

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

In the Matter of:

Partners at 723 8th St SE, LLC
t/a The Ugly Mug Dining Saloon

Holder of a
Retailer's Class CR License

at premises
723 8th Street, SE
Washington, D.C. 20003

License No. ABRA-071793
Order No. 2017-366

Partners at 723 8th St SE, LLC, t/a The Ugly Mug Dining Saloon (Licensee)

Chander Jayaraman, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Jake Perry, Member
Donald Isaac, Sr., Member

ORDER ON AMENDMENT TO SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Partners at 723 8th St SE, LLC, t/a The Ugly Mug Dining Saloon (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated March 12, 2015, that governs the operation of the Licensee's establishment.

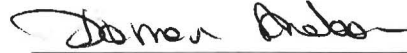
This matter comes now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated June 19, 2017, in accordance with D.C. Official Code § 25-446 (2001).

The Amendment has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Chander Jayaraman, on behalf of ANC 6B, are signatories to the Amendment.

Accordingly, it is this 21st day of June, 2017, **ORDERED** that:

1. The above-referenced Amendment to Settlement Agreement submitted by the Parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. All terms and conditions of the original Settlement Agreement not amended by the Amendment, shall remain in full force and effect; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board



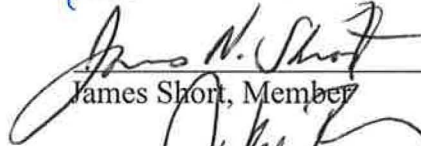
Donovan Anderson, Chairperson



Nick Alberti, Member



Mike Silverstein, Member



James Short, Member



Jake Perry, Member



Donald Isaac, Sr., 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 14th Street, N.W., Suite 400S, Washington, DC 20009.

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, 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).

FIRST AMENDMENT TO SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B

and
PARTNERS AT 723 8th STREET SE, LLC
d/b/a Ugly Mug Dining Saloon

WHEREAS The parties, Advisory Neighborhood Commission ("ANC 6B") and Partners at 723 8th Street SE, LLC (d/b/a Ugly Mug Dining Saloon) ("Applicant"), entered into a Settlement Agreement dated March 12, 2015 with respect to operation of the Ugly Mug Dining Saloon at 723 8th Street, S.E., Washington, DC ("the Agreement"); and,

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA") to effect, and is seeking approval of, a substantial change to its Retailers' Class "CR" License (ABRA-071793) ("License") to add a Brew Pub Permit endorsement to its License; and,

WHEREAS Applicant and ANC6B are desirous of voluntarily and mutually amending the Agreement in the manner hereinafter provided to mutually memorialize the terms and conditions upon which ANC6B has agreed to support Applicant's application for a Brew Pub Permit endorsement.

NOW, THEREFORE, Applicant and ANC 6B agree as follows:

1. All defined terms in the Agreement shall have the same meaning in this First Amendment.
2. A new Section 12 of the Agreement is appended immediately after Section 11 as follows:

12. Smoking. Applicant will encourage all patrons, by posted signs or other printed notation, who wish to smoke do so only in designated areas outside the establishment (if smoking is permitted), and remind patrons not to smoke in front of abutting properties.

3. A new Section 13 of the Agreement is appended immediately after Section 12 as follows:

13. Notice of Alleged Violations. If and when ANC6B becomes aware of any apparent violations of this Agreement, ANC6B agrees to, whenever practicable and permitted by law or regulation and only to the extent that such alleged violation does not materially and immediately endanger the health and safety of the community, provide written notice of such alleged violation to Applicant not less than five (5) business days prior to reporting such alleged violation to ABRA. If such alleged violation is corrected within this period, then ANC6B shall not report such alleged violation to ABRA.

4. Except as explicitly modified herein, the Agreement remains in full force effect and unmodified. The Agreement may only be further modified by written agreement of all the parties or their successors, or otherwise in accordance with law.

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

Partners at 723 8th Street SE, LLC (d/b/a Ugly Mug Dining Saloon)
ABRA# 071793
723 8th Street, SE
Washington, DC 20003
Gaynor Jablonski
Managing Member

Signature: _____



Date: _____

6/13/17

ANC:

Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003
Chander Jayaraman, Chairperson

Signature: _____



Date: _____

6-19-17

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

In the Matter of:

Partners at 723 8th St SE, LLC
t/a The Ugly Mug Dining Saloon

Application for Substantial Change
(Expansion to Second Floor)
to a Retailer's Class CR License

at premises
723 8th Street, S.E.
Washington, D.C. 20003

Case No. 14-PRO-00079
License No. ABRA-071793
Order No. 2015-104

Partners at 723 8th St SE, LLC, t/a The Ugly Mug Dining Saloon (Applicant)

Kirsten Oldenburg, Chairperson, Advisory Neighborhood Commission (ANC) 6B

Barbara Fah Charles and Linda Elliot, on behalf of A Group of Five or More Individuals

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Mike Silverstein, Member
Hector Rodriguez, Member
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT, WITHDRAWAL OF
ANC 6B'S PROTEST AND DISMISSAL A GROUP OF
FIVE OR MORE INDIVIDUALS' PROTEST**

The Application filed by Partners at 723 8th St SE, LLC, t/a The Ugly Mug Dining Saloon, for a Substantial Change to expand to second floor to its Retailer's Class CR License, located at 723 8th Street, S.E., Washington, D.C., having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on November 10, 2014, and a Protest Status Hearing on December 10, 2014.

The official records of the Board reflect that the Applicant and ANC 6B entered into a Settlement Agreement (Agreement), dated March 12, 2015, that governs the operation 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 Kirsten Oldenburg, on behalf of ANC 6B, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6B.

In addition, the Board dismissed the Protest of the Group of Five or More Individuals pursuant to D.C. Official Code § 25-609(b), which states that "...In the event that an affected ANC submits a settlement agreement to the Board on a protested license application, the Board, upon its approval of the settlement agreement, shall dismiss any protest of a group of no fewer than 5 residents or property owners meeting the requirements of § 25-601(2)..."

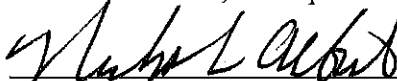
Accordingly, it is this 25th day of March, 2015, **ORDERED** that:

1. The Protest of ANC 6B in this matter is hereby **WITHDRAWN**;
2. The above-referenced Settlement Agreement, dated March 12, 2015, submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
3. The Protest of the Group of Five or More Individuals is **DISMISSED**;
4. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
5. Copies of this Order shall be sent to the Applicant, ANC 6B, and the Group of Five or More Individuals.

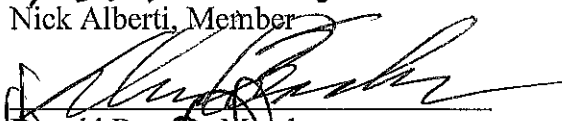
District of Columbia
Alcoholic Beverage Control Board



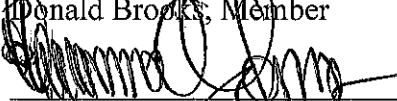
Ruthanne Miller, Chairperson




Nick Alberti, Member



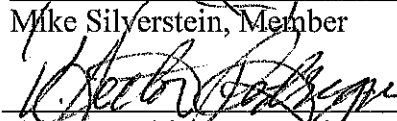
Donald Brooks, Member



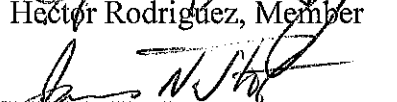
Herman Jones, Member



Mike Silverstein, Member



Hector Rodriguez, Member



James Short, Member

Pursuant to D.C. Official Code § 25-433, 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 14th Street, N.W., Suite 400S, Washington, DC 20009.

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, 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).



921 Pennsylvania Avenue SE
Washington, DC 20003-2141
office@anc6b.org
202-546-8542

Executive Director
Susan Eads Role

March 11, 2015

Ruthanne Miller, Chair
Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

OFFICERS

Chair
Kirsten Oldenburg

Vice-Chair
Brian Flahaven

Secretary
Daniel Chao

Treasurer
Diane Hoskins

Parliamentarian
Denise Krepp

VIA E-MAIL: janca.raines@dc.gov

RE: ABRA-071793, 14-PRO-00079, The Ugly Mug Dining Saloon, 723 8th Street SE, substantial change

Dear Ms. Miller:

At its regularly called, properly noticed meeting on March 10, 2015, with a quorum present, Advisory Neighborhood Commission 6B (ANC 6B) voted 6-1-3 to end its protest and support the above-referenced request.

For your review and approval, please find enclosed a Settlement Amendment, which was executed by both parties.

Please contact Commissioner Chander Jayaraman, ANC 6B's Alcohol Beverage Control Committee Chair, at 202-546-2609 or chander6b08@anc6b.org if you have questions or need further information. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "K Oldenburg".

Kirsten Oldenburg
Chair

COMMISSIONERS

- SMD 1 *Jennifer Samolyk*
- SMD 2 *Diane Hoskins*
- SMD 3 *James Loos*
- SMD 4 *Kirsten Oldenburg*
- SMD 5 *Steve Hagedorn*
- SMD 6 *Nick Burger*
- SMD 7 *Daniel Chao*
- SMD 8 *Chander Jayaraman*
- SMD 9 *Brian Flahaven*
- SMD 10 *Denise Krepp*

Enclosure

SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B

and

PARTNERS AT 723 8th STREET SE, LLC
t/a Ugly Mug Dining Saloon

Pursuant to this Settlement Agreement, ("Agreement"), by and between Partners at 723 8th Street SE, LLC t/a "Ugly Mug Dining Saloon" ("Applicant") and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Agreement, superseding and replacing all previous agreements with respect to Applicant as it relates to Class "CR" License Number 071793 with entertainment endorsement, ("License"), issued by the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA"), for conduct of business located at 723 8th Street SE, Washington DC 20003 ("Premises").

WHEREAS Applicant has applied before ABRA to effect, and is seeking its approval of, a substantial change in the License, proposing to increase Applicant's permitted capacity from 98 to 242 seats; and

WHEREAS ANC6B has voted to oppose the Applicant's application for such substantial change; and

WHEREAS Applicant and ANC6B wish to voluntarily and mutually settle and resolve their disputes with respect to the License Application pursuant to the provisions of D.C. Code § 25-446 for the operation and maintenance of Applicant's business in such a manner as to further promote the peace, order and quiet of the neighborhood in a manner that ANC6B deems to be in the best interests of the neighborhood; and

WHEREAS ANC6B as agreed to withdraw its opposition to the License Application subject to and contingent upon the agreement of Applicant to execute and abide by the terms and conditions hereof;

It is THEREFORE AGREED AND RESOLVED as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated herein by reference.
2. Nature of the Business. The Applicant will manage and operate its CR license at a full-service restaurant located at the Premises ("Establishment"). The Applicant will amend its application for total of 242 seats to instead request total seating for 198 patrons, and the restaurant shall apply for and maintain seating no more than: 89 patrons on the first floor interior, 14 patrons on the first floor Sidewalk Cafe, 55 patrons on the second

floor interior, and 40 patrons on the second floor atrium. In no event shall Applicant operate or seek to operate the Establishment in excess of the maximum number of patrons that may lawfully occupy the Premises pursuant to its Certificate of Occupancy.

3. Hours of Operation and Sales. The Applicant's hours of operation shall not exceed or extend beyond the following:

Monday through Thursday:	11:00 a.m. -- 1:30 a.m.
Friday and Saturday:	11:00 a.m. -- 3:00 a.m.
Sunday:	12:00 noon - 1:30 a.m.

And as to the Applicant's Sidewalk Cafe, the Applicant's sale of alcohol shall not exceed or extend beyond the following:

Monday through Saturday:	11:30 a.m. -- 12:00 midnight (sales)
Monday through Saturday:	11:30 a.m. -- 12:30 a.m. (operation)
Sunday:	12:00 noon -- 12:00 midnight (sales)
Sunday:	12:00 noon -- 12:30 a.m. (operation)

4. Hours of Operation with Retractable Roof Open. The Applicant shall maintain the retractable roof of the Atrium in a closed and secured position except during the following hours of operation, during which the retractable roof may remain open:

Monday through Friday:*	11:30 a.m. -- 2:00 p.m.
Monday through Thursday:*	5:00 p.m. -- 10:30 p.m.
Friday	5:00 p.m. - 12:00 midnight
Saturday:	11:30 a.m. -- 12:00 midnight
Sunday:	12:00 noon - 10:30 p.m.

(*except for Federal Holidays, St. Patrick's Day, Opening Day for the Washington Nationals, and any date on which a Washington Nationals game starts before 6 p.m., on which days the roof may also remain open continuously from 2:00 p.m. to 5:00 p.m.)

5. Additional Restriction on Operation in Open Atrium. The Applicant shall maintain the retractable roof of the Atrium in a closed and secured position during any period of time when live entertainment (including a live disc jockey or karaoke) is performing on the second floor of the Premises.

6. Restriction on Recorded Music in Open Atrium. The Applicant shall install and maintain a sound reproduction system in the Atrium that is capable of limiting amplified music or other audio to a pre-set level that may not be manually increased or overridden. Applicant shall permanently install and maintain a sound level meter at or near the roof level in the Atrium area that is capable of calculating and reporting current sound levels.

and shall regularly monitor the readings of that meter to ensure legal limits are not exceeded. Applicant shall make the sound level meter available for inspection to any governmental authority as may be from time to time requested. The pre-set maximum volume shall be established at a decibel level calculated to minimize and reduce any audible sound reproduction to such a level as is typical for "background" music at a restaurant. The Applicant shall not cause or permit the sound reproduction in the Atrium to be increased beyond this pre-set level, nor to install or permit the operation of any supplemental sound system; at any time when the retractable roof of the Atrium is fully or partially open. Any speakers placed within the Atrium shall be directed toward the interior of the premises, and not toward the retractable roof.

7. Requirements for Operation of Sidewalk Café. The Applicant shall operate its Sidewalk Café consistent with the terms and conditions of its Public Space Management Branch Certification for such space, and shall cause its employees to maintain the Sidewalk Café in a clean and orderly manner, and not to cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials in or adjacent to the Sidewalk Café. The Applicant shall cause the area extending from the Sidewalk Café to the curb in front of the Establishment to be regularly swept and shall remove litter and debris on not less than a daily basis, weather permitting.

8. Noise, Order and Privacy.

a. Noise Abatement and Control. Applicant shall cause the Premises to include sound reduction materials designed to minimize transmission of noise or vibration beyond the interior of the Premises. This shall include installation and maintenance of sound dampening materials on the entire interior Southern wall of the second floor of the Premises, as well as the western brick wall of the second floor of the Premises and the northern brick wall of the Atrium addition, and use of materials through the wall sufficient to eliminate noise or vibration penetrating the abutting building arising from ordinary and customary usage of the Premises, which shall be designed to achieve a minimal rating of STC 60. Materials and specifications for construction of the retractable roof shall be tested, rated and designed to reduce penetration of noise when the roof is closed to a level comparable to that of a fixed roof. Applicant's staff will monitor the voice level of patrons and attempt to maintain those voice levels at normal speaking tone. Should individual patrons consistently raise their voices above such level during the periods of time when the retractable roof remains open, Applicant shall cause its staff to request such patrons relocate to an enclosed portion of the Premises. Applicant shall keep its doors and windows closed at any time when live entertainment (including live disc jockey or karaoke) is performing on the first floor of the Establishment. Applicant shall strictly comply with provisions of D.C. Code § 25-725, and shall take all reasonable and prudent measures to reduce music or amplified sound emanating from the Premises so as to ensure such sound is not audible within any residential premises in proximity to the Establishment behind the Premises or beyond the adjacent street curbside in front of or

adjacent to the Establishment, beyond the level permissible under D.C. Code. Applicant will take reasonable steps to reduce noise emanating from the Establishment from the opening and closing of entry or exit doors. The Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with the Applicant's operations (e.g. air conditioning unit, grease fan) -- including installing sound-mitigating insulating material around the equipment, if necessary -- to comply with DCMR provisions, prevent an increase in existing sound level from such equipment, and minimize or abate noises objectionable to residential neighbors.

b. Privacy. Any new construction shall be effected in such a manner as to prevent patrons of the Establishment from having line-of-sight or visual access to the yard or windows of any residential neighbor, and shall include an impervious wall of not less than ten (10) feet tall above the floor on the second level rear facing the alley.

c. Monitoring and Enforcement. To the maximum extent practicable, no loud noises, objectionable sounds, foul odors, or other conditions shall be created or permitted by Applicant to be publicly observable or emitted beyond the immediate proximity of the Premises. Applicant specifically agrees that it shall adhere to and be accountable under the provisions of D.C. Code §25-725 as it pertains to residential dwellings in the contiguous physical block on which the Premises are located, except for those residential dwellings located within the CHC/C2A overlay, notwithstanding the fact that such neighboring residential units may not fall within the zoning classification otherwise entitled to enforcement of that provision under D.C. Code §25-725(b)(3).

9. Public Space and Refuse. Applicant shall ensure that the area around any exterior trash or recycling receptacle is at all times clean and free of debris, trash, liquids, or other foreign materials. Applicant shall ensure that the lids to any such receptacles are closed and secured as per their design at all times except when they are being filled or emptied. Applicant shall cause all receptacles to be emptied not less than three times each week, or such more frequent schedules as may be reasonably necessary to prevent the receptacles from exceeding their capacity. Applicant shall cause such receptacles to be maintained in good repair, safe and sanitary condition. Applicant shall cause the area behind the Establishment abutting and including the immediately surrounding public alley to be power-washed not less than once every two weeks. Applicant shall not dispose of glass bottles or other refuse causing noise due to breakage between the hours of 10:00 p.m. and 8:00 a.m.

10. Sanitation and Pest Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures abutting the alley at the rear entrance to the Premises and surrounding any refuse receptacles. Applicant shall not store or place any beer kegs, pallettes of materials, or other consumable goods of any type outside the Premises. Applicant shall regularly inspect and clean the area immediately adjacent to the rear of

the Premises, abutting and including the immediate proximity of the public alley, to be cleaned of any cigarette butts, chewing gum, or other similar debris, and shall instruct its employees to not loiter in the adjacent alleyway or rear doorway to the Premises. Applicant shall ensure that all waste grease is placed in a secure and well-maintained container, and shall maintain that container whenever practicable inside the Premises. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease, and any damaged or leaking containers shall be promptly repaired or replaced.

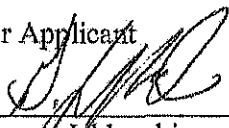
11. Security Cooperation in Stemming Unlawful Drugs and Public Drinking and Loitering. Applicant agrees that it shall take all reasonable and necessary steps to prohibit and prevent the consumption of alcohol on public property near the Establishment and to prevent consumption, sale or presence of unlawful drugs in or immediately adjacent to the Premises, including but not limited to training or assigning an adequate number of employees to provide security and/or to assist law enforcement personnel in their duties as they may from time to time relate to the Premises, and to control unruly or profane patrons in or immediately adjacent to the Premises, as well as monitoring the Premises for the presence, sale or use of unlawful drugs and promptly alerting appropriate law enforcement personnel if and when evidence of any such presence, sale or use is discovered. Applicant shall discourage its patrons from loitering in the area immediately adjacent to the Premises, including pro-active measures to minimize loitering by patrons or prospective patrons in the public spaces immediately in front of and behind the Premises.

For ANC6B:


Kirsten Oldenburg, Chair

Dated: 3-12-15

For Applicant


Gaynor Jablonski
Managing Member

Dated: 3/11/15