license for a change in the hours of operation and for an entertainment endorsement to allow entertainment, dancing and a cover charge at 5828 Georgia Avenue, N.W., Washington, D.C., is **GRANTED**;


3. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and


4. Copies of this Order shall be sent to the Applicant and to the Protestants.

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District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


Mital M. Gandhi, Member


Nick Alberti, Member

Charles Brodsky, Member


Donald Brooks, Member

Herman Jones, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 941 North Capitol Street, N.E., Suite 7200, Washington, D.C. 20002.

Voluntary Agreement for Afrique International, Inc.
 (t/a Kendejah Restaurant and Lounge)
 5828 Georgia Avenue, Washington, DC 20011
 RE: Application for an entertainment endorsement and extended hours of operation

Preamble

This agreement entered into this 30th day of September 2008, between Afrique International, Inc. t/a Kendejah Restaurant & Lounge, ("Licensee") operating under Retailer's Class CT01 License No. 79219 and Sean Wieland on behalf of the group of five or more neighbors (collectively the "Parties").

Whereas, "Licensee" has applied for an entertainment endorsement and extended hours of operation for the premises located at 5828 Georgia Avenue NW, Washington, DC 20011 ("Establishment"), Case No. 61351-08/062P,

and

Whereas "Parties" have filed a protest to the issues of application for an entertainment endorsement and extended hours of operation.

Now, therefore, in consideration of the mutual covenants and undertakings set forth herein, the Parties agree to the following:

General

1. That the Licensee is the true and actual owner of the establishment for which the license is sought; that the Licensee intends to carry out the business in the establishment for itself and not as the agent of any other individual, partnership, association, or corporation not identified in the application, and that the establishment will be managed by the Licensee's principals in person or by a manager approved by the District of Columbia Alcoholic Beverage Control Board.
2. That the Licensee will maintain a CT01 license and operate as a restaurant and lounge.
3. That the Licensee, will comply with all laws and regulations governing the operation of the establishment, including ABRA laws and regulations governing the Class CT01 license to which this agreement applies, as applied for and approved by the District of Columbia in the name of the Licensee.
4. That Licensee, its officers and employees, will cooperate with the Advisory Neighborhood Commission 4C ("ANC") to address any alleged violation of the laws and regulations referred to in Paragraph 1 above and in any request that the appropriate enforcement agency investigate an alleged violation.
5. That the Licensee will maintain a copy of this voluntary agreement on the premises at all times and make it available upon request to residents, Metropolitan Police Department, ABRA inspectors, Advisory Neighborhood Commissioners, and other city officials.
6. That the Licensee will provide written notice to ANC 4C within five (5) days of filing a transfer application with ABRA.
7. That the Licensee agrees to meet quarterly at either the Licensee's location or a location mutually agreeable to both parties, if so requested by ANC 4C.

Hours

8. That the Licensee's Hours of Operation shall be as follows:
 - i. Sunday: 10 a.m. - 1 a.m., however when the following Monday is a Federal Holiday then Friday and Saturday Hours of Operation will apply (11 a.m. - 4 a.m.).
 - ii. Monday through Thursday: 11 a.m. - 1 a.m., however when the following day is a Federal Holiday then Friday and Saturday Hours of Operation will apply (11 a.m. - 4 a.m.).
 - iii. Friday and Saturday: 11 a.m. - 4:00 a.m.
9. That the Licensee's Hours of Alcohol Sales shall be as follows:
 - i. Sunday: noon - 12 a.m., however when the following Monday is a holiday Friday and Saturday Hours of Alcohol Sales will apply (noon - 3 a.m.).
 - ii. Monday through Thursday: noon - 12 a.m., however when the following day is a Federal Holiday then Friday and Saturday Hours of Alcohol Sales will apply (noon - 3 a.m.).
 - iii. Friday and Saturday: noon - 3 a.m.

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- iv. There will be a last call for alcoholic beverages fifteen (15) minutes prior to those hours, at which time the limit on service will be one drink per person. The Licensee further agrees that it will keep the kitchen open in the establishment to serve food as required by law until 2 hours before closing on all days of the week.
- 10. That the Licensee's Hours of Entertainment shall be as follows:
 - i. Sunday: noon. - 12 a.m., however when the following Monday is a Federal Holiday then Friday and Saturday Hours of Entertainment will apply (noon - 3 a.m.).
 - ii. Monday through Thursday: noon. - 12 a.m., however when the following day is a Federal Holiday then Friday and Saturday Hours of Entertainment will apply (noon - 3 a.m.).
 - iii. Friday and Saturday: noon. - 3 a.m.
- 11. That the Licensee further agrees that all patrons shall leave the establishment at or before the above closing times under #8.

Parking

- 12. That Licensee shall advertise on its website and direct its patrons to park on Georgia Ave. Additionally, Licensee will work with the community and surrounding businesses to find and implement solutions with regard to parking for its patrons. This will help prevent exacerbating existing parking concerns within the neighborhood.

Security

- 13. That Licensee agrees to take all necessary steps to minimize security and crime issues, including, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. The Licensee shall to the full extent permissible by law discourage loitering in the vicinity of the Premises, specifically regarding its patrons.
- 14. That the Licensee agrees to provide staff to patrol the surrounding area from one hour before closing until one hour after closing (3:00 a.m. - 5:00 a.m.) Saturday and Sunday mornings (after Friday and Saturday closings).
- 15. That the Licensee will ensure:
 - i. The dispersal of patrons in an orderly, peaceful and quiet fashion during hours and after closing.
 - ii. Prompt notification of MPD in case of incidents of concern and fights.
 - iii. Refusal of service to intoxicated patrons.
 - iv. Patrons will be patted down prior to entry.
- 16. That the Licensee will keep signs posted at all times in the establishment requesting its patrons to behave responsibly when exiting the premises: No Littering, No Loitering, and No Excessive Noise.
- 17. The Licensee agrees to notify the Metropolitan Police Department (MPD) in all incidents of concern including, but not limited to, disagreements, fights, and disorderly conduct and to maintain an incident/MPD call log book. This log book shall be made available upon request to residents, Metropolitan Police Department, ABRA inspectors, Advisor / Neighborhood Commissioners, and other city officials.

Property Maintenance and Trash Removal

- 18. That the Licensee will keep the public space in front of and around the establishment, including the sidewalk, free of debris and trash, and at the close of each business day Licensee will sweep and remove litter from the area extending from the establishment's property to the curb in front the establishment, including the sidewalk.
- 19. That the Licensee agrees to be in full and complete compliance with all applicable DC trash and rat control ordinances. Specifically, Licensee shall deposit trash and garbage only in rodent-proof dumpsters and shall see that dumpster covers fit properly and remain securely closed at all times. The Licensee shall ensure that all containers shall be sufficient to contain all

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- trash, garbage, and recycled materials generated by the establishment, and to assure that trash, garbage, and recycled materials are removed either on weekdays or on weekends only after 9 a.m.
- 20. That the Licensee agrees to work cooperatively with ANC 4C to improve the overall environment along Georgia Avenue to make it a cleaner and more secure area for residents, customers and businesses, and that Licensee agrees to participate in ANC 4C sponsored clean-up events.

Service of Alcoholic Beverages

- 21. That the Licensee will not knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits or to any person who appears to be intoxicated.
- 22. That the Licensee will not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited. That Licensee will require all patrons to produce valid proof of age in order to be served alcoholic beverages.
- 23. That the Licensee will not sell or deliver alcoholic beverages to anyone accompanying a person who has been denied service if there is an apparent attempt to deliver the alcoholic beverage to the person who has been denied service.
- 24. That the Licensee will assure that all alcoholic beverage serving staff receive up-to-date ABRA approved training in the sale, service and handling of alcoholic beverages. Licensee will also assure that the ABC approved manager or approved corporate officer on duty in the establishment has received training of the type offered by TIPS or an approved ABRA provider, and has identification as an ABC approved manager on his/her person.
- 25. That the Licensee will not serve pitchers or offer any promotion for free or two-for-one alcoholic beverages.
- 26. That the Licensee will not place any alcoholic beverage signage or advertising in any window of the establishment, or permanently obscure the windows of the establishment or hang any banner outside the establishment that is not authorized by permit.
- 27. That the Licensee will not sell, deliver, or allow consumption of alcohol before or after legal hours of sale, as modified by this Voluntary Agreement.

Noise

- 28. That the Licensee acknowledges familiarity with and will comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to:
 - i. 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 D.C. Official Code 25-725 (2001). 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 20DCMR, Chapters 27 and 28, as amended.
 - ii. The windows of the Premises will be kept closed at all times during business hours when live music is being played, or a sound amplification device is being employed or any other activity which requires an entertainment endorsement.
 - iii. The doors of the premises will be kept closed from midnight to closing during business hours when live music is being played, or a sound amplification device is being employed, or any other activity which requires an entertainment endorsement, except when persons are in the act of using the front door for ingress to or egress from the premises.
 - iv. Music, sounds and noise from inside shall not be heard outside the building from a residential property, except for sounds, noises, or music occasioned by normal opening of entrance and exit doors for the purpose of ingress and egress.

Modification to Agreement

This agreement may be modified only by the ABC Board or mutual agreement of all parties with the approval of the ABC Board.

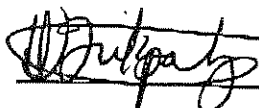
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Withdrawal of protest and signatures pages

Provided that the foregoing voluntary agreement is approved by the ABC Board, the Parties agree to withdraw the protest of the entertainment endorsement of License No. 79219, Case No. 61351-08/062P for Afrique International, Inc. (v/a Kendejah Restaurant and Lounge), 5828 Georgia Avenue NW.

Applicant:

Protestant:

 9/30/08

 9/30/08

Isaac Tukpah Kendejah Restaurant and Lounge

Sean Wickland, Designated Representative