THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Jungbyun, Incorporated	)	
t/a 7th & L Street Market	)	
	)	
Application for Renewal of a	)	Case No. 11-PRO-00058
Retailer's Class B License	)	License No. ABRA-060537
	)	Order No. 2012-092
at premises	)	
700 L Street, S.E.	)	
Washington, D.C. 20003	)	
	)	

Jungbyun, Incorporated, t/a 7th & L Street Market (Applicant)

Andrew Jared Critchfield, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B (Protestant)

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Calvin Nophlin, Member
Mike Silverstein, Member
Jeannette Mobley, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWAL OF ANC 6B'S PROTEST

The Application filed by Jungbyun, Incorporated, t/a 7th & L Street Market, for renewal of its Retailer's Class B License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on November 28, 2011 and a Protest Status Hearing on January 18, 2012, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and ANC 6B have entered into a Voluntary Agreement (Agreement), dated February 14, 2012, setting forth the terms and conditions that govern the operation of the Applicant's establishment. The Agreement includes a ban on two (2) packs of beer, which begins thirty (30) days following approval by the Board.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Andrew Jared Critchfield, on behalf of ANC 6B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6B of this Application.

Accordingly, it is this 7th day of March, 2012, **ORDERED** that:

1. The Application filed by Jungbyun, Incorporated, t/a 7th & L Street Market, for renewal of its Retailer's Class B License, located at 700 L Street, S.E., Washington, D.C., is **GRANTED**;

2. The Protest of ANC 6B in this matter is hereby **WITHDRAWN**;

3. The ban on two (2) packs of beer will begin thirty (30) days from date of this Order;

4. The above-referenced Voluntary Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED**, except for the following modification:

   Section 3 (Signage, Noise, and Privacy) – The following sentence shall be modified to read as follows: "Applicant will make reasonable efforts to prevent loitering, rowdiness, criminal activity, and panhandling within 100 feet of the establishment..."

   The parties have agreed to this modification.

5. Copies of this Order shall be sent to the Applicant and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board

Ruthanne Miller, Chairperson

Nick Alberti, Member

Donald Brooks, Member

Calvin Nophlin, Member

Mike Silverstein, Member

Jeannette Mobley, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

ANC 6B

Capitol Hill / Southeast

DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE
REGULATION ADMINISTRATION

2012 FEB 22 P 1:07

REC'D BY _____

921 Pennsylvania Ave., SE
Suite 305
Washington, DC 20003
202.543.3344
FAX 202.543.3507

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Andrew *Jared Critchfield*

Vice Chairperson
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SMD 6 *Jared Critchfield*
SMD 7 *Carol Green*
SMD 8 *Neil Glick*
SMD 9 *Brian Flahaven*
SMD 10 *Francis Campbell*
SMD 11 *Vacant*

February 16, 2012

Ruthanne Miller, Chairperson, Ward 3
ABC Board
c/o Martha Jenkins
1250 U Street, NW, 3rd Floor
Washington, DC 20009

RE: 7th & L Street Market
Application # ABRA-60537
700 L Street, SE
Rescinding Opposition to Renewal

Dear Ms. Miller:

At a regularly called and properly noticed meeting on February 14, 2012, with a quorum present, ANC 6B voted (8-0) to resolve the protest of the 7th & L Street Market License renewal by signature on the Voluntary Agreement. To this end, enclosed is the Voluntary Agreement that has been executed by 7th & L Street Market and ANC 6B for your review and approval. Because the Voluntary Agreement includes a ban on 2 packs of beer, please include in the order that the 2 pack ban begins 30 days following approval by the Board so the applicant has time to deplete her stock.

Please contact our ABC Chair, Commissioner Carol Green, should you have any questions regarding this matter.

Sincerely,

Andrew Jared Critchfield
Chair

Enclosure: Voluntary Agreement

VOLUNTARY AGREEMENT

This Agreement made February 14, 2012, by and between L Street Market, Inc. and Eun Sun Choe as its sole stockholder, jointly and severally, t/a 7th & L Street Market (collectively as "Applicant") and Advisory Neighborhood Commission 6B.

WITNESSETH

WHEREAS, renewal of Applicant's Retailers Class "B" license, ABRA-060537, for premises at 700 L Street SE, Washington, DC 20003 is now pending before the District of Columbia Alcoholic Beverage Control Board; and

WHEREAS, the premises is within the boundaries of the ANC; and

WHEREAS, the parties desire to enter into an agreement governing certain understandings regarding the Retailers' Class "B" license, at the subject premises;

WHEREAS, ANC 6B is protesting the renewal of the license;

NOW, THEREFORE, 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 Retailer's Class B license under the following provisions:

A. The Applicant will comply with all laws and regulations governing the operations of the establishment at 700 L Street SE,.

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 indivual container <u>or</u> two pack of beer, malt liquor, or ale if the containers are less than 70 ounces.

D. The Applicant will not allow the illegal public consumption of alcohol in or around the immediate area.

E. The Applicant will not sell or provide cups or single servings of ice.

F. The Applicant will not sell alcohol before or after the following hours:

Sunday 9:00 am – 7:00 pm
Monday through Saturday 9:00 am – 8:00 pm

Hours of operation are:
Sunday 8:00 am – 7:00 pm
Monday – Saturday 7:30 am – 8:00 pm

G. The Applicant agrees to post this agreement alongside the ABC license.

3. ***Signage, Noise and Privacy***.

Applicant will prohibit and prevent loitering, rowdiness, criminal activity and panhandling within 100 feet of the establishment by:

A. Maintaining a "No Loitering/Panhandling" sign on the outside of the establishment, and
B. Posting a notice, kept in good repair and visible from point of entry, a sign which states:
    a. The minimum age requirement for purchase of alcohol,
    b. The obligation of the patron to produce a valid identification document in order to purchase alcohol.
C. Requesting loiterers to move on when they are observed outside the establishment.
D. Calling the Metropolitan Police Department (MPD) to remove loiterers if they refuse Applicant's request to move on or if illegal activity is observed.
E. Keeping a written record of dates and times when MPD is called for assistance.
F. Applicant will ensure timely disposal of trash that is the least disruptive to the neighbors and ensure that commercial trash pick up will only take place between 7:00 am and 7:00 pm.

4. ***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,
B. Picking up trash, including beverage bottle and cans, and all trash as needed, but once a day at a minimum,
C. Removing snow and ice from sidewalks fronting the premises, within the time limits set by the District of Columbia for removal, and
D. Planting, watering, and generally tending to tree boxes directly in front of the subject premises.

By signature below, the Parties agree to the terms of this agreement and settlement of the Protest.

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

Applicant:

L Street Market, Inc.
Eun Sun Choe
t/a 7th and L Street Market
700 L Street SE
Washington, DC 20003
Attn: Eun Chen

_____ (Signature)
Eun Sun Choe, President

_____ (Signature)
Eun Sun Choe, Individually

ANC:

Advisory Neighborhood Commission
703 D Street, SE
Washington, DC 20003
Andrew Jared Critchfield, Chairperson
(202) 543-3344

_____ (Signature)

THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Jungbyun, Inc.	)	
t/a 7th and L Street Market	)	
	)	
Application to Renew a	)	License No. 60537
Retailer's Class B License	)	Case No. 60537-09/021P
at premises	)	Order No. 2009-021
	)	
700 L Street S.E.	)	
Washington, D.C. 20003	)	
	)	

Jungbyun, Inc. t/a 7th and L Street Market, Applicant

David Garrison, Chairperson, Advisory Neighborhood Commission 6B

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 AND WITHDRAWN PROTEST

The official records of the Alcoholic Control Board (Board) reflect that Jungbyun, Inc. t/a 7th and L Street Market, Applicant for a Retailer's Class B license, located at 521 700 L Street S.E., Washington D.C., and David Garrison, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B, (collectively, the Parties) have entered into a Voluntary Agreement (Agreement) dated January 10, 2009 setting forth the terms and conditions that govern the operation of the Licensee's establishment.

The Agreement restricts the sale of single containers of beer, malt liquor or ale if the container is 70 ounces or less, as well as prohibiting the sale of spirits sold in half pints or smaller volumes. Additionally, the Licensee will not sell or provide cups or single servings of ice. The Agreement has been reduced to writing and has been properly executed and filed with the Board. Both the Applicant and Commissioner Garrison are signatories to the Agreement.

Accordingly, it is this 28th day of January 2009, **ORDERED** that:

1. The above-referenced Voluntary Agreement between Jungbyun, Inc. t/a 7th and L Street Market located at 700 L Street, S.E., Washington, D.C., and ANC 6B to govern the operations of the Licensee's establishment is **APPROVED;**

2. This Agreement is **INCORPORATED** as part of this Order; and

3. Copies of this Order shall be sent to the Licensee and to ANC 6B.

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 (VOLUNTARY) AGREEMENT

THIS VOLUNTARY AGREEMENT ("Agreement") is made on this 10 day of January, 2009 by and between Jungbyun, Inc., t/a 7th & L Street Market ("Applicant"), and Advisory Neighborhood Commission 6B, Collectively, the "Parties").

W I T N E S S E T H

WHEREAS, Applicant's application for issuances of a Retailer's Class "B" License, 700 L Street, SE, Washington, DC, 20003, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC, and,

WHEREAS, the Parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailer's Class "B" Liquor License at the subject premises; and,

WHEREAS, the Parties are desirous of entering into a Cooperative (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 the Business.*** The Applicant will manage and operate a Retailer's Class B license under the following provisions:

   a. That the Applicant will comply with all laws and regulations governing the operations of the establishment at 700 L Street, SE, within the District of Columbia, including the laws and regulations governing the Class B (Retail) license to which this Cooperative Agreement applies, as applied for and previously approved by the District of Columbia in the name of the Licensee,

   b. That the Applicant and its officers and employees will cooperate with Advisory Neighborhood Commission 6B ("ANC") to address any alleged violation of the laws and regulations and in any request by the ANC that the appropriate enforcement agency investigate any alleged violation,

c. That 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 or less,

d. That the Applicant will not sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale if the container is 70 ounces or less, as well as spirits (liquor) sold in half-pints or smaller volumes,

e. That 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,

f. That the Applicant will not sell or provide cups or single servicing of ice,

g. That the Applicant will not sell alcohol before or after ABC regulated hours,

h. That the Applicant agrees to post this Cooperative Agreement, alongside his ABC license.

Any change from this model concerning later hours 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:

   a. For Class A applicants, the sale of alcohol shall be restricted to the following hours:
      1. 9:00 a.m.-10:00 p.m. Monday – Friday
      2. 9:00 a.m.-10:00 p.m. Saturday

   b. For Class B applicants, the sale of alcohol shall be restricted to the following hours:
      1. 9:00 a.m. -10:00 p.m. Monday – Friday
      2. 9:00 a.m. -10:00 p.m. Saturday
      3. 10:00 a.m.- 8:00 p.m. Sunday

4. ***Sinage, Noise and Privacy.*** Applicant will strictly comply with D.C. Official Code § 25-725 and and take all necessary actions to ensure noise in and around its immediate area is not audible within the adjacent residential or commercial properties. Applicant will prohibit and prevent loitering, rowidness, criminal activity, and panhandling within 100 feet of the establishment by:

   a. maintaining a "No Loitering/Panhandling" sign on the outside of the establishment, and

   b. posting a notice kept in good repair and visible from 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, and

c. requesting loiterers to move on whenever they are observed outside of the establishment, and

d. calling the Metropolitan Police Department (MPD) to remove loiterers if they refuse Applicant's request to move on or if illegal activity is observed, and

e. keeping a written record of dates and times when the MPD was called for assistance. Applicant's log shall be provided to the Board, and for good cause shown to the Board, to any valid protestant during hearings involving future renewals or contested proceedings involving the Applicant's license, and

f. opposing the installation of payphones outside the establishment, 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 a.m.-7 p.m.

5. ***Public Space Cleanliness and Maintenance.*** Applicant will maintain the public space (minimally the front sidewalk up to and including the gutter in front of the subject premises, and the alley way behind the subject premises) 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 establishment, including following, minimally 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 daily on a regular basis

   c. Maintaining regular trash removal service. Obtain a dumpster to be placed in the rear of the building ensuring that the area around the dumpster is kept clean at all times. Garbage area can not encroach on abutting properties and timely disposal of commercial trash pick up takes place between 7 a.m.-7 p.m.

   d. Removing snow and/or ice from sidewalks fronting (includes sidewalks on the sides of corner buildings) within time limits set by the District of Columbia for such snow and/or ice removal

   e. Planting, watering, and generally tending to tree boxes directly in front of the subject premises, if any.

6. ***Security Cooperation in Stemming Illegal Drugs and Public Drinking.*** Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, designating a sufficient number of employees to control unruly patrons. Applicant shall to the full extent permissible by law discourage loitering in the front of the Premises at all times when the Establishment is open to the public, and shall request

that any individuals who are simply loitering are asked to move along.

7. ***License Ownership and Compliance with ABRA Regulations.*** Applicant promises to abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licensees. This agreement will remain in full force and effect in event applicant sells this business.

8. ***Participation in the Community.*** Applicant agrees to seek to maintain open communication with the community for which the ANC acts. To this end, Applicant shall from time to time be represented at ANC 6B public meetings, which currently occur on the second Tuesday of each month at 7 p.m. at the Old Naval Hospital, 921 Pennsylvania Avenue, SE, Washington, D.C. 20003. 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,

9. ***Notice and Opportunity to Cure.*** In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If Applicant or the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

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

Applicant Jungbyun, Inc.
7th & L Street Market
700 L Street, SE
Washington, DC 20003
Attn: Jung Koo Byun

(phone)
(fax)

Owner

ANC: Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20036
Attn: Julie Olson, Chair
(202) 543-3344
(202) 543-3507 (fax)

~~Julie Olson~~ DAVID GARRISON
Chairperson