

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

In the Matter of:)

Krakatoa, Inc.)

t/a Chief Ike's Mambo Room)

Application for a Retailer's Class CR)

License – Substantial change)

at premises)

1723-25 Columbia Road, N.W.)

Washington, D.C.)

Application no.: 21402-04/074P

Order no.: 2005-45

Krakatoa, Inc., Applicant

Denis James, Executive Vice President, on behalf of the Kalorama Citizens Association,
Protestant

BEFORE: Charles A. Burger, Chairperson
Vera M. Abbott, Member
Judy Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member
Albert G. Lauber, Member
Eartha Isaac, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The substantial change application for a change of license class from a Retailer's Class "CR" License to a Retailer's Class "CT" License, having been protested, came before the Board on September 8, 2004, in accordance with D.C. Official Code § 25-601 (2001). Denis James, Executive Vice President, on behalf of the Kalorama Citizens Association, filed timely opposition by letter dated July 13, 2004.

The official records of the Board reflect that the Protestant and the Applicant have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. The Board is approving the agreement with the following change. The Board is amending provision 1.a.) to read as follows: "a.) Applicant agrees to maintain a kitchen and kitchen staff for the preparation and service of food, other than snack food items, for consumption by patrons daily. [For purposes of this agreement "snack food items" are defined as such items as potato chips, peanuts, pretzels, etc.]" Pursuant to the agreement, dated January 25, 2005, the Protestant has agreed to withdraw

Krakatoa, Inc.
t/a Chief Ike's Mambo Room
Case no. 21402-04/074P
Page two

its protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 16th day of February 2005, **ORDERED** that:

1. The protest of Denis James, Executive Vice President, on behalf of the Kalorama Citizens Association, is **WITHDRAWN**;
2. The substantial change application of Krakatoa, Inc., t/a Chief Ike's Mambo Room, for a change of license class from a Retailer's Class "CR" License to a Retailer's Class "CT" License at 1723-25 Columbia Road, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement, as amended by the Board, is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

Krakatoa, Inc.
t/a Chief Ike's Mambo Room
Case no. 21402-04/074P
Page three

District of Columbia
Alcoholic Beverage Control Board

Charles A. Burger
Charles A. Burger, Chairperson

Vera M. Abbott
Vera M. Abbott, Member

Judy Moy
Judy Moy, Member

Audrey E. Thompson
Audrey E. Thompson, Member

Peter B. Feather
Peter B. Feather, Member

not voting
Albert G. Lauber, Member

Eartha Isaac
Eartha Isaac, 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.

ABRA ~~sent~~ received on 1/26/05 by T.C.

**COOPERATIVE AGREEMENT CONCERNING
SUBSTANTIAL CHANGE OF ABC LICENSE FOR
SALE OF ALCOHOLIC BEVERAGES**

AGREEMENT, made and entered into this 25th day of January, 2005, by and between the following Parties: Krakatoa, Inc. T/A Chief Ike's Mambo Room (hereinafter the "Applicant") and the Kalorama Citizens Association (hereinafter the "KCA").

Whereas, Applicant has filed an Application (No. 21042) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for a change in license Class from CR-02 (Restaurant) to CT-02 (Tavern) of ABC license No. 17940, located at 1723-25 Columbia Road, NW Washington, DC 20009.

Whereas, this is a matter of concern to the KCA due to the absence of a clear or statutory requirement for a "Tavern" to serve any measurable amount of food,

Whereas, the KCA is a civic association whose boundaries include part of the affected area and KCA has members living within the affected area,

Now, Therefore, the KCA agrees to the proposed change in License Class from CR-02 to CT-02, provided the Applicant abides by the following conditions:

1. Operation:

- a.) Applicant agrees to maintain a kitchen and kitchen staff for the regular preparation and service of prepared food menu items other than snack food*, such as, but not limited to: appetizers, soups, salads and sandwiches, etc. Applicant agrees to continue to feature a menu containing a substantial number of items, similar to the current menu, which is attached to this agreement as Addendum 1.
*For the purposes of this section, "snack food" is defined as such items as: potato chips, peanuts, pretzels.
- b.) Applicant agrees to continue to promote food sales at the establishment through use of a sandwich board featuring food items and by making food menus readily available to patrons.
- c.) Applicant agrees to maintain the existing kitchen, food prep and storage area as it is at the date of this agreement.
- d.) Applicant agrees to not seek license class change to CN or DN.
- e.) Applicant agrees to maintain seating, in tables, chairs, and bar-stools in or about the same proportion as exists as of the date of this agreement.
- f.) Applicant agrees that there will be no cover charge without application and approval for an ABRA Entertainment Endorsement. This section shall become effective upon ABRA's implementation of the Entertainment Endorsement application process.
- g.) Applicant agrees to abide by all sections of D.C. law and regulation with regard to "Taverns".

change

- h.) Admittance to the establishment shall be restricted to persons of at least 21 years of age.
- i.) The Applicants' ABC Licensed Managers shall undergo Alcohol Awareness Training. In addition, Managers shall instruct all servers concerning the proper procedures for sale and service of alcoholic beverages.

2. Hours. The hours of operation shall be:

Sunday: Not to exceed those hours contained in Applicant's ABRA application file, provided hours do not exceed those allowable by statute for alcohol service, the KCA agrees not to object should a further application to the ABC Board be required to clarify Sunday hours.

Monday through Thursday: 4:00 pm until 2:00 am

Friday: 4:00 pm until 3:00 am

Saturday: 6:00 pm until 3:00 am

Sidewalk Café: Shall close at 1:00 am Sunday through Friday, and:
Shall close at 2:00 am Saturday.

Year-round use.

Last call will be announced ½ hour prior to closing, each night of operation.

2.Capacity.

Copies of the DCRA issued Certificates of Occupancy, No. B163568 for 1723 Columbia Road, NW, dated 9-4-1992 and B163567 for 1725 Columbia Road, NW, dated 9-4-1992 are attached as page 5 of this agreement.

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including:

- a.) 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 the DC Noise Control Act of 1977 (Public Law 2-53), as amended. The Applicant agrees to abide by all Alcoholic Beverage Control regulations, as amended.
- b.) 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.
- c.) Music from inside will be maintained at a volume that is not disturbing to surrounding residential housing areas, in particular to the residents of the Beverly Court Cooperative.
- d.) Applicant agrees to not place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects loud sound into the public space.

4. Trash/garbage/rodent control.

- a.) Applicant shall maintain regular trash/garbage removal service with sufficient frequency that dumpsters and recycling containers never overflow, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain 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 minimize the rat population.
- b.) Applicant agrees to segregate and recycle bottles, cardboard and cans apart from trash as required by DC law 7-226, and agrees not to dispose of bottles and cans in the outside trash dumpsters or recycling containers between the hours of 11:00 pm and 8:00 am.
- 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.

5. Exterior, including public space.

- a.) Applicant shall assist in the maintenance of the space in front of the establishment to the curb, remove trash 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 in front of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing. There shall be no rear ingress or egress of patrons, except in the case of an emergency.

6. Miscellaneous:

- a.) Applicant will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.
- b.) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisement on trees in the public space.

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events, but reserves the right to participate in other cross-establishment promotions.

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents. Applicant will encourage employees and patrons leaving the establishment to keep excessive noise to a minimum from 11:00 PM to 7:00 AM.

9. 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 in accordance with ABC regulations or statute.

10. Withdrawal of Protest. The KCA agrees to the Substantial Change of the license and the withdrawal of its protest, *provided* that this Cooperative Agreement is incorporated into the Board's order granting the aforesaid Application.

11. Availability of Voluntary Agreement. Applicant agrees to keep available at all times a copy of this Agreement at his establishment and shall familiarize all his employees with its terms and conditions, as appropriate.

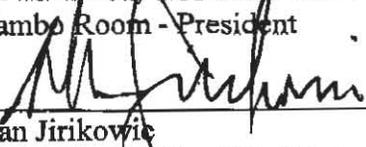
12. Handling of Complaints Under This Agreement. Before filing a complaint with the ABRA concerning a perceived violation, or any other alleged violation of this agreement, the KCA through its President, Executive Vice President or ABC Licensing Chairman will contact Mr. Al Jirikowic at: 1. 202 483-5454, or: 2. 202 332-2211, or Mr. Bob Belmonte at: 1. 202 327-1036, or: 2. 202 332-2211, and request that the problem be remedied. If after seven (7) days, the problem has not been corrected, the KCA may report the violation to the ABRA's Enforcement Division or petition the ABC Board for a hearing to show cause under 25-447, dependant on the nature of the problem.

 1/25/05

Date
Tesfameichael Berhane Ghebre
For Krakatoa T/A Chief Ike's
Mambo Room - President

 1-25-2005

Date
For KCA
Denis James
Executive Vice President

 1/25/05

Date
Alan Jirikowic
For Krakatoa T/A Chief Ike's
Mambo Room - Vice President

No. B 163567

DC 11-11
(Rev. 11/81)

District of Columbia Government
Department of Consumer and Regulatory Affairs
Building and Land Regulation Administration Zoning Division
P.O. BOX 37200 - Washington, D.C. 20013-7200

CERTIFICATE OF OCCUPANCY

September 4, 1992
(date)

Permission is hereby granted to KRAKATOA, INC.
to use suite(s) _____ on the first and second floor(s)
of the building located on lot(s) 283 square 2581
known as premises 1725 Columbia Road, N.W. for the following
purpose(s) Restaurants; 50 seats on lot & 65 seats on 2nd
Not sexually oriented

BZA #: _____ EXPIRATION DATE: _____

THIS CERTIFICATE SHALL BE POSTED CONSPICUOUSLY ON THE ABOVE PREMISES AT ALL TIMES. IT IS VALID INDEFINITELY, unless an expiration date is stated, ONLY for the premises, or part thereof, and for the purpose(s) indicated above, and IS NOT TRANSFERABLE to another person or premises under ANY conditions. ANY CHANGE in the type of business, ownership of business, or part of premises used therefor, will render this Certificate VOID and a NEW Certificate must be obtained.

ZONE C-2-B FEE \$ 27.00

Aubrey H. Edwards, Director
By [Signature]
Designee

No. B 163568

DC 11-11
(Rev. 11/81)

District of Columbia Government
Department of Consumer and Regulatory Affairs
Building and Land Regulation Administration Zoning Division
P.O. BOX 37200 - Washington, D.C. 20013-7200

CERTIFICATE OF OCCUPANCY

September 4, 1992
(date)

Permission is hereby granted to KRAKATOA, INC.
to use suite(s) _____ on the FIRST floor(s)
of the building located on lot(s) 283 square 2581
known as premises 1723 Columbia Road, N.W. for the following
purpose(s) Restaurant; seating 60
Not sexually oriented

BZA #: _____ EXPIRATION DATE: _____

THIS CERTIFICATE SHALL BE POSTED CONSPICUOUSLY ON THE ABOVE PREMISES AT ALL TIMES. IT IS VALID INDEFINITELY, unless an expiration date is stated, ONLY for the premises, or part thereof, and for the purpose(s) indicated above, and IS NOT TRANSFERABLE to another person or premises under ANY conditions. ANY CHANGE in the type of business, ownership of business, or part of premises used therefor, will render this Certificate VOID and a NEW Certificate must be obtained.

ZONE C-2-B FEE \$ 27.00

Aubrey H. Edwards, Director
By [Signature]
Designee

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

In the Matter of:)	
)	
Krakatoa)	
t/a Chief Ikes)	
)	
Application for a Retailer's Class)	Application no. 21402
CR License (renewal))	2002-88
at premises)	
1725 Columbia Road, N.W.)	
Washington, D.C.)	
)	

Andrew James Miscuk, Chairperson, on behalf of the Advisory Neighborhood Commission 1C, and A. Jirikowic, on behalf of Krakatoa, Signatories

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey Thompson, Member

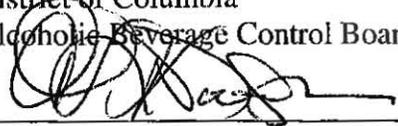
ORDER ON VOLUNTARY AGREEMENT

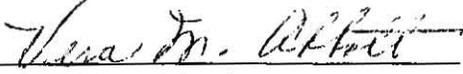
This matter came before the Board for approval on April 24, 2002. The signatories to the attached voluntary agreement dated April 15, 2002, submitted the agreement to the Board in accordance with 23 DCMR Section 1513 (June 1997).

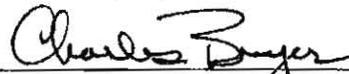
Having determined that the agreement complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this 22nd day of May 2002, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and **INCORPORATE** the text of the same into the Order.

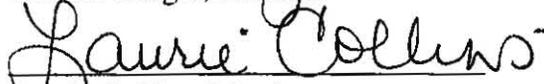
Krakatoa
t/a Chief Ikes
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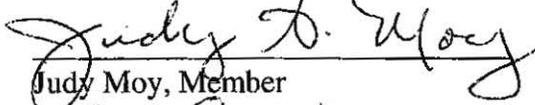
District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES

THIS AGREEMENT, made and entered into this 15th day of APRIL 2002, by and between KRAKATOA, Trading as CHIEF IKE'S (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C, (hereinafter the "Protestant"), witnesses:

Whereas Applicant has filed an application (21402) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as CHIEF IKE'S located at 1725 Columbia Rd NW, Washington, DC:

Whereas Protestant has filed before The Board a protest opposing the granting of this renewal,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the renewal of the license and withdrawal of the Protest *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns,

Now agree therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

- 1. Hours. The hours of operation shall be:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Inside:							
Roof:	<i>as allowed by law</i>						
Patio:							

(If hours are different on different floors please indicate)
If different from above, hours when alcohol will be served:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Inside:							
Roof:							
Patio:							

2002 APR 18 PM 10 06

2. Seating. Seating capacity will not exceed: CURRENT "C" of "O" limitations

Interior table

Interior bar

Patio(s):

Roof:

(Please indicate by floor, if more than one floor will have seating)

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 DCMR 905. 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. MAINTAINING CURRENT STANDARDS AS PERTAINS TO BEVERLY CT. AGREEMENT.

4. Trash/garbage/rodents. 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 remain 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 and eliminate the rat population.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as need 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 or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) 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 dumpster.

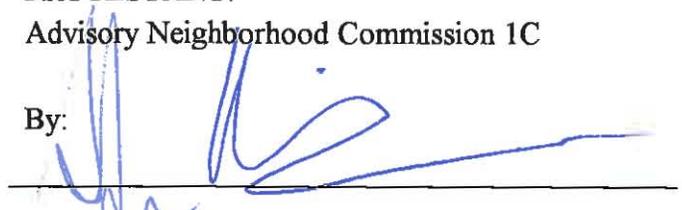
6. Items specific to establishment:

NO OUTSIDE SPEAKERS
PRIOR TO ANY ANC COMPLAINTS TO ABRA, MR. AL
TIRIKOWIC WILL BE CONTACTED AT 483-5452
FOR A PERSONAL MEETING WITH THE ANC'S ABC
COMMITTEE CHAIR. MR. TIRIKOWIC OFFERS HIS
SERVICES AS A LIAISON/MEDIATOR IN ANY
EVENTUALITY OF DISPUTE OR PROBLEM BETWEEN
THE ANC & ANY OTHER ABC-LICENSED ESTABLISHMENT

- 7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls," *but reserves the right to participate in other cross-establishment promotions.*
- 8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.
- 9. 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. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of changes at a full public meeting.
- 10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.
- 11. ~~Withdrawal of protest. Protestant agrees to the issuance of the renewal of the license and the withdrawal of their protest *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.~~

APPLICANT:

 By: ALAN JIRIKOWIC

PROTESTANT:
 Advisory Neighborhood Commission 1C
 By: 
ANDREW MISCUK - CHAIR

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

_____)
In the Matter of :)

Krakatoa, Inc.)
t/a Chief Ike's Mambo Room)

Application for a Retailer's Class)
CR License – renewal)

Case no. 21402-00054P

1725 Columbia Road, N.W.)
Washington, D.C.)
_____)

**Judy Brunton, Julio Luna, Margaret Devoe, Michael Eicher, and Sinead Quinn,
Protestants**

Tesfamicael B. Ghebre, President, on behalf of the Applicant

**BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey E. Thompson, Member**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

This matter, having been protested, came before the Board for public hearing on May 10, 2000, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Judy Brunton, Julio Luna, Margaret Devoe, Michael Eichler and Sinead Quinn filed timely opposition. However, the protestants designated Judy Brunton as their representative in this protest matter.

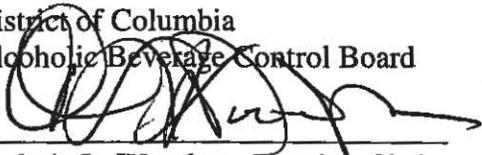
The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated July 13, 2000, the protestant has agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

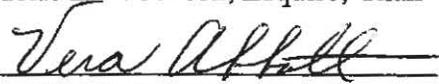
Krakatoa, Inc.
Chief Ike's Mambo Room
Page two

Accordingly, it is this 2nd day of August 2000, **ORDERED** that:

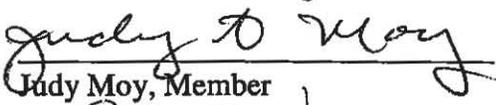
1. The opposition of Judy Brunton, be, and the same hereby, is **WITHDRAWN**;
2. The application of Krakotoa, Inc. t/a Chief Ike's Mambo Room for a retailer's class CR license (renewal), located at 1723-1725 Columbia Road, Northwest, Washington, D.C., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**, and:
4. Copies of this Order shall be sent to the Protestant and the Applicant.

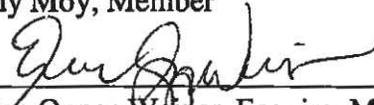
District of Columbia
Alcoholic Beverage Control Board

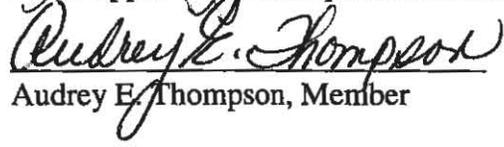

Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Charles Burger, Member


Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

VOLUNTARY AGREEMENT

This is an agreement between residents of Beverly Court Cooperative, Inc., Judy Brunton, Margaret Devoe, Julio Luna, Michael Eichler, and Sinead Quinn, 1736 Columbia Road, N.W., Washington, D.C. 20009 (hereafter **Beverly Court**); and Krakatoa, Inc., Tesfamichael Berhane Ghehre, President and Allan Jirikowic, Vice President, licensee of the establishment trading as Chief Ike's Mambo Room, 1723-1725 Columbia Road, N.W., Washington, D.C. 20009 (hereafter **Chief Ike's**).

WHEREAS there have been serious and ongoing problems related to the operation of Chief Ike's, in particular, loud music, rowdy patrons, and other matters of noncompliance with District of Columbia law, and this noise and disturbance have prevented the residents of Beverly Court from enjoying peace and quiet in their homes.

It is **AGREED** that the following actions will be taken:

Chief Ike's will take steps to ensure that noise emanating from its establishment, whether from live music, recorded music, or patrons inside or outside the bar, cannot be heard by residents of Beverly Court. These steps shall include, but shall not be limited to, the following :

1. Monitor the Disc-Jockeys who control the recorded music to make sure that a lower volume is maintained. Establish and maintain a volume of recorded music that is **not disturbing to residents of Beverly Court**.
2. Monitor the bands who provide live music to make sure that a lower volume is maintained. Establish and maintain a volume of live music that is **not disturbing to residents of Beverly Court**.
3. Permanently close the upstairs windows facing onto Columbia Road, by installing locks, screws, latches, or other devices that cannot be opened by employees or patrons.
4. Permanently close the downstairs glass door facing onto Columbia Road, by installing locks, screws, latches, or other devices that cannot be opened by employees or patrons.
5. Install sound-absorbing drapes on the glass walls of the first floor of 1723-1725 Columbia Road. The drapes will be kept drawn during live music or DJ sessions.
6. Maintain a functioning wooden double door system at the main entrance, so that one of the two doors is closed as patrons enter or leave.
7. Post a doorman at the front door during periods of high patronage (usually Friday and Saturday nights, but including other times as needed) to ensure that the front door is kept closed and to monitor the behavior of patrons.
8. Post a sign advising patrons to maintain peace and quiet.
9. Monitor the behavior of patio patrons so that excessive noise, rowdy activity, or malingering will be eliminated.
10. Close the patio by removing chairs and tables at least one hour before the bar closes.

SPP: JBC need by 1/1/20

11. Provide a name and telephone number of a responsible person (either an owner or a manager) who is available while the bar is in operation to oversee the noise level.
12. Take any other steps necessary to eliminate noise that disturbs the peace and quiet of Beverly Court residents.

Chief Ike's further agrees that these noise control actions will be in effect **at all times** that the establishment is open for business.

Chief Ike's, through its owner or manager, will maintain communication with residents of Beverly Court so that problems of noise, rowdy patrons, or other compliance issues can be addressed.

This AGREEMENT shall become a **part of the license** held by Krakatoa, Inc. for the establishment at 1723-1725 Columbia Road, N.W. and shall operate as a **CONTINUING CONDITION** on that license.

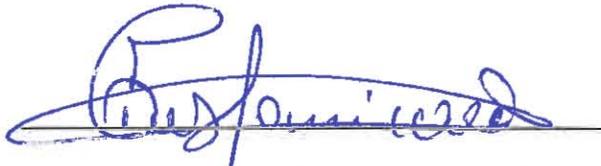
This AGREEMENT entered into, this 13th day of July, 2000.

For the Residents of Beverly Court Cooperative, Inc.:



Judy Brunton
Margaret Devoe
Julio Luna
Michael Eichler
Sinead Quinn

For the Licensee, Krakatoa, Inc.:



Tesfamichael Berhane Ghehre, President
Allan Jirikowic, Vice President

CERTIFICATE OF SERVICE

I, Judy Brunton, hereby certify that the attached REQUEST TO ENTER AGREEMENT INTO THE RECORD and VOLUNTARY AGREEMENT were hand delivered on July 14, 2000 to the Alcoholic Beverage Control Board, 941 N. Capitol Street, N.E., 7th Floor, Washington, D.C. 20002, and that a copy of these documents was hand delivered on July 14, 2000 to Fred Mossally, Esq. Office of Corporation Counsel, 441 Fourth Street, N.W., Suite 1060 North, Washington, D.C. 20001.



Judy Brunton

HAND DELIVERED

The Alcoholic Beverage Control Board
941 N. Capitol Street, N.E.
7th Floor
Washington, D.C. 20002

BRA-ABC
200 JUL 14 AM 11:19
lsb

To the Members of the ABC Board:

RE: Case No. 21402-00054P, Chief Ike's Mambo Room

The parties have reached a **VOLUNTARY AGREEMENT** which is intended to resolve this case. The terms of that agreement are contained in the attached document.

We note that the licensee, Krakatoa, Inc., through its President, Mr. Tesfamichael Berhane Ghehre, has been cooperative in negotiations and has taken immediate steps to address the issues raised in this protest. Nevertheless, the problems of loud music and rowdy patrons require continuing supervision.

Therefore, the parties **REQUEST** that the **ABC BOARD** enter the attached **VOLUNTARY AGREEMENT** into the record of this proceeding and make the agreement a **CONTINUING CONDITION** of the license for the operation of the establishment at 1723-1725 Columbia Road, N.W., which is currently called Chief Ike's Mambo Room.

The parties further **REQUEST** that the written agreement be accepted in lieu of the appearance of the parties at the **STATUS HEARING** scheduled for 9:30 AM on July 19, 2000, so that the parties will be **EXCUSED** from attendance at that hearing.

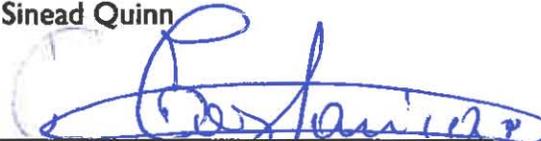
Both parties hereby **STIPULATE** and **AGREE** to these requests.

For the Protestants, Residents of Beverly Court Cooperative, Inc.:



Judy Brunton
Margaret Devoe
Julio Luna
Michael Eichler
Sinead Quinn

For the Licensee, Krakatoa, Inc.:



Tesfamichael Berhane Ghehre, President

RESPECTFULLY SUBMITTED this 14th day of July, 2000.

cc: Fred Mossally, Esq., Office of Corporation Counsel