

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

In the Matter of:)	
)	
WOW Enterprise, Inc.)	
t/a Whitlow's on Wilson)	
)	
Holder of a)	
Retailer's Class CT License)	License No.: ABRA-121849
)	Order No.: 2022-656
at premises)	
2012-2014 9th Street, NW)	
Washington, D.C. 20001)	

WOW Enterprise, Inc., t/a Whitlow's on Wilson, Applicant

James Turner and Daniel Orlaskey, Commissioners, on behalf of Advisory Neighborhood Commission (ANC) 1B

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that WOW Enterprise, Inc., t/a Whitlow's on Wilson (Licensee), and ANC 1B have entered into a Settlement Agreement (Agreement), dated August 23, 2022, that governs the operations of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioners James Turner and Daniel Orlaskey, on behalf of ANC 1B, are signatories to the Agreement.

Accordingly, it is this 14th day of September 2022, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and ANC 1B.

District of Columbia
Alcoholic Beverage Control Board

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Donovan Anderson
Key: ac4526e6b66935f3c94b73c393d1dccc8f

Donovan Anderson, Chairperson

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James Short
Key: 547a373820ba5a911a332a2648e

James Short, Member

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Bobby Cato
Key: 255d33ead0e146d74b75bd7917d20d

Bobby Cato, Member

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Rafi Aliya Crockett, Member
Key: b5f0e91845e1f9e401e155ebc12f61cc

Rafi Crockett, Member

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Jeni Hansen, Member
Key: 821729165504d7491a589c2a4161f

Jeni Hansen, Member

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Edward Grandis, Member
Key: 5027bda7f8f0c049e14ad8b52541ce5

Edward S. Grandis, 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 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 (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 by and between
Advisory Neighborhood Commission 1B and
Wow Enterprises, Inc t/a Whitlow's on
Wilson**

THIS AGREEMENT, made and entered into this day of August 23, 2022, by and WOW Enterprises, INC., t/a Whitlow's on Wilson (" Applicant") and ANC 1B ("ANC").

RECITALS

WHEREAS, Applicant has filed an application for a new Retailer's Class C Tavern ABC License (ABRA-121849) for a business Establishment located at 2014 9th St NW (" Establishment")with Summer Garden, Entertainment, Cover Charge, Carry Out and Delivery Endorsements.

WHEREAS, in recognition of the Alcoholic Beverage Control Board ("Board")'s policy of encouraging parties to a liquor licensing proceeding to settle their differences by reaching Settlement Agreements, by their signatures below, the parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address ANC's concerns and to include this Agreement as a formal condition of its renewal application, and (2) ANC will not file a protest of the application provided that the Board approve this Agreement conditioned upon Applicant's compliance with its terms; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Nature of the Establishment.

- a. Applicant will operate and manage a Class C Tavern Establishment, as defined by the Board. Applicant shall comply with all conditions applicable to this license class with Summer Garden, Entertainment, Cover Charge, Carry Out and Delivery Endorsements.
- b. The Establishment shall have a maximum occupancy of 220 Applicant shall post its Certificate of Occupancy in public view at alltimes.
- c. The entertainment endorsement shall only apply to the interior premises. There shall be no entertainment in the summer garden.

2. Hours. Establishment's permitted hours of operation, and selling, serving, and consuming alcohol shall be as follows:

- a. Interior Hours of Operation and Sales, Service, and Consumption of Alcoholic Beverages:

Day		
Sunday	10:00 a.m.	2:00 a.m.
Monday	10:00 a.m.	2:00 a.m.
Tuesday	10:00 a.m.	2:00 a.m.
Wednesday	10:00 a.m.	2:00 a.m.
Thursday	10:00 a.m.	2:00 a.m.
Friday	10:00 a.m.	3:00 a.m.
Saturday	10:00 a.m.	3:00 a.m.

- b. Interior Hours of Entertainment:

Day		
Sunday	10:00 a.m.	2:00 a.m.
Monday	10:00 a.m.	2:00 a.m.
Tuesday	10:00 a.m.	2:00 a.m.
Wednesday	10:00 a.m.	2:00 a.m.
Thursday	10:00 a.m.	2:00 a.m.
Friday	10:00 a.m.	3:00 a.m.
Saturday	10:00 a.m.	3:00 a.m.

- c. Summer garden hours of and Sales, Service, and Consumption of Alcoholic Beverages:

Day		
Sunday	10:00 a.m.	2:00 a.m.
Monday	10:00 a.m.	2:00 a.m.
Tuesday	10:00 a.m.	2:00 a.m.
Wednesday	10:00 a.m.	2:00 a.m.
Thursday	10:00 a.m.	2:00 a.m.
Friday	10:00 a.m.	3:00 a.m.
Saturday	10:00 a.m.	3:00 a.m.

d. Provided, However, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments" Applicant may operate and serve alcohol for such hour(s); (2) in the event the Council of the District of Columbia or the DC ABC Board grant licensees in general extended operating hours (such as Inauguration or World Cup) Applicant may avail itself of such extended hours; and (3) on January 1 of each year Applicant may serve alcoholic beverages until 4:00 am.

- a. Applicant shall comply with applicable noise-control regulations, including, but not limited to, those in District of Columbia Municipal Regulations (DCMR) Title 20 and Title 25.
- b. Applicant agrees to keep its doors and windows closed when Entertainment is being provided at the Establishment; but Applicant may open its window panels seasonably, provided that the Entertainment is not audible in any neighboring residential building at any time
- c. Applicant shall take reasonable, necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises according to ABRA DC official Code Section 25-725, including, but not limited to, making reasonable architectural modifications to the Establishment, making reasonable upgrades to windows on the premises, making reasonable upgrades to the sound system; and installing reasonable soundproofing and noise mitigation measures
- d. Exterior doors and windows shall not remain open after 10:00 p.m. when music or amplified sound is audible from the exterior of the Establishment.
- e. Amplified speakers used in the interior must be on stands, raised, and/or mounted to reduce vibrations.
- f. Applicant's front door shall remain closed (not propped open), other than for routine ingress and egress, after 7:00 p.m. daily.
- g. Applicant shall inform its patrons by signage or other means, including staff members or security personnel, that residences are in proximity to the Establishment and urge quiet and decorum by patrons on exiting the Establishment.
- h. Applicant shall receive deliveries only between 7:00 a.m. and 7:00 p.m., Monday through Saturday. No deliveries, except fresh food, shall be accepted on Sunday.
- i. Applicant's security manager on duty, or their designee, shall be responsible for handling any noise issue complaints from the neighbors. This person will carry a cell phone designated for this purpose and the ANC shall be given this number to distribute to the neighboring residents.
- j. Establishment agrees not to have any music amplification devices including speakers in the Summer Garden
- k. Establishment agrees to implement noise mitigation in the Summer Garden including a canopy covering at least 40% of the summer garden, plants and other greenery around the perimeter, and other noise mitigation efforts that may be necessary to adhere to the noise regulations listed in parts a and b of this section.

4. Trash and Odors.

- a. Applicant shall take reasonable measures to ensure that the areas immediately adjacent to the Establishment are kept in a clean and

litter-free condition.

- b. Applicant is encouraged to work with the ANC towards solutions for removing dumpsters and grease barrels from public space on site and collectively in surrounding block.
- c. All trash, recyclable materials, and grease stored outdoors at the Establishment shall be in closed containers that are resistant to vermin, leaks, and odors.
- d. Applicant shall deposit trash and garbage only in rodent resistant dumpsters and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed.
- e. Any damaged or leaking containers shall be repaired or replaced within 72 hours. Outdoor containers shall be kept closed at all times, and no waste or other materials shall be stored outdoors, except in such containers.
- f. Applicant shall arrange for trash and recycling collection a minimum of 2 times per week.
- g. Applicant shall not allow trash or recyclable disposal or collection between the hours of 10:00 p.m. and 7:00 a.m.
- h. Applicant shall keep the exterior (including immediately adjacent portions of the alley way) of the Establishment free of litter, bottles, chewing gum, trash, and other debris.
- i. Applicant shall take reasonable, necessary actions to mitigate odors emanating from the Establishment, including, if necessary, installing and maintaining high-efficiency grease extracting kitchen exhaust ventilation and filtering systems of sufficient design and capacity as to reduce the external emission of odors.

5. Rat and Vermin Control.

- a. Applicant shall instruct an employee to ensure that the areas immediately adjacent to the premises, including the sidewalk and alley abutting the premises and around its dumpster, are swept and trash and other waste are removed from the ground at the end of operations to help eliminate potential attractions for rodents, pests, and other vermin.
- b. Applicant shall contract with a licensed exterminator to inspect the Establishment a minimum of once per quarter and shall maintain recommended pest control measures.

6. Security & Queuing.

- a. Applicant shall make reasonable efforts to reduce the potential for patrons queuing to enter the Establishment. Applicant shall maintain rope and stanchions for patrons queuing to enter the establishment. Applicant shall make reasonable efforts to minimize the queue's impact on the public space, including having an employee stationed outside to monitor patrons waiting in the queue.
- b. Applicant shall take all reasonable steps to minimize problems of illegal drugs

and public drinking, including, by having a sufficient number of trained employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises; and maintaining contact and cooperating with MPD and other enforcement officials when known or suspected drug activities occur.

- c. Applicant shall maintain ownership and control of the Premises, including patrons' ingress and egress, staff of the establishment, including any bar and security staff. Under no circumstances shall Applicant permit a third-party or promoter to be responsible for providing security or maintaining control over the establishment's existing security personnel.

7. Parking.

- a. Applicant shall discourage its employees from parking their vehicles illegally, on streets signed with parking restrictions, including time-limited parking and resident-only parking.
- b. Applicant shall encourage vendors and contractors to park legally, and, as reasonably necessary, work with DDOT, DPW or the appropriate agency to resolve issues related to illegal parking by its vendors and contractors.
- c. Applicant shall notify patrons, on Establishment website or other advertising, that there is limited parking in the vicinity and shall encourage the use of public transportation or walking.

8. Compliance with Regulations. Applicant shall comply with regulations of the Board (ABRA), Department of Consumer and Regulatory Affairs (DCRA), Department of Health (DOH), Department of Public Works (DPW), and other applicable DC agency regulations regarding conduct of its business and the ownership of the license.

9. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of Applicant during the term of the license to which this Agreement applies. Applicant agrees to specifically notify any prospective transferee of the existence of this Agreement and to provide them with a copy.

10. Agreement Available Upon Demand. A copy of this Agreement shall be kept at the Establishment and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors upon request.

11. Notices.

- a. Notices shall be provided by email, U.S. Mail, or hand-delivery as follows:

If to ANC:
Advisory Neighborhood Commission 1B
2000 14th St., NW, Suite 100B
Washington, DC 20009
1b@anc.dc.gov

If to Applicant:
WOW Enterprises, Inc.
Whitlow's on Wilson
2014 9th ST NW

Washington DC 20001

- b. Failure to give notice shall not constitute waiver or acquiescence to the violation.

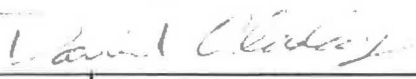
WHEREFORE, by the signing of the representatives of Applicant and ANC, Applicant hereby agrees to the aforementioned covenants and ANC agrees to refrain from filing a protest against Applicant's ABC License application, provided that this Agreement is incorporated into the Board's order approving Applicant's Class C Tavern ABC license.

[SIGNATURE BLOCKS ON FOLLOWING PAGE]

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

ANC:

Advisory Neighborhood Commission 1B



Daniel Orlaskey, Commissioner, 1B02

Date Signed: 9/6/22



James Turner, Chair, ANC 1B

Date Signed: 9/6/22

APPLICANT:

WOW Enterprises, Inc. t/a Whitlow's on Wilson

By: 

Date Signed: 8/23/22