

## ANC6D Cooperative Agreement



1101 4<sup>th</sup> Street SW, Suite W-130,  
Washington, DC 20024  
(202) 554-1795 6d@anc.dc.gov

### COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 18<sup>th</sup> day of December 2023, by and between Hen Quarter LLC d/b/a Hen Quarter Riverpoint DC ("Applicant"), at 2121 1<sup>st</sup> ST SW Washington, DC 20024 (ABCA- 124598), and Advisory Neighborhood Commission 6D ("the ANC") (collectively, the "Parties").

### PREAMBLE

Through this agreement both Parties aim to create an environment in which Applicant may operate as a viable contributing establishment in the ANC community.

### WITNESSETH

WHEREAS, Applicant has applied for a Class C ABC License for a Food Service establishment ( <sup>U</sup> Establishment") serving spirits, wine, and beer, with indoor space, and one Summer Garden, and one Alcoholic Beverage Carry-Out and Delivery Endorsement located at 2121 1<sup>st</sup> ST SW Washington, DC 20024 ( <sup>U</sup> Premises"). The application will not include endorsements for dancing, cover charges, sports gaming, or games of chance;

WHEREAS, Applicant is encouraged 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;

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Cooperative Agreement pursuant to D.C. Official Code 5 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 peace, order, and quiet, including the noise and litter provisions set forth in 55 25-725 and 25-726 and to eliminate the need for a Protest Hearing regarding the license application;

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 substantial change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board; WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and NOW,

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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. Food service restaurant serving spirits, wine, and beer. The Establishment shall have one Summer Garden Endorsement, and one Carry-Out Endorsement.
3. Floors Utilized and Occupancy. Applicant will operate its establishment on the ground floor of the building. The Establishment will have no more than 202 seats inside and 24 seats in the Summer Garden, and the maximum occupancy of the Establishment shall not exceed 379 persons.
4. Hours of Operation, and Sales, Service & Consumption of Alcoholic Beverages.

Applicant's interior Hours of Operation shall not exceed:

Monday -Thursday 10:00 am -12:00 am  
Friday - Sunday 10:00 am — 2:00 am

Applicant's interior Hours of Sales, Service & Consumption of Alcoholic Beverages shall not exceed:

Monday -Thursday 10:00 am -12:00 am  
Friday - Sunday 10:00 am - 2:00 am

Applicant's exterior Summer Garden Endorsement Hours of Operations shall not exceed:

Monday-Sunday 10:00 am -10:00 am

Applicant's exterior Summer Garden Hours of Sales, Service & Consumption of Alcoholic Beverages shall not exceed:

Monday-Sunday 10:00 am — 10:00 am

Applicant's exterior Hours of Recorded Music shall not exceed:

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Monday-Sunday      10:00 am - 10:00 pm

Applicant's Hours of Alcoholic Beverage Carry-Out and Delivery shall not exceed:

Monday — Sunday      12:00 pm — 9:00 pm

Provided that: (a) on days designated by the ABC Board as "Holiday 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 and hours of sales, service, and consumption of alcoholic beverages (such as for Inauguration), Applicant may avail itself of such extended hours; and (c) on January 1 of each year Applicant may operate and sell, serve, and permit the consumption of alcoholic beverages until 4:00am. The ANC will not object to Applicant applying for a One Day Substantial Change, in accordance with District law, to extend the hours of Entertainment on the interior premises until 15 minutes prior to closing on evenings that fall within the aforementioned exceptions to the standard hours.

5. Prohibited Practices. Applicant shall not knowingly allow the use of its Premises as part of an organized pub crawl or as an organized event intended to promote the organized, commercial travel of large groups of individuals between licensed premises for the primary purpose of consuming alcoholic beverages at more than one premise.

No alcoholic beverages purchased from the Applicant's Establishment by a consumer shall be permitted to leave the premises unless packaged as "to go" or "carryout" as permitted by Title 25 of the D.C. Code, Title 23 of the D.C. Municipal Regulations, and other applicable laws and regulations.

6. Exterior Area. The Summer Garden and/or Sidewalk Café shall be bordered with appropriate barriers to delineate it from the surrounding adjacent areas. Options for such borders may include planters, fencing, shrubbery, or similar techniques.
7. Parking. Because there is limited parking in the vicinity, it is a concern of the ANC that Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. Applicant shall make reasonable efforts to inform patrons of transportation options (e.g., on Applicant's website) other than transportation that requires parking. Applicant shall not knowingly accept deliveries from vendors parked illegally.
8. Noise and Privacy. Applicant shall keep all exterior doors and windows closed except for normal ingress and egress. If Premises has "garage" or

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"accordion" style doors or windows that open to the exterior, the Applicant shall restrict the inside music to the exterior Hours of Recorded Music, if any, when these doors or windows are open. Applicant shall comply with D.C. Code 5 25-725 and to that end shall use various means, including making architectural improvements to the property and taking reasonable, necessary actions, to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises other than the Establishment. Sound, noise levels and vibrations from inside the Premises shall be at a conversational level, and not be audible or discernible off the Premises. The Applicant shall be entitled to play recorded music provided, however, any speakers used in connection with amplified or recorded music shall be located at least eight (8) feet from, and be directed in the opposite direction of, all walls, doors, and windows in Premises, and music produced by any sound recording shall comply with DC noise laws. The Applicant shall not use objectionable advertising media such as loudspeakers, video displays or other media that irritate or have the tendency to irritate residents, customers, or invitees.

9. Outdoor advertising, billboards, and signs. No sign shall be erected in such a manner as to create a traffic hazard such as when its location interferes with traffic sight distances, traffic flow, or the visual access to the name or address of a nearby business or residence or a street or traffic sign; its color, configuration, text or location are such that they could be mistaken for or otherwise imitate a traffic sign or signal; or it is located in the public right-of-way and impeding pedestrians. The light from any illuminated sign shall be diminished, shaded, shielded, or directed in a way that the light intensity or brightness shall not be objectionable to surrounding residents. No sign shall have blinking, flashing, or fluttering lights or other illuminating device which has a changing light intensity, brightness, or color. Beacon lights, search lights, and signs which intentionally rotate, spin, or otherwise move shall not be permitted.
10. Public Space and Trash. No containers, cups, bottles/cans, etc. shall be permitted outside of the Summer Garden or Sidewalk Café or to leave the Premises regardless of content, excepting food and beverages packaged "to go. Applicant shall not dispose of glass bottles outside of the establishment after 11:00 p.m. Applicant shall take reasonable measures to ensure that the immediate environs of the premises are kept free of litter and debris, including the sidewalks or other public property immediately adjacent to the premises or adjacent to the property used by Applicant to conduct its business.
11. Rats and Vermin Control. Applicant shall ensure that rat and vermin control for its property is provided. 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 from the establishment's operations present the following morning.
12. Security Cooperation in Stemming Illegal Drugs and Public Drinking. Applicant shall take reasonable, necessary steps to minimize problems of illegal drugs and public

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drinking, including, without limitation, at all times, 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, maintaining contact and cooperating with Metropolitan Police Department ("MPD") and other enforcement officials when known or suspected drug activities occur. Applicant shall take reasonable actions to 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 and shall have sufficient security cameras in place which cover the areas of the interior Premises where alcoholic beverages are served and consumed. If responsible for the video surveillance equipment, Applicant shall maintain security cameras and: (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 days; and (c) Make the security footage available within 48 hours upon the request of Alcoholic Beverage Regulations Administration ("ABCA") or the MPD.

13. License Ownership and Compliance with ABCA Regulations. Applicant promises to the ANC that it shall abide by all ABCA regulations regarding the ownership of the license and all other provisions applicable to liquor license Applicants and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.
14. Participation in the Community. Applicant is encouraged to maintain open communication with the ANC and the community for which it acts. Applicant shall have a copy of this Agreement and any amendments on the Premises or shall provide an electronic version within 48 hours upon request.
15. 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 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 within 30 days diligently pursue such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code 5 25-446.

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If to Applicant:        Hen Quarter  
1741 Business  
Center Dr. Ste 200  
Reston, VA 20190  
Attention: Ali Azima phone: (703) 431-  
9719 e-mail:  
aazima@thompsonhospitality.com

If to the ANC:        Advisory Neighborhood Commission 6D  
1101 4<sup>th</sup> Street, SW, suite W-130  
Washington, DC 20024  
Attn: Chair, ANC6D  
phone: (202) 202 554-1795  
e-mail: 6d@anc.dc.gov

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.

16. No Protest. Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest against Applicant's ABC license application.
- 17.** Entire Agreement. This Agreement is intended to replace in its entirety any and all previously existing settlement agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.
18. Counterpart; Facsimile Signature. This Agreement may be executed in two or more counterparts which together shall constitute a single agreement. Execution of this Agreement may be made by an electronically transmitted signature which, for all purposes, shall be deemed to be an original signature.

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[signatures on the following page]

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The ANC:

*Fredrica Kramer*

Date January 8, 2024

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Fredrica Kramer, ANC 6D07, ANC 6D Chairperson

APPLICANT:

*Ali Azima*

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Ali Azima, CFO

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Date