

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

In the Matter of:)	
)	
Oasis Liquor, Inc.)	
t/a Oasis Market)	
)	
Holder of a)	
Retailer's Class A License)	License No. ABRA-088531
)	Order No. 2013-389
at premises)	
1179 3rd Street, N.E.)	
Washington, D.C. 20002)	

Oasis Liquor, Inc., t/a Oasis Market (Licensee)

Tony Richardson, Commissioner, Advisory Neighborhood Commission (ANC) 6C

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

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Oasis Liquor, Inc., t/a Oasis Market (Licensee) and ANC 6C have entered into a Settlement Agreement (Agreement), dated January, 2013, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Commissioner Tony Richardson, on behalf of ANC 6C, are signatories to the Agreement.

Accordingly, it is this 11th day of September, 2013, **ORDERED** that:

1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 2(e) (Nature of Business) – The following sentence shall be modified to read as follows: “The Applicant will not sell or provide cups or single servings of ice.”

Section 2(g) shall be removed.

Section 4(f) (Maintenance of Premises) – The following sentence shall be modified to read as follows: “Applicant's log shall be provided to the Board and to any protestant during hearings involving future renewals or contested proceedings involving the Applicant's license.”

The parties have agreed to these modifications.

2. Copies of this Order shall be sent to the Licensee and ANC 6C.

Oasis Liquor, Inc.
t/a Oasis Market
License No. ABRA-088531
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District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member



Herman Jones, Member



Mike Silverstein, Member

Pursuant to D.C. Official Code § 25-433, 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 is made on the day of January, 2013 by and between Oasis Liquor, Inc, t/a Oasis Market and Advisory Neighborhood Commission 6C.

WHEREAS, the premises located at 1179 3rd Street NE, is within the boundaries of the ANC; and

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of license number ABRA-088531; and

WHEREAS, the parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the establishment in such a manner as to promote the peace, order and quiet of the neighborhood. Both parties recognize the importance of business neighborhoods that are safe, clean, and pedestrian friendly.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of Business.** The Applicant will manage and operate a Retailer's Class A license under the following provisions:
 - a. The Applicant will comply with all laws and regulations governing the operations of the establishment at 1179 3rd Street NE.
 - b. The Applicant will not divide a manufacturer's package of more than one container of beer, malt liquor or ale to sell an individual container of the package if the container is less than 70 ounces.
 - c. The Applicant will not sell, give, offer, expose for sale, or deliver an individual container, malt liquor, or ale if the container is 70 ounces or less, and will not sell spirits in half-pints or smaller volumes.
 - d. The Applicant will not allow the illegal public consumption of alcohol in or around its immediate area and will participate in an ABC board-approved course in alcoholic beverage sales management.
 - e. The Applicant will not sell provide cups or single servings of ice.

- f. The Applicant agrees to post this Voluntary Agreement alongside his ABC license.
- g. Any change from this model concerning hours of sales will be considered by both parties to be a substantial change in operations, and of great concern to nearby residents.

3. Hours of Operation and Sales.

The hours of operation shall be as follows:

- Sunday 10:00 a.m. – 10:00 p.m.
- Monday – Thursday 9:00 a.m. – 9:00 p.m.
- Friday - Saturday 9:00 a.m. – 10:00 p.m.

The hours of selling alcohol shall be as follows:

- Sunday 10:00 a.m. – 10:00 p.m.
- Monday – Thursday 9:00 a.m. – 9:00 p.m.
- Friday - Saturday 9:00 a.m. – 10:00 p.m.

4. Maintenance of Premises

- a. **Signage, Noise and Privacy.** In accordance with Title 25, Chapter 7, of D.C. Official Code, the applicant shall limit window advertisements to the permitted twenty-five percent(25%) of the window space and will prohibit and prevent loitering, rowdiness, panhandling and criminal activity within 100 feet of the establishment, to the best of its ability by:
 - b. Maintaining a "No Loitering/Panhandling" sign on the outside of the establishment, and
 - c. Posting a notice kept in good repair and visible from point of entry, a sign which states
 - i. The minimum age requirement for purchase of alcohol,
 - ii. The obligation of the patron to produce a valid identification document in order to purchase alcohol, and
 - d. Requesting loiterers to move on whenever they are observed outside of the establishment, and
 - e. Calling MPD to remove loiterers if they refuse Applicant's request to move on or if illegal activity is observed, and

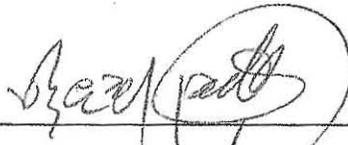
- f. Keeping a written record of dates and times when MPD is called for assistance. Applicant's log shall be provided to the Board and to any protestant during hearings involving future renewals of contested proceedings involving the Applicant's license, and
 - g. Applicant will ensure timely disposal of trash that is the least disruptive to the neighbors and that commercial trash pick-up will only take place between 7:00 a.m. and 7:00 p.m.
5. **Public Space cleanliness and maintenance.** Applicant will maintain the public space adjacent to the establishment in a clean and litter-free condition by:
- a. Exercising due diligence to prevent and or rid vermin infestation in and around the establishment, including following the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
 - b. Picking up trash, including beverage bottles and cans, and all trash on a regularly basis.
 - c. Maintaining regular trash removal service and ensuring the area around the trash can is kept clean at all times.
 - d. Removing snow and ice from sidewalks fronting the establishment within the time limits set by the District of Columbia.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant

Oasis Liquor, Inc
t/a Oasis Market
1179 3rd Street NE
Washington, DC 20002
Phone 202-544-0012

President Eun H Park



ANC Advisory Neighborhood Commission 6C

6C ABL Chairman, Tony Richardson



March 18, 2013

Mr. Fred Moosally, Director
Alcoholic Beverage Control Board
2000 Fourteenth Street N.W. Suite 4005
Washington, D.C. 20009

ALCOHOLIC BEVERAGE
REGULATION ADMIN

2013 JUL 30 P 3:46

Re: Extension of hours, Oasis Liquors and Capitol Fine Wines

ABRA *ME*

Dear Mr. Moosally:

On March 13, 2013, at the duly noticed, regularly scheduled, monthly meeting of ANC 6C, with a quorum of 6 out of 6 commissioners and the public present, the above-mentioned matter came before us.

After a discussion of the requests for extension of hours in accordance with changes in ABRA regulations, the commissioners voted unanimously, 6:0:0, to support the following:

- Oasis Liquors, 1179 Third Street N.E., extension of hours, 10 am to 10 pm on Sundays
- Capitol Fine Wines, 415 H Street N.E., extension of hours, 9 am to 12 midnight on all days.

Thank you for giving great weight to the recommendations of ANC 6C.

On behalf of ANC 6C,

Karen Wirt, chairperson
ANC 6C

Mikyung Yoon
t/a Oasis Liquors
License No: 79277
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The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant; Anne Phelps, on behalf of ANC 6C; Cheryl Grant, on behalf of CHNNA; and Anne Phelps, on behalf of a Group of Five are signatories to this Agreement.

Accordingly, it is this 9th day of December 2009, **ORDERED** that:

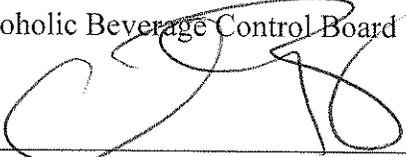
1. The Application filed by Mikung Yoon, t/a Oasis Liquors for a Transfer from Safekeeping to a new owner of a Retailer's Class A License located at 1179 3rd Street, N.E., Washington, D.C., is **GRANTED**;

2. The Protest in this matter is hereby **WITHDRAWN**;

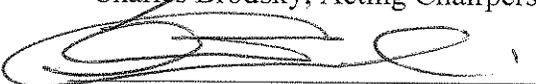
3. The above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Applicant, ANC 6C, CHNNA, and the Group of Five.

District of Columbia
Alcoholic Beverage Control Board



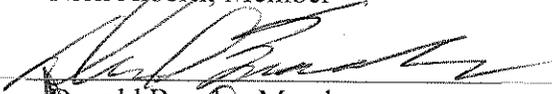
Charles Brodsky, Acting Chairperson



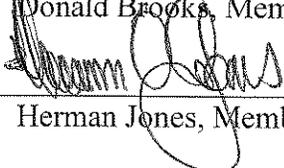
Mital M. Gandhi, Member



Nick Alberti, 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.

VOLUNTARY AGREEMENT

Oasis Liquor
1179 3rd St NE
Washington DC 20002

P R E A M B L E

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business to the Advisory Neighborhood Commission 6C (ANC 6C) community, while concurrently curtailing any adverse effects a business such as the applicant's could have on the surrounding neighborhood.

The applicant agrees to work regularly with ANC 6C, the Capitol Hill North Neighborhood Association (CHNNA), and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statement and provisions contained in this agreement are reasonable and must become wholly integrated in the day-to-day operation of the business establishment.

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 28 day of Nov 2009 by and between Oasis Liquors ("Applicant"), ANC 6C, CHNNA, and the Group of 56 residents ("Protestants"), (collectively, the "Parties").

W I T N E S S E T H

WHEREAS, Applicant has applied for a transfer from safekeeping to a new owner of its License Class A for a business establishment ("Establishment") located at 1179 3rd St. NE, Washington, D.C. ("Premises");

WHEREAS, Protestants are the ANC 6C, the CHNNA, and a Group of 56 residents, who filed a timely protest (the "Protest") against the issuance of the Applicant's license application pursuant to D.C. Official Code § 25-601(1) and 601(4), respectively;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; and

WHEREAS, the Parties are desirous of entering into a Voluntary Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic, and to eliminate the need for a Protest Hearing regarding the license application.

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 will manage and operate a Class A liquor store. Any change from this model shall be considered by both Parties to be a substantial change in operation of great concern to residents and requires prior approval by the ABC Board.

3. **HOURS OF OPERATION AND SALES.**

The Applicant's hours of operation shall be as follows:

Sunday: closed

Monday through Thursday: 9 a.m. – 9 p.m.

Friday and Saturday: 9 a.m. – 10 p.m.

The Applicant's hours for selling alcohol shall be as follows:

Sunday: closed

Monday through Thursday: 9 a.m. – 9 p.m.,

Friday and Saturday: 9 a.m. – 10 p.m.

4. **NAME CHANGE.** Applicant agrees to change establishment's trade name and signage from Oasis Liquors to Oasis Market to emphasize that the establishment's inventory goes beyond alcoholic beverages.

5. **RESTRICTIONS ON SALE/PROVISION OF CERTAIN ITEMS.**

- a. **Single Sales, Half-Pints, and Malt Liquor.** As prohibited in the District of Columbia "Consolidated Mt. Pleasant, Ward 2, and Ward 6 Single Sales Moratorium Act of 2008," the Applicant shall not sell single containers of beer, ale, or malt liquor where the capacity of the individual container is 70 ounces or less and the Applicant shall not sell liquor in half pints or smaller volume. Applicant shall not "repackage" prohibited single beers into two packs for sale.
- b. **Single cigarettes:** Applicant shall not sell, give, offer, expose for sale, or deliver individual single cigarettes.
- c. **"Go-cups"**. Applicant shall not sell, give, offer, expose for sale, or deliver "go-cups" or servings of plain ice in a cup. Per ABRA regulations, a "go-cup" is defined as "a drinking utensil provided at no charge or a nominal charge to a customer for the purpose of consuming alcoholic beverages off the premises of an establishment." Applicant may sell disposable cups to customers as long as they are pre-packaged (by store or manufacturer) containing no less than 12 cups. Applicant shall only sell ice to customers in pre-packaged forms (by store or manufacturer) containing no less than 3 (three) pounds.
- d. **Products associated with illegal drug activity.** Applicant agrees to not sell, give, expose for sale, or deliver products associated with illegal drug activity, including

cigarette rolling papers, pipes, needles, small bags, rosebud containers, or any other items which may be regarded as drug paraphernalia.

6. **PARKING.** The Applicant shall not park its vehicles or allow other vehicles to be parked between the sidewalk and the building or in the alleyway behind the establishment. Such parking is a safety issue and is strictly prohibited.
7. **SECURITY.** Applicant will provide adequate lighting to illuminate the exterior of the store after dark; Applicant shall install security cameras and keep digital records for 30 days. In the event MPD requires access to such video, applicant will comply.
8. **DISCOURAGING AND REPORTING ILLEGAL ACTIVITY.** Applicant agrees to assist ANC 6C to improve the quality of life in the Near Northeast neighborhood. To that end, Applicant agrees to contact police in the event of suspected illegal activity on/near the Premises and to cooperate with law enforcement in prosecuting violations.
9. **DISCOURAGING LOITERING.** The parties recognize that loitering in and around the establishment has been a significant problem in the past, and that the peace, order and quiet of the neighborhood will continue to be unreasonably affected if it is not reasonably controlled in the future. Applicant shall take all reasonable measures to discourage loitering within, in front and in the rear of the establishment, including posting a prominent "No Loitering" sign. Applicant shall actively discourage loitering in the vicinity of the Establishment. If the activities identified herein (or other action taken by Applicant) fail to reasonably prevent, loitering and drug sales on its premises, Applicant may be required to hire a licensed security guard to prevent such illegal conduct.
10. **DISCOURAGING PUBLIC INTOXICATION AND ALCOHOL ABUSE.** Applicant shall not, directly or indirectly, knowingly sell or deliver alcoholic beverages to any intoxicated person, or to any person of intemperate habits, or to any person who appears to be intoxicated, and will cooperate with the Metropolitan Police Department and health and social service agencies to identify such persons. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by the Metropolitan Police for any alcohol-related crime three times or more and who has been so identified to Applicant by the Metropolitan Police Department by giving a photo and name to Applicant. Applicant shall not sell or deliver alcoholic beverages to anyone accompanying a person who has been denied service. Applicant shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patrons are subject to being asked to produce valid proof of age. These specific sale restrictions shall be posted on signs in the establishment.
11. **MAINTENANCE OF PREMISES.**
 - a. Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, alley, and exterior areas of the Premises free of litter, bottles, and other 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 daily.

- b. Applicant shall remove trash from outside the premises daily.
- c. Applicant shall remove snow and/or ice from sidewalks on both sides of the property within the time limits set by the District of Columbia for such snow and/or ice removal.
- d. Applicant shall remove or cover graffiti written on the exterior walls of the property within two weeks of its appearance.
- e. Applicant shall endeavor to improve the exterior of the property with efforts such as paint, plantings, and other beautification efforts. Grass and weeds up to and including the tree box(es) and curb shall be kept trimmed.

12. **ADVERTISEMENTS.** In accordance with Title 25, Chapter 7, of the D.C. Code, the Applicant shall limit window advertisements to the permitted twenty-five percent (25%) of the window space. Applicant shall display no advertisement of any kind relating to alcoholic beverages on the exterior of any window or the exterior or interior of any door.

13. **PAY PHONES AND BILLBOARDS.** Applicant shall not support the installation of pay phones and billboards around the establishment (externally). The applicant shall take steps to have pay phone removed from the exterior of the establishment at the end of the current contract.

14. **LICENSE OWNERSHIP AND COMPLIANCE WITH ABRA REGULATIONS.** Applicant agrees to 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 Parties shall have standing to ask the ABC Board to enforce any violations of this agreement. Applicant also agrees to be the sole owner of the ABC license and agrees not to transfer or sell to any other entity before obtaining approval from the ABC Board. Applicant agrees to notify any prospective transferee, assignee, or successor in interest by contract, statute, or testamentary transfer of the existence of this Agreement and to provide them with a copy.

15. **PARTICIPATION IN THE COMMUNITY.** Applicant agrees to maintain open communication with the community, local law enforcement, and the Parties. To this end, Applicant shall occasionally attend ANC 6C public meetings, which currently occur on the second Wednesday of each month at 7:00 p.m. Applicant, upon notice from the ANC, shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement.

16. **NOTICE AND OPPORTUNITY TO CURE.** In the event of a violation of the provisions of this agreement, Applicant shall be notified in writing of such violation and shall be entitled to a reasonable opportunity to cure as a condition precedent to seeking enforcement of this agreement. Applicant agrees to respond to written response to any notice under this agreement within ten (10) business days. Notices shall be sent via first class mail postage prepaid, hand delivery, or by recognized overnight delivery service at the following address:

If to Applicant:

Name

Mikyung

Yoon

Address

8755
Alicott

Manahan Pl
city MD 21043

City, State, Zip

(202)

Fax (202)

Joseph Park

Address

1179 3RD NE

City, State, Zip

WASHINGTON, DC 20002

(202)

215-4539

Fax (202)

If to Protestants:

Advisory Neighborhood Commission 6C

P.O. Box 77876

Washington, DC 20013-7787

Attn: Alcoholic Beverage Licensing Committee Chair

Capitol North Neighborhood Association

P. O. Box 1705

Washington, DC 20013

Group of 56 residents

ANC Commissioner Anne Phelps

1150 5th St. NE

Washington, DC 20002

(202) 607-7826

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.

17. **WITHDRAWAL OF PROTEST.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, Protestants shall withdraw the Protest.

PROTESTANT:

ANC 6C

Anne Phelps

By: Printed Name

Anne Phelps

Signature

Nov. 28, 2009
Date

Capitol Hill North Neighborhood Association

Cheryl Grant
By: Printed Name

Cheryl Grant
Signature

11/28/2009
Date

Group of 56 residents

Anne Phelps
By: Printed Name

Anne Phelps
Signature

11/28/09
Date

APPLICANT:

Oasis Liquors
Establishment's Name

Joseph M. Park / OWNER.
By: Printed Name / Title

Joseph M. Park
Signature

Nov. 28, 2009
Date

Mikyung Yoon
By: Printed Name / Title

Yoon mikyung
licensee signature

Dec/01/09
Date