

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

_____)	
In the Matter of:)	
)	
Ugly Mug, LLC)	
t/a Jake's American Grille)	
)	
Applicant for a New)	
Retailer's Class CR License)	License No. ABRA-086013
)	Order No. 2011-112
at premises)	
5016 Connecticut Avenue, N.W.)	
Washington, D.C. 20008)	
_____)	

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

Karen Lee Perry, Chairperson, Advisory Neighborhood Commission ("ANC") 3F

BEFORE: Charles Brodsky, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Herman Jones, Member
Calvin Nophlin, Member
Mike Silverstein, Member

ORDER ON VOLUNTARY AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Ugly Mug, LLC, t/a Jake's American Grille, Applicant for a new Retailer's Class CR License located at 5016 Connecticut Avenue, N.W., Washington, D.C., and Chairperson Karen Lee Perry, on behalf of ANC 3F, have entered into a Voluntary Agreement (Agreement), dated January 18, 2011, 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 Karen Lee Perry, on behalf of ANC 3F, are signatories to the Agreement.

Accordingly, it is this 30th day of March 2011, **ORDERED** that:

1. The above-referenced Voluntary Agreement 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 11 shall be modified as follows: "Any change from this model shall be of concern to residents and requires prior approval by the ABC Board."

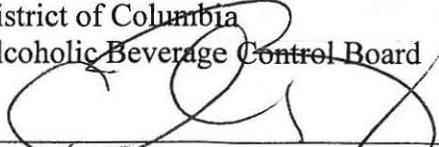
Section 12 – The following sentence shall be removed, because the Board cannot compel a Licensee to attend ANC meetings: "Applicant, upon notice from the ANC shall send a representative of the Establishment to a meeting(s) to confer and deal in good faith with issues raised under this Agreement or new issues that might arise with regard to the operation of the Establishment."

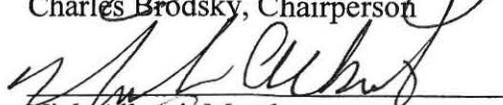
The parties have agreed to these modifications.

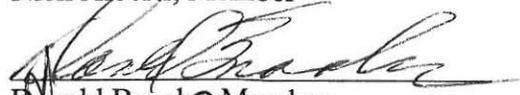
2. Copies of this Order shall be sent to the Applicant and ANC 3F.

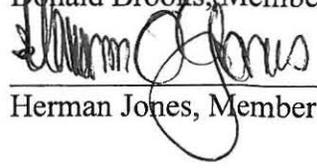
Ugly Mug, LLC
t/a Jake's American Grille
License No. ABRA-086013
Page 3

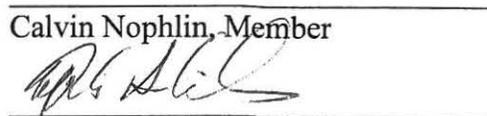
District of Columbia
Alcoholic Beverage Control Board

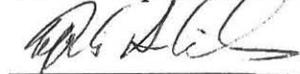

Charles Brodsky, Chairperson


Nick Alberti, Member


Donald Brooks, Member


Herman Jones, Member


Calvin Nophlin, Member


Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), 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.

ANC 3F RESOLUTION

APPLICATION FOR A CLASS "CR" LIQUOR LICENSE and
STIPULATED LIQUOR LICENSE

JAKE'S AMERICAN GRILLE

Advisory Neighborhood Commission 3F
North Cleveland Park, Forest Hills & Tenleytown
4401-A Connecticut Avenue, N.W. Box #244
Washington, D.C. 20008-2322

WHEREAS, Ugly Mug, LLC, t/a Jake's American Grille, has applied for a Class "CR" Liquor License (License No. ABRA-086013) for a full service restaurant and sidewalk café at 5016-5018 Connecticut Avenue, N.W.; and

WHEREAS, the Applicant has posted in its window the placard announcing the application for a liquor license, with a Petition Date of January 31, 2011, and a Hearing Date of February 14, 2011; and

WHEREAS, the Applicant desires to start serving alcohol before the hearing date, for which it will need a stipulated liquor license; and

WHEREAS, the Applicant in its filing with ABRA indicated that the restaurant was to be a restaurant with two floors and sidewalk cafe; and

WHEREAS, at the ANC meeting on Tuesday, January 18, 2011, the Applicant confirmed plans to expand the 1st floor of the restaurant to accommodate about 90-100 persons; to expand the sidewalk café to accommodate approximately 25 persons; and to add a basement level with a second bar, restaurant seating, live entertainment, ability to host events, pool tables and other video & game machines; and

WHEREAS, the ABC Board has recently modified voluntary agreements to read, "Any change from this model shall be of concern to residents and requires approval from the ABC Board," eliminating the words "approval by the ANC"; and

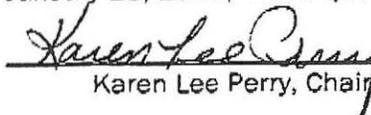
WHEREAS, the Applicant submitted to ABRA a Certificate of Occupancy on which the placards and notice to the community was based showing a total occupancy load of 50, including 10 Sidewalk Café seats; and

WHEREAS, the Applicant's plans for the expansion will result in a restaurant and operation substantially different from what was noticed to the community through the placards and the notice to the ANC from ABRA on which the ANC approval and voluntary agreement was based;

THEREFORE, BE IT RESOLVED, That ANC 3F does not object to the granting of a stipulated license and Class "CR" liquor license for Jake's contingent on the establishment being replacarded for community and ANC approval at the time of an expansion that will more than double the size, scope, and operation of the establishment from what was noticed to the community and the ANC and based on the attached voluntary agreement.

—●—————●—

This resolution was approved by a vote of 7-0-0 at a duly noticed public meeting of ANC 3F on Tuesday, January 18, 2011, with a quorum present, a quorum being four.



Karen Lee Perry, Chair

VOLUNTARY AGREEMENT

This VOLUNTARY AGREEMENT ("Agreement") is made on this 18th day of January, 2011, by and between Ugly Mug, LLC t/a Jake's American Grill, ABRA -086013, (the Applicant) and Advisory Neighborhood Commission 3F, North Cleveland Park, Forest Hills and Tenleytown (collectively, the "Parties").

WITNESSETH

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board is the Applicant's application for a Retailer's Class "CR" (Restaurant) liquor license for its premises at 5016-5018 Connecticut Avenue, N.W.; and

WHEREAS, both Applicant and the ANC (the "parties") are desirous of entering into a Voluntary Agreement pursuant to D/C. Official Code §25-446 for 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 parties request that the Alcoholic Beverage Control Board ("ABC Board") approve the Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement;

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 and un-amplified music.
2. The restaurant is only one floor and shall have a maximum of 40 seats, including the bar area, for the exclusive use of dining patrons. There is also an unenclosed sidewalk café with 10 seats for the use of dining patrons. The maximum occupancy of the Establishment including the sidewalk café according to its Certificate of Occupancy is 50 patrons.
3. The Applicant's hours of operation for the restaurant and outdoor patio 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. Applicant shall offer food to its patrons at all times it is open. At no time shall a patron be able to purchase an alcoholic beverage from the Applicant and not be able to purchase food from the Applicant. The Applicant shall offer take-out food, but will not provide alcoholic beverages on a take-out basis. The applicant will not have delivery service.

Jake's American Grill

Page 2

5. 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.
6. The Applicant plans to have televisions behind the bar, but shall not install or utilize any other equipment for video games or juke boxes.
7. The Applicant shall post no signs in public space or outside the restaurant advertising liquor sales, happy hours, or the like.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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

Jake's American Grill
Page 3

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 dillgently 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

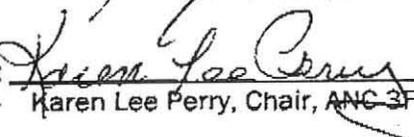
If to ANC: Advisory Neighborhood Commission 3F
4401-A Connecticut Avenue, N.W., PMB 244
Washington, D.C. 20008-2322

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 1-12 above, the ANC will advise the ABC Board that it does not oppose the Applicant's application for a Retailer'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
Gaynor Jablonski, Owner

By:  for ANC 3F
Karen Lee Perry, Chair, ANC 3F

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

3F01 – Adam Tope, Sec. & Web Master
 3F02 – Karen Perry, Vice Chair
 3F03 – Karen Bailey
 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.org
 E-mail: ANC3F@juno.com
 Phone: 202.362.6120
 Fax: 202.686.7237

January 21, 2011

Sent Via Fax and Mail

Mr. Charles Brodsky, Chair
 Alcoholic Beverage Regulation Administration
 1250 U Street, NW, Third Floor
 Washington, DC 20009

RE: Ugly Mug, LLC t/a Jake's American Grille
 ABRA – 086013
 5016-5018 Connecticut Avenue, N.W.

Dear Mr. Brodsky:

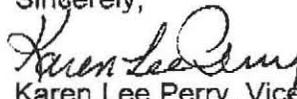
At a duly noticed public meeting on Tuesday, January, 18, 2011, Advisory Neighborhood Commission 3F (ANC 3F) voted 7-0-0, with a quorum present (a quorum being 4) to adopt the attached resolution and voluntary agreement and to not object the granting of a stipulated license and class "CR" license contingent on the resolution and voluntary agreement.

The applicant is aware that the placards must remain in the window of his establishment for the determined time even if the Board grants the request for a stipulated license.

It is also our understanding that Jake's American Grille, through attorney Thomas Felder, has requested that the Board consider the granting of a stipulated license at the Board's meeting on Tuesday, January 25. ANC 3F would like to be represented at the hearing and would appreciate also being notified if this item is placed on the agenda.

If you have any questions or concerns about the Resolution or the Agreement, please contact Commissioner Karen Perry, the designated ANC Commissioner for this application, at 202-363-6748 or karenperry2@juno.com.

Sincerely,


 Karen Lee Perry, Vice Chair¹

Attachments:

1. Resolution
2. Voluntary Agreement

¹ Please note that the titles and ANC officers changed at the conclusion of the ANC meeting on January 18, 2011, and Karen Perry was Chair at the time of the passing of the Resolution and Voluntary Agreement for Jake's.