THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Nam Hee and Aene Ja Lee Nam	)	
t/a Nam's Market	)	
	)	
Application to Renew a	)	License No. 50729
Retailer's Class B License –	)	Case No. 9610-06/054P
at premises	)	Order No. 2008-064
1327 W Street, S.E.	)	
Washington, D.C.	)	
	)	

Nam Hee and Aene Ja Lee Nam, t/a Nam's Market, Applicants

Phillip E. Pannell, Executive Director, Anacostia Coordinating Council, Protestant

BEFORE: Peter B. Feather, Chairperson
Judy A. Moy, Member
Albert G. Lauber, Member
Mital M. Gandhi, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The Application for renewal of a Retailer's Class B license, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call hearing on March 8, 2006, in accordance with D.C. Official Code § 25-601 (2001). Phillip E. Pannell, Executive Director of the Anacostia Coordinating Council, (ACC) filed timely opposition by letter.

The official records of the Board reflect that the Parties have reached an agreement which has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the Agreement, dated August 11, 2006, the Protestant has agreed to withdraw its protest, provided, however, the Board's approval of the pending Application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Accordingly, it is this 16th day of January 2008, **ORDERED** that:

1. The protest of ACC is **WITHDRAWN**;

2. The Application for Nam Hee and Aene Ja Lee Nam t/a Nam's Market, at 1327 W Street S.E., to renew its Retailer's Class B license is **GRANTED**;

3. The above-referenced Agreement is **INCORPORATED** as part of this Order; and

4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board

Peter B. Feather, Chairperson

Judy A. Moy, Member

Albert G. Lauber, Member

Mital M. Gandhi

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 AGREEMENT
BETWEEN

ANACOSTIA COORDINATING COUNCIL(ACC)

And

NAMS MARKET
(Licensee Trading as)

1327 W. St S.E WASHINGTON D.C 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 ¾" 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 October9, 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 of 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.

16. 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 for business.
17. 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 fourteen (14) business days to any written complaint that is received from the ACC and further agrees to document its reasonable efforts to respond to such written complaint.
    The ACC give their assurance that any complaints towards the Licensee will notify or inform the Korean American Business Association (KABA).
18. 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 in any form.
19. The Licensee agrees to have a copy of this Cooperative Agreement available upon request at the location of the business.
20. In the event any provision of this Agreement is deemed to be void, invalid or unenforceable that provision shall be served from the remainder of this agreement so as not to cause the invalidity or unenforceability of the remainder of this agreement. All remaining provisions of this agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to scope or breadth permitted by law.
21. This agreement may be modified, superseded or void only upon the written and signed Agreement of the Parties. Further, the physical destruction or loss of This document shall not be construed as a modification or termination of the agreement contained herein.
22. Each party acknowledges that he/she has had an adequate opportunity to read and fully consider the terms of this Agreement. The terms and conditions of this entire Agreement are agreed and understood by the Licensee and the community of ACC.
23. The Licensee is assured that the provisions of this agreement will be offered To other Members of the Ward 8 Business Community (Gas stations, Delis, Vendors and Liquor Stores).
24. The Licensee acknowledges the provisions of this agreement will be fully enforced by the effective date.

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 life of the license. Violation of this Cooperative Agreement by the Licensee or the Licensee's failure to implement measures called for in the Cooperative Agreement, shall be considered just cause for the ABC board to initiate a show cause hearing upon evidence that a licensee has violated a 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 Section 4, 5, 6, 9, 11

and 16. ACC agree to provide written notice to Licensee and the opportunity to correct same prior to initiating a "show cause" hearing for such violations; provided however that no more than two notice shall be required in any twelve-month period and, provide further, that no notice shall be deemed necessary for subsequent willful violations.

Licensee's Name NAM Hee Lee

Licensee's Signature _____ **Date** 8-11-06

Licensee's Trade Name NAMS MARKET

Community Representatives

ACC

Name Philip E. Pannell

Signature Philip E Pannell **Date:** 8/11/06

ACC

Name _____

Signature _____ **Date** _____

ACC

Name _____

Signature _____ **Date** _____