

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

In the Matter of:

KHP IV DC TRS, LLC
t/a Doubletree Washington DC

Application for Renewal of a
Retailer's Class CH License

at premises
1515 Rhode Island Avenue, N.W.
Washington, D.C. 20005

Case No.: 16-PRO-00086
License No.: ABRA-102437
Order No.: 2016-557

KHP IV DC TRS, LLC, t/a Doubletree Washington DC (Applicant)

Nicole Mann, Chairperson, Advisory Neighborhood Commission (ANC) 2B

Abigail Nichols, on behalf of A Group of Five or More Individuals

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTESTS**

The Application filed by KHP IV DC TRS, LLC, t/a Doubletree Washington DC, for renewal of its Retailer's Class CH License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on August 8, 2016, and a Protest Status Hearing on September 28, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2B, and A Group of Five or More Individuals entered into a Settlement Agreement (Agreement), dated October 3, 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; Chairperson Nicole Mann, on behalf of ANC 2B; and Abigail Nichols, on behalf of the Group of Five or More Individuals; are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2B and the Group of Five or More Individuals of this Application.

Accordingly, it is this 19th day of October, 2016, **ORDERED** that:

1. The Application filed by KHP IV DC TRS, LLC, t/a Doubletree Washington DC, for renewal of its Retailer's Class CH License, located at 1515 Rhode Island Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;
3. The above-referenced Settlement 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 4 (Rear Patio Amplified Music) – The language “no amplified music” shall be replaced with the language “no amplified live music entertainment.”

Section 5 (Meetings between Parties) – The language “agrees to” shall be replaced with the language “encouraged to.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant, ANC 2B, and Abigail Nichols, on behalf of the Group of Five or More Individuals.

District of Columbia
Alcoholic Beverage Control Board

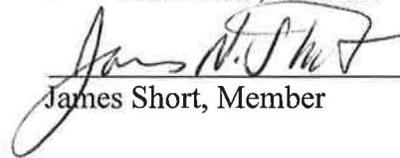


Donovan Anderson, Chairperson



Nick Alberti, Member

Mike Silverstein, 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).

SETTLEMENT AGREEMENT

This Settlement Agreement is made on this 3rd day of October, 2016, by and among KHP IV DC TRS, LLC t/a Doubletree Washington DC ("the Applicant") and Advisory Neighborhood Commission 2B ("the ANC"), and Steven Kameny, designated representative of a group of 16 individuals¹ ("the Group of Individuals") (collectively "Protestants").

WITNESSETH

WHEREAS, the Applicant's renewal application for a Class CH Alcoholic Beverage Control (ABC) license for premises located at 1515 Rhode Island Avenue, NW (the "Premises") is pending before the District of Columbia ABC Board; and,

WHEREAS, said Premises is within the jurisdictional boundaries of the ANC, and, the Group of Individuals reside in immediate proximity of the Premises; and,

WHEREAS, the Protestants' objections are limited to the rear alleyways, parking, deliveries, and related activities that impact the Group of Individuals, and there are not objections to the underlying hotel/restaurant operations within the Premises; and,

WHEREAS, Applicant acknowledges the July 6, 1999 Voluntary Agreement is not superseded by this Settlement Agreement; and,

WHEREAS, service to a large hotel with food and alcoholic beverage service generates many deliveries, trash removal, and valet parking; and,

WHEREAS, the parties desire to enter into this Settlement Agreement in order to reflect their understandings regarding certain limited aspects of the Applicant's operations at the rear of the Premises;

NOW, THEREFORE, in consideration of the recitals set forth above and the terms and conditions provided below, the parties agree as follows:

1. **Hours for Deliveries and Trash Removal in Rear Alleyway.**

(a.) Applicant agrees to take such measures as are within its reasonable control (including the measures identified in clauses (b) through (d) below) to limit vehicular deliveries to the rear of the Premises between the hours of 8:00 am and 8:00 pm. Trash removal may not occur prior to 9:00 am. Applicant agrees to use commercially reasonable efforts to add the hours agreed to herein in the contracts with vendors.

¹ The parties agreed to list the individuals that executed the petition letter: Jennifer A. Hanley, Steven Kameny, Elizabeth Bennett, Shawn Parker, Meredith De Hart, Katie Mastin and Paul E. Mastin, Gary Caruso, Loyd P. Rhiddlehoover III, Alexander Pommer, Paul E. Martin, Gillian Mueller, Elizabeth Young, Caroline Eszes, Christopher Gillies, Robert Coggins

(b.) Subject to any restrictions on signage imposed by applicable laws or regulations, Applicant will post a sign at the rear of the Premises, with the hours for deliveries consistent with this Agreement.

(c.) Applicant will notify its vendors that any deliveries to be made to the hotel outside of the hours in subsection (a), are to be made to the Rhode Island Avenue entrance to the Premises.

(d.) Applicants will notify its vendors that deliveries by large trucks (that is, trucks too large to be able to exit the rear alley to Rhode Island Avenue via the driveway on the west side of the Premises) should be reduced to a minimum, and where practicable and available, large truck deliveries will be made from alternative approaches to the Premises that will avoid the use of the rear alley by such large trucks.

2. Restrictions on Employee Parking.

Applicant agrees to continue its reduction of employee parking on the surface lot in the rear.

3. Employee Education on Settlement Agreement.

Applicant agrees to provide copies of this Settlement Agreement to its management staff and to instruct subordinate staff on the restrictions and issues set forth herein

4. Rear Patio Amplified Music.

Applicant agrees not to permit the use of amplified music or public address system on the rear patio/courtyard. It is understood by the parties that recorded background music may be permitted, but the background music will not be amplified with subwoofer speakers and must be kept at a reasonable volume.

5. Meetings between Parties.

Applicant agrees to host meetings between the parties as may reasonably be requested but no less than once per year. Applicant agrees to continue to communicate with the Protestants through the General Manager of the Premises regarding any concerns about compliance with this Agreement.

6. Licensee Point of Contact.

The Protestants acknowledge having received the contact information for the Applicant's management company. Applicant will provide the Protestants with new contact information for successive management staff, including the General Manager. The Protestants are encouraged to contact the General Manager directly regarding complaints related to this Agreement, including, but not limited to, any complaints regarding the alleyway deliveries and vehicle disruptions impacting the residents.

7. **Incorporation of Settlement Agreement.**

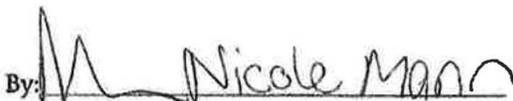
The Applicant acknowledges that the Protestants are relying on the foregoing commitments and will withdraw the protests that heretofore have been filed with the ABC Board. The parties jointly request that this Agreement be incorporated into the ABC Board's order approving the pending renewal of the Class CH License application.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

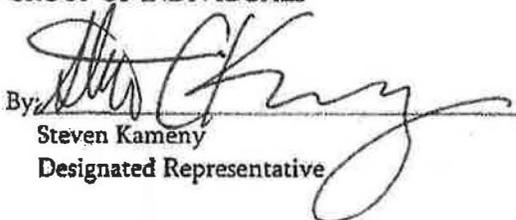
KHP IV DC TRS, LLC

By: 
Judith C. Miles
Secretary

ADVISORY NEIGHBORHOOD COMMISSION 2B

By: 
Nicole Mann, Chairman

GROUP OF INDIVIDUALS

By: 
Steven Kameny
Designated Representative

Meredith De Hart