

**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. 2016-128
)	
at premises)	
10 I Street, S.W.)	
Washington, D.C. 20024)	

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

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 COOPERATIVE 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 Cooperative Agreement (Agreement), dated March 14, 2016, 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 Applicant and Chairperson Andy Litsky and Dr. Carolie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 30th day of March 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 9 (Security Cooperation in Stemming Illegal Drugs and Public Drinking) – The following language shall be removed: “If a security company is responsible for the recording system, the Licensee shall ensure that the MD has access to the representative of that company and system at all times so that the information may be made available to representatives of ABRA and/or MPD within a reasonable time after request.”

Section 10 (License Ownership and Compliance with ABRA Regulations) – The following language shall be removed: “The License will provide the ANC with reasonable notice of any significant change to the operations of the establishment that affect hours of operation, sales, and service.”

The parties have agreed to these modifications.

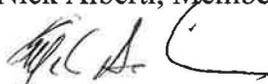
2. This Cooperative Agreement replaces and supersedes previous Agreements between the parties; and
3. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board

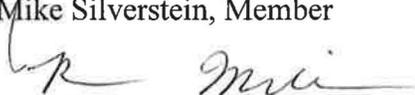


Donovan Anderson, Chairperson

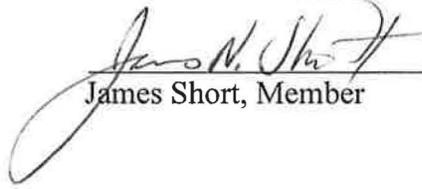
Nick Alberti, Member



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 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

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 14th day of March 2016 by and between Capitol Hospitality LLC t/a Capitol Skyline Hotel ("Licensee"), at 10 I Street, SW, License # 072534, and Advisory Neighborhood Commission 6D ("the ANC"), (collectively, the "Parties"). This Agreement supersedes the Settlement Agreement dated November 18, 2013 between the Parties and the modifications by the Alcohol Beverage Control Board ("ABC Board") in its order dated July 11, 2014.

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 establishment ("Establishment") serving spirits, wine, and beer, including indoor space, and two summer gardens located at 10 I Street, SW, Washington, D.C. 20024 ("Premises"); and

WHEREAS, the Licensee agrees to work regularly with the ANC 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 renewal; 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. The Parties agree that any change in operations is considered to be a substantial change which is 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, at the appropriate time, the ABC Board approve the Licensee's license renewal 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 will manage and operate a hotel with sleeping rooms, a full service restaurant serving spirits, wine, and beer, a catering service in the banquet space, a summer garden between the indoor lobby and the outdoor pool area (to be known as summer garden #1) and a seasonal summer garden #2/outdoor pool area. The seasonal summer garden #2/pool area **is operational between Memorial Day and the third week of September.** There is an Entertainment endorsement for summer garden #1, and summer garden#2/pool area.

3. ***Hours of Operation and Sales.***

The Licensee's hours of **operation and for selling, serving, and consuming alcohol in the indoor areas** (including Lapidus restaurant, meeting rooms, banquet space, District Lounge and lobby) **including Entertainment endorsement** shall be as follows:

Monday through Sunday: 6:30 a.m. to 2:00 a.m.

The Licensee's hours for **operation and for selling, serving, and consuming alcohol and providing Entertainment in the summer garden #1** shall be as follows:

Monday through Friday: 9:00 a.m. to 12:00 midnight, and
Saturday and Sunday: 9:00 a.m. to 2:00 a.m.

The Licensee's hours for operation of and selling, serving, and consuming alcohol including Entertainment in the **summer garden #2/pool area between Memorial Day and the third week in September** shall be as follows:

Monday through Sunday: 11:00 a.m. to 9:00 p.m.

However, Licensee may conduct **up to eight (8) special events in the outside summer garden #2/pool area** for weddings and private parties between Memorial Day and the third week in September, as follows: Monday through Sunday: 11:00 a.m. to 12 midnight. On such occasions, Licensee shall post signage at the patron exit point reminding patrons that there are residences in proximity and requesting that patrons refrain from generating noise when departing the area.

4. ***Floors Utilized and Occupancy.*** The Licensee will operate its hotel establishment which has seven (7) floors of the building, 203 sleeping rooms, approximately 5,000 sq. ft. of meeting/conference rooms, and two parking areas

8. **Public Space and Trash.** The Licensee shall contract with a private trash removal company. The trash and dumpster areas maintained by the Licensee shall be kept clean. The Licensee shall enclose its dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent populations. Licensee shall ensure that the area around the dumpster is kept clean at all times and the dumpster is placed such that it does not encroach on the abutting property owners and so that no garbage is placed on the abutting property. Licensee will provide for the proper (recyclable) removal of grease and oils and will not deposit these substances for removal in dumpsters or trash cans. Licensee will contract for regular rodent and pest (insect) abatement. Licensee shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there is no garbage and or odors present the following morning.
9. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Licensee shall take all necessary steps to minimize problems of illegal drugs and public drinking, including, at all times, without limitation, having 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; and maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur. Licensee shall to the full extent permissible by law discourage loitering in the vicinity of the Premises.

Licensee shall have sufficient number of recording cameras of good photographic quality which maintain information for at least 30 days. These recording cameras shall cover the exterior of the premises and summer garden #2/pool area, all entrances and exits, including loading dock, and indoor and outdoor parking lots. Licensee shall ensure that a manager who is fully knowledgeable about the camera recording system will be available either on site or by electronic or telephonic means so that recordings may be viewed by representatives of ABRA and/or MPD within a reasonable time, except in an emergency in which case the information shall be made available immediately. If a security company is responsible for the recording system, Licensee shall ensure that the MD has access to the representative of that company and system at all times so that the information may be made available to representatives of ABRA and/or MPD within a reasonable time after request, except in an emergency situation in which case the recordings shall be made available to MPD immediately. If a security company is responsible for the recording system, Licensee shall ensure that the MD has access to the representative of that company and system at all times so that the information may be made available to representatives of ABRA and/or MPD within a reasonable time after request.

10. **License Ownership and Compliance with ABRA Regulations.** The Licensee will provide the the ANC with reasonable notice of any significant change to the operations of the 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. The Licensee also agrees that it shall abide by all 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.

11. **Participation in the Community.** Licensee agrees to seek to maintain open communication with the the ANC, and the community for which the ANC acts.
12. **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 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). All notices and communication shall be directed as follows:

If to Licensee: Jeff Ragonese, General Manager
 Capitol Skyline Hotel
 10 I Street, SW
 Washington, DC 20024
 Phone: 202-488-7500
 FAX: 202-488-0790
 e-mail: jragonese@capitol skyline.com

If to The ANC: Advisory Neighborhood Commission 6D
 1101 4th Street, SW, Suite W130
 Washington, DC 20024
 Attn: Chair, ANC
 Phone: (202) 202 554-1795
 Fax (202) 202 554-1774
 e-mail: office@ANC6D.org

Failure to give notice shall not constitute waiver on or acquiescence to a violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

14. **Withdrawal of Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, the ANC shall withdraw the Protest.

The ANC:

Chair, ANC6D

Andy Litsky 3/14/16
Andy Litsky, ANC6D04 Date

Chair, ABC Committee, ANC6D

Coralie Farlee 3/14/16
Coralie Farlee Date
cfarlee@mindspring.com

LICENSEE:

Capitol Hospitality, LLC t/a Capitol Skyline
Hotel

Jeff Ragonese March 14th 2016
By: Jeff Ragonese Date
General Manager

★ ★ ★
ANC 6D

Near Southeast/Southwest

Advisory Neighborhood Commission 6D

March 14, 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 14th 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 revised Cooperative Agreement and support for license renewal for Capitol Hospitality, LLC t/a Capitol Skyline Hotel, 10 I Street, SW, License Class CR License ABRA-072534

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on March 14, 2016, with a quorum present, the Advisory Neighborhood Commission 6D voted 6 to 0 to 0 to recommend the revised license and Cooperative Agreement for the Capitol Skyline Hotel. At that same meeting, the ANC6D also voted 6 to 0 to 0 to support the licensee's application for the license renewal.

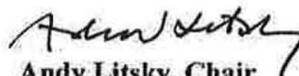
COMMISSIONERS

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*

While the neighborhood has experienced some noise problems from this establishment, particularly during afternoon events, we believe the licensee is making reasonable efforts to control sound emissions in nearby residences. The ANC6D supports the improved agreement and the license renewal. The revised 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 if you have any questions or concerns.

Sincerely,


Andy Litsky, Chair
ANC6D


Coralie Farlee, Chair
ABC Committee, ANC6D

✓ Cc: Martha Jenkins

Attachment: CA