



*Platt Park  
People's  
Association*

September 4, 2013

Tom Downey, Director of Excise & Licenses  
City & County of Denver  
Department of Excise and License  
201 West Colfax, Department 206  
Denver, Colorado 80202

Re: Application for **Acoustic Cabaret License (Indoor Only)**  
1439 Restaurant Group, LLC d/b/a Kaos Pizzeria ("Applicant")  
1439 South Pearl Street, Denver, Colorado 80210

To Whom It May Concern:

The Platt Park People's Association's ("3PA") Committee for Responsible Development ("CFRD") received a copy of the Notice of Application for Acoustic Cabaret License (Indoor Only) for the above-referenced Applicant and property. This property is located within the borders of Platt Park, which consist of Broadway to the west, Evans to the south, Downing to the east and I-25 to the north. 3PA has approximately 150 voting members which choose to join by paying \$20 annual dues. Membership is open to all residents, business owners and property owners. Platt Park has about 3,200 households.

CFRD is tasked with addressing applications filed with the Department of Excise and License. CFRD has worked with management at Kaos Pizzeria to construct the attached Good Neighbor Agreement ("GNA") that documents the agreements made between the Applicant and 3PA with respect to live music at Kaos Pizzeria. The GNA furthers 3PA's efforts to protect and improve the health, safety, quality of life, peace and enjoyment of the residential and business neighbors in Platt Park. Accordingly, the GNA has been approved by 3PA's Board of Directors.

We request that you include the GNA as part of the Applicant's license application and specifically attach Section 5, paragraphs a, b and d, and Section 6 as terms and conditions to the license itself. Contingent upon these provisions of the GNA being incorporated into the license, 3PA does not oppose the Applicant's Application for Acoustic Cabaret License (Indoor Only).

Thank you,

A handwritten signature in blue ink that reads "Kathleen Gueymard".

Kathleen Gueymard, President  
Platt Park People's Association

Enclosure

**PLATT PARK PEOPLE'S ASSOCIATION  
GOOD NEIGHBOR AGREEMENT**

**FOR:** 1439 Restaurant Group, LLC

**ADDRESS:** 1439 South Pearl Street, Denver, CO 80210

**LICENSE:** Application for Acoustic Cabaret License

THIS AGREEMENT is entered into by and between the Platt Park People's Association, an unincorporated nonprofit association ("**3PA**") and 1439 Restaurant Group, LLC d/b/a Kaos Pizzeria ("**Applicant**"). The issues addressed in this Agreement have been developed by Applicant, neighborhood residents and 3PA.

A. 3PA is a registered neighborhood association in Denver, Colorado whose neighborhood contains the premises at the address set forth above. 3PA is and has engaged in efforts to protect and improve the health, safety, quality of life, peace and quiet enjoyment of the residential and business neighborhoods in Platt Park and all parties want to continue to protect and improve the safety, quality of life, peace and quiet enjoyment of the neighborhood.

B. Applicant has applied for an Acoustic Cabaret License (hereinafter the "**Cabaret License**") for its business located at the above-referenced address which includes an enclosed structure and an outdoor patio which is herein referred to as the "**Premises**". The site plan for the Premises including all planned improvements to the Premises is attached to the application on file with the Department of Excise and Licenses and is attached as **Exhibit A** to this Agreement.

C. Applicant's initial application for a Cabaret License with respect to music on the outdoor patio was cancelled as Premises zoning did not support outdoor entertainment. Applicant's new application indicates that the location for the acoustic entertainment is located within the existing structure at the location labeled "Band Area" and highlighted in red as set forth on Exhibit A.

D. This Agreement is founded in the belief that a successful business relies, in part, on the strength, cooperation and support of the neighborhood around it and that the strength of the neighborhood relies, in part, on the responsibility, vitality and strength of the businesses operating within it.

**NOW, THEREFORE**, for good and valuable consideration, the parties hereby agree as follows:

1. **No Opposition**. 3PA agrees not to oppose Applicant's application for the Acoustic Cabaret License with acoustic entertainment to be located within the existing structure as set forth in Exhibit A, and will inform the Denver Department of Excise and Licenses in writing that it does not oppose the Cabaret License subject to the agreements herein. 3PA will not encourage its members to oppose the granting of the License. No guarantee can be made that individual members of 3PA will not oppose the granting of the Cabaret License.

2. Compliance with Applicable Laws and Licenses. Applicant agrees it will abide by all laws, rules, ordinances and regulations of the City and County of Denver and the State of Colorado including zoning regulations, and all laws, rules ordinances and regulations specifically pertaining to the sale of alcohol on the Premises, hours of operation, noise and live and recorded music, including the requirements of any licenses granted to Applicant

3. Duration. This Agreement shall commence as of the last signature date set forth below and shall remain in effect until all parties agree to dissolve the Agreement or the Agreement is terminated for breach in accordance with Section 9.

4. Designated Representative. At all times, Applicant shall appoint a designated representative for purposes of addressing all issues related to this Agreement (the “*Manager*”) who shall be reasonably accessible by phone on a 24/7 basis and will provide the current phone number to 3PA.

5. Specific Agreements. Applicant agrees it will act in a manner not inconsistent with or adverse to the quiet and peaceful enjoyment of the Platt Park neighborhood by other residential and business users. Specifically, Applicant agrees to the following:

a. *Operations.* Hours of live music shall be limited to 8:45 PM Sunday through Thursday and 9:45 PM Friday and Saturday and no more than three (3) days in a single week. Live music shall only be played seasonally. The parties agree that live music shall be limited to the period of March 15<sup>th</sup> through October 15<sup>th</sup>.

b. *Music.* There shall be no amplified music or vocals at any time in accordance with the nature of the Cabaret License for unamplified live entertainment, which prohibits amplified music or vocals.

c. *Noise.* Applicant agrees that ambient noise attributable to the Premises combined with any recorded or live music emanating from speakers or musical instruments on the Premises will not generate noise levels which exceed the residential noise limits set by the City and County of Denver’s residential noise ordinance. In the event the audible sound is sufficient to disturb any neighbor or violate applicable residential noise ordinances, Applicant will take immediate steps to mitigate the problem.

d. *Sound Mitigation and Band Location.* Applicant agrees to provide adequate sound mitigation measures in order to reduce the noise emitted from the Premises. Applicant has stated that it will install trellises in the back patio and seating areas, similar in design and scope to the existing trellises that Applicant has in the front portion of the Premises and will grow natural vegetation on the trellises in an effort to create a natural sound barrier. Applicant's design and scope will be similar to the existing trellises and vegetation that Applicant has in the front portion of the Premises. Should the attempt to grow natural vegetation to mitigate noise fail to provide adequate sound mitigation, Applicant will work with 3PA in a good faith in order to provide adequate, alternative sound mitigation. Applicant also agrees that all bands and performers playing live music shall setup and play within the enclosed structure, as shown on the attached Exhibit A.

e. *Lighting.* All exterior lighting shall be provided with fully shielded fixtures and all of which are designed and installed so that they do not shine directly onto nearby residential properties.

f. *Delivery Trucks/Garbage.* The emptying of glass and metal or trash pickup from the Premises shall be prohibited between the hours of 10:00 PM and 8:00 AM.

g. *Residential Neighborhood.* Applicant will employ operational policies to remind customers to be considerate of all neighbors. Applicant shall post in a location visible to passersby both on the frontage street and in the alley a telephone number where a representative of Applicant can be reached at all times during operating hours.

h. *Alley Access.* Applicant shall prohibit any pedestrian access between the Premises and the alley except in case of emergency or by employees emptying trash or recycling. Use of the alley by bands or musicians in order to load or unload equipment shall be limited to periods of 15 to 20 minutes and Applicant agrees to encourage such bands or musicians to take precautions not to block the alley from use by neighboring residents.

i. *Incident Log.* Applicant shall maintain an incident/complaint log, which shall be freely accessible to representatives of 3PA upon reasonable notice. The log will include, but not be limited, to information on all disturbances, inside and outside the Premises related to customers, names and or descriptions of all persons denied service and all phone calls to law enforcement.

j. *Litter/Vandalism.* Applicant shall keep the exterior of the Premises, parking lots and the alley free of litter, garbage and graffiti. Applicant shall make every effort to document the graffiti by taking pictures and/or writing down descriptions of the graffiti before cleaning it off the Premises and shall share any pictures with law enforcement.

k. *Security and Patron Behavior.* Applicant will provide adequate security presence, ensuring no violent activities take place inside or outside the Premises and will specifically monitor outside activity during closing to address noise, safety and illegal behavior (e.g. public urination). Applicant shall provide special duty Denver police officers when necessary for special events. Applicant shall take diligent action to prevent patrons from loitering in the vicinity of the Premises, including, but not limited to the dispersal by staff of any crowds or groups of people assembled outside after closing. Applicant shall see that patrons exit the premises and the immediate vicinity in a quiet and orderly fashion, particularly during the 30 minutes following closing.

6. Transfer, Sale and Renewal. Applicant shall notify 3PA no less than 30 calendar days prior to any proposed transfer of the License or Applicant's interest in the Premises or any transfer of control of Applicant. Applicant shall include all the terms of this Agreement in any transfer of this Cabaret License or the Premises so all the terms of this Agreement shall be

binding on the Applicant's transferees, heirs or assigns. Applicant agrees to meet with representatives of 3PA at least one month in advance of the anticipated renewal of the License to review compliance with this Agreement.

7. Complaints. Should a good faith, unresolved neighborhood complaint be made to 3PA regarding the operation of Applicant's business at the Premises, 3PA will use reasonable commercial efforts to transmit the complaint to the Manager as soon as practicable after receiving the complaint. Applicant shall make every effort to ensure that the Manager addresses the problem in a timely manner. Applicant or Manager shall meet with the residential neighbors and a representative of 3PA on five (5) days notice to discuss issues that may arise. Except in emergencies or potentially irreversible threats to the well-being, peace and/or quiet of the neighborhood and provided that Applicant has been responsive to complaints from 3PA in the past, 3PA agrees to forebear from making formal complaints about violations of this Agreement to the Department of Excise and Licenses or other agencies of the City and County of Denver until after written notice and a reasonable attempt to resolve the complaint has elapsed. However, it is understood that 3PA cannot stop individuals from making such formal complaints.

8. Items Included in License. Both the Applicant and 3PA request that the City of Denver include in the Cabaret License and liquor license for the Premises the following items from this Agreement: 5a, 5b, 5d and Section 6; that the Cabaret License be conditioned on the terms of this Agreement; and that this Agreement be added to the Applicant's file representing part of the "needs and desires" of the neighborhood.

9. Breach. Should either party believe that the other party is in default or violation of this Agreement, the party not in breach shall notify the other in writing of the alleged breach. Upon receipt of such notice, the receiving party shall have ten (10) calendar days within which to affect a cure of the alleged breach, or such longer time as may be reasonably required in the circumstances, provided that the party having received notice of breach shall make reasonable, continuous efforts to cure such alleged breach. If a cure does not occur, this Agreement may be terminated by the non-breaching party.

10. Agreement Subject to Approval of Acoustic Cabaret License by Excise and Licensing and Compliance with All Zoning Regulations/Requirements. This Good Neighbor Agreement is entered in to under the condition that City and County of Denver Excise and License Department grants to Applicant the Acoustic Cabaret License (Indoor Only) for which Applicant is currently applying. Further, this Good Neighbor Agreement is entered in to under the condition that the City and County of Denver Zoning Administration grant appropriate Zoning Permit(s) to Applicant for Applicant's use of the Premises for acoustic live entertainment, indoor only, within the existing structure set forth on Exhibit A. Should the City and County of Denver Excise and License Department, the City and County of Denver Zoning Administration, or any other appropriate government department fail to issue the required licenses or zoning permits to which this Good Neighbor Agreement is conditioned upon, this Good Neighbor Agreement shall be null and void *ab initio*.

11. Entire Agreement. 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.

12. Authority and Counterparts. Each person signing below represents that he/she has the authority to execute and deliver this Agreement. This Agreement may be signed in multiple counterparts, and each counterpart or copy thereof, which shall be considered an original for all purposes when taken with the other executed counterpart, shall constitute a binding agreement among the parties executed as of the date first written below.

\* \* \* \* \*

Executed and effective on the latest date set forth below:

**PLATT PARK PEOPLES' ASSOCIATION**

By: Kathleen Gueymard, President

Signed: Kathleen Gueymard Date: 9/1/13

Address:  
3PA P.O. Box 100848  
Denver, CO 80250-0848

**APPLICANT: 1439 Restaurant Group, LLC**

By: Lisa Mangold-White, Manager

Signed: Lisa Mangold-White Date: 8/31/13

Address:  
1439 South Pearl Street  
Denver, CO 80210

**Exhibit A**

**Site Plan of Premises**

# Exhibit A

1439 S. Paul

1st 34

1441 S. Paul Lot 89

