

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

_____ )	
<b>In the Matter of:</b> )	
)	
Guapo's Restaurant, Inc. )	
t/a Guapo's Restaurant )	
)	
Holder of a )	License No. ABRA-016332
Retailer's Class CR License )	Order No. 2011-023
)	
at premises )	
4515-4517 Wisconsin Avenue, N.W. )	
Washington, D.C. 20016 )	
_____ )	

Guapo's Restaurant, Inc., t/a Guapo's Restaurant ("Applicant")

Karen Perry, Chairperson, Advisory Neighborhood Commission (ANC) 3F

**BEFORE:** Charles Brodsky, Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Calvin Nophlin, Member  
Mike Silverstein, Member

**ORDER ON AMENDED VOLUNTARY AGREEMENT**

The Applicant and Advisory Neighborhood Commission 3F entered into a Voluntary Agreement (Agreement) dated August 2, 2004, setting forth the terms and conditions by which the Applicant would operate its establishment. This matter comes now before the Alcoholic Beverage Control Board (Board) to consider the Parties' Amendment to Voluntary Agreement (Amendment) dated December 15, 2010, in accordance with D.C. Official Code § 25-446 (2001).

The official records of the Board reflect that the Parties have agreed to amend the original Agreement; and the Applicant and Chairperson Karen Perry, on behalf of ANC 3F, are signatories to the Amendment. The Amendment has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Amendment, all

**Guapo's Restaurant, Inc.**  
**t/a Guapo's Restaurant**  
**License No. ABRA-016332**  
**Page 2**

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

Accordingly, it is this 12th day of January 2011, **ORDERED** that:

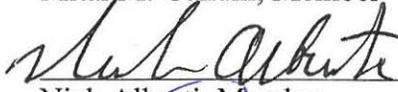
1. The Amendment to Voluntary Agreement by and between Guapo's Restaurant, Inc., t/a Guapo's Restaurant, located at 4515-4517 Wisconsin Avenue, N.W., Washington, D.C., and ANC 3F to the existing August 2, 2004 Agreement is **APPROVED**;
2. The above-referenced Amendment is **INCORPORATED** as part of the existing Agreement and this Order; and
3. Copies of this Order shall be sent to the Applicant and ANC 3F.

**Guapo's Restaurant, Inc.**  
**t/a Guapo's Restaurant**  
**License No. ABRA-016332**  
**Page 3**

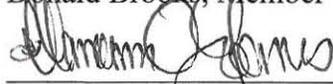
District of Columbia  
Alcoholic Beverage Control Board

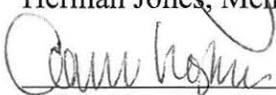
  
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Charles Brodsky, Chairperson

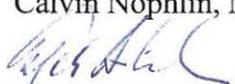
\_\_\_\_\_  
Mital M. Gandhi, Member

  
\_\_\_\_\_  
Nick Alberti, Member

  
\_\_\_\_\_  
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, 1250 U Street, N.W., Third Floor, Washington, DC 20009.

## VOLUNTARY AGREEMENT

Made this 15<sup>th</sup> day of December, 2010 by and between Guapo's Restaurant, Inc. t/a Guapo's Restaurant (Applicant) and Advisory Neighborhood Commission 3F, North Cleveland Park, Forest Hills and Tenleytown (the ANC).

WHEREAS, Applicant wishes to amend the hours of operation, sales, and summer garden operation for its Retailer's Class "CR" (Restaurant) liquor license for its premises at 4515-~~4~~517 Wisconsin Avenue, N.W. (License No. 016332); and

WHEREAS, both Applicant and the ANC (the Parties) desire to enter into an agreement commemorating certain understandings regarding the Applicant's operating plans;

NOW THEREFORE, in consideration of the premises herein recited, and the mutual covenants and promises set forth below, the parties agree as follows:

1. Applicant shall operate a *bona fide* restaurant on its premises.
2. The restaurant shall have a maximum of 185 seats inside and 54 seats outside for the exclusive use of dining patrons.
3. The bar will have a maximum of 20 seats primarily for the use of patrons waiting for dining service, but patrons may be given the option of dining at the bar if they wish.
4. Applicant's hours of operation, sales and summer garden operation will be 11:30 am to 12:00 midnight, Monday through Thursday; 11:30 am to 1:00 am, Friday and Saturday; and 11:00 am to 12:00 midnight on Sunday.
5. Applicant shall offer food service to its patrons at all times it is open. At no time shall a patron be able to purchase an alcoholic beverage from the Applicant and not be able to purchase food from the Applicant.
6. Applicant offers take-out service, but will not provide alcoholic beverages on a take-out basis.
7. In general, Applicant shall present only soft, recorded background music for dining. Applicant may permit live entertainment and dancing in the Fiesta Room on the second floor when it is rented by outside patrons. Any noise from live entertainment and dancing in the Fiesta Room shall be inaudible from the street.
8. Applicant shall not install or utilize any equipment for video games or juke boxes.
9. Applicant will post no signs advertising liquor sales, happy hours, or the like.

10. Applicant will take care of the public spaces that border the restaurant on Wisconsin Avenue.
11. Applicant shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Applicant shall ensure that its trash is removed in a timely manner. Applicant shall ensure that trash receptacles remain closed and free of vermin at all times. Applicant will limit noise after closing when disposing of trash and bottles in the receptacles.
12. Applicant shall maintain its ventilating system in proper working order at all times and shall immediately address any neighborhood concerns regarding odors.
13. Applicant shall comply with Section 5(d)(3) of the D.C. Noise Control Act as it pertains to businesses and shall ensure that noise from all mechanical equipment (air-conditioning, refrigerator, heat pump, fan, or other mechanical equipment regardless of location) shall be prohibited in excess of sixty (60) dB(A) when measured at the property line or as close to the property line as practical if there is an obstruction.
14. An ABC licensed manager, conversant with all aspects of this agreement, shall be on site at Applicant's premises during all hours of operation.
15. Any and all contemplated changes to Applicant's operation, as set forth herein or otherwise, will be brought to the attention of the ANC prior to implementation and will be implemented only after ANC approval, and when required by rules and regulations, ABC Board approval.
16. In consideration of and in reliance upon the commitments reflected in Paragraphs 1-15 above, the ANC will advise the ABC Board that it does not oppose Applicant's amendment of the hours of operation, sales, and summer garden operation for its Retailer's Class "CR" liquor license.
17. The Parties further agree that any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause to gain Applicant's compliance with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have affixed hereunto their hands and seals on the year and day first above written

By:  \_\_\_\_\_, for Applicant

By:  \_\_\_\_\_, Chair, ANC 3F



VERITAS

Veritas Licensing & Legislative Affairs

Andrew J. Kline\* Director

Terry Brennan License Administrator

Jes Julius Executive Assistant

*Rec'd  
1/5/11  
Jes*

January 3, 2011

**VIA E-MAIL AND HAND DELIVERY**

Thea D. Davis  
Assistant Attorney General  
Office of the General Counsel  
Alcoholic Beverage Regulation Administration  
1250 U Street, N.W., 3rd Floor  
Washington D.C. 20009

**RE: Amended Voluntary Agreement;  
Guapos Restaurant;  
4515-4517 Wisconsin Avenue, NW  
License No. 016332**

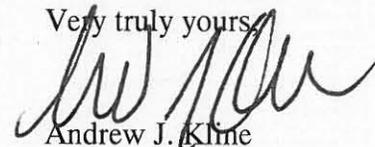
Dear Thea:

By letter dated July 13, 2010, a copy of which is enclosed for your convenience, this office on behalf of the above-referenced Applicant, requested that the Board approve an increase in the hours of operation. Although the Board approved the request, we were informed by ABRA staff that an amendment to the Voluntary Agreement between Applicant and ANC 3F entered into on August 2, 2004, was necessary in order to finalize the request.

Enclosed, for the Board's consideration, please find an updated Voluntary Agreement dated December 15, 2010 executed by Karen Perry, Chair ANC 3F and Hector Rincon, Jr. on behalf of the Applicant. Upon an order by the Board approving the revised Voluntary Agreement, please instruct ABRA staff to work with Terry Brennan of our office to issue an updated license.

Do not hesitate to contact me if you require any additional information in connection with this matter.

Very truly yours,



Andrew J. Kline

AJK/jrj

Encl.

cc: Karen Perry, ANC 3F  
Cynthia Simms, ABRA  
Hector Rincon, Jr.  
Terry Brennan (interoffice)  
all via email w/encl.

\*A non-lawyer representative providing representation before DC departments and agencies as permitted by statute or agency rule.

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

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<b>In the Matter of:</b>	)	
	)	
Guapo's Restaurant, Inc.	)	
t/a Guapo's Restaurant	)	
	)	License no. 16332
Application for a Retailer's Class	)	Application no. 8197
License CR	)	2005-20
at premises	)	
4515-17 Wisconsin Avenue, NW	)	
Washington, DC 20016	)	
<hr/>	)	

Karen L. Perry, Chair, Advisory Neighborhood Commission 3F

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

**ORDER ON VOLUNTARY AGREEMENT**

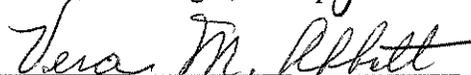
This matter came before the Board for approval on September 8, 2004. The signatories to the attached voluntary agreement dated August 2, 2004, submitted the agreement to the Board in accordance with the D.C. Official Code Title 25, Section 446 (2000 Edition). However, the Board amended the agreement by striking paragraph 15.

Having amended the agreement, the Board determined that the amended agreement complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this 5<sup>th</sup> day of January 2005, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and does **INCORPORATE** the text of the same into the Order.

Guapo's Restaurant, Inc.  
t/a Guapo's Restaurant  
Page two

District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Charles A. Burger, Chairperson

  
\_\_\_\_\_  
Vera Abbott, Member

  
\_\_\_\_\_  
Peter B. Feather, Member

  
\_\_\_\_\_  
Judy A. Mox, Member

\_\_\_\_\_  
Audrey E. Thompson, Member

## VOLUNTARY AGREEMENT

Made this 2nd day of August 2004 by and between Guapo's Restaurant, Inc., T/A GUAPO'S RESTAURANT (the Applicant) and Advisory Neighborhood Commission 3F, North Cleveland Park, Forest Hills, and Tenleytown (the ANC).

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board, is the Applicant's Application # 8197 for renewal of a Retailer's Class "CR" (Restaurant) liquor license for its premises at 4515-1417 Wisconsin Avenue, N.W.; and

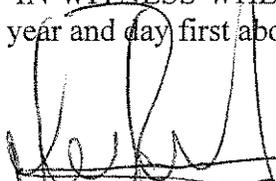
WHEREAS, both Applicant and the ANC ("the parties") desire to enter into an agreement commemorating certain understandings regarding Applicant's operating plans;

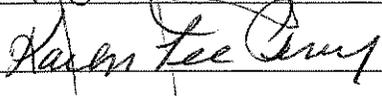
NOW, THEREFORE, in consideration of the premises above recited, and the mutual covenants and promises set forth below, the parties agree as follows:

1. Applicant shall operate a *bona fide* restaurant on its premises.
2. The restaurant shall have a maximum of 185 seats inside and 54 seats outside for the exclusive use of dining patrons.
3. The bar will have a maximum of 20 seats primarily for the use of patrons waiting for dining service, but patrons may be given the option of dining at the bar if they wish.
4. Applicant's hours of operation will be 11:30 am – 11:00 pm, Monday through Thursday; 11:30 am – 12:00 midnight, Friday and Saturday; and 11:00 am – 11:00 pm, Sunday.
5. Applicant shall offer food service to its patrons at all times it is open. At no time shall a patron be able to purchase an alcoholic beverage from the Applicant and not be able to purchase food from the Applicant.
6. Applicant offers take-out service, but will not provide alcoholic beverages on a take-out basis.
7. In general, Applicant shall present only soft background music for dining. Applicant may permit live entertainment and dancing in the Fiesta Room on the second floor when it is rented by outside parties. Any noise from live entertainment and dancing in the Fiesta Room shall be inaudible from the street.
8. Applicant shall not install or utilize any equipment for video games or juke boxes.
9. Applicant will post no signs advertising liquor sales, happy hours, or the like.

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11. Applicant shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Applicant shall ensure that its trash is removed in a timely manner. Applicant shall ensure that trash receptacles remain closed and free of vermin at all times. Applicant will limit noise after closing when disposing of trash and bottles in the receptacles.
12. Applicant shall maintain its ventilating system in proper working order at all times and shall immediately address any neighborhood concerns regarding odors.
13. Applicant shall comply with Section 5(d)(3) of the D.C. Noise Control Act as it pertains to businesses and ensure that noise from all mechanical equipment (air-conditioning, refrigerator, heat pump, fan, or other mechanical equipment regardless of location) shall be prohibited in excess of sixty (60) dB (A) when measured at the property line or as close to the property line as practical if there is an obstruction.
14. An ABC licensed manager, conversant with all aspects of this agreement, shall be on site at Applicant's premises during all hours of operation.
15. Any and all contemplated changes to Applicant's operation, as set forth herein or otherwise, will be brought to the attention of the ANC prior to implementation and will be implemented only after ANC approval, and when required by rules and regulations, ABC Board approval.
16. In consideration of and in reliance upon the commitments reflected in paragraphs 1-15 above, the ANC will advise the ABC Board that it does not oppose Applicant's pending Application # 8197 for renewal of a Retailer's Class "C" license.
17. The parties further agree that any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause to gain the Applicant's compliance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above written

By:  \_\_\_\_\_, for Applicant

By:  \_\_\_\_\_, Chair, ANC 3F