

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

In the Matter of:)
)
Elisa Alabama, Inc.)
t/a Alabama Convenience)
)
Applicant for a Renewal of a)
Retailer's Class B)
)
at premises)
2209 Alabama Avenue, S.E.)
Washington, D.C. 20020)
_____)

Case No. 14-PRO-00086
License No. ABRA-080896
Order No. 2015-018

Elisa Alabama, Inc., t/a Alabama Convenience (Applicant)

Anthony Muhammad, Chairperson, Advisory Neighborhood Commission (ANC) 8E

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

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF PROTEST OF ANC 8E**

The Application filed by Elisa Alabama, Inc., t/a Alabama Convenience (Applicant), for renewal of its Retailer's Class B License, was protested; however, a Roll Call Hearing scheduled for December 1, 2014, was not held, because the Parties submitted a Settlement Agreement the date of the hearing.

The official records of the Board reflect that the Applicant and ANC 8E, have entered into a Settlement Agreement (Agreement), dated November 30, 2014, that governs 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 Anthony Muhammad, on behalf of ANC 8E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 8E.

Accordingly, it is this 14th day of January, 2015, **ORDERED** that:

1. The Application filed by Elisa Alabama, Inc., t/a Alabama Convenience, for renewal of its Retailer's Class B License, located at 2209 Alabama Avenue, S.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 8E in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement 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 modifications:

Section 3 – This Section shall be removed.

Section 7 – This Section shall be removed.

Section 10 – The following language shall be modified to read as follows: “The Licensee will take all reasonable precautions to discourage or prevent 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.”

Section 19 – The following language shall be removed: “...agrees to respond within 14 business days to any written complaint...”

Section 23 – The following language shall be modified to read as follows: “This agreement may be modified, supersede or void upon written and signed agreement of all parties or by one party with ABC Board approval.”

Second paragraph towards the end of the Agreement – The following language shall be modified to read as follows: “Violation of this Settlement Agreement by the Licensee or the Licensee's failure to implement measures called for in the Settlement Agreement shall be considered just cause for the ANC to file a complaint with the ABC Board pursuant to D.C. Official Code § 25-446(e) in order to enforce the provisions of the Agreement.”

Last paragraph of the Agreement – The last sentence shall be removed.

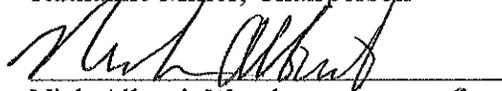
The parties have agreed to these modifications.

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

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

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 14th 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).

Settlement Agreement
between
Advisory Neighborhood Commission 8E (ANC) 4: 46
And
Elisa Alabama Inc. LLC t/a Alabama Convenience
(Licensee Trading as)

2209 Alabama Ave. S.E.
(Address)

#080896
(Retailer's Class B & 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 8E 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 Settlement Agreement applies, as applied for and approved by the District of Columbia in the name of the Licensee.
2. The Licensee will not sale drug paraphernalia or sale single or loose cigarettes will not be sole. 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 or K2, skittles
 - H.Small bags of ice, "to-go-cups"
 - I. Paper or plastic individual cups
3. The Licensee will sell two containers of beer or more of wine in clear/transparent, "see through" or black plastic bags. In addition the Licensee will take all reasonable

precautions to provide brown paper bags or dark color plastic bags with the sell of two 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.

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.

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 .

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 8E and further agrees to document its reasonable efforts to respond to such written complaint.

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 Settlement Agreement available upon request at the location of the business.

22. In the event any provision of this Settlement Agreement is deemed to be void, invalid or unenforceable that provisions shall be served from the remainder of this Settlement Agreement so as not to cause the invalidity or unenforceability of the remainder of this Settlement Agreement. All remaining provisions of this Settlement 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 Settlement Agreement contained herein.

24. Each party acknowledges that he/she has had an adequate opportunity to read fully consider the terms of this Settlement Agreement. The terms and conditions of this entire Settlement Agreement are agreed and understood by the Licensee and the community of ANC 8E.

25. The Licensee is assured that the provisions of this agreement will be offered to other members of the Ward 8E Business Community (gas stations, deli's, vendors and Liquor Stores).

26. The Licensee acknowledges the provisions of this Settlement 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 Settlement 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 Settlement Agreement by the Licensee or the Licensee's failure to implement measures called for in the Settlement Agreement shall be considered just cause for the ABC board to initiate a show cause hearing upon evidence that a licensee has violated the Settlement Agreement. Upon a determination that the licensee has violated the Settlement Agreement, the board shall penalize the Licensee according to the provisions set forth for violations of a license in Chapter S 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 8E agree to provide written notice to Licensee and the opportunity to correct same 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.

Ho Jin Om Licensee's Name

Licensee's Trade Name

11/30/14 Date

ANC 8E Name (Print)
J. Muhammad
ANC 8E (Signature)

Licensee's Signature
Ho Jin Om

Date

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

In the Matter of: _____)

Kia Enterprise, Inc.)

t/a Alabama Grocery-Deli)

Application for a Retailer's)

Class B License – renewal)

at premises)

2209 Alabama Avenue, S.E.)

Washington, D.C.)

License no.: 25854

Case no.: 35740-06/021P

Order no.: 2007-013

Kia Enterprise, Inc., Applicant

Philip E. Pannell, Executive Director, on behalf of the Anacostia Coordinating Council,
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). Philip E. Pannell, Executive Director, on behalf of the Anacostia Coordinating Council ("ACC") 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.¹ The Board is approving the agreement with the following changes. The Board is striking the term "tobacco and" in provision 7 and deleting provisions 10 and 11 in their entirety, for not being terms covered by Title 23 of the District of Columbia

¹ The Board notes that the voluntary agreement, dated January 24, 2007, incorrectly cites the trade name of the establishment as "The Alabama Convenience." The correct trade name of the establishment is "Alabama Grocery-Deli".

Kia Enterprise, Inc.
t/a Alabama Grocery-Deli
Case no. 35740-06/021P
License no. 25854
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Municipal Regulations § 1609.1 (2004). The Board notes that the parties do not oppose the aforementioned changes. Pursuant to the agreement, dated January 24, 2007, 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 7th day of February 2007, **ORDERED** that:

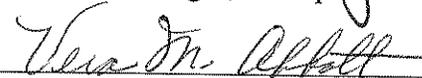
1. The protest of Philip E. Pannell, Executive Director, on behalf of the ACC, is **WITHDRAWN**;
2. The renewal application of Kia Enterprise, Inc., t/a Alabama Grocery-Deli, for a Retailer's Class "B" License at 2209 Alabama Avenue, S.E., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

Kia Enterprise, Inc.
t/a Alabama Grocery-Deli
Case no. 35740-06/021P
License no. 25854
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District of Columbia
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



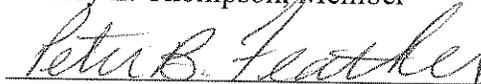
Vera M. Abbott, Member



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

Anacostia Coordinating Council (ACC)

And

Kia Enterprises T/A Alabama Convenience
(Licensee Trading as)

2209 Alabama Ave SE, Wash, 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 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 1/4" 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.

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 Kia McKenzie
Licensee's Signature Kia McKenzie Date 01-24-07
Licensee's Trade Name ALABAMA Convenience

Community Representatives

Anastasia Coordinating Council (ACC)

Name Philip E. Randall
Signature Philip E. Randall Date: 1/24/07

ACC

Name _____

Signature _____ Date _____

ACC

Name _____

Signature _____ Date _____

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

In the Matter of:)

Kia Enterprises, Inc.)

t/a Alabama Grocery-Deli)

Application for a Retailer's Class)

B License (renewal))

at premises)

2209 Alabama Avenue, S.E.)

Washington, D.C.)

Application No.: 35740-02/120P

Order No.: 2003-10

Lyle M. Blanchard, Esquire, on behalf of Elaine West and Jacque D. Patterson, Chair, Advisory Neighborhood Commission 8 B, Helen Y. McWilliams, William Proctor, Leith Wain, President, Patriot Group LLC, Sonja Slipping, Carrolle Smalls, Cynthia Bertolotti, Senior Vice President, William C. Smith & Company, Inc., Gladys M. General, Eydie Whittington, Virginia Williams-Smith, Commander Winston Robinson, Jr., Metropolitan Police Department – Seventh District, Olene Gibson, and Reginald W. Gibson, Protestants

Dimitri P. Mallios, Esquire, on behalf of the 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 WITHDRAWN PROTEST
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on November 6, 2002 in accordance with the D.C. Official Code Section 601 (2000 Edition). Elaine West and Jacque D. Patterson, Chair, Advisory Neighborhood Commission 8 B, Helen Y. McWilliams, William Proctor, Leith Wain, President, Patriot Group LLC, Sonja Slipping, Carrolle Smalls, Cynthia Bertolotti, Senior Vice President, William C. Smith & Company, Inc., Gladys M. General, Eydie Whittington, Virginia Williams-Smith, Commander Winston Robinson, Jr., Metropolitan Police Department – Seventh District, Olene Gibson, and Reginald W. Gibson filed timely opposition. Lyle M. Blanchard,

Kia Enterprises, Inc.
t/a Alabama Grocery-Deli
Case no. 35740-02/120P
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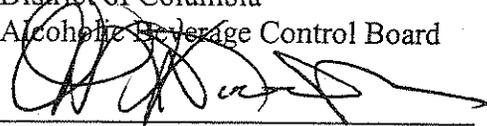
Esquire, was duly authorized to represent the Advisory Neighborhood Commission 8B and Elaine West.

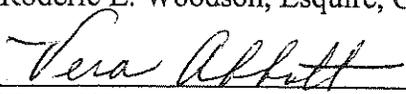
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated July 23, 2002, the protestants have agreed to withdraw the opposition, provided, however, the 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 29th day of January 2003, **ORDERED** that:

1. The opposition of Elaine West and Jacque D. Patterson, Chair, Advisory Neighborhood Commission 8 B, Helen Y. McWilliams, William Proctor, Leith Wain, President, Patriot Group LLC, Sonja Slipping, Carrolle Smalls, Cynthia Bertolotti, Senior Vice President, William C. Smith & Company, Inc., Gladys M. General, Eydie Whittington, Virginia Williams-Smith, Commander Winston Robinson, Jr., Metropolitan Police Department – Seventh District, Olene Gibson, and Reginald W. Gibson, is **WITHDRAWN**;
2. The application of Kia Enterprises, Inc. t/a Alabama Grocery-Deli for a retailer's class B license (renewal) located at 2209 Alabama Avenue, S.E., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Attorney for the Protestants and the Attorney for the Applicant.

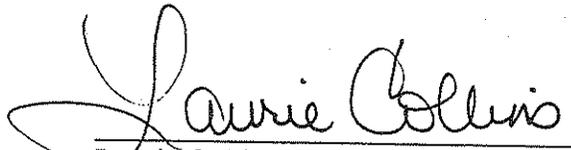
District of Columbia
Alcoholic Beverage Control Board

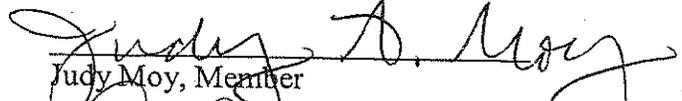

Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member

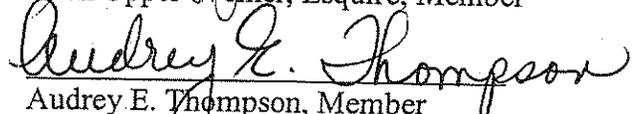

Charles Burger, Member

Kia Enterprises, Inc.
t/a Alabama Grocery-Deli
Case no. 35740-02/120P
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Laurie Collins, Member


Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

VOLUNTARY AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between KIA ENTERPRISES, INC., a District of Columbia Corporation, t/a Alabama Grocery and Deli (the "Applicant"), ADVISORY NEIGHBORHOOD COMMISSION 8B (the "ANC"), and MRS. ELAINE WEST ("Neighbors Representative").

WHEREAS, on July 23, 2002, Applicant filed with the District of Columbia Alcoholic Beverage Control Board (the "Board") an application (#35740) for renewal of a Retailer's license, Class B (the "Application"), for that certain establishment to be known as Alabama Grocery & Deli, located at 2209 Alabama Avenue, S.E. (the "Premises");

WHEREAS, ANC 8B is a publicly elected Advisory Neighborhood Commission (ANC) representing the interests of the residents and business located within its boundaries, and whose boundaries include the proposed establishment to be known as Alabama Grocery & Deli;

WHEREAS, Mrs. Elaine West has been duly authorized by those residents and property owners in the surrounding neighborhood who filed protest letters with the Board to represent their interests in the protest of the renewal of the Applicant's license;

WHEREAS, the Applicant is seeking a commitment from the ANC and the Neighbors Representative not to oppose the renewal of the Class B license that the Applicant has requested from the Board; and

WHEREAS, in order to secure the ANC and Neighbors Representative's written commitment not to oppose the license renewal, the Applicant has agreed to enter into this Voluntary Agreement with the ANC and Neighbors Representative.

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

1. Noise. The Applicant shall not play any type of music that can be heard outside of the Premises.

2. Trash Removal.

(a) Applicant shall insure that there is daily cleaning of the area in front and side of the premises by the landlord. Applicant shall not violate the Litter Control Administration Act (D.C. Official Code §§ 8-801 et seq. (2001), 21

D.C.M.R. §§ 700 et seq. (Solid Waste Control), and 24 D.C.M.R. ss 101-104, 108, 900.7 and 900.8, 900.10, 1000-1002, 1005, 1008, 1009, 2000-2002, and 2010 (Public Space & Safety).

(b) Applicant shall utilize the dumpster provided by the landlord, who shall arrange for the removal of trash at the Premises at least twice a week. Applicant further agrees that prior to any such removal, the Applicant shall store its trash in tightly covered containers provided by landlord..

(c) Applicant further agrees to maintain for the duration of its license a contract with a licensed pest control service with the objective of eliminating pests and vermin in and around the Premises.

(d) A copy of the pest control contract shall be made available to the ANC and the Neighbors Representative upon request.

3. Restriction on Sales. Applicant shall not sell single containers of beer or wine in sizes of twenty (20) ounces or less. Applicant shall not sell individual cigarettes or cigars (blunts).

4. Public Drinking. Applicant shall not allow its patrons and other persons to loiter, or drink, or possess an open alcoholic beverage container in her establishment. Public loitering, drinking, and possession of an open alcoholic beverage container creates a situation which is intolerable to the ANC and neighborhood residents. In addition, the Applicant shall contact the Metropolitan Police Department whenever necessary to prevent this situation from occurring and maintain a written log book of all such calls. This log book shall be made available for public inspection during normal business hours.

5. Non-Opposition to Renewal Application.

(a) In the spirit of working together, the ANC and the Neighbors Representative shall notify the Board of its withdrawal of their protests once all parties agree to this Agreement as indicated by the signatures of all parties below and the attached ANC approval resolution (see "Attachment A"). The Agreement shall be placed on the agenda for consideration at the next scheduled ANC meeting on December 17, 2002. Upon approval of Agreement by all parties, the Agreement shall be submitted to the ABC Board for its approval and inclusion in the Board's order. The Agreement shall continue in effect for subsequent license renewals by the Applicant for the Premises, unless the Applicant notifies the ANC and the Neighbors Representative in writing by first class mail not less than 45 days prior to the petition date of the "roll call" hearing for the license renewal.

(b) Provided, however, the continuing effectiveness of this Agreement shall not bar the ANC or the Neighbors Representative from filing a protest of a future renewal of the Applicant's license or subsequent change petition should the Applicant be in violation of this Agreement or other provision of the law or regulations governing the control of alcoholic beverages in the District of Columbia. Any failure of the Applicant to adhere to the foregoing commitments will constitute grounds for the ANC or the Neighbors Representative to petition the Board for a show cause pursuant to D.C. Code §§ 25-446(e) and 25-447. Prior to petitioning, however, the ANC or Neighbors Representative shall notify the Applicant in writing by first class mail of any violations and afford the Applicant seven (7) days from the date of mailing to cure the violation.

(c) In consideration of, and in reliance upon, the foregoing agreements made by the Applicant, the ANC and the Neighbors Representative agree that they shall provide Applicant with their commitment not to oppose the renewal of the Class B license renewal following approval of this Agreement. This Agreement shall become effective only upon the execution of all parties hereof and the delivery to the Applicant and the Board of the aforesaid written approval.

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

APPLICANT

Kia Enterprises, Inc.
t/a Alabama Grocery & Deli

By Kia N. McKenzie
Kia N. McKenzie
President
December 19, 2002

ANC

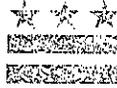
By Jacque D. Patterson
Jacque D. Patterson
Chair, ANC 8B
December 31, 2002

NEIGHBORS REPRESENTATIVE

By Elaine West
Elaine West
December 9, 2002

Carrolle Smalls
Carrolle Smalls

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUSINESS REGULATION ADMINISTRATION



ALCOHOLIC BEVERAGE CONTROL DIVISION

Date: December 6, 2002

Application No. 35740

Please enter my appearance as attorney for

Applicant ()
Protestant (X) ANC 8B and Mrs. Elaine West
Respondent ()

In the matter of Kia Enterprises, Inc. r/a Alabama Grocery Deli
(Application of/Citation against)

Applicant for/Holder of Retailer's License Class B

License at premises 2209 Alabama Avenue, S.E.

Lyle M. Blanchard (D.C. #467457)

1620 L Street, N.W., Suite 900, Washington, DC 2003
(Address)

(202) 452-1400
(Telephone)

DCRA/BPLA/ABC-10
Rev. April 3, 2000