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[Note to the reader: The Line DC Hotel has now applied for the license that will allow it to serve alcohol once it begins operations (expected in early 2017). As part of the alcohol licensing process, community stakeholders are given an opportunity to negotiate terms and conditions that will apply to a license. Such terms and conditions end up as part of a “settlement agreement” that is enforceable by the Alcoholic Beverage Control Board.

The draft settlement agreement below is under discussion and consideration by Advisory Neighborhood Commission 1C. The draft has been assembled principally from (i) limitations that the hotel agreed to in 2012 as part of the planned unit development process, and (ii) standard language that ANC1C generally seeks in its settlement agreements with alcohol serving establishments in Adams Morgan.

Discussions with the hotel’s representatives have been constructive. Provisions in the draft that are in black are provisions for which there appear to be consensus among the parties. Meanwhile, the provisions in the draft that are in blue are provisions that are known to be open for further discussion.

ANC1C’s ABC & Public Safety Committee will hold a public discussion of the draft at its next meeting on Wednesday, March 9th. In the meantime, members of the community are welcome to offer comments or suggestions on any of the provisions in the draft. Such feedback can be sent to any Commissioner of ANC1C. However, if possible, please also specifically notify the members of ANC1C’s ABC & Public Safety Committee:

Julie Seiwel: julie.seiwell@gmail.com
Ted Guthrie: tedguthrie3@gmail.com
Billy Simpson: simpson_billy@yahoo.com

Following the Committee meeting on March 9th, the objective will be to negotiate any revisions with the hotel in time to be able to approve a final version of the settlement agreement at ANC1C’s April 6th meeting.]

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Settlement Agreement for The Line DC Hotel

This agreement (the "Agreement"), made this [] day of [], 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 Applicant hereby agrees as follows:

Hotel Operations

Sale, Service, and Consumption of Alcohol

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

- A mezzanine-level restaurant within the former church building
- A lobby-level restaurant within the former church building
- Service to guests in the conference facilities
- Service to guests at the hotel pool
- Service on the rooftop (but only in connection with organized events as described below)
- Room service to guests

Food Service

Whenever the hotel restaurant(s) 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 patrons.

Entertainment

The Applicant agrees that entertainment at the hotel shall only occur (i) within the hotel lobby and restaurant areas of such a character and volume as is not disruptive to patrons dining, and (ii) in connection with organized events as described below.

No Nightclub Activity

The Applicant acknowledges that the hotel's operations do not include any activity that would require a CN license if such activity were being conducted at an establishment that did not have a CH license.

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Organized Events

No events are allowed that are open to the general public. Therefore, the only allowable events are: (i) family celebrations (for example weddings, birthdays, reunions, etc.), and (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, an organization hosting a fundraiser, or a trade group hosting a conference, etc.). Promoted or sponsored events where advertising is made to the general public, where tickets are sold to the general public (except for a charity or other such fundraiser), or where unaffiliated people are granted entry, are expressly prohibited.

Bar/Pub Crawls

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

Other Summer Garden

[Note to the reader: The hotel is planning to have some small tables and chairs on the property near the corner of Euclid and Champlain where hotel guests could sit and drink their coffee, etc. The tables would not be served by wait staff, and no alcohol would be permitted, but it appears that the space will likely still need to be reflected as a “summer garden” under ABRA regulations. The aforementioned limitations on use can be reflected in the settlement agreement.]

Interior Operations

Interior Hours of Operation of Hotel

24 Hours

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

Rooftop Operations

Rooftop Access

The rooftop will not be open to the general public. The rooftop can be used for organized events as described above, subject to the conditions below. The Applicant may also determine to allow hotel guests to access the rooftop, subject to the conditions below.

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 that are placed on the rooftop in connection with an organized event will be removed by the end of any night on which they are used.

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Rooftop Events

All rooftop events will be located 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.

Rooftop Occupancy

[Note to the reader: DCRA has calculated a limit of 460 people on the rooftop based on the egress capacity of the stairwell that serves the rooftop in the event of an emergency. The hotel has referenced this number in its ABRA application, however, the hotel's representatives have acknowledged that this would likely be an unpalatable figure for the community. Based on their operating experience at their Nomad property in New York, they are instead proposing an occupancy limit of 299.]

Rooftop Hours of Operation

[Note to the reader: The hours referenced below are the limits that the hotel agreed to in 2012 as part of the planned unit development process. So in the absence of some alternative agreement between the community and the hotel, these are the hours that will apply.]

[May through October]

Sunday through Thursday: Until 10:00 pm

Friday and Saturday: Until 12:00 am

However, organized events (as described below) may be hosted on Thursday and Sunday until midnight.]

[November through April]

Sunday through Thursday: Until 10:00 pm

Friday and Saturday: Until 11:00 pm

However, organized events (as described below) may be hosted on Sunday until 11:00 pm.]

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

Rooftop Hours of Alcoholic Beverage Sales, Service, and Consumption

Last call will be given 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 patrons will have exited the rooftop by the end of the applicable hours of operation for each organized event taking place on the rooftop.

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Rooftop Lighting

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

Noise

The Applicant acknowledges familiarity with and agrees to 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.

The Applicant agrees not to place outside in the public space any loudspeaker, tape player, CD player, or other electronic audio device, or to place any inside speaker in such a way that it projects sound into the public space.

The Applicant will ensure that rooftop use will comply at all times with the DC noise ordinances listed above. Rooftop noise shall not be audible from nearby residences. Amplified music is not allowed on the rooftop. Acoustic instrumental music is allowed only in connection with events, however, no drums or brass instruments shall be used.

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

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removal of grease and fatty oils from the hotel and will not deposit grease or fatty oils in the trash dumpsters.

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.

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.]

[Signature page to follow.]