

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

**In the Matter of:** )  
 )  
Federal Center Hotel Associates, LLC )  
t/a Holiday Inn (Capitol) )  
 )  
Holder of a )  
Retailer's Class CH License )  
 )  
at premises )  
550 C Street, SW )  
Washington, D.C. 20024 )  
\_\_\_\_\_ )

License No.: ABRA-075950  
Order No.: 2019-136

Federal Center Hotel Associates, LLC, t/a Holiday Inn (Capitol), Licensee

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

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**ORDER ON COOPERATIVE AGREEMENT**

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The official records of the Alcoholic Beverage Control Board (Board) reflect that Federal Center Hotel Associates, LLC, t/a Holiday Inn (Capitol) (Licensee), and ANC 6D entered into a Cooperative Agreement (Agreement), dated March 11, 2019, 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 Commissioner Gail Fast and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 13th day of March, 2019, **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



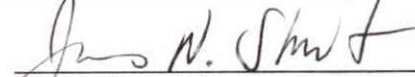
Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Bobby Cató, 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 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).

**\* \* \*** 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 11<sup>th</sup> day of March 2019, by and between Federal Center Hotel Associates, LLC, t/a Holiday Inn (Capitol) ("Licensee"), at 550 C Street SW, Washington, DC 20024, License Class CH, ABRA #075950 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 has a License Class CH for a business hotel establishment ("Establishment") serving spirits, wine, and beer, with Entertainment Endorsement and Dancing Endorsement on the interior premises, a ground floor sidewalk cafe, two Summer Gardens, and other accessory uses including: dining outlets, banquet/conference rooms, and outdoor pool located at 550 C Street, SW, Washington, D.C. 20024 ("Premises"); and

WHEREAS, Licensee also holds a License Class 25% B (ABRA-109749) for the ground floor market on the Premises and the Parties have entered into a separate Cooperative Agreement regarding its operations; 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, 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 renewal 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; and the Parties agree that any change in operations that relate to the hours, capacities, and endorsements on the ABC license is considered of great concern to residents and 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 renewal 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 manages and operates a Hotel Establishment with 536 sleeping rooms which are on floors two (2) through nine (9); sidewalk cafe and two Summer Gardens. The Licensee has an Entertainment Endorsement and Dancing Endorsement for the interior of the premises.
3. **Interior Hours of Operation, Sales, and Entertainment.**
  - The Licensee's hours of operation of the hotel shall be: twenty-four (24) hours daily, Sunday through Saturday.
  - The Licensee's interior hours of and selling, serving and consumption of alcohol shall not exceed: 11:00am – 2:00am daily.

The Licensee's hours of Entertainment shall not exceed 6 p.m. to 9 p.m. daily.

The hours for the Sidewalk Café and Summer Gardens are described in #6, below.

Provided that: (a) on days designated by the DC ABC Board as "Holiday Extension of Hours" or Daylight Savings Time Extension of Hours Licensee 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 and extended hours for the sale, service, and consumption of alcoholic beverages (such as for Inauguration) Licensee may avail itself of such extended hours; and (c) on January 1 of each year Licensee may operate and sell, serve, and permit the consumption of alcoholic beverages until 4:00 a.m. The ANC will not object to licensee filing for a One Day Substantial Change, in accordance with District law, so that it may offer Entertainment on the interior premises until 3:00am on the above-mentioned days where the ABC Board or Council permits extended hours for licensees.

Consistent with Alcoholic Beverage Control Board interpretations, "closing hours" shall be construed as the hours at which no patrons shall remain on the premises. In accordance with Title 25, 206.1(a) the Licensee may sell and serve alcoholic beverages in closed containers at any time in the private rooms of its registered guests.

4. **Floors Utilized and Occupancy.** The Licensee operates its hotel establishment on the basement, floors one through nine with 536 rooms, and rooftop level. The ground floor sidewalk cafe shall have a capacity of 22 seats. There will be an occupancy of

270 persons in the ground floor Summer Garden and an occupancy of 270 in the rooftop Summer Garden. The Sidewalk Café is immediately adjacent to the premises.

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 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. **Sidewalk Cafe & Summer Gardens.**

Licensee has a ground floor sidewalk cafe with 22 seats.

- The hours of operation and hours of sales, service, and consumption of alcoholic beverages for the sidewalk cafe are: 11:00am – 11:00pm daily,

Licensee has two Summer Gardens: the ground floor Summer Garden will have an occupancy of 270 persons; and the rooftop Summer Garden will have a capacity of 270 persons.

- The hours of operation for the ground floor Summer Garden are: 24 hours daily.
- The hours of operation for the rooftop Summer Garden shall not exceed: Sunday through Thursday: 7:00am to 1:00am; and Friday and Saturday: 7:00am to 2:00am
- The hours for selling, service, and consumption of alcohol in the two Summer Gardens shall not exceed: Sunday through Thursday: 11:00am – 1:00am; Friday and Saturday: 11:00am – 2:00am.

No music shall be piped to or originate in the Sidewalk Café.

7. **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 reasonable necessary actions to ensure that music, noise and vibration from the Establishment are not audible in any residential 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 products shall be accepted on Sundays.

8. **Public Space and Trash.** The Licensee will take all reasonable measures to ensure 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 reasonable, 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 take reasonable actions to 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 a member of the MPD on the scene of the offense.  
Licensee shall have recording cameras which cover the areas where alcoholic beverages are sold. If responsible for the video surveillance equipment, the licensees shall maintain security cameras and: (a) Ensure the cameras are operational; (b) Maintain footage containing a crime of violence or a crime involving a gun for a minimum of 30 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 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.
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 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 within 30 days diligently pursue such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446.

If to Licensee:

Federal Center Hotel Associates, LLC t/a Holiday Inn (Capitol)  
550 C Street SW  
Washington, DC 20024  
Attn: Sheri Swain, General Manager

Federal Center Hotel Associates, LLC v/a Holiday Inn (Capitol),  
ABRA CH #075950, 550 C Street SW, and ANC6D March 2019

(202) 278-1150  
e-mail: [sheri.swain@hitedc.com](mailto:sheri.swain@hitedc.com)

and

Federal Center Hotel Associates, LLC v/a Holiday 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](mailto:laurieb@donohoe.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  
Fax (202) 202 554-1774  
e-mail: [office@ANC6D.org](mailto: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 license renewal application.

THE ANC:	LICENSEE:
Chair, ANC6D	Federal Center Hotel Associates LLC, v/a Holiday Inn (Capitol)
<i>Gail Fast</i> 3/11/2019 Gail Fast, SMD01 Date	<i>[Signature]</i> 3-5-19 By: Christopher A. Bruch, Date President
Chair, ABC Committee, ANC6D <i>Coralie Farlee</i> 11 Mar 19 Coralie Farlee Date	