



CITY OF OAKLAND

**newsrelease**

Office of the City Attorney

**MEDIA RELEASE**  
**March 9, 2006**

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## **Neighborhood Law Corps Negotiates 'Good Neighbor' Agreement with West Oakland Store**

Nuisance Liquor Stores Identified by West Oakland Community

(Oakland, CA) Today, Oakland City Attorney and Neighborhood Law Corps (NLC) founder, John Russo, announced a settlement agreement with the owner of Orland Market at 2531 Martin Luther King to address community complaints about loitering, litter and drug dealing.

Orlando Market was named as one of the problem liquor stores by community members at a town hall meeting hosted by the Neighborhood Law Corps on Saturday, Feb. 25<sup>th</sup>. The NLC, in cooperation with Oakland Police Lieutenant Paul Berlin, Officer Jack Peterson, and ABAT (the Alcohol Beverage Action Team), responded to neighborhood appeals for relief from the nuisance activities associated with the corner liquor store.

"It is always preferable to turn a problem business around, rather than shut them down," said City Attorney Russo. "I'm grateful Mr. Alzzani decided to work with the community and ensure that his business is an asset to the neighborhood."

Orlando Market operator/owner Akrem Alzzani signed the agreement stipulating the following safety and blight reducing improvements:

- Stop selling drug paraphernalia and fortified "high octane" beers and alcohol;
- Install interior and exterior surveillance cameras and monitors;
- Actively discourage loitering with signage, contacting OPD and keeping a loitering log;
- Maintain trash can and litter removal within 100ft of the store;
- Remove graffiti within 72 hours;
- Increase visibility into the store;
- Improve lighting; and
- Attend community meetings.

The Neighborhood Law Corps (NLC) is a community lawyering program that works on behalf of the neighborhood to tackle problem liquor outlets, bars, drug houses and blighted and inhumane housing conditions. Problem liquor stores have been the nexus for nuisance behavior such as littering, loitering, drug dealing and violence in many Oakland neighborhoods.

In 2005, the Neighborhood Law Corps was awarded the Grand Prize for the League of California Cities' Helen Putnam Award for Excellence. The Putnam Awards recognize outstanding achievements by California's 477 cities. Cities are recognized for making unique contributions to improve the quality of life for community residents and businesses.

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**DEEMED APPROVED ALCOHOLIC BEVERAGE SALES PROGRAM  
ADMINISTRATIVE HEARING**

Oakland Municipal Code (OMC) Chapter 17.156

**STIPULATED CONDITIONS AND ORDER OF  
ADMINISTRATIVE HEARING OFFICER**

**Barbara Kong-Brown, Esq.**

**Date: March 08, 2006**

**Subject Property: 2940 Linden St.**

**APN: 005-0454-001**

**Operators/ABC Licensees: Akrem Alazzani  
dba Orlando's Market**

**Property Owner: Saleh Alazzani**

On March 8, 2006, Akrem Alazzani met and conferred with Deputy City Attorney Ethan Nasr and stipulated to deemed approved Conditions of Approval being imposed on Orlando's Market, an alcoholic beverage retailer operated by Akrem Alazzani at 2940 Linden St., Oakland, a property owned by Saleh Alazzani, under Oakland Municipal Code (OMC) Chapter 17.156. The parties to this stipulation also agree that it may be submitted to the Deemed Approved Hearing Officer and entered as an order under OMC Chapter 17.156 as though it were pursuant to a first deemed approved hearing. The owner and operators of Orlando's Market join the City of Oakland in the following Stipulated Order.

The Parties to this Stipulated Order are:

**ON THE ONE HAND:**

- 1) Saleh Alazzani, the owner of record of the improved lot located at 2940 Linden St., Oakland, California, APN: 005 -0454-001 ("the Subject Property" or "the Property"), and licensee of the California Department of Alcoholic Beverage Control, and
- 2) Akrem Alazzani, the store operator, doing business as Orlando's Market on the Property; as well as their respective successors, heirs, transferees, assigns, partners, joint-venturers, stockholders, spouses, officers, and directors; **AND ON THE OTHER HAND:**
- 3) the City of Oakland, a Municipal Corporation ("the City").

The parties to this agreement now stipulate and agree that, in lieu of a Deemed Approved Hearing, and to compromise and settle the matter, the following terms may and should be adopted as the findings and order of the Deemed Approved Alcoholic Beverage Sales Administrative Hearing Officer as Conditions of Approval pursuant to Oakland Municipal Code section 17.156.150.

The parties hereto agree and stipulate that the Conditions of Approval herein, refer to and specifically limit the use of the Subject Property.

Therefore, the following shall be ordered as Conditions of Approval on the Property pursuant to Oakland Municipal Code Chapter 17.156.140.

### **CONDITIONS OF APPROVAL**

#### **1. Visibility into the Deemed Approved Activity**

Within 90 days of execution of this agreement, Owners shall remove all obstructions to visibility through windows and the door (when closed). This includes but is not limited to advertising, signage, and store fixtures and furniture. Any existing external security bars or mesh shall be removed and no such re-installed. To ensure that the glass in the windows are secure without the bars, clear protective film may be applied to the glass so long as the view in and out of the premises is not obstructed. External gates may be installed to secure the windows and door when not open for business, provided that they do not obstruct visibility when open. There shall be 90% clear visibility in the windows at all times when open for business. There shall be 100% visibility into the premises through the door open or closed. Neither Operators nor Owners shall apply for any permit from the building or zoning departments to board up any windows.

#### **2. Façade Improvement**

Within 45 days of execution of this agreement the Owner shall submit to an ABAT case planner a revised façade improvement plan to increase visibility into the establishment and reduce the blight associated with the property. The façade improvement plan shall be subject to design review by the City's Façade Improvement Grant Program and according to the terms of

this Agreement. The Owner shall complete performance of the improvement plan within six months of execution of this agreement. Owner will forward any applications in process at the time of this Agreement to ABAT case planner Jacob Graef within 10 days of execution of this Agreement.

### **3. Lighting**

Exterior lighting of the exterior façade of the Property shall be maintained to provide enough illumination to make easily discernable the appearance and conduct of all persons on or about the premises. Such illumination shall remain lit during all hours of darkness when the business is open. The position of such lighting shall not disturb the normal privacy and use of any neighboring residences. The interior lighting will provide sufficient lighting such that an enforcement officer may clearly see the interior of the premises, especially the cash register, from the street.

### **4. Video Monitoring**

The Operators shall install and maintain in working order, interior and exterior surveillance cameras and monitors. At a minimum, the external cameras shall monitor the entrance to the store and the sidewalks on both sides of the store. At a minimum, the interior cameras shall monitor the cash register area. Tapes (or backup data) from these cameras shall be retained for at least 14 days from when recorded before destruction or re-use, and will be provided to law enforcement personnel immediately upon request. Signs with block lettering at least three inches tall shall be posted outside the premises on both the Linden St. side and 30<sup>th</sup> St. side, stating "YOUR ACTIVITIES ARE BEING RECORDED AND ARE AVAILABLE TO THE OAKLAND POLICE DEPARTMENT FOR REVIEW."

### **5. Natural Surveillance**

As part of the proposed façade improvement and interior remodel, the cash register shall be located relative to the entrance and window so that the clerk standing at the register will have a clear unobstructed view of the entire premises and the sidewalk in front of the entire length of the premises. Shelving shall be no higher than five feet. A wall to wall mirror

at ceiling height will be installed along the entire back wall of the premises to allow visibility down the aisles between the shelving by the clerk standing at the cash register and by officers looking through the front window. Owner has 60 days from date of execution of this Agreement to install said mirror.

## **6. Discouraging Loitering**

The owners, operators, managers, security guards, and employees (collectively, "the operators") of this deemed approved activity shall make appropriate efforts to discourage loitering from the property including calling the police to ask that they remove loiterers who refuse to leave. Persons hanging around the exterior of the establishment with no apparent business for more than twenty minutes shall be asked to leave. Techniques discussed in the manual entitled "Loitering: Business and Community Based Solutions" may be used and are recommended by the Alcoholic Beverage Action Team. The Operators shall keep a loitering log and record all their efforts to reduce loitering. The log shall include descriptions of loiterers, dates, and times of incidents and describe what action was taken by the Operators and the response by the loiterer(s). A copy of this log shall be mailed to ABAT by the last day of each month commencing on the last day of the month following the signing of this agreement. A copy of this log shall be made available to ABAT upon request. Oakland Police Department shall assist Operator in identifying problem individuals, and Operator shall not sell to these individuals.

## **7. Signage**

At least one sign, one square foot minimum, shall be posted and maintained in a legible condition at eye level at each public entrance to the building prohibiting littering and loitering. Required signage regarding open containers and drinking in public shall also be maintained in legible condition with at least one sign on each side of the public entrance.

## **8. Trash Container**

The Operators shall install and maintain one, non-flammable, metal trash container on the property exterior to be emptied daily and brought inside over night.

## **9. Litter Cleanup**

The Operators shall clear the sidewalks adjoining the Property, plus one hundred (100) feet beyond the property lines along the street on an hourly basis or more as needed to control litter. In addition to the requirements of Business & Professions Code section 25612.5 (sweep or mechanically clean weekly), the Operator shall steam clean or high-pressure wash the sidewalk within the bounds of the Property once per month.

## **10. Graffiti**

The Operators shall remove all graffiti within 72 hours of its application at the Property or of receiving notice of its presence.

## **11. Hours of Operation**

The hours of operation shall commence no earlier than 8:00 a.m. and end no later than 8:00 p.m.

## **12. Employees on Duty**

A minimum of two clerks shall be on duty after 5:00pm.

## **13. Sale of Alcoholic Beverages:**

Within 60 days of execution of this agreement, and continuing following the completion of the proposed façade improvement and interior remodel, the footprint of the display of alcohol products (excluding the alcohol displayed behind the counter) shall be less than 15% of the total floor space excluding the refrigeration units. The other 85% of the floor space shall be for the sale of groceries and convenience items. All overstock of alcoholic beverages and other products will be kept in a storage facility or back storage room out of public view. (If necessary the operator shall construct a storage area in the back of the premises for this purpose.)

## **14. Restricting the Sale of Certain Items**

Operator agrees not to sell, give away or otherwise provide single cigarettes, single disposable cups, unpackaged ice or any drug paraphernalia. Fortified and/or malt liquor, and "high octane" beer with alcohol content greater than 7% by weight shall not be sold at the store.

## **15. Packaging Single Cans of Beer in Clear Plastic Bags**

Operators agree that they and/or any employee shall only provide clear or transparent plastic bags for packaging of single cans of beer.

**16. "Street Merchandise"**

Operators agree that they and/or any employee shall not purchase goods, articles, merchandise or any other items of value from a person or persons who is not a bona-fide wholesaler, either on the property or during the course and scope of the business located on this property.

**17. Firearms**

Operators agree that any firearm or other deadly weapon kept on this property shall be surrendered to any peace officer for inspection upon request. Firearms kept on the premises must be registered to the business owner with the State of California automated firearms system.

**18. Regulations**

This use shall conform to all provisions and conditions of the State of California Department of Alcoholic Beverage Control license. The state license and state conditions shall be posted along with these Deemed Approved Conditions of Approval in a place visible to the public. This use shall also conform to all State Retail Operating Standard, Section 25612.5 of the Business and Professions Code and local Performance Standards, Section 15210, where applicable including any future changes in the above regulations. These Conditions shall be forwarded to the Department of Alcoholic Beverage Control.

**19. Obedience to Existing Laws**

Operator(s) agree to obey all laws, federal, state, and local. It is acknowledged that his agreement is violated upon the conviction of any operator or any employee arrested for violation of any federal, state or local law or ordinance committed on the property or during the course and scope of the business located on this property.

**20. Deemed Approved Fees**

Operator agrees to maintain records and proof on the premises that the Deemed Approved Fees for the current year are paid in accordance with City Ordinance No. 11624 C.M.S. A paid

receipt, stamp or decal issued by the City of Oakland or cancelled check shall be considered as proof of payment.

**21. Beat 7X NCPC Meetings**

Operator and Owner shall attend and participate in all meetings of the Beat 7X NCPC for which they receive notice including notice of regularly scheduled meetings. (Contact Annie Sloan, Neighborhood Services Coordinator at (510) 777-8719 for a schedule.)

**22. Time for Compliance**

Unless another later date is specified herein, all conditions referred to herein shall be fully complied with within 10 days of the execution of this agreement.

**23. Execution**

This Stipulation may be executed in counterparts.

IT IS SO AGREED AND STIPULATED BY THE PARTIES:

Dated: \_\_\_\_\_

\_\_\_\_\_  
ORLANDO'S MARKET,  
Saleh Alazzani  
PROPERTY OWNER

As signed by  
Akrem Alazzani  
STORE OPERATOR  
Possessing power of attorney  
for Saleh Alazzani

Dated: \_\_\_\_\_

\_\_\_\_\_  
CITY OF OAKLAND, by  
Ethan Nasr  
LAW CORPS ATTORNEY

IT IS SO ORDERED:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Barbara Kong-Brown, Esq.,  
DEEMED APPROVED  
ADMINISTRATIVE HEARING OFFICER