

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

_____)
In the Matter of :)

H & I Kim, Inc.)
t/a D.C. Supermarket)

Application for a Retailer's Class)
B License – renewal)

Case no. 10055-0009P

539 8th Street, Northwest)
Washington, D.C.)
_____)

Robert Pittman, on behalf of the Linden Place Neighborhood Association, Protestant

Hyon Ho Kim, President, on behalf of Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Judy Moy, Member
Ellen Opper-Weiner, Esquire, Member
Audrey E. Thompson, Member

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

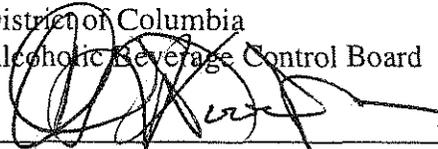
This matter, having been protested, came before the Board for public hearing on February 9, 2000, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Robert Pittman, on behalf of the Linden Place Neighborhood Association, filed a timely protest letter dated December 23, 1999.

The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated April 30, 2000, the protestant has 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 2nd day of August 2000, **ORDERED** that:

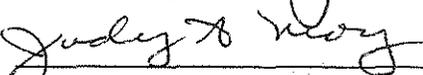
1. The opposition of Robert Pittman, on behalf of the Linden Place Neighborhood Association, be, and the same hereby, is **WITHDRAWN**;
2. The application of H & I Kim, Inc. t/a D.C. Supermarket for a retailer's class B license (renewal), located at 539 - 8th Street, Northeast, Washington, D.C., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby, 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

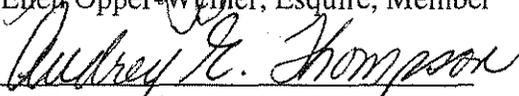

Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Charles Burger, Member


Judy Moy, Member


Ellen Opper-Weiner, Esquire, Member


Audrey E. Thompson, Member

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BPA: ABC
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AGREEMENT BETWEEN

LINDEN NEIGHBORHOOD ASSOCIATION

AND

D C SUPERMARKET

31 JANUARY, 2000

Now, therefore, the parties agree to resolve their differences in a reasonable and prudent manner and agree to the following:

1. DC Supermarket will maintain the exterior areas adjacent to the store. The area around the store will remain clean and free of litter and shall be regularly inspected by the proprietor or his/her designee. "Regularly", shall be defined as a period of three (3) hours from the start of business and every 3 hours after that until the close of business which shall have a final inspection and cleanup.
2. The Association recognizes that trash and debris will accumulate on and near the property that will not result from patrons of the establishment. It is however understood by DC Supermarket that they are legally responsible for any trash, debris, garbage, and/or other unattended items left on or near the property.
3. DC Supermarket shall pursue any and all reasonable efforts, both directly and through communications with D.C. Police Communications, the Metropolitan Police Department (5th District), the Association, Fire and Emergency Medical Services Department and Advisory Neighborhood Commission 6A to discourage individuals from congregating for extended periods on the premises and areas adjacent to its store. DC Supermarket shall consult with the Association on its operations, marketing and advertising. DC Supermarket shall keep the Association informed of its activities and problems with law enforcement and emergency medical services responses.
4. DC Supermarket shall not support the installation of any new pay phones in and around the establishment. DC Supermarket shall maintain contact with the owner of the current phones and shall monitor the type of usage. If it appears that drug activity or other illicit activity is occurring DC Supermarket shall notify the proper authorities and inform the Association and ANC6A.
5. DC Supermarket shall voluntarily refuse to sell products associated with illegal drug activities (cigars, pipes, bongos, jewelry bags, etc.) and will refuse to sale alcoholic beverages to individuals who are known abusers of drugs and alcohol.
6. Whereas, Single Containers of beer sales is not illegal, and the interference of such sales by localities can be constituted as a violation of Interstate Commerce; the Association requests that the management of DC Supermarket implement a policy to "control" the sell of single containers and keep the vagrant population from abusing these substances. We fully expect to be able assist you with getting the Police and Health agencies to do their jobs.
7. DC Supermarket management agrees to attend meetings of the Association and provide updates on its operation.
8. The Association agrees to inform its membership of this agreement and pledges to enlist the support of its members on the Terms and Conditions of this agreement. The

Association will conduct a survey of the community residents to ascertain what products residents would likely purchase if stocked by the establishment and the residents felt safe in shopping there.

9. DC Supermarket acknowledges its understanding that the signatories hereto are members of the Board of Directors of the Linden Neighborhood Association and are parties to the pending Renewal License before the Alcohol Beverage Control Board who reside in the immediate and surrounding vicinity of the establishment and as such each pledges to implement the terms of agreement but shall not be individually liable for the enforcement of this agreement. In accordance with the Association bylaws members of the board may change and as such the new board members signatures shall be substituted under this agreement for such board member.

10. The parties agree to maintain open dialogue to address mutual concerns and provide constructive remedial actions whenever necessary. If any of the parties believes in good faith that any signatory has failed to comply with any provision of this agreement, that party shall notify the other in writing of the concern. Both parties shall make every effort to resolve any outstanding issues before filing a complaint with the ABC Board.

11. If DC Supermarket does not live up to its part of this agreement, it is understood by all parties that the Association shall immediately petition the ABC Board for the revocation of DC Supermarket Class B Retail License on behalf of the citizens and neighbors. It is further understood that should this action occur, Due Process shall be adhered to and the Local Advisory Neighborhood Commission shall hold a public meeting with posted public notice to inform all interested parties of the impending action.

12. This agreement shall be executed in ten (10) counterparts, each of which shall constitute an original.

13. Parties to this action are:


Hyon Ho Kim
Proprietor
DC Supermarket


Robert Pittman
Co-President-Administration
Linden Neighborhood Assoc.


DC Supermarket
Manager


Lisa A. Greene
Co-President-Operations
Linden Neighborhood Assoc.

LINDEN NEIGHBORHOOD ASSOCIATION (the Association) which has conditionally supported the Renewal Application by H&I Management-Hyon Ho Kim (DC Supermarket) located at 539 8th Street, N.E.).

The signatories hereto agree to the following conditions:

Whereas, the Association is comprised of residents and registered voters from the immediate and surrounding vicinity of the establishment, who seek to enhance the security and well-being of the neighborhood, its residents, commercial establishments and patrons in the community, seeks to accomplish these objectives by cooperative efforts;

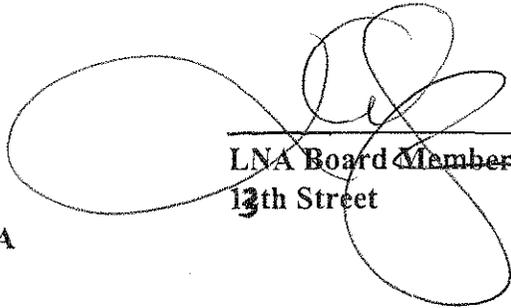
Whereas, the Association understands that DC Supermarket seeks to continue the successful operation of its business in cooperation with the residents and owners of other businesses in the neighborhood, and shares with the Association the objectives stated above;

Whereas, the Association having entered into this Agreement to seek a mutually beneficial resolution of certain problems and concerns shared by the Association and DC Supermarket, both acknowledging that because of the location of DC Supermarket within a diverse economic and cultural section of the city an effort by the residents and business establishments is necessary to improve the quality of life of the residents, businesses and promote economic opportunity for all.

Whereas, given the desire and understanding that DC Supermarket wishes to work with the Association and become a part of the community to assist in solving some of the problems present in the neighborhood, particularly those attributable to the operation of an alcoholic beverage establishment within a residential neighborhood; and

Whereas, the Association seeks to encourage the economic re-growth of the neighborhood and wishes to assist in improving the economic opportunity of those merchants willing to work with the Association in improving the quality of life and ensuring the safety of the residents, merchants and patrons within the community.

~~Commissioner Marvin Fields
Single Member District(6A07)
Advisory Neighborhood Commission 6A~~



A large, stylized handwritten signature in black ink, consisting of several overlapping loops and curves, positioned above a horizontal line.

~~LNA Board Member
13th Street~~

Signed and witnessed this 30 day of April, 2000.