

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

_____ )	
In the Matter of: )	
)	
KYS, Inc., )	License Number: 76573
t/a Kovak's Liquors )	ORDER NUMBER: <u>2009-163</u>
)	
Renewal Application for Retailer's )	
Class A License )	
at premises )	
1237 Mount Olivet Road, N.E. )	
Washington, D.C. )	
_____ )	

KYS, Inc., t/a Kovak's Liquors, Applicant

William Shelton, Chair, Advisory Neighborhood Commission 5B (ANC 5B)

**BEFORE:** Peter B. Feather, Chairperson  
Mital M. Gandhi, Member  
Nick Alberti, Member  
Charles Brodsky, Member  
Donald Brooks, Member  
Herman Jones, Member

**ORDER ON VOLUNTARY AGREEMENT**

The official records of the Alcoholic Control Board (Board) reflect that KYS, Inc., t/a Kovak's Liquors (Applicant), filed an Application of Renewal of a Retailer's Class A License located at 1237 Mount Olivet Road, N.E., Washington D.C., and William Shelton, Chair, ANC 5B (collectively, the Parties), have entered into a Voluntary Agreement (Agreement) dated May 6, 2009, setting forth the terms and conditions that govern the operation of the Applicant's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Chairman Shelton are signatories to the Agreement.

KYS, Inc.  
t/a Kovak's Liquors  
License No: 76573  
Page 2

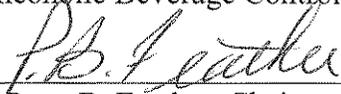
Accordingly, it is this 24<sup>th</sup> day of June 2009, **ORDERED** that:

1. The Application filed by KYS, Inc., t/a Kovak's Liquors, for the renewal of its Retailer's Class A license located at 1237 Mount Olivet Road, N.E., Washington, D.C., is **GRANTED**

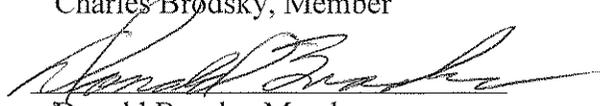
2. This above-referenced Voluntary Agreement submitted by the Parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and

3. Copies of this Order shall be sent to the Applicant and to ANC 5B.

District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Chairperson

Mital M. Gandhi, Member  
  
Nick Alberti, Member

Charles Brodsky, 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.

## Cooperative Agreement

THE DISTRICT OF COLUMBIA  
POLICE BEVERAGE  
COMMISSION

### ADVISORY NEIGHBORHOOD COMMISSION 5B AND KYS, Inc.

This Cooperative Agreement ("Agreement") made this 6<sup>th</sup> day of May, 2009, by and between KYS, Inc. trading as Kovak's Liquors ("Applicant"), and Advisory Neighborhood Commission 5B ("Protestant");

#### Preamble

Through this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business to the ANC 5B community, while concurrently curtailing any adverse effect a business such as the Applicant's could have on the surrounding neighborhood. This agreement applies to Class A liquor licenses that permit retail sales of beer, wine, and spirits for off premises consumption and Class B liquor licenses that permit retail sales of beer and wine for off premises consumption.

The Applicant agrees to work regularly with the ANC 5B, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained herein are reasonable and must be wholly integrated into the day-to-day operations of the business establishment.

#### Witnessed

**Whereas**, Applicant's premises is within the boundaries of ANC 5B; and

**Whereas**, Applicant has filed for renewal of its Retailer's Class A Liquor License for premises located at 1237 Mount Olivet Road, NE, Washington, DC; and

**Whereas**, Protestant has protested the renewal of the Applicant's license; and

**Whereas**, the parties have agreed to enter into this Agreement and request that the Alcohol Beverage Control Board approve the Applicant's Retailer's Class A Renewal Liquor License at the subject premises conditioned upon the Applicant's compliance with the terms of this written Agreement; and

**Whereas**, the parties wish to state their mutual intention and commitment to promote the success, peace, order, and quiet of the community; both parties recognize the importance of commercial districts (and limited commercial operations within the residential districts) and their adjacent neighborhoods such that they are safe, and clean.

**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) Compliance with Law**

- A) In addition to the requirements of this agreement, Applicant will operate in compliance with all applicable laws and regulations.
- B) Applicant agrees to abide by all ABRA regulations regarding the ownership and transfer of the license, and agrees to inform Advisory Neighborhood Commission 5B of their intention to do so.

**3) Hours of Operation for Sales of Alcohol**

- A) Applicant shall not sell alcohol before or after ABC regulated hours and specifically shall restrict the sale of alcohol to the following hours:
  - 1) For Class A License holders:
    - (a) 9:00 am – 10:00 pm Monday – Friday
    - (b) 9:00 am – 10:00 pm Saturday

**4) Alcohol Abuse Prevention**

- A) Applicant shall not, directly or indirectly, sell or deliver alcohol to any intoxicated person, to any person of intemperate habits, and/or to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by the Metropolitan Police Department for any alcohol-related crime three times or more in any one year and who has been so identified by the Metropolitan Police Department by giving a photo and name to the licensee.
- B) 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 must produce valid proof of age. These specific sales restrictions shall be posted on signs in the establishment.
- C) Applicant shall post a notice kept in good repair, and visible from any point of entry, a sign which states:
  - 1) The minimum age requirement for purchase of alcohol
  - 2) The obligation of the patron to produce a valid identification document in order to purchase alcohol
  - 3) The obligation of patrons over the legal age to purchase alcohol to not provide purchased alcohol to those under the legal age to purchase alcohol
- D) Applicant agrees to proactively contribute in Applicant's efforts to prevent alcohol abuse through methods such as:

- 1) Helping Applicant identify individuals who have been digitally captured and recorded while performing an illegal act such as, but certainly not limited to, providing alcohol to any person or persons under the age of 21, loitering on the establishment's property continuously after multiple warnings and removals, any person or persons disrupting the public peace and establishment's business while intoxicated, etc.

**5) Limitations on Sales of Non-Alcohol Retail Items**

- A) Applicant shall not sell, give, offer, expose for sale, or deliver "go-cups" 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," per DCMR §. 709.7. Applicant may sell disposable cups to customers, provided such cups are pre-packaged and contain no less than 12 cups.
  - 1) This clause is void if and when a Tasting License is in effect.
- B) Applicant shall only sell or provide ice to customers in pre-packaged forms containing no less than 5 pounds.
  - 1) This clause is void if and when a Tasting License is in effect.
- C) Applicant agrees not to sell, give, offer, expose for sale, or deliver products associated with illegal drug activity. These items are defined as "pipes, needles, mini-scales, non-prepackaged steel wool, small bags," or any other item or product which may be regarded as drug paraphernalia under 21 U.S.C. § 863(d).

**6) Loitering and Other Criminal Activity**

- A) Applicant shall make every reasonable effort to prohibit and prevent loitering and criminal activity on or within the immediate environs of the premises, including:
  - 1) Asking loiterer(s) to move on whenever they are observed outside the establishment or upon a patron's complaint of such loiters;
  - 2) Calling the Metropolitan Police Department to remove loiterer(s)
    - (a) If loiterer(s) refuse Applicant's request to move on within ten minutes of the request, or
    - (b) Within ten minutes of patron complaint if Applicant is unable to ask the loiter(s) to disperse directly;
  - 3) Calling the Metropolitan Police Department if illegal activity is observed;
  - 4) Keeping a written record of dates and times (i.e. a log) when the Metropolitan Police Department has been called for assistance. Applicant's log upon request shall be provided to the Advisory Neighborhood Commission 5B, given there be a valid reason for the request's purpose.

5) Licensee agrees to the following security plan:

- (a) Discouraging loitering
- (b) Discouraging panhandling
- (c) Contacting MPD if criminal activity is observed
- (d) Maintaining incident log

B) Applicant agrees to post signs, kept in good repair, in highly visible locations that announce the following:

- 1) Prohibition against selling alcohol to minors;
- 2) Discouraging loitering, panhandling and contributing to panhandling;

**7) Cleanliness and Conditions of Premises and Immediate Environs:**

- A) Applicant shall continue to maintain the establishment and premises in a commercially reasonable condition, including those conditions set forth below. Applicant agrees that a commercially reasonable condition includes that which is consistent with a vision towards continued enhancement and improvement of the neighborhood and the commercial operations within the ANC 5B community. No unsightly condition shall be permitted to exist in public view.
- B) Applicant will maintain the immediate environs of the establishment. "Immediate environs" is defined in DCMR §. 720.2 as including "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."
- C) Applicant shall continue to clean any sidewalks to the front and side of the establishment up to and including the curb, and any alleyway behind or to the side of the establishment on a regular basis.
- D) Applicant shall continue to maintain trash, garbage, and recycling material storage facilities in which all containers have lids that are kept securely closed at all times, which containers shall be sufficient to contain all trash, garbage, and recycled materials generated by the establishment, and to assure that the trash, garbage, and recycled materials are removed regularly.
- E) Applicant shall exercise due diligence to prevent and/or rid vermin infestation in and around said establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
- F) Applicant shall remove snow and/or ice from sidewalks fronting (including sidewalks on the other side of buildings that occupy corner lots) within time limits set by the District of Columbia for such snow and/or ice removal.

- G) Applicant shall continue to remove graffiti written on the exterior walls of the property or on any items belonging to the establishment (e.g. dumpster) within thirty days of the first appearance of said graffiti.

#### 8) Renovation and Signage at Premises

- A) Applicant shall join the constituents and residents of Advisory Neighborhood Commission 5B to repaint the storefront and all exterior walls with a non-high gloss color, if and/or when the quality of the current exterior is no longer in acceptable condition.
- B) Applicant shall not install signage on the front windows so as to obstruct visibility into the establishment.
- C) Applicant agrees that any and all signage displayed or posted on the exterior walls of the establishment will be kept in good repair and professional in appearance.

#### 9) Limitations on Advertising

- A) Applicant agrees not to occupy more than 80% of display space with display signage for alcohol, or tobacco products of the subject establishment. Signage indicating that Applicant sells beer or wine is acceptable for Class B holders, and signage indicating that Applicant sells beer, wine, and liquor is acceptable for Class A license holders.

#### 10) Cooperation with Community and ANC 5B

- A) Applicant agrees to attend ANC 5B<sup>08</sup> meetings and Police Service Area meetings, if held, to the best of their ability.
- B) Applicant agrees to notify Applicant of such meetings, if held, to the best of their ability via telephone calls, newsletters, and/or e-mail list subscriptions.

#### 11) Enforcement and Notices

- A) In the event of a violation of the provisions of this Agreement, Applicant shall be notified by ANC 5B in writing alleging such violation and given an opportunity to cure such violation or respond to said alleged notice of violation within no more than thirty days, unless there are extenuating circumstances.
- B) Applicant and Applicant agree to enter into this agreement. Should any of the conditions of this agreement be breached, it is understood by all parties that ANC 5B, or others shall immediately petition the ABC Board for a "show cause" hearing pursuant to 23 DCMR §. 1513.5.
- C) Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement. Notice is deemed to be received upon mailing.

D) This cooperative agreement shall be binding upon and enforceable against the successors, and assignors of the Applicant will continue in force for any and all subsequent license holders at the subject location.

**12) Counterparts**

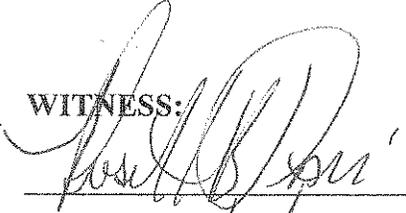
This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

**APPLICANT:**

By:   
KYS, Inc. trading as Kovak's Liquors  
1237 Mount Olivet Road, NE  
Washington, DC  
Date: 06.09.09.

**WITNESS:**

  
Date: 6/9/09

**PROTESTANT:**

By:   
William C. Shelton, Chairperson  
Advisory Neighborhood Commission 5B  
2100 New York Avenue, NE  
Washington, DC  
Date: 6-9-09

BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of: )

Kovak's Liquors )

t/a Kovak's Liquors )

Application for a Retailer's )

Class A - renewal )

at premises )

1237 Mt. Olivet Road, NE )

Washington, DC )

Case No. 167-01/056P

Rhonda Chappelle, Chairperson, Advisory Neighborhood Commission 5B  
(ANC 5B), Protestant

Sung Chul Cho, President, Applicant

BEFORE: RODERIC L. WOODSON, ESQUIRE, CHAIR  
VERA M. ABBOTT, MEMBER  
ELLEN OPPER-WEINER, ESQUIRE, MEMBER  
CHARLES A. BURGER, MEMBER  
JUDY A. MOY, MEMBER  
AUDREY E. THOMPSON, MEMBER  
LAURIE COLLINS, MEMBER

**ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT**

This matter, having been protested, was scheduled for a roll call hearing on May 30, 2001, in accordance with D.C. Code Section 25-115(c)(5) (1999 Supp.), providing for the protestants to be heard. The Board received a timely protest letter from Rhonda Chappelle, Chairperson, ANC 5B, dated May 11, 2001.

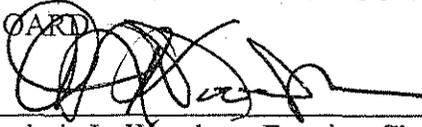
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement, dated July 12, 2001, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

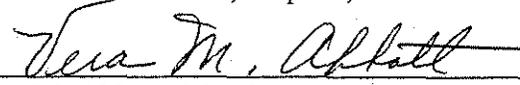
Kovak's Liquors, Inc.  
t/a Kovak's Liquors  
Page 2

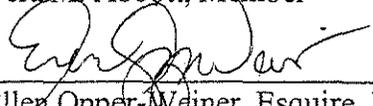
Accordingly, it is this 19<sup>th</sup> day of Sept. 2001, **ORDERED** that:

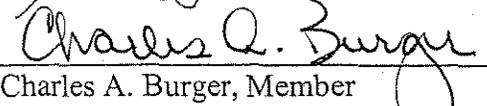
1. The opposition of Rhonda Chappell, Chairperson, ANC 5B, be, and the same hereby is **WITHDRAWN**;
2. The application of Kovak's Liquors, Inc., t/a Kovak's Liquors, for a retailer's class A license (renewal) at premises 1237 Mt. Olivet Road, NE, Washington, DC, be, and the same hereby, is **GRANTED**; and
3. The above-referenced agreement between the parties, be, and the same hereby is **INCORPORATED** and part of this **ORDER**; and;
4. Copies of this Order shall be sent to the Protestant and the Applicant.

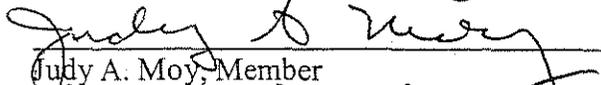
DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL  
BOARD

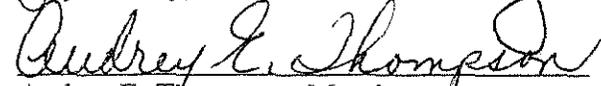
  
Roderic L. Woodson, Esquire, Chair

  
Vera M. Abbott, Member

  
Ellen Opper-Weiner, Esquire, Member

  
Charles A. Burger, Member

  
Judy A. Moy, Member

  
Audrey E. Thompson, Member

  
Laurie Collins, Member

# 167

## Advisory Neighborhood Commission 5B

1355-57 New York Avenue, Northeast  
Washington, D.C. 20002  
Voice #: 202 526-8545  
Fax #: 202 526-8262

### VOLUNTARY AGREEMENT

Made the 12<sup>th</sup> day of July, 2001, by and between Kovak's Liquors, t/a Kovak's Liquors, 1237 Mount Olivet Road, Northeast, Ret. A - renewal application Case No. 167-01/056P, (hereinafter "Applicant"), and Advisory Neighborhood Commission 5B (hereinafter "Protestant").

WHEREAS, Applicant filed with the District of Columbia Alcoholic Beverage Control (ABC) Board (hereinafter "the Board") an application for renewal of its Retailer's License Class A for premises 1237 Mount Olivet Road, Northeast, and,

WHEREAS, Protestant lodged with the Board a protest of said application; and,

WHEREAS, the parties subsequently have negotiated in an effort to resolve the issues raised by Protestant's objections to renewal of the license, and,

WHEREAS, the parties desire to enter into a voluntary agreement, pursuant to 23 D.C.M.R Section 1513, commemorating their several agreements;

NOW, THEREFORE, the parties agree as follows:

1. Applicant will make its best efforts to keep the exterior of its premises, in a clean and litter-free condition.
2. Applicant will make its best efforts to prohibit and prevent loitering and panhandling on the sidewalk and parking lot immediately adjoining its premises. Applicant will post conspicuously no loitering signs on the exterior of the front and side of its premises.
3. Applicant's principal will endeavor to attend ANC 5B meetings on a regular basis when practicable.
4. Applicant acknowledges that failure to adhere to the restrictions recited in paragraphs 1 through 3 above, all constitute grounds for the Protestant to petition the Board for issuance of an Order to Show Cause, pursuant to 23 D.C.M.R. Section 1513.5, to gain Applicant's compliance with the terms of this Agreement. Prior to so petitioning, however, the Protestant shall notify Applicant of any perceived violations and afford Applicant a minimum of fourteen (14) calendar days in which to address or rectify the perceived violation.
5. The parties request that the text of the instant Agreement be incorporated in an order of the BOARD granting Applicant's renewal application, conditioned upon Applicant's compliance with the terms hereof.
6. In consideration of, and reliance upon, the foregoing commitments by Applicant, Protestant requests hereby that its protest of Applicant's application for renewal of the subject Retailer's License Class A be deemed withdrawn.

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

**KOVAK'S LIQUORS**

By: 

By: Rhonda Chappelle  
Rhonda Chappelle, Chairperson  
Chairperson ANC 5B