

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

\_\_\_\_\_  
In the Matter of: )

Kogod's Liquor, Inc. )  
t/a Kogod's Liquor )

Application for a Retailer's License )  
Class A - renewal )  
at premises )  
441 - New Jersey Avenue, N.W. )  
Washington, D.C. )  
\_\_\_\_\_ )

Case No. 596-97037P

**David Wilmot, Esquire, on behalf of Protestants**

**Leonard Birdsong, Esquire, on behalf of Applicant**

**Ha Sup Chang, President, Kogod's Liquor, Inc.**

**BEFORE: Barbara L. Smith, Esquire, Chair;  
Dennis Bass, Member  
Allen Beach, Member  
Mary Eva Candon, Esquire, Member  
Laverne King, Member  
Duane Wang, Member  
Eydie Whittington, Member**

**ORDER ON WITHDRAWN PROTEST**

The application, having been protested, came before the Board for public hearing on May 28, 1997, in accordance with D.C. Code Section 25-115 (c)(5)(1996 Supp.), providing for remonstrants to be heard. David Wilmot, legal counsel, on behalf of Washington Court on Capital Hill and Hyatt Regency Washington, filed a timely protest letter dated May 13, 1997.

The official records of the Board reflect that the parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed with the Board.<sup>1/</sup> Pursuant to the Agreement, the Protestants have agreed to withdraw their protests provided, however, that the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

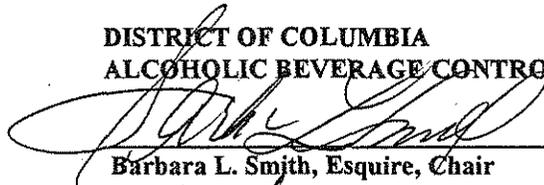
<sup>1/</sup> See Agreement dated July 1997.

Kogod's Liquor, Inc.  
t/a Kogod's Liquor  
Page two

Accordingly, it is this 3rd day of September 1997, **ORDERED** that:

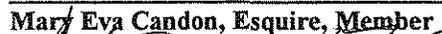
1. The protests of David Wilmot, legal counsel, on behalf of Washington Court on Capital Hill and the Hyatt Regency Washington, be, and the same hereby, are **WITHDRAWN**;
2. The above-referenced Agreement between the parties be, and the same hereby, is **INCORPORATED** as part of this **ORDER**;
3. The application of Kogod's Liquor, Inc. t/a Kogod's Liquors for a retailer's license class A - renewal at premises 441 New Jersey Avenue, N.W., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestants and the Applicant.

**DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL DIVISION**

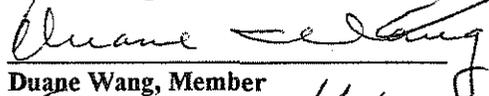
  
Barbara L. Smith, Esquire, Chair

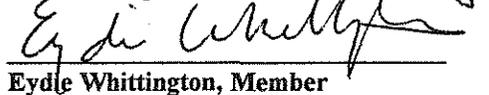
  
Dennis Bass, Member

  
Allen Beach, Member

  
Mary Eva Candon, Esquire, Member

  
Laverne King, Member

  
Duane Wang, Member

  
Eydle Whittington, Member

99422002

STATEMENT OF  
TERRI BISHOP, COMMISSIONER ANC 6A01  
BEFORE THE ABC BOARD  
ON ABC APPLICATION #596  
KOGOD'S LIQUOR

APR 22 11 30 AM '73  
ALCOHOLIC BEVERAGE  
CONTROL COMMISSION

CONSENT AGREEMENT IN LIEU OF PROTEST

Kogod's Liquor, located at 441 New Jersey Avenue, NW, operates under a Class A license which is before the Board for renewal under ABC application #596. The renewal of this license has been reviewed by the residents, merchants, and other business organizations within the Single Member District of Advisory Neighborhood Commission 6A01.

Because the onus of the problem is alleged to be contributed to panhandling, littering, and loitering of the homeless residents housed at the Federal City Shelter at 4<sup>th</sup> and D Streets, NW, the shelter's Board of Directors has also been asked to respond to this license renewal:

The Board of Directors of the Federal City Shelter notes that the shelter is located within two blocks of Kogod'. This shelter, which houses (at capacity) 1350 homeless residents, has approximately 33% of its residents in active alcohol addiction and another 15 in various stages of recovery. The problem of alcoholism, according to the shelter's Board, appears endemic not only in their shelter but in shelters as well as the general populations throughout the nation. It was because of the pervasiveness of this problem that the Rehabilitation Act of 1973 included alcoholism as a disease.

Along these lines, the shelter's Board feels that new legislation should be proposed which would prohibit the future licensing of any liquor establishment within a given radius of any shelter or alcohol rehabilitation program.

The shelter's Board, on the one hand, does not contribute the problem of alcoholism to Kogod's. It does, however on the other hand, state that the proximity of Kogod's and the accessibility of alcoholic beverages to homeless residents with alcohol problems diminish the Board's effectiveness in its rehabilitation efforts and its ability to control and discipline outside the shelter boundary.

Because the Shelter's Board believes that the homeless as well as non-homeless residents retain their civil rights to move about, make legal purchases, etc. and that business owners also retain such rights to engage in legal businesses, it feels that a less intrusive alternative than protest to the license renewal should be sought first.

Although I, as Commissioner, believe that Kogod's is generally immune from any challenge by me or the residents and merchants of this SMD regarding the legal right to conduct such a business, I nonetheless believe that it has, with the approval or renewal of a license, an unstated moral obligation to provide sufficient care regarding its patrons should such patrons require such intervention to ensure their own health and safety. This obligation also extends to proper cleanliness of interior and exterior of building, notification to proper authorities of illegal and unwanted activities in and around the establishment, and generally to be a good neighbor within the neighborhood.

The following agreement, if honored, is being submitted in lieu of a protest.

CONSENT AGREEMENT

I, KWANG K KIM, owner of Kogod's

Liquor Store located at 441 New Jersey Avenue, N.W., Washington, D.C. do voluntarily consent to the following stipulations which will be carried out to the best of my ability:

1. To display prominently and conspicuously signage regarding:
  - o NO Loitering
  - o NO Littering
  - o NO Panhandling
  - o Owner retains right to refuse sale to patrons appearing intoxicated
2. To personally or by employees participation, encourage anyone violating the loitering, littering, or panhandling prohibitions to discontinue such activities;
3. To personally or by employees participation, request police intervention should refusal to comply with the above occurs;
4. To personally or by employees participation, refuse the sale of any alcoholic beverages to anyone who is a minor or who appears intoxicated or under the influence of alcohol or drugs;
5. To personally or by employees participation, notify the President, Vice President, or Director of Security of the Federal City Shelter when the person violating any of the above appears to be a homeless resident of that facility;
6. To personally or by employees participation, continue to reduce to the extent possible the sale of low cost items which contributes to excessive traffic and sales by homeless patrons;
7. To personally or by employees participation, document in writing any activity requiring police or shelter intervention;
8. To personally or by employees participation, ensure the cleanliness of interior and exterior of the establishment at all times.
9. To personally or by employee representative actively participate in meetings (e.g., Merchants Assn., etc.) To help keep abreast of problems regarding the safety and well-being of persons in the community.

Kwang K Kim  
Owner, Kogod's Liquor

Date: Apr 5th '99

Terris Bisher  
Commissioner, ANC 6A01

Date: 4-5-99

*5996*      *BRS: ABC*  
*8/20/97*  
*lsb*

*59697037P*

ALCOHOLIC BEVERAGE CONTROL VOLUNTARY AGREEMENT

Owners: Starlight, Inc

T/A Kogod Liquors

441 New Jersey Avenue, N.W., Washington, D.C.

Retailer's A - Renewal

Case No. 59697037P

This Voluntary Agreement (the "Agreement") is made this            day of July, 1997, by and between the Washington Court on Capital Hill and Hyatt Corporation dba Hyatt Regency Washington Hotels each, on behalf of itself and as a representative of the neighborhood (hereinafter, the Protestant") and Kogod's Liquor, Inc., T/A Kogod Liquor (hereinafter the "Applicant"), for the renewal of a District of Columbia Alcoholic Beverage Control License Class "A" (the "Liquor License") at premises located at 441 New Jersey Avenue, N.W., Washington, D.C. (the "Establishment"). The principal offices of the above parties to this Agreement are listed in the "Notices" section of this Agreement.

WITNESSETH

WHEREAS, the Applicant proposes to renew its Class A Liquor License for its establishment known as "Kogod Liquors" at 441 New Jersey Avenue, N.W., Washington, D.C.; and

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (the "ABC Board") is the Applicant's renewal application number 59697037P; and

WHEREAS, the PROTESTANTS, The Washington Court on Capital Hill and Hyatt Regency Washington Hotels in conjunction with neighborhood business, civic and professional associations and others, have filed a 14(b) protest before the ABC Board; and

WHEREAS, the PROTESTANTS, Washington Court on Capital Hill and Hyatt Regency Washington Hotels in conjunction with neighborhood business, civic and professional associations and others, seek to enhance the security and well-being of the neighborhood, its residents, commercial establishments, and merchants and seeks to accomplish these objectives by cooperative efforts; and

WHEREAS, the PROTESTANTS, Washington Court on Capital Hill and Hyatt Regency Washington Hotels and the APPLICANT, T/A Kogod Liquors, both acknowledging that because of the location within a diverse economic and cultural section of the city an effort by the residents and business establishments is necessary to improve the quality of life of the residents and economic opportunity for merchants;

WHEREAS, given the desire and the understanding that the, APPLICANT, T/A Kogod Liquors wishes the work with the PROTESTANTS and become a part of the community to assist in solving some of the problems present in the neighborhood, particularly those attributable to the operation of an alcoholic beverage establishment; and

WHEREAS, the PROTESTANTS seek to encourage the economic regrowth of the neighborhood and wish to assist in improving the economic opportunity of those merchants willing to work with the PROTESTANTS in improving the quality of life and ensuring the safety of the residents of the neighborhood; and

WHEREAS, the parties to this Agreement desire to resolve the protest in the manner hereinafter provided;

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

1. **LITTER.** The APPLICANT, Kogod Liquors will take reasonable measures to ensure that the immediate environs of Kogod Liquor are kept free of litter and debris. "Immediate environs" is defined in Section 720.2 of the ABC Regulations 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 of the property used by the licensee to conduct its business." The APPLICANT will maintain the exterior areas adjacent to the store clean and free of litter and shall regularly inspect the public areas immediately adjacent thereto for the purpose of removing alcoholic beverage related litter, such as beer cans and bottles, without regard to the fact that the same may not have been purchased at its store and shall cause such area to be free of litter at the opening and closing of its store as is reasonable and practicable for an alcoholic beverage business establishment.

2. **PRODUCT MIX.** The APPLICANT, agrees to refrain from selling "Cisco" and "Wild Irish Rose" in any size and any single 12 ounce container labeled "Magnum", "National", "St. Ides", "Red Bull", "Blue Bull", "Schlitz" and "Country Club", or any similar product.

3. **PATRONS.** The APPLICANT shall post a sign in a conspicuous location stating its policy of not selling alcoholic beverages to minors and it will post the age requirements, nor will the APPLICANT sell alcoholic beverages to persons who appear to be intoxicated.

4. **TRAINING.** The APPLICANT shall agree to undergo training course(s), as provided by referral of the Alcoholic Beverage Control Board, which addresses alcoholic beverage server training.

5. **DELIVERY TO PROTESTANTS ESTABLISHMENT.** The APPLICANT agrees to not deliver large quantities of alcoholic beverage orders to guests of the establishments without the permission of the establishments or their designated representatives.

6. **SELLING TO PERSONS INEBRIATED.** The APPLICANT agrees to not sell or deliver alcoholic beverages to any person who appears to be inebriated or who is known to have a history of alcoholic abuse.

7. **CONDITIONS OF LIQUOR LICENSE RENEWAL.** The Applicant will adhere to the conditions of the license for the Establishment herein contained, and it is understood that the provisions of this Voluntary Agreement shall become a part of the conditions of the license. Failure of the Applicant to correct any violations of the conditions of the license within thirty (30) days shall be just cause by the ABC Board to suspend or revoke the license.

8. **GOOD FAITH.** If the PROTESTANT believes in good faith that the APPLICANT has failed to comply with this Agreement, it shall notify the APPLICANT in writing of the basis for such belief, and the APPLICANT shall address and cure such alleged non-compliance within thirty (30) business days of notice.

9. **WITHDRAWAL OF PROTEST.** The PROTESTANT hereby withdraws its protest of the Application and agrees to provide whatever further evidence of said withdrawal that may be required by the ABC Board.

10. **BINDING EFFECT.** This Voluntary Agreement shall be binding upon and enforceable against the successors and assigns of the Applicant during the term of the license to which the Voluntary Agreement applies.

11. **NOTICES.** Any notices required to be made under this agreement shall be in writing and mailed by Certified Mail, or return receipt requested, postage prepaid to the other parties to this Agreement. Notice is deemed to be received upon mailing. Notice is to be given as follows:

- a. If to the Protestant, one copy to:  
**Mr. Jim P. Manion**  
General Manager  
The Washington Court on Capitol Hill  
525 New Jersey Avenue, N.W.  
Washington, D.C. 20001  
**Mr. Gary Dollens**  
General Manager  
Hyatt Regency Washington  
400 New Jersey Avenue, N.W.  
Washington, D.C. 20001  
General Counsel  
Hyatt Corporation  
200 West Madison  
Chicago, Illinois 60606

- b. If to the Applicant, one copy to:  
Starlight, Inc. T/A Kogod Liquors  
c/o Mr. Kwang Kyoum Kim  
441 New Jersey Avenue, N.W.  
Washington, D.C. 20001

IN WITNESS WHEREOF, the parties have execute this Voluntary Agreement as of the day and year first above written.

Starlight, Inc. T/A Kogod Liquors  
by: *Kwang Kyoum Kim*  
Mr. Kwang Kyoum Kim, Owner & Manager

The Washington Court on Capitol Hill  
by: *Jim Manion*  
Mr. Jim Manion, General Manager

Hyatt Corporation dba  
Hyatt Regency Washington  
by: *Gary Dollens*  
Mr. Gary Dollens, General Manager

WITNESS: *Law E. Bidney*