

Manhattan Community Board 4

(All Fields Must Be Completed)

Liquor License Stipulations Application

CORPORATION NAME 776 9TH AVE LLC		DOING BUSINESS AS (DBA) CODA Bar Kitchen & Stage	
STREET ADDRESS 776 9TH AVE		CROSS STREETS 52ND ST	ZIP CODE 10019
OWNER <i>(Attach a list of all the people that will be associated/listed with the license)</i>	NAME: JOHN FORSLUND	ATTORNEY/ REPRESENTAIVE	NAME: JOSEPH LEVEY
	PHONE: 917 796 8661		PHONE: 212-219-1193
	EMAIL: jdproductions.casting@gmail		EMAIL: Dana@HELBRAUNLEVEY.COM
MANAGER	NAME: TBD	LANDLORD	NAME: LAGS REALTY LLC
	PHONE:		PHONE:
	EMAIL:		EMAIL:
APPLICATION TYPE <i>(Check One)</i>			
<input checked="" type="radio"/> New	Has applicant owned or managed a similar business?		YES <input checked="" type="checkbox"/> NO
	What is/was the name and address of establishment?		
	What were the dates applicant was involved with this former premise?		
<input type="radio"/> Transfer	What is the prior license # and expiration date?		
	Is applicant making any alterations or operational changes?		YES NO
	<i>If alterations or operational changes are being made, please describe/list all changes.</i>		
<input type="radio"/> Alteration	What is the current license # and expiration date?		
	<i>Please list/describe the nature of all the changes and attach the plans:</i>		
METHOD OF OPERATION			
TYPE OF ALCOHOL	<input checked="" type="radio"/> Liquor/Wine/Beer <input type="radio"/> Beer <input type="radio"/> Wine & Beer		
ESTABLISHMENT TYPE	<input checked="" type="radio"/> Restaurant <input type="radio"/> Cabaret <input type="radio"/> Night Club <input type="radio"/> Hotel <input checked="" type="radio"/> Bar/Tavern <input type="radio"/> Catering Establishment w/ performances <input type="radio"/> Adult Entertainment <input type="radio"/> Wine Bar <input type="radio"/> Dance Club <input type="radio"/> Sports Bar <input type="radio"/> Club (Fraternal Organization -- Members Only)		
Has applicant/owner filed with the SLA? If yes, when? If no, when do you plan to file?		YES <input checked="" type="checkbox"/> NO	UPON APPROVAL FROM CB4
Is the 500 Foot Rule applicable? If yes, please attach a diagram of the On-Premise liquor license establishments within a 500 ft. radius of your establishment and the Public Interest Statement.		<input checked="" type="checkbox"/> YES NO	
Is the 200 Foot Rule applicable? If yes, please attach a diagram of the schools and houses of worship that trigger the rule.		YES <input checked="" type="checkbox"/> NO	
Has applicant/owner(s) read MCB4 Policy Regarding Concentration and Location of Alcoholic-Serving Establishments?		<input checked="" type="checkbox"/> YES NO	

OPERATIONAL DETAILS (*Closing time will be when establishment is vacated of all patrons)

HOURS* <i>(Indoor Only)</i>		MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
	Operation	close at 2am	close at 2am	close at 2am	close at 2am	close at 2am	close at 2am	close at 2am
	Kitchen	close at 2am	close at 2am	close at 2am	close at 2am	close at 2am	close at 2am	close at 2am
	Music	close at 2am	close at 2am	close at 2am	close at 2am	close at 2am	close at 2am	close at 2am

If you plan to have music, what type(s)?
(Circle all that apply)

BACKGROUND
 LIVE MUSIC
 "DJ"
 JUKE BOX
 KARAOKE

OCCUPANCY / sound tech

	Capacity (Certificate of Occupancy)	Maximum # of Persons You Anticipate Occupying Premises (Including Employees)	Number of Tables	Number of Seats	Number of Service Only Bars	Number of Stand-Up Bars	Number of Seats at Stand-Up Bar
INSIDE	110 per PA	110	28	87	1	1	3
OUTSIDE <i>(Other than sidewalk café)</i>	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SIDEWALK CAFÉ	n/a	n/a	3	6			

How many floors are there? What is the capacity for each floor? 2 floors. 110 Ground Floor / Cellar is Storage

How frequently will the owner(s) be at the establishment? Daily

Will you be applying or intending to apply for a cabaret license with DCA? If yes, will there be dancing? YES NO

Will applicant have bottle or table service for beverage alcohol? YES NO

Will you be hosting private; promotional or corporate events? YES NO

Will outside promoters be used on a regular basis? If yes please describe. YES NO

Will you have a security plan? If, yes please attach. YES NO

Will security plan be implemented? YES NO

Will State certified security personnel be used? YES NO

Will New York Nightlife Association and NYPD Best Practices be followed? YES NO

Will applicant be using delivery bicycles? If yes, how many? YES NO

Will delivery bicycles be clearly marked with the name of the restaurant and will staff wear attire clearly noting name as described by NYC Law? YES NO N/A

Where will delivery bicycles be stored during the day when not in use? N/A

LOCATION & ZONING			
Is this a Special District? If yes, is it Clinton, West Chelsea or Hudson Yards?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Clinton
Does the building have a Certificate of Occupancy ("C of O") or a letter of no objection?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	(AND P.A. PERMIT)
Is a Public Assembly permit required?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	PRE-EXISTING FOR 110 PPL
Are your plans filed with DOB?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	UPON APPROVAL

Community Notification/Relations			
NOTIFICATION: List all block associations; tenant associations, co-op boards or condo boards of residential buildings; and community groups that applicant has notified regarding its application. For each please list both the organization and individual you contacted	# 1	notice posting at premises/around neighborhood	
	# 2	Steve Belida/HK5051 - ongoing daily communications	
	# 3	Graig Linn / World Wide Plaza Tenant Assoc	
	# 4	Peter Saxe / 350 West 51st Street Tenant Association	
	# 5	Petition Signatures & Direct upstairs tenants support issued to HK5051	
Please provide dates when applicant met with the groups listed above.		3/12/2019 / 3/20/2019 / 3/21/2019	
Who was your contact person at each group you met with?		Names listed above	
When did applicant post the notice that was provided?		yes	
Where did applicant post the notice that was provided?		3/18/2019	
Will applicant provide owner cell phone number to neighbors and respond to complaints that arise? Please provide number in space provided.		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO 917 796 8661
Will applicant inform the Community Board office of its job openings and/or provide a hyperlink to applicants jobs webpage?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

BUILDING DESIGN			
State the name and type of business previously located in the space.	RENAISSANCE RESTAURANT - 24 HR. DINER W/ LL		
Has a liquor-licensed establishment previously occupied this space at any time? If yes, please provide the name of the business.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	RENAISSANCE RESTAURANT
Do you plan any changes to the existing façade? If yes, please describe.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	new store front / new interior vestibule
Will applicant have a vestibule within the establishment?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Will applicant use a storm enclosure?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	NO
Will applicant not place any items or obstructions on the sidewalk, for example, sandwich boards, sidewalk signs, freestanding menus and plants, as per the law?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	NO, WE WILL NOT
Will applicant comply with the NYC noise code?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Will the establishment have any of the following: (circle all that apply)	<input type="checkbox"/> FRENCH DOORS	<input type="checkbox"/> GARAGE DOORS	<input type="checkbox"/> WINDOWS THAT CAN BE OPENED
Will applicant close all windows, French doors, garage doors when any music or amplified sound (including televisions) is played inside the establishment?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Will applicant close all windows, French doors, garage doors by 11 PM Friday and Saturday and 10 PM on all other days even if no music or amplified sound is played inside the establishment?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Has applicant obtained an acoustical report from a certified sound engineer to assess potential noise disturbance to the neighboring residents and buildings?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Will applicant follow the recommendations of a certified sound engineer to mitigate potential noise disturbance to the neighboring residents and buildings, including placing speakers on the floor of the establishment?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Will the kitchen exhaust system extend to the roof?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	PRE-EXISTING
Will the establishment have an illuminated sign?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Will the establishment have a canopy extending over the sidewalk?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Where will the air conditioner be located? What type is it?	ON NEW ROOF IN REAR / MITSUBISHI		
When was the air conditioner installed?	BEING UPGRADED AS PER PLANS		

OUTDOOR ITEMS - OTHER THEN SIDEWALK CAFÉ			
Has the applicant/owner(s) read MCB 4 Rear Yard Rooftop Policy?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Will applicant use any outdoor spaces: rooftop, rear yard, patio, porch, balcony, pavilion, tents, deck or gazebo? If yes, which one(s)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Are the floorplans for the outdoor space(s) included?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	n/a
Will applicant close and vacate the outdoor space(s) by 11PM on Friday & Saturday and 10 PM on all other days?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Will the service and consumption of alcohol in any outdoor space only be via sealed food service?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Will applicant not allow standing space for patrons to drink or smoke in any outdoor space(s)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	WE WILL NOT ALLOW
Will there be no amplified music, as per the law?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	THERE WILL NOT BE
If amplified sound is played inside the establishment, will windows and doors be closed?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Will applicant agree to post signs outside asking customers to respect the neighbors'?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Will applicant agree to train staff to encourage a peaceful environment?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Will applicant provide effective sound control (landscaping enclosure, soundproofing tenants apartments)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Will there be a lighting plan that allows safe usage of the outdoor space without disrupting neighbors?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	

OUTDOOR ITEMS – SIDEWALK CAFÉ			
Has the applicant/owner(s) read MCB4 Sidewalk Café Policy?	<input checked="" type="checkbox"/>	YES	NO
Will applicant be applying for a sidewalk café now or in the future?	<input checked="" type="checkbox"/>	YES	NO
Is applicant in this application seeking to include a sidewalk café in its liquor license?	<input checked="" type="checkbox"/>	YES	NO
If yes, has applicant submitted an application and plans to NYC Dept. of Consumer Affairs? Please attach application and plans.		YES	NO
Will applicant close and vacate the sidewalk café by 11 PM on Friday & Saturday and 10 PM on all other days?	<input checked="" type="checkbox"/>	YES	NO
Will applicant be serving alcohol in the sidewalk café? If so, will you have waiter service?	<input checked="" type="checkbox"/>	YES	NO
Will the café have a 3 ft. wide serving aisle running the entire length of the sidewalk cafe?	<input checked="" type="checkbox"/>	YES	NO
Will applicant mark the perimeter of the café on the sidewalk?	<input checked="" type="checkbox"/>	YES	NO
Will the service and consumption of alcohol in the sidewalk café only be via seated food service?	<input checked="" type="checkbox"/>	YES	NO
Will the sidewalk café not provide standing space for drinking or smoking?		YES	NO
Will applicant use any portable natural gas heaters? If so, do you have the requisite approvals from DOB & the Fire Department?		YES	<input checked="" type="checkbox"/> NO
Will applicant have a lighting plan that will allow safe usage of the outdoor space without disrupting neighbors?	<input checked="" type="checkbox"/>	YES	NO
Will all furniture, plants and barricades be stored inside between the evening closing hours and the morning opening hours?	<input checked="" type="checkbox"/>	YES	NO
Will all furniture be stored inside between December 21 st and March 21 st , and any other day when it rains or snows?	<input checked="" type="checkbox"/>	YES	NO
Will applicant use umbrellas?		YES	NO
If construction or construction protection has reduced the sidewalk width, will applicant always maintain an 8 foot clear path of sidewalk between the perimeter of the café and the closes obstruction including construction barricades?	<input checked="" type="checkbox"/>	YES	NO

ADDITIONAL STIPULATIONS: (Office Use Only)

- There will be no open doors or windows on Ninth Avenue

To the extent any additional stipulation on pages 7 and 8 of this application conflicts with any response on pages 1 – 6 of this application, the stipulations on pages 7 and 8 control.

ADDITIONAL STIPULATIONS: (Office Use Only), *Continued*

To the extent any additional stipulation on pages 7 and 8 of this application conflicts with any response on pages 1 – 6 of this application, the stipulations on pages 7 and 8 control.

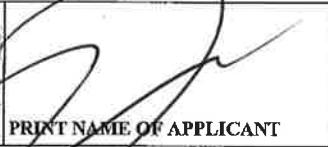
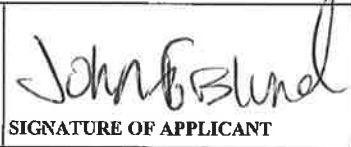
Manhattan Community Board 4 (MCB4) recommends:	<input checked="" type="radio"/> Denial unless all stipulations agreed to by applicant/owner are part of the method of operation <input type="radio"/> Denial <input type="radio"/> Approval
--	---

CB4 REPRESENTATIVES

 Nelly Gonzalez <i>CB4 Assistant District Manager</i>	 Frank Holozubiec <i>CB4 BLP Committee Co-Chair</i>	 Burt Lazarin <i>CB4 BLP Committee Co-Chair</i>
--	--	--

APPLICANT AGREEMENT WITH THE COMMUNITY

Applicant agrees to these stipulations as the basis for the community support of this application and acknowledges that all of these stipulations are essential prerequisites to the MCB4 recommendation regarding this application. Applicant agrees to have these stipulations incorporated in the method of operation of its liquor license. The stipulations in this application constitute the entire agreement between MCB4 and applicant and may only be altered in writing signed by MCB4 and applicant. These stipulations supersede any oral statements or representations in connection with this application.

SIGN HERE →	 PRINT NAME OF APPLICANT	 SIGNATURE OF APPLICANT	DATE 4/9/16
-------------	--	--	-------------

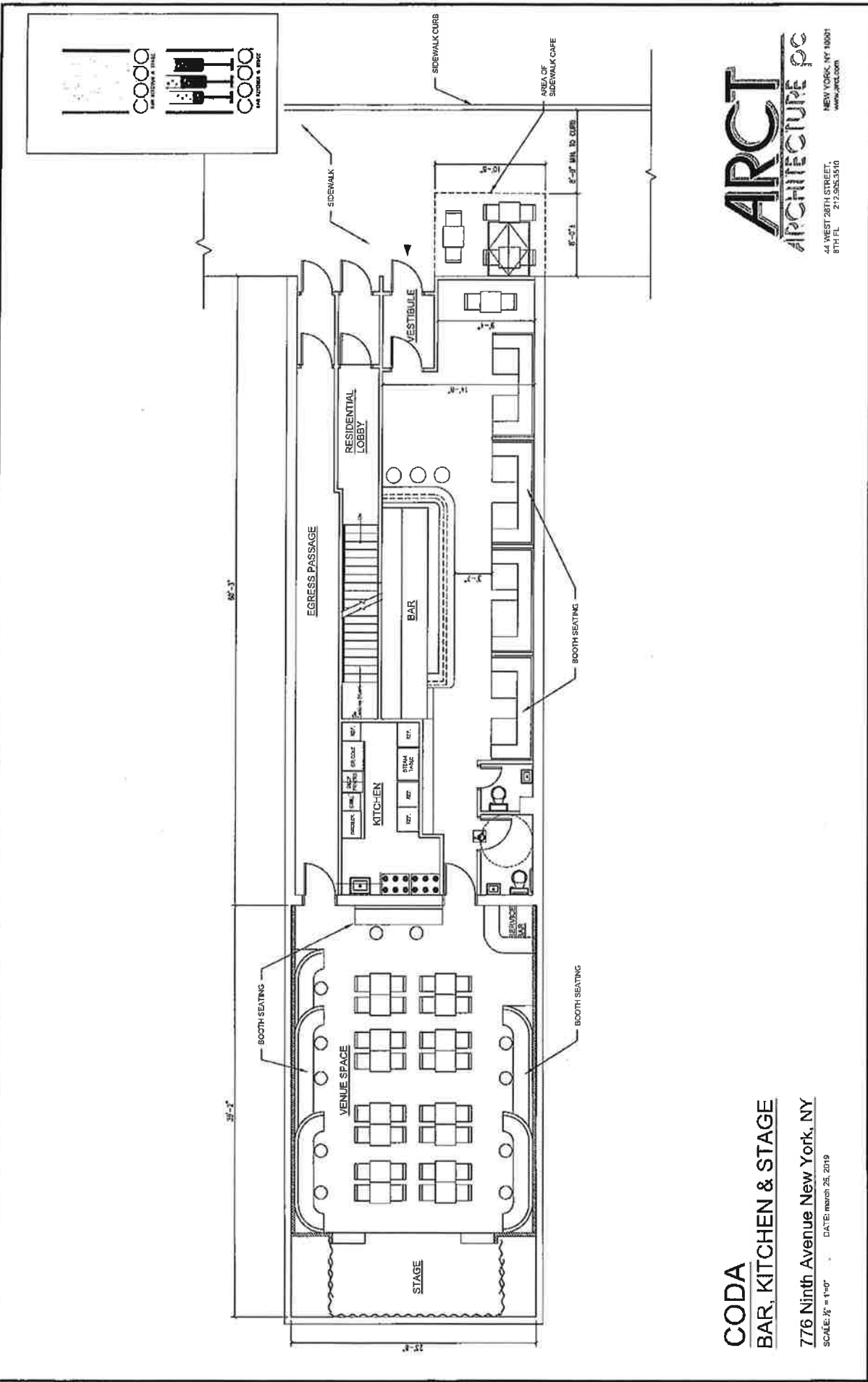
Owner

Manhattan Community Board 4 (MCB4 recommends:
 (MCB4's recommendation is based on a vote taken at its May 1, 2019 full board meeting with 35 members voting in favor of the recommendation, 1 member opposed, 3 members abstaining and 0 present but not eligible)

HELBRAUN || LEVEY

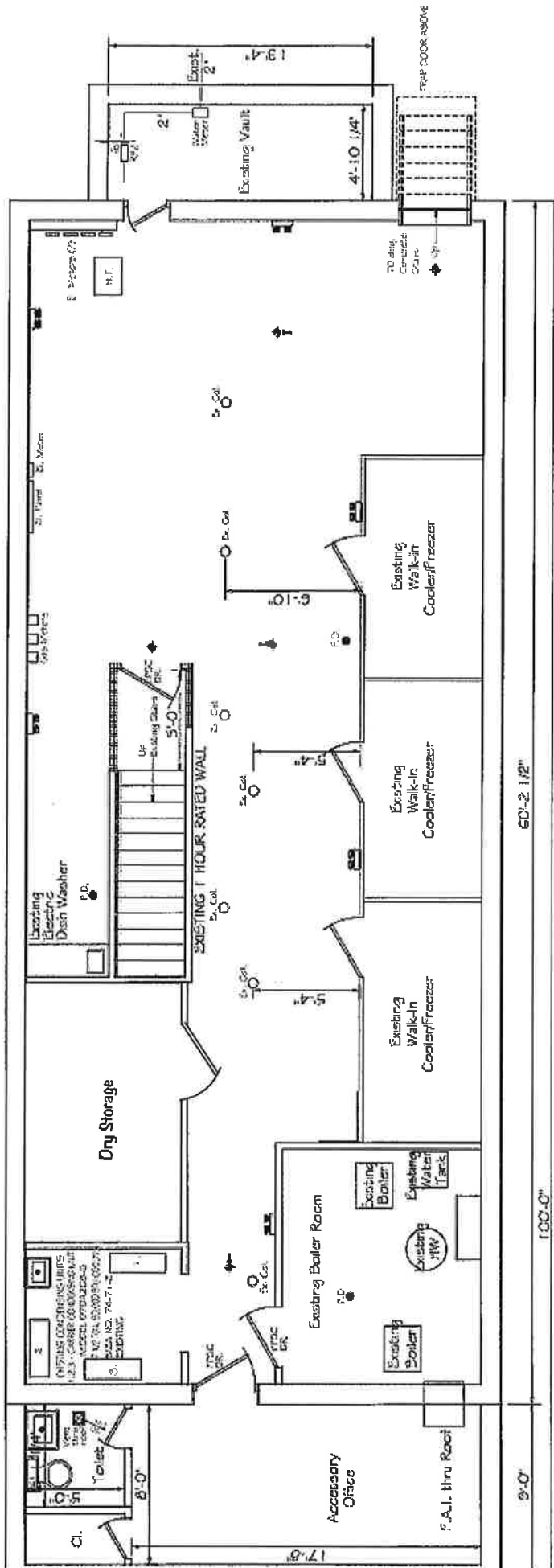
ESTABLISHMENT INFORMATION

helbraunlevey.com
110 William Street, Suite 1410
New York, NY 10038
212-219-1193



ARCT
 ARCHITECTURE PC
 NEW YORK, NY 10001
 44 WEST 28TH STREET, 8TH FL. 212.363.5740
 www.arct.com

CODA
 BAR, KITCHEN & STAGE
 776 Ninth Avenue New York, NY
 SCALE: 1/8" = 1'-0" DATE: march 25, 2019



Cellar Floor Plan

104-1-27

Happy Hour | Front Bar & Patio Only | Mon-Sat | 4-7 PM | Two for One drinks

SMALL BITES

- Broadway Nachos* \$10
Served w/ Sour cream, Guac & Pico de Gallo
Add chicken, beef or pulled pork \$14
- Cheddar Jalapeño Poppers* \$9
- Mozzarella Sticks* \$9
- App Sampler* \$16
Chicken wings, Mozzarella sticks & Poppers
- BBQ, Parmesan, Teryaki or Thail Chili Wings*
6 for \$9 or 12 for \$17
- Fried Pickles* \$8
Served w/ chipotle aioli
- Hummus Plate* \$12
Regular ole' hummus w/ baked pita chips—
simple & delicious!
- Chips & salsa* \$4
add guac + \$6
- Fried Avocado Stix* \$9
served w/ avocado ranch
- Basket of Buffalo Cauliflower* \$9
fried & just a lil spicy
- Onion Rings* \$9
served w/ ranch, honey mustard, & chipotle aioli

SLIDERS

- All styles served on a Hawaiian bun w/ fries, salad, or wild rice*
- Classic: All Natural Grass-fed Beef w/ Applewood Smoked Blue Cheese & Caramelized Onions* \$16
- Little Italy: (Chicken or Beef) Mozzarella Cheese, Marinara sauce & Pepperoni* \$15
- Down South: Chicken Tenders tossed in BBQ, topped w/ slaw & onions* \$15
- New Yorker: Chicken Tenders tossed in Buffalo, topped w/ Blue Cheese crumble* \$15
- St. Louis: Pulled pork piled high w/ BBQ sauce & slaw* \$16
- Hawaiian: Beef slider w/ ham, lettuce, pineapple, swiss cheese & BBQ sauce* \$15
- Grilled Chicken: Simple as it gets! Grilled chicken breast, lettuce, swiss cheese & avocado ranch!* \$14

PIZZA

- Oven Baked Flat bread Pizzas*
- Fresh Mozzarella* \$8
- Pepperoni* \$10
- BBQ chicken w/ caramelized onions & ranch* \$12
- Buffalo chicken w/ blue cheese* \$12
- Topped w/ mac n' cheese* \$14
- Goat cheese & bacon pizza w/ fig balsamic reduction* \$14
- Hawaiian pizza w/ pineapple & sliced ham* \$14
- Meatlovers Pizza w/ Bacon, Beef & Pepperoni* \$16

BIGGER BITES

- Mac n' Cheese*
- Regular* \$14
- Go fancy! Add bacon or pulled pork* \$18
- Crispy Chicken Tenders* \$11
(Buffalo-tossed optional)
- w/ fries & honey mustard* \$15
- Thai Chicken Salad* \$12
Asian greens, crispy chicken, almonds
& sesame ginger dressing
- Lemon Zest Grilled Chicken w/ Wild Rice & a Side Salad* \$18
- Legendary Salad* \$12
Jumbo salad w/ Apple, dried cranberry, & Goat cheese.
Served w/ champagne vinaigrette & almonds
* add grilled chicken +\$5
- Ole' Fashion Fish & Chips* \$16
Fried cod fish served w/ french fries, malt vinegar & tartar sauce
- Baja Fish Tacos* \$15
Fried cod, shredded cabbage, slaw, topped w/ green onion & chipotle aioli
- Chicken & Waffles* \$15
2 crispy fried chicken tenders smashed between belgian waffles & topped w/ maple syrup & powdered sugar served w/ tater tots
- Add Ons*
- Any extra sauces* \$1.00
- Side of Wild Rice* \$4.00

DRAUGHT

<i>Brooklyn Lager</i>	\$8 / 30
<i>Seasonal Draught Beer</i>	\$8 / 30
<i>Shiner Bock</i>	\$6 / 22
<i>Bell's Amber Ale</i>	\$7 / 25
<i>Original Sin Hard Apple Cider</i> ..	\$7 / 25
<i>Lagunitas IPA</i>	\$7 / 25
<i>Southern Tier Pilsner</i>	\$8 / 30
<i>Mother's Milk Stout</i>	\$8 / 30

WINE

<i>Sauvignon Blanc</i>	\$9 / 38
<i>Pinot Grigio</i>	\$8 / 34
<i>Chardonnay</i>	\$9 / 38
<i>Pinot Noir</i>	\$8 / 34
<i>Cabernet Sauvignon</i>	\$9 / 38
<i>Merlot</i>	\$8 / 34

BOTTLE

<i>Corona</i>	\$6 / 25
<i>Heineken</i>	\$7 / 30
<i>Stella</i>	\$8 / 35
<i>Not Your Father's Root Beer</i>	\$8 / 35
<i>Blue Moon</i>	\$7 / 30

CAN

<i>Bud / Bud Light</i>	\$5
<i>PBR</i>	\$4
<i>21st Amd Brew Free or Die IPA</i>	\$7
<i>Pinner Throwback IPA</i>	\$7
<i>New Belgium Fat Tire</i>	\$8
<i>Raging Bitch Belgian style IPA</i>	\$8
<i>Left Hand Brewing Co. Nitro Stout</i> ..	\$9

EVERY DAY SPECIALS

<i>Can + shot (Bud, Bud Light, PBR)</i> ..	\$8	<i>Beer & a Pizza</i>	\$10
<i>Can + shot (all other cans)</i>	\$10	<i>75¢ wings during games / 8 min</i>	

BEER COCKTAILS

- Daddy Issues* \$11
Not Your Father's Root Beer w/ Stolli Vanilla Vodka
- Beer'mosa* \$11
Blue moon, peach schnapps & orange juice

CHAMPAGNE

- Cuvee Imperial* \$7 /35
- Primaterra Prosecco Italy* \$59
- Chandon Champagne France* \$99

MARTINIS

- The Pink Pearl* \$12
*#9 gin, splash of pink grapefruit, dash of lime juice
& a champagne floater*
- White Lychee* \$13
Titos vodka, Lychee juice & a splash of vermouth
- Chocolate Dream* \$13
*Stoli Vanilla, Coffee Liqueur, Baileys,
Frangelico & Chocolate Syrup Drizzle*
- Cabaret Cosmo* \$12
Stoli O, Triple Sec, cranberry juice & lime
- French 107* \$14
*Ketel One Vodka, Chambord, pineapple juice
& a champagne floater*
- Key Lime Pie* \$12
The title says it all

COCKTAILS

- The House Favorite* \$11
Stoli Hot, orange liqueur, lemon, lime
- Summer Peach* \$11
gluten free peach vodka, club soda
- Drunk Arnold* \$10
sweet tea vodka, lemonade
- West Side Whiskey Sour* \$12
Old Overholt Rye, lemon, sweet red wine floater
- Gin Bramble* \$12
*Beefeater, raspberry liqueur, lemon,
cardamom bitters*
- Seasonal Lemonade* \$12
Jameson, lemonade, seasonal goodies
- Prosecco Margarita* \$14
*Espolon margarita w/ cointreau topped
w/ Prosecco*
- Purple Rain* \$12
*Captain Morgan Rum, creme de cassis, lime juice
& ginger beer*
- Fountain of Youth* \$13
*Malibu Rum, Blue Curacao, Raspberry vodka,
Sprite & simple syrup*
- Meghan's Mojito* \$12
*Malibu coco rum, pineapple juice, mint & topped
w/ champagne*

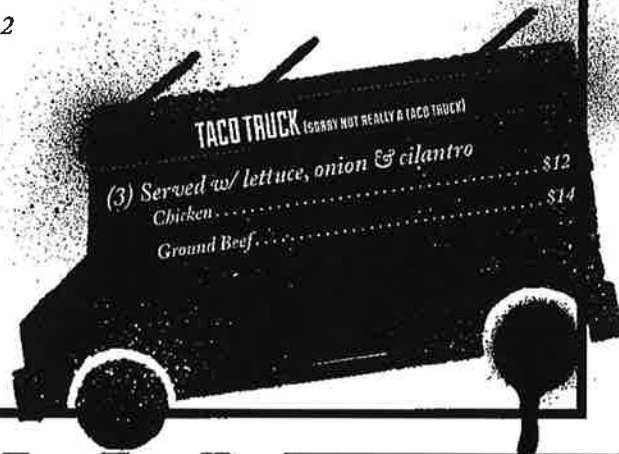
Happy Hour | Front Bar & Patio Only | Mon-Sat | 4-7 PM | Two for One drinks

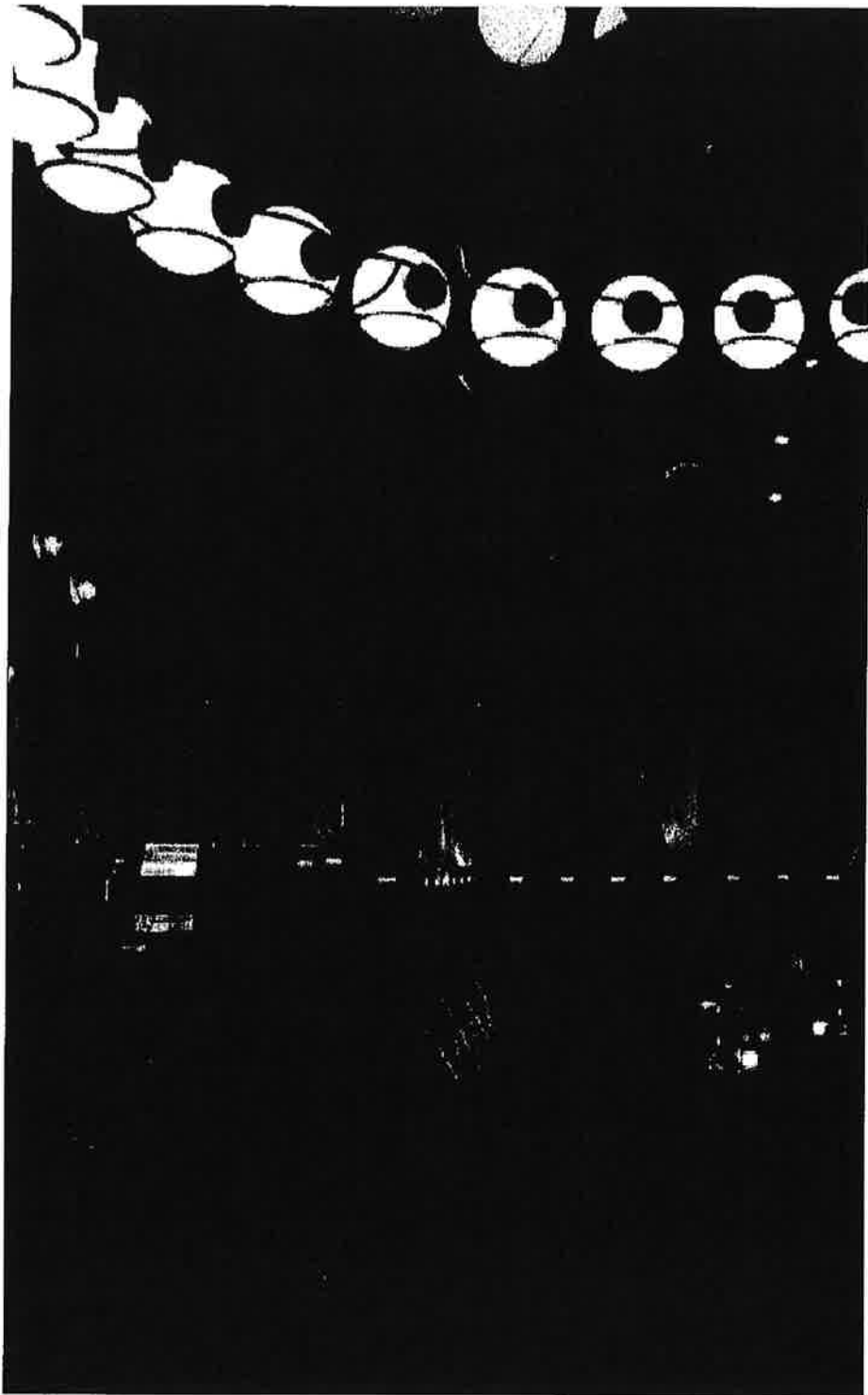
JUMBO HOT DOGS

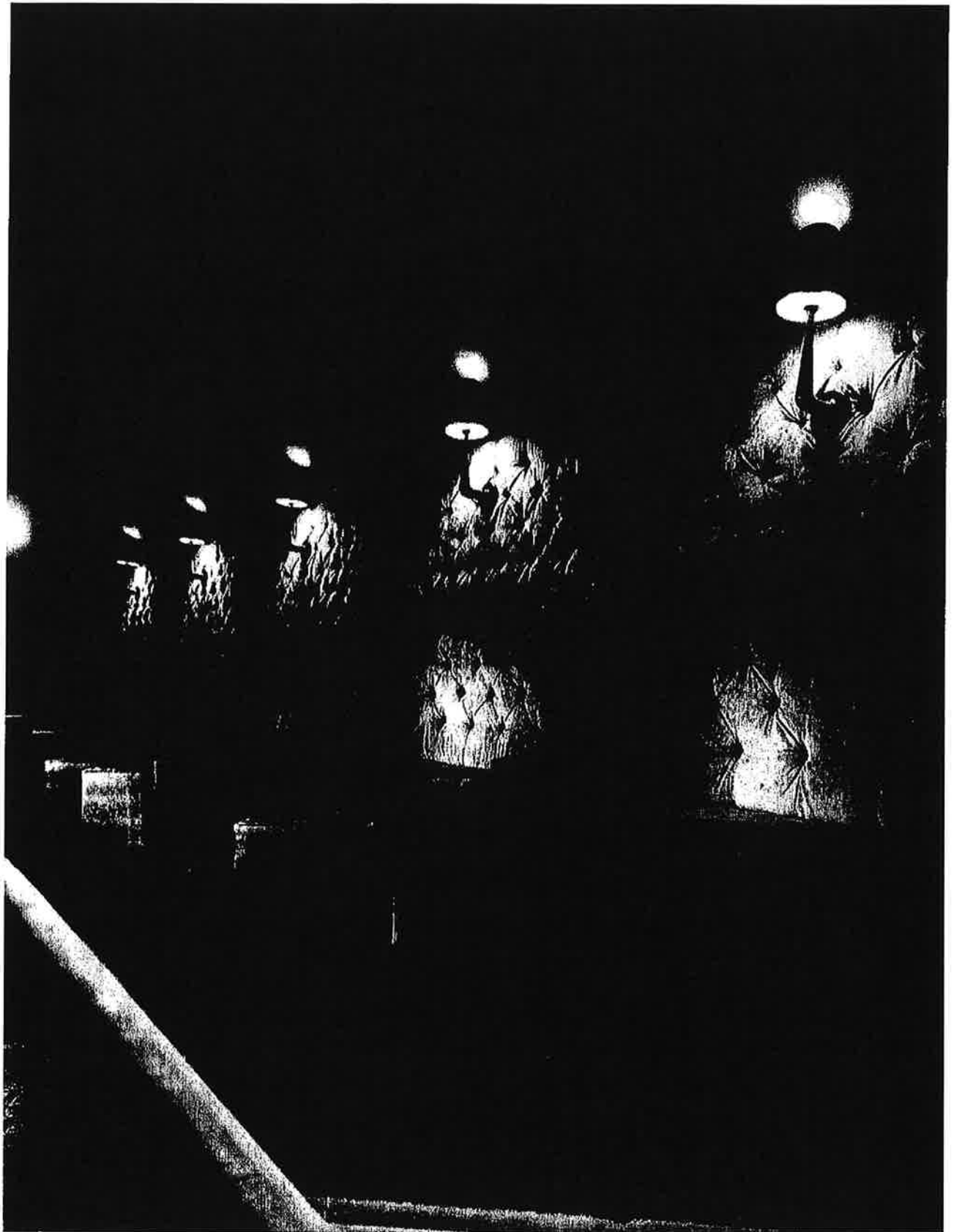
- Hot Dog Supreme*\$12
Sloppy joe sauce, mozz cheese & pico de gallo
- Pulled Pork Dog*\$12
hefty mound of pulled pork, slaw & sour cream, topped w/ green onions
- Cuban Dog*.....\$12
ham, swiss cheese, fried pickles & honey mustard!
- Mac Daddy Dog*\$12
literally smothered in mac & cheese & bacon
- Karma Dog*\$12
Caramelized Beer Onions & Cheddar Cheese

FRIES / TOTS

- French Fries or Tater Tots*
- Naked* \$7
- Cheese it up!*.....\$10
- Fully Loaded: sour cream, green onions, bacon bits & Shredded cheese* \$12
- Down & Dirty: coated in Old Bay seasoning & topped w/ Chipotle aioli* \$11
- Pig Out: pulled pork, BBQ sauce, sour cream, topped w/ shredded cheese & green onions.* \$14











HELBRAUN || LEVEY

SAMPLE EVENT CALENDAR/PROGRAMMING

helbraunlevey.com
110 William Street, Suite 1410
New York, NY 10038
212-219-1193

October 2019

Mon	Tue	Wed	Thu	Fri	Sat	Sun
	1 7PM: Available Show Slot 9PM: Drag Show 10PM: Drag Show	2 7PM: Long Running Singing Competition Show 10PM: Come & Go Musical Karaoke	3 7PM: Long Running Family Friendly Broadway Cabaret Show 10PM: Drag Spectacular	4 7PM: 1st-Fridays Event 9PM: Drag 10PM: Wn: Avail Programming	5 12PM / 2PM Seated Brunch w/ live show 4PM: Matinee Show Slot Avail 6PM on: Avail Programming	6 12PM / 2PM Seated Brunch w/ live show 4PM: Matinee Show Slot Avail 6PM on: Avail Programming
7 7PM: Monthly 1st-Mondays Musical Revue 9PM: Broadway Open-Mic	8 7PM: Available Show Slot 9PM: Drag Show 10PM: Drag Show	9 7PM: Long Running Singing Competition Show 10PM: Come & Go Musical Karaoke	10 7PM: Long Running Family Friendly Broadway Cabaret Show 10PM: Drag Spectacular	11 7PM: Available Show Slot 9PM: Drag 10PM: Wn: Avail Programming	12 12PM / 2PM Seated Brunch w/ live show 4PM: Matinee Show Slot Avail 6PM on: PDP Cabaret Shows	13 12PM / 2PM Seated Brunch w/ live show 4PM: Matinee Show Slot Avail 6PM on: All-Stars Jr. Cabaret Shows
14 7PM: Available Show Slot 9PM: Broadway Open-Mic	15 7PM: Available Show Slot 9PM: Drag Show 10PM: Drag Show	16 7PM: Long Running Singing Competition Show 10PM: Come & Go Musical Karaoke	17 7PM: Long Running Family Friendly Broadway Cabaret Show 10PM: Drag Spectacular	18 7PM: Available Show Slot 9PM: Drag 10PM: Wn: Avail Programming	19 12PM / 2PM Seated Brunch w/ live show 4PM: Matinee Show Slot Avail 6PM on: Avail Programming	20 12PM / 2PM Seated Brunch w/ live show 4PM: Matinee Show Slot Avail 6PM on: Lets Broadway Revue
21 7PM: Monthly 3rd Mondays Show Slot 9PM: Broadway Open-Mic	22 7PM: Available Show Slot 9PM: Drag Show 10PM: Drag Show	23 7PM: Long Running Singing Competition Show 10PM: Come & Go Musical Karaoke	24 7PM: Long Running Family Friendly Broadway Cabaret Show 10PM: Drag Spectacular	25 7PM: Last-Fridays Showcase 9PM: Drag 10PM: Wn: Avail Programming	26 12PM / 2PM Seated Brunch w/ live show 4PM: Matinee Show Slot Avail 6PM on: ICC Cabaret Shows	27 12PM / 2PM Seated Brunch w/ live show 4PM: Matinee Show Slot Avail 6PM on: All-Stars Jr. Cabaret Shows
28 7PM: Monthly 4th-Mondays Show Slot 9PM: Broadway Open-Mic	29 7PM: Available Show Slot 9PM: Drag Show 10PM: Drag Show	30 7PM: Long Running Singing Competition Show 10PM: Come & Go Musical Karaoke	31 7PM: Long Running Family Friendly Broadway Cabaret Show 10PM: Drag Spectacular			

HELBRAUN || LEVEY

ACOUSTIC PLANS

Sound Isolation Detail Drawings for:
776 9TH AVE LLC

Prepared By:



SH-00 TABLE OF CONTENTS
 SH-01 FLOOR PLAN
 SH-02 ACOUSTIC WALL DETAILS
 SH-03 ACOUSTIC FLOOR DETAILS
 SH-04 ACOUSTIC CEILING DETAILS
 SH-05 GASKETED DOOR DETAILS

PROJECT CONTACTS

SHACOUSTICS
STEVE HAAS
 Founder & President
 CELL: (203) 258-9577
 OFFICE: (203) 877-6340 x111
 Steve@shacoustics.com

PATRICK MURRAY
 Senior Consultant
 OFFICE: (203) 877-6340 x114
 CELL: (347) 878-7749
 Patrick@shacoustics.com

JACOB JOHNSON
 Lead CAD Designer
 OFFICE: (203) 877-6340 x116
 FAX: (203) 286-1427
 Jacob@shacoustics.com

CONNECTICUT OFFICE:
 10 Higgins Drive
 Milford, CT 06460

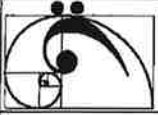
EMAIL: Info@shacoustics.com
 WEBSITE: www.shacoustics.com

1. THE DRAWINGS AND DETAILS INCLUDED WITHIN THIS PACKAGE ARE TO ILLUSTRATE ACOUSTIC DESIGN INTENT AND MUST BE REVIEWED BY AN APPROPRIATE, LICENSED DESIGN PROFESSIONAL (I.E. ARCHITECT OR STRUCTURAL ENGINEER) PRIOR TO CONSTRUCTION IN ORDER TO ENSURE THAT ALL APPLICABLE CODES ARE MET.

776 9TH AVE LLC
 TABLE OF CONTENTS

PROJECT NAME:	
PROJECT NO.:	#19-1487
REV.:	32
SCALE:	
DATE:	03/26/2019
SHEET NO.:	

SH-00



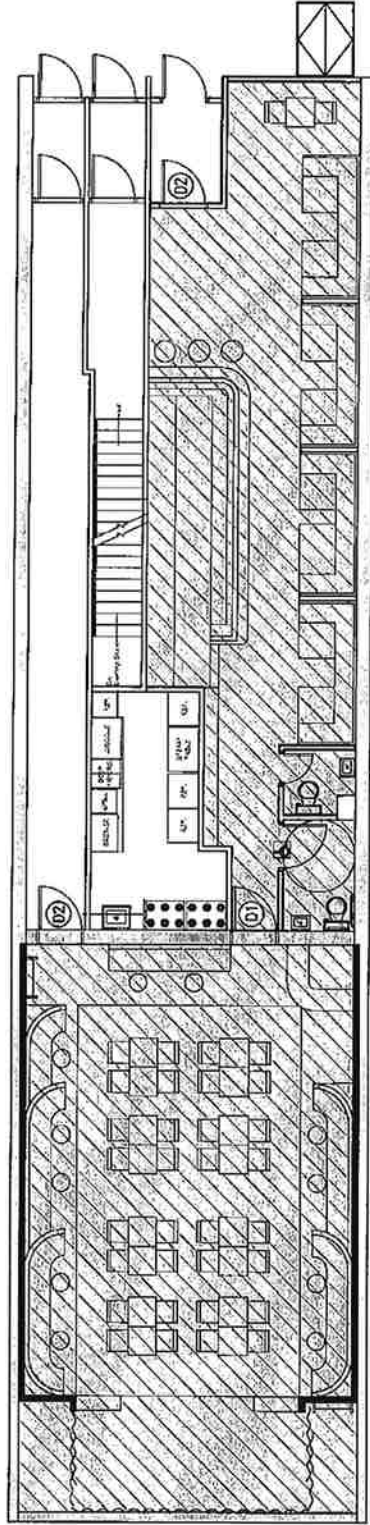
SH Acoustics

SH Acoustics LLC
10 Higgins Drive
Milford, CT 06460
Tel: 203 877-6240
Fax: 203 266-1427
www.shacoustics.com








FLOOR PLAN
776 9TH AVE LLC

PROJECT NAME:
PROJECT NO.:
BY: REV:
SCALE: 3/1
DATE: 03/26/2019
SHEET NO. 1

SH-01



LEGEND

-  ACOUSTIC WALL TYPE 1 (SEE SH-02 FOR DETAILS)
-  ACOUSTIC WALL TYPE 2 (SEE SH-02 FOR DETAILS)
-  ACOUSTIC WALL TYPE 3 (SEE SH-02 FOR DETAILS)
-  ACOUSTIC FLOOR TYPE 1 (SEE SH-03 FOR DETAILS)
-  ACOUSTIC CEILING TYPE 1 (SEE SH-04 FOR DETAILS)
-  01 STC GASKETED DOOR (SEE SH-05 FOR DETAILS)
-  02 SOLID CORE GASKETED DOOR (SEE SH-05 FOR DETAILS)



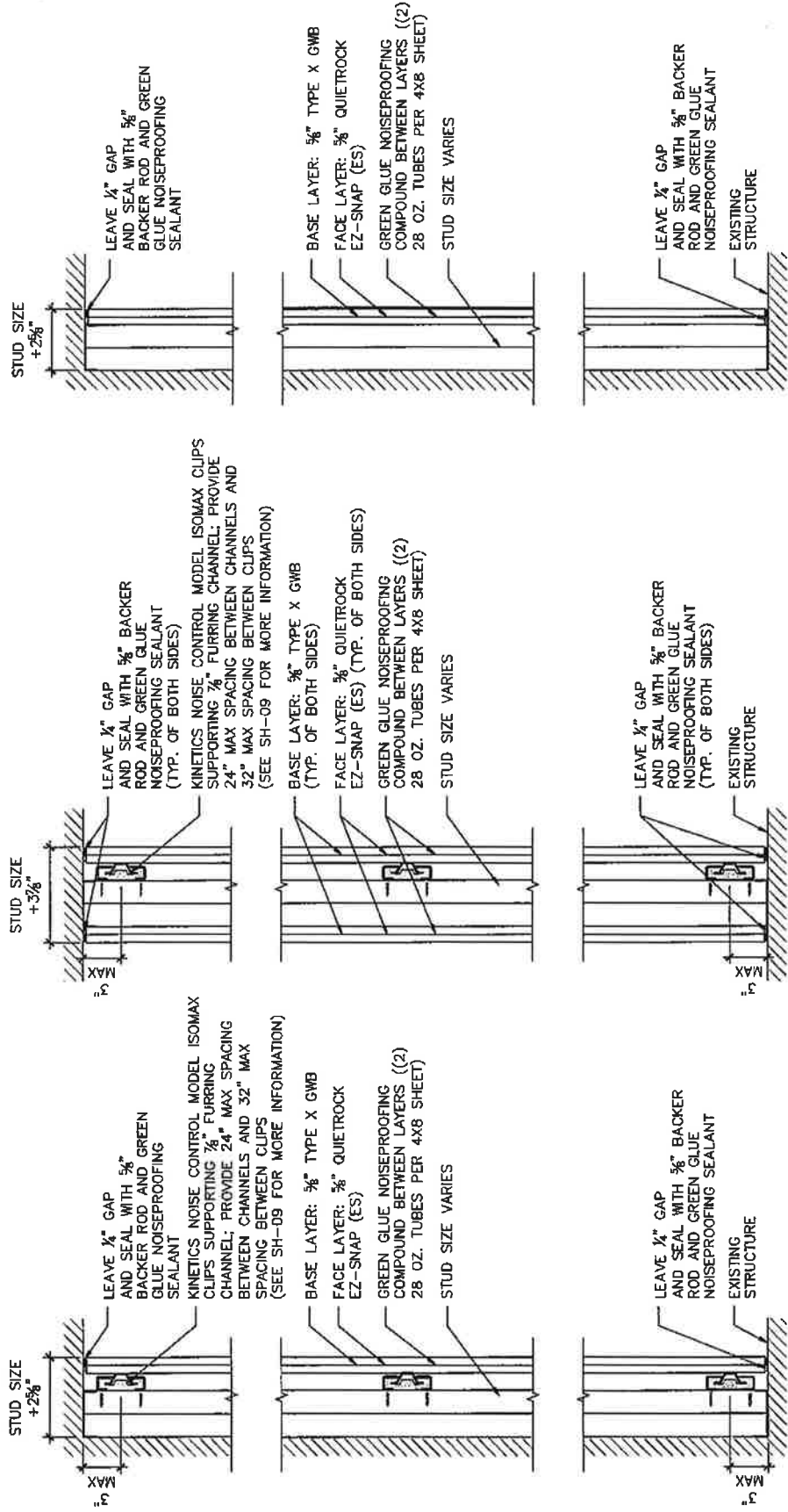
SH Acoustics
 10 Higgins Drive
 Milford, CT 06460
 TEL: 203.877.6540
 FAX: 203.286.5427
 www.shacoustics.com

SH Acoustics LLC
 10 Higgins Drive
 Milford, CT 06460
 TEL: 203.877.6540
 FAX: 203.286.5427
 www.shacoustics.com

ACOUSTIC WALL DETAILS

776 9TH AVE LLC

PROJECT NAME:	776 9TH AVE LLC
PROJECT NO:	019-1487
REV:	01
SCALE:	1/2" = 1'-0"
DATE:	03/26/2019
SHEET NO.:	SH-02



ACOUSTIC WALL TYPE 1
 SCALE = 1/2" = 1'-0"

ACOUSTIC WALL TYPE 2
 SCALE = 1/2" = 1'-0"

ACOUSTIC WALL TYPE 3
 SCALE = 1/2" = 1'-0"



SH Acoustics
 20 Higgins Drive
 Milford, CT 06460
 Tel: 203 877-6340
 Fax: 203 284-1427
 www.shacoustics.com

SH Acoustics LLC
 20 Higgins Drive
 Milford, CT 06460
 Tel: 203 877-6340
 Fax: 203 284-1427
 www.shacoustics.com

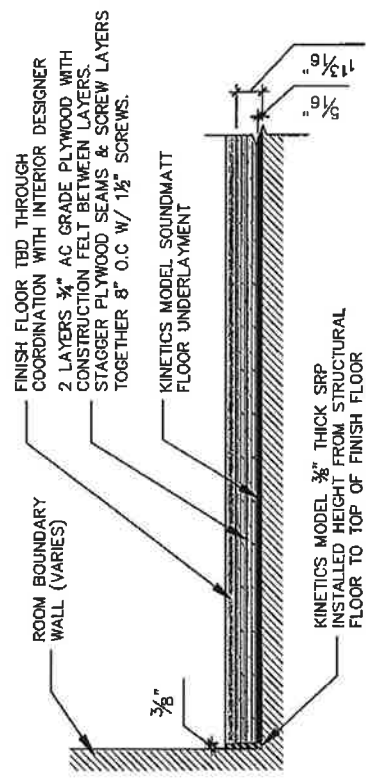
ACOUSTIC FLOOR DETAILS

776 9TH AVE LLC

PROJECT NAME :	776 9TH AVE LLC
SHEET TITLE :	ACOUSTIC FLOOR DETAILS
PROJECT NO. :	
BY :	JJ
REV :	
SCALE :	1/2" = 1'-0"
DATE :	03/26/2019
SHEET NO. :	

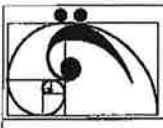
SH-03

NOTE: LAY SECOND LAYER OF PLYWOOD AT 90 DEGREE ANGLE AS SHOWN AND STAGGER JOINTS BY 16"-24" IN BOTH DIRECTIONS



ROLL OUT FLOOR INSTALLATION INSTRUCTIONS

1. CLEAN EXISTING FLOOR.
2. BEFORE STARTING TO LAYOUT FLOOR MATERIALS, THE FLOOR MUST BE LEVEL. USE CONCRETE LEVEL AS APPROPRIATE.
3. ADHERE SRP PERIMETER ISOLATION BOARD AROUND PERIMETER OF STATIONARY WALL.
4. PLACE ISOLATION MATERIAL.
5. INSTALL FIRST LAYER OF 3/4" AC PLYWOOD OVER ISOLATION MATERIAL.
6. ADD CONSTRUCTION ADHESIVE TO BASE LAYER.
7. INSTALL SECOND LAYER OF 3/4" AC PLYWOOD AND SCREW PLYWOOD LAYERS TOGETHER WITH DRYWALL SCREWS SPACED 8" ON CENTER IN BOTH DIRECTIONS



SH Acoustics

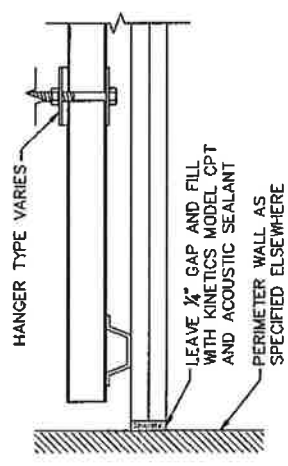
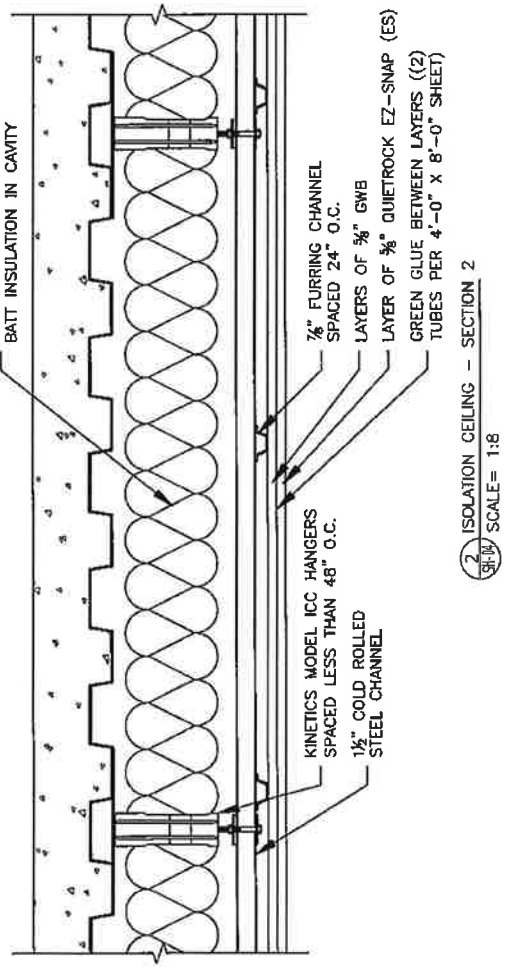
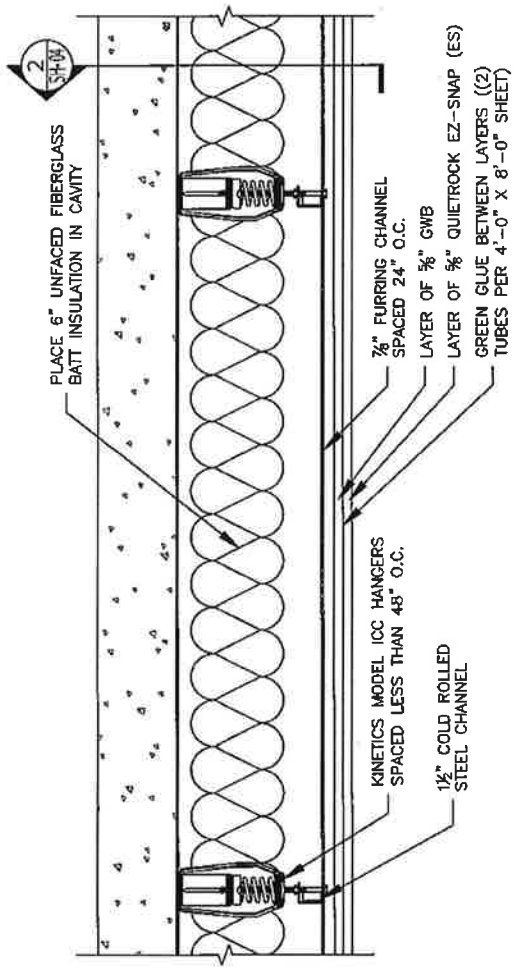
SH Acoustics LLC
 10 Higgins Drive
 Milford, CT 06460
 Tel: 203 877-6340
 Fax: 203 286-1427
 www.shacoustics.com

ACUSTIC CEILING DETAILS

776 9TH AVE LLC

PROJECT NAME :	
SHEET TITLE :	
PROJECT NO :	
BY :	JL
DATE :	03/26/2019
SCALE :	NOTED
DATE :	
PROJECT NO :	

SH-04





SH Acoustics

SH Acoustics LLC
10 Higgins Drive
Milford, CT 06460
Tel: 203 877-6340
Fax: 203 866-1477
www.shacoustics.com

GASKETED DOOR DETAILS

776 9TH AVE LLC

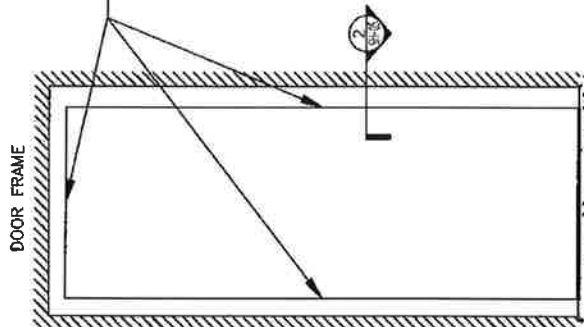
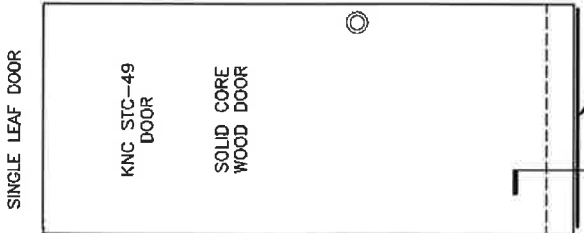
PROJECT NAME:	
PROJECT NO:	#19-1487
DATE:	03/26/2019
SCALE:	N.T.S.
SHEET NO.:	
REV.:	

SH-05

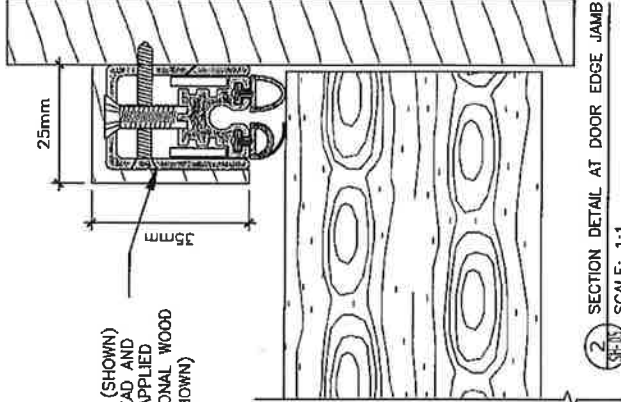
DOOR TYPE:

D1

D2



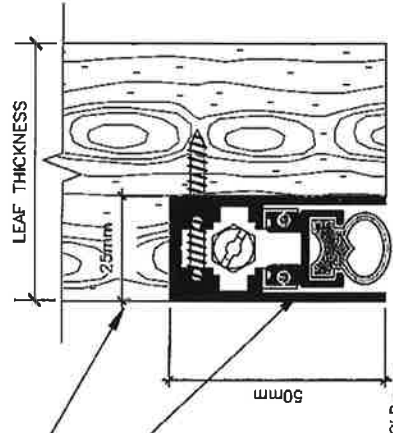
LEGACY #5077 (SHOWN)
ADJUSTABLE HEAD AND
JAMB GASKET APPLIED
AS STOP (OPTIONAL WOOD
TRIM COVER SHOWN)



2 SECTION DETAIL AT DOOR EDGE JAMB
SCALE: 1:1

GASKET MAY BE COVERED WITH VENEER
BY DOOR MANUFACTURER

LEGACY #7663 OR EQ.
SEMI-MORTISED DROP-BOTTOM
GASKET

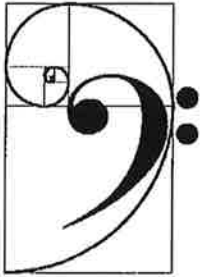


1 SECTION DETAIL AT DOOR BOTTOM
SCALE: 1:1

FLAT WOOD OR METAL THRESHOLD

NOTE:

SPECIFIC DIMENSIONS WILL BE ADJUSTED BASED ON
DOOR STYLE AND ACOUSTIC TREATMENTS (TO BE
COORDINATED WITH INTERIOR DESIGNER)



SHAcoustics

SH Acoustics LLC

10 Higgins Drive
Milford, CT 06460
Tel: 203 877-6340
Fax: 203 286-1427
www.shacoustics.com

TO: John Forslund
FROM: Patrick Murray
DATE: March 27, 2019
PROJECT NAME: 776 9th Avenue, LLC (Coda)
REGARDING: Sound and Vibration Isolation Recommendations

SH Acoustics is writing to document the recommended sound and vibration isolation design to be implemented at 776 9th Avenue, LLC (Coda) in order to ensure negligible sound and vibration transmission to any vertically or horizontally adjacent neighbors or to the public outside.

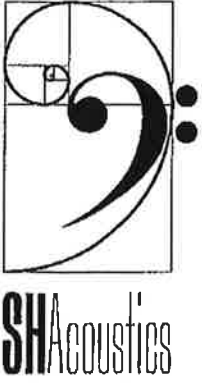
SH Acoustics recommends that all walls and ceilings, except those facing the street, have transmission class (STC) rating of at least 75. Due to glass on the wall facing the street, it will be challenging to achieve such a high rating. SHA recommends using a combination of acoustic treatment, speaker placement and speaker calibration to achieve the objective negligible sound transmission outside.

The recommended design is documented in *Sound Isolation Construction for 776 9th Avenue, LLC* issued on March 26, 2019. The recommended construction includes the following:

- A combination concrete and suspended spring ceiling in all public locations to maximize sound or vibration attenuation through the ceiling.
- Neoprene isolation-clip wall construction to prevent sound and vibration transmission horizontally, and also prevent noise from travelling upward through any of the structural walls.
- An isolation floor construction to prevent sound and vibration from transmitting from the floor to the walls.
- A gasketed door to prevent noise from penetrating from the isolated performance area to the dining area below neighboring apartments.

All recommended wall and ceiling isolation constructions have an STC rating exceeding 75. In addition to design recommendations, the 776 9th Avenue, LLC contract with SH Acoustics includes construction administration services to ensure all isolation construction is installed per manufacturer's requirements. SHA will also perform a final punchlist inspection.

Additionally, SH Acoustics will provide speaker placement and calibration services to ensure neighbors are not disturbed. Once calibration is complete, SHA will document the maximum sound pressure level possible in the two nearest adjacent properties and to the street outside. This will ensure 776 9th Avenue, LLC is not only code compliant but provides a negligible sound and vibration contribution to any neighbors and the public.



776 9th Avenue, LLC – Sound and Vibration Isolation Recommendations

Please don't hesitate to reach out with any comments or questions. Please find enclosed design documentation.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Murray", is written over the typed name.

Patrick Murray, Ph.D.
Senior Consultant
SH Acoustics



SHAcoustics

SHAcoustics LLC

10 Higgins Drive
Milford, CT 06460
Tel: 203 877-6340
Fax: 203 286-1427
www.shacoustics.com

March 11, 2019

Mr. John Forslund
776 9th Avenue, LLC
776 9th Avenue
New York, NY 10019

RE: 776 9th Avenue LLC – Acoustic Services
SH Proposal #19-1487

Dear Mr. Forslund:

SH Acoustics (SHA) understands that the 776 9th Avenue, LLC is building a new restaurant on the Ground Floor of the 9th Avenue property in the Hell's Kitchen in Manhattan. The restaurant is below and surrounded by residential spaces. SHA is prepared to provide acoustic measurement, analysis, design and consulting services for this new construction, including:

- Measurement and analysis of sound transfer between the restaurant and neighboring properties to understand existing sound transmission conditions;
- Isolation of noise from the restaurant and neighboring properties to attenuate sound transmission;
- Acoustic treatment to ensure proper “taming” of excessive sound levels and reverberation within the restaurant to reduce the overall noise levels and their impact on neighboring residential spaces, as well as improve the acoustic environment in the space.

A. SCOPE OF WORK

The base scope of work will be divided into three phases and one optional construction administration phase:

Phase 1: Measurement and Analysis

1. Conduct an initial inspection of the existing space to become familiar with the building structure and any conditions that would affect our design recommendations for sound quality/containment.

2. With an acoustic source (loudspeaker) to be placed in the restaurant, conduct receiver acoustic sound pressure level measurements in three neighboring locations, such as apartments above and the public right of way outside.
3. Analyze acoustic measurements to determine transmission loss between the restaurant and neighboring locations.
4. Based on predicted sound levels, analyze the sound isolation performance necessary to ensure that neighboring properties will not be disturbed by high volume sound and activity which may occur in the restaurant.
5. Prepare a report which documents the measurements conducted, the analysis performed, the transmission loss and required upgrades to ensure any neighbors will not be disturbed.

Phase 2: Isolation, Design and Documentation

6. Prepare a set of isolation plan markups, partition details, product information and other ancillary information to convey the necessary acoustic isolation upgrades required.
7. Review the isolation documents with ownership, the architectural design team and contractors in order to allow for pricing and schedule production.
8. Once construction cost estimates are received, we will participate in any value engineering discussions if required.

Phase 3: Restaurant Acoustic Treatment

9. Work with the design team to define sound-absorptive acoustic treatment requirements and options in the restaurant, primarily in the ceiling area (and possibly some select areas on the upper walls) to reduce the overall noise levels and their impact on the neighboring residential spaces. Meet to review samples of a range of materials and their corresponding aesthetic and budget impact.
10. Once a decision of which material solution(s) would work best in the restaurant, provide the necessary implementation details and product literature to the design team.

Phase 4: Construction Administration

- 11. Review and respond to all relevant RFI's and submittals.
- 12. Review shop drawings related to acoustic design elements.
- 13. Conduct site measurements to ensure contractor compliance with the acoustic design. Field reports will be provided after each visit.
- 14. Perform a final acoustic inspection and verification measurement of sound transmission and reverberation time in the fitness center and prepare final punchlist reports.

B. COMPENSATION

Our work for the above scope will be performed on an hourly basis at the prevailing rates below:

Personnel	Rate
Principal Consultant	\$220/hour
Senior Consultants & Project Managers	\$190/hour
Consultants	\$160/hour

We anticipate that the base scope of work described above would not exceed the following hours and amounts, at the average rate of \$190/hr, without further authorization:

Phase	NTE Hours	NTE Amount
1: Measurement and Analysis	8 Hours	\$1,520
2: Isolation, Design and Documentation	12 Hours	\$2,260
3: Acoustic Treatment	12 Hours	\$2,260
4: Construction Administration	12 Hours	\$2,260

C. REIMBURSABLE EXPENSES

Travel expenses from CT to NYC would be billed at a flat rate of \$75. This fee will be divided proportionally if multiple SHA clients are visited in a single trip.

Instrumentation charges will be assessed at a daily rate of \$100/day when instrumentation is used outside of our office.

D. DURATION OF SERVICE FOR PHASE

Our duration of service for each phase will be equivalent to the project's overall schedule. SHA expects to meet all relevant deadlines and to be proactive in the coordination with various team members involved in the project.

E. TERMS OF PAYMENT

Invoices shall be submitted monthly, based on actual time and expenses incurred. Payments shall be Net 30 and made payable to *SH Acoustics*.

An initial retainer equal to 50% of the Phase 1 NTE amount, or \$760, will be required upon acceptance of this proposal. This retainer will be applied against subsequent monthly invoices.

F. PROJECT TEAM AND QUALIFICATIONS

The SHA Team for this project will be managed day-to-day by Senior Consultant, Patrick Murray with oversight by Principal Consultant, Steve Haas. Other consultants will perform various parts of the work as necessary.

G. DISPUTES

Any controversy between parties to this agreement concerning this agreement, or any portion thereof, or arising out of the work performed or to be performed pursuant thereto or otherwise in connection with the construction contemplated, shall be submitted for determination to the Superior Court of the State of Connecticut. The execution of this agreement by a party shall constitute consent of said party to the jurisdiction of the Superior Court of the State of Connecticut. This agreement shall be construed under Connecticut law and the rights and obligations of the parties shall be governed thereby.

H. GOVERNING LAW

This agreement shall be in all respects subject to and construed in accordance with the law of the State of Connecticut.

I. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to the Client and SH Acoustics LLC, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of SH Acoustics LLC, and its consultants, to the Client and to the general Contractor and its subcontractors, and suppliers, or any other third party, on the Project for any and all liability, claims, demands, damages, expenses (including attorneys, expert and administrative fees) (Hereinafter “Liability”) from any cause or causes, so that the total aggregate liability of SH Acoustics LLC, and its consultants, to all those named shall not exceed \$50,000.00, or SH Acoustics’ total fee for services rendered on this Project, whichever is the greater. This limitation of liability includes, but is not limited to allegations or proof of negligence, indemnity, breach of contract, strict liability, or warrantee or any other claim or cause of action.

J. TERMINATION

This agreement may be terminated by either party upon not less than 14 days written notice should the other party materially breach this agreement or fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. Failure to pay SHA any monies due pursuant to SHA's invoices for more than 60 days after date of such invoice(s) shall be deemed a material breach of this Agreement. In the event of termination not the fault of SHA, we shall be compensated for services performed prior to termination, together with reimbursable expenses then due.

K. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the parties concerning the project to which it refers and supersedes all prior negotiations concerning the same. This agreement may be amended only in writing, if agreed to by both parties.

Mr. John Forslund

776 9th Avenue, LLC – Acoustic Services
SH Proposal #19-1487

L. AUTHORIZATION

If this proposal meets your needs and expectations, please sign below and return a copy either digitally or by mail to the address above, along with the retainer fee. We are prepared to begin work immediately upon acceptance of the contract.

Thank you for considering SH Acoustics, we look forward to working for you on this very interesting project.

Sincerely,



Patrick Murray, Ph.D.
Senior Consultant
SH Acoustics

AUTHORIZED BY:

Print Name: John Forslund

Signature: 

Company: 776 9th Ave LLC

Date: 3/11/2019

Receipt follows:

===== TRANSACTION RECORD ===== SH ACOUSTICS LLC

10 HIGGINS DR

MILFORD, CT 06460

United States

WWW.SHACOUSTICS.COM

TYPE: Purchase

ACCT: American Express \$ 760.00 USD

CARDHOLDER NAME : Jared Lilienstein

CARD NUMBER : #####6510

DATE/TIME : 15 Mar 19 15:06:23

REFERENCE # : 001 0364340 T

AUTHOR.# : 281309

TRANS. REF. : Retainer

Approved - Thank You 100

3/11/19

Please retain this copy for your records.
SH Acoustics

Page 6 of 6

Cardholder will pay above amount to
card issuer pursuant to cardholder

agreement

HELBRAUN || LEVEY

SECURITY PLAN

helbraunlevey.com
110 William Street, Suite 1410
New York, NY 10038
212-219-1193

SECURITY PLAN: 776 9TH AVE LLC

Operating 7 days/wk 11am-2am for Lunch, Happy Hour, Dinner, Brunch & Bar w/ Seated Shows

Security Personnel as needed 5-7 days a week w/ 2 on weekends

Owner Phone Number: 917 796 8661

Security Owner Phone Number: 347 612 7546

List of Security Guards / Shifts:

Wednesday: TBD
Thursday: TBD
Friday: TBD
Saturday: TBD
Sunday: TBD
Mon/Tues: OPTIONAL/TBD

Installation/Monitoring of CCTV Security System: ADT w/ remote viewing

Emergency Phone: 911
NYPD Midtown 212 767-8400

1. Will implement Digital I.D. Scanners
2. All employees will have I.D.s on location

3. All staff will be well educated on the following corporate disclosure:

State law and common sense prohibit a nightlife establishment from serving alcohol to a person who is visibly intoxicated, or permitting someone else to serve the intoxicated person. It is of course in the best interest of everyone involved to prevent the kinds of behavior which are associated with intoxicated patrons, and all employees should be highly aware of the signs of intoxication:

- » Speech slurred, thick, confused, abusive, profane, antagonistic or incoherent
- » Appearance in disarray, clothing stained
- » Balance unsteady, or body swaying, using a wall or furniture as a prop
- » Face pale or flushed
- » Eyes bloodshot, red, or puffy
- » Fumbling or dropping of glass, ID, cash, etc., or misjudging distance
- » Unusual physiological symptoms, e.g., vomiting, excessive hiccupping, losing focus, sleepy or fainting

4. Anti-theft measures will be implemented in the form of Coat/Back Check. Plz see the following corporate disclosure:

"Coat check should include the customer's ability to check bags. Our establishment will install anti-theft environmental designs such as drawers, shelves and hooks for customers who choose not to check bags. We will ensure control and order is maintained in coat check area, especially at closing time. Customers will be encouraged to check coats and bags so as to avoid thefts."

5. We will have a dedicated secondary hallway for queuing of customers before of after seated events in the room, if the event mandates it. Most of our events are casual in nature; guests can come and go as they please, not pay a cover, and/or stay for the following show etc. For dedicated-audiences where they are attending for one specific show or event, the following measures are put into place as per the corporate disclosure:

"All those awaiting admission should be placed in a line inside, not blocking the sidewalk. All individuals on admission lines should be informed that if they are not orderly, they will not be admitted. Individuals who will not be admitted should be encouraged to leave the

area. At closing, security is to ensure orderliness when patrons are exiting the establishment. Security should be posted on the sidewalk outside the establishment to keep patrons moving out of the area and to keep the street and side walk clear, and this also pertains to customers Smoking outside throughout the day and/or evening. Security should also remind patrons to keep their voices down and to not disturb the neighbors in the area. Security should remain on post outside the establishment until the area around the establishment is clear of patrons.”

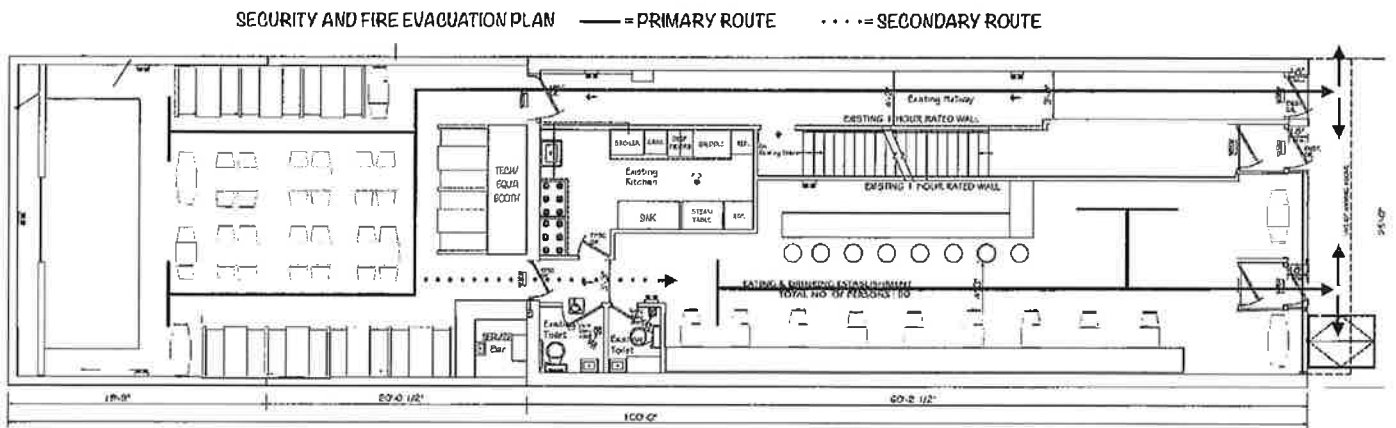
6. Licensee will familiarize all security staff with provisions of the local ordinance for unruly patron ordinance. When a patron acts in a manner that is violent, abusive, indecent, profane, boisterous, or otherwise disorderly, licensee will immediately contact the police and request that the police invoke the provisions of the ordinance.

7. Circumstances Under Which The Police Will Be Called.

The police will be called, in a timely manner, anytime management or staff has information to believe a crime has been or is about to be committed and/or whenever a threat of or act of violence occurs on the premises or off premises in areas that would be considered in view or earshot of the establishment.

8. Handling of Physical Disturbances, Including Fights.

Security or management will ask anyone who is fighting to leave. If necessary, security or management will call the local law enforcement agency for assistance. Licensee will permanently refuse admittance to any chronic problem encounter.



**** General Policies of my establishment: Hate Has No Home Here, LGBTQ+ Safe Space, We are an Equality Environment where everyone is viewed and is treated equally, and we have NO PATIENCE for Santa Con! ****

HELBRAUN || LEVEY

OPERATIONAL PLANS

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this _____ day of _____

BETWEEN:

CLIENT

776 9th ave LLC

776 9th ave LLC

(the "Client")

CONTRACTOR

Jonathan Devin (Shield Protective Services)

800 Riverside Drive #3H

(the "Contractor")

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Security Services.
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.

5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

PERFORMANCE

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

COMPENSATION

10. The Contractor will charge the Client for the Services as follows (the "Compensation"):

- \$22.50hr (Security Guard) x 6hrs = \$135 -
\$25.00hr (Officer or Armed Guard) x 6hrs = \$150

5 Shifts Weekly + 2 Guards on Weekends = \$945

7 Shifts Weekly = 2 Guards on Weekends = \$1,215

Paid Weekly on Monday.

11. Invoices submitted by the Contractor to the Client are due upon receipt.
12. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

REIMBURSEMENT OF EXPENSES

13. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
14. All expenses must be pre-approved by the Client.

PENALTIES FOR LATE PAYMENT

15. Any late payments will trigger a fee of 30.00% per month on the amount still owing.

CONFIDENTIALITY

16. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
17. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will end on the termination of this Agreement except in the case of any Confidential Information which is a trade secret in which case those obligations will last indefinitely.
18. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

19. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
20. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

21. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

22. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

NOTICE

23. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. 776 9th ave LLC
776 9th ave LLC

b. Jonathan Devin (Shield Protective Services)
800 Riverside Drive #3H

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

24. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

ADDITIONAL CLAUSE

25. This Contract will be binding for 6 Months After Start Date of services. Should the clients or contractor cancel the contract before this time after signing of the contract the balance must be paid in full until the contract end date.

MODIFICATION OF AGREEMENT

26. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

27. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

28. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

30. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

31. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

33. This Agreement will be governed by and construed in accordance with the laws of the State of New York.

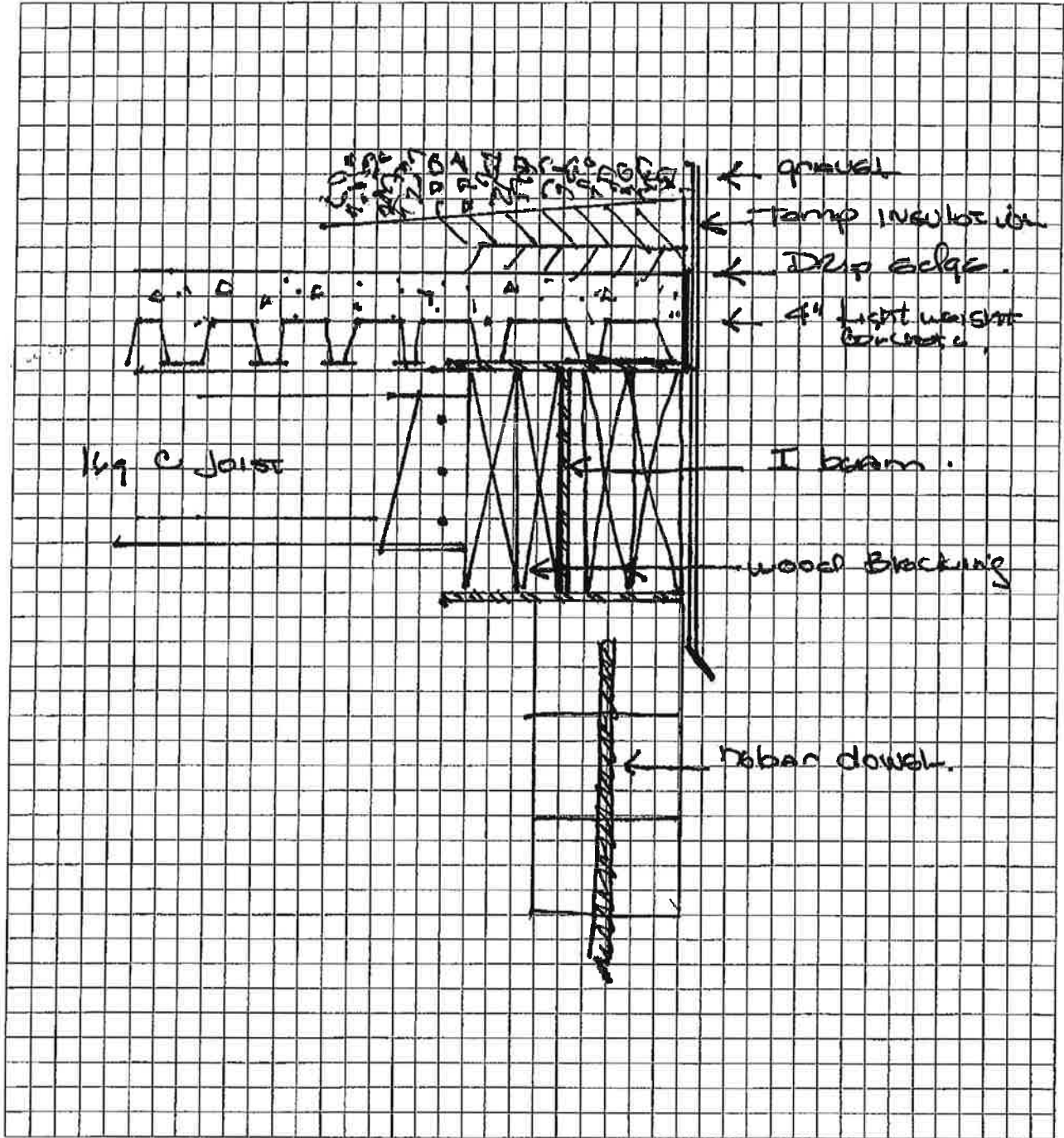
SEVERABILITY

34. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

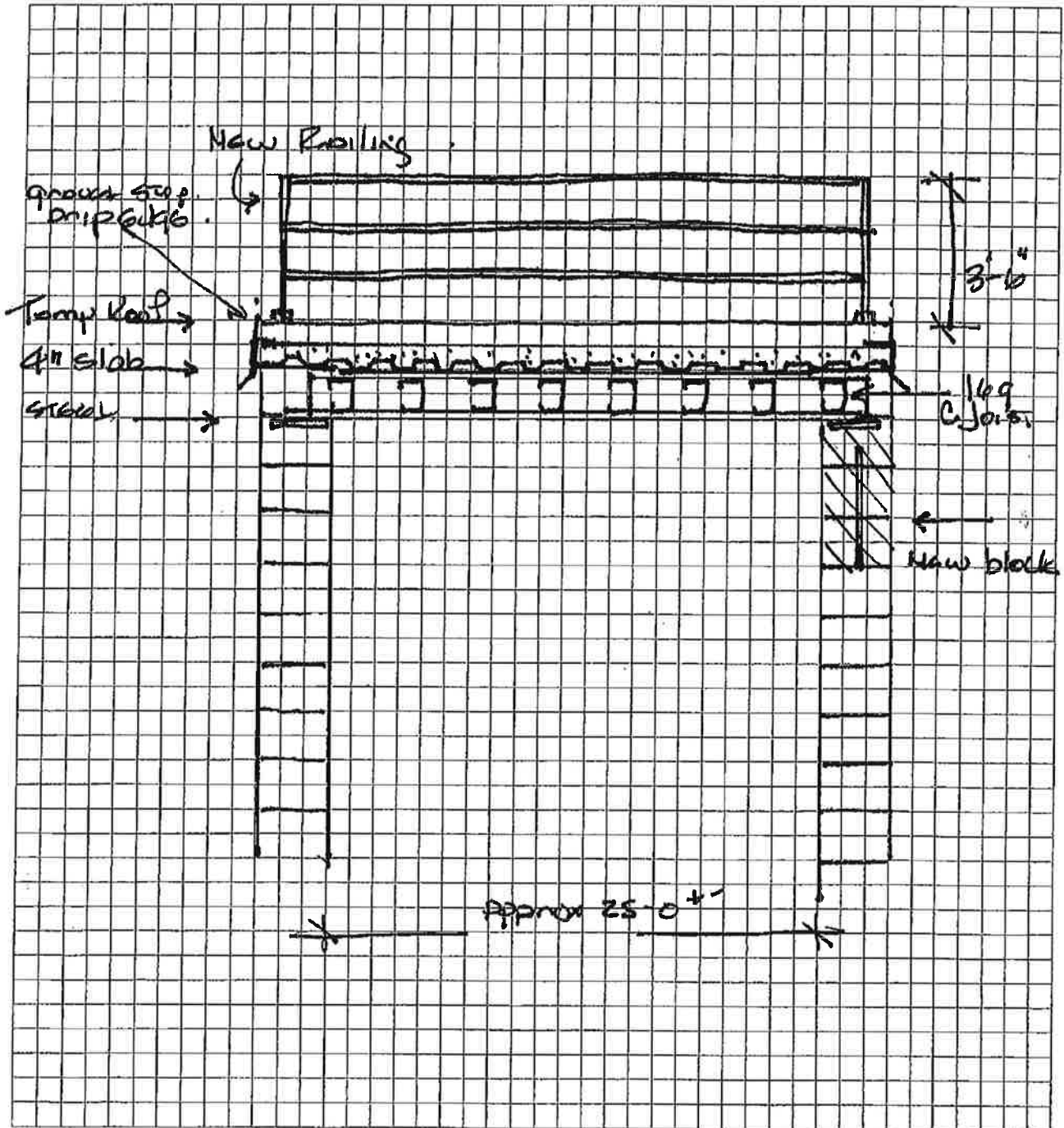
35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

INTEGRITY CONTRACTING INC.



PROJECT: 776 4th Ave		3.12.19.
SUBJECT: Section Enclosure detail		St-2.

INTEGRITY CONTRACTING INC.



PROJECT:	776 4th Ave	NY NY	3.12.19.
SUBJECT:	APOC EXTENSION DETAILS		SK-1

INTEGRITY CONTRACTING INC.

March 12, 2019

ARCT Architecture, P.C
4 W 28th Street
New York, NY 10001
Attn: Mr. Alan Rose

**Re: 776 9th Avenue
New York, NY 10019
Integrity Budget Proposal No. 2147-19**

Dear Mr. Rose,

We proposed to furnish the necessary labor and materials during normal business hours based on the following scope of work.

The work is to be performed for the budgeted sum of:

Two Hundred Two Thousand Three Hundred Eighty-Six Dollars \$202,386.

Scope of Work

Demolition

Remove existing canopy and associated structure.
Remove soffit along with ductwork (Rear Only).
Remove existing storefront.
Erect temp. barricade for protection.

Masonry

Add new masonry to existing wall to match height of adjacent perimeter wall. Dowel in rebar and fill block cavity solid.

Steel

Provide properly sized I Beams (3) infill between with 16 gauge C joint.
Provide necessary cross bracing.
F.I. 2 ½ light weight Q deck and pour stop.

Concrete

Pour 4" light weight concrete slab with 6 x 6 wire mesh approx. 500 sqft.

Roofing

Provide tampered insulation roof with gravel stop around.
Provide leader and scupper to existing storm drain connection (Exterior).

Drywall/ Carpentry

F.I. approximately 200 Linft. of rated drywall partition consisting of 2 ½ stud. 2 layers of 5/8 gyp board both sides and insulation.
Tape/ Spackle
F.I. 2 HMD 3-0 x 7-0 with necessary panic type hardware.
F.I. sheetrock ceiling within new corridor approximately 350 sqft.

Storefront

F.I. new dark bronze or light bronze aluminum storefront with 3 new doors, (1) commercial egress, residential egress, and commercial emergency egress.

Trade Cost Summary

General Conditions (Supervision/ Labor)	\$ 30,000.
Protection (Exterior Barricade)	\$ 6,000.
Rubbish	\$ 3,000.
Demolition	\$ 6,000.
Masonry	\$ 11,000.
Concrete	\$ 18,000.
Steel/ C Joist/ Q Deck	\$ 50,000.
Drywall/ Carpentry/ Ceilings	\$ 21,000.
Doors/ Frames/ Hardware	\$ 4,000.
Storefront Allowance with Doors	\$ 18,750.

Roofing	\$ 15,000.
Subtotal	\$182,750.
OH/ Fee 7%	\$ 12,793.
Ins. 3.5%	\$ 6,843.
Total	\$202,386.

Notes/ Exclusions

- No filing fees.
- Existing footings assumed adequate.
- No crane allowance all beams to manually erect.
- No parping or waterproofing to new or existing masonry.
- If roof hatch is required Add \$3,500.
- No sprinkler, electric, HVAC, or interior finishes to rear enclosure.
- No painting.
- No concrete ramp allowance at new store front.
- 1" insulated glass allowance.
- If clear anodized aluminum Add \$5,000.
- Light fixtures, exit lights, emergency lights not included.
- No flooring allowance in new corridor egress.
- Removal of all existing equipment in order to erect new demising partition is not included in the scope of work.
- All work to be performed during the hours of 8:00 a.m. – 5:00 p.m. Monday – Friday.

If you should have any questions, please feel free to call.

Sincerely,



Joseph Mosomillo
President

JM/sc

HELBRAUN || LEVEY

OUTREACH

helbraunlevey.com
110 William Street, Suite 1410
New York, NY 10038
212-219-1193

Hi Steve,

Thank you for taking the time to discuss concerns regarding the new business application for 776th Ave. After reviewing the extensive sound proofing plans, the wonderful building upgrades and renovations (especially in indoor que and new lobby!) and discussing the situation with my landlord, I am confident that John and his associates have the best intentions for the building and our neighborhood. I look forward to their long success in Hell's Kitchen and welcome them to the neighborhood.

Best,

KRISTEN FICARA
ART DEPT COORDINATOR
Hightown

Starz Entertainment
120 Jewel Street, 4th Floor
O. 347.602.9396
C. 917.697.5594

Dear Board Members of Community Board 4,

Hells Kitchen is a vibrant neighborhood full of diversity and energy. The residents and LGBTQ community have beautifully blended together making this area of our city a safe space for all people.

As the city grows and changes so does the neighborhood. So many beloved local establishments have closed leaving vacancy that need to be filled by locally owned businesses rather than another corporate chain.

The former Renaissance Diner space was a home to so many for so long. When that establishment closed a hole was left in the neighborhood. Someone like John Forslund will fill that hole. Opening a restaurant and safe environment for people in the community and queer people is important. We need to have an establishment like this.

As the founding president of the Hells Kitchen Democrats this is a space I support and advocate for.

We must preserve local businesses, we must preserve queer spaces, we must preserve the neighborhood.

Kindly,

Marti Cummings
Member; NYC Nightlife Advisory Board
Member, Community Board 9

To whom it May Concern,

My name is Ryan Overberg and I am writing to express support for John Daniel Forslund and his new business that will be taking over the old Renaissance Diner Space. I have lived and worked in Hells Kitchen for 15 years. I currently live at 457 50th Street #4w.

I love this area and truly support the "Mom and Pop" shops over the large chains that seem to be sneaking in. Currently, Hells Kitchen has around 20 open vacancies and store fronts. For safety and authenticity , it is important that these businesses are filled with owners that are accepting and welcoming to the people and clientele of the area. Anything new should add to the roster of things to compliment the other businesses that have made Hells Kitchen great!

The charm and neighborhood feel of 9th Avenue is somewhat in jeopardy because of rising rents. We need to continue to grow on the positives. John has the knowledge and experience to add something unique and special to the restaurant & nightlife scene. I've personally & professionally known John for years. I respect his product and execution. I believe he should have a space here in Hell's Kitchen. We as a neighborhood should be behind his venture and fully support this endeavor.

Sincerely,
Ryan Overberg
3-11-19

Henry Hernandez III
413 W 47th ST, Apt 2B, New York,
NY 10036
New York, NY 10036

Phone: 203.895.7448
Email: UXHenry@gmail.com

March 12, 2019

Community Board 4, New York City

Dear Community Board 4,

I am a local Hell's Kitchen resident and have seen the community start to look emptier and emptier every day. Every time I walk down 9th Avenue I feel like I am seeing more and more empty/vacant storefronts and restaurants. They are an eyesore and bring our sense of community down.

Since the closing of the Renaissance diner on 52nd ST and 9th Avenue that site has sat empty and collecting dust for three years. It is a true shame. A new business needs to reopen in its place.

I believe the restaurant/bar/lounge and performance venue that the team from 776 9th Ave LLC is proposing for the space is exactly what the neighborhood needs. It would offer us a new affordable dining option, employ local artists/musicians/workers, create a welcoming space for LGLBTQ people, and revitalize this section of the neighborhood. I implore you to approve their proposal as they are presenting it, in full.

Additionally, I have known Mr. John Forslund for over three years and have always known him to be an excellent friend, business manager, and highly respectable person. I look forward to having him as part of the Hell's Kitchen community and know the neighborhood will love him as well.

Please feel free to reach out to me personally if you have any additional questions.

Sincerely,



Henry Hernandez III

Joe Doran
484 West 43rd Street, Apt. 38-P
New York, NY 10036

Community Board 4
Attn: Presiding Committee

As a long time resident of Hells Kitchen, 400 W 37th Street for 15 years and now Manhattan Plaza at 484 W. 43rd Street for the last 3 years, I am writing to offer my full support of 776 9th Ave LLC, and all of its partners, in their quest to open a new Restaurant/Bar/Venue in the old Renaissance space.

I've had a long career as a lighting designer for both Off Broadway and Broadway, recently working on The Donna Summer Musical, Prince of Broadway, and Hamilton. I met John Forslund while designing a light plot for a venue he was managing. There are not too many managers who would invest his or her own money to buy a state-of-the-art EOS Nomad lighting software system, the same system used on Hamilton on Broadway, but he did. He cares about the quality of work he produces, the quality of work he books, and wants to make sure the talent is shown under the absolute best circumstances. Because of these qualities, I offered to come in and design his light plot free of charge, and that is where our journey began.

The idea that he and his investors wants to open their own venue in Hells Kitchen, and offer a full food menu and bar, is exciting to me as someone who lives here. I spent many nights eating at Renaissance after a show ended, or after a long tech rehearsal, as did many people in our community - and it surely is missed! I offer my full and complete support in their endeavors and cannot speak highly enough to the need of this location to have vibrancy and life again! Hells Kitchen is lacking places with personality and polish, where you can grab dinner or brunch and enjoy a 5 star show at the same time, where you can grab an affordable drink at an approachable neighborhood venue while enjoying a 3-time Tony award-winning artist serenade you. This location truly is one of the rare finds where there is enough space to operate their concept under one roof, and to do so successfully.

I implore you to please vote in favor of 776 9th Ave LLC and let's bring life back to this block instead of perpetuating the ongoing travesty of closed store fronts and empty streets. The closing of Renaissance has created a dark spot where there should be light.

Sincerely,



Joe Doran
Lighting Designer

March 12, 2019

Re: John Forslund & the partners at 776 9th Ave. LLC

Dear Community Board 4:

I am writing in support of John Forslund & the partners at 776 9th Ave. LLC in their efforts to create a new restaurant and Cabaret performance space in Clinton.

I am a long-time resident, residing just around the corner from the venue in question.

I have known John Forslund for a number of years in his capacity as a producer and programmer of music and theatrical entertainment.

As a freelance musician, I have played piano at, and my vocal coaching students have performed as part of Mr. Forslund's successful music and theatre events at other venues.

I was heartbroken when the longtime business at 776 9th Avenue, The Renaissance Diner closed. The space, like so many commercial spaces in NYC has remained vacant for years.

These vacancies have become a blight on the city, and all efforts must be encouraged to reduce them.

When Mr. Forslund informed me of his plans to renovate 776 9th Avenue, to create a brand new Cabaret performance venue and restaurant, I was thrilled.

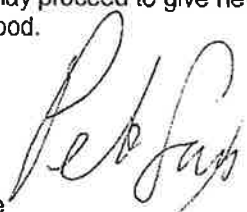
Clinton, being adjacent to Times Square and Broadway has always had Cabaret Theaters, including Don't Tell Mama on West 46th, The Laurie Beechman Theatre on 42nd Street, and of course Feinsteins/54 Below.

Our neighborhood is home to many performers, musicians, writers, and consumers of live entertainment. Our neighborhood's restaurants, hotels, and cabaret clubs are a vital part of the city's theatrical and entertainment community.

Mr. Forslund, and his partners' new venue will provide jobs, and opportunities for the creators of music and theatre to have their work seen and enjoyed by neighbors, and visitors from all over the world.

I encourage Community Board 4 to approve the application of Mr. Forslund and his partners, so that they may proceed to give new life to a space that no longer contributes anything to the neighborhood.

Sincerely,



Peter Saxe
350 West 51st Street, Apt. 3E
New York, NY 10019
psaxe@pipeline.com

PETITION SIGNATURES IN SUPPORT OF NYSLA LICENSE

The following undersigned residents of the premises and surrounding buildings support the issuance of an on-premises license to the following applicant/estate:

776 9th Ave LLC TRSD
 NAME
 776 9th Ave LLC
 ADDRESS

This will be a Restaurant Bar Restaurant with Customer Bar Other Venue Show with the operating hours of 120-2A
 There will be a Sidewalk Café Balcony Deck Patio Rooftop Other with the operating hours of TRSD

DATE	NAME	ADDRESS	#	SIGNATURE
3/11/19	Dawn Massimo Guy	427 West 51st	# 2M	
3/11/19	Robert Keir	961 St Nicholas Ave	# 5Y	
3/11/19	Arkady BARBERSHOP	774 9 AVE	# FC	Arkady Sosonov
3/11/19	Dawn Massimo	802 Ave	# 1ST	
3/11/19	Zachery Snyder	418 W 52nd St	# 2B	
3/11/19	Jacqueline Gonzalez	439 West 49 st	# 1F1	
3/11/19	Melissa Sanchez	439 West 49st	# 1F1	
3/11/19	Derek Gresor	525 49th	# 6b	
3/11/19	Ari Ewald	525 W. 49th	# 6b	
3/11/19	Laura Trauma	517 West 46th	# 302	
3/11/19	Kayley MacKnight	769 W 9th Ave	# 1C	
3/11/19	Will Wade	750 W 9th Ave	# 5B	
3/11/19	Hypnotic Art	302 W 51st St	# 4C	
3/11/19	Chanelle Adams	770 9th Ave	# 2	
3/11/19	Verena Flor	606 W 46th	# 16	

PLEASE NOTE: signatures should be from residents of upstairs and adjoining buildings, and within two-block area of proposed property

