

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

_____)
In the Matter of:)
)
Afrique International, Inc.)
t/a Kendejah)
)
Holder of a)
Retailer's Class CT License) License No. ABRA-079219
) Order No. 2011-024
)
at premises)
5828 Georgia Avenue, N.W.)
Washington, D.C. 20011)
_____)

Afrique International, Inc., t/a Kendejah ("Applicant")

Michael Yates, Commissioner, Advisory Neighborhood Commission ("ANC") 4C

BEFORE: Charles Brodsky, Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Afrique International, Inc., t/a Kendejah, holder of a Retailer's Class CT License, located at 5828 Georgia Avenue, N.W., Washington, D.C. and Commissioner Michael Yates, on behalf of ANC 4C, have entered into a Voluntary Agreement (Agreement), dated November 30, 2010, that govern 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 Michael Yates, on behalf of ANC 4C, are signatories to the Agreement.

Accordingly, it is this 12th day of January 2011, **ORDERED** that:

1. The above-referenced Voluntary Agreements submitted by the Applicant and ANC 4C to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 6 shall be removed;

Section 7 shall be removed;

Section 17 shall be modified to exclude "ANC and other city officials";
and

Section 20 shall be removed.

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and ANC 4C.

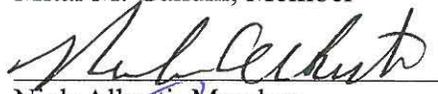
Afrique International, Inc.
t/a Kendejah
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District of Columbia
Alcoholic Beverage Control Board

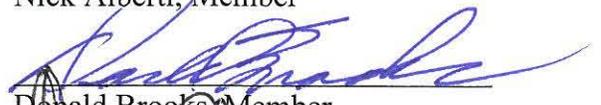


Charles Brodsky, Chairperson

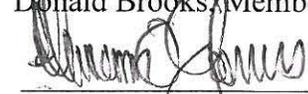
Mital M. Gandhi, Member



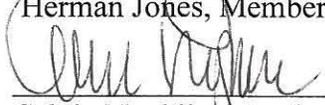
Nick Alberti, Member



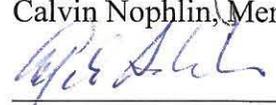
Donald Brooks, Member



Herman Jones, Member



Calvin Nophlin, Member



Mike Silverstein, 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, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

Voluntary Agreement for Kendejah Restaurant & Lounge
5828 Georgia Avenue, NW Washington DC 20011
RE: Application for Renewal of Alcoholic License

Preamble

This agreement entered on 30th day of November 2010 between the Kendejah restaurant & lounge, (“Licensee”) operating under Retailer’s Class CT01, License No. ABRA-079219 and Michael Yates on behalf of Advisory Neighborhood Commission 4C (collectively the “Parties”).

Whereas “Licensee” has applied for renewal of liquor license on the premises located at 5828 Georgia Avenue NW, Washington, DC 20011 (“Establishment”), License No. ABRA-079219.

And

Whereas, “Parties” have filed a protest to the application for renewal of liquor license.

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 Class CT01 license and operate as a restaurant and lounge.
3. That the licensee will comply with all laws and regulations governing the operation of this 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 the Licensee, its officers and employees, will cooperate with the Advisory Neighborhood Commission 4C (ANC4C) 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 (MPD), ABRA inspectors, Advisory Neighborhood Commissioners, and other city officials.
6. That the Licensee will provide written notice to ANC4C within five (5) days of filing a transfer application with ABRA.
7. That the Licensee agrees to meet at either the Licensee’s location or a location mutually agreeable to both parties, if so requested by ANC4C.

Hours

8. That the Licensee’s hours of operation shall be as follows:
 - i. Monday thru Thursday: 11:00AM – 1:00AM
 - ii. Friday & Saturday: 11:00 AM – 4:00AM
 - iii. Sunday: 10:00AM – 1:00AM
9. That the Licensee’s hours of alcohol sales shall be as follows:
 - i. Monday thru Thursday: 12:00 PM – 12:00 AM
 - ii. Friday & Saturday: 12:00 PM – 3:00AM
 - iii. Sunday: 12:00 PM – 12:00 AM
 - iv. There will be a last call for alcoholic beverages fifteen (15) minutes prior to these hours, at which time all alcohol services must stop. The Licensee further agrees to keep the kitchen open to serve food as

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ALCOHOLIC BEVERAGE CONTROL BOARD
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required by law until 2 hours before closing on all days of business operations.

10. That the Licensee's hours of entertainment shall be as follows:
 - i. Monday thru Thursday: 6:00 PM – 12:00 AM
 - ii. Friday & Saturday: 6:00 PM – 3:00 AM
 - iii. Sunday: 6:00 PM – 12:00AM
11. That the Licensee further agrees that all patrons shall leave the establishment at or before the closing times under #8.

Parking

12. That Licensee will work with the community to discourage customers from parking illegally.

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 ensure 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 after closing Saturday and Sunday mornings (after Friday and Saturday closings) to guard against loitering.
15. That the licensee will make every effort to 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 is enforced.
16. That the Licensee will keep a sign posted at all times in the establishment requesting its patrons to behave responsibly when exiting the premises: No Loitering, Littering and Excessive noise.
17. The Licensee agrees to notify 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 by residents, MPD, ABRA inspectors, ANC and other city officials.

Property Maintenance and Trash Removal

18. That the Licensee will keep public space in front of and around the establishment, including the sidewalk, free of debris and trash. Licensee will sweep and remove litter from the area extending from the property to the curb in front of the establishment, including the sidewalk. This does not include any public trash bin.
19. That the Licensee agrees to be in full and 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 trash, garbage and recycled materials generated by the establishment, and to ensure that trash, garbage, and recycled materials are removed either on weekdays or on weekends.
20. That the Licensee agrees to work cooperatively with ANC4C to improve the overall environment along Georgia Avenue to make it a cleaner and more secure area for residents, customers and businesses.

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.

Voluntary Agreement for Kendejah Restaurant & Lounge
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RE: Application for Renewal of Alcoholic License

22. That the Licensee will not knowingly 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.
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 ensure that all alcoholic beverages serving staff receives ABRA approved training in the sale, service and handling of alcoholic beverages. Licensee will also assure that the ABC Manager has identification as an ABC approved manager on his/her person.
25. That the Licensee will not sell, deliver, or allow consumption of alcohol before or after legal hours of sale by customers or patrons.

Noise

26. 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. Limiting emissions of sound or music that may be heard outside the licensed establishment by the use of any musical instrument or amplification device.
 - ii. Closing all windows of the premises 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. Make every effort to keep all doors on the premises closed 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 doors for ingress into or egress from the premises.

Modification to Agreement

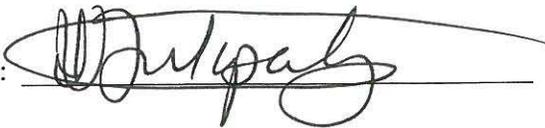
This agreement may be modified only by the ABC Board or mutual agreement of all parties with the approval of the ABC Board.

Withdrawal of protest and signature pages

Provided that the foregoing voluntary agreement is approved by the ABC Board, the Parties agree to withdraw the protest of the application for extended hours of operation, License No. ABRA-079219 for Kendejah Restaurant, 5828 Georgia Avenue NW Washington DC 20011.

Manager:

Issac Tukpah, Kendejah:



Protestant:

Michael Yates
Secretary, ANC 4C:

