

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

_____)	
In the Matter of:)	
)	
Tortino Restaurant, Inc.)	
t/a Tortino Restaurant)	
)	
Holder of a)	License No. ABRA-087730
Retailer's Class CR License)	Order No. 2013-037
)	
at premises)	
1228 11th Street, N.W.)	
Washington, D.C. 20001)	
_____)	

Tortino Restaurant, Inc., t/a Tortino Restaurant (Licensee)

Matt Raymond, Chairperson, on behalf of Advisory Neighborhood Commission (ANC)
2F

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

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Tortino Restaurant, Inc., t/a Tortino Restaurant, (Licensee) and ANC 2F entered into Voluntary Agreements (Agreements), dated June 6, 2008, that governs the operation of the Licensee's establishment. This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated January 16, 2013, in accordance with D.C. Official Code § 25-446 (2001).

All terms and conditions of the original Agreement, not amended by the Amendment, shall remain in full force and effect.

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Matt Raymond, on behalf of ANC 2F, are signatories to the Amendment.

Tortino Restaurant, Inc.
t/a Tortino Restaurant
License No. ABRA-087730
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Accordingly, it is this 6th day of February, 2013, **ORDERED** that:

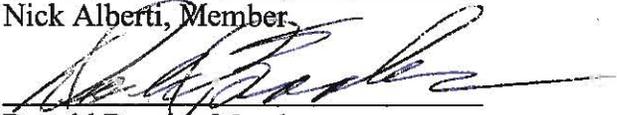
1. The above-referenced Amendment to Settlement Agreement, dated January 16, 2013, submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Licensee and ANC 2F.

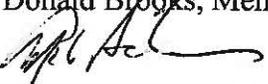
Tortino Restaurant, Inc.
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District of Columbia
Alcoholic Beverage Control Board


Ruthanne Miller, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Mike Silverstein, Member

Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

AMENDMENT TO VOLUNTARY AGREEMENT

This Amendment to Voluntary Agreement ("Amendment") is made this 16th day of January, 2013, between Tortino Restaurant Inc. ("Applicant") and Advisory Neighborhood Commission 2F ("ANC 2F).

WITNESSETH

WHEREAS, Applicant, holder of a Retailer's Class CR License No. ABRA-087730, has applied for earlier hours of operation and hours of sale and consumption of alcoholic beverages for its licensed premises at 1228 11th St., NW;

WHEREAS, Applicant has applied for a sidewalk café endorsement to its license;

WHEREAS, ANC 2F is supportive of Applicant's operation of the establishment and is supportive of its request for such earlier hours and the requested sidewalk café endorsement;

WHEREAS, ANC 2F at its regularly scheduled and duly noticed monthly meeting of December 5, 2012, with a quorum present and operating throughout, voted unanimously (6-0) to advise that the ABC Board approve the terms of this Amendment agreement;

And WHEREAS, Applicant has agreed to enter into this Amendment agreement with ANC 2F and to request further that the ABC Board approve Applicant's request be conditioned upon Applicant's compliance with the terms of its Voluntary Agreement dated June 6, 2008, as previously approved by the ABC Board;

NOW THEREFORE, in consideration of the recitals set forth above and the mutual covenants set forth below, the parties agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Incorporation of Voluntary Agreement dated June 6, 2008. The parties agree to incorporate the terms of the Voluntary Agreement dated June 6, 2008, and approved by the ABC Board on June 26, 2008. Applicant agrees to adhere to the terms of and amendments to that said agreement in the operation of its business during the earlier operating hours agreed to below by this Amendment.
3. Section 10 "Sidewalk Café" of the June 6, 2008, Voluntary Agreement is amended. Section 10 "Sidewalk Café" of that certain Voluntary Agreement dated June 6, 2008, is amended by striking the section in its entirety and inserting the following:

"10. Sidewalk Café. The Licensee 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 seated capacity for such sidewalk café shall not exceed 14 seats. Any increase in such seating shall require approval of the District of Columbia Public Space Committee, after notice and opportunity for comment by the ANC, and approval by the ABC Board. Applicant shall not serve alcoholic beverages on its sidewalk café later than thirty (30) minutes prior to the hour of termination of operation of said sidewalk café, as specified in Section 11, below. Applicant shall direct its employees to inspect the sidewalk café regularly."

4. Section 11 "Hours of Operation" of the June 6, 2008, Voluntary Agreement is amended. Section 11 "Hours of Operation" of that certain Voluntary Agreement dated June 6, 2008, is amended by striking the section in its entirety and inserting the following:

"11. Hours of Operation. Licensee's hours of interior operation shall be limited to:

Sunday – Thursday	8 a.m. – 2 a.m.
Friday – Saturday	8 a.m. – 3 a.m.

"Hours of alcoholic beverage sales and consumption on the interior of the premises shall be limited to:

Sunday – Thursday	10 a.m. – 2 a.m.
Friday – Saturday	10 a.m. – 3 a.m.

"The hours of operation of the licensee's sidewalk café shall be limited to:

Sunday – Thursday	10:30 a.m. – 11 p.m.
Friday – Saturday	10:30 a.m. – 12 a.m. (midnight)"

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first written above.

For ANC 2F:



Commissioner Matt Raymond, Chairman

For TORTINO RESTAURANT INC:



Mauricio Arias

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

<hr/>)	
In the Matter of:)	
)	
Izalco Restaurant, Inc.)	
t/a Izalco Restaurant)	
)	
Application for a Substantial Change)	License No. 25144
And an Entertainment Endorsement)	Order No. 2008-217
To its Retailers Class "CR" License)	
at premises)	
)	
1228 11 th Street N.W.)	
Washington, D.C.)	
<hr/>)	

Izalco Restaurant, Inc./t/a Izalco Restaurant, Applicant

Charles D. Reed, Chairperson, Advisory Neighborhood Commission 2F

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Mital M. Gandhi, Member
Nick Alberti, Member
Charles Brodsky, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT

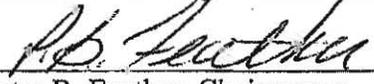
The official records of the Alcoholic Control Board (Board) reflect that the Applicant, Izalco Restaurant, Inc. t/a Izalco Restaurant, located at 1228 11th Street N.W., Washington D.C., and Charles D. Reed, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 2F, (collectively, the Parties) have entered into an Amended and Restated Voluntary Agreement (Agreement) dated June 6, 2008 setting forth the terms and conditions by which the Applicant would operate its establishment. The Applicant has filed an Application for a Substantial Change and an Entertainment Endorsement to its Class "CR" license seeking to modify its hours for the operation of the establishment, for the sale and service of alcoholic beverages and for the provision of entertainment such as karaoke, taped music, D.J. and live music, not to exceed five musicians. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioner Reed are signatories to the Agreement.

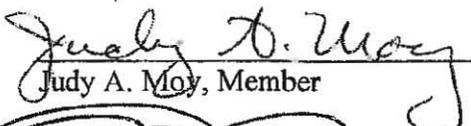
Izalco Restaurant, Inc.
t/a Izalco Restaurant
License No. 25144
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Accordingly, it is this 26th day of June 2008, **ORDERED** that:

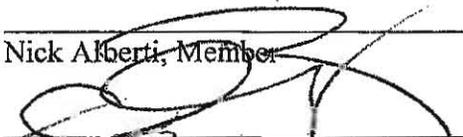
1. The above-referenced Amended and Restated Voluntary Agreement is **INCORPORATED** as part of this Order; and
2. The Application of Izalco Restaurant, Inc. t/a Izalco Restaurant, located at 1228 11th Street N.W., Washington, D.C., for a Substantial Change and an Entertainment Endorsement to its Retailer's Class "CR" license, is **APPROVED**;
3. Copies of this Order shall be sent to the Applicant and to ANC 2F.

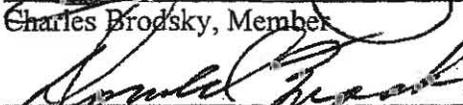
District of Columbia
Alcoholic Beverage Control Board


Peter B. Feather, Chairperson


Judy A. Moy, Member


Mital M. Gandhi, Member


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.

AMENDED AND RESTATED VOLUNTARY AGREEMENT

This Voluntary Agreement, dated 6th day of June, 2008, by and between Izalco Restaurant, Inc t/a Izalco Restaurant ("Licensee") located at 1228-11th Street, NW, Washington, DC and Advisory Neighborhood Commission 2F ("Commission").

WHEREAS, Licensee restaurant is currently operating a full-service restaurant with a CR liquor license in a mixed residential-commercial block pursuant to an existing voluntary agreement, and

WHEREAS, Licensee desires to change its hours of operation and effect an entertainment endorsement to provide karaoke, taped music, D. J. music and live music (not to exceed 5 musicians) and

WHEREAS, Licensee and representatives of the community have met to attempt to resolve issues associated with alcoholic consumptions in the neighborhood; and

WHEREAS, Licensee desires to enter in to a new Voluntary Agreement prior to renewal of its license to help to improve relations with the community;

NOW, THEREFORE, in consideration of the above and the covenants and promises set forth below, the parties do agree as follows:

1. Rat and Vermin Control Licensee shall provide rat and vermin control in its loading, unloading and trash dumpster area, providing pest control services not less than two times per month and trash removal not less that 3 times per week.

2. Security and Complaint Procedures. Licensee shall provide internal and

external security to control, monitor and prevent the patrons from loitering outside the restaurant after exiting, creating public nuisance, urinating and loud conversation outside residential properties. Licensee shall provide uniformed security guards from 9 p.m. until closing on Friday nights, Saturday nights and one random additional night per week. These security personnel shall require patrons to disperse from the area, shall discourage public drinking, urination and loud conversation within 50 feet of the premises, and shall call police immediately when legal infractions are observed. Further, Licensee will post signage at the entrance and make audible announcements throughout the venue at closing to instruct patrons that they are within a residential neighborhood and ask them upon leaving to do so quietly. Further, Licensee shall (1) maintain a telephone number and (2) provide a means on its web site for any person who may perceive that Licensee or its patrons are disturbing the peace, quiet and order within the community to register complaints. Licensee will annually inform the Logan Circle Community Association, the Commission, and Blagden Alley Association of such number. Licensee shall during all hours of operation designate an employee to whom any such complaint will be directed. Licensee shall (1) immediately investigate such complaint to determine whether the source of the problem, if any, relates to Licensee's operations or involves a patron of Licensee and, if so, (2) take reasonable action to abate such problem, and (3) unless requested otherwise by the complainant advise what determination Licensee has made and what action it has been taken. Licensee shall maintain (and retain for a period of three years) logs of all such telephone calls, results and actions, and permit access to such record by the ANC.

3. Drugs. Licensee shall prohibit sales of illegal drugs within or in front of the Establishment, and shall contact the police when known or suspected drug transactions occur. Licensee shall cooperate with the police in prosecuting all violations.

4. Staging. Licensee shall stage patrons waiting for seating inside, not outside the establishment. Licensee will take every action necessary to discourage outside loitering.

5. Street Cleaning. Licensee shall keep the sidewalks and tree boxes outside the establishment clean at all times, and the curbs free of trash.

6. Location of dumpsters Licensee shall locate a trash dumpster in the rear of the establishment.

7. Deliveries. Deliveries to the establishment will not be scheduled before 7 a.m. or after 6 p.m.

8. Music/ Entertainment. Provided Licensee remains in compliance with this Agreement, the Commission will support an Entertainment Endorsement to its liquor license to permit karaoke, taped music, D. J. music, live music entertainment designating dancing area (not to exceed and area of 8' x 10' feet) and use of two (2) pool tables

9. Noise Licensee will comply with the D.C. Noise Control Act and will make additional architectural improvements to the property as may be required from time to time to ensure that music, noise and vibration from the establishment are not audible from within the adjacent residential properties or from outside the premises. Licensee will also ensure that music, noise and vibration are not disruptive to the adjacent residential property owners' reasonable use of outdoor areas of their property. In that regard:

a. Improvements to Property and Door Maintenance. As a condition for playing music or maintaining any other activity that generates sound (including microphones), Licensee agrees to install engineered sound control systems to assure the conditions set forth in

this paragraph 9 are maintained. If the Commission questions the adequacy of the sound control system, it shall have the right to require Licensee (at its expense) to provide a written opinion of a licensed sound engineer to the effect that the system meets good engineering practice and is sufficient to maintain sound levels as specified herein.

b. Operations to Reduce Noise. As a further means of operating in a manner that does not affect the quiet and peaceful enjoyment of adjacent properties and passers by, Licensee shall keep its doors shut at all times other than momentary use for entry and exit. If necessary, Licensee will take reasonable steps to reduce noise emanating from the establishment from the opening of entrance and exit doors. After 10:30 p.m. Licensee shall restrict the type of speakers and volumes of music within the establishment to minimize bass levels. Speakers will not be affixed to the building walls except with appropriately designed vibration dampeners.

c. Noise Relating to Entertainment Activities. In order to control noise affecting adjacent properties the following procedure will be rigorously followed: and/or other activities, they may telephone Licensee, which agrees to have a manager on premises at all times, and Licensee shall assure that its manager shall immediately respond to the complaint by ceasing the disturbing activities, including, without limitation, turning off any microphone or lowering volume of any recordings, or discontinuing any noise generating activities.

d. Special Remedies. Licensee agrees that if there are more than three noise complaints in any 3 month period arising out of a microphone, recording, or other sound emitting device, Licensee agrees to cease use of a microphone, recordings and other sound emitting devices, unless and until the Commission and Licensee can meet and negotiate a resolution to the problem. The parties agree that they shall negotiate in good faith. If the parties cannot reach a mutually agreeable solution, either party may resort to initiating a proceeding before the Alcohol Control Beverage Board (the "Board") for a resolution.

10. Sidewalk Café. Licensee will not operate an outside café.

11. Hours of Operation. Licensee's hours of operation shall be as follows:

Sunday	11:00 am to 3:00 am
Monday - Thursday	11:00 am to 2:00 am
Friday - Saturday	11:00 am to 3:00 am
New Year's Eve	10:00 am to 4:00 am

Licensee's kitchen facilities shall remain open with full menu service until one hour before closing.

12. Menu. Licensee shall maintain a full menu and full service kitchen.

13. Conditions of liquor license Licensee will adhere to the conditions of the license for the establishment herein contained, and it is understood that the provisions of the Agreement shall become a part of the conditions of the license. Licensee agrees that if it shall fail to correct any violations of this Agreement within 30 days, the Commission may apply to the Board for a show cause hearing to suspend or revoke the Licensee's liquor license. Licensee agrees that it will not oppose the issuance of such notice, but nothing herein shall limit the Licensee's right to dispute the claim of violation.

14. Binding effect. This Agreement shall be binding upon and enforceable against the successors and assigns of Licensee during the term of the license.

15. Notices. Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, or return requested, postage prepaid, or hand delivered, to the other party. Notice is deemed to be received upon mailing. Notice is to be addressed as follows:

a. If to the License, to:

Izalco Restaurant, Inc.
1228 Eleventh Street, NW
Washington, DC 20001

With copy to:

Murray A. Kivitz, Esq.
Kivitz and Liptz, L.L.C.
5454 Wisconsin Ave.
Chevy Chase, MD 20815-6901

b. If to the Commission, to:

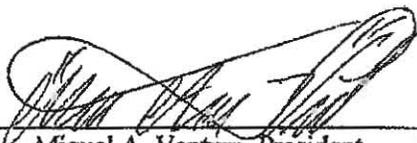
Advisory Neighbor Commission 2F
Charles Reed, Chairman
c/o Kile, Goekjian, Reed & McMamus, PLLC
1200 New Hampshire Avenue, NW, Suite 570
Washington, DC 20036

With copy to:

Office of Advisory Neighborhood Commissions
1350 Pennsylvania Avenue, NW, Washington, DC, 20004.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first written:

Izalco Restaurant Inc.

By: 
Miguel A. Ventura, President

**ANC Neighborhood Advisory
Commission-2F.**

By: 
Charles D. Reed, Chairman