

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

In the Matter of:)

Wheelhouse, LLC)
t/a Chloe)

Holder of a)
Retailer's Class CR License)

License No.: ABRA-106997

Order No.: 2018-127

at premises)
1331 4th Street, SE)
Washington, D.C. 20003)

Wheelhouse, LLC, t/a Chloe (Licensee)

Meredith Fascett and Dr. Coralie Farlee, on behalf of Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Donald Isaac, Sr., Member
Bobby Cato, Member
Rema Wahabzadah, Member

ORDER ON AMENDMENT TO COOPERATIVE AGREEMENT


The official records of the Alcoholic Beverage Control Board (Board) reflect that Wheelhouse, LLC, t/a Chloe (Licensee), and ANC 6D entered into Cooperative Agreement (Agreement), dated September 11, 2017, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Cooperative Agreement (Amendment), dated March 19, 2018, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Meredith Fascett and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Amendment.

Accordingly, it is this 28th day of March, 2018, **ORDERED** that:

1. The above-referenced Amendment to Cooperative Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6D.

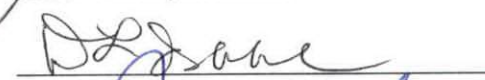
District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


Nick Alberti, Member


Mike Silverstein, Member


James Short, Member


Donald Isaac, Sr., Member


Bobby Cato, Member

Rema Wahabzadah, 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).

**Advisory Neighborhood
Commission 6D**

1101 4th Street S.W., Suite W130,
Washington, DC 20024-

ANC Office: 202 554-1795 ■ FAX: 202
554-4774

office@anc6d.org

AMENDMENT #1 TO COOPERATIVE AGREEMENT

THIS AMENDMENT TO COOPERATIVE AGREEMENT is made on this 19th day of March, 2018, by and between Wheelhouse, LLC, t/a Chloe, 1331 4th Street, SE, CR License #106997 (licensee) and Advisory Neighborhood Commission 6D (ANC6D) the ANC ("The ANC"), collectively, the Parties. This amendment modifies the Cooperative Agreement dated September 11, 2017, between Wheelhouse, LLC and ANC6D finalized by ABC Board Order 2017-471, dated September 20, 2017.

RECITALS

WHEREAS, Licensee and ANC6D entered into new Cooperative Agreement dated September 11, 2017, for an establishment located at 1331 4th Street SE, Washington, D.C. 20003, and

WHEREAS, the Cooperative Agreement dated September 11, 2017, provided for the following in the first whereas clause in the Preamble:

"Applicant has applied for a License Class CR for a business establishment ("Establishment") serving spirits, wine, and beer and American food, including indoor space, and a summer garden area, with no entertainment, dancing, or cover charge endorsement located at 1331 4th Street, SE, Washington, D.C. 20003 ("Premises"); and

WHEREAS, the Cooperative Agreement dated September 11, 2017 provided for the following in paragraphs 2, 3, 4, and 5:

"2. Nature of the Business. The Applicant will manage and operate an Establishment serving spirits, wine, and beer, offering a full service restaurant with American food. The Establishment will have occupancy of 106 seats indoors and 34 seats in the summer garden located in front of the Establishment. There may be prerecorded music in the interior space. There shall be no Entertainment, dancing, or cover charge endorsement unless approved by the Board with notice to the community as required by D.C. Code § 25-421 and § 25-422. Establishment shall not participate in pub crawls. No signage shall have flashing lights.

"3. Hours of Operation and Sales.

The hours of operation, selling, serving and consuming alcohol in the indoor space shall not exceed:

Sunday through Thursday: 8:00 a.m.- 2:00 a.m.,

Friday and Saturday: 8 :00 a.m.- 3:00 a.m.

The hours for **operation, selling, serving, and consuming alcohol** in the
summer garden area shall not exceed:

Monday through Friday: 8:00 a.m. to 12:00 a.m.; and

Saturday and Sunday: 9:00 a.m. to 12:00 a.m.

And provided for the following Summer Garden occupancy:

“4. Floors Utilized and Occupancy. The Applicant will operate its
Establishment on the first floor and summer garden area of the building. The
Certificate of Occupancy will state the seating and occupant load; however, the
Establishment will not exceed a total indoor occupancy of 106 and a summer
garden with capacity of a maximum of 34 patrons.

“5. Summer Garden. Applicant plans to provide seating for 34 patrons in the
summer garden. There shall be no pre-recorded music in or piped to the
summer garden area.”

WHEREAS, the Parties request that the Alcoholic Beverage Control Board approve this
Amendment #1 to Cooperative Agreement conditioned upon the Licensee’s compliance with the
terms of this written Amendment and the previously executed Cooperative Agreement and
referenced Board Order and ABRA License; and

NOW, THEREFORE, in consideration of the recitals set forth above, it is mutually
understood and agreed by and between the undersigned Parties to amend the previously executed
Agreement as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. The Cooperative Agreement dated September 11, 2017 is **modified to reflect public vs. private space delineations and occupancy, as follows:**

a. In the first whereas clause in the Preamble of the Cooperative Agreement, strike
“summer garden” and replace with “summer garden and sidewalk cafe”;

b. In Paragraph 2, strike “summer garden” and replace with “summer garden and
sidewalk cafe”;

c. In Paragraph 3, strike “summer garden” and replace with “summer garden and
sidewalk cafe”;

d. Paragraph 4 shall be modified to read as follows: ***“4. Floors Utilized and Occupancy.***
The Applicant will operate its Establishment on the first floor and summer garden area of the
building, and in a sidewalk cafe adjacent to the summer garden. The Certificate of

Occupancy will state the seating and occupant load; however, the Establishment will not exceed a total indoor occupancy of 106 seats, and may have a summer garden with maximum occupancy of 10 seats and a sidewalk cafe with a maximum occupancy of 24 seats.”

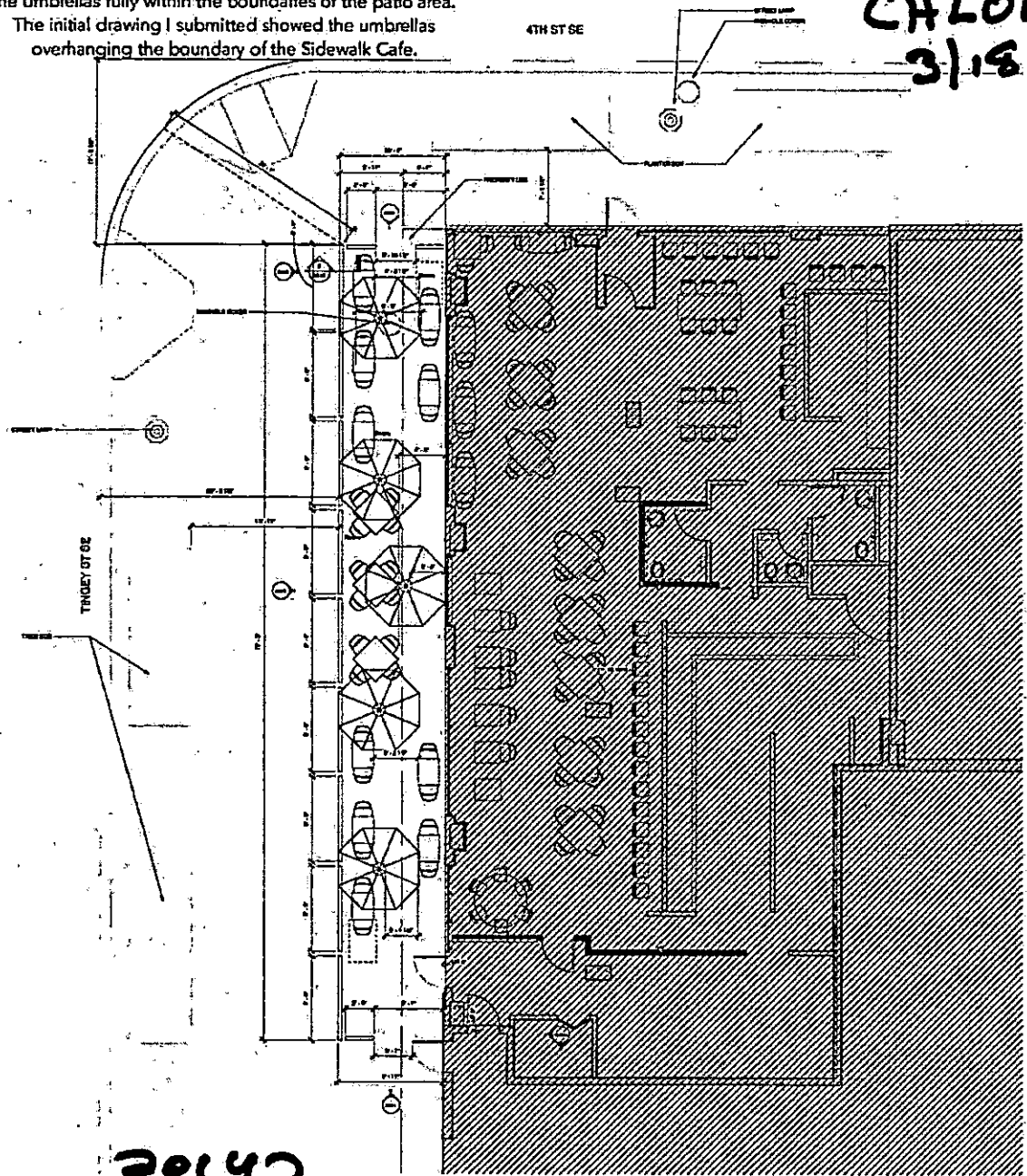
e. Paragraph 5 shall be modified to read as follows: “5. **Summer Garden and Sidewalk Cafe.** Applicant plans to provide seating for up to 10 patrons in the summer garden and up to 24 patrons in the sidewalk cafe. The Summer Garden and Sidewalk Cafe shall be enclosed with appropriate barriers to delineate the space designated for the outdoor seating from the adjacent areas, and may include such things as shrubbery or fencing with vines; or bushes, vines or trees in planters. No barrier is required between the Summer Garden and the Sidewalk Cafe. There shall be no pre-recorded music in or piped to the Summer Garden or Sidewalk Cafe area.”

3. **Compliance with ABRA Regulations.** Licensee promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations and all other provisions applicable to liquor licenses.
4. **Agreement Otherwise Unamended.** Except as otherwise provided herein, the terms and conditions of the previously executed Cooperative Agreement, Amendment #1 to the Cooperative Agreement, Board Order, and License are expressly reaffirmed and remain in full force and effect.

FOR ANC6D		FOR LICENSEE	
Chair, ANC6D:		Wheelhouse, LLC v/a Chloe	
<u>Meredith Fascett</u>	<u>3/19/18</u>	<u>[Signature]</u>	<u>2-22-2018</u>
Meredith Fascett, ANC6D07	DATE	Haidar Karoum,	DATE
		Member	
<u>Coralie Farlee</u>	<u>3/19/18</u>		
Coralie Farlee, Chair, ABC Committee	DATE		

Note to Reviewers: This drawing has been revised to show the umbrellas fully within the boundaries of the patio area. The initial drawing I submitted showed the umbrellas overhanging the boundary of the Sidewalk Cafe.

CHLOE
3/18



chloe

OCCUPANCY CALCULATIONS PER IBC DISTANCE TABLE

GROUND LEVEL AREA

SAR STOOLS 877 SF	SAR STOOLS 877 SF 77 SEAT/PER OCCU = 34 OCC	34
BAR SEATING 126 SF	BAR SEATING TABLES 126 SF 133 SEAT/PER OCCU = 17 OCC	17
BAR STOOL 87 SF	BAR STOOL TABLES 87 SF 118 SEAT/PER OCCU = 13 OCC	13
KITCHEN 100 SF	KITCHEN 100 SF 7.25 SEAT/PER OCCU = 8 OCC	8
BALANCE OF AREA 708 SF	708 SF 1.00 SEAT/PER OCCU = 8 OCC	8
TOTAL SEATING OCCUPANCY		70

PATIO FLOOR AREA SEATING OCCUPANCY PER IBC DISTANCE TABLE

PATIO SEATING 488 SF	BAR SEATING TABLES 488 SF 19 SEAT/PER OCCU = 32 OCC	32
TOTAL SEATING OCCUPANCY		102

PLUMBING PLATYPUS CODE

RESTAURANT OCCUPANT LOAD 100

TOTAL OCCUPANT LOAD	100 PER 100 SF	100
50% MAINTENANCE	50 PER 100 SF	50
50% FIREWORKS	50 PER 100 SF	50

ACCESSIBILITY REQUIREMENTS

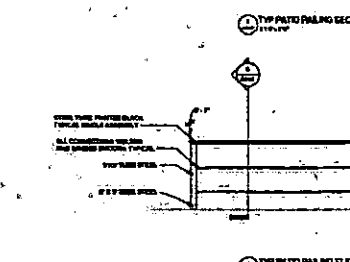
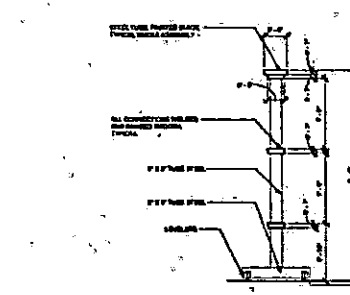
SEATING:
THE TOTAL GROUND FLOOR AREA ALLOTTED FOR SEATING AND TABLES IS ACCESSIBLE.

SEATING SURFACES:
AT LEAST ONE SEAT WITH LESS THAN ONE OF THE SEATING AND STANDING SURFACES SHALL BE ACCESSIBLE. THE SEATING SURFACES TO WHICH THESE FLOOR IS ACCESSIBLE, SEE PLAN. SEATS ARE PROVIDED.

EXTENSION SEATING IS IN, THEREFORE, SEATS NEED TO BE ACCESSIBLE. SEE PLAN. SEATS ARE PROVIDED.

THE LEVEL PATIO FLOOR AREA IS:

- INDICATED ACCESSIBLE SEAT (S OF SP) SPACE
- SEAT (S OF SP) SPACE
- PROVIDED SEATING, SEAT (S OF SP) SPACE



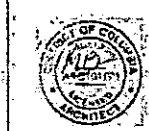
CHLOE
3/18

designCASE

PROJECT:
1. Project Name
2. Project Address
3. Project City/State/Zip
4. Project Phone/Fax
5. Project Email
6. Project Website

CLIENT:
1. Client Name
2. Client Address
3. Client City/State/Zip
4. Client Phone/Fax
5. Client Email
6. Client Website

DESIGNER:
1. Designer Name
2. Designer Address
3. Designer City/State/Zip
4. Designer Phone/Fax
5. Designer Email
6. Designer Website



DATE: 03-18-18

PROJECT: PATIO PLAN

PROJECT NUMBER: 03-18-18

DATE: 03-18-18

DESIGNER: CHLOE

PATIO PLAN AD10

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

In the Matter of:

Wheelhouse, LLC
t/a Chloe

Applicant for a New
Retailer's Class CR License

at premises
1331 4th Street, SE
Washington, D.C. 20003

License No.: ABRA-106997
Order No.: 2017-471

Wheelhouse, LLC, t/a Chloe (Applicant)

Andy Litsky and Dr. Coralie Farlee, on behalf of Advisory Neighborhood Commission (ANC)
6D

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Jake Perry, Member
Donald Isaac, Sr., Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Wheelhouse, LLC, t/a Chloe (Applicant), and ANC 6D entered into a Settlement Agreement (Agreement), dated September 11, 2017, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Andy Litsky and Dr. Coralie Farlee, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 20th day of September, 2017, **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 and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board



Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Jake Perry, Member



Donald Isaac, Sr., 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 ("Agreement") is made on this 11th day of September 2017 by and between Wheelhouse, LLC t/a Chloe ("Applicant"), at 1331 4th Street, SE, Washington, DC 20003 ABRA License # 106997 and Advisory Neighborhood Commission 6D ("the ANC"), (collectively, the "Parties").

PREAMBLE

Through this agreement both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

WITNES ETH

WHEREAS, Applicant has applied for a License Class CR for a business establishment ("Establishment") serving spirits, wine, and beer and American food, including indoor space, and a summer garden area, with no entertainment, dancing, or cover charge endorsement located at 1331 4th Street, SE, Washington, D.C. 20003 ("Premises"); and

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the establishment within the ANC on (1) peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties agree as follows:

1. ***Recitals Incorporated.*** The recitals set forth above are incorporated herein by reference.
2. ***Nature of the Business.*** The Applicant will manage and operate an Establishment serving spirits, wine, and beer, offering a full service restaurant with American food. The Establishment will have occupancy of 106 seats indoors and 34 seats in the summer garden located in front of the Establishment. There may be prerecorded music in the interior space. There shall be no Entertainment, dancing, or cover charge endorsement unless approved by the Board with notice to the community as required by D.C. Code § 25-421 and § 25-422. Establishment shall not participate in pub crawls. No signage shall have flashing lights.

3. ***Hours of Operation and Sales.***

The hours of operation, selling, serving and consuming alcohol in the indoor space shall not exceed:

Sunday through Thursday: 8:00 a.m.- 2:00 a.m.,

Friday and Saturday: 8:00 a.m.- 3:00 a.m.

The hours for operation, selling, serving, and consuming alcohol in the summer garden area shall not exceed:

Monday through Friday: 8:00 a.m. to 12:00 a.m.; and

Saturday and Sunday: 9:00 a.m. to 12:00 a.m.

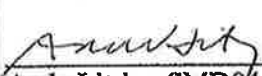
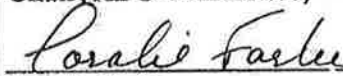

4. ***Floors Utilized and Occupancy.*** The Applicant will operate its Establishment on the first floor and summer garden area of the building. The Certificate of Occupancy will state the seating and occupant load; however, the Establishment will not exceed a total indoor occupancy of 106 and a summer garden with capacity of a maximum of 34 patrons.
5. ***Summer Garden.*** Applicant plans to provide seating for 34 patrons in the summer garden. There shall be no pre-recorded music in or piped to the summer garden area.
6. ***Parking Arrangements.*** It is a concern of the ANC that the Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. The Applicant shall notify patrons (through a website or other means) that there is limited parking in the vicinity and shall provide information about public transportation.
7. ***Noise and Privacy.*** Applicant shall strictly comply with D.C. Official Code § 25-725 and to that end shall use various means including making architectural improvements to the property and take reasonable actions and mitigation efforts to ensure that music, noise and vibration from the Establishment are not audible in any residential premises as prohibited by law. Options for noise mitigation can include: awning(s), shrubbery, cinderblock or wooden walls (perhaps with vines), trees in planters, fountains with running water, or other muting or muffling objects.
Applicant shall inform its patrons by signage or other means to be respectful of the residential neighborhoods upon exiting the Establishment.
Applicant shall receive all deliveries of food, beverages, and supplies during hours between 7:00 a.m. and 7:00 p.m. Mondays to Saturdays. No deliveries excepting fresh bread products, fresh produce, and seafood shall be accepted on Sundays.
8. ***Public Space and Trash.*** The Applicant shall participate in the building's trash removal and storage program. Trash and dumpster areas maintained by the Applicant shall be kept clean. The Applicant shall take commercially reasonable measures to enclose its dumpsters and keep dumpster lids tightly closed and incapable of being entered by rodents, in order to limit odors and help control pest and rodent population. Applicant shall take commercially reasonable measures to ensure that the area around the dumpster is kept

Wheelhouse, LLC t/a Chloe, ABRA #106997, 1331 4th Street, SE,
Washington, DC 20003 and ANC6D, September, 2017

Attn: Chair, ANC
Phone: (202) 554-1795
e-mail: office@ANC6D.org

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

13. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest of the Applicant's pending license application.

The ANC:	APPLICANT:
<p>Chair, ANC6D</p> <p> <u>9/11/17</u> Date</p> <p>Andy Litsky, SMD04 Chair, ABC Committee, ANC6D</p> <p> <u>9/11/17</u> Date</p> <p>Coralie Farlee Date</p>	<p>Wheelhouse, LLC t/a Chloe</p> <p>By:  <u>9.9.2017</u> Date</p> <p>Haider Karoum Member</p>



Near Southeast/Southwest

Advisory Neighborhood Commission 6D

ALCOHOLIC BEVERAGE

SEP 12 2017

September 11, 2017

1101 Fourth Street, SW
Suite W 130
Washington, DC 20024
202.554.1795
Email: office@anc6d.org
Website: www.anc6d.org

Donovan Anderson, Chair
c/o Martha Jenkins, General Counsel
Alcohol Beverage Control Board
2000 14th Street, NW, Suite 400S
Washington, DC 20009

OFFICERS

Chairperson
Andy Litsky

Vice Chairperson
Cara Lea Shockley

Secretary
Gail Fast

Treasurer
Meredith Fascett

Re: ANC6D recommendation for new CR License and Cooperative Agreement for Wheelhouse, LLC t/a Chloe, ABRA # 106997, at 1331 Fourth Street, SE

Dear Mr. Anderson:

At its regularly scheduled, properly noticed meeting on September 11, 2017, with a quorum present, the Advisory Neighborhood Commission 6D voted 6 to 0 to 0 support the new license and voted 6 to 0 to 0 to recommend that the ABC Board approve the attached Cooperative Agreement for Potomac Distilling Company.


COMMISSIONERS

- SMD 1 Gail Fast
- SMD 2 Cara Lea Shockley
- SMD 3 Ronald R. Collins
- SMD 4 Andy Litsky
- SMD 5 Roger Moffatt
- SMD 6 Rhonda Hamilton
- SMD 7 Meredith Fascett

We expect that this new establishment will be a good addition to the developing Southeast Navy Yard/Nationals Ballpark area.

Please contact Commissioner Litsky (at the number above) or Dr. Coralie Farlee, Chair, ABC Committee, ANC6D at 202-554-4407, cfarlee@mindspring.com if you have any questions or concerns.

Sincerely,


Andy Litsky, Chair
ANC6D


Coralie Farlee, Chair
ABC Committee, ANC6D

Attachment: CA