

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

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<b>In the Matter of:</b>	)
	)
Colorado & Cohen, LLC	)
t/a Bullfrog Bagels	)
	)
Applicant for a New	)
Retailer's Class CR	)
	)
at premises	)
317 7th Street, S.E.	)
Washington, D.C. 20003	)
<hr/>	)

License No. ABRA-100249  
Order No. 2016-024

Colorado & Cohen, LLC, t/a Bullfrog Bagels (Applicant)

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

**BEFORE:** Donovan Anderson, Chairperson  
Nick Alberti, Member  
Mike Silverstein, Member  
Ruthanne Miller, Member  
James Short, Member

**ORDER ON SETTLEMENT AGREEMENT**

The official records of the Alcoholic Beverage Control Board (Board) reflect that Colorado & Cohen, LLC, t/a Bullfrog Bagels, Applicant for a new Retailer's Class CR License, located at 317 7th Street, S.E., Washington, D.C., and ANC 6B have entered into a Settlement Agreement (Agreement), dated December 10, 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.

Accordingly, it is this 20th day of January, 2016, **ORDERED** that:

1. 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, except for the following correction:

Section 2 (Hours of Operation and Sales) – This Section contained a typographical error regarding the establishment's indoor hours of operation. It is intended by the Parties that the paragraph setting forth the Applicant's indoor hours of operation should read: "Sunday through Thursday 7:00 a.m. – 11:30 p.m. (indoor hours of operations), and Friday through Saturday 7:00 a.m. – 11:30 p.m. (indoor hours of operations)."

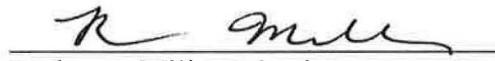
2. Copies of this Order shall be sent to the Applicant and ANC 6B.

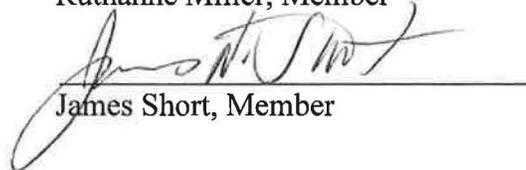
District of Columbia  
Alcoholic Beverage Control Board

  
\_\_\_\_\_  
Donovan Anderson, Chairperson

  
\_\_\_\_\_  
Nick Alberti, Member

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

  
\_\_\_\_\_  
Ruthanne Miller, Member

  
\_\_\_\_\_  
James Short, 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 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).

SETTLEMENT AGREEMENT BY AND BETWEEN  
ADVISORY NEIGHBORHOOD COMMISSION 6B

and

Colorado & Cohen LLC  
d/b/a Bullfrog Bagels

Pursuant to this Settlement Agreement, ("Agreement"), by and between Colorado & Cohen LLC (d/b/a Bullfrog Bagels) ("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 as it relates to its application for a Class "CR" License (ABRA-100249) ("License"), now pending before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA"), for conduct of business located at 317 7<sup>th</sup> Street, S.E., Washington, DC 20003 ("Premises").

WHEREAS Applicant has applied before ABRA to effect, and is seeking its approval of, a new License to operate at the Premises; and

WHEREAS Applicant and ANC6B wish to voluntarily and mutually memorialize the terms and conditions upon which ANC6B has agreed to support the Applicant's License, 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 security, sanitation, 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 hereby supports the Applicant's License 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. Applicant will manage and operate a Bagelry and a full-service seated restaurant ("Establishment") at the Premises. Applicant shall limit its total seating to no more than 48 patrons, with total occupancy load not to exceed 90. This is inclusive of seating for up to 38 patrons on the 2<sup>nd</sup> floor interior dining area, no more than 4 patrons on the 2<sup>nd</sup> floor balcony and no more than 6 patrons in the Sidewalk Café on the front patio area. 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. No outdoor seating of any nature shall be permitted in the rear yard of the Establishment.
3. Hours of Operation and Sales. Applicant's hours of operation and alcoholic beverage sales may be changed from time to time at the discretion of Applicant, or as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

- Sunday through Thursday: 7:00 a.m. – 11:30 a.m. (indoor hours of operations)  
7:00 a.m. – 10:30 p.m. (Balcony and Sidewalk Café hours of operations)  
10:00 a.m. – 11:30 p.m. (indoor alcohol sales)  
10:00 a.m. – 10:30 p.m. (Balcony and Sidewalk Café hours of alcohol sales)
- Friday and Saturday: 7:00 a.m. – 11:30 a.m. (indoor hours of operations)  
7:00 a.m. – 11:00 p.m. (Balcony and Sidewalk Café hours of operations)  
10:00 a.m. – 11:30 p.m. (indoor alcohol sales)  
10:00 a.m. – 11:00 p.m. (Balcony and Sidewalk Café hours of alcohol sales)

Provided, however, that (1) on days designated by the DC ABC Board as “Extended Hours for ABC Establishments,” Applicant may serve alcoholic beverages for one additional hour; (2) in the event the Council of the District of Columbia or the ABC Board grant licensees, in general, extended operating hours for particular event(s), Applicant may avail itself of such extended hours; and, (3) on January 1 of each year Applicant may serve alcoholic beverages until 12:30 a.m. Applicant must submit, as required by regulation, any form or document to the authorizing agency for such extended hours and these additional hours are limited to sale and consumption inside the establishment.

4. Requirements for Operation of Sidewalk Café. 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. Applicant shall cause the Sidewalk Café on the front patio and the area extending from the Sidewalk Cafe to the curb in front of the Establishment to be regularly swept. Applicant shall remove any litter, food, and debris on not less than a daily basis, weather permitting, when food is consumed on the Sidewalk Café.

5. Refuse Storage, Disposal and Sanitation. Applicant shall utilize and regularly maintain an interior trash storage room within the Premises to store all grease, recyclable trash, and non-recyclable trash (garbage). The interior trash storage room will have direct access from the dining, hallway, and/or kitchen area of the Premises. No grease, recyclable trash, or non-recyclable trash (garbage) shall be stored outside the building in the rear of the Premises or on the public alley. Applicant agrees to adhere to the following conditions with respect to trash management, disposal, and the sanitary maintenance of the trash storage room.

- a. Garbage shall be collected a minimum of 4 days per week and recycling a minimum of 2 days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity);
- b. Garbage, recyclable, and grease collections shall not occur before 7:00 a.m. or after 7:00 pm;

- c. Applicant shall provide the garbage and recycling companies with keys to or otherwise ensure direct access to the interior trash room;
- d. No garbage, recyclables, or grease shall be stored outside the Premises.
- e. Garbage and recycling receptacles shall be maintained in the interior trash room and the outside door to that room shall remain closed unless in use and the door shall be equipped with an automatic closing mechanism and an egress bar;
- f. All receptacles shall be secured with lids (as per their design), including while within the trash room and while being hauled to and from sanitation trucks;
- g. Applicant shall not store or place any kegs, bottles, foodstuffs, or other consumable goods of any type outside the Premises or in the trash storage area. Any leak or spillage of grease or greasy food dribble 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.
- h. All receptacles used for garbage, recyclables, and grease shall be maintained in good repair, safe and sanitary condition;
- i. The applicant will daily check the alley and full area behind the Premises and pick up or hose down any debris or liquid waste left behind after: 1) trash and recycling has been hauled away; and, 2) after fully enclosed reinforced trash bags are transported to the trash room using the exterior staircase at the rear of the Premises;
- j. Applicant shall, weather permitting, power wash the trash storage room and receptacles weekly, or more often as necessary to prevent accumulation of food or grease film on the floor of the trash storage room or on the receptacles. When power washing the trash storage area, Applicant shall take such measures as necessary to prevent runoff on to adjacent properties;
- k. Applicant shall cooperate and permit inspection of the Premises, including but not limited to the trash storage room, as may be reasonable pursuant to ABRA regulations or as requested by any authorized District of Columbia governmental entity;
- l. Applicant agrees to coordinate with adjacent tenants to identify and contract with a current commercial trash hauling companies servicing the alley in an effort to reduce alley traffic;
- m. Applicant agrees to join in any coordinated effort with the adjacent tenants to address any rodent issues regardless of the source of such issues; and
- n. Applicant shall install and maintain in functional working order rodent proof sweeps on and a rodent proof gasket between the double doors leading from the trash enclosure to the alley. Applicant shall replace both sweeps and gasket as soon as they become worn.

6. Noise Mitigation. Applicant will screen HVAC equipment and the HVAC equipment screen will be between the kitchen equipment on the roof and the residents to the rear and that equipment will be placed at a lower grade than the HVAC equipment. Applicant renovated the building by repointing the interior brick which should mitigate against the conveyance of sound to adjacent neighbors. Applicant believes these steps will result in no adverse impact on the neighbors. In addition, however, Applicant will work to incorporate sound dampening materials in the design and installation of the screen such that it meets DCMR noise regulations at the rear

property line. If, nevertheless, sound is deemed an issue, Applicant will work with the ANC and neighbors to take additional steps to mitigate sound to meet applicable DCMR provisions.

7. Odor and Emission Control. Applicant has assured the ANC and neighbors that there will be no deep frying and that proposed menu items will not create any significant odor. Applicant provided a sample menu (Attachment A). This sample menu is not binding for the applicant but provides neighbors with information about the types of food that will be prepared. In the event that the menu changes to include items requiring a deep fryer or grilled dishes, the applicant agrees to install a Pollution Control Unit (PCU) or work with the ANC and neighbors to identify equipment or strategies that is comparable in effect to a PCU to eliminate the emission of odor and food particulates generated by food preparation on the Premises.

8. 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 for the Premises, including the interior trash storage area.

9. Restrictions on Use of Points for Access/Egress. Applicant will comply with all District of Columbia laws and regulations governing the delivery of food and restaurant supplies to the Premises. In no event will Applicant permit commercial third party vendors to bring a delivery truck to the rear of the Premises between the hours of 10:00 p.m. and 7:00 a.m. If not otherwise prohibited by District of Columbia laws and regulations, Applicant will exclusively utilize its current 4-cylinder 2015 Ford Transit Connect or an equally quiet vehicle that can unload on the side to make deliveries pulling up to the rear of the Premises between 10:00 p.m. and 7:00 a.m. Applicant expects pre-7:00 a.m. deliveries to be the exception and not the rule and will take steps to the extent possible to shield residences from disruptive noise from such deliveries.

10. Security Cooperation in Stemming Loitering and Illegal Drugs. Applicant shall to the full extent permissible by law discourage loitering in the vicinity of the Premises. Applicant agrees to monitor for and prohibit sales or use of illegal drugs within or about the Premises and maintain contact and cooperate with MPD and other enforcement officials when known or suspected drug activities occur.

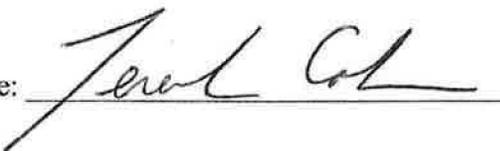
11. Compliance with ABRA Regulations. Applicant promises that it shall abide by all Alcoholic Beverage Regulations Administration (ABRA) regulations regarding the ownership of the license and all other provisions applicable to liquor licenses.

12. Agreement Otherwise in Full Force and Effect. Except as otherwise explicitly provided herein, the most recent Agreement shall remain in full force effect until the approval of this Agreement which shall constitute the agreement between the parties. The Agreement may only be 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:

Colorado & Cohen LLC  
ABRA# 100249  
317 7<sup>th</sup> Street S.E.  
Washington, DC 20003  
Jeremiah Cohen  
Phone: (202) 494-2609

Signature: 

Date: 12/10/15

ANC:

Advisory Neighborhood Commission 6B  
921 Pennsylvania Avenue, SE  
Washington, DC 20003  
Kirsten Oldenburg, Chairperson  
Phone: (202) ~~543-3344~~

Signature: 

Date: 12-10-15



[Menu](#) | [Catering Menu](#) | [Order](#)

## Brunch Menu

*(Coming this Fall)*

Parfait of House Made Granola, Seasonal Fruit And Yogurt \$7

Scrambled Eggs with Chives and Cream Cheese \$10  
*(includes choice of bagel or bialy)*

*Add*

bacon \$2

sausage \$3

postram \$4

lox \$5

Poached eggs with corned beef hash \$12

Poached Eggs with Hollandaise Over a Bagel or Bialy \$10

*Add*

postram \$4

lox \$5

spinach \$2

Roasted Eggplant, Chopped Tomato & Cucumber Salad, Hard Cooked Egg,  
Tahini Sauce Served With an Open-Faced Bialy \$11

Pastrami-Filled Soup Dumplings With Double-Strength Chicken Broth, Egg Noodles, Spinach \$13

Braised Bullfrog Bricket with Horseradish Mashed Potatoes and Sautéed Radishes \$14

Chicken Rosado with Bagel, Mushroom and Onion Stuffing, Jus \$14

Pastrami Carbonara \$14

Lox & Whitefish Platter \$14 per Person

Bullfrog Bagels

1341 H Street NE Washington, DC 20002

Hours: Tuesday - Friday: 7:00 a.m. - 1:00 p.m. / Saturday - Sunday: 7:00 a.m. - 1:00 p.m.  
CLOSED MONDAYS

Attachment A, page 1



[Menu](#) | [Catering Menu](#) | [Order](#)

## Dinner Menu

*(Coming this Fall)*

### Appetizers

Mini-Bagel Crostini  
 smoked salmon \$4  
 chopped liver \$3  
 egg salad \$2.5  
 hummus \$2  
 baby ruben \$4

Made-to-Order Latkes \$9  
*(includes five freshly made potato latkes with sides of apple sauce and sour cream)*

Kale Salad with lemon, almonds and pecorino \$7

Heirloom Tomato and Beet Salad with Fresh Ricotta and chives \$9

Steamed Pastrami-filled Soup Dumplings \$9

Entanglement of Smoked Whitefish and Lox \$10

Arugula, Endive and Frisée Salad with Bagel Croutons and Red Wine Vinaigrette \$7

### 2nd Course

House Made Egg Yolk Tagliatini with  
 butter and parmesan \$8  
 tomato meat sauce \$10  
 lox, creme fraiche, salmon roe, and chives \$10  
 deli scraps, cream cheese and jalapeno \$9  
 bacon, tomato, white wine, preserved lemon and rosemary \$10

### Main Courses

Roasted Eggplant, chopped tomato & cucumber, hard cooked egg, tahini sauce served  
 on an open-faced bliny \$13

Baltimore Brisket with horseradish mashed potatoes and sauteed radishes \$16

Chicken-Under-a-Brick with bagel, pecanut and mushroom stuffing and jus \$16

Roasted Whole Trout with spinach, fingerlings and beurre blanc \$17

### Desserts

TBD

**Bullfrog Bagels**  
 1341 H Street NE Washington, DC 20002  
 Hours: Tuesday - Friday: 7:00 a.m. - 3:00 p.m. / Saturday - Sunday: 7:00 a.m. - 1:00 p.m.  
 CLOSED MONDAYS

Attachment A, page 2

12/10/2015 9:04 AM

# ANC 6B

*Capitol Hill / Southeast*

921 Pennsylvania Avenue SE  
Washington, DC 20003-2141  
6B@anc.dc.org  
202-546-8542

December 10, 2015

Donovan Anderson, Chair  
Alcoholic Beverage Control Board  
2000 14<sup>th</sup> 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: abra.legal@dc.gov

RE: ABRA-100249, Bullfrog Bagels, 317 7<sup>th</sup> Street SE, new license

Dear Mr. Anderson:

At its regularly called, properly noticed meeting on December 8, 2015, with a quorum present, Advisory Neighborhood Commission 6B (ANC 6B) voted 6-3-1 to support the above-referenced request.

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

## COMMISSIONERS

SMD 1 *Jennifer Samolyk*  
SMD 2 *Diane Hoskins*  
SMD 3 *James Loots*  
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*

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

Sincerely,



Kirsten Oldenburg  
Chair

Attachment