

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

_____)	
In the Matter of:)	
)	
Kelemewa Corporation)	
t/a Pure Nightclub & Lounge)	
)	
Petition to)	
Terminate a Voluntary Agreement)	Case No. 11-PRO-00009
for a Retailer's Class CN License)	License No. ABRA-024613
)	Order No. 2011-219
at premises)	
1326 U Street, N.W.)	
Washington, D.C. 20009)	
_____)	

Kelemewa Corporation, t/a Pure Nightclub & Lounge (Petitioner)

Aileen Johnson and Dan Wittels, on behalf of A Group of Five or More Individuals

BEFORE: Nick Alberti, Interim Chairperson
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

**ORDER ON REPLACEMENT COOPERATIVE AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Kelemewa Corporation, t/a Pure Nightclub & Lounge (Petitioner), has submitted a Petition to Terminate its Voluntary Agreement for its Retailer's Class CN License located at 1326 U Street, N.W., Washington D.C., having been protested, came before the Board for a Roll Call Hearing on February 22, 2011 and a Protest Status Hearing on March 23, 2011, in accordance with D.C. Official Code § 25-601 (2001). The Protest Hearing was rescheduled for May 4, 2011.

The Petitioner and A Group of Five or More Individuals entered into a Replacement Cooperative Agreement (Agreement), dated May 2, 2011, setting forth the terms and conditions that govern the operation of the Petitioner's establishment. This matter comes now before the Board to consider the Parties' Agreement, dated May 2,

2011, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to replace any previous Voluntary Agreements and the Petitioner and Aileen Johnson and Dan Wittels, on behalf of A Group of Five or More Individuals, are signatories to the Agreement. The Agreement has been reduced to writing and has been properly executed and filed with the Board.

Advisory Neighborhood Commission (ANC) 1B is not a party to the Voluntary Agreement; however, ANC1B withdrew its Protest. This Agreement also constitutes a withdrawal of the Protest filed by the Group of Five or More Individuals.

Accordingly, it is this 8th day of June 2011, **ORDERED** that:

1. The Protests of ANC 1B and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;
2. The above-referenced Replacement Cooperative Agreement submitted by the Petitioner and the Group of Five or More Individuals to govern the operations of the Petitioner's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 3 – The following language shall be removed: “at a discount.” And the following sentences in this Section shall also be removed: “Applicant will provide copies of its agreement with parking establishments and all successor agreements. Applicant commits to charging its patron not more than 60% of its costs for validated parking.”

Section 10 – The following sentence shall be removed: “Applicant and the designated representative protestants, whose signatures are affixed hereunto, with advance notice to the parties at least quarterly, will meet to discuss issues of common concern.”

The parties have agreed to these modifications.

3. Copies of this Order shall be sent to the Petitioner, ANC 1B, and Aileen Johnson and Dan Wittels, on behalf of A Group of Five or More Individuals.

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t/a Pure Nightclub & Lounge
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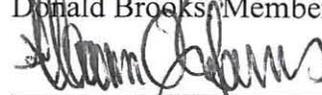
District of Columbia
Alcoholic Beverage Control Board



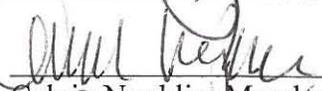
Nick Alberti, Interim Chairperson



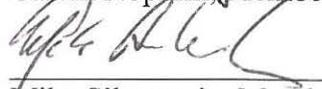
Donald Brooks, Member



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.

VOLUNTARY AGREEMENT
CONCERNING CHANGES TO LICENSE 024613
PURE NIGHTCLUB & LOUNGE

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION & INSPECTION
2011 MAY -3 P 3:20
[Signature]

Made the 2nd day of May 2011 by and between Kelemewa. Inc., t/a Pure Nightclub & Lounge (hereinafter "Applicant"), and ANC 1B (Commissioner Aaron Spencer), Aileen Johnson, Sarah Goldfrank, Saskia Mooney, Holly Twyford, Kristin Carman, Kelly Devers, G. Ronald Renchard, Margaret E. Greene, Elnora Dooms-Boe, Ronald Dooms, Joe R. Neel, Dan Wittels, Kasey Reisman, and Guy Podgornik (hereinafter "Protestants").

WHEREAS, Applicant filed with the District of Columbia Alcoholic Beverage Control (ABC) Board (hereinafter "the Board") a request to terminate its Voluntary Agreement dated February 5, 2002, of its Retailer's License Class CN premises for 1326 U Street, N.W.; and,

WHEREAS, the Board deemed the proposed changes to constitute a "substantial change" requiring public notice; and

WHEREAS, Protestants lodged with the Board objections to said changes (Case No 11-PRO-00009); and.

WHEREAS, the parties subsequently have negotiated in an effort to resolve the issues raised by Protestants' objections to the proposed changes to the licensed; and.

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to dc Official Code Section 25-446 (2001 ed.), commemorating their several agreements;

NOW, THEREFORE, the parties agree as follows:

1. Applicant may expand its licensed premises to include space of approximately 1000 square feet adjoining current space on its upper floor. Said expanded space will be used for lounge type purposes only, to include seating and an additional bar. No additional dance floor will be included in the "newly expanded space", and no additional dance floor will be created in the old space." Thus, two (2) dance floors, one (1) on each floor, will exist.
2. Applicant may extend its hours of operation until 4:00 a.m. on Friday and Saturday evenings. Applicant may also apply for extended hours of operation for holidays as designated by ABRA, with the exception of the Thanksgiving holiday and the Christmas holiday.
3. Applicant will contract with nearby commercial parking establishments (presently including U Street Parking, Inc. 1941 12th Street, N.W. and Urben Parking Venture, at the Reeves Center) to provide

validated parking for its patrons at a discount. Applicant will provide copies of its agreements with parking establishments and all successor agreements. Applicant commits to charging its patrons not more than 60% of its costs for validated parking. Applicant commits to contract for not fewer than 50 parking spaces. Applicant will use its best efforts to promote off-residential street parking by its patrons through signage, table tents, notices within its advertisements, and by word of mouth.

4. Applicant will post signs to encourage its patrons not to disturb the residential neighborhood adjoining the 14th and U Street corridors, and will make public announcements to the same effect nearing its closing hours. These signs shall be posted in not less than 1 inch type, in the public restrooms and in a position prominently visible to patrons exiting, with the following text: "Please be considerate of our neighbors. Keep noise to a minimum when you leave. And please help keep our neighborhood clean and safe."

5. Applicant will increase the frequency of its trash/dumpster pickup by a commercial hauler to no fewer than three (3) times per week, and Mondays will be a trash pick-up day. Applicant will also strictly adhere to required and/or voluntary recycling of bottles and cans. Applicant will police the immediate environs of its premises daily and make its best efforts to keep said area clean of trash and debris.

6. Applicant will install flood lighting on the rear of its building to enhance security in the alley abutting its premises. After 10:00 p.m. until closing, on evenings when the business is operating, Applicant's security personnel will monitor the alley, and will discourage loitering when practicable. Applicant will report any suspected criminal activity observed in the alley immediately to the Metropolitan Police Department.

7. Applicant will pick up trash and debris from the alley behind its premises, the area immediately in front its premises, and if it is shown by clear and convincing evidence that the Patrons of Pure Nightclub & Lounge are the main cause of trash and debris on Wallach Place, NW, then Pure will pick up trash and debris from the street and sidewalk of the 1300 block of Wallach Place, N.W., each Saturday and Sunday morning before 9:00 a.m. the street and sidewalk of the 1300 block of Wallach Place. N.W., each

Saturday and Sunday morning before 9:00 a.m.

8. The terms of this Voluntary Agreement in its entirety shall become effective upon ratification of this agreement by the District of Columbia Alcoholic Beverage Control Board.

9. All security personnel employed by Pure Nightclub & Lounge will undergo security training, to be completed no later than 45 days from the date of hire.

10. Applicant and the designated representative protestants, whose signatures are affixed hereunto, with advance notice to the parties at least quarterly, will meet to discuss issues of common concern. In the event of complaints of excessive noise coming from applicant's use of the expanded portion of the premises, the parties agree to revisit this issue for further negotiations. Excessive noise will be determined by comparing any complained of noise levels against a noise analysis to be paid for and completed by the Applicant, under supervision of the protestants, prior to the opening or use of the newly expanded space.

11. Applicant acknowledges that failure to adhere to the restrictions recited in paragraphs 1 through 8, inclusive, above, will constitute grounds for the designated representative protestants, whose signatures are affixed hereunto, to petition the Board for issuance of an Order to Show Cause, pursuant to DC Official Code Section 25-447 (2001 ed.), to gain Applicant's compliance with the terms of this Agreement. Prior to so petitioning, however, the Designated representative protestants shall notify Applicant of any perceived violations and afford Applicant a minimum of fourteen (14) calendar days in which to address or rectify the perceived violation;

12. The parties request that the text of the instant Agreement be incorporated in an order of the Board granting Applicant's changes to the licensed establishment, conditioned upon Applicant's compliance with the terms hereof.

13. In consideration of, and reliance upon, the foregoing commitments by Applicant, Protestants request hereby that their protests of Applicant's termination of Voluntary Agreement of the

subject Retailer's License Class CN be deemed withdrawn. In further consideration of, and reliance upon the foregoing commitments by Protestants, the Applicant hereby requests that its Motion to Terminate the Voluntary Agreement of the subject Retailer's License 024613 be deemed withdrawn.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written.

PROTESTANTS, the Wallach Place Association:

Aileen Johnson, Sarah Goldfrank, Saskia Mooney, Holly Twyford, Kristin Carman, Kelly Devers, G. Ronald Renchard, Margaret E. Greene, Elnora Dooms-Boe, Ronald Dooms, Joe R. Neel, Dan Wittels, Kasey Reisman, and Guy Podgornik:

THROUGH THEIR DESIGNATED REPRESENTATIVE PROTESTANTS:



Aileen Johnson

1343 Wallach Place, NW



Dan Wittels

1325 Wallach Place, NW

BY ANC 1B Chairman Juan Lopez



KELEMEWA, INC., Derege Hailegorghis, President

BY COUNSEL: Emanuel Mpras