

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

**In the Matter of:** )

Washington Capitol Hill Operations, LLC )  
t/a citizenM )

Applicant for a New )  
Retailer's Class CH License )

at premises )  
550 School Street, SW )  
Washington, D.C. 20024 )

License No.: ABRA-116126  
Order No.: 2020-145

Washington Capitol Hill Operations, LLC, t/a citizenM, Applicant

Gail Fast and Mike Repass, Commissioners, on behalf of Advisory Neighborhood Commission (ANC) 6D

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rema Wahabzadah, Member  
Rafi Crockett, Member  
Jeni Hansen, 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 Washington Capitol Hill Operations, LLC, t/a citizenM (Applicant), Applicant for a new Retailer's Class CH License and ANC 6D have entered into a Cooperative Agreement (Agreement), dated February 10, 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 Commissioners Gail Fast and Mike Repass, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 4th day of March, 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; 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

James Short, Member




Bobby Cato, Member

Rema Wahabzadah, Member



Rafi Crockett, Member



Jeni Hansen, 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).

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ANC 6D, February 2020



Advisory Neighborhood Commission 6D

1101 4<sup>th</sup> Street SW, Suite W130, Washington, DC 20024  
ANC Office: 202 554-1795 ■ FAX: 202 554-1774  
6D@anc.dc.gov

### **COOPERATIVE AGREEMENT**

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 10<sup>th</sup> day of February 2020, by and between Washington Capitol Hill Operations, LLC t/a citizenM ("Applicant"), at 550 School Street, SW, License Class C Hotel (ABRA-116126), and Advisory Neighborhood Commission 6D ("ANC6D") (collectively, the "Parties").

### **PREAMBLE**

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

### **WITNESSETH**

WHEREAS, Applicant has applied for a Class C Hotel ABC License for a hotel establishment ("Establishment") serving spirits, wine, and beer, with indoor space, two Summer Gardens, conference rooms, and an entertainment endorsement, located at 550 School Street, SW, Washington, DC 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, 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, within ANC6D, (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 to eliminate the need for a Protest Hearing regarding the license application; and

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 the Parties agree that any change in operations may be deemed a substantial change by the Alcoholic Beverage Control Board ("ABC Board"); and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board (the "ABC Board") approve Applicant's license application conditioned upon 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.** Applicant will manage and operate a hotel serving spirits, wine, and beer, with a ground floor restaurant and Summer Garden, and with a rooftop lounge and bar with Summer Garden. The Establishment will have an Entertainment Endorsement on the interior premises. The Establishment shall not participate in pub crawls.
3. **Floors Utilized and Occupancy.** Applicant will operate its Hotel Establishment on twelve floors with two Summer Gardens. The Certificate of Occupancy will state the maximum room count and Summer Garden seating capacities; however, the Establishment shall not exceed the total occupancy load of 20 patrons in the ground floor Summer Garden and 40 patrons on the twelfth floor Summer Garden. The ground floor restaurant will have approximately 130 seats and 200 occupancy load on the interior; the interior of the twelfth floor restaurant and lounge will have approximately 110 seats and 130 occupancy load.
4. **Hours of Operation and Sales, Service & Consumption of Alcoholic Beverages.** Applicant's interior Hours of Operation shall be twenty-four (24) hours daily.

Applicant's interior Hours of Sales, Service & Consumption of Alcoholic Beverages and Entertainment Endorsement shall be:

- Sunday through Thursday: 8:00am- 2:00am; and
- Friday and Saturday: 8:00am- 3:00am

Applicant's Summer Gardens' Hours of Operations and Hours of Sales, Service & Consumption of Alcoholic Beverages shall be:

- Sunday through Thursday: 8:00am- 2:00am; and
- Friday and Saturday: 8:00am- 3:00am

Provided that: (a) on days designated by the ABC Board as "Holiday Extension of Hours," 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 Applicants in general extended operating hours and hours of sales, service, and consumption of alcoholic beverages (such as for Inauguration), applicant may avail itself of such extended hours; and (c) on January 1 of each year Applicant may operate and sell, serve, and permit the consumption of alcoholic beverages until 4:00am. ANC6D will not object to Applicant applying for a One Day Substantial Change, in accordance with District law, to extend the hours of Entertainment on the interior premises until 15 minutes prior to closing on evenings that fall within the aforementioned exceptions to the standard hours:

In accordance with 23 DCMR § 206.1(a), Applicant may sell and serve alcoholic beverages in closed containers at any time in the private rooms of its registered guests.

- 5. Summer Gardens.** The Establishment shall have two Summer Gardens. The first is on the ground floor abutting 6<sup>th</sup> Street, SW; and the second is on the twelfth floor facing School Street, SW. The Summer Gardens' maximum capacities are described above in Section 3. The Summer Gardens' hours are described above in Section 4. Recorded music in the Summer Gardens shall end by 11:00pm Sunday through Thursday and 12:00am Friday and Saturday. There are no "garage-style" doors or windows abutting either Summer Garden.
- 6. Parking.** Because there is limited parking in the vicinity, it is a concern of ANC6D that Applicant's operation of the Establishment does not create or exacerbate parking problems within ANC6D. Applicant shall make reasonable efforts to inform patrons of transportation options (e.g., on Applicant's website) other than automobiles.
- 7. Noise and Privacy.** Applicant shall keep all exterior doors and windows closed while Entertainment is being provided except for normal ingress and egress. Applicant shall comply with D.C. Code § 25-725 and to that end shall use various means, including making architectural improvements to the property and taking reasonable, necessary actions, to ensure that music, noise and vibration from the Establishment are not audible in any residential premises other than the Establishment.
- 8. Public Space and Trash.** No containers, cups, bottles/cans, etc. shall be permitted outside of or to leave the ground floor Summer Garden regardless of content, excepting food and beverages packaged "to go" or being brought back into the Establishment from the Summer Garden. Applicant shall take reasonable measures to ensure that the immediate environs of the premises are kept free of litter and debris, including the sidewalks or other public property immediately adjacent to the premises or adjacent to the property used by Applicant to conduct its business.
- 9. Rats and Vermin Control.** Applicant shall provide rat and vermin control for its property. Applicant 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.** Applicant shall take reasonable, necessary steps to minimize problems of illegal drugs and public drinking, including, without limitation, at all times, a trained employee on site, 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 actions to discourage loitering in the vicinity of the Premises. Applicant shall cooperate with MPD in the investigation of criminal offenses within and immediately around the business. Applicant shall secure all crime scenes to the best of its ability and shall not

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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.

**11. License Ownership and Compliance with ABRA Regulations.** Applicant promises to ANC6D 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 license Applicants, and agrees that ANC6D shall have standing to ask the ABC Board to enforce any violations of the agreement.

**12. Participation in the Community.** Applicant is encouraged to maintain open communication with ANC6D and the community for which it 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 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 Applicant:** Washington Capitol Hill Operations LLC t/a citizenM  
550 School Street, SW  
Washington, DC 20024  
Attn: Henny Schaeffer, Director Hotel Operations US  
phone: (646) 881-8878  
e-mail: citizenhenny@citizenm.com

**If to ANC6D:** 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: [6D@anc.dc.gov](mailto:6D@anc.dc.gov)

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.

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**14. No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, ANC6D shall refrain from filing a protest against Applicant's ABC license application.

**ADVISORY NEIGHBORHOOD COMMISSION 6D:**

DocuSigned by:  
Gail Fast 2/12/2020  
A18501B34B584FF  
Gail Fast, SMD01, Chairperson ANC 6D Date

DocuSigned by:  
Mike Repass 2/12/2020  
BCD238E2D8A3477  
Mike Repass, Interim Chair, ABC Committee ANC6D Date

**APPLICANT:**

Washington Capitol Hill Operations LLC t/a citizenM

By: Nicolaas Peter van Lookeren february 10, 2020 | 14:52:14 CET  
17EBB0CCAA0190  
Nicolaas Peter van Lookeren, Manager Date