

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

In the Matter of:)	
202 By PI, LLC)	
t/a District of PI)	
Applicant for a New)	License No. ABRA-086361
Retailer's Class CR License)	Order No. 2011-195
at premises)	
910 F Street, N.W.)	
Washington, D.C. 20004)	
)	

202 By PI, LLC, t/a District of PI (Applicant)

Jessica Dubose, on behalf of The Ventana Homeowners Association

BEFORE: Charles Brodsky, Chairperson
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 202 By PI, LLC, t/a District of PI (Applicant), filed an Application for a new Retailer's Class CR License located at 910 F Street, N.W., Washington D.C., and Jessica Dubose, on behalf of The Ventana Homeowners Association, have entered into a Voluntary Agreement, dated April 6, 2011, setting forth the terms and conditions 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 Jessica Dubose, on behalf of The Ventana Homeowners Association, are signatories to the Agreement.

Accordingly, it is this 25th day of May 2011, **ORDERED** that:

1. The above-referenced Voluntary Agreement submitted by the Applicant and The Ventana Homeowners Association to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Sections 10 and 11 shall be removed.

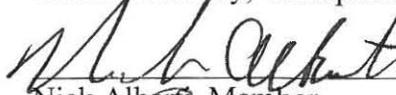
The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Applicant and Jessica Dubose, on behalf of The Ventana Homeowners Association.

District of Columbia
Alcoholic Beverage Control Board



Charles Brodsky, Chairperson



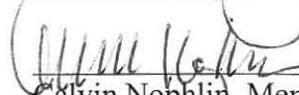
Nick Alberti, Member



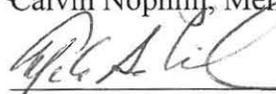
Donald Brooks, Member



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.

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT made and entered into this day of April 6, 2011 (the "Agreement") by and between 202 By Pi, LLC ("District of PI") and The Ventana Homeowners Associations ("HOA").

WITNESSETH

WHEREAS, District of Pi has applied for an Alcoholic Beverage Retailer's License (ABRA-86361) Class "CR" (the "License") for premises located at 910 F Street, NW, Washington DC (the "Premises") for the operation of a restaurant/pizzeria:

WHEREAS, the HOA has raised concerns about the operation of District of Pi's business with a License:

WHEREAS, the parties have discussed the concerns of the HOA and have reached an understanding related to the operation of the establishment.

WHEREAS, the parties have entered into this Agreement and request that the Alcoholic Beverage Control Board approve issuance of the License conditioned upon District of Pi's compliance with the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Entertainment/Noise/Dancing.** District of Pi may offer entertainment in the form of recorded music during all hours of operation. No live music, with the exception of a "DJ", shall be offered on the Premises at any time. Except for private functions, District of Pi shall not offer, create facilities for, or otherwise encourage, advertise, promote or otherwise create or maintain a "nightclub" or "disco" atmosphere in the Premises. Pi agrees to provide the Board a copy of a letter from its sound engineer, Polysonics, indicating the design of the restaurant meets or exceeds the STC code rating required by the District of Columbia.

3. Waste Removal/Pest Control. District of Pi 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. Trash and garbage shall be deposited only in rodent proof containers/dumpsters, and all covers will be properly secured and remain closed except when trash/garbage is being added or removed. All reasonable efforts will be made to eliminate food sources for rodents and eliminate the rat population.

4. Exterior/Public Space. Reasonable efforts shall be made by District of Pi to prevent or disperse loitering and any other source of noise or disturbance in the areas in front of the Premises during business hours and at closing. In addition, District of Pi shall take all reasonable measures to prohibit employees from congregating or parking in the alley behind the Premises. District of Pi shall use reasonable measures to discourage patrons from queuing in front of the Establishment including such measures as reservations, and pager and cell phone notification to patrons when their table is available.

5. Hours. District of Pi's permissible hours of operation and liquor sales shall be as follows:

Sunday -Thursday: 8:00 AM. -1:00 AM

Friday-Saturday: 8:00 AM -2:00 AM

6. Outdoor Patio. District of Pi's outdoor patio or summer garden will be limited to a maximum of 20 persons. The outdoor patio or summer garden hours will be from 11:00 AM. -11 :00 P.M. daily. There will be no music played in the outdoor patio or summer garden.

7. Window Treatments. All windows from 912 F Street, NW, that face the interior of District of Pi will at the expense of District of Pi, be made opaque. The opaque coating or treatment will be of a type that will allow light to pass through.

8. Quiet Egress Signage. The District of Pi will display conspicuously near the front exit doors two signs conveying to its patrons that they should be considerate and quiet when departing the premises as nearby residents can be affected by loud noises and talking. The signage will read, "Please be considerate of neighboring residents and keep your conversations and noise levels down to a minimum."

9. **Valet Parking.** The District of Pi acknowledges HOA's concerns that private events might exacerbate parking and traffic in front of the establishment and shall consider valet parking and other appropriate measures to alleviate these conditions.

10. **Notice of filing of ABC Transfer Application.** Applicant shall advise the HOA of the filing of any application to transfer the ABC license within 10 days of the filing.

11. **Participation in HOA** District of Pi, upon notice from the HOA, given no more often than quarterly, shall send a representative of the establishment to a meeting(s) or the respective organization to discuss neighborhood concerns and explore solutions to any problems associated with District of Pi's operations. Current contact numbers of the LLC managing member and general manager will be provided to the HOA.

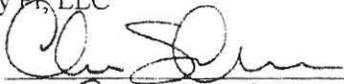
12. **Notices.** In the event of a violation of the provisions of this Voluntary Agreement, District of Pi shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within fifteen (15) days thereafter before action against District of Pi on the basis of such violation may be undertaken (except that as to a second violation relating to disturbances of noise, music and vibration, no cure period shall be required). A material violation of this Agreement or its ABC license by District of Pi has not been corrected within the period for cure, shall constitute cause for seeking a Show Cause Order from the ABC Board. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, sent by facsimile using a device which indicates receipt on sender's copy, or hand-delivered, to the other party to this Agreement. Notice is deemed to be received upon mailing.

Notice is to be given as follows:

If to District of Pi, to: At Establishment
With a Copy to: Chris Sommers, 4740 McPherson, St Louis, MO 63108
If to HOA: c/o HOA President 912 F Street, NW
Washington, DC 20004

13. **Effectiveness.** This Agreement shall be effective and binding only if there is no protest of District of Pi's initial application for the License. If there is no protest for the initial application, this Agreement shall, upon approval by the District of Columbia Alcoholic Beverage Control Board, become a condition of the License.

202 By Pi, LLC

By: 
Print Name: CHRIS SOMMERS
Date: 4.6.2011

The Ventana Homeowners Association

By: 
Print Name: Jessica DeLoren
Date: 4/6/2011