

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

In the Matter of:)	
)	
Southwest Capitol Associates, LLC)	
t/a Residence Inn Capitol)	
)	
Applicant for a New)	License No.: ABRA-112892
Retailer's Class CT License)	Order No.: 2019-224
)	
at premises)	
333 E Street, SW)	
Washington, D.C. 20024)	

Southwest Capitol Associates, LLC, t/a Residence Inn Capitol, Applicant

Commissioner Gail Fast and Dr. Coralie Farlee, on behalf of Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Southwest Capitol Associates, LLC, t/a Residence Inn Capitol, Applicant for a new Retailer's Class CT License and ANC 6D have entered into a Cooperative Agreement (Agreement), dated April 8, 2019, that governs the operation 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 and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 24th day of April, 2019, **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; and
2. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board



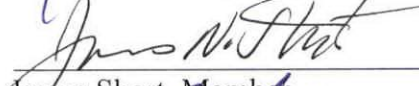
Donovan Anderson, Chairperson



Nick Alberti, Member



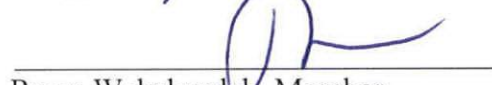
Mike Silverstein, Member



James Short, Member



Bobby Cato, Member



Rema Wahabzadah, 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).



1101 4th Street SW, Suite W130, Washington, DC 20024
ANC Office: 202.554.1795 ■ FAX: 202.554.1774
office@anc6d.org

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 8th day of April 2019 by and between Southwest Capitol Associates, LLC, t/a Residence Inn Capitol ("Applicant"), at 333 E Street, SW, Washington, DC, 20024, License Class CT #112892, and Advisory Neighborhood Commission 6D ("The 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.

WITNESSETH

WHEREAS, Applicant operates a hotel establishment ("Establishment") located at 333 E Street, SW, Washington, D.C. 20024 and has applied for a Retailer's Class CT ABC license for the meeting and banquet spaces, a lounge, and lobby area on the ground floor ("Premises"); and

WHEREAS, the Applicant 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, 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. Any change from this model shall be of great concern to the community which they may bring to the ABC Board's attention; 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 application conditioned upon the Applicant'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 Applicant will manage and operate a 24-hour hotel Establishment. Alcoholic beverages will be offered in the Premises only. There shall be an Entertainment endorsement in the Premises, but no dancing or cover charge endorsements.
3. ***Hours of Operation and Sales.***
The Applicant's hours of operation of the Establishment shall be 24 daily, Sunday through Saturday;
The Applicant's hours of sales, service, and consumption of alcoholic beverages and live Entertainment in the Premises shall not exceed:
Sunday through Saturday: 4:00 p.m. to 12:00 a.m.
4. ***Floors Utilized and Occupancy.*** The Applicant will operate its hotel Establishment with 233 guest suites and 228 parking spaces. The Premises has an occupancy load not to exceed 399, with 344 seats.
5. ***Parking 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. The Applicant shall notify patrons (through a website or other means) that there is limited street parking in the vicinity and shall provide information about public transportation. Underground self-parking is available to patrons on a first come first serve basis.
6. ***Summer Garden/Sidewalk Cafe.*** There is no Summer Garden or Sidewalk Cafe on the licensed Premises. [There is a small patio next to the indoor swimming pool; however neither the pool area nor the patio are to be part of the licensed Premises and no alcoholic beverages will be served/consumed in those areas.]
7. ***Noise and Privacy.*** Applicant shall strictly comply with D.C. Official Code § 25-725, to the extent applicable, and to that end will take all commercially reasonable actions to ensure that excessively loud music and noise from the Establishment are not audible in any residential premises other than the licensed establishment.
Applicant 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 and produce products shall be accepted on Sundays.
8. ***Public Space and Trash.*** The Applicant will take all reasonable measures to ensure that that the immediate environs of the establishment are kept free of litter and debris. "Immediate environs" include "adjacent alleys, sidewalks, or other public property immediately adjacent to the establishment, or other property used by the licensee to conduct its business..." as in DC Code 25-726(a).
9. ***Rats and Vermin Control.*** The Applicant shall provide rat and vermin control for its property. Applicant shall have the Establishment and the area around the Establishment properly cleaned at the end of each night to ensure that there are no garbage or odors.

present the following morning.

10. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant shall take all reasonably necessary steps to minimize problems of illegal drugs and public drinking, including, 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 to the full extent permissible by law discourage loitering in the vicinity of the Establishment. Applicant shall cooperate with MPD in the investigation of criminal offenses within and immediately around the business. The Applicant shall secure all crime scenes to the best of its ability and shall not contaminate, destroy, alter or clean any crime scene until authorized to do so by a member of the MPD on the scene of the offense.

Applicant shall have recording cameras which cover the areas where alcoholic beverages are served. If responsible for the video surveillance equipment, the Applicant shall: (a) ensure the cameras are operational; (b) maintain footage of a crime of violence or a crime involving a gun for a minimum of 30 (thirty) days; and (c) make the security footage available within 48 hours upon the request of ABRA or the Metropolitan Police Department.

11. ***License Ownership and Compliance with ABRA Regulations.*** Applicant agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.
12. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the ANC and the community for which the ANC acts.
13. ***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 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 Applicant: Southwest Capitol Associates, LLC, a Residence Inn Capitol
Attn: General Manager
333 E Street, SW
Washington, DC 20024
Phone: (202) 484-8280
e-mail: Deidra.davis@ricdc.com

and

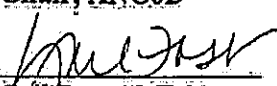


Southwest Capitol Associates, LLC t/a Residence Inn Capitol, 333 E Street, SW, Washington, DC ABRA #112892 and ANC6D, April 2019

Southwest Capitol Associates, LLC t/a Residence Inn Capitol
c/o The Donohoe Companies, Inc.
7101 Wisconsin Avenue, Suite 700
Bethesda, MD 20814
Attn: Laurie Ballenger, General Counsel
Phone: 202-625-8404
Email: laurieb@donohoe.com

If to the ANC: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC
(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.

- 14. 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 license application.

The ANC:	APPLICANT:
Chair, ANC6D:  Gail Fast, SMD01 Chair, ABC Committee, ANC6D  Coralie Farlee	Southwest Capitol Associates, LLC t/a Residence Inn Capitol  By: Christopher A. Bruch, President Date: 4-1-19
Date: 4/8/19	Date: 4-1-19