THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:		
Bushwood, LLC t/a Surfside		
Applicant for a New Retailer's Class CR License	License No.: Order No.:	ABRA-117402 2021-039
at premises 33 District Square, SW Washington, D.C. 20024		

Bushwood, LLC, t/a Surfside, Applicant

Gail Fast, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, 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 Bushwood, LLC, t/a Surfside (Applicant), Applicant for a new Retailer's Class CR License, and ANC 6D have entered into a Cooperative Agreement (Agreement), dated December 14, 2020, that governs the operations 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 Chairperson Gail Fast, on behalf of ANC 6D, are signatories to the Agreement.

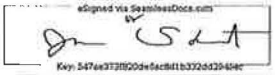
Accordingly, it is this 13th day of January 2021, **ORDERED** that:

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



James Short, Member

Bobby Cato, Member

Rema Wahabzadah, Member

Rafi Crockett, Member

Jeni Hansen, Member

Edward S. Grandis, Member

Pursuant to D.C. Official Code§ 25-433(d)(l), 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 thilty (30) days of the date of service of this Order, with the District of Columbia Coult 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).

Advisory Neighborhood
Commission 6D

1101 4th Street S.W., Suite W130,
Washington, DC 20024
ANC Office: (202) 554-1795
6D@anc.dc.gov

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 14th day of December 2020, by and between joint ABC license applicants, Bushwood, LLC (together, "Applicant"), 33 District Square, SW, Washington, DC 20024, License #117402 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.

W I T N E S E T H

WHEREAS, Applicant has applied for a new Retailer's Class C Restaurant license for a business establishment ("Establishment") with indoor space on the ground floor and one summer garden on the ground floor located at 33 District Square, SW, Washington, DC 20024 ("Premises"). There are no endorsements for entertainment, 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, in lieu of the ANC filing a protest against Applicant's pending ABC License application, 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 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 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. ***Hours of Operation and Sales.*** The Applicant may operate the inside of the premises between 10:00 a.m. and 3:00 a.m.

   The Applicant's hours of alcoholic beverage sales, service, and consumption inside the premises shall be between 10:00 a.m. and 1:00 a.m.

   The Applicant's hours of operation, alcoholic beverage sales, service, and consumption for the outdoor Summer Garden shall be between:

Sunday through Thursday:	10:00 a.m. – 1:00 a.m.; and
Friday and Saturday:	10:00 a.m. – 1:00 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 until 4:00 a.m. on January 1 of each year.

3. ***Floors Utilized and Occupancy.*** The Applicant will operate its establishment on the ground floor(s) of the building. The Establishment will have no more than 21 seats inside and 22 seats on the Summer Garden, and the maximum occupancy of the Establishment shall not exceed 44 patrons.

4. ***Summer Garden.*** Prerecorded music may not be played in the Summer Garden. No containers, cups, bottles/cans, etc., shall be permitted outside of or to leave the area regardless of content, except food and beverages packaged "to go." This provision does not pertain to food or non-alcoholic beverages purchased on the interior to be consumed

off-premises. The Applicant shall take reasonable measures to provide appropriate barriers to delineate the summer garden from the surrounding adjacent areas. Options for such borders may include planters, fencing, shrubbery, or similar techniques.

5. ***Noise and Privacy.*** Applicant shall comply with D.C. Official Code § 25-725 and, to that end, shall use various means, such as architectural improvements to the property, and take reasonable actions to ensure that music, noise, and vibration from the Establishment are not audible within the adjacent residential premises. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment by keeping the entry or exit doors closed, except for ingress and egress. 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.

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 police 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 Applicant shall take reasonable measures to ensure that 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 Applicant shall take reasonable measures to ensure the area around the dumpster be 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 deposited for removal in dumpsters or trash cans. Regular rodent and pest (insect) abatement services shall be utilized. The Applicant shall take reasonable measures to ensure the area around the dumpsters 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 to take reasonable, necessary steps to minimize such problems, including, at all times, having 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; and, maintaining contact and cooperating with MPD and

other enforcement officials when known or suspected drug activities occur. Applicant shall take reasonable steps to discourage loitering in the vicinity of the Premises.

Applicant shall have adequate security cameras inside the Premises which record and store information for at least 30 days, which 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. ***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 licenses 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 Cooperative Agreement.

10. ***Participation in the Community.*** Applicant is encouraged to maintain open communication with the ANC, and the community for which the ANC acts.

11. ***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 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 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: Bushwood LLC
t/a Surfside
33 District Square, SW
Washington, DC 20024
Attn: Bo Blair
Email: boblair@georgetownevents.com
Phone: 202-255-5855

If to ANC: Advisory Neighborhood Commission 6D
1101 4th Street SW, W130

Washington, DC 20024-9998
Attn: Chair, ANC
(202) 554-1795
e-mail: 6D@anc.dc.gov

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.

12. ***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.

13. ***Stipulated License.*** Upon execution of this Agreement by the Parties, the ANC supports the Applicant's request for a stipulated license.

ANC6D	**Applicant: Bushwood LLC**
Gail Fast	
Commissioner Gail Fast Chair, ANC6D	Bo Blair, Member
December 17, 2020	12/17/2020
Date:	Date: