

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

<u>In the Matter of:</u>	)	
	)	
Fort Drum Corporation	)	
t/a Fort Drum Market	)	
Application for a Retailer's	)	
Class B License – renewal	)	License no.: 11202
at premises	)	Case no.: 9983-06/058P
4686 Martin Luther King Jr. Ave., S.W.	)	Order no.: 2006-235
Washington, D.C.	)	
	)	

Fort Drum Corporation, 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  
Eartha Isaac, 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**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**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 March 8, 2006, 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 December 5, 2005. On August 9, 2006, the Board denied the Applicant's license application pursuant to Title 23 of the District of Columbia Municipal Regulations § 1603 (2004) because of the Applicant's failure to appear at two (2) consecutive status hearings before the Board. The Applicant subsequently filed a timely request for reinstatement of the license application with the Board on August 16, 2006. On September 6, 2006, the Board reinstated the Applicant's license application.

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 "tobacco and" in provision 7 and provisions 10 and 11 in their

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entirety, for not being terms covered by Title 23 of the District of Columbia Municipal Regulations ("DCMR") § 1609.1 (2004). The Board notes that the parties do not oppose the aforementioned changes. 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 4<sup>th</sup> day of October 2006, **ORDERED** that:

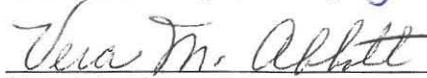
1. The protest of Mr. Pannell, Executive Director, on behalf of the ACC, is **WITHDRAWN**;
2. The renewal application of Fort Drum Corporation, t/a Fort Drum Market, for a Retailer's Class "B" License at 4686 Martin Luther King Jr. Ave., S.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;  
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

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District of Columbia  
Alcoholic Beverage Control Board



Charles A. Burger, Chairperson



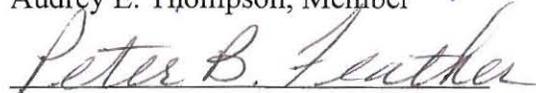
Vera M. Abbott, Member



Judy A. Moy, Member



Audrey E. Thompson, Member



Peter B. Feather, Member



Albert G. Lauber, Member

\_\_\_\_\_  
Eartha Isaac, 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  
FORT DRUM MARKET  
(Licensee Trading as)  
4686 MARTIN L KING J AVE D.C  
(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"

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

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.  
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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.
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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 BAE HOON SON  
Licensee's Signature [Signature] Date 8/11/06  
Licensee's Trade Name FORT DRUM MARKET

**Community Representatives**

Name Philip E. Pannell  
Signature [Signature] Date: 8/11/06

ACC

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

ACC

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

AGREEMENT

*MAITTY*  
*rec'd 8/31/00*  
*lsb*

*#9983*

Made this 11<sup>th</sup> day of August, 2000 by and between Fort Drum Corporation (dba Fort Drum Market) (the "Applicant") and Oak Park Phase II LP.

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board (ABC Board) is the Applicant's application for renewal of a Retailer's Class "B" license for 4686 Martin Luther King Avenue, SW, Washington DC, and Oak Park's protest thereto.

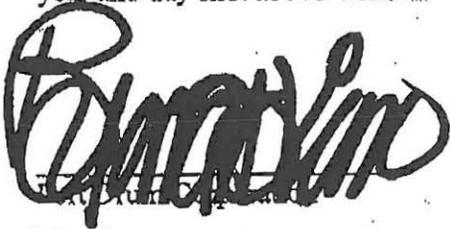
WHEREAS, the parties desire to enter into an agreement memorializing certain understandings regarding the Applicant's plans for operating its business;

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and promises set forth below, the parties agree as follows:

1. The Applicant will not sell alcoholic beverages before 9:00am.
2. Single containers of beer or malt liquor will be sold in clear plastic bags only. The Applicant will not provide brown paper bags with the sale of single containers of beer or malt liquor.
3. The Applicant will continuously monitor the sidewalk outside its establishment, attempt to dispatch any patrons who are consuming alcohol in the area, and notify the Metropolitan Police Department if those patrons fail to disperse.
4. The Applicant will not display any promotional signs, banners, and inflatable devices advertising beers, wines and tobacco products.
5. Out of regard for the health of employees, patrons, and the citizens of the community, the Applicant will comply with all applicable District of Columbia laws, and regulations regarding waste, sanitation, litter and vector control. Further, Applicant will sweep up any litter in front of its business, including the gutter, every three hours during normal business hours. Further, Applicant will sweep up any litter across Martin Luther King Avenue from its premises (limited to the linear frontage across the street from the store) three times per week (excluding bulk items).
6. The Applicant 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 telephone stands to be removed.
7. The Applicant will not sell the type of cigars commonly known as "blunts" which can be hollowed out and used for the smoking of marijuana.

In consideration of, and in reliance upon, the commitments contained in Paragraphs 1 through 7 above, Oak Park Phase II LP will not oppose Applicant's pending license application, provided that the terms of this Agreement are incorporated into and made a part of the ABC Board's Order approving said application. It is further agreed that any failure of Applicant to comply with the terms of this Agreement will constitute grounds for Oak Park Phase II LP to petition the ABC Board for issuance of an order to show cause why its license should not be suspended or revoked pursuant to the applicable rules of the ABC Board. Prior to filing any such petition, however, Oak Park Phase II LP shall provide the Applicant 10 days prior written notice of the perceived violation, in order to afford Applicant opportunity to cure such violation.

In WITNESS WHEREOF, the parties have affixed hereunto their hands and seals on the year and day first above-written.



B. Kim owner  
Name & Title



Oak Park Phase II LP

Thomas P. Gallagher, General Partner  
Name & Title