

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

_____)	
In the Matter of:)	
)	
Politiki, LLC)	
t/a Pour House)	
)	
Holder of a)	License No. ABRA-025897
Retailer's Class CT License)	Order No. 2011-017
)	
at premises)	
319 Pennsylvania Avenue, S.E.)	
Washington, D.C. 20003)	
_____)	

Politiki, LLC, t/a Pour House ("Applicant")

Dave Garrison, Chairperson, Advisory Neighborhood Commission (ANC) 6B

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 Politiki, LLC, t/a Pour House ("Applicant") and Chairperson Dave Garrison, on behalf of ANC 6B, entered into a Voluntary Agreement (Agreement) dated November 10, 2010, that governs 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 Chairperson Dave Garrison, on behalf of ANC 6B, are signatories to the Agreement.

Politiki, LLC
t/a Pour House
License No. ABRA-025897
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Accordingly, it is this 12th day of January 2011, **ORDERED** that:

1. The above-referenced Voluntary Agreements submitted by the Applicant and ANC 6B to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 6B.

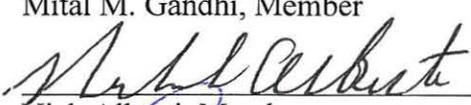
Politiki, LLC
t/a Pour House
License No. ABRA-025897
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District of Columbia
Alcoholic Beverage Control Board

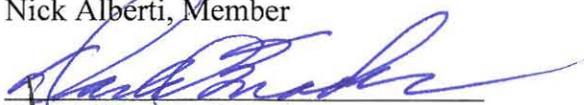


Charles Brodsky, Chairperson

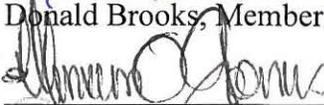
Mital M. Gandhi, Member



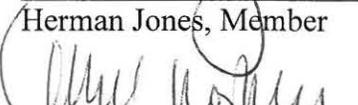
Nick Alberti, Member



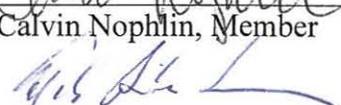
Donald Brooks, Member



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

THIS VOLUNTARY AGREEMENT is made on this 10th day of November, 2010 by and between Politiki, LLC t/a Pour House, Applicant, and Advisory Neighborhood Commission 6B, (Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's license renewal for premises, 229 Pennsylvania Ave SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "CT" Restaurant Liquor License with an entertainment endorsement at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. 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. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant will manage and operate a CT license at the listed address in accordance with the terms of its license.
3. ***Hours of Operation and Sales.*** The Applicant's hours of operation shall be as follows:

Sunday – Thursday 10:00 am -- 2:00 am
Friday – Saturday 10:00 am – 3:00 am

Hours of Entertainment:

Sunday – Thursday 6:00 pm — 2:00 am
Friday – Saturday 6:00 pm — 3:00 am

4. ***Sidewalk Café.*** Applicant will provide a sidewalk café with seating for no more than 12 patrons. Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. The sidewalk café must maintain proper spacing (10 from the curb and 6 feet from the treebox to allow for adequate pedestrian passage on the sidewalk. The sidewalk café will close at 5:00 pm on Sunday and will close Monday through Saturday no later than 2:00 am or 3:00 am according to its license.

5. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that noise and vibration from the Establishment are not audible outside the establishment at any time.
6. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Commercial trash pick up in residential areas will only take place between 7 a.m.-7 p.m.
7. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Board. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure no garbage and odors are present the following morning.
8. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant agrees that it shall take all necessary steps to minimize such problems, 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; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.

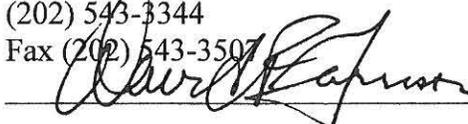
IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant: Politik, LLC.
t/a Pour House
319 Pennsylvania Avenue, SE
Washington, DC 20003
Mark Menard
202-391-1176



(Signature)

ANC: Advisory Neighborhood Commission
703 D Street, SE
Washington, DC 20003
Dave Garrison, Chairperson
(202) 543-3344
Fax (202) 543-3507



(Signature)

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

<hr/>)	
In the Matter of:)	
)	
Politiki, LLC)	
t/a Pour House)	
)	
Application to Renew the)	License No. 25897
Retailer's Class CT License)	Order No. 2008-243
at premises)	
319 Pennsylvania Ave., S.E.)	
Washington, D.C. 20003)	
<hr/>)	

Politiki, LCC t/a Pour House, the Applicant

Julie Olson, Chairperson, Advisory Neighborhood Commission 6B

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

ORDER ON VOLUNTARY AGREEMENT

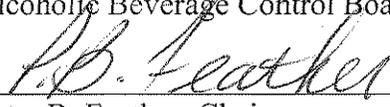
The official records of the Alcoholic Control Board (Board) reflect that the Applicant, Politiki, LLC t/a Pour House and Julie Olson, Chairperson of Advisory Neighborhood Commission (ANC) 6B (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated December 11, 2007 setting forth the terms and conditions by which the Applicant would operate under its Entertainment Endorsement. It is agreed that the Entertainment Endorsement for the basement and the first floor is limited to one sports trivia event per week. The Entertainment Endorsement for the second floor will be used for fundraisers and private events. There will be no dancing or a cover charge. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Julie Olson are signatories to the Agreement.

Politiki, LLC
t/a Pour House
License No. 25897
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Accordingly, it is this 23rd day of July 2008, **ORDERED** that:

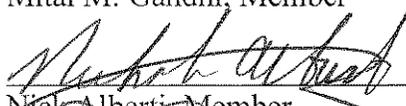
1. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
2. The Application of Politiki, LLC, t/a Pour House, 319 Pennsylvania Ave., S.E., Washington, D.C. 2003, for an Entertainment Endorsement to its Retailer's Class "CT" License is **APPROVED**;
3. Copies of this Order shall be sent to the Applicant and to ANC 6B.

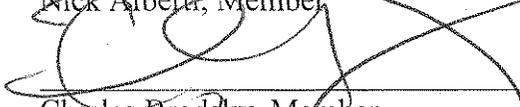
District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson

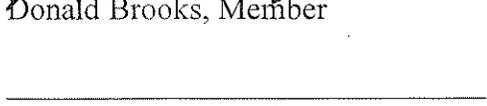

Judy A. Moy, Member


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 (COOPERATIVE) AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 31 day of July, 2008 by and between The Pour House ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for renewal of a Retailers' Class "CT" license with an entertainment endorsement for premises, 319 Pennsylvania Avenue, SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "CT" Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. 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. Both parties recognize the importance of business neighborhoods that are safe, clean, and "pedestrian friendly".

NOW, THEREFORE, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Applicant will manage and operate a CT license with an entertainment endorsement. The license covers the basement, first and second floor. The entertainment endorsement for the basement and first floor will be limited to one sports trivia event a week. The entertainment endorsement for the second floor will be for an event-driven, high end venue used predominately for fundraisers and private events. "Private events" are not open to the public and are by invitation only. The second floor will not exceed three events per week. There will be no dancing, or cover charge on premises. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.
3. **Hours of Operation and Sales.** The Applicant's hours of operation shall be as follows:

Sunday-Thursday 10 AM- 2 AM,

Friday and Saturday 10AM-3AM

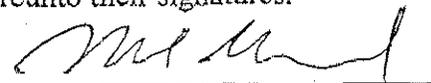
4. **Floors Utilized and Occupancy.** The Applicant will operate its establishment on the basement, first, and second floor(s) of the building. The Establishment will have no more than 199 patrons (48 basement, 87 main, 64 second floor).
5. **Sidewalk Café.** Applicant provides a sidewalk café with seating for 12 patrons. Applicant agrees that it shall not seek to expand the capacity of the sidewalk café without amendment of this Agreement. Applicant will direct that its employees inspect the sidewalk café on a regular basis to ensure its cleanliness. The sidewalk café shall close each day of the week no later than 2 or 3 AM as per legal closing time.
7. **Noise and Privacy.** Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make architectural improvements to the property and take all necessary actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent residential properties. Applicant agrees to keep its doors and windows closed when live music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.
8. **Public Space and Trash.** Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and that no garbage is placed on the abutting property. Applicant will ensure timely disposal that is the least disruptive to the neighbors. Commercial trash pick up in residential areas takes place between 7 a.m.-7 p.m.
9. **Rats and Vermin Control.** The Applicant shall provide rat and vermin control for its property. Applicant shall provide proof of its rat and vermin control contract upon the request of the Protestants. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
10. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant agrees that it shall take all necessary steps to minimize such problems, 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; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. This will include providing an

appropriate number of security officers, at all times when the Establishment is open to the public, who shall be responsible for ensuring that any individuals who are simply loitering are asked to move along.

- 11. **License Ownership and Compliance with ABRA Regulations.** Applicant promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees. Applicant also specifically agrees to be the sole owner of the ABC license.
- 12. **Participation in the Community.** Applicant agrees to seek to maintain open communication with the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC-6B public meetings, which currently occur on the second Tuesday of each month at 7 p.m. at the Old Naval Hospital, 921 Pennsylvania Avenue, SE, Washington, D.C. 20003. Applicant, upon notice from the ANC, shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement,
- 13. **Notice and Opportunity to Cure.** In the event that any of the parties 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. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. 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 and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant: Politiki LLC
 319 Pennsylvania Avenue SE
 Washington, DC 20003
 Attn: Mark Menard
 (202) 391-1176
 Fax (202) 546-0061



MARK MENARD.

ANC: Advisory Neighborhood Commission
 Address
 Washington, DC 20036
 Attn:
 (202)



Julie Olson

Politiki, LLC
t/a Pour House
License No. 25897
Page Two

Accordingly, it is this 9th day of January 2008, **ORDERED** that:

1. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
2. The Application of Politiki, LLC, t/a Pour House, 319 Pennsylvania Ave., S.E., Washington, D.C. 20003, for renewal of its Retailer's Class "CT" License is **APPROVED**;
3. Copies of this Order shall be sent to the Applicant and to ANC 6B.

District of Columbia
Alcoholic Beverage Control Board



Peter B. Feather, Chairperson



Judy A. Moy, Member



Albert G. Lauber, Member



Mital M. Gandhi, 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.

COOPERATIVE (VOLUNTARY) AGREEMENT

Made this 11th day of December, 2007 by and between Politiki LLC, T/A Pour House, and Advisory Neighborhood Commission 6B, (the ANC) (collectively, the "Parties").

WITNESSETH

WHEREAS, Applicant's application for a Retailers' Class "CT" license for premises, 319 Pennsylvania, Avenue, SE, Washington, D.C. 20003, ABC License #25897, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC; and,

WHEREAS, the parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "CT" Liquor License at the subject premises;

NOW, THEREFORE, the parties agree as follows:

1. The Applicant will maintain the area adjacent to the establishment in a clean and litter-free condition.
2. The Applicant will not have any extension of operating hours, except under special exceptions.
3. The Applicant acknowledges that this license does not allow live music, DJ, or entertainment at the premises.
4. The Applicant shall not extend any sound system or speakers to the outside of the premises.
5. Applicant will not operate the Premises as a nightclub, dance venue or similar venue.
6. The hours of operation are Mondays thru Thursdays ~~4:00 p.m.~~^{10:00 AM} - 2:00 a.m.; Fridays ~~4:00 p.m.~~^{10:00 A.M.} - 3:00 a.m.; Saturdays ~~noon~~^{10:00 AM} to 2:00 a.m.; and closed Sundays.
~~2:00 AM~~^M

The parties further agree that any failure of Applicant to adhere to the foregoing commitment would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. 1513.5.

IN WITNESS WHEREOF, the parties have affixed hereto their hands and seals.

APPLICANT:
By: MARK MENARD
[Signature]

ANC 6B:
By: Julia Olson
Julia Olson, Chairperson