

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

In the Matter of:	)	
	)	
DC Four Lessee, LLC	)	
t/a Hotel Helix	)	
	)	License No. 079243
Applicant for Renewal of a	)	Order No. 2010-445
Retailer's Class CH License	)	Case No. 10-PRO-00069
at premises	)	
1430 Rhode Island Avenue, N.W.	)	
Washington, D.C. 20005	)	
	)	

DC Four Lessee, LLC, t/a Hotel Helix, Applicant

Charles Reed, Chairperson, Advisory Neighborhood Commission (ANC) 2F

Bob Maffin, on behalf of A Group of Five or More Individuals

**BEFORE:** Charles Brodsky, Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Calvin Nophlin, Member  
Mike Silverstein, Member

**ORDER ON AMENDED VOLUNTARY AGREEMENT AND WITHDRAWAL OF  
PROTEST**

The official records of the Alcoholic Beverage Control Board (Board) reflect that DC Four Lessee, LLC, t/a Hotel Helix, (Applicant), has submitted an Application to Renew its Retailer's Class CH License, located at 1430 Rhode Island Avenue, N.W., Washington, D.C. The Applicant; Chairperson Charles Reed, on behalf of ANC 2F; and Bob Maffin, on behalf of A Group of Five or More Individuals, have entered into an Amended Voluntary Agreement (Agreement), dated July 29, 2010, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement also constitutes a withdrawal of the Protest of this Application.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson Charles Reed, on behalf of ANC 2F;

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and Bob Maffin, on behalf of A Group of Five or More Individuals, are signatories to the Agreement.

Accordingly, it is this 18th day of August 2010, **ORDERED** that:

1. The Application filed by DC Four Lessee, LLC, t/a Hotel Helix (Applicant), for renewal of its Retailer's Class CH license located at 1430 Rhode Island Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest in this matter is hereby **WITHDRAWN**;
3. The above-referenced Amended Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment are **APPROVED** and **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant, ANC 2F, and Bob Maffin, on behalf of A Group of Five or More Individuals.

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District of Columbia  
Alcoholic Beverage Control Board

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Charles Brodsky, Chairperson

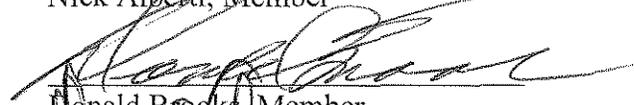
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Mital M. Gandhi, Member



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Nick Alberti, Member



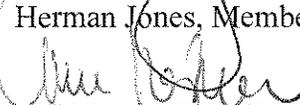
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Donald Brooks, Member



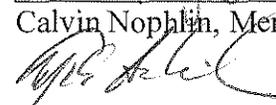
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Herman Jones, Member



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Calvin Nophlin, Member



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Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

## **AMENDMENT TO VOLUNTARY AGREEMENT**

**THIS AMENDMENT TO VOLUNTARY AGREEMENT** (“Amendment”) is made this 29th day of July, 2010, by and between DC FOUR LESSEE, LLC t/a Hotel. Helix (“Applicant”) and Advisory Neighborhood 2F (“ANC 2F”) and LOGAN CIRCLE COMMUNITY ASSOCIATION, an unincorporated association in the District of Columbia, (“LCCA”), (ANC 2F and LCCA being jointly referred to as the “Community”).

### **WITNESSETH**

**WHEREAS**, Applicant is a holder of Retailer’s License Class CH, ABRA 079243, for premises located at 1430 Rhode Island Avenue, NW, Washington, DC; and

**WHEREAS**, the ANC 2F, LCCA and the Rhode Island West Association (now defunct) entered into a Voluntary Agreement dated May 22, 2003, which was accepted by the Alcoholic Beverage Control Board (“Board”) and remains in full force and effect; and

**WHEREAS**, Applicant has applied for renewal of its license; and ANC 2F has filed a protest to such renewal; and

**WHEREAS**, the parties have met to resolve differences relating to the operations of the Applicant and wish to amend the Voluntary Agreement upon the terms and conditions hereinafter set forth; and

**WHEREAS**, Applicant covenants to the Community that it shall meet further with the Community to resolve the concerns of the Community regarding the hotel’s current use of the Public Space in front of the hotel premises as reserved parking spaces; and

NOW, THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. *Recitals Incorporated.* The recitals set forth above are incorporated herein by reference.

2. Paragraph 9 of the Voluntary Agreement is amended in its entirety to read as follows:

9. *Parking.*

(a) Applicant agrees to offer valet parking to its restaurant patrons in spaces available within its hotel parking garage and overflow lot.

(b) Applicant is also aware of the Community concerns relating to the traffic congestion created by tour busses which discharge and pick up passengers who are clients of the hotel on the busy Rhode Island thoroughfare. Applicant agrees to notify operators and drivers of such busses from time to time that District of Columbia traffic ordinances prohibit stationing of such busses in the public streets for more than 10 minutes, and to take such other steps as they may deem reasonable to ameliorate the problem.

(c) Applicant shall take such steps as may be reasonable to cause purveyor or linen trucks serving the hotel not to block the alleyway East of the hotel; the Community shall provide whatever reasonable assistance it may give in dealing with City agencies concerning the restricted passage ways and other parking in the alleys that exacerbate the blocking of the alley.

3. The following shall be added to Paragraph 10 of the Voluntary Agreement:

Applicant shall maintain records of complaints received from community residents and responses thereto concerning its operations, and shall provide access to such records by ANC 2F; shall designate one or more persons to whom such complaints may be addressed by residents.

4. ANC 2F dismisses its protest subject to the Board's acceptance of this Amendment, and subject to Applicant's continued compliance with the Voluntary Agreement, as amended.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to  
Voluntary Agreement as of the date set forth above.

APPLICANT

COMMUNITY

DC FOUR LESSEE, LLC

ANC 2F

By \_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Charles Reed, Chairman

LOGAN CIRCLE COMMUNITY  
ASSOCIATION

By: \_\_\_\_\_  
Bob Maffin, President

IN WITNESS WHEREOF the parties hereto have executed this Amendment to  
Voluntary Agreement as of the date set forth above.

APPLICANT

COMMUNITY

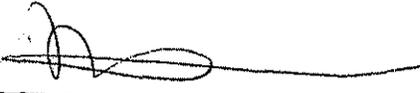
DC FOUR LESSEE, LLC

ANC 2F

By \_\_\_\_\_  
Title:

By:   
Charles Reed, Chairman

LOGAN CIRCLE COMMUNITY  
ASSOCIATION

By:   
Bob Maffin, President

