

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

In the Matter of:)

Punch Bowl DC Ballpark, LLC)
t/a Punch Bowl Social)

Applicant for a New)
Retailer's Class CR License)

at premises)
1250 Half Street, SE)
Washington, D.C. 20003)

License No.: ABRA-112576
Order No.: 2019-194

Punch Bowl DC Ballpark, LLC, t/a Punch Bowl Social, Applicant

Commissioner Gail Fast and Dr. Coralie Farlee, on behalf of Advisory Neighborhood
Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Punch Bowl DC Ballpark, LLC, t/a Punch Bowl Social, Applicant for a new Retailer's Class CR License and ANC 6D have entered into a Cooperative Agreement (Agreement), dated April 8, 2019, 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 Commissioner Gail Fast and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 10th day of April, 2019, **ORDERED** that:

1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 6D.


District of Columbia
Alcoholic Beverage Control Board



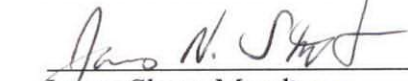
Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Bobby Cato, Member

Rema Wahabzadah, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).



11014 Street SW, Suite W130, Washington DC 20024
ANC Office: 202 554-1795 office@anc6d.org

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 8th day of April 2019 by and between Punch Bowl DC Ballpark, LLC t/a Punch Bowl Social ("Applicant"), at 1250 Half Street, SE, Washington, DC 20003 ABRA License #112576 and Advisory Neighborhood Commission 6D ("the ANC"), (collectively, the "Parties").

PREAMBLE

Through this agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

WITNES ETH

WHEREAS, Applicant has applied for a License Class CR for a business establishment ("Establishment") serving spirits, wine, and beer, and offering food, including indoor space, with entertainment endorsement, two sidewalk cafes and one summer garden. The application does not include a dancing or cover charge endorsement. The establishment will be located at 1250 Half Street, SE, Washington, D.C. 20003 ("Premises"); and

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Cooperative Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the establishment within the ANC on (1) peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. The Parties agree that any substantial change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

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:** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** The Applicant will manage and operate an Establishment serving spirits, wine, and beer, offering a full service restaurant. The occupancy of Establishment will not exceed 1050 patrons indoors with seating for 250 patrons. There will also be two sidewalk cafes with a total not to exceed 40 seats, and one summer garden with 20 seats. There may be prerecorded music and live entertainment in the interior space. There shall be no pre-recorded music in or piped to the sidewalk cafes. There may be an Entertainment endorsement for the interior space, but no dancing, or cover charge endorsement. Establishment shall not participate in pub crawls. The Establishment shall have no flashing or billboard-type lights.

3. **Hours of Operation and Sales.**

The hours of operation and selling, serving, and consuming alcohol in the indoor space shall not exceed:

Sunday through Thursday: 8:00 a.m. - 2:00 a.m.,
Friday and Saturday: 8:00 a.m. - 3:00 a.m.

The hours for live Entertainment in the indoor space shall not exceed:

Sunday through Thursday: 8:00 a.m. - 2:00 a.m.,
Friday and Saturday: 8:00 a.m. - 3:00 a.m.

The hours for operation in the two sidewalk cafes and the summer garden shall not exceed:

Sunday through Thursday: 8:00 a.m. - 12:00 a.m.; and
Friday and Saturday: 8:00 a.m. - 2:00 a.m.

The hours for and selling, serving, and consuming alcohol in the two sidewalk cafes and the summer garden shall not exceed:

Sunday through Thursday: 10:00 a.m. - 12:00 a.m.; and
Friday and Saturday: 10:00 a.m. - 2:00 a.m.

However, on days when there is a game or other event at Nationals Stadium or Audi Field which is scheduled to begin at or before 4:30pm, Applicant may begin the sales, service, and permit the consumption of alcoholic beverages on the two sidewalk cafes and the summer garden at 8:00am.

Recorded music shall end in the summer garden no later than:

10:30pm Sunday through Thursday, and
12:00am Friday and Saturday.

Provided that:

- (a) On days designated by the DC ABC Board as "Holiday Extension of Hours," Applicant may avail itself to the extended hours so provided; and the ANC will not object to a One Day Substantial Change application to extend the

Entertainment Endorsement for those hours; (b) In the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration), Applicant may avail itself to such extended hours for operation; sales, service, and consumption of alcoholic beverages; and Entertainment; (c) On January 1 of each year, Applicant may operate; sell, serve, and permit the consumption of alcoholic beverages; and provide Entertainment until 4:00a.m.; and (d) On "Daylight Saving Time Extension of Hours" as designated by the ABC Board, Applicant may sell, serve, and permit the consumption of alcoholic beverages; and provide Entertainment for one additional hour later.

Consistent with Alcoholic Beverage Control Board interpretations, "closing hours" shall be construed as the hours at which no patrons shall remain on the premises.

4. **Floors Utilized and Occupancy.** The Applicant will operate its Establishment on the ground and second floor of the building. The two sidewalk cafes will be located on Half Street, SE immediately adjacent to the premises; and the Summer Garden will abut the north side of the premises. The Certificate of Occupancy will state the seating and occupant load; however, the interior of the Establishment will not exceed a total occupancy of 1,050 patrons, with an additional 40 seats total in the two sidewalk cafes and 20 seats in the Summer Garden.

5. **Sidewalk Cafes, Summer Garden.** There will be two Sidewalk Cafes and one Summer Garden, as follows:

Two sidewalk cafes will be located on Half Street, SE with a combined total of 40 seats, immediately adjacent to the establishment. The Summer Garden will be located on the ground floor adjacent to the north side of the premises.

As indicated above, there shall be no pre-recorded music in or piped to the sidewalk cafes. Recorded music shall end in the summer garden no later than 10:30pm Sunday through Thursday, and 12:00am Friday and Saturday. No containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the sidewalk cafes or summer garden regardless of content, excepting food and beverages packaged "to go".

Applicant acknowledges the ANC's requirement for a public sidewalk of a minimum of 10 feet in width for both the sidewalk cafes and the summer garden. The Parties acknowledge that the Applicant's sidewalk cafe and summer garden design plans are subject to review, revision, and approval by the DC Department of Transportation's Public Space Committee and the Applicant's landlord respectively.

The Applicant shall ensure that all furniture, fixtures, equipment, or other property of the Establishment is contained within the sidewalk cafes and summer garden areas and does not extend into the pedestrian walkway. The Applicant shall take reasonable steps to ensure that personal property of patrons using the sidewalk cafes and summer garden is contained within the sidewalk cafes and summer garden areas and does not extend into the pedestrian walkway.

6. **Parking Arrangements.** It is a concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. The Applicant shall notify patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation.

7. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end shall use various means including making architectural improvements to the property and taking reasonable actions and mitigation efforts to ensure that music, noise and vibration from the Establishment are not audible in any residential premises. Options for noise mitigation can include: awnings, shrubbery, cinderblock or wooden walls (perhaps with vines), trees in planters, fountains with running water, or other muting or muffling objects.

Applicant shall inform its patrons by signage or other means that residences are in proximity to the Establishment and urge quiet and decorum by patrons upon exiting the Establishment.

Doors and windows of the Establishment shall remain closed except to allow entrance and exit of patrons and servers. There shall be no "garage doors" that may be opened to allow music and other noise to flow from indoors to the outdoor areas.

The Applicant agrees to monitor sounds from voices and music and other amplified sounds on the summer garden areas and shall ensure that any reasonable concerns raised by nearby residents are remedied as soon as reasonably possible, at a maximum within a 30 (thirty) -day period.

Applicant shall receive all deliveries of food, beverages, and supplies during hours between 7:00 a.m. and 7:00 p.m. Mondays to Saturdays. No deliveries excepting fresh bread products, fresh produce, and seafood shall be accepted on Sundays.

8. **Public Space and Trash.** The Applicant shall participate in the building's trash removal and storage program. Trash and dumpster areas maintained by the Applicant shall be kept clean. The Applicant shall enclose its dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. 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 so that no garbage is placed on the abutting property. Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans. Applicant will contract for regular rodent and pest (insect) abatement. 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.

9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant shall take reasonable, necessary steps to minimize problems of illegal drugs and public drinking, including, at all times a trained employee on site, 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.

Applicant shall have recording cameras which cover the outside areas and the areas where alcoholic beverages are served. If responsible for the video surveillance equipment, the establishment shall maintain security cameras and: (a) Ensure the cameras are operational; (b) Maintain footage of a crime of violence or a crime involving a gun for a minimum of 30 days; and (c) Make the security footage available within 48 hours upon the request of ABRA or the Metropolitan Police Department.

10. **License Ownership and Compliance with ABRA Regulations:** Applicant promises to the ANC 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, and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.
11. **Participation in the Community.** Applicant is encouraged to maintain open communication with the ANC and the community for which the ANC acts.
12. **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 filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447.

If to Applicant: Punch Bowl DC Ballpark, LLC t/a Punch Bowl Social,
1250 Half Street SE
Washington, DC 20003.
Attn: General Manager
Phone: (TBD) [Will provide]
e-mail: (TBD)

and

Punch Bowl DC Ballpark, LLC t/a Punch Bowl Social
3120 N. Uinta Street, Suite 300
Denver, CO 80238
Attn: Licensing
Phone: 720-409-3745
e-mail: Rmiller@punchbowlsocial.com


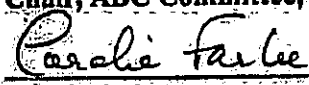
Punch Bowl DC Ballpark, LLC t/a Punch Bowl Social, ABRA# 112576
1250 Half Street, SE, Washington, DC 20003 and ANC6D, April 2019

If to ANC: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC
Phone: (202) 202-554-1795
e-mail: office@ANC6D.org


Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

- 13. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending license application.

The ANC:

Chair, ANC6D
 4/8/19
Gail Fast, SMD01 Date
Chair, ABC Committee, ANC6D
 4/8/19
Coralie Farlee Date

APPLICANT:

Punch Bowl DC Ballpark, LLC t/a Punch Bowl Social
By:  4-3-19
Robert Thompson, Jr., Manager Date