

**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 The Protests of ANC 2B and the Group of Five or More Individuals in this matter are hereby **WITHDRAWN**;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:

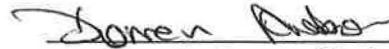
Section 4 (Rear Patio Amplified Music) – The language “no amplified music” shall be replaced with the language “no amplified live music entertainment.”

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

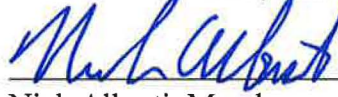
The parties have agreed to these modifications.

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

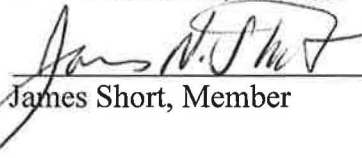


Donovan Anderson, Chairperson



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 14<sup>th</sup> 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 individuals<sup>1</sup> ("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.

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<sup>1</sup> 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.**

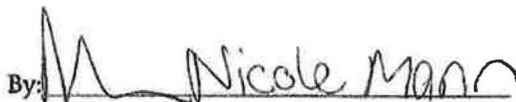
The Applicant acknowledges that the Protestants are relying on the foregoing commitments and will withdraw the protests that heretofore have been filed with the ABC Board. The parties jointly request that this Agreement be incorporated into the ABC Board's order approving the pending renewal of the Class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

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

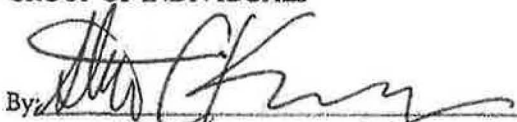
KHP IV DC TRS, LLC

By:   
Judith C. Miles  
Secretary

ADVISORY NEIGHBORHOOD COMMISSION 2B

By:   
Nicole Mann, Chairman

GROUP OF INDIVIDUALS

By:   
Steven Kameny  
Designated Representative

\_\_\_\_\_  
Meredith De Hart

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

**In the Matter of:**

Washington Park Hotel Association  
t/a Doubletree Hotel Park Terrace

Application for a Retailer's Class  
CH License (renewal)

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

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) Case No. 8653-99002P  
)  
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)

**Jeffrey Brooke and Meredith DeHart, Protestants**

**Alison Butts, General Partner, on behalf of Applicant**

**BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR  
VERA ABBOTT, MEMBER  
ALLEN BEACH, MEMBER  
ELLEN OPPER-WEINER, ESQUIRE, MEMBER  
MAX SALAS, MEMBER  
JOSEPH WRIGHT, MEMBER**

**ORDER ON WITHDRAWN PROTEST**

The application, having been protested, came before the Board for public hearing on November 25, 1998, in accordance with D.C. Code Section 25-115 (c)(5)(1999 Supp.), providing for the protestants to be heard. Jeffrey Brooke and Meredith DeHart filed timely opposition by a joint letter dated November 28, 1998.

The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated July 6, 1999, the protestants have agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned.

Accordingly, it is this 22nd day of September 1999, **ORDERED** that:

1. The protests of Jeffrey Brooke and Meredith DeHart, be, and the same hereby, are **WITHDRAWN**;

# VOLUNTARY AGREEMENT

Made this 6th of July, 1999, by and between

**WASHINGTON PARK HOTEL ASSOCIATION**  
t/a **DOUBLETREE HOTEL PARK TERRACE**

Represented by General Manager  
Tina Milosevic  
1515 Rhode Island Avenue, N.W.  
Washington, D.C. 20005  
("Applicant")

and

**JEFFERY BROOKE**  
1523 O Street, N.W.  
Washington, D.C. 20005  
("Protestant")

**MEREDITH DE HART**  
1528 O Street, N.W.  
Washington, D.C. 20005  
("Protestant")

**WHEREAS**, Applicant's application for reissuance of a Retailer's Class "CH" License (App. No. 8653) is pending before the District of Columbia Alcoholic Beverage Control Board ("Board"); and

**WHEREAS**, Jeffery Brooke and Meredith De Hart are recognized by the Board as protestants in said case; and

**WHEREAS**, Applicant and protestants mutually desire to resolve said protest;

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth below, and subject to the approval of this Agreement by the Board, the parties agree as follows:

1. Applicant will constantly monitor any parking in the alley to the rear of the Doubletree Hotel by its employees, utilizing disciplinary action as well as strict towing enforcement (attachment).
2. Applicant will contact all of its early morning vendors and request that they submit in writing that they will not deliver goods until after 8:00 a.m. unless suitable arrangements can be made for delivery through the front Rhode Island

Avenue, N.W. entrance or from a designated street loading zone and "walked" quietly to the kitchen door. Any vendor arriving prior to 8:00 a.m. will not drive trucks into the alley system.

3. Applicant will contact all vendors who utilize large or extra large trucks and advise them to park on 15<sup>th</sup> Street in the loading zone area.
4. Applicant will pursue a mutually advantageous agreement with the Jana Corporation t/a Quality Hotel (1315 16<sup>th</sup> Street, N.W.) for trash management and control. The following arrangements will be pursued with a licensed trash hauler:
  - a. Applicant will share two trash compactors with the Quality Hotel under an agreement between
  - b. Applicant and the Quality Hotel.
    - (1) The compactors will be located on property owned by the Quality Hotel where hotel dumpsters currently are located.
    - (2) Separate compactors will be provided for cardboard and for general trash.
    - (3) A deodorant accessory will be included in the compactor contract.
    - (4) Compactors will be removed and emptied as required so as to prevent the collection of uncontrolled trash in the area.
    - (5) Trucks used for transporting the compactors will be single axle trucks.
    - (6) Dumpsters currently used by the applicant and located partially on public space will be removed.
    - (7) Compactor area will be secured to prevent access by unauthorized individuals.
    - (8) Compactor area will be maintained free of trash, food waste, and other debris. Applicant will monitor the area daily.
    - (9) No collection will occur prior to 9:00 a.m.
    - (8) (Attachments)
  - c. Recycling containers for glass, plastic, and metals for both the applicant and the Quality Hotel will be located in a secure, fenced area at the rear of the Doubletree Hotel (applicant). Trucks collecting these items will be single axle trucks. No collection will occur prior to 9:00 a.m. The recycling bin area will be maintained free of trash, food waste, and other debris. Applicant will monitor the area daily.
5. Applicant will install, if available, a 10-foot tall fence at the rear of the Doubletree Park Terrace Hotel. Otherwise, Applicant will install a eight-foot tall fence. This fence will extend from the garage entrance to the fenced parking area behind the outdoor walled patio area. This fence will screen recycling bins from public view

and will partially screen cooling equipment currently located on I-beam platforms.

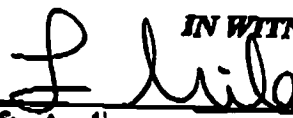
6. Applicant has installed timers on cooling equipment located on I-beam platforms at the rear of the hotel. These timers will be set so that cooling equipment will not be in operation during late evening hours.
7. Applicant, in good faith agrees that, at time of replacement of cooling equipment currently located on I-beam platforms at the rear of the hotel, Applicant will assess the feasibility of relocating replacement units to a roof location.
8. Applicant will continue to work closely and in good faith with the residential representatives to address the above concerns as well as any new concerns which may arise in the future.


In consideration of, and reliance upon, the foregoing commitments, and with the understanding that the stated conditions will be made part of Applicant's license, protestants hereby agree to withdraw their protest to the Applicant's Application Number 8653.


The Applicant acknowledges that any failure to adhere to the foregoing commitments will constitute grounds for protestants to petition the Board for revocation of Applicant's ABC license following a Show Cause Hearing pursuant to 23 DCMR 1513 or for violation of this Agreement. Protestants agree to notify Applicant in writing of any alleged violation of this Agreement and shall afford Applicant fourteen (14) calendar days to correct, or to begin to correct, the violation, prior to notifying the Board.

This Agreement shall not preclude protestants from exercising any other rights under the ABC statute or regulations, nor from challenging Applicant's compliance with any other District of Columbia laws or regulations not covered in this Agreement.

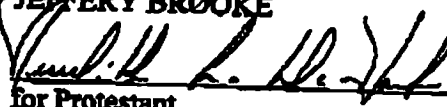
IN WITNESS WHEREOF, the parties have affixed hereunto their signatures:

  
 for Applicant  
 WASHINGTON PARK HOTEL ASSOCIATION  
 t/a DOUBLETREE HOTEL PARK TERRACE

  
 Print Name  
 Tiera Milosevic  
 Date  
 July 6 1999

  
 for Protestant  
 JEFFERY BROOKE

JEFFERY S. BROOKE  
 Print Name  
 Jeffrey S. Brooke  
 Date  
 July 6, 1999

  
 for Protestant  
 MEREDITH DE HART

Meredith L. De Hart  
 Print Name  
 Meredith L. De Hart  
 Date  
 July 6, 1999