



**Soloso, Inc.**  
**t/a El Rincon Espanol**  
**License No. 60003**  
**Case No. 11730-08/054P**  
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The official records of the Board reflect that the Parties have reached a Voluntary Agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Voluntary Agreement, dated July 1, 2008, the Protestants have agreed to withdraw their protests, provided, however, the Board's approval of the pending Application is conditioned upon the licensee's continuing compliance with the terms of the Voluntary Agreement.

Accordingly, it is this 16th day of July 2008, **ORDERED** that:

1. The protests of ANC 1C and KCA are **WITHDRAWN**;
2. The Application filed by Soloso, Inc. t/a El Rincon Espanol for a Substantial Change to its Retailer's Class "CR" license at 1826 Columbia Road, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced Voluntary Agreement is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Applicant and to the Protestants.

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District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Chairperson

  
Judy A. Moy, Member

  
Mital M. Gandhi, Member

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Nick Alberti, Member

\_\_\_\_\_  
Charles Brodsky, Member

  
Donald Brooks, Member

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

**COOPERATIVE AGREEMENT CONCERNING  
SUBSTANTIAL CHANGE OF ABC LICENSE FOR  
SALE OF ALCOHOLIC BEVERAGES**

2008 JUL -8 P 12:41

REC'D BY \_\_\_\_\_

**AGREEMENT**, *first* made and entered into *the* 1st day of March, 2005, *and amended this 1<sup>st</sup> day of July, 2008*, by and between the following Parties: Solloso, Inc. T/A El Rincon (Applicant), Advisory Neighborhood Commission 1C (ANC 1C) and the Kalorama Citizens Association (KCA). *July 1, 2008 amendments are shown in bold italics.*

**Whereas**, Applicant has filed an *application for an Entertainment Endorsement, posted 4-25-2008*, with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the *substantial change* of ABC CR-01 license No. 60003, located at 1826 Columbia Road, NW Washington, DC 20009,

**Whereas**, the establishment is located within the boundaries of ANC 1C, and

**Whereas**, the establishment is located within the boundaries of the KCA's membership area, and the KCA has many members within the affected area, and

**Whereas**, ANC 1C and the KCA have both filed timely protests with the Board in this matter,

**Whereas**, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching Cooperative Agreements, the Parties hereto desire to enter into a Cooperative Agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this Agreement as a formal condition of its Application, and (2) the Protestants will agree to the *substantial change* of the license, and withdrawal of their protests, provided that such Agreement is incorporated into the Board's order approving such *substantial change*, which order is thereby conditioned upon compliance with such Agreement,

**Whereas**, Applicant has recently taken or intends to take certain measures designed to ameliorate the protestant's concerns,

**Now, therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:**

1. Operation

At all times, the Applicant shall operate as a bona-fide restaurant with the primary purpose of food preparation and consumption. There shall be present adequate food supplies and staff to fulfill food orders. The kitchen shall be open and operational with cooked food menu items available until at least 2 hours before the approved closing time, each night that the establishment is open for business. Currently, the kitchen is open until

2:00 am on Friday and Saturday, with a limited menu available in the last 2 hours of operation each night.

2. Hours. The hours of operation shall be:

Sunday through Thursday: 10:00 am until 2:00 am.

Friday and Saturday: 10:00 am until 3:00 am.

Last call will be announced ½ hour prior to closing, each night of operation.

**2.)A. Entertainment Endorsement.**

***There shall be no cover charge at the establishment. Nothing in this section shall prevent the licensee from instituting a “minimum charge”.***

***Live music may be presented at the establishment during the following times:***

***Sunday-Wednesday: 7:00 pm-10:00 pm\****

***Thursday: 7:00 pm-11:00 pm\****

***Friday and Saturday 10:00 pm-2:00 am***

***\* Live music presentations on Sundays through Thursdays shall take place only in association with “special events” held at the establishment, such as birthday parties, various types of anniversaries, office parties, etc. It is not the intent of the parties that live music presentations routinely occur Sundays through Thursdays, unless there is a “special event”. Licensee shall keep a log-book, readily accessible to ABRA investigators or MPD, listing all such special events held Sundays through Thursdays.***

***Nothing in this section shall prevent roving Mariachi groups from occasionally dropping into the establishment for brief periods, for up to one half hour.***

***Dancing may take place at the establishment only during the hours listed above for live music. Applicant will not publicly advertise the establishment as a location for dancing.***

**3. Seating.**

Previously, the allowable Board approved occupancy of the establishment was unclear, due to lack of clarity in the DCRA-issued Certificate of Occupancy and the Basic Business License. Nonetheless, the Parties agree that the occupancy of the establishment shall be as follows:

Basement: Bar: 12	Tables: 12	Total Basement: 24
First Floor: Inside restaurant: 34	Enclosed Sidewalk Café: 12	Total First Floor: 46
Mezzanine: Bar: 9	Tables: 20	Total Mezzanine: <u>29</u>
Total of Establishment Occupancy:		99

***There will be no “standing room” occupancy at the establishment beyond what is shown above for “bar(s)”.***

**4. Noise/Music/Dancing.** Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including:

a.) Preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in

accordance with the DC Noise Control Act of 1977 (Public Law 2-53), as amended. The Applicant agrees to abide by all Alcoholic Beverage Control regulations, as amended.

- b.) The doors and windows of the premises will be kept closed at all times during business hours when music is being played, or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises.
- c.) Music from inside will not be audible at surrounding residential housing areas.
- d.) Applicant agrees to not place outside in the public space any loudspeaker, tape player, CD player or other similar device, or to place any inside speaker in such a way that it projects sound into the public space.

#### 5. Trash/garbage/rodent control.

- a.) Applicant shall maintain regular trash/garbage removal service, remove trash from the trash and dumpster area with such frequency that the dumpster capacity is not exceeded, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents to help eliminate the rat population. No trash, garbage, waste or recycling will ever be placed on the ground, but will be kept in proper containers.
- b.) Applicant agrees to segregate and recycle bottles, cardboard and cans apart from trash as required by DC law, and agrees not to dispose of bottles and cans in the outside trash dumpsters or recycling containers between the hours of 11:00 pm and 8:00 am.
- c.) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the trash dumpsters.
- d.) Applicant agrees to pay special attention to the cleanliness of the alley near his establishment, and to work with his business neighbors, residents nearby, and ANC 1C in efforts to keep the alley area near the establishment free from loose trash and illegal dumping by persons unknown.

#### 6. Exterior, including public space.

- a.) Applicant shall assist in the maintenance of the alleyway behind and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.
- b.) Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas quietly at closing. There shall never be any patron use of the rear door, except in the case of emergency.

#### 7. Items specific to establishment:

- a.) Applicant agrees to operate the establishment under the terms of its license and will not rent out the establishment to third parties for events where the owner/manager is not present and managing the business.

b.) Applicant agrees not to place or cause to be placed any fliers, handbills or other similar advertisement in the public space, specifically on lampposts, street signs or any vehicle parked in the public space.

8. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls", "tours", or similar events.

9. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times by signs posted in the establishment in English and in Spanish. Applicant will encourage employees and patrons leaving the establishment to keep conversations and noise to a minimum from 11:00 PM to 7:00 AM.

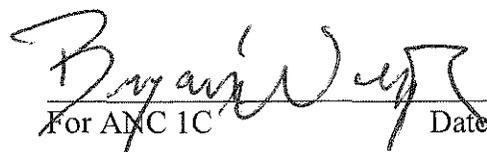
10. Modification. This Agreement can be modified only by the ABC Board, or by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, any modification must be in writing and approved by a majority of the commissioners present, constituting a quorum, at a properly noticed public meeting.

11. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations. Further, nothing in this agreement shall preclude the protestants from filing an objection to any request by the applicant to the Board of Zoning Adjustment.

12. Withdrawal of Protest. The protestants agree to the **substantial change** of the license and the withdrawal of their protests, *provided* that this Cooperative Agreement is incorporated into the Board's order granting the aforesaid Application, which order is thereby conditioned upon compliance with such Cooperative Agreement.

13. Availability of Cooperative Agreement

Applicant agrees to keep available at all times a copy of this Agreement at his/her establishment and to familiarize all his/her employees with its conditions.

  
\_\_\_\_\_  
For ANC 1C Date  
**CHAIR ANC 1C**  
\_\_\_\_\_  
Please print name & title

  
\_\_\_\_\_  
Maribel Solloso for Date  
Solloso, Inc. T/A El Rincon Espanol

  
\_\_\_\_\_  
For KCA Date  
Denis James President