

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

3F01 – Adam Tope, Chair
3F02 – Karen L. Perry, Vice Chair
3F03 – Mary Beth Ray
3F04 – Sally Gresham
3F05 – Manolis R. Priniotakis
3F06 – Malachy Nugent, Secretary
3F07 – Bob Summersgill, Treasurer



Box 244
4401-A Connecticut Avenue, N.W.
Washington, D.C. 20008
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Phone: 202-670-7ANC

August 20, 2014

Sent Via Fax and Mail

Ms. Ruthanne Miller, Chair
Alcoholic Beverage Control Board
2000 14th Street, NW, S400
Washington, DC 20009

RE: Remarkable Breads, LLC t/a Bread Furst, License No. ABRA-096024,
4434 Connecticut Avenue, NW

Dear Ms. Miller:

At a duly noticed public meeting on Tuesday, August 19, 2011, and with a quorum of four present, Advisory Neighborhood Commission 3F (ANC 3F) voted unanimously (6-0-0) to adopt the attached resolution and settlement agreement and support the granting of a stipulated license and class C/R license to the applicant listed above, contingent on the resolution and settlement 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.

If you have any questions or concerns about the resolution or agreement, please contact me at 3F01@anc.gov or Commissioner Malachy Nugent, the designated ANC Commissioner for this application, at 202-810-3674 or 3F06@anc.gov.

Sincerely,

Adam Tope, Chair

Attachments:

1. Resolution
2. Settlement Agreement

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ANC 3F Resolution Regarding Bread Furst Application
for a Stipulated Class C/R Liquor License

WHEREAS, Remarkable Breads, LLC t/a Bread Furst ("Applicant") has applied for a Class C/R Liquor License (License No. ABRA-096024) for a bakery-restaurant and sidewalk café at 4434 Connecticut Avenue, NW; and

WHEREAS, the Applicant has posted in its front window the placard announcing the application for a liquor license, with a Petition Date of September 15, 2014, and a Hearing Date of September 29, 2014; and

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

WHEREAS, the Applicant and ANC 3F have entered into a settlement agreement regarding the Class C/R license; and

WHEREAS, by signing this settlement agreement, the Applicant shows an intent to operate and maintain the establishment in such a manner as to minimize the effect on the peace, order, and quiet of the neighborhood, pedestrian safety, and vehicular traffic; and

WHEREAS, the ANC also notes its support in principle for extending the hours for outdoor alcohol sales and service to match those of the current indoor service, should the Applicant request and receive such an extension from the ABC Board;

THEREFORE BE IT RESOLVED, that ANC 3F supports the Applicant's request for a stipulated license and supports the issuance of a Class C/R license.

ANC 3F approved this resolution by a vote of six in favor, none opposed, and none abstaining from voting (6-0-0) at its August 19, 2014 meeting, which was properly noticed and at which a quorum of four was present. Commissioner Nugent is delegated the authority to represent ANC 3F in this matter.

Adam Tope, Chair

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made on this 19th day of August, 2014 by and between Remarkable Breads, LLC t/a Bread Furst, ABRA-096024 ("Applicant") and Advisory Neighborhood Commission 3F, North Cleveland Park, Forest Hills and Tenleytown ("ANC"), collectively known as the "Parties."

WITNESSETH

WHEREAS, pending before the District of Columbia Alcoholic Beverage Control Board ("ABC Board") is the Applicant's application for a Retailer's Class C/R license (Restaurant liquor license for its premises at 4434 Connecticut Avenue, NW ("Establishment") (ABRA-096024); and

WHEREAS, both the Applicant and the ANC are desirous of entering into a Settlement Agreement pursuant to DC Official Code Title §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;

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 bakery-restaurant on its premises, with emphasis on baked goods and prepared meals to be eaten in the restaurant or taken out. The Applicant intends to offer beer, wine and/or spirits with purchased meals consumed on the premises. Any change to 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.
2. The Establishment has a total occupancy load of 38, and a sidewalk cafe with 24. This maximum represents the total number of indoor and outdoor seats that are or will be available at the Establishment. The Restaurant liquor license (ABRA-096024) applies to the bakery, restaurant, and sidewalk cafe portions of the Establishment.
3. 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.
4. The Applicant's normal hours of operation for the indoor bakery-restaurant are:

Monday through Friday:	7:00 a.m. - 11:00 p.m.
Saturday:	8:00 a.m. - 11:00 p.m.
Sunday:	8:00 a.m. - 3:00 p.m.

The Applicant's hours for selling and serving alcohol at the indoor bakery-restaurant shall be:

Monday through Friday:	12:00 p.m. - 11:00 p.m.
Saturday:	12:00 p.m. - 11:00 p.m.
Sunday:	12:00 p.m. - 3:00 p.m.

The Applicant's normal hours of operation for the sidewalk cafe are:

Monday through Friday:	9:00 a.m. - 6:00 p.m.
Saturday:	9:00 a.m. - 6:00 p.m.
Sunday:	9:00 a.m. - 3:00 p.m.

The Applicant's hours for selling and serving alcohol at the sidewalk cafe shall be:

Monday through Friday:	12:00 p.m. - 6:00 p.m.
Saturday:	12:00 p.m. - 6:00 p.m.
Sunday:	12:00 p.m. - 3:00 p.m.

Applicant shall have an ABC licensed manager on site at all times during which alcohol is served at the Establishment.

5. Applicant shall be permitted to present 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 DC Official Code Title §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 shall post no signs in public space, outside the restaurant or in any exterior facing windows, doors, or walls advertising discounted liquor sales, happy hours, or the like.
7. The Applicant shall not install or utilize any equipment for video games or juke boxes.
8. Applicant will care for the public space that borders the Establishment on Connecticut Avenue, including provision for suitable plantings where appropriate. 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.

9. The Applicant shall provide rat and vermin control for its trash receptacles and property, and 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. 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.
11. 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.
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 of a breach of this Agreement, Applicant 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 Applicant 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 DC Official Code Title §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: Remarkable Breads, LLC t/a Bread Furst
4434 Connecticut Avenue, N.W.
Washington, D.C. 20008

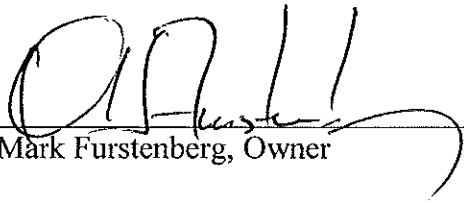
If to ANC: Advisory Neighborhood Commission 3F
4401-A Connecticut Avenue, N.W., PMB 244
Washington, D.C. 20008-2322

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 1-13 above, the ANC will advise the ABC Board that it supports the Applicant's Class C/R liquor license for its Establishment at 4434 Connecticut Avenue, N.W. (ABRA-096024).

[Signature page follows]

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

By:  _____ for the Applicant, Remarkable Breads, LLC
Mark Furstenberg, Owner

By: _____ for ANC 3F
Adam Tope, Chair

