

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)	
)	
CM-Yards, LLC)	
t/a 100 Montaditos)	
)	
Holder of a)	License No. ABRA-094846
Retailer's Class CR License)	Order No. 2016-409
)	
at premises)	
300 Tingey Street, S.E.)	
Washington, D.C. 20003)	
)	

CM-Yards, LLC, t/a 100 Montaditos (Licensee)

Andy Litsky and Dr. Coralie Farlee, Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
Ruthanne Miller, Member
James Short, Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that CM-Yards, LLC, t/a 100 Montaditos (Licensee), and ANC 6D have entered into a Cooperative Agreement (Agreement), dated June 13, 2016, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Andy Litsky and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 29th day of June, 2016, **ORDERED** that:

1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Fourth Whereas paragraph – The language “of great concern” shall be replaced for the language “of great concern to the community.”

Section 9 (License Ownership and Compliance with ABRA Regulations) – The following language shall be removed: “Licensee also specifically agrees to be the sole owner of the ABC License.”

The parties have agreed to these modifications.

2. This Cooperative Agreement replaces and supersedes previous Agreements between the parties; and
3. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board

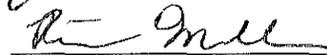
Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433(d)(1), any party adversely affected may file a Motion for Reconsideration of this decision within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).

ALCOHOLIC BEVERAGE
REGULATION ADMIN

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

11014th Street SW, Suite W330, Washington, DC 20024
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

ABRA

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 13th day of June 2016 by and between CM-YARDS, LLC t/a 100 Montaditos ("Licensee"), at 300 Tingey Street, SE, License # 094846 and Advisory Neighborhood Commission 6D ("the ANC"), (collectively, the "Parties").

PREAMBLE

Through this agreement both parties aim to create an environment in which the Licensee may operate as a viable contributing establishment in the ANC6D community.

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WHEREAS, Licensee has a License Class DR for a business establishment ("Establishment") serving wine, and beer, in an indoor space, with no endorsements and one sidewalk café located at 300 Tingey Street, SE, Washington, D.C. 20003("Premises"); and

WHEREAS, the Licensee has applied for change of license class from Class DR to Class CR; and

WHEREAS, the Licensee agrees to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Cooperative Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the Establishment within the ANC on (1) peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, all parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. The Parties agree that any change in operations is considered of great concern which they may bring to the attention of the ABC Board. The Parties acknowledge that any change in operations requires prior approval by the ABC Board; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Licensee's license application conditioned upon the Licensee's compliance with the terms of this written Agreement; and

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Licensee will manage and operate an Establishment serving spirits, wine, and beer, offering a quick service restaurant featuring food and drink. There may be prerecorded music.
3. ***Hours of Operation and Sales.***
The Licensee's hours of operation indoors and in the summer garden and for selling, serving, and consuming alcohol shall be as follows:
Sunday through Thursday: 11:00 am.- 10:00 p.m., and
Friday and Saturday: 11:00 am – 12:00 am
4. ***Floors Utilized and Occupancy.*** The Licensee will operate its establishment on the first floor and basement of the building as well as in one summer garden. Occupancy by patrons shall be limited to the first floor of the interior of the Premises and the summer garden. The total occupancy is 106 patrons, with the seating capacity of the indoor space 74 and the capacity of the summer garden 32. There are no endorsements. There shall be no recorded music piped to the summer garden.
5. ***Parking Arrangements.*** It is a concern of the ANC that the Licensee's operation of the Establishment does not create or exacerbate parking problems within the ANC. The Licensee shall notify patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation.
6. ***Noise and Privacy.*** Licensee shall strictly comply with D.C. Official Code § 25-725 and to that end shall use various means including making architectural improvements to the property and take all necessary actions and mitigation efforts to ensure that music, noise and vibration from the Establishment are not audible in any residential premises.

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

Licensee shall receive all deliveries of food, beverages, and supplies during hours between 7:00 a.m. and 7:00 p.m. Mondays to Saturdays. No deliveries excepting fresh bread products shall be made on Sundays.

7. ***Public Space and Trash.*** The Licensee shall participate in the building's trash removal and storage program. Trash and dumpster areas maintained by the Licensee shall be kept clean. The Licensee shall enclose its dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Licensee shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Licensee will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans. Licensee will contract for regular rodent and pest (insect) abatement. Licensee shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
8. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Licensee shall take all necessary steps to minimize problems of illegal drugs and public drinking, including, at all times a trained employee on site, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Licensee shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.

Licensee shall have sufficient number of recording cameras of good photographic quality which maintain information for at least 30 days. These recording cameras shall cover exterior of the premises, including all entrances and exits. This information shall be made available to representatives of ABRA and/or MPD as requested.
9. ***License Ownership and Compliance with ABRA Regulations.*** Licensee promises to the ANC that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement. Licensee also specifically agrees to be the sole owner of the ABC license.
10. ***Participation in the Community.*** Licensee agrees to seek to maintain open communication with the ANC and the community for which the ANC acts.
11. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition

precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Licensee or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e).

If to Licensee: CM-YARDS, LLC t/a 100 Montaditos
300 Tingey Street, SE
Washington, DC 20003
Attn: Saleh Mohamadi, Managing Member
Phone: 703-310-8211
e-mail: saleh@mezeh.com

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

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

- 12. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Licensee's pending change to its license class.

The ANC:

LICENSEE:

<p>Chair, ANC6D <i>Andy Litsky</i> 6/13/16 Andy Litsky, SMD04 Date</p>	<p>CM-YARDS, LLC t/a 100 Montaditos <i>Saleh Mohamadi</i> 6-3-16 By: Saleh Mohamadi Date Managing Member</p>
<p>Chair, ABC Committee, ANC6D <i>Coralie Farlee</i> 6/13/16 Coralie Farlee Date cfarlee@mindspring.com</p>	

★ ★ ★
ANC 6D

Near Southeast/Southwest
Advisory Neighborhood Commission 6D

ALCOHOLIC BEVERAGE
REGULATION ADMIN

2016 JUN 14 P 12:14

ABRA

June 13, 2016

1101 Fourth Street, SW
Suite W 130
Washington, DC 20024
202.554.1795
Email: office@anc6d.org
Website: www.anc6d.org

Donovan Anderson, Chair
Alcohol Beverage Control Board
2000 14th Street, NW, Suite 400S
Washington, DC 20009

OFFICERS

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Andy Litsky

Vice Chairperson
Rachel Reilly Carroll

Secretary
Stacy Cloyd

Treasurer
Meredith Fascett

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SMD 1 Marjorie Lightman
SMD 2 Stacy Cloyd
SMD 3 Rachel Reilly Carroll
SMD 4 Andy Litsky
SMD 5 Roger Moffatt
SMD 6 Rhonda Hamilton
SMD 7 Meredith Fascett

Re: ANC6D recommendation for Cooperative Agreement, change in license class from DR to CR, and authorization for Summer Garden for CM-YARDS, LLC, t/a 100 Montaditos, ABRA # 094846, at 300 Tingey Street, SE.

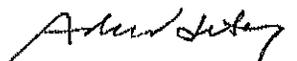
Dear Mr. Anderson:

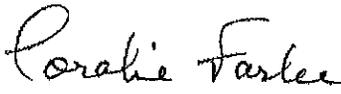
At its regularly scheduled, properly noticed meeting on June 13, 2016, with a quorum present, the Advisory Neighborhood Commission 6D voted 7 to 0 to 0 to recommend the new Cooperative Agreement for 100 Montaditos, ABRA # 094846; voted 7 to 0 to 0 to recommend a change in license class DR to CR; and voted 7 to 0 to 0 to recommend that the ABC Board authorize in the Establishment's license the summer garden (SG) that licensee had originally requested in its application of March 5, 2014.

This licensee has been operating the establishment at 300 Tingey Street, SE since sometime in 2014 (after some delay due to construction and historic building concerns). The 2014 application did request a SG, but it was, apparently, not authorized in the ABRA license. The licensee assumed that the SG had been included in the license. There have been no incidents or noise issues regarding the SG.

Please contact Commissioner Litsky (at the number above) or Coralie Farlee, Chair, ABC Committee, ANC6D at 202-554-4407, cfarlee@mindspring.com if you have any questions or concerns.

Sincerely,


Andy Litsky, Chair
ANC6D


Coralie Farlee, Chair
ABC Committee, ANC6D

Cc: Martha Jenkins

Attachment: CA