



Government of the District of Columbia
Advisory Neighborhood Commission
Box 75115
Washington, DC 20013



June 11, 2010

William Washington
7-Eleven, Inc.
Chesapeake Division
Attn: Real Estate Department
5300 Shawnee Road
Alexandria, VA 22312

Re: *Request for MOU related to the proposed 7-Eleven at 957 H Street NE*

Dear Mr. Washington:

Thank you for attending the ANC6A Economic Development and Zoning Committee meeting on May 19, 2010 to discuss the proposed 7-Eleven at 957 H Street NE. As you know, the community supports the ongoing development of the H Street Corridor and welcomes H Street Connection's active pursuit of tenants. However, the community has serious concerns about the proposed 24-hour operation of 7-Eleven on H Street, including late night hours, added litter, loitering, sales of tobacco products, and sales of fast food items.

ANC6A would like to reach a mutual agreement with 7-Eleven and Rappaport Companies regarding the operation of 7-Eleven at 957 H Street NE. Accordingly, we have prepared the enclosed draft Memorandum of Understanding between ANC6A, Rappaport Companies, and 7-Eleven. Please review it and contact Commissioner Drew Ronneberg if you have any questions or concerns. Commissioner Ronneberg may be reached at 202-431-4305 ronneberg6a02@gmail.com. We would like to reach an agreement by the next ANC 6A meeting on July 8th, 2010.

On behalf of the Commission,

Kelvin J. Robinson
Chair, Advisory Neighborhood Commission 6A

cc: Mark Bradshaw, Rappaport Companies

DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN ANC 6A, RAPPAPORT
COMPANIES AND 7-ELEVEN CORPORATION REGARDING THE BUSINESS
OPERATION AT 957 H ST NE, WASHINGTON DC, 20002

1. 7-Eleven agrees to educate and instruct all its employees to engage in active enforcement of no-loitering in front of and around store. The store is on private property and loitering can be construed as trespass – anyone who does not leave when asked should be reported to the police for trespass.
2. 7-Eleven and Rappaport agree to detail and implement debarment procedures for repeat offenders in violation of loitering policy and committing other violations on private property surrounding store. Records of repeat offenders shall be maintained. Upon a third incident of misbehavior or refusal to voluntarily comply with no loitering policy, the parties shall submit the violator for debarment and notify MPD of the same.
3. 7-Eleven agrees to ban certain tobacco products, which are commonly refashioned for illicit purposes, including minicigars (such as swisher sweets or black and milds), flavored cigars/ philly blunts, and rolling papers or other products that law enforcement has identified as primarily used in connection with the consumption of marijuana.
4. Late night hours shall be limited during a two month probationary period where the store will close from 2 am until 5 am (3 am closing on weekends). If no problems occur during this period, the store may commence late night hours thereafter. Rappaport Companies will keep the parking gate on 10th Street down after the parking attendant leaves for the evening to discourage spill off traffic on and off of the residential 10th Street.
5. Minimum staffing levels to ensure adequate safety and staffing in order to enforce no loitering and to prevent criminal activity on property in evening hours. At least two staff members shall be present and on duty at all times.
6. Agreement to limit sales of fast food items so as not to constitute a “fast food establishment” for zoning purposes. Store may not sell chicken wings, which are especially problematic for littering and attracting vermin, such as squirrels and rats, and which cause neighborhood dogs to choke when left on street. The store’s prepared foods section should be limited to no more than 10% of its interior retail space.
7. Minimum security standards in and around the facilities (cameras in front and side of store to cover sidewalk and parking area, lighting along both H Street and 10th Street sides that amplifies visibility without affecting residential neighbors along 10th)
8. Cleanliness standards. Store shall commit to cleaning property, parking lot, and sidewalk from alley on 10th around corner onto H Street no less than five times per business day. Rappaport Companies agrees to extend porter service along side street up 1.5 blocks to include area from Sherwood Recreation Center parking lot and back along 10th Street to store entrance.
9. Participation in police detail. Rappaport Companies and 7-Eleven agree to participate in any ongoing reimburseable police detail along the eastern end of the H Street Corridor so long as such a program is in operation and 7-Eleven continues to operate after 2 am unless said program’s cost would exceed \$400 per month.
10. Installing physical barrier to reduce foot traffic spilling over on to 10th Street. H Street Connection will implement a wall, fencing, landscaping or some combination thereof to

discourage foot traffic from turning right when exiting the 7-Eleven and proceeding out the parking lot exit onto 10th Street.

11. Voluntary enforcement of provisions if violations of agreement are identified. If violations of this agreement are identified, 7-Eleven and Rappaport Companies shall immediately remedy said violations. If the violations recur or otherwise appear to be systemic, 7-Eleven shall further restrict their hours of operation by closing an additional two hours earlier than their otherwise agreed to time for a period of six months. The parties agree that a mutually agreed upon independent third party shall be the ultimate arbiter of whether any violations have recurred or are otherwise systemic requiring further restriction of hours or other remedy.
12. This agreement shall carry over if/when the store is transferred to a franchisee. This agreement binds ANC6A, Rappaport Companies, 7-Eleven and any of its successor franchisees who operate in the H Street Connection property on H Street NE.

Signed,

Kelvin Robinson, ANC 6A Chair

William Washington, 7-Eleven Corporation

Mark Bradshaw, Rappaport Companies