



Advisory Neighborhood Commission 4A
Government of the District of Columbia

RESOLUTION #4A-06-05-24-02
Approving a Settlement Agreement and Supporting a Liquor License Application
for Building 82
Introduced by Commissioner Chris Hara, SMD 4A03
Adopted June 5, 2024

RESOLVED:

Advisory Neighborhood Commission 4A approves and agrees to become a signatory to the attached Settlement Agreement with Building 82, 6810 Cameron Drive, NW., ABCA # 128445.

FURTHER RESOLVED:

Advisory Neighborhood Commission 4A recommends that Building 82's application for a Class C Restaurant liquor license be approved.

FURTHER RESOLVED:

Commissioner Chris Hara, representing SMD 4A03, is hereby authorized to serve as the Commission's representative relating to this license application and settlement agreement.

FURTHER RESOLVED:

That, in the event the designated representative Commissioner cannot carry out his/her/their representative duties for any reason, the Commission authorizes the Chairperson to designate another Commissioner to represent the Commission in all matters relating to this resolution.

ADOPTED by voice vote at a regular public meeting (notice of which was properly given, and at which a quorum of six of seven members was present) on June 5, 2024, by a vote of 6 yes, 0 no, 0 abstain.

Candace Tiana Nelson, Chair

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT made this 5th day of June 2024 by and between Building 82 (Applicant) and ADVISORY NEIGHBORHOOD COMMISSION 4A (ANC 4A).

WITNESSETH:

WHEREAS, pending before the District of Columbia Alcohol Beverage Control Board (ABC) is Applicant's request for a new Class C License for the premise located at 6810 Cameron Drive, NW, and has submitted an ABCA Application; and

WHEREAS, the Building 82 is located in close proximity to residences at the Parks at Walter Reed and;

WHEREAS, the parties desire to enter into a Settlement Agreement setting forth certain understanding regarding Applicant's operations;

NOW, THEREFORE, the Applicant and ANC 4A agree that the Settlement Agreement includes the following requirements:

1. The hours of operation and sale of alcohol for the restaurant:
 - a. **HOURS OF OPERATION AND ALCOHOLIC BEVERAGE SALES, SERVICE, AND CONSUMPTION INSIDE OF THE PREMISES.**
 - i. Alcohol service shall be permitted inside Sunday through Saturday 8 am to 2 am and outside Sunday through Thursday 8 am – 10:30 pm and Friday and Saturday 8 am - 11:30 pm.
 - ii. LAST CALL for alcohol service will be 30 minutes before closing.
 - iii. Limited food service shall be available until at least one (1) hour before closing.
 - iv. NOTWITHSTANDING the forgoing, Applicant shall be allowed to stay open the maximum allowable hours on those days when the laws governing Alcoholic Beverage Regulation Administration (ABRA) licensed establishments allow for such (e.g. New Year's Eve, Inauguration).
 - b. **HOURS OF FOOD AND ALCOHOL FOR CARRY-OUT AND DELIVERY.**
 - i. Carry-out sales and delivery shall be authorized for only between the hours of 8:00 am and 10:00 pm, 7 days a week.
 - ii. Each carry-out or delivery order of an alcoholic beverage authorized under this agreement shall be accompanied by one or more food items. Alcohol carry-out must be in sealed/closed containers.

2. The hours of operation for Live Entertainment:
 - a. **HOURS OF LIVE ENTERTAINMENT INSIDE AND OUTSIDE PREMISES.** The hours for live entertainment are Sunday – Saturday, 10 am to 9 pm.
 - b. Amplification of live or recorded music and vibrations, whether inside or outside, will not exceed Department of Licensing and Consumer Protection mandated limits. All sound coming from within the premises must be directed away from Cameron Drive and additionally buffered on the premises.
3. Outdoor seating and service.
 - a. **HOURS of OUTDOOR SEATING.** Applicant may use outdoor seating space for food service and social gatherings between normal business hours, as stated above.
 - b. **Noise** emanating from Applicant’s outdoor seating space must remain within the Department of Licensing and Consumer Protection mandated limits.
 - c. Outdoor seating areas with the service of alcohol must be closed by either fence or planter boxes.
4. Security. Applicant shall employ an adequate number of staff during hours of operations to include an ABC licensed manager/employee when alcohol is served.
5. Trash and Rodent Control.
 - a. Applicant shall provide adequately sized trash containers for the permitted use. Applicant shall either engage a commercial trash removal service to remove trash no less than twice per week or shall utilize the trash storage and removal facilities within the building provided that such removal occurs no less than twice a week.
 - b. Trash containers must have lids that prevent pests from entering trash containers.
 - c. Applicant shall hire and maintain professional pest control services.
 - d. Applicant shall take all reasonable measures to ensure that the immediate environs, as defined in 23 DCMR 720.2 of Applicant's establishment are kept free of litter and debris. Applicant shall clean its immediate environs within a reasonable time of opening, periodically as needed during the hours of operation, and within one (1) hour after closing.
6. Occupancy Permit. Applicant will comply with its Occupancy Permit.
7. Complaints. Applicant agrees to work in good faith with any Protestants to

resolve any problems arising from the operation of the business. If Applicant of the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code 25- 446(3).

8. Copy of License. Applicant agrees to provide notice to ANC 4A by certified mail, return receipt requested or by hand delivery, of any proposed transfer of its Class C License or a change in its operation/management before any transfer or change is implemented.
9. Availability of Settlement Agreement. This Settlement Agreement shall be made available by the applicant/licensee to any member of the ABCA Board, any ABCA investigator, or any member of the Metropolitan Police Department and be given full opportunity to examine, at any time during business hours.
10. Notices. ANC 4A agrees to inform the applicant by certified mail, email, or by hand delivery, of any breach in respect to the agreement.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the day and date first written above.

APPLICANT:



Josh Saltzman, Managing Partner, Hideaway LLC

ADVISORY NEIGHBORHOOD COMMISSION 4A:

Candace Tiana Nelson, Chair, Commission, 4A