

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

**In the Matter of:** )

L'Enfant DC Hotel, LLC )  
t/a Hilton Washington DC/National Mall )

Holder of a )  
Retailer's Class CH License )

License No.: ABRA-093846  
Order No.: 2018-439

at premises )  
480 L'Enfant Plaza, SW )  
Washington, D.C. 20024 )

L'Enfant DC Hotel, LLC, t/a Hilton Washington DC/National Mall, Licensee

Meredith Fascett 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  
Donald Isaac, Sr., Member  
Bobby Cato, Member  
Rema Wahabzadah, Member

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**ORDER ON COOPERATIVE AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that L'Enfant DC Hotel, LLC, t/a Hilton Washington DC/National Mall (Licensee), and ANC 6D entered into a Cooperative Agreement (Agreement), dated July 9, 2018, in accordance with D.C. Official Code § 25-446 (2001).

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

Accordingly, it is this 11th day of July, 2018, **ORDERED** that:

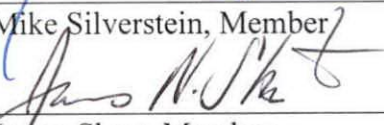
1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and ANC 6D.

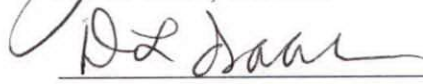
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
James Short, Member

  
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Donald Isaac, Sr., Member

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Bobby Cato, Member

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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 14<sup>th</sup> 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).

L'Enfant DC Hotel, LLC, t/a Hilton Washington DC/National Mall, 480  
L'Enfant Plaza, SW, Washington, DC ABRA #093846 and ANC6D,  
July 2018

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

1101 4<sup>th</sup> Street SW, Suite W130, Washington, DC 20024-  
ANC Office: 202 554-1795 [office@anc6d.org](mailto:office@anc6d.org)

## COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 9th day of July 2018 by and between L'Enfant DC Hotel, LLC, t/a Hilton Washington DC/National Mall ("Licensee"), at 480 L'Enfant Plaza, SW, Washington, DC, 20024, License Class CH #093846 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.

### WITNESSETH

WHEREAS, Licensee will operate an establishment with a Class CH License for a hotel establishment ("Establishment") serving spirits, wine, and beer, with 367 guest rooms; a bar, lounge and restaurant dining area including a private dining room; executive lounge; a fitness center; meeting rooms; two ballrooms; and a summer garden with pool on the 12<sup>th</sup> floor, located at 480 L'Enfant Plaza, SW, Washington, D.C. 20024 ("Premises"); 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, 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 Licensee's application conditioned upon the Licensee's compliance with the terms of this written Agreement; and

L'Enfant DC Hotel, LLC, v/a Hilton Washington DC/National Mall, 480  
L'Enfant Plaza, SW, Washington, DC ABRA #093846 and ANC6D,  
July 2018

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 a 24-hour hotel Establishment. There shall be a full service restaurant bar/lounge area; 50 seat private dining room, an executive lounge for Hilton Honors members, two ballrooms, as well as eleven meeting rooms, fitness center, and a summer garden with pool area accessible to hotel patrons and guests. There shall be Entertainment, dancing and cover charge endorsements in the interior areas only. Entertainment only shall be offered in the summer garden pool area. The Establishment shall provide off-street parking spaces for patrons; various public transportation options are available in the neighborhood.

3. **Hours of Operation, Sales, and Consumption.**

The Licensee's hours of operation of the hotel, and sleeping rooms shall be 24 daily, Sunday through Saturday;

The Licensee's hours of operation, and sales, serving, and consumption of spirits, beer, and wine in the indoor spaces, including restaurant, bar/lounge area, private dining rooms, ballroom, and meeting rooms, shall not exceed:

Sunday through Thursday: 8:00 a.m. to 2:00 a.m.,

Friday and Saturday: 8:00 a.m. to 3:00 a.m.

It is understood that breakfast may be served as early as 6:00 am in the aforementioned areas as additional operation hours. It is further understood that the Executive Lounge on the lobby level shall have limited hours of sales and consumption of spirits, beer and wine from 5:00 pm to 8:00 pm Sunday through Saturday. Hilton Honors members have 24 hour access to lounge for self service machines and hot breakfast in the morning.

The Licensee's hours of Entertainment, dancing, and cover charge in the ballroom, and entertainment only in the restaurant and lounge areas shall not exceed:

Sunday through Thursday: 8:00 a.m. to 2:00 a.m.,

Friday and Saturday: 8:00 a.m. to 3:00 a.m.

The Licensee's hours of operation and sales, service and consumption of alcoholic beverages of the summer garden pool area shall not exceed:

Sunday to Thursday: 8:00 a.m. to 11:00 p.m.

Friday and Saturday: 8:00 a.m. to 12:00 a.m.

The Licensee's hours of Entertainment only on the summer garden pool area shall not exceed:

Sunday to Saturday 10:00 a.m. to 10:00 p.m.

Provided that: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours" the applicant may avail itself of 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; and (c) on January 1 of each year applicant may operate until 4:00a.m.

Consistent with Alcoholic Beverage Control Board interpretations, "closing hours" shall be construed as the hours at which no patrons shall remain on the food and alcoholic beverages portions of the hotel premises.

4. **Floors Utilized and Occupancy.** The Licensee will operate its hotel Establishment on the basement, 1<sup>st</sup>/Lobby and 2<sup>nd</sup> floor and the 11<sup>th</sup> through 15<sup>th</sup> floors (no 13<sup>th</sup> floor), with 367 guest sleeping rooms; 188 seats in the bar, lounge, and dining area with occupancy of 403; Executive lounge with 42 seats; a fitness center; a 12<sup>th</sup> floor summer garden pool area with 148 seats for a combined occupancy of the summer garden pool area of 516; 11 meeting rooms, and two ballrooms with the ballrooms' combined occupancy of 1073, fitness center, and 172 off-street parking spaces in the underground garage.
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. There will be up to 172 off-street parking spaces provided for patrons on the premises. The Licensee 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.
6. **Summer Garden.** Licensee plans to provide one mobile bar on the summer garden pool area.
7. **Noise and Privacy.** Licensee 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 premises other than the licensed establishment.

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 and produce products shall be accepted on Sundays.
8. **Public Space and Trash.** The Licensee will take all reasonable measures to ensure that that the immediate environs of the premises are kept free of litter and debris. "Immediate environs" is defined by ABC Regulations as including: "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including sidewalks or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."

9. **Rats and Vermin Control.** The Licensee shall provide rat and vermin control for its property. Licensee shall have the Establishment and the area around the Premises 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.** Licensee 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. Licensee shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Licensee shall cooperate with MPD in the investigation of criminal offenses within and immediately around the business. The Licensee 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 the lead MPD official on the scene of the offense.

Licensee shall ensure that video surveillance recording cameras cover interior public areas where alcoholic beverages are served and/or consumed. If responsible for the video surveillance equipment, the establishment shall maintain security cameras and (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.** Licensee agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.
12. **Participation in the Community.** Licensee 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 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:           President & General Counsel  
L'Enfant DC Hotel LLC  
433 California St., 7<sup>th</sup> Floor  
San Francisco, CA 94104  
Attn: Lawrence Lui, President  
Email: lawrence.lui@hiltondcnationalmall.com

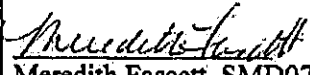
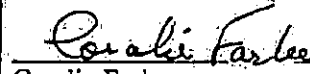
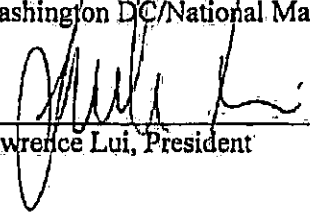
L'Enfant DC Hotel, LLC, t/a Hilton Washington DC/National Mall, 480 L'Enfant Plaza, SW. Washington, DC ABRA #093846 and ANC6D, July 2018

Attn: Denise Hannan, General Counsel  
Email: denise.hannan@hiltondcnationalmall.com

and General Manager  
Hilton Washington DC/ National Mall  
480 L'Enfant Plaza SW  
Washington Dc 20024  
Phone: (202) 484-1000  
e-mail: Claudia.eggspuhler@hiltondcnationalmall.com

If to the ANC: Advisory Neighborhood Commission 6D  
1101 4<sup>th</sup> Street, SW, Suite W130  
Washington, DC 20024  
Attn: Chair, ANC  
(202) 202 554-1795  
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.

The ANC:	LICENSEE:
<p><b>Chair, ANC6D</b>              Meredith Fascett, SMD07  <b>Chair, ABC Committee, ANC6D</b>              Coralie Farlee</p>	<p>L'Enfant DC Hotel, LLC t/a Hilton Washington DC/National Mall              Lawrence Lui, President</p>
<p><u>7/9/18</u> Date</p>	<p><u>6/30/18</u> Date</p>
<p><u>7/9/18</u> Date</p>	





*Southwest / Navy Yard / Buzzard Point*  
Advisory Neighborhood Commission 6D

July 9, 2018

1101 Fourth Street, SW  
Suite W 130  
Washington, DC 20024  
202.554.1795  
Email: [office@anc6d.org](mailto:office@anc6d.org)  
Website: [www.anc6d.org](http://www.anc6d.org)

Donovan Anderson, Chair  
c/o Martha Jenkins, General Counsel  
Alcohol Beverage Control Board  
2000 14th Street, NW, Suite 4005  
Washington, DC 20009

**OFFICERS**

Chairperson  
*Meredith Fascett*  
Vice Chairperson  
*Andy Litsky*  
Secretary  
*Gail Fast*  
Treasurer  
*Ronald Collins*

Re: ANC6D recommendation for new Cooperative Agreement for L'Enfant Plaza Hotel, LLC, t/a Hilton Washington DC/National Mall at 480 L'Enfant Plaza, SW, ABRA CH license #093846

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on July 9, 2018, with a quorum present, the Advisory Neighborhood Commission 6D voted 6 to 0 to 0 to recommend that the ABC Board accept the attached new Cooperative Agreement for Hilton Washington DC/National Mall at 480 L'Enfant Plaza, SW. There is no previous existing Cooperative Agreement.

**COMMISSIONERS**

SMD 1 *Gail Fast*  
SMD 2 *Cara Shackley*  
SMD 3 *Ronald R. Collins*  
SMD 4 *Andy Litsky*  
SMD 5 *Roger Moffatt*  
SMD 6 *Rhonda Hamilton*  
SMD 7 *Meredith Fascett*

This establishment (previously known as "L'Enfant Plaza Hotel" under this same ABRA license number) has been operating in SW DC for many years. The license has been in safekeeping during a period of extensive renovation. The licensee wants to have the issuance of the license expedited so the establishment can re-open as soon as possible after the completion of renovations.

Please contact Commissioner Fascett ([6D07@anc.dc.gov](mailto:6D07@anc.dc.gov)) or Dr. Coralie Farlee, Chair, ABC Committee, ANC 6D at 202-554-4407, [cfarlee@mindspring.com](mailto:cfarlee@mindspring.com) if you have any questions or concerns.

Sincerely,

*Meredith Fascett*  
Meredith Fascett, Chair  
ANC6D

*Coralie Farlee*  
Coralie Farlee, Chair  
ABC Committee, ANC6D

Attachment: CA