BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD

In the Matter of:	)	
	)	
Son Y. Hong	)	
t/a McKinley Market	)	
	)	
Application for a Retailer's Class B	)	
License – renewal	)	Application no. 7951
at premises	)	2004-26
321 T Street, N.E.	)	
Washington, D.C.	)	
	)	

Bertha Johnson, Single Member District Commissioner 5C05, Advisory Neighborhood Commission 5C, and Se Y. Jeong, Signatories

BEFORE: Charles A. Burger, Chairperson
Vera Abbott, Member
Peter Feather, Member
Judy Moy, Member
Audrey E. Thompson, Member

ORDER ON VOLUNTARY AGREEMENT

This matter came before the Board for approval on January 7, 2004. The signatories to the voluntary agreement, dated December 1, 2003, submitted an agreement to the Board in accordance with the D.C. Official Code Title 25, Section 446 (2001 Edition).

The Board amended the language in second sentence in the last paragraph of the cooperative agreement to read as follows: "Violations of the Cooperative Agreement by the Licensee, or the Licensee's failure to implement the measures called for in this Cooperative Agreement, shall constitute cause for seeking a show cause proceeding from the ABC Board." Having determined that the amended agreement complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this 11th day of February 2004, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and does **INCORPORATE** the text of the same into the Order.

District of Columbia
Alcoholic Beverage Control Board

Charles A. Burger, Chairperson

Vera Abbott, Member

Peter Feather, Member

Judy Moy, Member

Audrey E. Thompson, Member

GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMISSION 5C

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Cooperative Agreement

between

McKinley Market and Advisory Neighborhood Commission 5C (ANC 5C)

WHEREAS, SE Y, JEONG ., *("Licensee")* has an Alcoholic Beverage Control Retail Class B license for a business trading as *McKinley Market, located at 321 T Street, N.E.*;

and

WHEREAS, the Licensee and ANC 5C have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the Licensee's business, as well as the level of cooperation that shall exist between the Licensee and ANC 5C;

NOW, THEREFORE, in consideration of the Licensee's commitment to fully comply with the terms of this Cooperative Agreement, as set forth herein, ANC 5C agrees to withdraw its protest of the renewal of its license. Specifically, the Licensee agrees to the following:

1. That the Licensee will comply with all laws and regulations governing the operations of the establishment at *1542 North Capitol Street, N.W.,* within the District of Columbia, including the laws and regulations governing the Class A (Retail) license to which this Cooperative Agreement applies, as applied for and previously approved by the District of Columbia in the name of the Licensee;

2. That the Licensee and its officers and employees will cooperate with Advisory Neighborhood Commission 5C ("ANC") to address any alleged violation of the laws and regulations referred to in Item One (1), and in any request by the ANC that the appropriate enforcement agency investigate any alleged violation.

3. That the Licensee will not sell alcohol before or after ABC regulated hours.

4. That the Licensee will keep the public space surrounding its business free of debris and trash.

5. That the Licensee will take reasonable measures to ensure that the immediate environs of the location are kept free of litter and debris. The "immediate environs" is defined in Section 720.2 of the ABC regulations as including "all property on which the premises are located; all property used by the licensee to conduct business, whether part of the premises or not; including parking lots and portions of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct business."

6. That the Licensee will prohibit loitering in front of the business and that they take whatever actions are necessary to enforce such a prohibition and will post No Loitering signs in a prominent place on the exterior of its establishment.

7. That the Licensee will not provide "go cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming (alcoholic) beverages."

8. That the Licensee will not sell or provide miniature bags of ice to customers.

9. That the Licensee will not sell single cigarettes; nor rolling paper, crack bags, or other drug paraphernalia to customers.

10. That the Licensee will not advertise alcoholic beverages on the exterior walls of the property used by the licensee to conduct business.

11. That the Licensee will promptly remove or paint over any graffiti written on the exterior walls of the property used by the licensee to conduct business.

12. That the Licensee will post signs in English, advising its customers that the licensee will not sell alcohol to intoxicated persons.

13. That the Licensee will not sell or deliver alcohol in any form to any intoxicated person, any person who appears to be intoxicated, or to any person whom the Licensee knows to be an abuser of alcohol.

14. That the Licensee will not sell of deliver alcohol in any form to any person under 21 years of age.

15. That the Licensee will take all precautions to avoid the sale of alcohol 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 the person who has been denied service.

16. That the Licensee agrees to work with the ANC 5C to resolve problems that the commission brings to its attention. Specifically, the Licensee agrees to respond within seven (7) business days to any written complaint that it receives from ANC 5C and further agrees to document its efforts to respond to such complaints.

17. That the Licensee will provide the community (via ANC 5C) at least ninety (90) days notice of any intention to place the business on the market, i.e., should the Licensee make a decision to sell or transfer its business.

18. That the Licensee agrees to post this Cooperative Agreement, alongside his ABC license.

19. That the Licensee give their assurance that all of its employees will adhere to the provisions of this agreement, particularly with respect to the sale of alcohol in any form.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force upon renewal or transfer of the liquor license. Violations of this Cooperative Agreement by the Licensee, or the Licensee's failure to implement measures called for in this Cooperative Agreement, shall be considered just cause for the ABC Board to immediately suspend or revoke the ABC license granted to its establishment.

AGREED:

For the Licensees:

SE Y. JEONG
321 T street NE
DC 20002

Date: 12/1/03

For Advisory Neighborhood Commission 5C:

Bernetta Johnson
306 Seaton Pl. NE. ANC-5C05
Wash. D.C. 20002

Date: 12/1/03

JDB