

## South Gaylord St Venue

Here's the Good Neighbor Agreement between Brown Dog Pizza & Washington Park East Neighborhood Association

This agreement is entered into April, 2011 between Brown Dog Pizza and Washington Park East Neighborhood Association.

Whereas, Washington Park East Neighborhood Association is a registered neighborhood organization in Denver, Colorado, whose neighborhood association contains the premises at 1001 South Gaylord Street; and as a neighborhood organization has been engaged in efforts for many years to protect and improve the health, safety, quality of life, peace and quiet enjoyment of their residential and business neighborhoods surrounding 1001 South Gaylord Street.

Whereas, Brown Dog Pizza will be operating a pizzeria at 1001 South Gaylord Street in Denver, Colorado, and will be applying for a liquor license for the premises, and would like to obtain the support of Washington Park East Neighborhood Association prior to their scheduled hearing on that application before the Denver Department of Excise and Licenses.

Whereas, both Washington Park East Neighborhood Association and Brown Dog Pizza are committed to continuing to protect and improve the health, safety, quality of life, peace and quiet enjoyment of the surrounding area.

Therefore, in consideration of the mutual promises and agreements herein contained, the parties agree as follows. Brown Dog Pizza will:

1. LIQUOR LICENSE. Brown Dog Pizza agrees to abide by all the laws and regulations pertaining to the sale of alcohol on the premises and further agrees to abide by all applicable City of Denver ordinances. Additional:

a. That the liquor license which may be issued to Brown Dog Pizza will not be transferred to another party without the written consent of Washington Park East Neighborhood Association and such approval will not be unreasonably withheld.

2. LIGHTING. Brown Dog Pizza will:

a. Demonstrate sensitivity to adjacent neighbors and the community by their placement of all outside lighting.

b. All outside lighting will be downcast and of an ambient nature.

c. Meet the requirements of the City of Denver.

3. SIGNAGE. Brown Dog Pizza will have two signs (approximately 24" x 24") at the corner of Tennessee and Gaylord. They will also have two signs on the building. All signs will have downcast lighting and comply with City of Denver signage requirements.

4. TRASH. Brown Dog Pizza will:

- a. Maintain the immediate vicinity trash free.
- b. Have a Brown Dog Pizza staff member walk the premises and immediately adjacent property no later than 10:00am each morning to removing any trash, glass, garbage or paper from these areas.

c. Trash pick-up from alley dumpsters will occur no earlier than 7:00 am.

d. Staff will not dump bottles into dumpsters or recycle containers between 10:00pm and 10:00am, the following morning.

5. HOURS OF OPERATION. Brown Dog Pizza will demonstrate respect and sensitivity for the immediate neighbors by:

- a. Have established dining hours of 11:00am to 12:00 midnight.
- b. Closing the patio to seating and moving their customers inside no later than 10:00pm on weeknights, and 11:00pm on Friday and Saturday.
- c. Ensuring the patio is free of all activity, including bussing of tables, no later than 10:30pm on week nights and 11:30pm on Friday and Saturday.
- d. Closing the front "garage" door at 11:30pm each business night and by 12:30 on Friday and Saturday nights. The door may remain open when the business is closed and the staff is working inside.

e. Take-out hours of operation may go until 11:00pm on week nights and 12:00 midnight on Friday and Saturday.

6. NOISE MITIGATION. Brown Dog Pizza will:

- a. Provide agreed upon sound mitigation along the Tennessee Street. Key elements being:
  - i. The fence will be of wood construction and placed behind (or inside) the existing wrought iron fence.
  - ii. The height will be eight feet high at the corner of the building and continuing for approximately 29 feet to the existing east post, the current boundary of the curb cut on Tennessee. From that point the fence will be decreased to six feet and continue the remaining distance to the corner of the property at Tennessee and Gaylord. The eight foot portion of the fence will be subject to City approval.
  - iii. Lined with sound buffering material.
  - iv. The wrought iron fence will remain.
  - v. Please see attached addendum defining the specifics.
- b. Demonstrate sensitivity to their immediate neighbors by keeping the doors and windows closed if there is excessive noise; and by table arrangements which will keep patrons and noise away from the garage door opening after 10:00pm.
- c. Encourage patrons to exit the premises and the immediate vicinity in a quiet and orderly fashion. If necessary, this may be done with table placards or a wall poster.

7. PARKING. Brown Dog Pizza will:

a. Agree to participate with other members of the South Gaylord BID' valet parking program once City approval has been received.

b. Establish and maintain a "5 minute only parking" space on South Gaylord for pizza carry-out,

subject to City approval.

c. Take reasonable action to prevent patrons or employees from parking illegally in the neighborhood.

8. PIZZA PICK-UP/CARRY-OUT. Brown Dog Pizza will:

a. Establish primary entrance/exit for pizza pick-up/carry-out on South Gaylord side of building.

b. Staff may also deliver to cars with instructions via cell phone.

9. ENTRANCE. The main entrance will be off Gaylord with a secondary entrance off Tennessee. The entrance off Tennessee will have a self-closure mechanism.

Washington Park East Neighborhood Association will:

1. Support Brown Dog Pizza's application for a liquor license. This includes, but is not limited to; attendance and verbal testimony by at least one representative from the Association. This/these neighborhood representative(s) will testify that the neighborhood supports the application for a liquor license, based upon and conditioned upon this Good Neighbor Agreement between the parties to this Agreement.

Once Brown Dog Pizza has obtained its liquor license, in order to ensure compliance with this Agreement:

1. Should any neighbor have a good faith complaint and believe that Brown Dog Pizza is not living up to this agreement, they will notify Brown Dog Pizza and copy the Washington Park East Neighborhood Association (WPENA) in writing of their complaint or concern.

2. Upon receipt of such notice, Brown Dog Pizza will have fifteen (15) calendar days to;

a. Resolve the alleged violation, or

b. Provide an explanation in writing why more time is needed and provide a schedule for when the violation will be resolved, or

a. If a cure does not occur, or if the parties do not agree upon a resolution, such issue shall be referred to mediation through the City of Denver.

This Good Neighbor Agreement will remain in force throughout the entire time of ownership or operation of the premises. Except in emergencies or potentially irreversible threats to the well-being,

peace and/or quiet of the neighborhood; WPENA also agrees to refrain from making formal complaints about violations of this Agreement to the Department of Excise and Licenses or other City and County of Denver agencies, until the above conflict resolution process has been followed and a reasonable attempt to mediate has elapsed. However, it is understood that WPENA cannot stop or control individual neighbors from making such complaints.

This Agreement is the entire agreement between the parties. No provision of this Agreement may be modified without the written consent of the parties. Nor shall any waiver of any of the provisions be valid or enforceable unless in writing and signed by all parties.

All parties to this Good Neighbor Agreement request the Denver Department of Excise and Licenses to attach this Good Neighbor Agreement as conditions upon any liquor license which may be issued to Brown Dog Pizza.

Addendum (Sound Mitigation Fence Along Tennessee)

Specifications regarding the fence:

1. Upon completing the fence framing, a soundproofing membrane will be installed.
2. The product to be used is provided by Soundproofing America, and is product called "mass loaded vinyl". Mass loaded vinyl (MLV) is a loaded vinyl soundproofing barrier that comes in rolls that are 35'x 4' or 30' x 4 1/2'. Acoustical caulk will used to seal the joints.
3. The MLV will be stretched along the frame of the fence, and extending to the ground so that sound does not leak though the bottom of the fence.
4. Once the MLV is stretched across the fence frame, it will be secured to the frame.
5. The MLV will be overlapped by at least 1/2 inch, and be caulked between the overlap with acoustical caulk. We will also caulk the outer perimeter of the MLV membrane with the acoustical caulk.
6. Seams will be taped with a PVC seam sealer tape. Please see ([www.soundproofingamerica.com](http://www.soundproofingamerica.com)) for more detail.
7. Once we have completed the MLV installation, the fence will be slatted.
8. Although slats can be used on the other side of the fence in an effort to protect the MLV membrane from the elements, it is not essential for good sound blockage.
9. For more information on the installation procedure, diagrams and all other details, please see

<http://www.acousticsscience.com/soundfence/sound-fence.htm>

