

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

In the Matter of:)
)
Rosa Mexicano Chevy Chase Maryland, LLC)
t/a Rosa Mexicano)
)
Applicant for a New)
Retailer's Class CR License)
)
at premises)
5225 Wisconsin Avenue, N.W.)
Washington, D.C. 20015)
)

Case No. 11-PRO-00056
License No. ABRA-088012
Order No. 2011-491

Rosa Mexicano Chevy Chase Maryland, LLC, t/a Rosa Mexicano (Applicant)

Jonathan Bender, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
3E

Marilyn Simon and Mark W. Dumas, on behalf of A Group of Five or More Individuals

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

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST
OF A GROUP OF FIVE OR MORE INDIVIDUALS**

The Application filed by Rosa Mexicano Chevy Chase Maryland, LLC, t/a Rosa Mexicano (Applicant), for a new Retailer's Class CR License, was protested, and scheduled for a Roll Call Hearing on November 28, 2011.

The Applicant, ANC 3E, and A Group of Five or More Individuals have entered into a Voluntary Agreement, dated November 9, 2011, setting forth the terms and conditions that govern 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 Jonathan Bender, on behalf of ANC 3E; and Marilyn Simon and Mark W. Dumas, on behalf of A Group of Five or More Individuals, are signatories to the Agreement.

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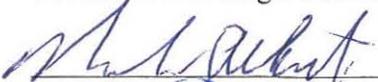
This Agreement constitutes a withdrawal of the Protest filed by A Group of Five or More Individuals of this Application.

Accordingly, it is this 7th day of December 2011, **ORDERED** that:

1. The Application filed by Rosa Mexicano Chevy Chase Maryland, LLC, t/a Rosa Mexicano, for a new Retailer's Class CR License, located at 5225 Wisconsin Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of A Group of Five or More Individuals in this matter is hereby **WITHDRAWN**;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**; and
4. Copies of this Order shall be sent to the Applicant, ANC 3E, and Marilyn Simon and Mark W. Dumas, on behalf of A Group of Five or More Individuals.

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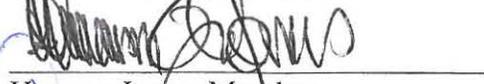
District of Columbia
Alcoholic Beverage Control Board



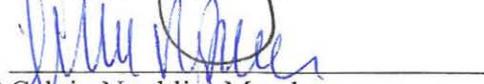
Nick Alberti, Interim Chairperson



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 9th day of November, 2011 by and between Rosa Mexicano Chevy Chase Maryland, LLC ("Applicant"), Advisory Neighborhood Commission ("ANC 3E") and MARILYN SIMON and MARK DUMAS (the latter, together "Protestants").

WITNESSETH

WHEREAS, Applicant has applied for an Alcoholic Beverage Control (ABC) Class CR license for a business establishment ("Establishment") located at 5225 Wisconsin Avenue, NW, Washington, DC ("Premises"); and,

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to DC Official Code §25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the Establishment on the peace, order and quiet of the neighborhood;

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 shall manage and operate a 224 seat, restaurant with an emphasis on food. No more than 15 of those seats will be at a "bar." No entertainment other than recorded background music and occasional unamplified Mariachi band music will be presented. Presentation of Mariachi band music will be limited to 15 times per year and in all such instances will terminate no later than 11:00 p.m. Applicant shall not advertise the availability of live entertainment or market itself as a nightclub.
3. **Hours of Operation and Sales.** The Applicant's hours of operation and for consumption of alcoholic beverages shall be as follows:

Sunday – Tuesday 11:00 a.m. – 12:00 a.m.
 Wednesday- Thursday 11:00 a.m. – 1:00 a.m.
 Friday – Saturday 11:00 a.m. – 2:00 a.m.

"LAST CALL" SHALL BE NO LATER THAN 1/2 HOUR BEFORE EXPIRATION OF ABOVE HOURS OF OPERATION

4. **Sidewalk.** Applicant shall operate a seasonal sidewalk cafe on public space immediately adjacent to the front windows of the Premises. No patrons shall remain on the sidewalk café after the hours of 11:00 p.m. Sunday-Thursday and Midnight Friday-Saturday. NO SPEAKERS ~~WILL~~ WILL

BE INSTALLED ON ~~PATIO~~ SIDEWALK CAFE.

After acquisition of
REQUIRED PUBLIC
SPACE
PERMITS,

5. **Parking for Customers.** It is a principal concern of Protestants that the Applicant's operation does not create or exacerbate parking problems within the immediate neighborhood: Pursuant to its lease for the Premises, applicant's customers will be offered discount parking in the building garage after 5 p.m. daily at a cost not to exceed \$3.00. Applicant will provide free valet parking for any guests arriving after 10:00pm daily.

APPLICANT WILL ADVERTISE
PROXIMITY TO METRO ON ITS WEBSITE

6. **Noise and Privacy.** Applicant shall strictly comply with D.C. Official Code §25-725 and shall take all necessary actions to ensure that music, noise and vibrations from the restaurant and sidewalk cafe are not audible in the 5200 and 5300 blocks of 43rd Street, N.W., and the 4200 blocks of Ingomar and Jenifer Streets, N.W.

7. **Public Space and Trash.** Applicant shall keep the trash area to the rear of the Establishment clean and free of litter, bottles, odors and debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed.

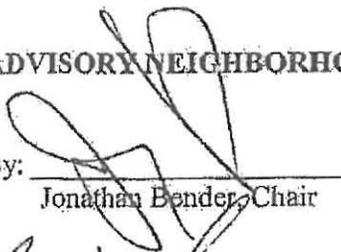
8. **Trash Pickup/Deliveries.** All trash/garbage pick-ups and vendor deliveries shall be made between 8 a.m. and 6 p.m., Monday thru Friday, and 10 a.m. and 6 p.m. on Saturdays. No trash/garbage pick-up or vendor deliveries will be permitted on Sundays. NO OUTDOOR DISPOSAL OF BOTTLES AFTER 6PM

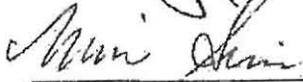
9. **License Ownership and Compliance with ABRA Regulations.** Applicant commits that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees, and agrees that Protestants shall have standing to ask the ABC Board to enforce any violations of this Agreement. Applicant acknowledges that failure to adhere to the foregoing commitments will constitute grounds for Protestants to petition the ABC Board for issuance of an Order to Show Cause, pursuant to DC Code §25-447 (2001), to gain Applicant's compliance with the terms of this Agreement and ABRA regulations.

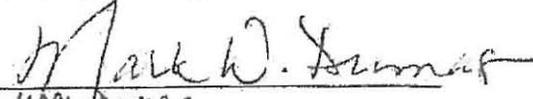
10. **Notice and Opportunity to Cure.** In the event that either of the Parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature, reasonable notice and opportunity shall provide for a cure within 15 days of the date of such notice. If Applicant fails to cure within the 15-day period (or, with respect to a breach which reasonably requires more than 15-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to DC Official Code §25-447. Notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to other parties to this agreement. Notice shall be deemed given as of the time of receipt or refusal of receipt. 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

ADVISORY NEIGHBORHOOD COMMISSION 3E:

By: 
Jonathan Bender, Chair


Marilyn Simon


Mark Dumas

APPLICANT:

ROSA MEXICANO CHEVY CHASE LLC

By: 