

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

**In the Matter of:** )  
 )  
Fana, Inc. )  
t/a Mudrick's Supermarket )  
 )  
Application for Substantial Change )  
(Class Change) )  
to a Retailer's Class A License )  
 )  
at premises )  
1064 Bladensburg Road, NE )  
Washington, D.C. 20002 )  
 )

Case No.: 21-PRO-00093  
License No.: ABRA-105822  
Order No.: 2022-061

Fana, Inc., t/a Mudrick's Supermarket, Applicant

Kevin Lee, Counsel, on behalf of the Applicant

Stephen Cobb, Chairperson, Advisory Neighborhood Commission (ANC) 5D, Protestant

**BEFORE:** Donovan Anderson, Chairperson  
James Short, Member  
Bobby Cato, Member  
Rafi Crockett, Member  
Jeni Hansen, Member  
Edward S. Grandis, Member

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**ORDER ON SETTLEMENT AGREEMENT AND  
WITHDRAWAL OF ANC 5D'S PROTEST**

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The Application filed by Fana, Inc., t/a Mudrick's Supermarket (Applicant), for a Substantial Change to Class Change from Retailer's Class B License to Retailer's Class A License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on January 3, 2022, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 5D entered into a Settlement Agreement (Agreement), dated February 9, 2022, that governs the operations 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 Stephen Cobb, on behalf of ANC 5D, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 5D.

Accordingly, it is this 16th day of February 2022, **ORDERED** that:

1. The Application filed by Fana, Inc., t/a Mudrick's Supermarket, for a Substantial Change to Class Change from Retailer's Class B License to Retailer's Class A License, located at 1064 Bladensburg Road, NE, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 5D in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia  
Alcoholic Beverage Control Board

eSigned via SeamlessDocs.com  
*Donovan Anderson*  
Key: a14322f95633f9e4b7300531d00f8

Donovan Anderson, Chairperson

eSigned via SeamlessDocs.com  
*James Short*  
Key: 347a937202c6b6a0e1a1332882944e

James Short, Member

eSigned via SeamlessDocs.com  
*Bobby Cato*  
Key: 255d3fcd0e14647f4075bd7917d20d

Bobby Cato, Member

eSigned via SeamlessDocs.com  
*Rafi Aliya Crockett, Member*  
Key: b560e91845e1f9e4316155e5c12f81e2

Rafi Crockett, Member

eSigned via SeamlessDocs.com  
*Jeni Hansen, Member*  
Key: 631725911055949749156992a41815

Jeni Hansen, Member

eSigned via SeamlessDocs.com  
*Edward Grandis, Member*  
Key: 5027b2a709f0d40e14adeb52541ce5

Edward S. Grandis, Member

Pursuant to D.C. Official Code § 25-433(d)(1), 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 14<sup>th</sup> Street, N.W., Suite 400S, Washington, DC 20009.

Also, pursuant to section II 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).

**VOLUNTARY SETTLEMENT AGREEMENT**  
**BETWEEN Fana, Inc., t/a Mudrick's Supermarket, located at 1064 Bladensburg Road**  
**NE, Washington, DC 20002. ABRA License No. ABRA-105822**  
**and**  
**ADVISORY NEIGHBORHOOD COMMISSION SINGLE MEMBER DISTRICT 5D07**  
**ADVISORY NEIGHBORHOOD COMMISSION 5D**

This Settlement Agreement ("Agreement") is entered on this <sup>9<sup>th</sup></sup> day of February, 2022, between Fana, Inc., t/a Mudrick's Supermarket, located at 1064 Bladensburg Road NE, Washington, DC 20002. ABRA License No. ABRA-105822 ("Applicant") and the Advisory Neighborhood Commission (ANC) 5D07, with ANC Commissioner Stephen Cobb, as the representative for ANC 5D.

**RECITALS**

Applicant, a holder of a Class B off-premises alcoholic beverage license, ABRA License No. ABRA-105822 ("Class B License"), seeks a substantial change its Class B license issued for its establishment located at 1064 Bladensburg Road NE, Washington, DC 20002 ("Establishment") which is currently within the boundaries of ANC 5D, to a Class A License.

Applicant and ANC 5D collaborated to find additional ways to improve the safety and orderly functioning of the Mudricks Store to better serve the community and allow the business to thrive. The parties negotiated to address issues raised in reference to the substantial change in Mudrick's license from a Class B to a Class A, and now seek the approval by the District of Columbia Alcoholic Beverage Control Board (the "Board") of Applicant's substantial change application, conditioned upon on the Applicant's compliance with the terms of this Agreement.

NOW, the Parties hereby agree as follows:

1. Applicant agrees to maintain the following terms including but not limited to provisions regarding Public Safety; Cleanliness and Conditions of Premises and Immediate Environs; Cooperation with Community; and Enforcement and Notices. The Applicant shall place a container for trash outside of its business, on the public street side. Applicant shall maintain and empty this container for the life of this settlement agreement.
2. Applicant shall make every effort to prohibit and prevent loitering and criminal activity near the Establishment, including:
  - a. Calling the Metropolitan Police Department immediately to report criminal activity;
  - b. Keeping a written record of dates and times when the Metropolitan Police Department has been called for assistance; and

- c. Continuing to engage in conversation with ANC 5D towards efforts in feasibly combating loitering.
3. Applicant shall refrain from making change for customers who do not make a purchase of an item from its store. Applicant shall conspicuously post a sign in its establishment alerting patrons of this policy.
4. Applicant shall not divide a manufacturer's package of more than one container of beer, malt liquor, or ale, to sell an individual container of the package if the capacity of the individual container is 70 ounces or less.
5. Applicant must refrain from selling, giving, offering, exposing for sale, or delivering an individual container of beer, malt liquor, or ale with a capacity of 70 ounces or less.
6. In the event of a violation of the provisions of this Agreement, Applicant shall be notified by the ANC 5D in writing alleging such violation and given an opportunity to cure such violation within no more than ten (10) days. All notice demands and requests (collectively "notice") which either party is required to, or may desire, to serve upon the other shall be in writing and shall be sufficiently served upon such other party, by:
  - a. Mailing a copy thereof by certified, postage prepaid addressed to the party to whom the notice is directed at the "Notice Address" of such party, or
  - b. Delivery by hand, to the party to whom the notice is addressed at the Notice Address. The Notice Address of each party is as follows:

**FOR ANC 5D:**

Ronald Dixon  
Chairperson Sydelle Moore, ANC 5D by Stephen Cobb 5D07  
1010 Cameron Street  
Alexandria, VA 22314  
[rdixon@bynumandjenkinslaw.com](mailto:rdixon@bynumandjenkinslaw.com)  
[5D07@anc.dc.gov](mailto:5D07@anc.dc.gov)  
*Counsel for ANC 5D*

**FOR APPLICANT:**

Kevin Lee  
KIC & Associates, PLLC  
700 Pennsylvania Ave., SE, 2nd Floor  
Washington, DC 20003  
[kevinleelaw@gmail.com](mailto:kevinleelaw@gmail.com)  
*Counsel for Applicant, Mudrick's Supermarket*

Each party shall promptly notify the other in writing of any change of address. Failure of Applicant to address and cure the violation within ten (10) days will result in Protestants forwarding said complaint to the Alcohol Beverage Administration (ABRA). Applicant understands that ABRA may issue fines after investigating and sustaining the complaint. Further, Applicant understands that three (3) alleged complaints within one calendar year shall result in an automatic protest of Applicants license during the next Protest period.

7. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties executed this Agreement, as of the date and year first above written.

APPLICANT  
Mudrick's Supermarket

ABEL MEKONNEN  


ANC 5D CHAIRPERSON

Stephen A. Cobb  
By Stephen Cobb ANC 5D, 5D07

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

In the Matter of:	)	
	)	
Man, Inc.	)	License Number: 5985
t/a Mudrick's Supermarket	)	Case Number: 09-19P
	)	ORDER NUMBER: 2009-152
Renewal of Retailer Class B License	)	
at premises	)	
1064 Bladensburg Road, N.E.	)	
Washington, D.C. 20002	)	

BEFORE: Peter B. Feather, Chairperson  
Mital M Gandhi, Member  
Nick Alberti, Member  
Charles Brodsky, Member  
Donald Brooks, Member  
Herman Jones, Member

ALSO PRESENT: Yung Chong, on behalf of the Applicant  
  
Kathy Henderson, on behalf of the Protestants (Group of 5)  
  
Martha Jenkins, Acting General Counsel  
Alcoholic Beverage Regulation Administration

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**

The Application filed by Man, Inc., t/a Mudrick's Supermarket ("Applicant") for the Renewal of its Retailer's Class B License at premises 1064 Bladensburg Road, N.E., Washington, D.C., came before the Alcoholic Beverage Control Board (the "Board") for a Roll Call Hearing on January 12, 2009. At that time, two Protestant groups were seated – the Advisory Neighborhood Commission 5B (ANC 5B) and a Group of Five ("Protestants"). On March 10, 2009, the Applicant and ANC 5B reached a Voluntary Agreement. However, an agreement was not reached between the Applicant and the Protestants; thus, the matter was scheduled for a Protest Hearing on April 22, 2009, the substance of which this Order is based upon.

Pursuant to D.C. Official Code § 25-313(b), the filed protest issue is whether the renewal of the Applicant's Class B license would adversely affect the peace, order, and

quiet of the neighborhood. The Board, having considered the evidence, the testimony of witnesses, the arguments of counsel, and the documents comprising the Board's official file, makes the following:

## FINDINGS OF FACT

1. The Applicant's establishment is located at 1064 Bladensburg Road, N.E., Washington, D.C. The Applicant has filed a renewal application for its Retailer's Class B License. *See Alcoholic Beverage Regulation Administration ("ABRA") Protest File for License No. 5985, Case No. 09/19P.* ANC 5B was initially seated as a Protestant, however, the Applicant and ANC 5B reached a Voluntary Agreement prior to the Protest Hearing. *See Mudrick's Supermarket Voluntary Agreement*, March 10, 2009. The remaining Protestants, a Group of Five represented by Kathy Henderson ("Protestants"), continued to a Protest Hearing before the Board on April 22, 2009. *See Transcript, 4/22/09* (hereinafter "*Tr.*"), at 3.
2. The Protestants lodge this protest against the renewal of Applicant's license based on the effect this establishment is alleged to have had on the general peace, order, and quiet of the neighborhood. *See ABRA Protest File, Case No. 09/19.* Applicant has been operating as a supermarket in the area for 26 years. *Tr.* at 9.
3. The Protestants' first witness was Sergeant Terry Thorne of the Metropolitan Police Department ("MPD"). *Tr.* at 16. Sergeant Thorne is familiar with the area where Applicant's establishment is located. *Tr.* at 16-17. Sergeant Thorne reviewed a photograph that depicted bicycles and loitering in front of the Applicant's establishment which he observes there often. *Tr.* at 20. There is a grassy area near the Applicant's establishment where MPD knows that people drink in public. *Tr.* at 21-22. It is also a known drug activity area to MPD. *Tr.* at 22. (Whereupon the Protestants submitted 13 photographs into evidence as *Protestants' Exhibit 1*). Sergeant Thorne has made observations of the images depicted in the photographs on a regular basis, such as bottles and trash in the grassy area near the establishment. *Tr.* at 30. It is his opinion that the trash depicted in the photographs is coming from the Applicant's establishment. *Tr.* at 31. He also believes that the Applicant's establishment is a "safe haven" for people to go into when police are patrolling the area until the coast is clear. *Tr.* at 32. Sergeant Thorne also observes people who sit outside and drink all day in the area. *Tr.* at 33.
4. In discussing the crime statistics for the immediate vicinity of the Applicant's establishment, Sergeant Thorne did not have information that crime occurred inside of the store. *Tr.* at 57. He was, however, aware of MPD officers responding to the Applicant's call for police assistance with theft from the store. *Tr.* at 59. Sergeant Thorne is familiar with other liquor stores within a few block radius of the Applicant's establishment. *Tr.* at 61. The Applicant has not reached out to MPD for assistance, to Sergeant Thorne's knowledge, in clearing loiterers from the area. *Tr.* at 75.



5. The Board called ABRA Investigator David Bailey to testify about his investigation of this Protest matter. *Tr.* at 106. Investigator Bailey spoke with the Chair of ANC 5B who advised him that they came to an agreement with the Applicant and that the ANC was no longer protesting the renewal application. *Tr.* at 107-108. He also spoke with Ms. Henderson, representative of the remaining Protestants, who told him that she was concerned with disorder inside and outside of the establishment, loitering, trash in the vacant lot next to the establishment, and criminal behavior in the area. *Tr.* at 109. There are four ABC-licensed establishments within 1200 feet of the Applicant's establishment. *Tr.* at 109-110. Investigator Bailey monitored the establishment on twelve separate occasions and did not receive reports of loitering, trash, or criminal activities by patrons or employees of the establishment. *Tr.* at 112. He did not find any ABRA violations during his visits or in the ABRA records for the Applicant's establishment. *Tr.* at 113. Investigator Bailey also requested crime statistic information and was advised that there were no calls for service for Applicant's establishment from January 2008 through April 5, 2009. *Tr.* at 113. Investigator Bailey's report was admitted into evidence as the *Board's Exhibit 1*. *Tr.* at 129.

6. The Protestants' second witness was Ms. Dorothy Lot. *Tr.* at 131. She lives within walking distance of the Applicant's establishment. *Tr.* at 132. She does not go there anymore because within the last six to eight months, there have been people standing in front of the door who do not move to let her in and she is afraid of these people. *Tr.* at 132-133. She does not feel safe walking down the street in her neighborhood. *Tr.* at 135. Ms. Ramona Service also testified on behalf of the Protestants. *Tr.* at 140. She also lives close to the Applicant's establishment and she believes the establishment is rundown, so she does not want to shop there. *Tr.* at 141-142.

7. The Applicant submitted an email on behalf of a witness that was unable to attend the Protest Hearing, which the Board admitted into evidence as Licensee's Exhibit 1. *Tr.* at 152. Mr. Yung Chong testified on behalf of the Applicant. *Tr.* at 153. His father owns the establishment and has been the owner for the past 26 years. *Tr.* at 153. His father makes efforts to discourage loitering, including "no loitering" signs in the establishment. *Tr.* at 153-154. Both his parents ask people to move on in an effort to discourage loitering. *Tr.* at 154. Mr. Chong and his parents try to discourage littering outside the store. *Tr.* at 154. His father sweeps outside the store several times a day and has a large trash can inside the store for patrons to use. *Tr.* at 155. When they put a trash can outside, they observed that the cans overflowed with trash from residents in the area. *Tr.* at 155-156. They also painted over the graffiti that was accessible to them, but not the graffiti that is on another property. *Tr.* at 156. Mr. Chong also stated that his father has made positive contributions to the community in the way of charity, such as food and monetary donations. *Tr.* at 158. He further stated that in all the time they have been at this location, the license has not been protested. *Tr.* at 160. His father goes outside and tells people that they are not allowed to drink there. *Tr.* at 172. They have not participated in community meetings because of limited resources. *Tr.* at 175.

## CONCLUSIONS OF LAW

8. Pursuant to D.C. Official Code § 25-313(a), an Applicant must demonstrate to the Board's satisfaction that the renewal of a license is appropriate for the neighborhood in which it is located. Pursuant to D.C. Official Code § 25-313(b), the Board shall consider all relevant evidence of the record, including: (1) the effect of the establishment on real property values; (2) the effect of the establishment on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (3) the effect of the establishment upon residential parking needs and vehicular and pedestrian safety. The issue of the Protest in this case primarily concerns the "peace, order, and quiet" provision. Based on the testimony of the witnesses and the history of this establishment in the community, the Board believes that the renewal of the Applicant's Class B License is appropriate. However, the Board takes note of the problems described by the Protestants' witnesses and believes that it can fashion an Order to help the Applicant and the Protestants achieve a mutual co-existence.

9. The Board credits the testimony of all of the witnesses in this proceeding. Especially instructive was the testimony from Investigator Bailey regarding other establishments in the nearby vicinity and the lack of any ABRA violations for the Applicant. The longevity of the Applicant's establishment without causing problems in the community is also an important factor in this decision. The Board is not inclined to deny the license of an establishment that has been lawfully operating for 26 years because of the community problems that the Protestants have perceived within the last six to eight months, according to the testimony of Ms. Lot. Certainly all of the problems described by Sergeant Thorne are not attributable to the Applicant, such as drug activity and problems in areas that are not part of the Applicant's property or immediate vicinity.


10. Further, the Board notes that the ANC has withdrawn its protest based on an agreement, now part of the Board's official records for this license, with the Applicant. However, as part of the Board's Order, the Applicant will have to step up its involvement in the betterment of the community by addressing the concerns of the Protestants if it wants to maintain its ABC license. In particular, the Applicant needs to make time to attend ANC meetings and work with MPD to discourage loitering.

## ORDER


For the reasons stated in the foregoing Findings of Facts and Conclusions of Law, as well as the entire record herein, the Board does hereby **ORDER** on this 1<sup>st</sup> day of July, 2009, that the Renewal Application filed by Man, Inc., t/a Mudrick's Supermarket, for a Retailer's Class B license is **GRANTED**, subject to the following conditions:

1. The Applicant must attend ANC meetings when it is reasonably feasible,
2. The Applicant must clean the exterior area of the building and have a litter maintenance plan,
3. The Applicant shall continue to encourage people to move on if they are loitering or engaging in disorderly or unlawful conduct in the establishment or in the immediate vicinity. When the Applicant's request to move on is disregarded, the Applicant shall contact MPD and maintain a log on the premises of the calls made to MPD to include the date and time.


District of Columbia  
Alcoholic Beverage Control Board

  
Peter B. Feather, Chairperson

Mital M. Gandhi, Member

  
Nick Alberti, Member

Charles Brodsky, Member

  
Donald Brooks, Member

Herman Jones, Member

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 the service of this Order, with the District of Columbia Court of Appeals, 500 Indiana Avenue, N.W., Washington D.C. 20001.

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, 500 Indiana Avenue, N.W., Washington, D.C. 20001. However, the timely filing of a Motion for Reconsideration pursuant to 23 DCMR § 1719.1 (April 2004) 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).

## Cooperative Agreement

### ADVISORY NEIGHBORHOOD COMMISSION 5B AND MAN INC.

This Cooperative Agreement ("Agreement") made this 10<sup>th</sup> day of March, 2009, by and between Man Inc. trading as Mudrick's Supermarket ("Applicant"), and Advisory Neighborhood Commission 5B ("Protestant");

#### Preamble

Though this agreement, both parties aim to create an environment whereby the applicant may operate as a viable contributing business to the ANC 5B community, while concurrently curtailing any adverse effect a business such as the Applicant's could have on the surrounding neighborhood. This agreement applies to Class A liquor licenses that permit retail sale of beer, wine, and spirits for off premises consumption and Class B liquor licenses that permit retail sale of beer and wine for off premises consumption.

The Applicant agrees to work regularly with the ANC 5B, neighborhood associations, and residents to ensure the business operations do not adversely affect the surrounding neighborhood. All parties believe the statements and provisions contained herein are reasonable and must be wholly integrated into the day-to-day operation of the business establishment.

#### Witnessed

**Whereas**, Applicant's premises is within the boundaries of ANC 5B; and

**Whereas**, Applicant has filed for renewal of its Retailer's Class B Liquor License for premises located at 1064 Bladensburg Road, NE, Washington, DC; and

**Whereas**, Protestant has protested the renewal of the Applicant's license; and

**Whereas**, the parties have agreed to enter into this Agreement and request that the Alcohol Beverage Control Board approve the Applicant's Retailer's Class B Renewal Liquor License at the subject premises conditioned upon the Applicant's compliance with the terms of this written Agreement; and

**Whereas**, the parties wish to state their mutual intention and commitment to promote the success, peace, order, and quiet of the community; both parties recognize the importance of commercial districts (and limited commercial operations within the residential districts) and their adjacent neighborhoods such that they are safe, and clean.

**NOW, THEREFORE**, in consideration of the recitals set forth above and the mutual covenants and conditions set forth below, the Parties Agree As Follows:

#### **1) Recitals Incorporated.**

The recitals set forth above are incorporated herein by reference.

**2) Compliance with Law**

- A) In addition to the requirements of this agreement, Applicant will operate in compliance with all applicable laws and regulations.
- B) Applicant agrees to abide by all ABRA regulations regarding the ownership and transfer of the license, and agrees to inform Advisory Neighborhood Commission 5B of their intention to do so.

**3) Hours of Operation for Sales of Alcohol**

- A) Applicant shall not sell alcohol before or after ABC regulated hours and specifically shall restrict the sale of alcohol to the following hours:
  - 1) For Class B License holders:
    - (a) 9:00 am - 10:00 pm Monday – Friday
    - (b) 9:00 am – 10:00 pm Saturday
    - (c) 9:00 am – 8:00 pm Sunday

**4) Alcohol Abuse Prevention**

- A) Applicant shall not, directly or indirectly, sell or deliver alcohol to any intoxicated person, to any person of intemperate habits, to any person who appears to be intoxicated. A person of intemperate habits shall be defined as any person arrested or cited for alcohol-related offenses by the Metropolitan Police Department for any alcohol-related crime three times or more in any one year and who has been so identified by the Metropolitan Police Department by giving a photo and name to the licensee.
- B) Applicant shall not sell or deliver alcoholic beverages to any person or persons under the age of 21, and will prominently display the fact that such sales are prohibited and that patrons must produce valid proof of age. These specific sale restrictions shall be posted on signs in the establishment.
- C) Applicant shall post a notice kept in good repair and visible from any point of entry a sign, which states:
  - 1) The minimum age requirement for purchase of alcohol
  - 2) The obligation of the patron to produce a valid identification document in order to purchase alcohol
  - 3) The obligation of patrons over the legal age to purchase alcohol to not provide purchased alcohol to those under the legal age to purchase alcohol

**5) Limitations on Sale of Non-Alcohol Retail Items**

- A) Applicant shall not sell, give, offer, expose for sale, or deliver “go-cups” defined as “a drinking utensil provided at no charge or a nominal charge to a customer for the purpose of consuming alcoholic beverages off the premises of an establishment,” per DCMR 709.7. Applicant may sell disposable cups to customers provided such cups are pre-packaged and contain no less than 12 cups.
- B) Applicant shall only sell or provide ice to customers in pre-packaged forms containing no less than 5 pounds.
- C) Applicant agrees not to sell, give, offer, expose for sale, or deliver products associated with illegal drug activity. These items are defined as “pipes, needles, mini-scales, non-prepackaged steel wool, small bags,” or any other item or product which may be regarded as drug paraphernalia under 21 USC Sec. 863 (d).

**6) Loitering and Other Criminal Activity**

- A) Applicant shall make every effort to prohibit and prevent loitering and criminal activity on or within the immediate environs of the premises, including:
  - 1) Asking loiterer(s) to move on whenever they are observed outside the establishment or upon a patron’s complaint of such loiters;
  - 2) Calling the Metropolitan Police Department to remove loiterer(s)
    - (a) If loiterer(s) refuse Applicant’s request to move on within ten minutes of the request, or
    - (b) Within ten minutes of patron complaint if Applicant is unable to ask the loiter(s) to disperse directly;
  - 3) Calling the Metropolitan Police Department if illegal activity is observed;
  - 4) Keeping a written record of dates and times and time (i.e. a log) when the Metropolitan Police Department has been called for assistance. Applicant’s log upon our request shall be provided to the Advisory Neighborhood Commission 5B.
  - 5) Licensee agrees to the following security plan:

1. Discouraging loitering	2. Discouraging panhandling
3. Call MPD if observe criminal activity	4. Maintain incident log

B) Applicant agrees to post signs, kept in good repair, in highly visible locations that announce the following:

- 1) Prohibition against selling alcohol to minors;
- 2) Discouraging loitering, panhandling and contributing to panhandling;

**7) Cleanliness and Conditions of Premises and Immediate Environs:**

- A) Applicant shall continue to maintain the establishment and premises in a commercially reasonable condition including those conditions set forth below. Applicant agrees that a commercially reasonable condition includes that which is consistent with a vision towards continued enhancement and improvement of the neighborhood and the commercial operations within the ANC 5B community. No unsightly condition shall be permitted to exist in public view
- B) Applicant will maintain the immediate environs of the establishment. "Immediate environs" is defined in D.C.M.R 720.2 as including "all property on which the premises are located; all property used by the licensee to conduct its business, whether part of the premises or not, including parking lots and the portion of alleys, sidewalks, or other public property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct its business."
- C) Applicant shall continue to clean any sidewalks to the front and side of the establishment up to and including the curb, and any alleyway behind or to the side of the establishment on a regular basis.
- D) Applicant shall continue to maintain trash, garbage, and recycling material storage facilities in which all containers have lids that are kept securely closed at all times, which containers shall be sufficient to contain all trash, garbage, and recycled materials generated by the establishment, and to assure that the trash, garbage, and recycled materials are removed regularly.
- E) Applicant shall exercise due diligence to prevent and/or rid vermin infestation in and around said establishment, including following, minimally, the recommendations and guidelines of the Vector Control Division of the Department of Public Works.
- F) Applicant shall remove snow and/or ice from sidewalks fronting (including sidewalks on the other side of buildings that occupy corner lots) within time limits set by the District of Columbia for such snow and / ice removal.
- G) Applicant shall continue to remove graffiti written on the exterior walls of the property or on any items belonging to establishment (e.g. dumpster) within thirty days of the first appearance of said graffiti.

**8) Renovation and Signage at Premises**

- A) Applicant shall join the constituents and residents of Advisory Neighborhood



Commission 5B to repaint the storefront and all exterior walls with a non-high gloss color.

B) Applicant shall not install signage on the front windows so as to obstruct visibility into the establishment.

C) Applicant agrees that any and all signage displayed or posted on the exterior walls of the establishment will be kept in good repair and professional in appearance.

**9) Limitations on Advertising**

A) Applicant agrees not to display signage for alcohol, or tobacco product in any windows of the subject establishment. Signage indicating that Applicant sells beer or wine is acceptable for Class B holders, and signage indicating that Applicant sells beer, wine, and liquor is acceptable for Class A license holders.

**10) Cooperation with Community and ANC 5B**

A) Applicant agrees to attend ANC 5B08 meetings and Police Service Area meetings if held to the best of their ability.

**11) Enforcement and Notices**

A) In the event of a violation of the provisions of this Agreement, Applicant shall be notified by ANC 5B in writing alleging such violation and given an opportunity to cure such violation or respond to said alleged notice of violation within no more than thirty days unless there are extenuating circumstances.

B) Applicant and Protestant agree to enter into this agreement. If Applicant should breach the conditions of this agreement, it is understood by all parties that ANC 5B, or others shall immediately petition the ABC Board for a "show cause" hearing pursuant to 23 D.C.M.R. 1513.5.

C) Any notices required to be made under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, or hand-delivered, to the other parties to this Agreement. Notice is deemed to be received upon mailing.

D) This cooperative agreement shall be binding upon and enforceable against the successors and assignors of the Applicant will continue in force for any and all subsequent license holders at the subject location.

**12) Counterparts**

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

**APPLICANT:**

By: Changman Chao  
Man Inc. trading as Mudick's Supermarket  
1064 Bladensburg Road, NE  
Washington, DC  
Date: 3/11/09

**WITNESS:**

\_\_\_\_\_  
Date: \_\_\_\_\_

**PROTESTANT:**

By: WCS  
William C. Shelton, Chairperson  
Advisory Neighborhood Commission 5B  
2100 New York Avenue, NE  
Washington, DC  
Date: 3/10/2009