

Public

THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of: )  
 )  
Garage Door, Inc. )  
t/a Five )  
 )  
Application for a Retailer's Class CT )  
License – Substantial Change )  
at premises )  
1214B 18<sup>th</sup> Street, N.W. )  
Washington, D.C. )  
 )

License no.: 71638  
Case no.: 60875-06/118P  
Order no.: 2006-237

Garage Door, Inc., Applicant

Darren A. Bowie, Chairman, on behalf of Advisory Neighborhood Commission 2B,  
Protestant

- BEFORE:** Charles A. Burger, Chairperson  
Vera M. Abbott, Member  
Judy A. Moy, Member  
Audrey E. Thompson, Member  
Peter B. Feather, Member  
Albert G. Lauber, Member  
Eartha Isaac, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The substantial change application for summer garden, having been protested, came before the Alcoholic Beverage Control Board ("Board") on September 20, 2006, in accordance with D.C. Official Code § 25-601 (2001). Darren A. Bowie, Chairman, on behalf of Advisory Neighborhood Commission ("ANC") 2B, filed timely opposition by letter on August 17, 2006.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated September 19, 2006, the Protestant has agreed to withdraw its protests, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

**Garage Door, Inc.**  
**t/a Five**  
**License no. 71638**  
**Case no. 60875-06/118P**  
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Accordingly, it is this 20<sup>th</sup> day of September 2006, **ORDERED** that:

1. The protest of Mr. Bowie, Chairman, on behalf of ANC 2B, is **WITHDRAWN**;
2. The substantial change application of Garage Door, Inc. t/a 5, for a summer garden at 1214B 18<sup>th</sup> Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;  
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

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District of Columbia  
Alcoholic Beverage Control Board

Charles A. Burger  
Charles A. Burger, Chairperson

Vera M. Abbott  
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Judy A. Moy  
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Peter B. Feather, Member

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Albert G. Lauber, Member

Eartha Isaac, Member

CFO / OTR Search

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, 941 North Capitol Street, N.E.,  
Suite 7200, Washington, D.C. 20002.

Square/Suffix/ Lot	Premise Address	Owner Name	Neighborhood	Sub- Neighborhood	Use	2010 Total Assessment
0135 0005	1526 NEW HAMPSHIRE	WOMANS NATL DEMOCRATIC	OLD CITY II	Old City II	34	\$5,372,130.00

Click on a property to view detail and assessment information.

Results 1 to 1 of 1 | first | previous | next | last

Real Property Assessment Database - Search  
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New Search

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CFO HOME



## VOLUNTARY AGREEMENT

This Voluntary Agreement made this 19<sup>th</sup> day of September, 2006, by and among Garage Door, Inc., t/a Five (Applicant); and Advisory Neighborhood Commission 2B (ANC2B) (Protestant).

### RECITALS

WHEREAS, Applicant is the holder of retailer's license 71638 Class CT for premises located at 1214B 18<sup>th</sup> Street NW; and

WHEREAS, Protestant has protested Applicant's request for a summer garden endorsement to its license for use of its rooftop deck; and

WHEREAS, the parties have agreed to enter into this voluntary agreement, pursuant to DC Code Section 25-446 (2001 ed.), to resolve the issues raised by Protestant's objection, and to request that the Alcoholic Beverage Control (ABC) Board approve Applicant's request for a summer garden endorsement conditioned on Applicant's compliance with the terms of this written agreement.

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. The hours of operation of the rooftop summer garden shall be:

Sunday through Thursday	5:00PM to 1:45AM
Friday and Saturday	5:00PM to 2:45AM
3. Applicant acknowledges familiarity with and will comply with the noise control provisions of District of Columbia laws and regulations, including but not limited to DC Code Section 25-725 (2001 ed.). Without limitation to the generality of the foregoing, small speakers (no more than four (4)) may be installed or placed on the rooftop for background recorded music, only. Such speakers shall be no larger than 14 inches in height. No live music or live performances shall be permitted on the rooftop.
4. Applicant shall maintain serviceable fire extinguishers on the rooftop at all times, and staff of the establishment stationed on the rooftop will be trained in the use and operation of said fire extinguishers.
5. Notices. In the event of a perceived violation of the provisions of this Agreement, Applicant shall be notified in writing of such violation. Notices shall be sent by first class mail postage prepaid, hand delivery or by recognized overnight delivery service as follows:

If to Applicant: Tim Sherman  
Garage Door, Inc.  
t/a Five  
1214 B 18<sup>th</sup> Street, NW  
Washington, DC 20036

With a copy to:  
Michael D. Fonseca  
Mallios & O'Brien  
2600 Virginia Ave, NW  
Suite 1112  
Washington, DC 20037

If to protestant: Advisory Neighborhood Commission 2B  
9 Dupont Circle, NW  
Washington, DC 20036

Applicant shall address or rectify any perceived violation of this agreement, and provide a written response to any notification under this Agreement, within ten (10) calendar days. Failure to give notice shall not constitute waiver or acquiescence to the perceived violation; however, Protestant shall give notice of perceived violations of the terms of this Voluntary Agreement to Applicant, and permit Applicant to respond, prior to the filing of a complaint with the ABC Board.

6. Withdrawal of protest. Protestant hereby agrees to withdraw its protest and join with Applicant in requesting that the ABC Board accept this Agreement as a condition of approval of the summer garden endorsement. The withdrawal of Protestant's request is contingent upon the text of this Voluntary Agreement being incorporated in an Order of the Board granting Applicant's summer garden endorsement application.

7. Counterparts. This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original and both, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature and may be appended to any other counterpart.

8. Authority. Representatives executing this Agreement on behalf of the respective parties do hereby affirm that they have the authority to do so.

*In witness whereof, the parties have executed this Voluntary Agreement as of the day and date first above written.*

Applicant:

Garage Door, Inc.

By:

Wells T. (Tim) Sherman, Vice President

Protestant:

Advisory Neighborhood Commission 2B

By: Darren A. Bowie 9/19/08  
Darren Bowie, Chairman