

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

<b>In the Matter of:</b>	)	
TF Two, Inc.	)	
t/a Sunny's Liquor	)	
Application for Renewal of a	)	Case No. 15-PRO-00045
Retailer's Class A License	)	License No. ABRA-082349
at premises	)	Order No. 2015-371
2400 Martin Luther King Jr. Avenue, S.E.	)	
Washington, D.C. 20020	)	
	)	

TF Two, Inc., t/a Sunny's Liquor (Applicant)

Natalie Williams, Chairperson, Advisory Neighborhood Commission (ANC) 8A

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Mike Silverstein, Member  
Hector Rodriguez, Member  
James Short, Member

**ORDER ON COOPERATIVE AGREEMENT AND  
WITHDRAWAL OF PROTEST OF ANC 8A**

The Application filed by TF Two, Inc., t/a Sunny's Liquor, for renewal of its Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on June 1, 2015, in accordance with D.C. Official Code § 25-601 (2001).

The Applicant and ANC 8A have entered into a Cooperative Agreement (Agreement), dated July 7, 2015, 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. The Applicant and Chairperson Natalie Williams, on behalf of ANC 8A, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 8A of this Application.

Accordingly, it is this 12th day of August, 2015, **ORDERED** that:

1. The Application filed by TF Two, Inc., t/a Sunny's Liquor, for renewal of its Retailer's Class A License, located at 2400 Martin Luther King Jr. Avenue, S.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 8A in this matter is hereby **WITHDRAWN**;
3. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modification:

Section 7 (b) (Enforcement) – The following language shall be modified to read as follows: “Violation of this Agreement by the Licensee/Applicant or the failure to implement measures called for in the Agreement will be considered just cause for the ANC 8A to file a complaint with the ABC Board to enforce this Agreement between the parties.”

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The parties have agreed to this modification.

4. Copies of this Order shall be sent to the Applicant and ANC 8A.

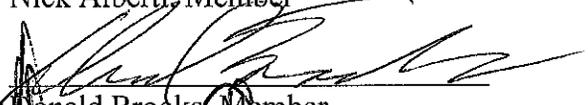
District of Columbia  
Alcoholic Beverage Control Board



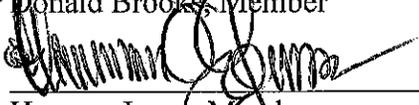
Ruthanne Miller, Chairperson



Nick Alberti, Member



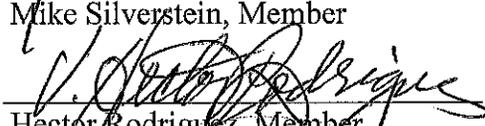
Donald Brooks, Member



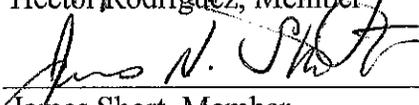
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

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Pursuant to D.C. Official Code § 25-433, 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, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section 11 of the District of Columbia Administrative Procedure Act, Pub. L. 90-614, 82 Stat. 1209, D.C. Official Code §2-510 (2001), and Rule 15 of the District of Columbia Court of Appeals, any party adversely affected has the right to appeal this Order by filing a petition for review, within thirty (30) days of the date of service of this Order, with the District of Columbia Court of Appeals, 430 E Street, N.W., Washington, D.C. 20001; (202/879-1010). However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR §1719.1 (2008) stays the time for filing a petition for review in the District of Columbia Court of Appeals until the Board rules on the motion. See D.C. App. Rule 15(b) (2004).



**ANC 8A**

2100-D Martin Luther King Jr, Ave  
Washington, DC 20020  
Office: 202/889-8600  
Fax: 202/889-6862

Made this 7<sup>th</sup> day of July, 2015

By and Between

TF Two, Inc. t/a Sunny's Liquors (ABRA-082349)  
2400 Martin Luther King, Jr. Avenue, SE  
Washington, DC 20020

And

Advisory Neighborhood Commission 8A

**Cooperative Agreement**

WHEREAS, Through this Agreement, both Parties aim to create an environment whereby the Licensee/Applicant may operate as a viable contributing business in the ANC 8A community, while concurrently curtailing any adverse effects as a business such as the Licensee/Applicant will have on the surrounding neighborhood. This agreement applies to Class A liquor licenses that permit the retail sale of beer, wine and spirits for off-premises consumption.

**Witnesseth**

WHEREAS, Licensee/Applicant's premises is within the boundaries of ANC 8A; and,

WHEREAS, the Parties desire to enter into a Cooperative Agreement governing certain requirements and understandings regarding the issuance of a Retailer's Class "A" Liquor License at the subject premises; and,

Cooperative Agreement between TF Two, Inc. t/a Sunny's Liquor and ANC 8A

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 residential districts) and their adjacent neighborhoods that are safe, clean and pedestrian-friendly.

**The Parties Agree As Follows:**

1. **Requirements for Sale/Provision of Single Containers of Alcoholic Beverages.**
  - a. Licensee/Applicant will not sell, give, offer, expose for sale, or deliver an individual container of beer, malt liquor, or ale in a single container of alcohol of 70 ounces or less.

**2. Ban on Sale/Provision of Other Items.**

- a. Products associated with drug usage:
  - i. Licensee/Applicant will not sell, give, offer, expose for sale, or deliver drug paraphernalia. These items are defined as rolling paper, cocaine freebase kit, pipes of any kind, individual scouring pads/steel wool, spoons, bong, roach clips, cigar screens, small plastic zip lock bags ¾ or less, needles, single razor blades, blunt papers and blunt wrappers and tobacco leaves.
- b. "Synthetic Drugs:"
  - i. Licensee/Applicant will not sell, give, offer, expose for sale, or deliver any synthetic or lab-manufactured drugs as defined in the Bill entitled "Sale of Synthetic Drugs Emergency Amendment Act of 2015" signed on July 10, 2015. The amendment grants additional powers to take action against businesses selling synthetic drugs which are illegal in the District of Columbia.
  - ii. These drugs are defined as: synthetic marijuana, K-2, Scooby Snax, Kush, Abama, Spice, Bizarro, Spice, Train Wreck or any nickname given to a synthetic drug.
  - iii. The sale of synthetic drugs may result in fines and closures.
- c. "Go-Cups:"
  - i. Licensee/Applicant will not sell, give, offer, expose for sale, or deliver "go-cups" or servings of plain ice in a cup.
  - ii. Per the ABC Regulations, a "go-cup" is 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."

**3. Public Space Cleanliness and Maintenance.** Licensee/Applicant will maintain the public space (minimally the first sidewalk up to and including the gutter in front of the subject premises, and the alleyway behind the subject premises) adjacent to the establishment in a clean and litter-free condition by:

- a. Per ABC Regulations will keep the "immediate environs" as defined in the D.C. Official Code, Title 25 section 24-726 Control of Litter(a) the Licensee under a retailer's license shall take reasonable measure to ensure that immediate environs of the establishment adjacent to the alleys, sidewalks, or other public property immediately adjacent to the establishment, or other property used by the Licensee to conduct its business, are kept litter free, (b) the Licensee under a retailer's license shall comply with the Litter Control Expansion Act of 1987...
- b. Maintaining regular trash and garbage removal service, regularly removing trash from the trash cans and dumpsters, and seeing that the trash can and dumpster remain in place.
- c. The Licensee will keep the inside of the store free of debris and trash.
- d. The Licensee will promptly (within 30 days) remove or paint over any graffiti on the exterior walls of property used by the Licensee to conduct business.
- e. Exercise due diligence to prevent and/or rid vermin infestation in and around the establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the DC Department of Public Works.

**4. Signage/Loitering/Illegal Activity.**

- a. Licensee/Applicant should post a notice in good repair and visible from point of entry a sign that states:
  - i. The minimum age requirement for purchase of alcohol,
  - ii. The obligation of a patron to provide a valid government issued ID to purchase alcohol,
  - iii. Prohibition against selling to minors, and
  - iv. Post "No Loitering" signs on the exterior of the establishment.

- b. Total signage of alcohol and tobacco products in the front window will be limited to 25% of the total window space available per ABC Regulations.
- c. The Licensee will take all reasonable precautions to avoid the sale of alcohol in any form to anyone visibly intoxicated, anyone accompanying a person who has been denied service or for a minor.
- d. The Licensee will take no action to cause any public telephones to be installed in the area outside its premises, and will support ANC 8A's effort to remove them.
- e. The Licensee will install and properly maintain at least one surveillance camera inside and one surveillance camera outside of the property used by the Licensee to conduct business.
- f. Call the Metropolitan Police Department if illegal activity is observed and keep a written record of dates and times (a "call log") when MPD is called for assistance.

**5. Regulations.**

- a. In addition to the requirements of this Agreement, Licensee/Applicant will operate in compliance with all applicable laws and regulations.

**6. Miscellaneous.**

- a. Licensee/Applicant will complete alcohol beverage awareness training.

**7. Enforcement**

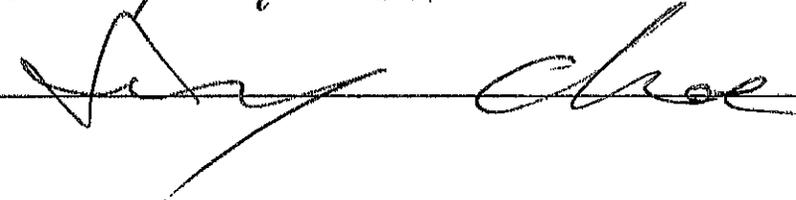
- a. Licensee/Applicant and ANC 8A agree to enter into this Agreement.
- b. Violation of this Agreement by the Licensee/Applicant or the failure to implement measures called for in the Agreement will be considered just cause for ANC 8A to petition the ABC Board for a show cause hearing.

**In Witness Whereof**

**The parties have affixed hereto their signatures:**

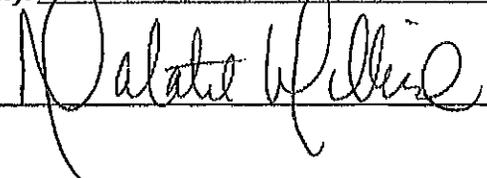
**Licensee/Applicant:**

By (print): SUNNY & CHOE Date: 7-14-15

Signature: 

**Advisory Neighborhood Commission 8A:**

By Chair (print): Natalie Williams Date: 7/14/15

Signature: 

Cooperative Agreement  
Between

Anacostia Coordinating Council(ACC)

And

Kings Mini Market

(Licensee Trading as)

2400 Martin Luther King Jr. Ave, SE Washington, DC 20020

(Address)

(Retailer's class & License Number)

WHEREAS, the licensee has applied to renew an Alcoholic Beverage Control Retailer's Class B license for the business and location named above and

WHEREAS, the Licensee and the ACC have discussed The concerns of the community and have reached an understanding relating To the operation of the ABS licensed establishment as well as the level of cooperation that shall exist between the Licensee and the community.

NOW, THEREFORE, the Licensee agree to the following:

1. The Licensee will comply with all the laws and regulations governing The operation of a Retailer's Class B license by which this cooperative Agreement applies, as applied for and approved by the District of the Columbia in the name of the Licensee.
2. The sale of drug paraphernalia is illegal (see 48 D.C. Code section 1103—violation is subject to jail and/or fine for the first offence) as is the sale of single or loose cigarettes. The Licensee will not sell any drug paraphernalia or specified items that can assist in drug use.
  - a. Cigarette rolling paper: cocaine freebase kit
  - b. Pipes or any kind (metal, wooden, acrylic, glass, stone, plastic or ceramic), spoons, marijuana bongs, roach clips, cigar screens
  - c. individual brillo (other brand names) pads scouring pads or steel wool that are not contained in tagged manufactured packaging
  - d. Small plastic zip lock bags (less than 3/4" in size)
  - e. Single or loose cigarettes
  - f. Blunt papers, blunt wrappers and tobacco leaves
  - g. Single/individual razor blades that are not contained in tagged manufactured packaging
  - h. small bags of ice, "go-cups"

i. paper or plastic individual cups

3. The Licensee will not sell alcoholic beverages before or after ABC regulated hours.
4. The Licensee will keep the "immediate environs" as defined in the D.C. official code, Title 25 Section 24-726 Control of Litter. (a) the licensee under a retailer's license shall take reasonable measure to ensure that the immediate environs of the establishment including adjacent alleys, sidewalks, or other public property immediately adjacent to the establishment, or other property used by the licensee to conduct its business, are kept free of litter. (b) The licensee under a retailer's license shall comply with the Litter Control Expansion Amendment Act of 1987, effective October 9, 1987 (D.C. Law 7-38; 23 DCMR 720).
5. The Licensee will keep the inside of the store free of debris and trash.
6. The Licensee (establishments with parking lots only) will post "PARKING LIMITS" signs on their parking lot to deter unwanted guest from parking for long periods of time without patronizing the store.
7. The Licensee will not advertise "tobacco and alcohol" in the exterior walls of the property used by the Licensee to conduct business.
8. The Licensee will promptly (that's is within 30 days) remove or Paint over any graffiti written on the exterior walls of the property used by the Licensee to conduct business.
9. The Licensee will prohibit loitering in front of the business, will use reasonable efforts to enforce such a prohibition, and will post "NO LOITERING" signs in a prominent place on the exterior of its establishment.
10. The Licensee will post a warning sign that states it is illegal for anyone under the age of 18 to purchase tobacco products. The sign will include a surgeon general's warning. In addition, the sign will clearly state the maximum fine for a violation of this section and the sign will be visible to the public.
11. The Licensee will request that everyone that appears to be under the age of 18 to show proper identification when purchasing tobacco.
12. The Licensee will not sell or deliver alcoholic beverages to any person under the age of 21. In addition, the licensee will post a warning sign that states it is illegal for anyone to sell, serve, or distribute alcoholic beverages to anyone under the age of 21 and the sign will be visible to the public.
13. The Licensee will not knowingly sell alcoholic beverages to an intoxicated person.
14. The Licensee will take all reasonable precautions to avoid the sales of alcoholic beverages in any form to anyone accompanying a person who has been denied service, if it appears that an attempt is being made to buy alcohol for that person who has been denied.
15. The Licensee will install and properly maintain at least one surveillance camera inside of the property used by the Licensee to conduct business.

received  
4/25/2017 CWB

Cooperative Agreement  
between  
Advisory Neighborhood Commission 8A (ANC)  
and

King's Mini Market

(Licensee Trading as)

2400 M.L.K. Jr Av S.E Washington D.C 20020

(Address)

60129

(Retailer's Class & License number)

Whereas, the Licensee has applied to renew an Alcoholic Beverage Control Retailer's Class B license for the business and location named above, and

Whereas, the Licensee and ANC 8A have discussed the concerns of the community and have reached an understanding the relating to the operation of the ABC licensed establishment as well as the level of cooperation that shall exist between the Licensee and the community.

Now, Therefore, the Licensee agrees to the following:

1. The Licensee will comply with all the laws and regulations governing the operation of a Retailer's Class B license by which this Cooperative Agreement applies, as applied for and approved by the District of Columbia in the name of the Licensee.
2. The sale of drug paraphernalia is illegal (see 48 D.C. Code section 1103— violation is subject to jail and/or fine for the first offense and) as is the sale of single or loose cigarettes. The Licensee will not sell any drug paraphernalia or specified items that can assist in drug use:
  - A. Cigarette rolling paper: cocaine freebase kit
  - B. Pipes of any kind (i.e. metal, wooden, acrylic, glass, stone , plastic or ceramic) spoons, marijuana bongs, roach clips, cigar screens
  - C. Individual *Brillo* (other brand names) pads, scouring pads or steel wool that are not contained in tagged manufactured packaging
  - D. Small plastic zip lock or jewelry bags less than 3/4" in size
  - E. Single or loose cigarettes
  - F. Single/individual razor blades that are not contained in tagged manufactured packaging
  - G. Blunt papers, blunt wrappers and tobacco leaves
  - H. Small bags of ice, "to-go-cups"

I. Paper or plastic individual cups

DA  
AM 04.25.07

3. The Licensee will sell single containers of beer or wine in ~~clear/transparent, "see-through"~~ or white plastic bags. In addition the Licensee will take all reasonable precautions to not provide brown paper bags or dark color plastic bags with the sale of single containers of any type of alcoholic beverage.
4. The Licensee will not sell alcoholic beverages before or after ABC regulated hours.
5. The Licensee will keep the "immediate environs" as defined in the D.C. Official Code, Title 25 section 24-726 Control of Litter, (a) the Licensee under a retailer's license shall take reasonable measure to ensure that immediate environs of the establishment adjacent to the alleys, sidewalks, or other public property immediately adjacent to the establishment, or other property used by the Licensee to conduct its business, are kept litter free, (b) the Licensee under a retailer's license shall comply with the Litter Control Expansion Act of 1987, effective October 9, 1987 (D.C. Law 7-38:23 DCMR 720).
6. The Licensee will keep the inside of the store free of debris and trash.
7. ~~The Licensee (establishments with parking lots) will post "Parking Limits" signs on their parking lot to deter unwanted guest from parking for long periods of time without patronizing the establishment.~~
8. The Licensee will not display any promotional signs, banners, and inflatable devises advertising beer, wine, alcoholic beverages and/or tobacco products on the exterior of property used by the Licensee.
9. The Licensee will promptly (within 10 days) remove or paint over any graffiti on the exterior walls of property used by the Licensee to conduct business.
10. The Licensee will prohibit loitering in front of the business, will use reasonable efforts to enforce such a prohibition, and will post "No Loitering" signs in a prominent place on the exterior of its establishment.
11. The Licensee will post warning signs that states it is illegal for anyone under the age of 18 to purchase tobacco products. The sign will include the Surgeons General's warning. In addition, the sign will clearly state the maximum fine for violation of this section and the sign will be visible to the public.
12. The Licensee will request that everyone that appears to be under the age of 30 to show proper identification when purchasing tobacco.
13. The Licensee will not sell or deliver alcohol beverages to any person under the age of 21. In addition, the Licensee will post a warning sign that states it is illegal

DA  
Does not apply  
no parking lot

AM 4.25.07

for anyone to sell, serve, or distribute alcoholic beverages to anyone under the age of 21 and the sign will be visible to the public.

14. The Licensee will not knowingly sell alcoholic beverages to an intoxicated person.
15. The Licensee will take all reasonable precautions to avoid the sales of alcoholic beverages in any form to anyone accompanying a person who has been denied service, if it appears that is being made to buy alcohol for that person who has been denied.
16. The Licensee will take no action to cause any public telephones to be installed in the area outside its premises, and to take all action within its power to cause the existing telephones stand to be removed.
17. The Licensee will install and properly maintain at least one surveillance camera inside and outside of the property used by the Licensee to conduct business.
18. The Licensee will contact the Metropolitan Police Department and report any and all unlawful activity conducted inside or observed outside of the property used by the Licensee to conduct business. In addition the Licensee will continuously monitor sidewalks its establishment, attempt to dispatch any persons who are consuming alcohol in the area, and notify the Metropolitan Police Department if those persons fail to disperse.
19. The Licensee agrees to work with the community to resolve problems that brought to the attention of the Licensee. Specifically the Licensee agrees to respond within 14 days business days to any written complaint that is received from the ANC 8A and further agrees to document its reasonable efforts to respond to such written complaint. ~~The ANC 8A give their assurance that any complaints towards the Licensee will or inform the Korean American Business Association (KABA) and Department of Consumer and Regulatory Affairs (DCRA).~~ AW  
4.25.07
20. The Licensee agrees and assures that all of its employees will adhere to the provisions of this agreement, particularly with respect to the sale of alcoholic beverages and tobacco products in any form.
21. The Licensee agrees to have a copy of this Cooperative Agreement available upon request at the location of the business.
22. In the event any provision of this Cooperative Agreement is deemed to be void, invalid or unenforceable that provisions shall be served from the remainder of this Cooperative Agreement so as not to cause the invalidity or unenforceability of the remainder of this Cooperative Agreement. All remaining provisions of this Cooperative Agreement shall then continue in full force and effect. If any provision shall be deemed invalid to scope or breadth permitted by law.

- 08/20/2007 10:17:00 FAX 7033306420
23. This agreement may be modified, superseded or void only upon the written and signed agreement of all parties. Further, the physical destruction or loss of this document shall not be constructed as a modification or termination of the Cooperative Agreement contained herein.
  24. Each party acknowledges that he/she has had an adequate opportunity to read fully consider the terms of this Cooperative Agreement. The terms and conditions of this entire Cooperative Agreement are agreed and understood by the Licensee and the community of ANC 8A.
  25. The Licensee is assured that the provisions of this agreement will be offered to other members of the Ward 8 Business Community (gas stations, deli's, vendors and Liquor Stores).
  26. The Licensee acknowledges the provisions of this Cooperative Agreement will be fully enforced by the effective date.
  27. The Licensee will store and refrigerate all beer, wine and other alcoholic beverages on a separate aisle from all other groceries within the establishment.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force for the duration of renewal period of the license. Violation of this Cooperative Agreement by the Licensee or the Licensee's failure to implement measures called for in the Cooperatives Agreement shall be considered just cause for the ABC board to initiate a show cause hearing upon evidence that a licensee has violated the Cooperative Agreement. Upon a determination that the licensee has violated the Cooperative Agreement, the board shall penalize the Licensee according to the provisions set forth for violations of a license in Chapter 8 of the D.C. Official Code, Title 25.

Notwithstanding anything to the contrary herein, Licensee shall use reasonable efforts to control litter, keep the property clean, maintain signs and placards as required, and monitor activities around the property as more fully set forth in Sections 4, 5, 6, 9, 11, 16, and 17. ANC 8A agree to provide written notice to Licensee and the opportunity to correct same prior to initiating a "show cause" hearing for such violation; provide however that no more than two notice shall be required in any 12 month period and, provide further that no other notice shall be deemed necessary for subsequent willful violations.

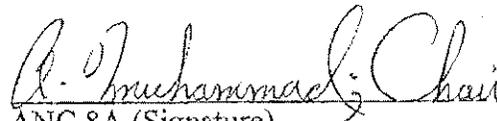
Danika Eun Jin Han  
Licensee's Name

  
Licensee's (Signature)

04-25-07  
Date

Kings Mini Market BEYINC  
Licensee's Trade Name

ANTHONY MUHAMMAD  
ANC 8A Name (Print)

  
ANC 8A (Signature)

04.25.07  
Date