

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

In the Matter of:)	
Tacodog, LLC)	
t/a Taqueria Nacional)	
Applicant for a New)	Case No. 12-PRO-00063
Retailer's Class CR License)	License No. ABRA-089558
at premises)	Order No. 2012-527
1407 T Street, N.W.)	
Washington, D.C. 20009)	

Tacodog, LLC, t/a Taqueria Nacional (Applicant)

William Stephens, Chairperson, Advisory Neighborhood Commission (ANC) 2B

Joan Sterling, on behalf of Shaw-DuPont Citizens Alliance, Inc. (SDCA)

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

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF
PROTESTS OF ANC 2B AND SDCA**

The Application filed by Tacodog, LLC, t/a Taqueria Nacional (Applicant), 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 July 16, 2012 and a Protest Status Hearing on September 12, 2012, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant, ANC 2B, and SDCA have entered into a Voluntary Agreement (Agreement), dated November 19, 2012, that governs the operation of the Applicant's establishment.

Tacodog, LLC
t/a Taqueria Nacional
Case No. 12-PRO-00063
License No. ABRA-089558
Page 2

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Chairperson William Stephens, on behalf of ANC 2B; and Joan Sterling, on behalf of SDCA, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protests filed by ANC 2B and SDCA.

Accordingly, it is this 12th day of December, 2012, **ORDERED** that:

1. The Application filed by Tacodog, LLC, t/a Taqueria Nacional, for a new Retailer's Class CR License, located at 1407 T Street, N.W., Washington, D.C., is **GRANTED**;
2. The Protests of ANC 2B and SDCA in this matter are hereby **WITHDRAWN**;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 modifications:

Section 12 (Enforcement of This VA) – The following language shall be removed: "Failure to do so by the Applicant shall be cause to request a Show Cause Hearing before the ABRA Board."

Section 13 (Right to Protest, Notice and Opportunity to Cure) – The following sentence shall be modified to read as follows: "If Applicant fails to cure said breach, or fails to take the necessary measures to undertake the curing of the said breach within 30 days, the parties may file a complaint with ABRA if there is a violation to the VA."

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant, ANC 2B, and Joan Sterling, on behalf of SDCA.

Tacodog, LLC
t/a Taqueria Nacional
Case No. 12-PRO-00063
License No. ABRA-089558
Page 3

District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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

VOLUNTARY AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of November, 2012, by and between Tacodog, LLC, t/a Taqueria Nacional (hereinafter the "Applicant"), The Advisory Neighborhood Commission 2B (hereinafter "ANC 2B") and the Shaw-Dupont Citizens Alliance (SDCA) who are listed as parties of record (hereinafter the "Protestants").

WHEREAS, Applicant has filed a new application with the District of Columbia Alcoholic Beverage Control Board (hereinafter "ABC Board") for issuance of a class "C" license for the restaurant premises located at 1409 T Street, N.W. (hereinafter the "Restaurant").

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to address neighborhood concerns by negotiating agreements, the parties hereto being desirous of entering into an agreement whereby Applicant will agree to adopt certain measures to address the ANC 2B's concerns and ANC 2B will agree to withdraw its protest opposing the ABC Board's issuance of the ABC license to the Applicant.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings memorialized herein, the parties agree as follows:

1. NATURE OF THE BUSINESS:

The Applicant herein agrees to manage and operate a full service restaurant, serving breakfast, lunch, and dinner. Its primary focus is to be a "neighborhood" establishment serving the immediate community in which it seeks to operate. Accordingly, the following provisions are structured to support the successful operation of such an establishment. Any deviation from this model will be considered a violation of the terms of this Voluntary Agreement (hereinafter "VA"), and subject to any/all remedial provisions allowed by the Alcoholic Beverage Regulation Administration (hereinafter "ABRA") regulations and statutes.

2. HOURS OF OPERATION (Interior)

Applicant's hours of operation shall be consistent with those established as appropriate for the neighborhood given their close proximity to the densely populated residential community in which they seek to operate. Food service will continue until half an hour prior to closing.

Sunday - Thursday: 8:00 am - 12:00 am
Friday & Saturday: 8:00 am - 1:00 am

3. HOURS OF OPERATION (T street sidewalk Café)

Monday - Friday: open at 10:00 am
Saturday and Sunday: open at 10:00 am
Friday and Saturday: close at 12 midnight (totally closed down, no patrons in sidewalk café)
Sunday - Thursday: close at 11 p.m. (totally closed down, no patrons in sidewalk café)

4. SIDEWALK CAFÉ:

Applicant will operate its sidewalk café in accordance with all regulations as stipulated in its public space permit for a total of 20 seats. The sidewalk café seating at the Taqueria is intended for full dining only. The applicant will take all reasonable measures to move patrons inside if not consuming food.

All customers for the sidewalk café must enter through the main entrance to the establishment, and management will encourage no queuing of customers on T Street. All queuing must be staged inside the establishment and regulated to prevent any extraneous noise that might potentially disturb the surrounding residents.

There will be no music permitted in the outdoor café. If neighbors feel there is an unreasonable amount of audible music outside of the establishment, the applicant agrees to take reasonable measures, in consultation with the affected neighbors, to abate the problem to the satisfaction of all parties.

There will be no heaters permitted in the sidewalk café.

All sidewalk café furniture must be removed nightly and taken inside the establishment at closing of the restaurant. The sidewalk café and the immediate surrounding area will be thoroughly cleaned and free of all debris every night at closing.

Spilled food must be picked-up daily, and not washed into the gutters and left as a food source for rodents.

5. ENTERTAINMENT

During the normal hours of operation, Applicant shall be permitted to have background music, which shall be kept at a level free of any vibrations detectible from outside the establishment.

Applicant is prohibited from having events by private promoters, events that are advertised publicly, events that seek to have a cover charge, or any event that is demonstrative of a "club" or "lounge" operation. Such events shall be deemed a violation of this VA.

6. TRASH:

As the property housing this establishment is landlocked, the maintenance of trash is of particular importance to the neighbors. Trash receptacles placed on public space during operating hours of the sidewalk café, must be kept clean, regularly maintained so as not to overflow, and must be moved indoors upon the closing of the outdoor café and stored indoors overnight.

All other trash and food refuse will be maintained inside the premises at all times, except during the exact times of collections by a licensed Trash hauling company. Trash cannot be put out in anticipation of any scheduled pick-up until the actual pick-up arrives, and cannot be put out on the public space overnight, or at any time prior to the actual pick-up.

Trash receptacles cannot be washed or maintained on the public space.

Any signs of rodent presence will be cause to require immediate extermination services.

All trash pick-ups, and bottle collection, must be made on 14th Street between the hours of 8:00am and

3:00pm. NO trash trucks or pick-ups will be permitted on T Street.

7. NOISE:

To avoid any disturbances to the surrounding neighbors, there will be no queuing of customers on T Street.

Applicant agrees to post reasonable signage on the door of the establishment reminding their patrons that the residential nature of the community necessitates that they maintain a respectful level of decorum upon leaving the establishment.

If neighbors feel there is an unreasonable amount of audible music outside of the establishment, the applicant agrees to take reasonable measures, in consultation with the affected neighbors, to abate the problem to the satisfaction of all parties.

8. PARKING:

Applicant recognizes the importance of parking not only for its success and the convenience of its patrons, but also ANC 28's concern as to the potential impact of Applicant's patrons on street parking in the surrounding residential community. Therefore, the Applicant agrees that it shall follow a policy which includes notifying patrons and potential patrons on the Establishment's website of (i) nearby available public parking facilities, and not promote the use of on-street parking; and (ii) nearby public transportation, including subway and bus lines.

9. DELIVERIES:

All deliveries must be made on 14th Street between the hours of 8:00 am and 3:00 pm. NO deliveries will be permitted to be made from T Street, and NO delivery vehicles will be permitted to park, stand or double park on T Street at any time. The applicant agrees to take all reasonable measures to utilize the east door (furthest from adjacent condo building) for deliveries.

10. SECURITY:

The Applicant shall have an ABC licensed manager on duty at all hours of operation, and herein agrees to furnish the protestants with the contact name(s) and telephone number(s) for any/all personnel appropriate to contact for any problems perceived by the protestants/neighbors:

Name: Catalina Rivas General Manager Contact Telephone: 202-294-4566

Name: John Fulchino, Managing Member Contact Telephone: 202-431-1819

11. LICENSE AND OWNERSHIP:

Applicant agrees to abide by all ABRA regulations regarding the ownership of the license.

In the event of the sale or transfer of this license, this VA will remain in effect, and the existence of this VA will be fully disclosed to any potential transferee, assignee, or contractee.

12. ENFORCEMENT OF THIS VA

In the event of a violation of any provision of this VA, the complainant must provide written notice to the Applicant via Certified Mail, Return Receipt Requested, and the Applicant must be given 30 days to cure the violation. Failure to do so by the Applicant shall be cause to request a Show Cause Hearing before the ABRA Board.

13. RIGHT TO PROTEST, NOTICE AND OPPORTUNITY TO CURE:

In the event that the Applicant is in breach of this agreement (not requiring an ABRA-defined violation), Applicant shall be notified in writing of such alleged breach and given 30 days from date of complaint to cure said breach. If Applicant fails to cure said breach, or fails to take the necessary measures to undertake the curing of the said breach within 30 days, it shall be deemed a violation of the VA and grounds for requesting a Show Cause Hearing before the ABC Board.

Any notices required to be made under this Agreement shall be in writing and mailed by Certified mail to the other Parties to this Agreement at the addresses of record with ABRA. Notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

If to Applicant:

Taqueria Nacional
1409 T Street NW
Washington, DC 20009

If to ANC:

DuPont Circle ANC28
9 DuPont Circle
Washington, DC 20036
Attn: Chairman (as named on website)

If to SDCA:

Shaw-DuPont Citizens Alliance, Inc.
PO Box 73153
Washington, DC 20056
Attn: President

14. WITHDRAWAL OF PROTEST:

Protestant agrees to the issuance of the license and the withdrawal of their protest upon execution of this Agreement and provided that this Voluntary Agreement is incorporated into the Board's issuing, amending or renewing the license, which is thereby conditioned upon compliance with such Voluntary Agreement.

IN WITNESS WHEREOF, the Parties place their signatures to this agreement, this 19th day of November, 2012.

APPLICANT:

Tacodog, LLC t/a Taqueria Nacional

By: [Signature]

John Fulchino, Managing Member

PROTESTANT:

The Advisory Neighborhood Commission 2B ("ANC 2B")

By: [Signature]

Will Stephens, Chair

PROTESTANT:

Shaw-DuPont Citizens Alliance, Inc

By: [Signature]

Joan Sterling, President