

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:)
)
Whitlow's on Water, LLC)
t/a Whitlow's on Water)
)
Applicant for a New)
Retailer's Class CX Marine Vessel License)
)
at premises)
1492 4th Street, SE)
Washington, D.C. 20003)
)

License No.: ABRA-127624
Order No.: 2024-301

Whitlow's on Water, LLC, t/a Whitlow's on Water, Applicant

Edward Daniels, Chairperson, Advisory Neighborhood Commission (ANC) 8F

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Silas Grant, Jr., Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage and Cannabis Board (Board) reflect that Whitlow's on Water, LLC, t/a Whitlow's on Water (Applicant), Applicant for a New Retailer's Class CX Marine Vessel License, and ANC 8F have entered into a Cooperative Agreement (Agreement), dated March 19, 2024, that governs the operations of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Edward Daniels, on behalf of ANC 8F, are signatories to the Agreement.

Accordingly, it is this 1st day of March 2024, **ORDERED** that:

1. The above-referenced Cooperative 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 2 (Nature of the Business) – This Section shall be modified to read as follows: “Applicant has applied to operate a marine vessel serving spirits, wine, and beer. The Establishment may have an entertainment endorsement.”

Section 8 (Outdoor advertising, billboards, and signs) – Second sentence shall be modified to read as follows: “The light from any illuminated sign shall be diminished, shaded, shielded, or directed in a way that the light intensity or brightness shall not be directed into the homes of residents.”

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocx.com
Donovan Anderson
Key: ac43cb8689d5f69e4e730069d1dccc8

Donovan Anderson, Chairperson

eSigned via SeamlessDocx.com
James Short
Key: 547ae373f820de6ac8d1b332d2049ec

James Short, Member



Silas Grant, Jr., Member

Pursuant to D.C. Official Code § 25-433(d)(1) (applicable to alcohol matters) or 22-C DCMR § 9720 (applicable to medical cannabis matters), 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 and Cannabis Administration, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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 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 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).

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1492 4th Street SE, Washington, DC 20003



Advisory Neighborhood
Commission 8F

80 M Street SE, Suite 100
Washington, DC 20003

8F@anc.dc.gov

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this **19th day of March 2024**, by and between Whitlow's On Water ("Applicant"), at 1492 4th Street SE, Washington, DC 20003 (ABCA 127624), and Advisory Neighborhood Commission 8F ("the ANC") (collectively, the "Parties").

PREAMBLE

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

WITNESSETH

WHEREAS, Applicant has applied for a Retailer Common Carrier Class "C" ABCA License for a floating marine vessel establishment ("Establishment") serving spirits, wine, and beer, with covered space docked at 1492 4th Street SE, Washington, DC 20003 ("Premises"). The application includes a request for an Entertainment Endorsement.

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

WHEREAS, in lieu of a continued protest filing by the ANC, the Parties are desirous of entering into a Cooperative 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 peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726 and to eliminate the need for a Protest Hearing regarding the license application;

WHEREAS, all Parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. The Parties agree that any substantial change in operations is considered of great concern to the community which they may bring to the attention of the ABCA Board;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ALCOHOLIC BEVERAGE AND CANNABIS ADMINISTRATION ("ABCA Board") approve Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

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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.** Applicant will manage and operate a marine vessel serving spirits, wine, and beer. The Establishment shall have an entertainment endorsement.
3. **Floors Utilized and Occupancy.** Applicant will operate its establishment on a 50-foot small pontoon passenger vessel. The Establishment will have no more than 49 seats inside, and the maximum occupancy of the Establishment shall not exceed 51 persons.
4. **Hours of Operation, Entertainment, and Sales, Service & Consumption of Alcoholic Beverages.**

While not required for Common Carrier applications:

Applicant's interior Hours of Operation shall not exceed:

Sunday through Thursday: 8:00am - 2:00 am
Friday through Saturday: 8:00 am - 3:00 am

Applicant's interior Hours of Sales, Service & Consumption of Alcoholic Beverages shall not exceed:

Sunday through Thursday: 8:00am - 2:00 am
Friday and Saturday: 8:00 am - 3:00 am

Applicant's interior Hours Live Entertainment shall not exceed:

Sunday through Thursday: 8:00am -1:00 am
Friday through Saturday: 8:00am - 2:00 am

Provided that: (a) on days designated by the ABCA Board as "Holiday Extension of Hours," applicant may avail itself of the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABCA Board grants Licensees in general extended operating hours and hours of sales, service, and consumption of alcoholic beverages (such as for Inauguration), Applicant may avail itself of such extended hours; and (c) on January 1 of each year Applicant may operate and sell, serve, and permit the consumption of alcoholic beverages until 4:00am. The ANC will not object to Applicant applying for a One Day Substantial Change, in accordance with District law, to extend the hours of Entertainment on

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the interior premises until 15 minutes prior to closing on evenings that fall within the aforementioned exceptions to the standard hours.

5. **Prohibited Practices.** Applicant shall not knowingly allow the use of its Premises as part of an organized pub crawl or as an organized event intended to promote the organized, commercial travel of large groups of individuals between licensed premises for the primary purpose of consuming alcoholic beverages at more than one premise.

No alcoholic beverages purchased from the Applicant's Establishment by a consumer shall be permitted to leave the premises unless packaged as "to go" or "carry-out" as permitted by Title 25 of the D.C. Code, Title 23 of the D.C. Municipal Regulations, and other applicable laws and regulations.

6. **Parking.** Because there is limited parking in the vicinity, it is a concern of the ANC that Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. Applicant shall make reasonable efforts to inform patrons of transportation options (e.g., on Applicant's website) other than transportation that requires parking. Applicant shall not knowingly accept deliveries from vendors parked illegally.

7. **Noise and Privacy.** Applicant shall keep all exterior doors and windows closed while Entertainment is being provided except for normal ingress and egress. The ingress and egress should not be placed in a permanently open position at any time during live entertainment.

Applicant shall comply with D.C. Code§ 25-725 and to that end shall use commercially reasonable means, which may include architectural improvements subject to Landlord's approval, to the property and taking reasonable, necessary actions, to ensure that music, noise, and vibration from the Establishment, subject to exceptions in D.C. Code§ 25-725, are not audible in any residential premises other than the Establishment.

8. **Outdoor advertising, billboards, and signs.** No sign shall be erected in such a manner as to create a traffic hazard such as when its location interferes with traffic sight distances, traffic flow, or the visual access to the name or address of a nearby business or residence or a street or traffic sign; its color, configuration, text or location are such that they could be mistaken for or otherwise imitate a traffic sign or signal; or it is located in the public right-of-way and impeding pedestrians. The light from any illuminated sign shall be diminished, shaded, shielded, or directed in a way that the light intensity or brightness shall not be objectionable to surrounding residents. No sign shall have blinking, flashing, or fluttering lights or other illuminating device which has a changing light intensity, brightness, or color. Beacon lights, search lights, and signs which intentionally rotate, spin, or otherwise move shall not be permitted.

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9. **Public Space and Trash.** No containers, cups, bottles/cans, etc. shall be permitted to leave the Premises regardless of content, excepting food and beverages packaged "to go. Applicant shall not dispose of glass bottles outside of the establishment after 11:00 p.m. Applicant shall take reasonable measures to ensure that that the immediate environs of the premises are kept free of litter and debris, including the sidewalks or other public property immediately adjacent to the premises or adjacent to the property used by Applicant to conduct its business.

10. **Rats and Vermin Control.** Applicant shall ensure that rat and vermin control for its property is provided. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are no garbage or odors from the establishment's operations present the following morning.

11. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant shall take reasonable, necessary steps to minimize problems of and public drinking, including, maintaining contact and cooperating with Metropolitan Police Department ("MPD") and other enforcement officials. Applicant shall cooperate with MPD in the investigation of criminal offenses within and immediately around the business and shall take reasonable efforts to have sufficient security cameras in place which cover the areas of the interior Premises where alcoholic beverages are served and consumed.

12. **License Ownership and Compliance with ABCA Regulations.** Applicant promises to the ANC that it shall abide by all ABCA regulations regarding the ownership of the license and all other provisions applicable to liquor license Applicants and agrees that the ANC shall have standing to ask the ABCA Board to enforce any violations of the agreement. It is not intended that a violation of any DC law or regulation also be considered a violation of this agreement.

13. **Participation in the Community.** Applicant is encouraged to maintain open communication with the ANC and the community for which it acts. Applicant shall have a copy of this Agreement and any amendments on the Premises or shall provide an electronic version within 48 hours upon request.

14. **Notice and Opportunity to Cure.** In the event that any of the Parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant 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 within 30 days diligently pursue such cure) failure shall constitute a cause for filing a complaint with the ABCA Board pursuant to D.C. Official Code § 25-446.

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If to Applicant:
Whitlow's On Water
1015 N George Mason Dr.
Arlington, VA 22205-2500
phone: 202.656.3336
e-mail: Jacks@SeaSuiteCruises.com

If to the ANC:
Advisory Neighborhood Commission 8F
80 M Street SE, Suite 100
Washington, DC 20003
Attn: Chair, ANC SF phone: (202) 930-3720
e-mail: 8f@anc.dc.gov

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 ABCA Board or any other enforcement action.

15. **No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABCA Board, and in reliance thereupon, the ANC shall refrain from filing a protest against Applicant's ABCA license application as it pertains to the substantial change to add an entertainment endorsement.

16. **Entire Agreement.** This Agreement is intended to replace in its entirety any and all previously existing settlement agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.

17. **Counterpart; Facsimile Signature.** This Agreement may be executed in two or more counterparts which together shall constitute a single agreement. Execution of this Agreement may be made by an electronically transmitted signature which, for all purposes, shall be deemed to be an original signature.

[Signatures on the following page]

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Acknowledged and agreed to by:

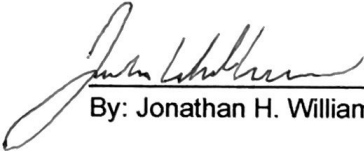
THE ANC



By: Edward Daniels, ANC 8F Chairperson

Dated: 3/19/24

Whitlow's On Water



By: Jonathan H. Williams, Managing Member

Dated: 03/25/24



By: John Walten, Managing Member

Dated: 03/25/24