

Date July 27, 2015

**CONSIDERATION FOR ACCEPTANCE OF AGREEMENT AND
RENEWAL OF CLASS E LIQUOR LICENSE
WITH C BEER AND B WINE PRIVILEGE
FOR NAT FOOD MART #1, 3804 HUBBELL AVENUE**

WHEREAS, this license application came on for renewal on February 23, 2015, Roll Call Number 15-0275, Agenda Item Number 4-I and the motion to adopt for license issuance was denied.

WHEREAS, the Council's decision to deny was appealed to the State Alcoholic Beverages Division and the City was approached by the applicant to negotiate terms that would adequately address Council and Neighborhood concerns to allow the license to issue and the appeal to be dismissed.

WHEREAS, the license applicant has proposed terms for the operation of the business in the form on an operation or "good neighbor agreement" which would be beneficial for the neighborhood where the licensed premises is located and which serves as a compromise settlement of the denied license which is on appeal.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Des Moines, Iowa that:

- A. The good neighbor agreement filed in the City Clerk's Office is approved as settlement of the appeal of the denial of the license on February 23, 2015.
- B. The license application for Nat Food Mart #1, 3804 Hubbell Avenue is approved.

Moved by _____ to adopt

Approved as to form:

Douglas P. Philiph
Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
GATTO				
GRAY				
HENSLEY				
MAHAFFEY				
MOORE				
TOTAL				

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED

APPROVED

Mayor

City Clerk

5

Nat Food Mart #1, 3804 Hubbell Avenue, Agreement

I, Jasjit Nat, owner of Nat Food Mart #1, located at 3804 Hubbell Avenue, agree and promise I and Nat Food Mart #1 will continue to manage this business by keeping in place the following management practices in order to promote a safe business for the patrons and the neighborhood. I understand and agree I shall fully and completely honor the representations and pledges made in this agreement and in operation of the premises. I agree that if I or Nat Food Mart #1 fail to perform consistent with the promises and representations made and agreed to herein that such failure to perform shall be evidence of lack of good moral character and that the liquor license for Nat Food Mart #1 may be considered by the City Council for revocation or may result in nonrenewal of the license. This agreement will remain in effect so long as I have a liquor license for the premises. With this understanding it is promised and I agree to do all of the following:

1. Disallow the following named individuals and their relatives within the first degree of consanguinity from working as an employee and/or from being present on the premises:

Muhammad Anwar
Ummara Anwar
Muhammad Imran
Saqib Ali
Nataliya Khashimova
Abdul Islam
Balqis Bibi
Nadeem Islam
Sakhawat Chaudry
Muhammad Madni
Adil Naveed
Sunny Ehsan
Latina Imran
Sarbpreet Singh
Sandeep Kaur

2. Disallow consumption of alcoholic beverages or use of drugs anywhere on the grocery store property or the adjacent parking lots.
3. Post "No Loitering" signs on the exterior walls of the building visible from the parking lot and in plain view to the public. The sign will state in smaller print that: "violators will be prosecuted with trespass, IA Code § 716.7.
4. Post a sign reading "Noise Ordinance Violations including Music from Vehicles Will be Prosecuted. City Code § 42-259(d)" on the exterior of the building visible from the parking lot and in plain view to the public. Employees will be instructed to enforce this provision by informing customers to turn down or off the music coming from vehicles or elsewhere. If necessary police will be called for sound violations.

- 5
5. Paragraphs 2 and 3 above will be enforced by requesting the people to leave who consume alcohol, use drugs, loiter, trespass or remain in the parking lot after shopping inside the store or who just stop by to hang out. Licensee, licensee's management, licensee's employees or agents will enforce this policy by asking violators to leave the property and by calling the police if necessary. The duties under this paragraph may be fulfilled by hired private security.
 6. The Des Moines Police Department is hereby granted the authority to enforce the trespass law on persons, either in the grocery store lot or the adjacent parking lots on the property, who are present after close of business. Licensee or his agent will sign the attached trespass letter and will otherwise assist with the prosecution of trespassers upon request by police. Licensee also agrees the police may assist with enforcement of loitering and trespassing at the grocery store and all adjacent parking lots at any time.
 7. Synthetic substances to include prohibited Schedule I substances under Iowa Code 124.204 and "imitation controlled substances" as this term is defined in Iowa Code section 124A.2(4), or so called designer drugs known as incense, salvia divinorum, bath salts, synthetic marijuana, synthetic cannabinoids, or the like such as but not limited to "K2" or "spice" will not be sold. There are no sales of any of these products at this location.
 8. Licensee or licensee's agent will join the Sheridan Gardens Neighborhood Association and regularly attend their meetings to help address and resolve concerns or issues as they may arise.
 9. Litter and trash receptacles shall be located at convenient locations inside and outside the premises and operators of the business or employees shall remove all trash and debris from the premises and the adjacent street area to include abutting properties to the extent of litter reasonably coming from the 3804 Hubbell Avenue property.
 10. Install and maintain interior and exterior security cameras with recording capability to monitor the business property and parking lot 24 hrs. per day.
 11. Hire licensed private security personnel on the days and times of day as determined to be reasonably necessary by the Des Moines Police Department, however, private security will not be required for the first ninety (90) days from the issuance date of an alcoholic beverage license or permit unless an incident occurs which requires security as may be reasonably determined by the Des Moines Police Department. This paragraph is effective for two years beginning from the first issuance date of an alcoholic beverages license or permit obtained after execution of this agreement. Security under this paragraph may be fulfilled by hiring off duty Des Moines Police Officers which is strongly encouraged to ensure reliable security services.
 12. The business shall not be open to customers between 11:00 p.m. and 6:00 a.m. daily.

5

- 13. The business shall not dispense alcoholic beverages from a drive-through window.
- 14. Any parking area provided for the use of customers of the business shall be illuminated at an intensity of at least one footcandle of light on the parking surface at all times replacing bulbs as necessary. The entire site shall be landscaped and illuminated so as to minimize hiding places for possible criminal activity.
- 15. The business shall conspicuously post 24-hour contact information for a manager or owner of the business near the main public entrance.
- 16. Two staff people shall be on duty Friday and Saturday evenings when open for business to the public.
- 17. The business shall plow snow and ice from the property to include clearing the parking lot and the sidewalk.
- 18. In the event that the property for the premises now doing business as Nat food mart #1 herein is sold or leased, this agreement shall be a condition of sale or lease to bind the purchaser or lessee the same as if the purchaser or lessee entered this agreement from the date of its first signing. Proof of such condition in the purchase agreement or lease shall be provided to the City of Des Moines Police Department, Vice and Narcotics Control Section at 25 East First Street, Des Moines, IA 50309 before a new alcoholic beverages license is approved for issuance.

This agreement and promise is in the spirit of wanting to be a good neighbor where any problems will be addressed and worked on for the betterment of the neighborhood.

Date: July 1, 2015

Nat Food Mart #1

by:

Jasjit Nat
Jasjit Nat, Owner

5



Date:

Dana Wingert
Chief of Police
Des Moines Police Department
25 E. 1st Street
Des Moines, Iowa 50309

Re: Trespass

Dear Chief Wingert:

This letter is to advise you that I have posted my property located at 3804 Hubbell Ave.,
Des Moines, Iowa, with a sign prohibiting trespassing.

Accordingly, if anyone is found on such premises during or after business hours who is not actively engaged in or associated with productive activities or duties related to this property as requested or required by myself, it is without my permission.

I hereby request the assistance of the Des Moines Police Department in first advising, and then, if necessary, arresting and charging those persons for trespassing on my property.

Nat Food Mart #1

Business Name

Nat Food Mart
Owner's Signature

3804 Hubbell Avenue

Owner's Address

Des Moines, IA 50317

City, State, Zip

515-865-9425

Telephone (work and home)

July 1, 2015
Date Signed