

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

In the Matter of:	)	
	)	
KCG 50 M, LLC	)	
t/a Homewood Suites	)	
	)	
Applicant for a New	)	License No. ABRA-102921
Retailer's Class DT License	)	Order No. 2016-465
	)	
at premises	)	
50 M Street, S.E.	)	
Washington, D.C. 20003	)	

KCG 50 M, LLC, t/a Homewood Suites (Applicant)

Andy Litsky and Dr. Coralie Farlee, Advisory Neighborhood Commission (ANC) 6D

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
Ruthanne Miller, Member  
James Short, Member

**ORDER ON COOPERTIVE AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that KCG 50 M, LLC, t/a Homewood Suites, Applicant for a new Retailer's Class DT License, located at 50 M Street, S.E., Washington, D.C., and ANC 6D have entered into a Cooperative Agreement (Agreement), dated July 11, 2016, 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 Andy Litsky and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 27th day of July, 2016, **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, except for the following modifications:

Section 2 (Nature of the Business) – The last sentence shall be modified to read as follows: “The Establishment shall provide up to 40 off-street parking spaces for patrons; various public transportation options are available in the neighborhood.”

Section 10 (Security Cooperation in Stemming Illegal Drugs and Public Drinking) – The following language shall be incorporated: “Applicant shall have recording cameras which cover the outside areas and the areas where alcoholic beverages are served. In accordance with D.C. Official Code § 25-402(d)(3)(G), the establishment shall: a) ensure the cameras are operational; b) maintain footage of a crime of violence or a crime involving 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.”

The parties have agreed to these modifications.

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

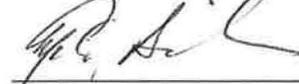
District of Columbia  
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



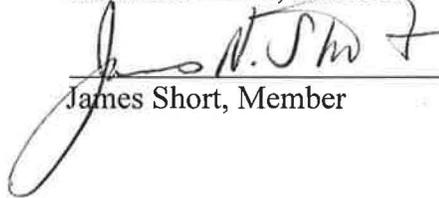
Nick Alberti, Member



Mike Silverstein, Member



Ruthanne Miller, Member



James Short, 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 ■ FAX: 202 554-1774  
[office@anc6d.org](mailto:office@anc6d.org)

ALCOHOLIC BEVERAGE  
REGULATION ADMIN  
JUL 12 P 5:11  
ABRA

### COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 11<sup>th</sup> day of July 2016 by and between KCG 50 M, LLC, t/a Homewood Suites by Hilton Washington, DC ("Applicant"), at 50 M Street, SE, Washington, DC, 20003, License Class DT #102921 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.

### WITNESSETH

WHEREAS, Applicant has applied for a License Class DT for an 195 room extended stay hotel establishment ("Establishment") serving wine, and beer, with a business center, fitness center, limited meeting rooms, a common dining area, and one rooftop summer garden located at 50 M 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 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 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 24-hour residential hotel Establishment. There will be a rooftop summer garden accessible only to hotel patrons. There shall be lite small plate offerings served as appetizers and small meals during the manager's receptions. There shall be no Entertainment endorsement. The Establishment will provide up to 40 off-street parking spaces for patrons; various public transportation options are available in the neighborhood.
3. ***Hours of Operation and Sales.*** The Applicant's **hours of operation of the hotel, and sleeping rooms** shall be 24 daily, Sunday through Saturday;  
The Applicant's **hours of offering (i.e., sales, serving, and consumption of) beer and wine for hotel guests only during the manager's receptions in the second floor area and the rooftop summer garden** shall be as follows:  
Sunday through Saturday: 4:00 p.m. to 11:00 p.m.
4. ***Floors Utilized and Occupancy.*** The Applicant will operate its hotel Establishment on eleven (11) floors with 195 extended stay sleeping rooms; a second floor area with 133 seats and a 143 occupant load; a rooftop summer garden with 35 seats; and 40 off-street parking spaces in the underground garage. A portion of the first floor area, approximately 4,700 square feet, is expected to be occupied by other retail businesses with any alcohol or other business licenses held in the name of those entities.
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 will be up to 40 off-street parking spaces provided for patrons 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. ***Summer Garden.*** Applicant plans to provide one rooftop Summer Garden with a seating capacity of 35 patrons. There shall be no live music in the Summer Garden. However, recorded background music maybe provided during the hours of 4:00 pm to 11:00 pm during manager reception hours.
7. ***Noise and Privacy.*** Applicant 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 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 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. 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 outside areas and areas where alcoholic beverages are served. 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.

KCG 50 M, LLC, t/a Homewood Suites by Hilton Washington, DC,  
50 M Street, SE, Washington, DC and ANC6D, July 2016

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: Homewood Suites by Hilton Washington DC  
C/O Englewood LLC  
3 Bethesda Metro Center, Suite 700  
Bethesda, MD 20814  
Attn: Kenneth Finkelstein, Managing Member  
Phone: 301-961-1976  
E-mail: ken.finkelstein@englewoodllc.com

and Gia Polo, General Manager  
Homewood Suites by Hilton Washington DC  
50 M Street, SE  
Washington, DC 20003  
Phone: 404-29-6858 (cell)  
e-mail: gia.polo@interstatehotels.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

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><b>Chair, ANC6D</b> <i>Andy Litsky</i> <u>7/11/16</u> Andy Litsky, SMD04 Date <b>Chair, ABC Committee, ANC6D</b> <i>Coralie Farlee</i> <u>11 July '16</u> Coralie Farlee Date cfarlee@mindspring.com</p>	<p>Homewood Suites by Hilton Washington DC KCG 50 M LLC By: Englewood M St LLC <i>Kenneth Finkelstein</i> <u>6/29/16</u> By: Kenneth Finkelstein Date Managing Member</p>
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★ ★ ★  
ANC 6D

*Near Southeast/Southwest*  
Advisory Neighborhood Commission 6D

ALCOHOLIC BEVERAGE  
REGULATION ADMIN  
2016 JUL 19 P 12:03  
ABRA  
July 19, 2016

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

**Donovan Anderson, Chair**  
**Alcohol Beverage Control Board**  
**2000 14<sup>th</sup> Street, NW, Suite 400S**  
**Washington, DC 20009**

**OFFICERS**

Chairperson  
*Andy Litsky*

Vice Chairperson  
*Rachel Reilly Carroll*

Secretary  
*Stacy Cloyd*

Treasurer  
*Meredith Fascett*

**Re: ANC6D recommendation for new license and Cooperative Agreement for KCG 50 M, t/a Homewood Suites by Hilton Washington DC License Class DT ABRA-#102921**

**Dear Mr. Anderson:**

At its regularly scheduled, properly noticed meeting on July 11, 2016, with a quorum present, the Advisory Neighborhood Commission 6D voted 7 to 0 to 0 to support the Cooperative Agreement and at that same meeting, the ANC6D also voted 7 to 0 to 0 to support the licensee's application for a new license.

**COMMISSIONERS**

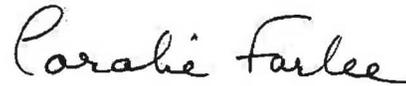
- SMD 1 *Marjorie Lightman*
- SMD 2 *Stacy Cloyd*
- SMD 3 *Rachel Reilly Carroll*
- SMD 4 *Andy Litsky*
- SMD 5 *Roger Moffatt*
- SMD 6 *Rhonda Hamilton*
- SMD 7 *Meredith Fascett*

This applicant plans to manage and operate a 24-hour residential hotel with rooftop summer garden. Beer and wine will be served for hotel guests only during the manager's receptions in the second floor area and the rooftop summer garden. Small plate offerings served as appetizers and small meals will be served during the manager's receptions. There is no Entertainment endorsement. The signed Cooperative Agreement is attached.

Please contact Commissioner Litsky (at the number above) or Coralie Farlee, Chair, ABC Committee, ANC6D at 202-554-4407, [cfarlee@mindspring.com](mailto:cfarlee@mindspring.com) if you have any questions or concerns.

Sincerely,

  
**Andy Litsky, Chair**  
**ANC6D**

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

✓ Cc: Martha Jenkins

**Attachment: CA**