

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

In the Matter of:)	
)	
Adams Morgan Hotel Operator, LLC)	
t/a The Line DC)	
)	
Applicant for a New)	License No. ABRA-102177
Retailer's Class CH License)	Order No. 2016-292
)	
at premises)	
1780 Columbia Road, N.W.)	
Washington, D.C. 20009)	
)	

Adams Morgan Hotel Operator, LLC, t/a The Line DC (Applicant)

William Simpson, Commissioner, Advisory Neighborhood Commission (ANC) 1C

Maureen Gallagher, Acting President, Reed Cook Neighborhood Association (RCNA)

Denis James, President, Kalorama Citizens Association (KCA)

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Adams Morgan Hotel Operator, LLC, t/a The Line DC, Applicant for a new Retailer's Class CH License, located at 1780 Columbia Road, N.W., Washington, D.C., ANC 1C, RCNA, and KCA have entered into a Settlement Agreement (Agreement), dated May 4, 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; Commissioner William Simpson, on behalf of ANC 1C;

Maureen Gallagher, on behalf of RCNA; and Denis James, on behalf of KCA; are signatories to the Agreement.

Accordingly, it is this 18th day of May, 2016, **ORDERED** that:

1. 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; and
2. Copies of this Order shall be sent to the Applicant, ANC 1C, RCNA, and KCA.

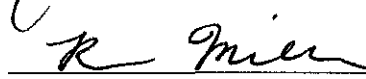
District of Columbia
Alcoholic Beverage Control Board

Donovan Anderson, Chairperson

Nick Alberti, Member



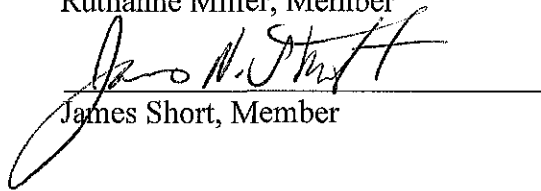
Mike Silverstein, Member



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).

Settlement Agreement for The Line DC Hotel

This agreement (the "Agreement"), made this 4th day of May, 2016, by and between Adams Morgan Hotel Operator LLC doing business as The Line DC Hotel ("Applicant"), Advisory Neighborhood Commission 1C ("ANC1C"), the Reed-Cooke Neighborhood Association ("RCNA"), and the Kalorama Citizens Association ("KCA"), witnesseth:

Whereas, Applicant has filed an application under 23DCMR 405.1 for a Class CH License No. 096311, located at 1780 Columbia Road NW, Washington DC (the "Application");

Whereas, the parties hereto desire to enter into an agreement whereby Applicant will agree to adopt certain measures, and ANC1C, RCNA, and KCA will agree to not protest the approval of the Application, provided that this Agreement is incorporated into the Board's order approving the Application;

Now therefore, the parties hereby agree as follows:

1. Hotel Operations in General

(a) Sale, Service, and Consumption of Alcohol

The Applicant's operations involving the sale, service, and consumption of alcohol shall consist of:

- (i) A mezzanine-level restaurant (including bar) within the former church building.
- (ii) A lobby-level restaurant (including bar) within the former church building.
- (iii) Service to guests in the conference facilities.
- (iv) Service to guests at the indoor pool.
- (v) Room service to guests and mini-bars within guest rooms.
- (vi) Service on the rooftop (but only in connection with organized events as described below).

(b) Food Service

Whenever the hotel restaurants are in operation after midnight Sunday through Thursday, and after 1:00 am Friday and Saturday, a limited, late-night food menu shall be provided to guests.

(c) Entertainment

- (i) Entertainment is permitted in connection with organized events, as described below. Such organized events are permitted anywhere inside the hotel or on the rooftop, subject to the other conditions in this Agreement.
- (ii) Entertainment that is not in connection with an organized event may only occur within the hotel lobby, restaurant areas, and indoor pool, and shall be of such a character and volume as is not disruptive to hotel guests.

- (iii) DJ and karaoke entertainment are not permitted on the rooftop.
- (iv) Entertainment is not permitted in any outdoor area of the hotel at the ground-level.
- (v) Cover charges are not permitted anywhere at the hotel.

(d) No Nightclub Activity

The Applicant acknowledges that the hotel's operations do not include any activity that would require a nightclub (C/N) license if such activity were being conducted at an establishment that did not have a hotel (C/H) license.

(e) Organized Events

The only allowable events are:

- (i) Family celebrations (for example weddings, birthdays, reunions, etc.).
- (ii) Private events in which the attendees have an independent nexus with the sponsor of the event beyond the fact that they will be attending the event (for example, a company hosting an event for its employees, a charitable organization hosting a fundraiser for its supporters, a trade group hosting a conference for people who work in the relevant industry, etc.).
- (iii) Presentations, programs, or classes in which attendees have a common interest, and at which consumption of alcohol, if any, is ancillary to the purpose for which the event is being hosted (for example, a magic show, an author discussing their book, a yoga class, etc.).

(f) Bar/Pub Crawls

The Applicant will not promote or participate in bar or pub "crawls", tours, or similar events.

2. Additional Provisions Applicable to Interior Operations

(a) Interior Hours of Operation of Hotel

24 Hours per day.

(b) Interior Hours of Alcoholic Beverage Sales, Service, and Consumption

Sunday through Thursday: 8:00 am – 2:00 am

Friday and Saturday: 8:00 am – 3:00 am

However, guest access to mini-bars within guest rooms is available 24 hours per day.

3. Additional Provisions Applicable to Rooftop Operations

(a) Rooftop Access

The rooftop shall only be used for organized events as described in section 1.(e) above.

(b) No Rooftop Restaurant or Bar

The Applicant acknowledges that there is no rooftop restaurant, and that no permanent kitchen or bar are allowed on the rooftop. Any food staging area or temporary bar placed on the rooftop in connection with an organized event will be removed by the end of any night on which they are used.

(c) Rooftop Events

All rooftop events will take place in the central portion of the rooftop between the penthouse structures on the east and west sides of the rooftop. Any rooftop events that will continue past 10:00 pm will take place within a temporary structure that provides an additional layer of protection from noise by sufficiently enclosing the event space. Temporary structures are only allowed for events and must be removed within 48 hours following the event. Temporary structures shall only be assembled and disassembled between the hours of 9:00 am and 5:00 pm so as to minimize any disturbance to neighboring residents.

(d) Rooftop Occupancy

Rooftop occupancy (excluding hotel staff) shall be limited to 225 people.

(e) Rooftop Hours of Operation

Sunday through Wednesday: 9:00 am - 10:00 pm
Thursday: 9:00 am - 11:00 pm
Friday and Saturday: 9:00 am - 12:00 am (midnight)

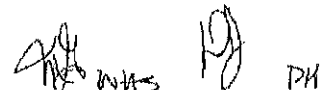
However, staff are permitted to remain on the rooftop for up to 30 minutes after the hours of operation for purposes of clean-up.

(f) Rooftop Hours of Alcoholic Beverage Sales, Service, and Consumption

Last call will be announced 40 minutes prior to the end of the applicable hours of operation for each organized event taking place on the rooftop. Alcoholic beverages will cease to be served 20 minutes prior to the end of the applicable hours of operation for each organized event taking place on the rooftop. Alcoholic beverages will cease to be consumed, and all guests will have exited the rooftop by the end of the applicable hours of operation for each organized event taking place on the rooftop.

(g) Rooftop Lighting

Exterior lighting shall not shine into neighboring residences. Neon lighting, strobe lighting, and search lights are not permitted.

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4. Ground-Level Seating Area

The Applicant is permitted to have an outdoor seating area at the ground-level, located on the north-east corner of the hotel grounds, where hotel guests can consume food or non-alcoholic beverages that they have purchased inside the hotel. No alcoholic beverages are permitted to be consumed in this area (or in any other outdoor area at the ground-level). Further, this area will not be served by wait staff, other than for purposes of clean-up. Hotel staff will regularly monitor this area to ensure that it remains in an orderly and clean condition at all times. The area will not hold seats and tables for more than 16 people. The hours of operation for this area will be from 7:00 am until 10:00 pm each day.

5. No Other Summer Gardens

- The Applicant acknowledges that there are no other summer gardens on the premises other than the rooftop and the ground-level seating area.

6. Noise

The Applicant acknowledges familiarity with and shall comply with all applicable noise-control provisions of District of Columbia law and regulations, including, but not limited to preventing emissions of sound, capable of being heard outside the premises, by any amplification device or other device or source of sound or noise, in accordance with D.C. Official Code section 25-725. Further the Applicant agrees to abide by all relevant provisions of the DC Noise Control Act of 1977 (DC Law 2-53), including 20 DCMR, Chapters 27 and 28, as amended.

Amplified music is not allowed on the rooftop or in any outdoor area at the ground-level. Further, the Applicant agrees to not place outside any speaker or electronic source of pre-recorded music, and to not place any inside speaker in such a way that it projects sound into outdoor space. Notwithstanding the two previous sentences, the Applicant is permitted to use an electronic source of pre-recorded music and speakers to provide background music during the ceremony portion of any wedding that is taking place on the rooftop. Acoustic instrumental music is allowed on the rooftop in connection with organized events, however, no brass instruments shall be used.

The Applicant will ensure that use of the rooftop and the ground-level seating area comply at all times with the DC noise ordinances listed above. Noise from the rooftop and from the ground-level seating area shall not be audible within any residences located within the boundaries of ANC1C, regardless of the zoning district in which such residences are located under the zoning regulations.

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Once the rooftop has been constructed, and once the temporary structure system for the rooftop has been established, the parties agree that they will meet to assess the sound characteristics of the rooftop event space. At the time of such assessments, the parties will arrange with local residents near the hotel to allow sound observations from within their residences. To the extent that the Applicant is able to demonstrate that noise can be appropriately contained within the confines of the rooftop (or within the confines of the temporary structure when erected), the parties will in good faith discuss whether any revisions to this noise section, as it applies to the rooftop, may be acceptable.

7. Recycling / Trash / Rodents

The Applicant will segregate and recycle cardboard, plastic, glass, and metal recyclables apart from trash in accordance with DC law.

Trash and recycling containers will be kept behind closed doors. The doors shall be kept closed except for the times for removal of trash and recycling. The doors may be opened for other loading or unloading associated with the hotel, but closed immediately after such loading or unloading. Removal of trash and recycling from the hotel shall not occur between the hours of 11:00 pm and 8:00 am. The Applicant will use all reasonable efforts to minimize noise associated with the disposal of trash and recycling into dumpsters between the hours of 11:00 pm and 8:00 am.

The Applicant will maintain regular trash and recycling removal service, regularly remove trash and recycling from the dumpster area, and ensure that the trash and recycling area remains clean. The Applicant will deposit trash only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. The Applicant will make every reasonable effort to eliminate food sources for rodents and help eliminate the rat population. The Applicant will provide for the proper removal of grease and fatty oils from the hotel and will not deposit grease or fatty oils in the trash dumpsters.

8. Exterior Including Public Space

The Applicant will assist in the maintenance of the alleyway and the space in front of the establishment, including any public space tree-box adjacent to the establishment, to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

The Applicant will use all reasonable efforts to prevent or disperse loitering or any other source of noise or disturbance in the areas adjacent to the hotel.

The Applicant will not place or cause to be placed any fliers, handbills or other similar advertisement in the public space, including on lampposts, street signs, or any vehicle parked in the public space in the Adams Morgan area.

9. **Valet Service**

The Applicant shall ensure that its valet service associated with the restaurant businesses, or event spaces used in conjunction with alcohol service, does not have negative impacts such as traffic congestion, honking of horns, illegal turning maneuvers, or unsafe driving practices by valet drivers on neighborhood streets, particularly Euclid Street NW, Champlain Street NW, and Columbia Road NW.


The Applicant will arrange overflow parking space at nearby garages, together with shuttle service, if the capacity of its garage will be exceeded due to the hosting of any events at the hotel.

[Remainder of page intentionally left blank.]

[Handwritten initials and signature]
1/11/16 PM

Accepted and agreed:

Adams Morgan Hotel Operator LLC



Name: Philip Hospod
Title: VP Development as authorized
 signatory

5/4/2016

Date

Advisory Neighborhood Commission 1C




Name: William Simpson
Title: Member, ABC & Public Safety Committee

5/4/2016

Date

The Reed-Cooke Neighborhood Association

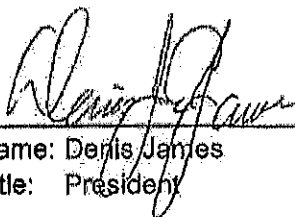


Name: Maureen Gallagher
Title: Acting President

5/4/2016

Date

The Kalorama Citizens Association



Name: Denis James
Title: President

5-4-2016

Date