

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

In the Matter of:)

Choi Hyon Ku)
t/a Mott's Market)

Application for a Retailer's Class)
B License – renewal application)
at premises)
233 12th Street, S.E.)
Washington, D.C. 20003)

Application no. 4294
2002-72

Charles C. White, Single Member District Commissioner, on behalf of Advisory
Neighborhood Commission 6B

Hyon Ku Choi, Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey Thompson, Member

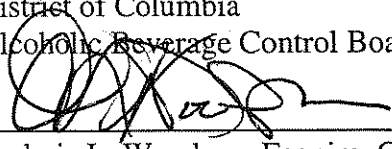
ORDER ON VOLUNTARY AGREEMENT

This matter came before the Board for approval on April 10, 2002. The signatories to the attached voluntary agreement, dated January 21, 2002, submitted the agreement to the Board in accordance with 23 DCMR Section 1513 (June 1997).

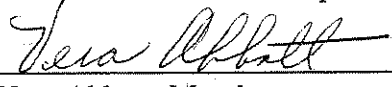
Having determined that the agreement complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this *24/10* day of *April* 2002, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and **INCORPORATE** the text of the same into the Order.

Choi Hyon Ku
t/a Mott's Market
Page two

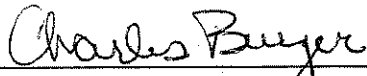
District of Columbia
Alcoholic Beverage Control Board



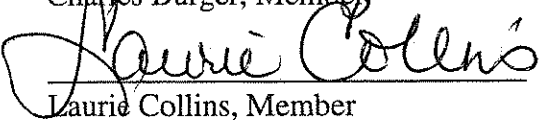
Roderie L. Woodson, Esquire, Chair



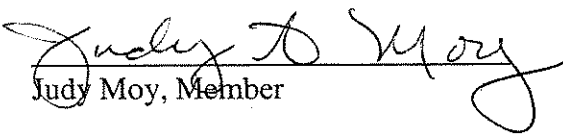
Vera Abbott, Member



Charles Burger, Member



Laurie Collins, Member



Judy Moy, Member

Ellen Opper-Weiner, Esquire, Member

Audrey E. Thompson, Member

3729

ABRA
Rec'd 6/12/02
156

AGREEMENT

THIS AGREEMENT ("Agreement") is made between Alpha Restaurant, Inc., a District of Columbia corporation, trading as Au Pied De Cochon (the "Applicant") and Advisory Neighborhood Commission 2E ("the ANC").

WHEREAS, the Applicant has applied for renewal of the Class "CR" alcoholic beverage license for the property located at 1335 Wisconsin Avenue, N.W., ABC Application No. 3729, which is pending before the District of Columbia Alcoholic Beverage Control Board (ABC Board); and

WHEREAS, the ANC represents the residents and taxpayers within its boundaries and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety, and quality of life in the surrounding community; and

WHEREAS, the parties desire to enter into an agreement commemorating certain understandings regarding the Applicant's operational plans;

NOW THEREFORE, in consideration of the agreements set forth herein, the parties hereto mutually agree as follows:

1. The Applicant shall at all times operate as a bona-fide restaurant for the primary purpose of food consumption. The kitchen shall be open and hot food items shall be available at all times when the establishment is open.

2. The Applicant shall strictly enforce the underage drinking laws of the District of Columbia by requiring valid official identification showing age and cooperating with ABC inspectors and the police department in enforcing the law. The Applicant shall prominently post signs inside the establishment and at the door to inform customers of the drinking age and of the requirement for valid identification prior to service of alcohol.

3. The Applicant shall ensure compliance with the hours of consumption of alcoholic beverages in the establishment later than 1:30 am on the evenings of Friday and Saturday. Alcohol service shall be removed from the premises on the evenings of Monday through Thursday. The Applicant shall prominently post signs regarding the hours of alcohol service at the establishment. District of Columbia regarding beverages shall be served no later than Thursday or 2:30 am on the evenings used for alcohol service. No alcohol service shall be provided after 2:00 am on the evenings of Friday and Saturday. The Applicant shall prominently post signs regarding the hours of the legal hours of alcohol service at the establishment.

4. The Applicant shall ensure that all managers are properly certified as ABC-licensed managers. To this end, the Applicant shall ensure that all managers on staff are properly certified as ABC-licensed managers. An ABC-licensed manager shall be offered for sale or are present in the premises.

5. The Applicant recognizes its obligation to maintain the premises in a safe and clean condition and agrees to periodically sweep and maintain these areas.

6. A copy of this agreement shall be kept on the premises and shall be available at all times for viewing by any person upon request.

7. The parties agree that the above provisions are conditions of the license and any failure of the Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. §1513.5.

8. In consideration of, and in reliance upon, the foregoing agreements made by the Applicant, the ANC agrees to withdraw any objection to the application.

*Voluntary Agreement
Choi HyunKul 41a North
Market, 233-12th
St. E. 4294
App. NO.
(not protested)*

Approved 4/10/02

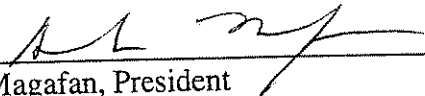
9. This written agreement constitutes the only agreement between the parties and may be modified only by the written agreement of both parties.

IN WITNESS THEREOF, the parties have affixed hereunto their hands and seals on the year and the day indicated below their signature.

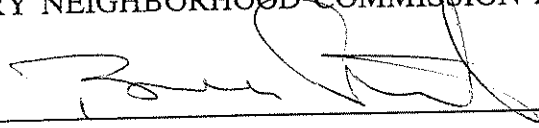
Executed this 11 day of JUNE, 2002.

APPLICANT

Alpha Restaurant, Inc t/a Au Pied de Cochon

By: 
Angelo Magafan, President

~~ADVISORY NEIGHBORHOOD COMMISSION 2E~~

BY: 
Peter Pulsifer, Chairman

ANC Commissioner
vice Chairman
Chair ABC Committee

4294

ABRA rec'd
4/3/02
lsb

AGREEMENT

Made this 21 day of January, 2002 by and between Choi Hyon Ku, 1/a Mott's Market, (the Applicant), and Advisory Neighborhood Commission 6B, (the ANC).

WITNESSETH

WHEREAS, Applicant's application for a Retailers' Class "B" license for premises, 233 12th Street, SE, ABC Application #4294, 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 Retailers' Class "B" Liquor License at the subject premises;

WHEREAS, ANC 6B finds that the sale of single containers of beer, of 40 ounces or less ("singles"), is associated with alcoholism, the illegal public consumption of alcohol, which, in turn, is associated with violence and other harmful and offensive behavior, including aggressive panhandling, and with the accumulation of destructive and publicly costly trash and litter; and,

NOW, THEREFORE, the parties agree as follows:

1. Applicant will prohibit and prevent loitering and panhandling within 100 feet of the establishment by:
 - a. maintaining a "No Loitering/No Panhandling" sign on the outside of the establishment; and,
 - b. posting a sign inside the establishment requesting customers not to contribute to panhandlers; and,
 - c. asking loiterers to move on whenever they are observed outside the establishment; and,
 - d. calling the MPD to remove the loiterers if they refuse Applicant's request to move on; and,
 - e. keeping a written record of dates and times when the MPD is called for assistance; and,
 - f. not installing an outdoor payphone outside the establishment, and by opposing the efforts of any other party to install an outdoor payphone on or adjacent to the establishment.
2. Applicant will maintain the public space adjacent to the establishment in a clean and litter-free condition by:
 - a. picking up trash, including beverage bottles and cans, on a daily basis, or more often if needed.
 - b. sweeping the outside of the establishment on a daily basis, or more often if needed.


3. Applicant will not sell or provide cups or single servings of ice.
4. Applicant will maintain the interior and exterior in a clean, well-painted and graffiti-free condition.
5. Applicant will participate in an ABC Board-approved course in alcoholic beverage sales management.
6. Applicant agrees to sell single containers of beer of 40 or fewer ounces ("singles") [pint and half-pint containers of liquor - for Class A licenses] only in clear or translucent plastic bags.
7. Applicant will only sell containers of singles with a sandwich or equivalent food sale [for deli's and sandwich shops].
8. Applicant will post signs advising its customers to respect the community and that Applicant will not sell alcohol to intoxicated persons. Additionally, Applicant agrees not to sell or deliver alcohol in any form to intoxicated person or person who appears to be intoxicated and will make an effort to recognize persons who abuse alcohol and not sell alcohol to such persons.
9. Applicant will sell goods which reflect the community's needs – including but not limited to grocery products, fresh foods, dairy products and household products. Applicant will de-emphasize alcoholic beverages, tobacco products, sweets and snacks.
10. Applicant agrees to stop the sale of singles when all other establishments within a five (5) block radius agree to the same. Additionally, Applicant agrees that should these same establishments stop selling single containers of beer of 32 ounces or more (for consumption off the premises), Applicant will stop selling the same.
11. In consideration of, and reliance upon, the commitments reflected in above paragraphs, the ANC will not oppose the applicant's pending license application.
12. The parties further agree that any failure of Applicant to adhere to the foregoing commitment would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. 1513.5.

IN WITNESS WHEREOF, the parties have affixed hereto their hands and seals.

APPLICANT:

ANC 6B:

By:


Hyon Ku Choi

By:


Charles C. White

AGREEMENT

Made this _____ day of February, 1999, by and between Hyon Ku Choi t/a Mott's Market, ("Licensee"), and Advisory Neighborhood Commission 6B ("ANC"), as follows:

WHEREAS, Licensee's initial application or renewal application for a Retailer's Class B license for the premises at 233 12th Street, SE, Washington D.C. 20003, Application #4294, is now pending before the District of Columbia Alcoholic Beverage Control Board ("ABC Board");

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

WHEREAS, the parties desire to enter into an agreement governing certain understandings regarding the issuance or reissuance of a Retailer's Class B Liquor License at the subject premises;

WHEREAS, the ANC believes that the sale of single containers of beer of 40 ounces or less is associated with alcoholism, and the illegal public consumption of alcohol, which in turn, is associated with violence and other harmful and offensive behavior, including aggressive panhandling, and with the accumulation of destructive and costly trash and litter;

WHEREAS, the ability of the District of Columbia government to provide essential public services is compromised by the failure of businesses and individuals to pay their financial obligations to the government in a full and timely manner;

WHEREAS, the enforcement of health, safety, and security regulations enhances compliance with such regulations, and, in turn, preserves and enhances the peace, order, and quiet of communities within the District of Columbia;

WHEREAS, Licensee hereby certifies that either it does not owe more than \$100 to the District of Columbia government as a result of any fine, fee, penalty, interest or past due tax, or that arrangements satisfactory to the District of Columbia government have been made with and are being performed by Licensee; and

WHEREAS, Licensee declares that ending the sale of single containers of beer of a particular amount will result in financial hardship and will significantly limit the successful operation of

Licensee's business unless each and every liquor store within five (5) blocks of Licensee also agrees not to sell single containers of beer of the same particular amount.

NOW, THEREFORE, Licensee and ANC agree as follows:

1. Provided that each and every liquor store within five (5) blocks of Licensee agrees not to sell single containers of beer of 32 ounces or more, Licensee agrees not to offer for sale single containers of beer (for consumption off the store's premises) of 32 ounces or more.
2. Licensee will use its best efforts to prevent loitering and panhandling within 100 feet of the establishment by:
 - a. posting a "No Loitering/No Panhandling" sign on the outside of the establishment;
 - b. posting a sign inside requesting customers not to contribute to panhandlers;
 - c. asking loiterers to move on whenever they are observed outside the establishment;
 - d. calling MPD to remove the loiterers if they refuse Licensee's request to move on; and
 - e. not installing an outdoor pay telephone on or adjacent to the establishment, and by opposing the efforts of any other party to install an outdoor pay telephone.
3. Licensee will maintain the immediate environs of the establishment in a clean and litter-free condition by:
 - a. picking up trash, including beverage bottles and cans, on a daily basis; and
 - b. sweeping the outside of the establishment on a daily basis.
4. Licensee will participate in an ABC Board-approved course in alcoholic beverage sales, and file a certificate of successful completion with ANC within sixty (60) days of the date of this Agreement.
5. Licensee will post signs advising its customers to respect the community and that Licensee will not sell to intoxicated persons.
6. Licensee will not sell or deliver alcohol in any form to any

intoxicated person or to any person who appears to be intoxicated, and make an effort to recognize persons who abuse alcohol and not sell alcohol to such persons.

7. Licensee will not sell or deliver alcohol in any form to any person under 21 years of age.

8. Licensee will not provide "go-cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC Regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming beverages."

9. In consideration of, and in reliance upon the commitments reflected in paragraphs 1-~~9~~, ANC hereby withdraws its opposition to Licensee's pending license application.

10. Licensee will advise all employees of Licensee of the provisions of this Agreement, particularly with respect to the sale of alcohol in any form, and require that all employees adhere to this Agreement.

11. Licensee acknowledges that if Licensee breaches any terms of this Agreement, ANC has the right to petition the ABC Board for issuance of an order to show cause pursuant to D.C.M.R. 1513.5

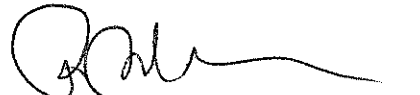
IN WITNESS WHEREOF, the parties have signed their names below.

Licensee

ANC 6B



By: Hyon Ku Choi



By:

Peter Waldron

3-15-99