

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

In the Matter of:)	
)	
Capitol Hospitality, LLC)	
t/a Capitol Skyline Hotel)	
)	
Holder of a)	License No. ABRA-072534
Retailer's Class CH License)	Order No. 2014-286
)	
at premises)	
10 I Street, S.W.)	
Washington, D.C. 20024)	

Capitol Hospitality, LLC, t/a Capitol Skyline Hotel (Licensee)

Coralie Farlee, on behalf of Advisory Neighborhood Commission (ANC) 6D

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Hector Rodriguez, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Capitol Hospitality, LLC, t/a Capitol Skyline Hotel, (Licensee), and ANC 6D have entered into a Settlement Agreement (Agreement), dated November 18, 2013, that governs the operation of the Licensee's establishment.

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

Accordingly, it is this 11th day of July, 2014, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 2(d) (Noise) – The second sentence shall be modified to read as follows: “The Licensee agrees, except as otherwise provided in D.C. Official Code § 25-725, to prevent emissions of sound, capable of being heard in any other premises by any musical instrument or amplification device or other device or source of sound or noise, in accordance with D.C. Official Code § 25-725.”

Section 5 – This Section shall be modified to read as follows: “The Licensee will provide the ANC with reasonable notice of any significant change to the operations of its establishment that affect hours of operation, sales and service. Additionally, the Licensee agrees to work in good faith with the ANC to resolve any significant change arising from the operation of the business that may negatively impact this Agreement.”

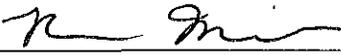
Section 6 – In this Section the word “ABRA” shall be replaced by the words “the Board.”

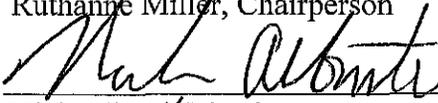
Section 7 – This Section shall be modified to read as follows: “The parties further agree that the failure of the Licensee to adhere to any of the forgoing commitments shall constitute grounds for the ANC to file a complaint with the ABC Board, pursuant to D.C. Official Code § 25-446(e), after the Licensee has been notified by the ANC of any breach or commitment and is given 7 days to attempt reach a mutually satisfactory resolution.”

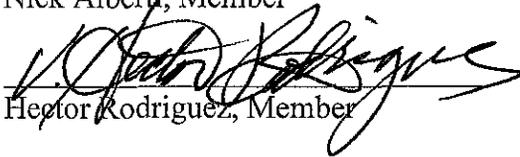
The parties have agreed to these modifications.

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

District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Hector Rodriguez, Member

Pursuant to D.C. Official Code § 25-433, 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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to D.C. Official Code § 25-433, 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).

	<p>Advisory Neighborhood Commission 6D</p>	<p>Advisory Neighborhood Commission 6D 1101 4th Street SW, Suite W130 Washington, DC 20024-4476 office: 202-554-1795 fax: 202-554-1774 e-mail: office@anc6d.org website: http://www.anc6d.org</p>
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SETTLEMENT AGREEMENT

AGREEMENT made this 19th day of November 2013, by and between Capitol Hospitality LLC dba Capitol Skyline Hotel (the Licensee) and Advisory Neighborhood Commission 6D (the ANC)

WHEREAS, the ANC has protested the renewal application of the licensee to the District of Columbia Alcoholic Beverage Control Board; and

WHEREAS, the premises is within the boundaries of the ANC; and,

WHEREAS, the parties desire to enter into an agreement commemorating certain understandings regarding the Licensee's operating plans;

NOW, THEREFORE, in accordance of the promises set forth below, the parties agree as follows:

1. **LITTER AND CLEANLINESS** - 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."
2. **NOISE** - The Licensee acknowledges familiarity with and will comply with all noise control provisions of District of Columbia law and regulations, including:

Preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with the DC Noise Control Act of 1977 (Public Law 2-53), as amended.

In the event there is a concern regarding the volume of music, decibel readings will be taken at the corner of "I" St. and Half street on the corner associated with the church.

Licensee shall make all efforts to discourage patrons from loitering in and around the premises during and after close of business.

Hours of operation for music in outside areas shall be as follows:

Lapidus Restaurant: 6:30 am – 11 PM Monday thru Sunday

Catering within the banquet space: 6 am – 1:30 am

Pool: Seasonal (Memorial Day thru third week in September)

Monday thru Friday: 11 am – 9 pm

Saturday and Sunday: 10 am – 9 pm

	Monday thru Friday	Saturday and Sunday
Outside Live and Recorded Music	11 am – 9 pm	10am – 11:00pm*

*Outside Live and Recorded Music allowed until 12:00 am for special events (e.g., weddings, private parties, etc.), not to exceed 8 per year.

The Licensee agrees to implement the following policies in order to establish a relationship with the community to promote peace, order and quiet.

- a. Any and all concerns should be directed to the main hotel number at 202-488-7500. The Senior Manager will be notified of all concerns and act accordingly.

- b. The Licensee will post its license, its certificate of occupancy, and all other District of Columbia Government business permits in an accessible and conspicuous place and will cooperate with any request for examination of these documents by a member of the MPD, Alcoholic Beverage Regulation Administration staff and ANC6D, as required by law.
- c. Capitol Hospitality LLC will comply with Title 25, Section 725 of the DC Code taking all necessary and appropriate actions to ensure that music, noise and vibration comply.
- d. If necessary, Capitol Hospitality LLC will reduce noise levels in compliance with Title 25, Section 725 of the DC Code. Capitol Hospitality LLC will make available a representative from the hotel to participate in sound level tests with a representative from ANC 6D and/or a resident of the surrounding community should there be a concern.
- e. In the event of a violation of the provisions of this Settlement Agreement and Addendum, Capitol Hospitality LLC shall be notified in writing by the person alleging such violation and given an opportunity to cure such violation within thirty (30) days thereafter before action against Capitol Hospitality LLC on the basis of such violation may be undertaken.

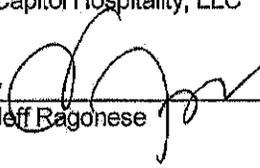
3. **ALCOHOL SAFETY** - The Licensee agrees to refuse service to any person who is intoxicated or is in danger of becoming intoxicated.

The Licensee will assure that all alcoholic beverage sales staff will have appropriate training in the sale and handling of alcoholic beverages. The Licensee will also assure that the ABC Board-approved manager has received training of the type offered by TIPS, or other comparable ABC Board approved alcohol awareness and safety training.

Signage encouraging responsible drinking and driving will be visibly posted in areas of service and exit for the lounge.

- 4. The hours of operations shall not exceed the approved hours of alcohol sales, service and consumption.
- 5. The Licensee will notify ANC-6D in writing and by e-mail of any significant change in the manner of operations at least 30 days in advance of any such application to any Board, Commission or regulatory authority of the District of Columbia Government should the change increase hours or possibly negatively impact this agreement.
- 6. This agreement can be modified only by the ABRA, or by mutual agreement of all the parties with the approval of ABRA. In the case of ANC 6D, if Licensee desires to modify the terms of this agreement, prior to implementing the changes, Licensee shall receive written agreement from ANC 6D.
- 7. The parties further agree that the failure of the Licensee to adhere to any of the foregoing commitments shall constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 DCMR 1513.5 after the Licensee has been notified by the ANC of any breach or commitment and is given 7 days to attempt reach a mutually satisfactory resolution.
- 8. Protestant agrees to the issuance of the renewal and withdraws its protest provided that the present Settlement Agreement is incorporated into the Board's order renewing the license, which order is hereby conditioned upon compliance with such Settlement Agreement.
- 9. Security cameras are located throughout the establishment in order to give appropriate coverage should an incident occur. Security cameras are in place giving appropriate coverage to the entrance of the hotel as well as the loading dock kitchen entrance. Our system is only capable of holding tape information for up to 14 days.

IN WITNESS WHEREOF, the parties have affixed hereto their signatures on the year and day first above written.

<p>The LICENSEE: Capitol Hospitality, LLC</p> <p>By  _____ Jeff Ragonese</p>	<p>The ANC: Advisory Neighborhood Commission 6D</p> <p>By  _____ Andy Litsky Chairman, ANC 6D</p>
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★ ★ ★ ANC 6D

Near Southeast/Southwest

Advisory Neighborhood Commission 6D

1101 Fourth Street, SW
Suite W 130
Washington, DC 20024
202.554.1795
Email: office@anc6d.org
Website: www.anc6d.org

OFFICERS

Chairman
Andy Litsky
Vice Chairman
Ed Kaminski
Secretary
David Garber
Treasurer
Roger Moffatt

COMMISSIONERS

SMD 1 *Vacant*
SMD 2 *Ed Kaminski*
SMD 3 *Vacant*
SMD 4 *Andy Litsky*
SMD 5 *Roger Moffatt*
SMD 6 *Rhonda Hamilton*
SMD 7 *David Garber*

November 20, 2013

Ruthanne Miller, Chair
Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

VIA E-MAIL: tesha.anderson@dc.gov

RE: ABRA-072534, Capitol Skyline Hotel, 10 I Street SW

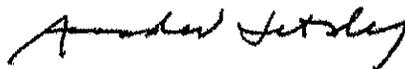
Dear Ms. Miller:

At its regularly called, properly noticed meeting on November 18, 2013, with a quorum present, Advisory Neighborhood Commission (ANC) 6D voted 5-0 to approve a Settlement Agreement with the above-referenced establishment.

For your review and approval, please find enclosed the Settlement Agreement, which was executed by both parties.

Should you have any questions, please feel free to contact me or Susan Eads Role, ANC 6D's Executive Director.

Sincerely,



Andy Litsky
Chairman, ANC 6D
Southwest & Near SE

Enclosure