

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

In the Matter of:

Gordon Restaurant Group, LLC
t/a Woody Creek

Applicant for a New
Retailer's Class CR License

at premises
1529 14th Street, N.W.
Washington, D.C. 20005

Case No. 12-PRO-00042
License No. ABRA-089190
Order No. 2012-371

Gordon Restaurant Group, LLC (Applicant)

Michael Benardo, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
2F

William Rappolt, on behalf of The Matrix Condominium Association

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

**ORDER ON VOLUNTARY AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 2F**

The Application filed by Gordon Restaurant Group, LLC, t/a Woody Creek, for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on May 29, 2012, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2F, and The Matrix Condominium Association have entered into a Voluntary Agreement (Agreement), dated July 11, 2012, that governs the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson Michael Benardo, on behalf of ANC 2F; and William Rappolt, on behalf of The Matrix Condominium Association, are

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signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 2F.

Accordingly, it is this 28th day of September, 2012, **ORDERED** that:

1. The Application filed by Gordon Restaurant Group, LLC, t/a Woody Creek, for a new Retailer's Class CR License, located at 1529 14th Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 2F in this matter is hereby **WITHDRAWN**;
3. The above-referenced Voluntary 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 modification:


Section 13 (Participation in the Community) – The following sentence shall be modified to read as follows: “Applicant is encouraged to send a representative from time to time to ANC 2F meetings and to meetings of The Matrix Condominium Association.”

The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant, ANC 2F, and William Rappolt, on behalf of The Matrix Condominium Association.

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District of Columbia
Alcoholic Beverage Control Board




Ruthanne Miller, Chairperson

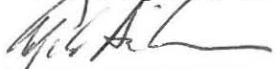
Nick Alberti, Member

Donald Brooks, Member

Herman Jones, Member



Calvin Nophlin, Member



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, 2000 14th Street, N.W., Suite 400S, Washington, DC 20009.

VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 11th day of July, 2012, by and between Gordon Restaurant Group, LLC, t/a Woody Creek ("Applicant"), Advisory Neighborhood Commission 2F ("ANC 2F") and The Matrix Condominium Unit Owners Association ("the Matrix").

RECITALS

(a) Applicant has applied for a Retailer Class CR License (the "License") for a business establishment ("Establishment") located at 1529 14th Street, NW, Washington, D.C. (the "Premises"); and,

(b) ANC 2F and the Matrix have filed protests of said application; and,

(c) Applicant desires to cooperate with the ANC and the Matrix in order to mitigate concerns related to the potential impact of operation of the Establishment on the surrounding community; and,

(d) The Parties wish to enter into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 to address such concerns and, thereby, resolve and settle the protests of the ANC and the Matrix of the ABC license application:

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 a restaurant with an emphasis on food service. Any change from this model shall require prior approval by the ABC Board.
 3. Hours of Operation. Applicant's hours of operation shall not exceed the following:
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Sunday – Thursday	8:00 a.m. – 1:00 a.m.
Friday - Saturday	8:00 a.m. – 2:00 a.m.

The hours of operation of the Applicant’s sidewalk café shall be limited to:

Sunday – Thursday	8:00 a.m. – 11:00 p.m.
Friday - Saturday	8:00 a.m. – 12:00 a.m.

It is understood that upon expiration of the above hours of operation, no patron may remain on the Premises (interior or exterior, as the case may be).

Provided, however, that (a) on days designated by the ABC Board as “Extended Hours for ABC Establishments” (but excluding DC Emancipation Day) or “Daylight Savings Time Extension of Hours” Applicant may operate for one additional hour (that is, one hour later); (b) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended operating hours, Applicant may avail itself of such extended hours; and (c) on January 1 of each year Applicant may operate until 4:00 a.m.

4. Floors Utilized and Occupancy. The Applicant will provide seating and service to customers on the ground floor of the building (*i.e.*, located at street level). The Establishment’s seating and occupancy shall not exceed the lesser of the maximum capacity allowed for the building by the District of Columbia or 110 patrons.

5. Sidewalk Café. The Applicant may have outside seating in accordance with a sidewalk café endorsement to its ABC license and a duly-issued public space permit, and may serve alcoholic beverages to seated patrons in such area, provided, the total capacity for such sidewalk

café shall not exceed 16 seated patrons. No standing patrons shall be permitted on the sidewalk café. Applicant shall direct its employees to inspect the sidewalk cafe regularly.

6. Noise. Applicant shall adhere to all provisions of law, including, but not limited to, DC Code 25-725 and its lease with 1529 14th Street Investors, LLC ,with respect to emanation of noise from the Establishment. Applicant shall present only recorded background music. In order to alleviate concerns expressed by the Matrix, Applicant shall: (i) in the kitchen area of the Establishment replace existing ceiling tiles with minimum 40 Ceiling Attenuation Class (CAC) acoustical ceiling tile, such as Armstrong's *Cirrus High CAC*, or a comparable product; (ii) install in the cavity above said replacement kitchen tiles fiberglass batt insulation (minimum 3.5"); (ii) install wall mounted speakers on rubber isolation mounts and angle all speakers away from the ceiling; and, (iii) limit pre-recorded music volume, and, particularly bass, to levels not unreasonably disruptive to residential unit owners within the Matrix, Applicant shall not install any exterior speakers to the Establishment, and agrees that no speakers will be installed in or in any way directed to the sidewalk café.

7. Public Space and Trash. Applicant shall keep the sidewalk (up to and including the curb), tree boxes and alley free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas twice daily for refuse and other materials. Applicant further agrees to hold all recyclable materials and perishable food waste within the building until the morning of the scheduled pick-up. The Applicant shall require its trash and recycling contractors to pick up trash and materials not earlier than 8:00 a.m. Applicant's employees shall not dispose of bottles or glass into trash containers or dumpsters in a manner which creates noise audible outside of the premises after 10:00 p.m. Applicant shall not install exterior public pay phones.

8. Rat and Vermin Control. Applicant shall provide monthly rat and vermin control for the Establishment.

9. Patrons. Applicant shall take reasonable steps to prevent its patrons from causing noise or disturbances in front of the establishment during the hours of operation and as they depart at closing.

10. Complaint Log. The Establishment's website will prominently feature the name and contact information for an individual to which any comments about the operation of Establishment may be addressed. The Applicant shall maintain a log for every complaint lodged with the Establishment for any issue relating to this Agreement, including, but not limited to, complaints of noise, parking congestion, traffic congestion, security, trash, rodents, and/or operating hours. The log shall include, for each separate complaint, to the extent provided by any such complainant, the name of the complainant, the date of the complaint, any contact information provided by the complainant, the nature of the complaint, and the response taken by the Applicant or the Establishment. Every complaint shall be kept on file in the complaint log for a minimum of three years from the date on which the complaint was made. Applicant shall make the complaint log available to the Board for inspection and copying upon reasonable advance request.

11. Agreement Available Upon Demand. A copy of this Agreement shall be kept on the premises and made available to law enforcement officers and Alcoholic Beverage Regulatory Administration inspectors immediately upon request.

12. Compliance with ABRA Regulations. Applicant shall abide by applicable Alcoholic Beverage Administration (ABRA) regulations regarding ownership of the License.

13. Participation in the Community. Applicant is encouraged to send a representative from time to time to ANC 2F meetings and, upon reasonable request, to meetings of The Matrix Condominium Association . ANC 2F meetings occur on the first Wednesday of each month at 7:00 p.m. at the Washington Plaza Hotel, 10 Thomas Circle, NW, Washington, DC 20005.

14. License Ownership. Applicant agrees not to transfer or sell the license to any other entity before obtaining approval from the Alcohol Beverage Control Board. Applicant agrees to specifically notify any prospective transferee, assignee, or contractee of the existence of this Agreement and to provide them with a copy.

15. Binding Effect. This Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant.

16. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Notice and Opportunity to Cure. In the event that either party believes that the other materially breached any obligations under this Agreement, such party shall give written notice to the other of the existence of the breach and the specific nature thereof. The party alleged to be in breach shall have thirty (30) days from the receipt of notice to cure the alleged breach (or if the breach shall relate to excessive noise or disturbance, such shorter period as may be reasonable under the circumstances to immediately restore peace, order and quiet). If the breach is not cured within the notice period—or, with respect to a breach which reasonably requires more than thirty (30) days to cure, efforts to cure the breach have not been commenced—failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. The ANC or the Matrix also may avail themselves or any other

remedies available at law or equity. In the case of a continuing violation, no notice or opportunity to cure need be provided for subsequent violations of this Agreement, following the initial provision of notice. Any notices required to be made under this Agreement shall be in writing and sent either via e-mail or U.S. mail, postage prepaid, to the parties to this Agreement at the addresses below. Notice shall be deemed given as of the time of receipt or refusal of receipt.

If to Applicant:	Gordon Restaurant Group 4620 Lee Highway Suite 213 Arlington, VA 22207 aaron@tangysweet.com
With a copy to:	Mallios & O'Brien 2600 Virginia Avenue, N.W. Washington, D.C. 20037 sobrien@malliosobrien.com
If to Protestant:	Advisory Neighborhood Commission 2F 5 Thomas Circle, NW Washington, DC 20005 Anc2f@starpower.net
If to the Matrix:	The Matrix Condominium Unit Owners Association c/o GHA Community Management LLC 3020 Hamaker Court, Suite 300 Jstein78@gmail.com Markfriedman22@gmail.com William.Rappolt@gmail.com aamini@ghacm.com

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. The parties may change their notice addresses from time to time by notice to all other parties.

18. Upon approval of this Agreement by the ABC Board, the protests of ANC 2F and the Matrix shall be deemed withdrawn.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ADVISORY NEIGHBORHOOD COMMISSION 2F

By: Michael B. Benardo

Michael Benardo, Chairman

THE MATRIX CONDOMINIUM ASSOCIATION

By: William M. Rossall

~~President~~ Treasurer on behalf of Jeremy Stein, President

GORDON RESTAURANT GROUP, LLC

By: Aaron Gordon

Aaron Gordon, Managing Member