

Accordingly, it is this 25th day of March, 2015, **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, except for the following modifications:

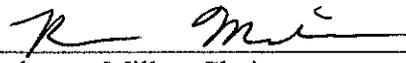
Fifth Whereas paragraph – The last sentence shall be modified to read as follows:
“The Parties acknowledge that any substantial change in operations requires prior approval by the ABC Board.”

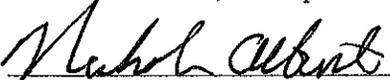
Section 4 (Floors Utilized and Occupancy) – The following language shall be removed: “The occupancy provisions, especially regarding the sidewalk café, will be reviewed one year after the opening of the Establishment to determine if revisions are necessary or appropriate.”

The parties have agreed to these modifications.

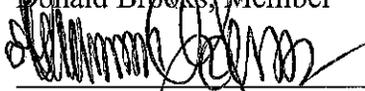
2. Copies of this Order shall be sent to the Applicant and ANC 6D.

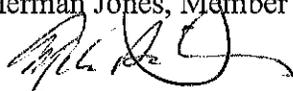
District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson

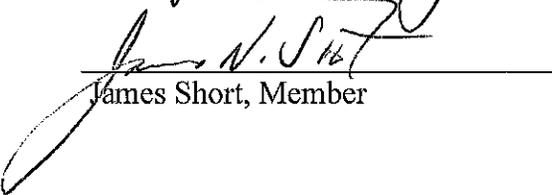

Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Mike Silverstein, Member


Hector Rodriguez, Member


James Short, Member

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

★ ★ ★ **Advisory Neighborhood**
██████████
██████████ **Commission 6D**

1101 4th Street SW, Suite W130, Washington, DC 20024
ANC Office: 202 554-1795 ■ FAX: 202 554-3177
office@anc6d.org

ALCOHOLIC BEVERAGE
REGULATION ADMIN
JAN 13 10:29

ABRA

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 12th day of January 2015 by and between BCDC, LLC t/a Bonchon Navy Yard ("Applicant"), at 1015 Half Street, SE, License # 097672, and Advisory Neighborhood Commission 6D ("Protestant"), (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 E T H

WHEREAS, Applicant has applied for a License Class CR for a business establishment ("Establishment") serving spirits, wine, and beer, including indoor space, and a sidewalk café located at 1015 Half Street, SE, Washington, D.C. 20003 ("Premises"); and

WHEREAS, Protestant is Advisory Neighborhood Commission ANC6D, which filed a timely protest (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively; and

WHEREAS, the Applicant agrees 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 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, within the ANC, on (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. The Parties agree that any change in operations is considered of great concern which they may bring to the attention of the ABC Board. The Parties acknowledge that any change in operations requires prior approval by 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 a full service restaurant serving spirits, wine, and beer, offering an Asian-fusion menu primarily focusing on Korean Fried Chicken. The Establishment will have one sidewalk cafe. There may recorded music in the indoor space; there shall be no live or recorded music or entertainment in the sidewalk café area.
3. ***Hours of Operation and Sales.***

The Applicant's hours of operation for inside premises shall be as follows:

Sunday through Saturday: 11:30 a.m. - 2:00 a.m.

The Applicant's hours for selling, serving, and consuming alcohol in the indoor space shall be as follows:

Sunday through Saturday: 11:30 a.m. – 2 a.m.

The Applicant's hours for operation of and selling, serving, and consuming alcohol in the sidewalk cafe shall be as follows:

Sunday 11:30 a.m. – 8 p.m.,

Monday through Saturday, 11:30 a.m. – 1 a.m.

Provided that: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours" applicant may avail itself of 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; and (c) on January 1 of each year applicant may operate 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 establishment on the first floor of the building consisting of approximately 5650 square feet. The Certificate of Occupancy will state the seating and occupant load; however,

the Establishment shall not exceed a total occupancy of 230, which includes indoor seating of a maximum of 150; and a maximum of 80 patrons in the sidewalk cafe. The occupancy provisions, especially regarding the sidewalk café, will be reviewed one year after the opening of the Establishment to determine if revisions are necessary or appropriate.

5. ***Sidewalk Cafe.*** Applicant plans to provide for a maximum of 80 patrons in a sidewalk cafe. No containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the area regardless of content.
6. ***Parking Arrangements.*** It is a concern of the Protestants 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 take all necessary actions and mitigation efforts to ensure that music, noise and vibration from the Establishment are not audible in any residential premises.

Applicant shall inform its patrons that upon exiting the Establishment and walking through the neighborhood the provisions of the "Noise at Night" law prohibit persons from making "unreasonably loud noise between the hours of 10 pm and 7 am that are likely to annoy or disturb one or more persons in their residences."

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 shall be accepted on Sundays.

8. ***Public Space and Trash.*** The Applicant shall contract with a private trash removal company. The 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 all 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 sufficient number of recording cameras of good photographic quality which maintain information for at least 30 days. These recording cameras shall cover exterior of the premises and summer garden areas, including all entrances and exits. This information shall be made available to representatives of ABRA and/or MPD as requested.

10. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to Protestants 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 Protestants shall have standing to ask the ABC Board to enforce any violations of the agreement.
11. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the Protestants, 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 § 25-446(e).

If to Applicant: BCDC, LLC t/a Bonchon Navy Yard
1015 Half Street, SE
Washington, DC 20003
Attn: Paul Choi, or Thomas An, Partners
Phones: 703-475-0849; or 703-597-5946
e-mail: 77PChoi@gmail.com or Thomascan@gmail.com

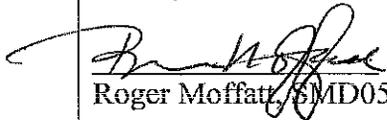
If to Protestants: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC
Phone: (202) 202 554-1795
Fax (202) 202 554-1774
e-mail: office@ANC6D.org

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.

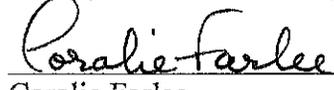
14. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:

Chair, ANC6D

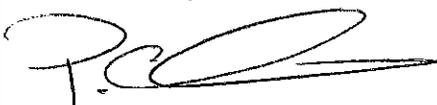
 1/12/15
Roger Moffatt, SMD05 Date

Chair, ABC Committee, ANC6D

 1/12/15
Coralie Farlee Date
cfarlee@mindspring.com

APPLICANT:

Bonchon Navy Yard, 1015 Half Street, SE

 1/12/15
By: Paul Choi, Partner Date

 1-12-15
Thomas An, Partner Date