

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

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<b>In the Matter of:</b>		)
		)
Pocomo, LLC		)
t/a Bayou		)
		)
Applicant for Renewal of	) Case No.	10-PRO-00159
a Retailer's Class CT License	) License No.	ABRA-078057
	) Order No.	2011-157
	)	)
at premises	)	)
2519 Pennsylvania Avenue, N.W.	)	)
Washington, D.C. 20037	)	)
<hr/>		)

Pocomo, LLC, t/a Bayou ("Applicant")

Rebecca Coder, Chairperson, Advisory Neighborhood Commission ("ANC") 2A

Peder Maarbjerg, on behalf of A Group of Five or More Individuals

**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 AND WITHDRAWAL OF PROTEST**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Pocomo, LLC t/a Bayou ("Applicant"), has submitted an Application to renew its Retailer's Class CT License, located at 2519 Pennsylvania Avenue, N.W., Washington, D.C. The Applicant; Chairperson Rebecca Coder, on behalf of ANC 2A; and Peder Maarbjerg, on behalf of A Group of Five or More Individuals, have entered into a Voluntary Agreement ("Agreement"), dated March 1, 2011, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

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The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson Rebecca Coder, on behalf of ANC 2A; and Peder Maarbjerg, on behalf of A Group of Five or More Individuals, are signatories to the Agreement.

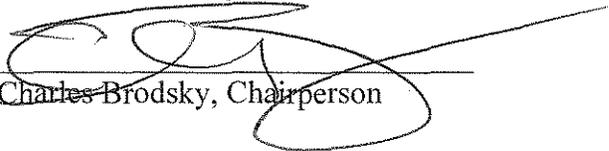
This Agreement constitutes a withdrawal of the Protests filed by ANC 2A and the Group of Five or More Individuals of this Application.

Accordingly, it is this 16<sup>th</sup> day of March 2011, **ORDERED** that:

1. The Application filed by Pocomo, LLC, t/a Bayou ("Applicant"), for renewal of its Retailer's Class CT License, located at 2519 Pennsylvania Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2A and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;
3. The above-referenced Voluntary 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 Applicant; ANC 2A; and Peder Maarbjerg, on behalf of A Group of Five or More Individuals.

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District of Columbia  
Alcoholic Beverage Control Board

  
Charles Brodsky, Chairperson

Mital M. Gandhi, Member



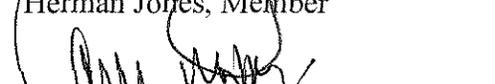
Nick Alberti, Member



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, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

## **Bayou Cooperative Agreement**

This Cooperative Agreement (“Agreement”), is made and entered into on this 1st day of March, 2011, by and between Pocomo LLC dba Bayou (“Applicant”), the Party of Five and Advisory Neighborhood Commission 2A (“ANC 2A”), hereinafter the Parties.

WHEREAS, Applicant has applied for a renewal of License ABRA-078057, Retail Class CT, for a venue located at 2519 Pennsylvania Avenue, NW, Washington, DC (“Establishment”);

WHEREAS, the Premises are within the boundaries of ANC 2A;

WHEREAS, the Parties desire to enter into this Agreement pursuant to DC Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to promote the peace, order and quiet of the neighborhood, protect property values, and mitigate effects on transportation and pedestrian safety;

WHEREAS, the Parties request that the Applicant’s license renewal be granted, conditioned upon the Alcohol Beverage Control (ABC) Board’s approval and acceptance of this written Agreement and its incorporation into the Board’s Order issuing and governing the license;

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

1. **Recitals Incorporated.**
  - a. The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.**
  - a. The Applicant will manage and operate a restaurant, bar and live music venue.
3. **Floors Utilized and Occupancy.**
  - a. The liquor license shall apply to the 2,000 sf of first (ground) and second (mezzanine) levels of the property and the adjoining public sidewalk café space.
  - b. Outdoor sidewalk café occupancy, described by the applicant as less than 30 seats, shall be determined by the appropriate District of Columbia rules and regulations governing the use of outdoor space.
4. **Hours of Live Entertainment.**
  - a. Hours of Live Entertainment
    - i. Sunday through Wednesday, 11:00 am to 12:00 am
    - ii. Thursday, 11:00 am to 1:00 am
    - iii. Friday and Saturday, 11:00 am to 1:30 am

- iv. Notwithstanding the foregoing, on the seven (7) nights prior to Fat Tuesday, Applicant may have live entertainment during all legal hours.
- b. The Parties agree that Applicant retains the right to apply for extended hours of entertainment for exceptional events (such as the Presidential Inauguration, the World Cup, etc.) as defined by the Alcoholic Beverage Regulation Administration and other relevant District of Columbia agencies.
- c. The Parties agree that Applicant has the right to increase Hours of Live Entertainment for up to seven exceptional events.

**5. Entrance and Sidewalk Cafe.**

- a. Sidewalk Café Hours
  - i. Sunday through Thursday, 11:00 am to 2:15 am
  - ii. Friday and Saturday, 11:00 am to 3:15 am
- b. The Applicant will take reasonable efforts to ensure that ingress, egress and patron cafe seating does not negatively impact the surrounding environs.
  - i. To that effect, the Applicant's staff will regularly monitor the outdoor area.
  - ii. The Establishment shall lock and/or store any patio tables, chairs or benches in such a manner as to deter loitering.

**6. Noise, Security and Privacy.**

- a. The Applicant will strictly comply with DC Official Code § 25-725 and take all reasonable actions to ensure that noise and vibration is not audible outside of the Establishment. To that effect, the Applicant will employ the following management policies (not enforceable by ABRA unless allowed under the law):
  - i. Ensure no furniture is removed from the establishment and stored in the alley or sidewalk café in order to increase capacity
  - ii. Train staff to keep all windows and doors closed when any amplification of sound is occurring
  - iii. Advise bands to keep sound levels reasonable to ensure inaudibility outside of the establishment
  - iv. Advise bands that loading / unloading after 10:00 pm must occur via the front entrance
  - v. Post a sign reminding patrons to keep noise to a minimum when entering/leaving the Establishment or sitting in the outside patio area

**7. Deliveries, Cleanliness and Refuse Removal.**

- a. Take reasonable measures to ensure that the immediate environs of the Establishment are kept in a clean and litter-free condition
- b. Take appropriate measures to comply with DC Official Code § 2717, while limiting the disposal of such refuse items (specifically bottles) after

9:00 pm, to reduce the impact of the peace and quiet of the surrounding residences

- c. Ensure that any truck or trash deliveries or pick-ups happen after 7:00 am and before 9:00 pm

**8. Signage.**

- a. Signage shall comply with exterior signage and lighting rights of the property pursuant to DC regulations
- b. No flashing or flashing neon signs

**9. Amendments to the Application.**

- a. The Applicant shall use good faith efforts to notify the Parties of any amendments to the application related to the nature of the business, occupancy, or hours.

**10. Termination.**

- a. This agreement shall be in place for one year once approved by the ABC Board.
- b. If during that period, the Applicant receives no more than three ABRA violations, then the Parties agree that the cooperative agreement will be automatically terminated.

**11. Binding Effect.**

- a. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.
- b. The parties further agree that in the event of a sale of the Establishment, the Applicant will notify the parties prior to the effective date of the sale and will notify the new owner of the terms of this Agreement.

**12. Notice and Opportunity to Cure.**

- a. In the event either party is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement.
- b. Unless the breach is of an emergency nature, a repetition of a prior breach or is otherwise enforceable under the terms of law or regulation, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice.
- c. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach by diligently pursuing such cure) such failure shall constitute a cause for seeking a Show Cause Order from the ABC Board.
- d. Any notices required to be made under this Agreement shall be in writing and mailed or hand-delivered to the other Parties to this Agreement at the addresses of record with ABRA.





VERITAS

Veritas Licensing & Legislative Affairs

Andrew J. Kline\* Director

Terry Brennan License Administrator

Jes Julius Executive Assistant

March 4, 2011

**VIA E-MAIL AND HAND DELIVERY**

Thea D. Davis  
Assistant Attorney General  
Office of the General Counsel  
Alcoholic Beverage Regulation Administration  
1250 U Street, N.W., 3rd Floor  
Washington D.C. 20009

**RE: Pocomo, LLC t/a Bayou;  
2519 Pennsylvania Ave., NW;  
License No. 078057  
Cooperative Agreement**

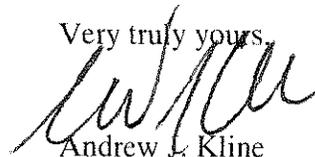
Dear Ms. Davis:

The parties were able to come to an agreement to resolve the protest that was filed in connection with the Applicant's renewal of its Class CT license. Enclosed is a fully executed Cooperative Agreement signed by Robert Blair on behalf of the Applicant, Rebecca Coder, Chair of ANC 2A and Peder Maarbjerg, Designated Representative of a group of five.

We respectfully request that the Board issue an Order approving the enclosed Agreement, dismiss the protest, and instruct ABRA staff to update the Applicant's license if necessary. Also, please confirm it is no longer necessary for the parties to appear at the status hearing scheduled for 9:30 a.m. on Wednesday March 9 as an agreement has been reached.

Do not hesitate to contact me if you, the Board, or ABRA staff have questions in connection with this matter.

Very truly yours,



Andrew J. Kline

AJK/jrj

cc: Martha Jenkins, General Counsel, ABC Board  
LaVerne Fletcher, ABRA  
Cynthia Simms, ABRA  
Rebecca Coder, Chair, ANC 2A  
Peder Maarbjerg  
(All via email)