

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

In the Matter of:)
)
Taphouse Management, LLC)
t/a Tap99)
)
Holder of a)
Retailer’s Class CT License)
)
at premises)
1250 Half Street, SE)
Washington, D.C. 20003)
)

License No.: ABRA-116883
Order No.: 2022-319

Taphouse Management, LLC, t/a Tap99, Licensee

Edward Daniels, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Taphouse Management, LLC, t/a Tap99 (Licensee), and ANC 6D entered into a Cooperative Agreement (Agreement), dated May 11, 2022, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Edward Daniels, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 13th day of July 2022, **ORDERED** that:

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

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43c38495645d764470303d38cc9f

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com
James Short
Key: 847e739529de7ed81a300a6249e2

James Short, Member

eSigned via SeamlessDocs.com
Bobby Cato
Key: 259d3fcd0e146d74b75fd7917d20c

Bobby Cato, Member

eSigned via SeamlessDocs.com
Rafi Aliya Crockett, Member
Key: 85609e1945e1f9e4916155e5c1281ec

Rafi Crockett, Member

eSigned via SeamlessDocs.com
Jeni Hansen, Member
Key: 82172931f05094c7491b56fb22418f5

Jeni Hansen, Member

eSigned via SeamlessDocs.com
Edward Grandis, Member
Key: 5927bd47f0f6040ec144de6b32541ce5

Edward S. Grandis, 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 II 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).

ANC6D Cooperative Agreement
Taphouse Management, LLC, ABRA-116883, 1250 Half Street, SE

★ ★ ★ Advisory Neighborhood
Commission 6D

1101 4th Street S.W., Suite W130,
Washington, DC 20024
ANC Office: (202) 554-1795
office@anc6d.org

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”) is made on this ___th day of May, 2022, by and between ABC license applicants, Taphouse Management, LLC (“Applicant”), 1250 Half Street, SE, Washington, DC 20003, License #116883 and Advisory Neighborhood Commission 6D (“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.

WITNESSETH

WHEREAS, Applicant has applied for a change of hours and the addition of an entertainment endorsement (the “Substantial Change Applications”) on a Retailer’s Class C/T Restaurant license for a business establishment (“Establishment”) with indoor space on the ground floor and one Sidewalk Café (as well as a permitted “Streatory”) on the ground floor located at 1250 Half Street, SE, Washington, DC 20003 (“Premises”). There are no endorsements for dancing, cover charges, or sports gaming; 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, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize, within ANC, (1) the effect of the establishment on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) the effect of the establishment upon 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

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Establishment. Any change from this model may be of concern to the residents and may be considered within the direction of the Alcoholic Beverage Control Board ("ABC Board") to be a substantial change requiring the ABC Board's approval.

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's Substantial Change Applications 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. ***Hours of Operation and Sales.*** The Applicant's hours of operation inside the premises shall not exceed:

Sunday through Thursday: 11:00 a.m. – 2:00 a.m.
Friday through Saturday: 11:00 a.m. – 3:00 a.m.

The Applicant's hours of alcoholic beverage sales, service, and consumption inside the premises shall not exceed:

Sunday through Thursday: 11:00 a.m. – 2:00 a.m.
Friday through Saturday: 11:00 a.m. – 3:00 a.m.

The Applicant's hours of operation for the Sidewalk Café and other outdoor areas, if any, shall not exceed:

Sunday through Thursday: 11:00 a.m. – 12:00 a.m.
Friday through Saturday: 11:00 a.m. – 1:00 a.m.

The Applicant's hours of recorded music for outdoor areas shall not exceed:

Sunday through Thursday: 11:00 a.m. – 11:00 p.m.
Friday through Saturday: 11:00 a.m. – 12:00 a.m.

Provided that: (a) on days designated by the ABC Board as "Holiday Extension of Hours," Applicant may avail itself of, and the ANC will not object to Applicant's applying for, the extended hours so provided; (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 of such extended hours; (c) on January 1 of each year Applicant may operate until 4:00 a.m. The ANC will not object to the Applicant applying for a One Day Substantial Change, in accordance with District law, so that it may offer entertainment

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until 4:00 a.m. on January 1 of each year or applying for up to 8 One Day Substantial Changes annually in order to play live music in the Summer Garden.

3. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the ground floor of the building. The Establishment will have no more than ninety three (93) seats inside and thirty (30) seats in the Sidewalk Cafe (exclusive of the Streatery), and the maximum occupancy of the Establishment shall not exceed one hundred twenty three (123) persons.
4. ***Sidewalk Cafe.*** The Sidewalk Café shall be bordered with appropriate barriers to delineate it from the surrounding adjacent areas. Options for such borders may include planters, fencing, shrubbery, or similar techniques.
5. ***Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and, to that end, shall use commercially reasonable means and take reasonable actions to ensure that music, noise, and vibration from the Establishment are not audible within the adjacent residential premises, subject to exceptions set forth in DC Code § 25-725. Applicant may keep its doors, garage-style doors, and windows open only during the hours of operation for the Sidewalk Café and other outdoor areas, if any, as specified in Paragraph 2. Applicant agrees to keep its doors, garage-style doors, and windows closed whenever live music is being played at the establishment after 11pm from Sunday through Thursday, and after 12am on Friday and Saturday, provided that it otherwise complies with all provisions of D.C. law and this Paragraph 5. 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.
6. ***Parking/Public Transportation 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 boundaries. Applicant shall notify its patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation options. Applicant shall not knowingly accept deliveries from vendors illegally parked.
7. ***Public Space and Trash.*** The Applicant shall, to the best of their ability, keep the area around the Premises clean and free of litter and shall monitor these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant shall either participate in the building's trash removal program or maintain a dumpster and the area adjacent to the dumpster in accordance with the remainder of this paragraph. The dumpster shall be enclosed with the lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. The area around the dumpster shall always be kept clean and the dumpster shall be placed such that it does not encroach on abutting property and so that no garbage is placed on abutting property. Proper (recyclable) removal of grease and oils shall be used and grease and oils shall not be

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deposited for removal in dumpsters or trash cans. Regular rodent and pest (insect) abatement services shall be utilized. The area around the dumpsters shall be properly cleaned at the end of each night to ensure that no uncontained garbage or malodorous odors are present.

8. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take reasonable, necessary steps to minimize such problems, including having a trained employee on site at all times. Applicant shall use its commercially reasonable efforts to monitor for and prohibit sales or use of illegal drugs at the Establishment. Applicant shall contact and cooperate with MPD and other enforcement officials when known or suspected illegal drug activities occur at the establishment. Applicant shall take reasonable steps to discourage loitering in the vicinity of the Premises.

Applicant shall have security cameras in several locations which record and store information for at least ten (10) days, or such longer period as may be specifically requested in the event the ANC makes the Applicant aware of an incident requiring same. In all instances, these recordings shall be made available to representatives of ABRA or MPD upon request. ANC acknowledges that Applicant's landlord has sole responsibility for security cameras on the exterior premises.

9. ***Outdoor advertising, billboards, and signs.*** No sign shall be erected in such a manner as to create a traffic hazard such as when its location interferes with traffic sight distances, traffic flow, or the visual access to the name or address of a nearby business or residence or a street or traffic sign; its color, configuration, text or location are such that they could be mistaken for or otherwise imitate a traffic sign or signal; or it is located in the public right-of-way and impeding pedestrians in violation of D.C. law. The light from any illuminated sign shall be diminished, shaded, shielded, or directed in a way that the light intensity or brightness shall not be objectionable to surrounding residents. No sign shall have blinking, flashing, or fluttering lights or other illuminating device which has a changing light intensity, brightness, or color. Beacon lights, search lights, and signs which intentionally rotate, spin, or otherwise move shall not be permitted.
10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant 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 ANC shall have standing to ask the ABC Board to enforce any violations of the agreement. Any reference made to specific laws and regulations in this Agreement is meant for informational purposes only. ANC does not intend for a violation of a DC law or regulation to also be considered a violation of this Settlement Agreement.
11. ***Participation in the Community.*** Applicant is encouraged to maintain open communication with ANC, and the community for which ANC acts.

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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 permit a cure within 30 days of receipt of such notice by Applicant. 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 or diligently pursue such a cure), failure shall constitute a cause for filing a complaint with 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:

If to Applicant: Taphouse Management, LLC
 1 Melvin Avenue
 Annapolis, Maryland 21401
 Attn: Jason Cherry
 Phone: 410-271-8002
 e-mail: jason@missionescaperooms.com

with copy to:

The Morris Law Firm, LLC
9210 Corporate Boulevard, Suite 230
Rockville, Maryland 20850
Attn: Sean T. Morris, Esq.
Phone: 301-654-6570
e-mail: STM@morrisest.com

If to ANC: Advisory Neighborhood Commission 6D
 P.O. Box 71156
 Washington, DC 20024-9998
 Attn: Chair, ANC
 (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. The place to which such notices shall be sent may be changed by either party giving notice of such change to the other party in the manner hereinabove provided.

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- 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 ABC license application.
- 14. **Entire Agreement.** This Agreement is intended to replace in its entirety any and all previously existing settlement agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.
- 15. **Counterpart; Facsimile Signature.** This Agreement may be executed in two or more counterparts which together shall constitute a single agreement. Execution of this Agreement may be made by facsimile (or other such electronically transmitted) signature which, for all purposes, shall be deemed to be an original signature.

<p>ANC6D</p> <p>DocuSigned by: <i>Edward Daniels</i></p> <hr/> <p>Edward Daniels, Commissioner Chair, ANC6D</p> <p style="text-align: center;">5/11/2022</p> <hr/> <p>Date</p>	<p>Applicant: Taphouse Management, LLC</p> <p>DocuSigned by: <i>Jason Cherry</i></p> <hr/> <p>Jason Cherry, (Managing Member/Owner)</p> <p style="text-align: center;">5/11/2022</p> <hr/> <p>Date</p>
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