

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

In the Matter of:

MOMO NY, LLC
t/a MOMO

Applicant for a New
Retailer's Class CR License

at premises
1001 4th Street, SW, #102
Washington, D.C. 20024

License No.: ABRA-115590
Order No.: 2020-087

MOMO NY, LLC, t/a MOMO, Applicant

Gail Fast, Commissioner, on behalf of Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member
Rafi Crockett, Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that MOMO NY, LLC, t/a MOMO, Applicant for a new Retailer's Class CR License and ANC 6D have entered into a Cooperative Agreement (Agreement), dated January 14, 2020, that governs the operations of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Commissioner Gail Fast, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 5th day of February, 2020, **ORDERED** that:

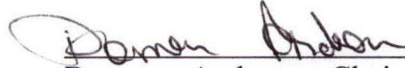
1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 3 (Hours of Operation and Sales) – The following language shall be removed: “ and (d) on “Daylight Saving Time Extension of Hours” as designated by the ABC Board, Applicant may sale, serve, and permit the consumption of alcoholic beverages for one additional hour later.”

The parties have agreed to this modification.

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

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



James Short, Member



Bobby Cato, Member

Rema Wahabzadah, Member



Rafi Crockett, 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).

MOMO NY LLC, ABRA # 115590
1001 4th Street SW, Suite 102, and and ANC6D, January 14, 2020

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 14th day of January, 2020, by and between MOMO NY LLC (trading as "MOMO") ("Applicant"), 1001 4th Street, SW, Suite 102, Washington, DC 20024, License # 115590, and Advisory Neighborhood Commission 6D ("ANC") (collectively, the "Parties").

PREAMBLE

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

WITNESETH

WHEREAS, Applicant has applied for a License Class CR for a business establishment ("Establishment") with indoor space on the ground floor, with no entertainment endorsement, no summer garden or sidewalk café, and no dancing, cover charge, or sports gaming license endorsement, located at 1001 4th Street, SW, Suite 102, Washington, D.C. 20024 ("Premises"); and,

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

WHEREAS, Applicant agrees, upon notice from the ANC, to send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement; and,

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WHEREAS, the 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; and, any change from this model may be of concern to the residents and may be considered within the Board's direction to be a substantial change requiring the Board's approval; and,

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

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

1. *Recitals Incorporated.* The recitals set forth above are incorporated herein by reference.
2. *Nature of the Business.* The Applicant will manage and operate an Establishment with total occupancy of 80, including 74 seats. The establishment shall include a full service restaurant, including a bar. There will be no live music or entertainment offered or any dancing of any kind. The Establishment shall not participate in pubcrawls.
3. *Hours of Operation and Sales.* The Applicant's hours of Operation and shall not exceed:

Sunday through Thursday:	11:00 a.m. – 11:00 p.m.; and
Friday and Saturday	11:00 a.m. – 12:00 a.m.

The Applicant's hours for Sales, Service, and Consumption of Alcoholic Beverages shall not exceed:

Sunday through Thursday:	11:00 a.m. – 11:00 p.m.; and
Friday and Saturday	11:00 a.m. – 12:00 a.m.

Provided that: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours," Applicant may avail itself of and the ANC will not object to Applicant applying for the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours (such as for Inauguration), Applicant may avail itself of such extended hours; (c) on January 1 of each year Applicant may operate until 4:00 a.m.; and (d) on "Daylight Saving Time Extension of Hours" as designated

by the ABC Board, Applicant may sell, serve, and permit the consumption of alcoholic beverages for one additional hour later. The ANC will not object to the Applicant applying for a One Day Substantial Change, in accordance District law, so that it may offer entertainment until 4:00 a.m. on January 1 of each year.

4. *Floors Utilized and Occupancy.* The Applicant will operate its establishment on the ground floor of the building. The Establishment will have no more than 74 seats and the maximum occupancy of the Establishment shall not exceed 80 patrons.-
5. *Noise and Privacy.* Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall use various means including architectural improvements to the property and take reasonable actions to ensure that music, noise and vibration from the Establishment are not audible within the adjacent premises. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment by keeping the entry or exit doors closed, except for ingress and egress. Applicant shall inform its patrons by signage or other means that residences are in proximity to the Establishment and urge quiet and decorum by patrons upon exiting the Establishment.
6. *Parking/Public Transportation Arrangements.* It is a concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC boundaries. Applicant shall notify its patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information relating to the availability of public transportation.
7. *Public Space and Trash.* The Applicant shall participate in the building's trash removal and storage program. Trash and dumpster areas maintained by the Applicant shall be kept clean. The Applicant shall enclose its dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Applicant will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans. Applicant will contract for regular rodent and pest (insect) abatement. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning. Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. The Applicant agrees to obtain a dumpster to be placed in the rear of the building/area. Applicant shall ensure that the area around the dumpster is

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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.

8. *Security Cooperation in Stemming Illegal Drugs and Public Drinking.* Applicant agrees that it shall take reasonable, necessary steps to minimize problems relating to the use of illegal drugs and public consumption of alcoholic beverages, including, at all times, having a trained employee on site and, without limitation, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Applicant shall take reasonable steps to discourage loitering in the vicinity of the Premises.
9. *Security Cameras.* Applicant shall have security cameras in several locations which record and store information for at least 30 days, which recordings shall be made available to representatives of ABRA or MPD upon request. The ANC acknowledges that Applicant's landlord has sole responsibility for security cameras on the exterior premises.
10. *License Ownership and Compliance with ABRA Regulations.* Applicant 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 ANC shall have standing to ask the ABC Board to enforce any violations of the agreement. Any reference made to specific laws and regulations in this Agreement is meant for informational purposes only. ANC does not intend for a violation of a DC law or regulation to also be considered a violation of this Settlement Agreement.
11. *Participation in the Community.* Applicant is encouraged to maintain open communication with the ANC, and the community for which the ANC acts.
12. *Notice and Opportunity to Cure.* In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30 days to cure, fails to commence cure of such breach and diligently pursues such cure), failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the

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other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

a. If to Applicant: MOMO NY LLC
1001 4th Street, SW, Suite 102
Washington, DC 20024
Attn: Sung Yoon Kim, Managing Member
Phone: (703) 850-2346
e-mail: momochickenandgrill@gmail.com


b. If to ANC: Advisory Neighborhood Commission 6D
1101 4th St SW, W130
Washington, DC 20024
Attn: Chair, ANC
(202) 202 554-1795
e-mail: 6D@anc.dc.gov

c. 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.

13. *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 Applicant's pending ABC license application.

ANC6D:

APPLICANT:

<p>ANC6D01 by: <i>Gail Fast</i> 1/23/2020 C77B730E3DF741E... By: Commissioner Gail Fast Date: Chair, ANC6D</p>	<p>MOMO NY LLC By:  1/19/2020 Sung Yoon Kim, Owner/Member Date:</p>
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Southwest / Navy Yard / Buzzard Point
Advisory Neighborhood Commission 6D

1101 Fourth Street, SW
Suite W 130
Washington, DC 20024
202.554.1795
Email: 6d@anc.dc.gov
Website: www.anc6d.org

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Gail Fast

Vice Chairperson
Andy Litsky

Secretary
Rhonda Hamilton

Treasurer
Ron Collins

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SMD 3 *Ronald Collins*
SMD 4 *Andy Litsky*
SMD 5 *Fredrica Kramer*
SMD 6 *Rhonda Hamilton*
SMD 7 *Edward Daniels*

January 23, 2020

Donovan Anderson, Chair
c/o Martha Jenkins, General Counsel
Alcohol Beverage Control Board
2000 14th Street, NW Suite 400 South
Washington, DC 20009

RE: MOMO NY LLC, ABRA # 115590

Dear Mr. Anderson,

At a regularly scheduled and properly noticed public meeting on January 14, 2020, with a quorum present, a quorum being four Commissioners, Advisory Neighborhood Commission (ANC) 6D voted 6-0-1 to support the applicant's request for a License Class CR and that the ABC Board accept the attached Cooperative Agreement for MOMO NY LLC.

Please contact Commissioner Gail Fast at 6D01@anc.dc.gov if you have any questions or concerns.

Sincerely,

Gail Fast
Chair, ANC 6D
Southwest, Navy Yard, & Buzzard Point