

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

In the Matter of:)
)
Cre8tive Capacity, LLC)
t/a Pop Social)
)
Applicant for a New)
Retailer's Class CT License)
)
at premises)
470 L'Enfant Plaza, SW)
Washington, D.C. 20024)
_____)

License No.: ABRA-112530
Order No.: 2019-171

Cre8tive Capacity, LLC, t/a Pop 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 Cre8tive Capacity, LLC, t/a Pop Social, Applicant for a new Retailer's Class CT License and ANC 6D have entered into a Cooperative Agreement (Agreement), dated March 11, 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 3rd 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).



1101 4th 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 11th day of March 2019 by and between Cre8tive Capacity, LLC t/a Pop Social ABRA CT License #112530 ("Applicant") at 470 L'Enfant Plaza, SW, Washington, DC 20024 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.

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WHEREAS, Applicant has applied for a CT License for a tavern license for an establishment with art, cultural, and private events, and including live entertainment, dancing, and cover charge endorsements ("Establishment") located at 470 L'Enfant Plaza SW ("Premises").

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 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 plans to operate a Class CT tavern serving spirits, wine, and beer with occasional food provided by caterers and offering art, cultural and private events. There shall be entertainment, dancing, and cover charge Endorsements. The cover charge will apply on special occasions only. Establishment shall not participate in pub crawls.

3. **Hours of Operation and Sales:**
The hours of operation and sales, service, and consumption of alcohol in the tavern establishment shall not exceed:

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

The hours of live Entertainment, dancing and cover charge shall not exceed:

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

Provided that the applicant may apply for and the ANC will not object to a one-day substantial change permit: (a) on days designated by the DC ABC Board as "Holiday Extension of 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); and (c) on January 1 of each year operation until 4:00a.m.

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 tavern establishment in part of the first floor of the building. The Certificate of Occupancy for the establishment will state the seating and occupant load; however, the total occupancy shall not exceed 141, with a maximum of 120 seats.
5. **Signage.** Applicant agrees to take reasonable measures to maintain signage designating areas where alcoholic beverages cannot be consumed by patrons.
6. **Employee training.** Applicant agrees to take reasonable steps to ensure that all employees are provided training on the sale/service of alcoholic beverages, including training on the rules and regulations for the sale/service of alcoholic beverages for on-premises versus off-premises consumption.
7. **Parking.** Because there is limited parking in the vicinity, 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. Applicant shall make reasonable efforts to promote transportation options other than private automobiles and, if it is within the Applicant's control, provide adequate bike parking.
8. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end shall use various means to mitigate noise. Options for noise mitigation can include: awning(s), shrubbery, cinderblock or wooden walls (perhaps with vines), trees in planters, fountains with running water, awnings, or other muting or muffling objects.

If the establishment operates between the hours of 10 pm and 7 am, Applicant shall inform its patrons by signage or other means that upon exiting the Establishment, that residences are in proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment.

Applicant shall receive all deliveries of food, beverages, and supplies during hours between 7:00 a.m. and 10:00 p.m.

9. **Public Space and Trash.** The Applicant shall participate in the building's trash removal and storage program. Applicant shall take commercially reasonable measures to keep the Premises, trash collection area, loading dock, hallways, passageways, tree boxes, sidewalks and common areas providing access to and adjoining the Premises free of insects, rodents, vermin, other pests, trash and dirt accumulations generated by the operations in the Premises. Applicant shall take reasonable steps to prevent trash or refuse in, or permit trash, rubbish, cartons,

merchandise or other goods intended for use in the Premises to accumulate in areas outside of the Premises other than in the landlord designated areas. All recycling shall be placed in the designated areas.

Applicant shall take commercially reasonable measures to maintain the Premises, including walkways, free of litter, refuse and debris.

Applicant shall not knowingly permit patrons to leave the premises with open containers, cups, bottles/cans, etc. excepting food and beverages packaged "to go."

Extermination. Applicant shall cause extermination services, including treatment for insects, spiders, rats, mice, moles and other rodents, to be provided to the Premises by a reputable exterminator on at least a monthly basis.

10. **Security.** Applicant shall have recording cameras which cover the inside area where alcoholic beverages are sold as well as the immediate outside areas of the Premises. In accordance with D.C. Official Code § 25-402(d)(3)(G), the establishment shall:
- (a) Ensure the cameras are operational;
 - (b) Maintain footage for a minimum of 30 days;
 - and (c) Make the security footage available within 48 hours upon the request of ABRA or the MPD.

Prior to issuance of the license, Applicant shall submit a security plan that is acceptable to the ABC Board as provided in DC Official Code 25-402(d)(2) and (3).

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: Cre8tive Capacity, LLC t/a Pop Social ~~and Pop Local~~
470 L'Enfant Plaza, SW
Washington, DC 20024
Attn: Tendani Mpulubusi, CEO
Phone: 202-817-9144
e-mail: info@cre8tivecapacity.com


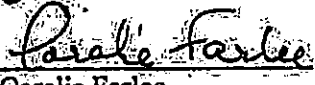
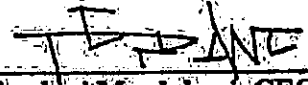
If to Protestant: ~~Advisory Neighborhood Commission 6D~~
~~1101 4th Street, SW, Suite W130~~
Washington, DC 20024
Attn: Chair, ANC
Phone: (202) 554-1795
e-mail: office@ANC6D.org

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:

APPLICANT:

Chair, ANC6D  Gail Fast, SMD01 Chair, ABC Committee, ANC6D  Coralie Farlee	Creative Capacity, LLC t/a Pop Social By:  Tendani Mpulubusi, CEO
<u>3/11/2019</u> Date	<u>3.11.19</u> Date
<u>11 Mar 19</u> Date	