

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

In the Matter of:

SKCG 50 M, LLC
t/a Homewood Suites by Hilton Washington DC

Holder of a
Retailer's Class DT License

at premises
50 M Street, SE
Washington, D.C. 20003

License No.: ABRA-107325
Order No.: 2017-474

SKCG 50 M, LLC, t/a Homewood Suites by Hilton Washington DC (Licensee)

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

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Jake Perry, Member
Donald Isaac, Sr., Member

ORDER ON COOPERATIVE AGREEMENT

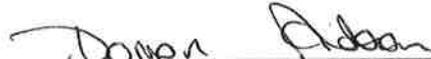
The official records of the Alcoholic Beverage Control Board (Board) reflect that SKCG 50 M, LLC, t/a Homewood Suites by Hilton Washington DC (Licensee), and ANC 6D entered into a Cooperative Agreement (Agreement), dated September 11, 2017, in accordance with D.C. Official Code § 25-446 (2001).

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

Accordingly, it is this 20th day of September, 2017, **ORDERED** that:

1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. This Cooperative Agreement replaces and supersedes the Cooperative Agreement dated July 11, 2015, approved by the Board on July 27, 2016 with Board Order No. 2016-465; and
3. Copies of this Order shall be sent to the Licensee and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



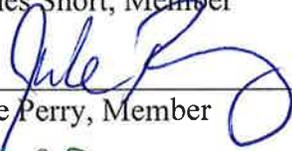
Nick Alberti, Member



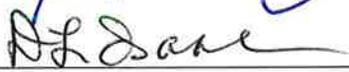
Mike Silverstein, Member



James Short, Member



Jake Perry, Member



Donald Isaac, Sr., 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).

SKCG 50 M, LLC, t/a Homewood Suites by Hilton Washington, DC,
50 M Street, SE, Washington, DC ABRA #105718 and ANC6D,
September 2017

ALCOHOLIC BEVERAGE CONTROL BOARD
* * * Advisory Neighborhood
Commission 6D

1101 4th Street S.W., 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 11th day of September 2017 by and between SKCG 50 M, LLC, t/a Homewood Suites by Hilton Washington, DC ("Licensee"), at 50 M Street, SE, Washington, DC, 20003, License Class CT #105718 and Advisory Neighborhood Commission 6D ("The ANC"), (collectively, the "Parties"). This Cooperative Agreement replaces and updates the Cooperative Agreement dated July 11, 2016 and approved by the ABC Board on July 27, 2016 with Board order 2016-465.

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 will operate an establishment with a Class CT License for an 195 room extended stay hotel establishment ("Establishment") serving spirits, 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 Licensee 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 Licensee's application 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 24-hour residential hotel Establishment. There will be a rooftop summer garden accessible to hotel patrons and guests. There shall be lite small plate offerings served as appetizers and small meals during the manager's receptions and during other events on the licensed premises where alcoholic beverages will be served. There shall be an Entertainment endorsement in the interior and rooftop summer garden. The Establishment shall 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 Licensee's hours of operation of the hotel, and sleeping rooms shall be 24 daily, Sunday through Saturday;
The Licensee's hours of offering (i.e., sales, serving, and consumption of) spirits, beer and wine during the manager's receptions and other events in the second floor area and the rooftop summer garden shall be as follows:
Sunday through Saturday: 10:00 a.m. to 11:00 p.m.
The Licensee's hours of Entertainment in the interior and rooftop Summer Garden shall be:
Sunday through Saturday: 10:00 a.m. to 10:00 p.m.
There shall be no sound checks in the summer garden before 10:00 a.m.
4. **Floors Utilized and Occupancy.** The Licensee 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 Licensee'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 Licensee 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.** Licensee plans to provide one rooftop Summer Garden with a seating capacity of 35 patrons. Entertainment may be offered in the Summer Garden as described in #3, above.
7. **Noise and Privacy.** Licensee 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 Licensee shall provide rat and vermin control for its property. Licensee 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.** Licensee 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. Licensee shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Licensee shall cooperate with MPD in the investigation of criminal offenses within and immediately around the business. The Licensee 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.

Licensee 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 a 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.
11. **License Ownership and Compliance with ABRA Regulations.** Licensee agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.
12. **Participation in the Community.** Licensee 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

SKCG 50 M, LLC, t/a Homewood Suites by Hilton Washington, DC,
50 M Street, SE, Washington, DC ABRA #105718 and ANC6D,
September 2017

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 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 Licensee: Homewood Suites by Hilton Washington DC
C/O SKCG 50 M LLC
Sage Hospitality
1575 Welton Street, Denver, CO 80202
Attn: Harris White, Chief Financial Officer
Phone: (303) 405.8383
Email: harris.white@sagehospitality.com

and Homewood Suites by Hilton Washington DC
c/o Davis Graham & Stubbs LLP
1550 17th Street, Suite 700, Denver, CO 80202
Attn: Catherine A. Hance, Partner
Phone: (303) 892 7375
Email: Catherine.Hance@dgsiew.com

and David Ragland, General Manager
Homewood Suites by Hilton Washington DC
50 M Street, SE
Washington, DC 20003
Phone: (202) 899-2800
Email: david.ragland@sagehospitality.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:

LICENSEE:

<p>Chair, ANC6D <i>Andy Litsky</i> 9/11/17 Date Andy Litsky, SMD04 Chair, ABC Committee, ANC6D <i>Coralie Farlee</i> 9/11/17 Date Coralie Farlee</p>	<p>SKCG 50 M LLC t/a Homewood Suites by Hilton Washington, DC <i>Walter Isenberg</i> 8-28-17 By: Walter Isenberg, President Date</p>
--	--



Near Southeast/Southwest

Advisory Neighborhood Commission 6D

ALCOHOLIC BEVERAGE

September 11, 2017

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

Donovan Anderson, Chair
c/o Martha Jenkins, General Counsel
Alcohol Beverage Control Board
2000 14th Street, NW, Suite 400S
Washington, DC 20009

OFFICERS

Chairperson
Andy Litsky

Vice Chairperson
Cara Lea Shockley

Secretary
Gail Fast

Treasurer
Meredith Fascett

Re: ANC6D recommendation for updated/new Cooperative Agreement for SKCG 50 M, LLC, t/a Homewood Suites by Hilton Washington, DC, CT license BRA # 105718, at 50 M Street, SE

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on September 11, 2017, with a quorum present, the Advisory Neighborhood Commission 6D voted 6 to 0 to 0 support the modifications to the license as incorporated in the updated/new Cooperative Agreement for Homewood Suites by Hilton Washington, DC.

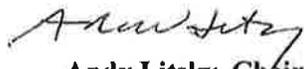
COMMISSIONERS

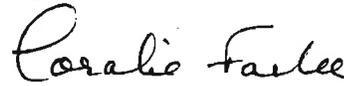
- SMD 1 Gail Fast
- SMD 2 Cara Lea Shockley
- SMD 3 *Ronald R. Collins*
- SMD 4 *Andy Litsky*
- SMD 5 *Roger Moffatt*
- SMD 6 *Rhonda Hamilton*
- SMD 7 *Meredith Fascett*

This establishment has changed ownership and management resulting in a modified business model, and, in particular, additional plans for its alcohol beverage component.

Please contact Commissioner Litsky (at the number above) or Dr. 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

Attachment: CA