

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

_____ )	
<b>In the Matter of:</b> )	
)	
Ugly Mug, LLC )	
t/a Jake's American Grille )	
)	
Application for Substantial Change )	Case No. 11-PRO-00040
(Increase Occupancy) )	License No. ABRA-086013
to Retailer's Class CR License )	Order No. 2012-059
)	
at premises )	
5016-518 Connecticut Avenue, N.W. )	
Washington, D.C. 20008 )	
_____ )	

Ugly Mug, LLC, t/a Jake's American Grille (Applicant)

Roman Jankowski, Chairperson, Advisory Neighborhood Commission (ANC) 3F

**BEFORE:** Ruthanne Miller, Chairperson  
Nick Alberti, Member  
Donald Brooks, Member  
Herman Jones, Member  
Calvin Nophlin, Member  
Mike Silverstein, Member  
Jeannette Mobley, Member

**ORDER ON VOLUNTARY AGREEMENT AND  
WITHDRAWAL OF PROTEST OF ANC 3F**

The Application filed by Ugly Mug, LLC, t/a Jake's American Grille, for a Substantial Change to increase its occupancy load from 50 to 104, add 75 seats to the basement, and 25 seats for an enclosed sidewalk café, for its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on September 12, 2011, a second Roll Call Hearing on October 24, 2011, and a Protest Status Hearing on November 30, 2011, in accordance with D.C. Official Code § 25-601 (2001). The Protest Hearing was scheduled for January 18, 2012.

The official records of the Alcoholic Beverage Control Board (Board) reflect that the Applicant and ANC 3F have entered into a Voluntary Agreement, dated January 18, 2011, that governs the operation of the Applicant's establishment. This matter comes now before the Board to consider the Parties' Voluntary Agreement (Agreement), dated

**Ugly Mug, LLC**  
**t/a Jake's American Grille**  
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December 19, 2011, which modifies and restates the Voluntary Agreement, dated January 18, 2011, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Roman Jankowski, on behalf of ANC 3F, are signatories to the Agreement.

This Agreement also constitutes a withdrawal of the Protest filed by ANC 3F of this Application.

Accordingly, it is this 1<sup>st</sup> day of February, 2012, **ORDERED** that:

1. The Application filed by Ugly Mug, LLC, t/a Jake's American Grille, for a Substantial Change to increase its occupancy load from 50 to 104, add 62 seats to the basement, and 24 seats for an enclosed sidewalk café, for its Retailer's Class CR License, located at 5016-518 Connecticut Avenue, N.W., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 3F in this matter is hereby **DISMISSED**;
3. The above-referenced Voluntary Agreement, dated December 19, 2011, submitted by the Applicant and ANC 3F to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order, except for the following modifications:

Section 15 – The following language shall be removed: “Applicant also specifically agrees to be the sole owner of the ABC license.”

Section 16 shall be modified as follows: “Any change from this model shall be of concern to residents and requires prior approval by the ABC Board.”

Section 17 – The following language shall be removed: “Applicant, upon notice from the ANC shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement or new issues that might arise with regard to the operation of the Establishment.”

The parties have agreed to these modifications.

4. Copies of this Order shall be sent to the Applicant and ANC 3F.

**Ugly Mug, LLC**  
**t/a Jake's American Grille**  
**Case No. 11-PRO-00040**  
**License No. ABRA-086013**  
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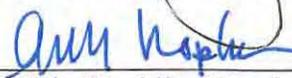
District of Columbia  
Alcoholic Beverage Control Board

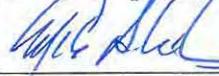
  
\_\_\_\_\_  
Ruthanne Miller, Chairperson

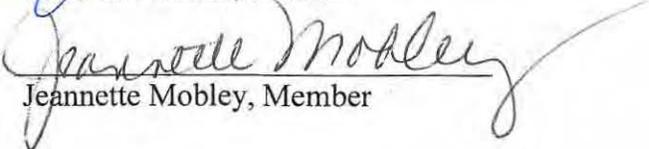
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Nick Alberti, Member

  
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Donald Brooks, Member

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Herman Jones, Member

  
\_\_\_\_\_  
Calvin Nophlin, Member

  
\_\_\_\_\_  
Mike Silverstein, Member

  
\_\_\_\_\_  
Jeannette Mobley, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration 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, D.C. 20009.

Government of the District of Columbia  
**ADVISORY NEIGHBORHOOD COMMISSION 3F**  
*North Cleveland Park • Forest Hills • Tenleytown*

3F01 – Adam Tope, Secretary  
3F02 – Karen Perry, Vice Chair  
3F03 – Karen Beiley  
3F04 – Thomas Whitley  
3F05 – Roman Jankowski, Chair  
3F06 – Cathy Wiss  
3F07 – Bob Summersgill, Treasurer



Box 244  
4401- A Connecticut Avenue, N.W.  
Washington, D.C. 20008-2322

 Web site: [www.anc3f.us](http://www.anc3f.us)

E-mail: [commissioners@anc3f.us](mailto:commissioners@anc3f.us)  
Phone: 202.362.6120

December 31, 2011

Mr. Nick Alberti  
Interim Chairperson  
Alcoholic Beverage Control Board  
2000 14<sup>th</sup> Street, N.W., Suite 400 S  
Washington, D.C. 20009

RE: ABRA – 86013, Ugly Mug, LLC, t/a Jake's American Grille  
5016-5018 Connecticut Avenue, N.W.

Dear Mr. Alberti:

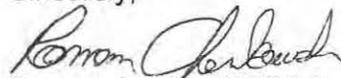
ANC 3F once again wishes to thank the Board and its staff for making the determination that the changes requested by Jake's to its "CR" license were substantial and required the establishment to placard.

At a duly noticed public meeting on Monday, December 19, 2011, with the applicant, Gaynor Jablonski, present, Advisory Neighborhood Commission 3F (ANC 3F) voted 7-0-0 (a quorum being 4) to adopt the attached Voluntary Agreement and to withdraw our protest, scheduled for January 18, 2012, of the "CR" license and substantial change request for Ugly Mug, LLC, t/a Jake's American Grille, 5016-5018 Connecticut Avenue, N.W., located in ANC 3F, subject to the Board's approval of the Voluntary Agreement. The ANC had protested using ABC's standards of (1) adverse impact on the peace, order, and quiet of the neighborhood and (2) adverse impact on the residential parking and vehicular and pedestrian safety in the neighborhood.

The ANC believes the Voluntary Agreement negotiated between the parties is good for the Applicant, the close-by residential neighborhood, the ANC, and all of the residents we represent.

If you have any questions or concerns about the Agreement, please contact me, or Commissioner Karen Perry, the designated ANC Commissioner for this application, at 202-363-6748.

Sincerely,

  
Roman Jankowski, Chair

Attachment

CC: Cynthia Simms, Sarah Fashbaugh, Gaynor Jablonski

## VOLUNTARY AGREEMENT

This VOLUNTARY AGREEMENT ("Agreement") is made on this 19th day of December, 2011, by and between Ugly Mug, LLC, t/a Jake's American Grill, ABRA -86013, (the "Applicant") and Advisory Neighborhood Commission 3F, North Cleveland Park, Forest Hills and Tenleytown (collectively, the "Parties").

### WITNESSETH

WHEREAS, the Applicant currently holds a Retailer's Class "CR" (Restaurant) liquor license for its premises at 5016-5018 Connecticut Avenue, N.W.; and

WHEREAS, both the Applicant and the ANC entered into a Voluntary Agreement dated January 18, 2011 (the "prior VA"), pursuant to D.C. Official Code §25-446, governing the operation and maintenance of the establishment in such a manner as to minimize the effect on (i) the peace, order and quiet of the neighborhood and (ii) pedestrian safety and vehicular traffic; and

WHEREAS, the Alcoholic Beverage Control Board (the "Board") approved the Voluntary Agreement and the Applicant's "CR" license application conditioned upon the Applicants compliance with the terms of the written Agreement; and

WHEREAS, the Licensee applied for changes to the License and the Board determined these changes to be substantial and the establishment was placarded on July 15, 2011 with a petition date of August 29, 2011; and

WHEREAS, the ANC filed a timely protest as the Licensee did not have a building permit for the basement, Public Space Committee approval for an enclosed sidewalk café, or a certificate of occupancy for the renovated establishment; and

WHEREAS, the Parties wish to amend and restate the Prior Voluntary Agreement to modify the agreements governing the operation and maintenance of the Applicant's establishment; and

WHEREAS, in recognition of the signatures below, the ANC will withdraw its protest, scheduled for January 18, 2012, and request that the Alcoholic Beverage Control Board approve the Voluntary Agreement to memorialize the changes contained herein;

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. The Applicant shall manage and operate a *bona fide* restaurant on its premises with an emphasis on food.
2. The restaurant has two floors primarily for the use of dining patrons. The first floor has seating for 94 – a bar with 18 seats and table seating for 76 persons. The cellar has seating for 62 persons – a bar with 12 seats and tables with 50 seats. The Certificate of Occupancy ("C of O") for the establishment shows a maximum seating capacity of 156 and a maximum capacity of 169 persons.

3. The Applicant's hours of operation for the restaurant shall be as follows:

Sunday through Thursday : 10:00 a.m. – 12:00 midnight  
Friday and Saturday: 10:00 a.m. - 1:00 a.m.

The Applicant's hours for selling and serving alcohol shall be as follows:

Sunday through Thursday : 10:00 a.m. – 12:00 midnight  
Friday and Saturday: 10:00 a.m. - 1:00 a.m.

4. The Applicant shall be permitted to have an unenclosed sidewalk café. The Public Space Committee approved the café to operate year round with 12 tables, 24 seats, and 4 eight-foot umbrellas.

5. The Applicant's hours of operation for the outdoor café shall be as follows:

Sunday through Saturday: 10:00 a.m. – 12:00 midnight

The Applicant's hours for selling and serving alcohol at the outdoor café shall be as follows:

Sunday through Saturday: 10:00 a.m. – 12:00 midnight

6. Patrons whether seated at the outdoor café or inside the restaurant shall be able to purchase food from the Applicant until 1 (one) hour before closing times. The Applicant shall offer take-out food, but will not provide wine, beer, or alcoholic beverages on a take-out basis. The applicant will not have delivery service.
7. The Applicant shall post no signs in public space, outside the restaurant or in any exterior facing windows, doors, or walls advertising liquor sales, happy hours, or the like.
8. Applicant shall be permitted to present a guitar player or other unamplified instruments and/or recorded music inside the restaurant as soft background music for dining; provided, however, that no doors to the exterior of the restaurant shall be propped open at any time when music is being played in the restaurant. The Applicant shall permit no form of dancing. Applicant will strictly comply with D.C. Official Code § 25-725 and to that end shall make improvements to the property and take all necessary actions to ensure that music, noise, and vibration from the Establishment are not audible in any other premises other than the licensed establishment. Applicant agrees to keep its doors and windows closed when music is being played at the establishment. If necessary, Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening of the entry or exit doors.
9. On the first floor of the premises, the Applicant plans to have televisions behind the bar, but shall not install or utilize any other equipment for video games or jukeboxes.
10. In the cellar, the Applicant plans to have televisions behind the bar and may install equipment for video games.
11. The Applicant may rent the cellar for events, but will not rent the first floor of the establishment. If over 50 (fifty) persons shall be invited to an event, Applicant will provide

valet parking in connection with such events. At no time will the Applicant rent the space to a promoter and/or other entertainment group.

12. The Applicant agrees that it shall take all necessary steps to minimize problems, including, but not limited to, designating a sufficient number of employees to assure adequate security to control unruly patrons whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within the premises, and maintaining contact and cooperating with MPD and other enforcement officials. Applicant shall, to the extent possible, discourage loitering in the vicinity of the premises.
13. Applicant will care for the 35 feet of public space that borders the restaurant on Connecticut Avenue, including provision for suitable plantings. Applicant shall keep the sidewalk (up to and including the curb) and tree box (es) clean and free of litter, bottles, and other debris in compliance with D.C. Code and Municipal Regulations. Applicant shall police these areas sufficiently to assure that refuse and other materials are promptly removed. Applicant shall ensure that the area around its dumpster(s) is kept clean at all times and the dumpster does not encroach on abutting property owners and so that no garbage is placed on abutting property.
14. The Applicant shall provide rat and vermin control for its trash receptacles and property. Applicant shall have the Establishment and the area around the Premises properly cleaned at the end of each night to ensure that there are not garbage and odors present the following morning.
15. An ABC licensed manager, conversant with all aspects of this agreement, shall be on site at the Applicant's premises during all hours of operation. Applicant promises that it shall abide by all Alcoholic Beverage Regulation Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licenses and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement. Applicant also specifically agrees to be the sole owner of the ABC license.
16. Any change from this model shall be considered by both Parties to be a substantial change in operation of concern to residents and requires prior approval by the ABC Board.
17. Applicant agrees to seek to maintain open communication with the ANC and the community for which the ANC acts. Applicant, upon notice from the ANC shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement or new issues that might arise with regard to the operation of the Establishment.
18. In the event that any of the parties is in breach of this Agreement, it shall be entitled to reasonable notice and opportunity to cure, as a condition precedent to seeking enforcement of the Agreement. Unless the breach is of an emergency nature or is a repetition of a prior breach, reasonable notice and opportunity shall provide for a cure within 30 days of the date of such notice. If the licensee fails to cure within the 30-day period (or, with respect to a breach which reasonably requires more than 30-days to cure, fails to commence cure of such breach and diligently pursues such cure) failure shall constitute a cause for seeking a Show Cause Order from the ABC Board pursuant to D.C. Official Code § 25-447. Unless otherwise noted above, any notices required to be made under this Agreement shall be in writing and mailed via certified mail, return receipt

requested, or hand-delivered, to the other parties to this Agreement at the following addresses. Notice shall be deemed given as of the time of receipt or refusal of receipt:

If to Applicant: Ugly Mug, LLC t/a Jake's American Grill  
5016-5018 Connecticut Avenue, N.W.  
Washington, D.C. 20008

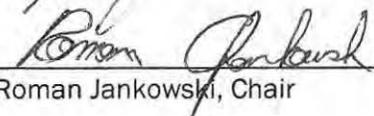
If to ANC: Advisory Neighborhood Commission 3F  
4401-A Connecticut Avenue, N.W., PMB 244  
Washington, D.C. 20008-2322

Failure to give notice shall not constitute waiver or acquiescence to the violation, but notice shall be a prerequisite to the filing of a complaint with the ABC Board or any other enforcement action.

In consideration of and in reliance upon the commitments reflected in Paragraphs 1-18 above, the ANC will advise the ABC Board that it does not oppose the substantial changes to the Applicant's Class "CR" liquor license.

IN WITNESS WHEREOF, the Parties have affixed hereunto their hands and seals on the year and day first above written

By:  \_\_\_\_\_ for the Applicant Ugly Mug, LLC  
Gaynor Jablonski, Owner

By:  \_\_\_\_\_ for ANC 3F/Protestant  
Roman Jankowski, Chair