

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

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In the Matter of:)	
)	
Capital Riverfront Hotel, LLC)	
t/a Hampton Inn & Suites)	
Washington D.C./Navy Yard Area)	
)	
Applicant for a New)	License No. ABRA-099532
Retailer's Class CH License)	Order No. 2015-418
)	
at premises)	
1265 1st Street, S.E.)	
Washington, D.C. 20003)	
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Capital Riverfront Hotel, LLC, t/a Hampton Inn & Suites Washington D.C./Navy Yard Area
(Applicant)

Roger Moffatt and Dr. Coralie Farlee, Advisory Neighborhood Commission (ANC) 6D

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Capital Riverfront Hotel, LLC, t/a Hampton Inn & Suites Washington D.C./Navy Yard Area, Applicant for a new Retailer's Class CH License, located at 1265 1st Street, S.E., Washington, D.C., and ANC 6D have entered into a Cooperative Agreement (Agreement), dated July 13, 2015, 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 Chairperson Roger Moffatt and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 9th day of September, 2015, **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



Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member

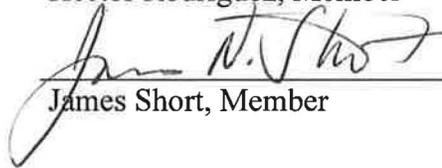


Herman Jones, Member



Mike Silverstein, Member

Hector Rodriguez, Member



James Short, 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, 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 4th Street SW, Suite W130, Washington, DC 20024
ANC Office: 202 554-1795 ■ FAX: 202 554-1774
office@anc6d.org

ALCOHOL BEVERAGE
LICENSE HEARING
MIN

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ABRA *Me*

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”) is made on this 13th day of July 2015 by and between Capital Riverfront Hotel, t/a Hampton Inn and Suites (“Applicant”), at 1265 First Street, SE, Washington, DC, 20003, License Class CH # 099532 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.

W I T N E S E T H

WHEREAS, Applicant has applied for a License Class CH for a business hotel establishment (“Establishment”) serving spirits, wine, and beer, with indoor space, including dining area and meeting room, one summer garden, and one sidewalk café located at 1265 First Street, SE, Washington, D.C. 20003 (“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, within the ANC, on (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, 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 parties 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 license 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 Hotel Establishment with 168 sleeping rooms for 506 occupants which are on thirteen (13) floors; one restaurant and meeting room, a summer garden, and a sidewalk café, each serving spirits, wine, and beer. There will be no Entertainment endorsement.
3. ***Hours of Operation and Sales.*** The Applicant’s **hours of operation of the hotel, sleeping rooms** shall be 24 daily, Sunday through Saturday;

The Applicant’s hours of selling, serving, and consumption of alcohol in the **dining area and meeting room** shall be as follows:

Sunday through Thursday 8:00 a.m. – 12:00 midnight
Friday and Saturday 8:00 a.m. – 2:00 a.m.

The Applicant’s hours of selling, serving and consumption of alcohol in the **rooftop summer garden** shall be as follows:

Sunday through Thursday, 9:00 a.m. – 1:00 a.m.,
Friday and Saturday, 9:00 a.m. – 2:00 a.m.

The Applicant’s hours of selling, serving and consumption of alcohol in the **ground floor sidewalk cafe** (N Street, SE side) shall be as follows:

Sunday through Thursday, 8:00 a.m. – 12 midnight,
Friday and Saturday, 8 a.m. – 2 a.m.

Provided that: (a) on days designated by the DC ABC Board as “Holiday Extension of Hours” or Daylight Savings Time 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 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 premises.

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its hotel establishment on thirteen (13) floors plus rooftop area. The Establishment will have a total sleeping room occupancy of 506 persons in 168 rooms; there will be an occupancy of 50 patrons in the roof top summer garden and an occupancy of 14 patrons in the ground floor sidewalk cafe.

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. There is no parking available on the premises. 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.
6. **Sidewalk Café/Summer Garden.** Applicant plans to provide one rooftop Summer Garden with a seating capacity of 50 patrons; the ground floor Sidewalk Café will have a seating capacity of 14 patrons. There shall be no live music in either the Summer Garden or the Sidewalk Cafe. There may be recorded music in the Summer Garden. The Sidewalk Cafe shall be enclosed with appropriate barriers to delineate the space designated for the outdoor seating from the adjacent areas, and may include such things as shrubbery or fencing with vines; or bushes, vines or trees in planters. No person leaving the Sidewalk Café shall remove from the premises containers, cups, bottles/cans, etc. containing alcoholic beverages..
7. **Noise and Privacy.** Applicant 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 necessary actions to ensure that music, noise, and vibration 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 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 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 all 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. Applicant shall to the full extent permissible by law 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. 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 the lead MPD official on the scene of the offense.

Applicant shall have recording cameras of good photographic quality which maintain information for at least 30 days. These recording cameras shall cover areas as designated by applicant's security experts. These recordings shall be made available to representatives of ABRA or MPD.

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 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 Applicant: Hampton Inn and Suites
1265 First Street, SE
Washington, DC 20003
Attn: Roberta Willes, General Manager, Hampton Inn and Suites
Phone: 202 800-1000
Fax 202 521-3463
E-mail Roberta.wittes@hilton.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.

The ANC:

APPLICANT:

<p>Chair, ANC6D</p> <p><u>Roger Moffatt</u> <u>7/13/15</u> Roger Moffatt, SMD05 Date</p> <p>Chair, ABC Committee, ANC6D</p> <p><u>Coralie Farlee</u> <u>13 July 15</u> Coralie Farlee Date</p>	<p>Hampton Inn and Suites</p> <p><u>David Pallin</u> <u>7/2/15</u> By: David Pallin, Date Co-Manager</p>
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ANC 6D

Near Southeast/Southwest

Advisory Neighborhood Commission 6D

ALCOHOLIC BEVERAGE
REGULATION ADMIN

2015 JUL 14 A 11:27

ABRAMA

July 13, 2015

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

Ruthanne Miller, Chair
Alcohol Beverage Control Board
2600 14th Street, NW, Suite 400S
Washington, DC 20009

OFFICERS

Chairperson
Roger Moffatt
Vice Chairperson
Andy Litsky
Secretary
Stacy Cloyd
Treasurer
Meredith Fascett

Re: ANC6D recommendation for new license and Cooperative Agreement for Capital Riverfront Hotel, t/a Hampton Inn and Suites in SE, Washington DC, License Class CH #099532

Dear Ms. Miller:

At its regularly scheduled, properly noticed meeting on July 13, 2015, with a quorum present, the Advisory Neighborhood Commission 6D voted 7 to 0 to 0 to recommend the new license and Cooperative Agreement for the Capital Riverfront Hotel, t/a Hampton Inn and Suites at 1265 First Street, SE.

COMMISSIONERS

SMD 1 *Marjorie Lightman*
SMD 2 *Stacy Cloyd*
SMD 3 *Rachel Reilly Carroll*
SMD 4 *Andy Litsky*
SMD 5 *Roger Moffatt*
SMD 6 *Rhonda Hamilton*
SMD 7 *Meredith Fascett*

The ANC views this new establishment as an important addition to the new Southeast DC community.

A new Cooperative Agreement is attached.

Please contact Commissioner Moffatt (at the numbers above) or Dr. Coralie Farlee, Chair, ABC Committee, ANC6D at 202-554-4407, clariee@mindspring.com if you have any questions or concerns.

Sincerely,

Roger Moffatt, Chair
ANC6D

Coralie Farlee, Chair
ABC Committee, ANC6D

✓ Cc: Martha Jenkins

Attachment: CA