

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

In the Matter of:)	
)	
KCK, Inc.)	
t/a Anacostia Warehouse Supermarket)	
Application for a Retailer's)	
Class B License – renewal)	License no.: 12327
at premises)	Case no.: 562-06/018P
1918 14 th Street, S.E.)	Order no.: 2006-270
Washington, D.C.)	
)	

KCK, Inc., Applicant

Anthony Muhammad, Chairman, on behalf of Advisory Neighborhood Commission 8A,
Protestant

BEFORE: Charles A. Burger, Chairperson
Vera M. Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member
Albert G. Lauber, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The renewal application for a Retailer's Class "B" License, having been protested, came before the Alcoholic Beverage Control Board ("Board") on December 14, 2005, in accordance with D.C. Official Code § 25-601 (2001). Anthony Muhammad, Chairman, on behalf of Advisory Neighborhood Commission ("ANC") 8A filed timely opposition by letter on November 28, 2005.

The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. The Board is approving the agreement with the following changes. The Board is striking the term "and/or tobacco products" in provision 8 and striking provisions 11 and 12 in their entirety, for not being terms covered by 23 DCMR § 1609.1 (2004).

KCK, Inc.
t/a Anacostia Warehouse Supermarket
Case no. 562-06/018P
License no. 12327
Page two

The Board notes that the parties do not oppose the aforementioned changes. Pursuant to the agreement, dated November 16, 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 20th day of December 2006, **ORDERED** that:

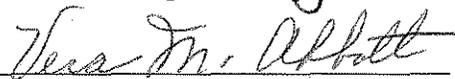
1. The protest of Mr. Muhammad, Chairman, on behalf of ANC 8A, is **WITHDRAWN**;
2. The renewal application of KCK, Inc., t/a Anacostia Warehouse Supermarket, for a Retailer's Class "B" License at 1918 14th Street, S.E., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

KCK, Inc.
t/a Anacostia Warehouse Supermarket
Case no. 562-06/018P
License no. 12327
Page three

District of Columbia
Alcoholic Beverage Control Board



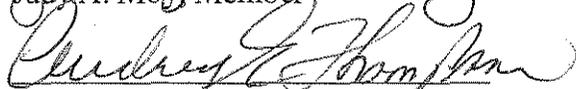
Charles A. Burger, Chairperson



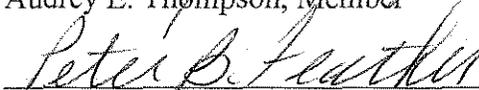
Vera M. Abbott, Member



Judy A. Moy, Member



Audrey E. Thompson, Member



Peter B. Feather, Member

Albert G. Lauber, 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 Agreement
between
Advisory Neighborhood Commission 8A (ANC)
and

Anacostia Warehouse Supermarket
(Licensee Trading as)

1918 14th Street SE
(Address)

Class B #12327
(Retailer's Class & License number)

Whereas, the Licensee has applied to renew an Alcoholic Beverage Control Retailer's Class A 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 ABS 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 A 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 ¾" 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

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 sell 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

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.

CWS
~~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.

CWS
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) and *Alcoholic Beverage Regulation Administration (ABRA).*

~~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.~~ *CWS*

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.

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.~~

CW

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.



Licensee's Name

HAK SOON LEE

Licensee's Signature

11.16.06

Date

Amacostia Warehouse Sup.

Licensee's Trade Name

T'Chaka M. Sapp 8A03

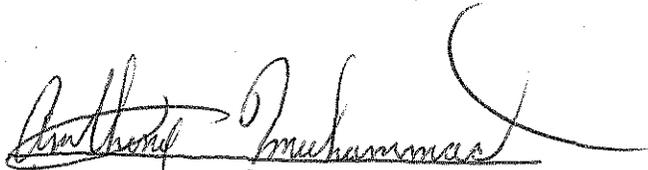
ANC 8A Name (Print)

T'Chaka M. Sapp 8A03

ANC 8A (Signature)

Nov 16-06

Date



ANC 8A CHAIR

Nov. 16-06

DATE

Clarke, Tiwana (ABRA)

From: Simms, Cynthia (ABRA)
Sent: Wednesday, November 22, 2006 10:01 AM
To: Clarke, Tiwana (ABRA)
Subject: Anacostia Warehouse Supermarket

Good Morning Tiwana,

I met with members of ANC 8A (Anthony Muhammad, Chair and T'Chaka M. Sapp, ANC 8A03) and ABC licensee Hak Soon Lee, owner of Anacostia Warehouse Supermarket, as well as Jina, corporate member (no last name) on November 16, 2006 at 1:00 p.m. to review the voluntary agreement offered by ANC 8A. There were hand written changes to the VA on page 3 section 16 (removed), section 19 (changed DCRA to ABRA), section 20 (removed tobacco products), and page 4 section 27 (removed). The changes to the VA were agreed upon and the document was sign on November 16, 2006.

Please attach this e-mail to the voluntary agreement as I have initialed each place where the changes were made because I was present and made the hand written changes as while we discussed each issue in the VA. Each party received a photocopy of the VA.

Cynthia Woodruff-Simms
Community Resource Officer
Alcoholic Beverage Regulation Administration
941 North Capitol Street, NE, Room 7200
Washington, DC 20002
cynthia.simms@dc.gov
Office No: 202/442-4423
Direct No: 202/442-4496
FAX: 202/442-9563

11/22/2006