

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

In the Matter of:)
)
El Tropical)
t/a La Frontera Cantina)
)
Application for a Retailer's Class)
CR License – substantial change)
at premises)
1633 17th Street, N.W.)
Washington, D.C.)
_____)

Case No. 11097-04/055P
2004-32

Vince Micone, Chairman on behalf of the Advisory Neighborhood Commission 2B,
Protestant

Felix Ayala, Owner on behalf of El Tropical

Dimitri P. Mallios, Attorney on behalf of Applicant

BEFORE: Charles A. Burger, Chairperson
Vera Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member

**ORDER ON WITHDRAWN PROTEST
AND VOLUNTARY AGREEMENT**

The application request for the substantial change to include a sidewalk café permit with seating for 42, and hours of operation from 11:00 a.m. daily and closing at midnight, Monday through Thursday, 1:30 a.m. on Friday and Saturday, and 11:00 p.m. on Sunday, was protested. The matter came before the Board on January 28, 2004, in accordance with D.C. Official Code Section 25-601 (2000 Edition). Vince Micone, Chair, on behalf of the Advisory Neighborhood Commission 2B, filed timely opposition.

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 March 17, 2004, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the

El Tropical
t/a La Frontera Cantina
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pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 14th day of April 2004, **ORDERED** that:

1. The opposition of Vince Micone, Chair, on behalf of the Advisory Neighborhood Commission 2B, is **WITHDRAWN**;
2. The request for the substantial change to include a sidewalk café permit with seating for 42, and hours of operation from 11:00 a.m. daily and closing at midnight, Monday through Thursday, 1:30 a.m. on Friday and Saturday, and 11:00 p.m. on Sunday, for El Tropical t/a La Frontera Cantina for a Retailer's Class CR license (substantial change) at 1633 17th Street, N.W., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board

Charles A. Burger
Charles A. Burger, Chairperson

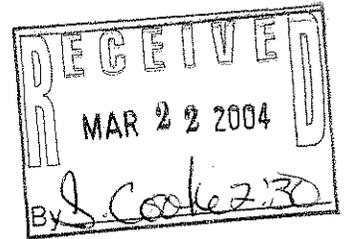
Vera Abbott
Vera Abbott, Member

Judy A. Moy
Judy A. Moy, Member

Audrey E. Thompson
Audrey E. Thompson, Member

Peter B. Feather
Peter B. Feather, Member

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DIMITRI P. MALLIOS (DC, MD)

March 22, 2004

District of Columbia
Alcoholic Beverage Control Board
941 North Capitol Street NE
Washington, D.C. 20002

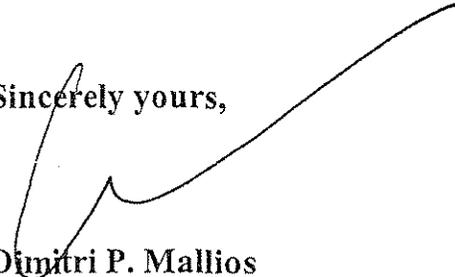
Attention: Laura Byrd

Dear Ms. Byrd:

Enclosed herewith is a Voluntary Agreement in connection with the matter of El Tropical, t/a La Frontera Cantina, which is scheduled for a status conference on March 24th at 9:30 A.M. This matter has been resolved pursuant to the enclosed Voluntary Agreement.

Would you therefore please remove it from the calendar. If you have any questions, please call.

Sincerely yours,



Dimitri P. Mallios

DPM:js

Enclosure

VOLUNTARY AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of MARCH 2004, by and between El Tropical Trading as La Frontera Cantina (hereinafter the "Applicant"), and Advisory Neighborhood Commission 2B, (hereinafter the "Protestant"), witnesses:

Whereas, the Applicant has filed a substantial change application (#11097-04/055P) with the DC Alcoholic Beverage Control Board (hereinafter the "Board") for the purpose of an expansion to include a sidewalk café for premises known as La Frontera Cantina located at 1633 17th Street NW, in Washington, DC.

Whereas, the Protestant has filed before the ABC Board a protest opposing the granting of this substantial change application.

Whereas, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary 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) Protestant will agree to the issuance of the substantial change related to this license and withdrawal of the Protest provided that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement.

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

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

1. Hours. The hours of operation for the sidewalk café shall be:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Sidewalk Café:	9 AM - 11 pm	11 AM - 12 am	11 AM - 12 am	11 AM - 11 pm			

All patrons shall be cleared from the sidewalk café within fifteen (15) minutes after closing.

2. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including 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 DCMR 905. No outdoor music, live or taped, shall be heard or played in the outdoor café.
3. Trash/garbage/rodents. Applicant shall maintain regular trash garbage removal service, regularly remove trash from the trash area, and see that the trash area remains 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. All garbage from the sidewalk café will be stored inside the restaurant, or in appropriate containers in the rear of the building. No trash storage shall be allowed in the area of the sidewalk café.

4. Exterior and public space and sidewalk café usage provisions.

(a) Applicant shall assist in the maintenance of the alleyway 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. 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 at closing. Applicant shall clean and sweep the sidewalk café and adjoining sidewalk and curbside area nightly after closing.

(b) Applicant will comply with all applicable signage regulations, including those for historic districts and will remove those that are in violation.

(c) Applicant will hose down areas in front of and in the rear of the establishment daily to remove food debris, except in below freezing weather.

(d) The sidewalk café shall have no more than forty-two (42) seats. A station may be used for water service, silverware, and napkins.

(e) All food and drinks shall be purchased from a waiter by patrons sitting down; no one standing will be served food or drinks. No food or drink shall be transported to or from the interior of the restaurant to or from the sidewalk café by patrons. The consumption of food by each sidewalk café patron shall be encouraged.

5. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage those leaving the establishment to keep conversations and noise down after 11 pm.

6. Modification and Transfer. This agreement can be modified only upon written notice by the ABC Board, or by mutual agreement of all the parties and with written approval of the ABC Board. In the case of ANC 2B, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written approval from ANC 2B. This agreement allowing for the Applicant's use of the sidewalk café shall not transfer to any new owner or operator of the establishment or subsequent holder of the Applicant's ABC license without the express approval of the ABC Board and the Protestant.

7. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

8. Withdrawal of protest. Protestant agrees to the issuance of the substantial change to the license and the withdrawal of its protest, provided that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

El Tropical 1/2 La Frontera Cantina

By:

Felix Ayala

Owner, El Tropical 1/2 La Frontera Cantina

Date:

3/17/04

PROTESTANT:

Advisory Neighborhood Commission 2B

By:

Darren A. Bowie

Chair, ANC 2B

Date:

March 19, 2004