

**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.

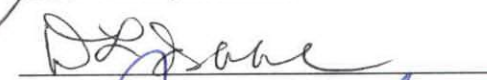
District of Columbia
Alcoholic Beverage Control Board


Donovan Anderson, Chairperson


Nick Alberti, Member


Mike Silverstein, Member


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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.”

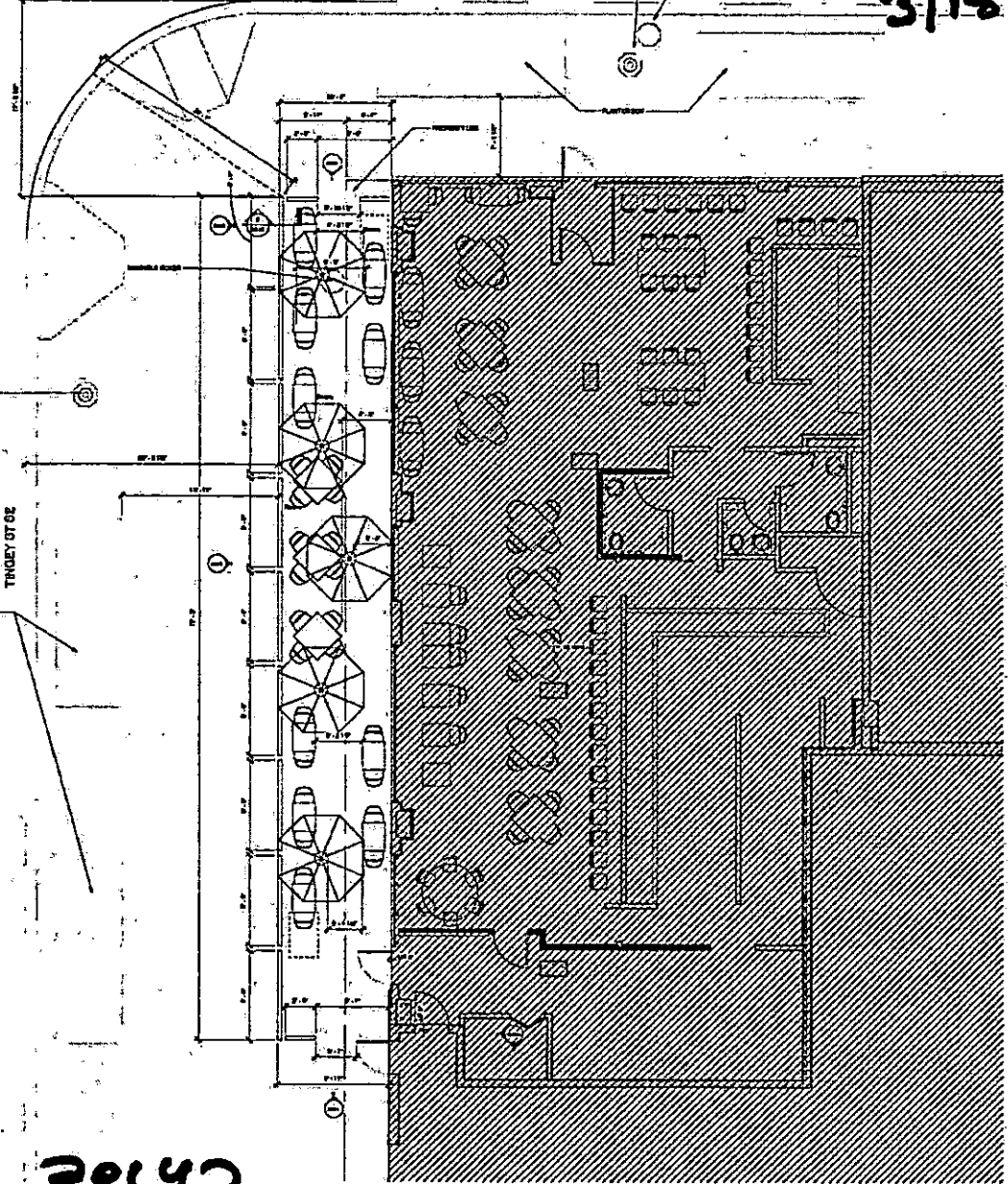
e. Paragraph 5 shall be modified to read as follows: “5. **Summer Garden and Sidewalk Cafe.** Applicant plans to provide seating for up to 10 patrons in the summer garden and up to 24 patrons in the sidewalk cafe. The Summer Garden and Sidewalk Cafe shall be enclosed with appropriate barriers to delineate 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 DISTRICT AREA

GROUND LEVEL AREA		
BAR STOOLS	BAR STOOLS	3'
877 SF	877 SF / 7' WIDE/PER OCC = 125 OCC	125
BAR DRINK	BAR DRINK TABLES	12
126 SF	126 SF / 10' WIDE/PER OCC = 12 OCC	12
DRINK	DRINK ROOM TABLES	12
826 SF	826 SF / 18' WIDE/PER OCC = 45 OCC	45
KITCHEN	KITCHEN	18
1000 SF	1000 SF / 55' WIDE/PER OCC = 18 OCC	18
BALANCE OF AREA	BALANCE OF AREA	18
726 SF	726 SF / 40' WIDE/PER OCC = 18 OCC	18
TOTAL INTERIOR OCCUPANCY = 178		

PATIO FLOOR AREA OCCUPANCY PER IBC DISTRICT AREA

PATIO CHAIRS	DRINK ROOM TABLES	12
400 SF	400 SF / 18' WIDE/PER OCC = 22 OCC	22
TOTAL PATIO OCCUPANCY = 12		
TOTAL OCCUPANCY = 190		

PLANNING PATIO CODES

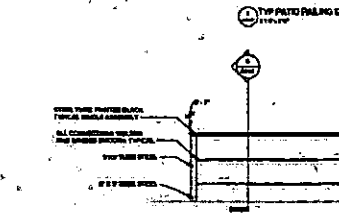
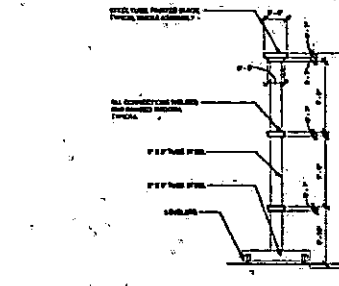
RESTAURANT OCCUPANCY LOAD 100		
TOTAL OCC. LOAD	CODE	AREA
190	100	190
100% MIN. 100	100	100
100% MIN. 100	100	100

ACCESSIBILITY REQUIREMENTS

GENERAL:
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 SPACE IS SHALL BE ACCESSIBLE. THE SEATING SURFACES IN THIS SPACE IS NEED TO BE ACCESSIBLE, SEE PLAN, SEATS ARE PROVIDED.

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



CHLOE
3/18

designCASE

PROJECT:
PATIO PLAN
1000 SF PATIO AREA
1000 SF PATIO AREA
1000 SF PATIO AREA



DATE	REVISION
03-16-18	PATIO PLAN

PATIO PLAN AD10