

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

In the Matter of:)
)
Mikyung Yoon)
t/a Oasis Liquors)
)
Application For Transfer from)
Safekeeping To a New Owner)
of a Retailer's Class A License)
)
at premises)
1179 3rd Street, N.E.)
Washington, D.C. 20002)
)

License No. 79277
Order No. 2009-277

Mikung Yoon, t/a Oasis Liquors, Applicant

Karen Wirt, Chairperson, Advisory Neighborhood Commission 6C ("ANC 6C")

Capitol Hill North Neighborhood Association ("CHNNA")

Anne Phelps, on Behalf of a Group of Five or More Individuals ("Group of Five")

BEFORE: Charles Brodsky, Acting Chairperson
Mital M. Gandhi, Member
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF PROTEST

The official records of the Alcoholic Control Board (Board) reflect that Mikung Yoon, t/a Oasis Liquors, Applicant 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., ANC 6C, CHNNA, and a Group of Five have entered into a Voluntary Agreement, dated November 28, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment. This Agreement constitutes a withdrawal of the Protest of this Application.

Mikyung Yoon
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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 The Protest in this matter is hereby **WITHDRAWN**;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



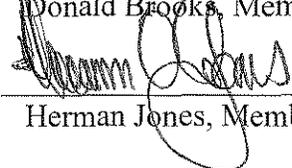
Mital M. Gandhi, Member



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 Manahan Dr
City, State, Zip Ellicott City MD 21043
(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