

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

In the Matter of:)
)
Farmbird Restaurant 2, LLC)
t/a Farmbird)
)
Applicant for a New)
Retailer's Class CR License)
)
at premises)
1251 1st Street, SE)
Washington, D.C. 20003)
)

License No.: ABRA-120165
Order No.: 2022-146

Farmbird Restaurant 2, LLC, t/a Farmbird, Applicant

Edward Daniels, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6D

BEFORE: Donovan Anderson, Chairperson
James Short, Member
Bobby Cato, Member
Rafi Crockett, Member
Jeni Hansen, Member
Edward S. Grandis, Member

ORDER ON COOPERATIVE AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Farmbird Restaurant 2, LLC, t/a Farmbird, (Applicant), Applicant for a new Retailer's Class CR License, and ANC 6D have entered into a Cooperative Agreement (Agreement), dated February 14, 2022, that governs the operations 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 Edward Daniels, on behalf of ANC 6D, are signatories to the Agreement.

Accordingly, it is this 6th day of April 2022, **ORDERED** that:

1. The above-referenced Cooperative Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; and
2. Copies of this Order shall be sent to the Applicant and ANC 6D.

District of Columbia
Alcoholic Beverage Control Board

eSigned via SeamllessDocs.com
Donovan Anderson
Key: a247015490045208407355931d2c0f

Donovan Anderson, Chairperson

eSigned via SeamllessDocs.com
James Short
Key: 547a03726206da0911a30b142041e7

James Short, Member

eSigned via SeamllessDocs.com
Bobby Cato
Key: 256d3fca0f8e146d74b75ba7917d20c

Bobby Cato, Member

eSigned via SeamllessDocs.com
Rafi Aliya Crockett, Member
Key: b550e91845e120e401615545c122810c

Rafi Crockett, Member

eSigned via SeamllessDocs.com
Jeni Hansen, Member
Key: 82172f31f0509447491b56f9c2a418f2

Jeni Hansen, Member

eSigned via SeamllessDocs.com
Edward Grandis, Member
Key: 5027bda7ff0040ec14adeb52541ce5

Edward S. Grandis, 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 II 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).

ANC6D Cooperative Agreement
Farmbird Restaurant 2, LLC t/a Farmbird, ABRA-120165, 1251 First Street, SE
February 14, 2022

★ ★ ★ Advisory Neighborhood
Commission 6D

1101 4th Street S.W., Suite W130,
Washington, DC 20024
ANC Office: (202) 554-1795
office@anc6d.org

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement") is made on this 14th day of February 2022, by and between Farmbird Restaurant 2, LLC t/a Farmbird ("Applicant"), at 1251 First Street, SE, Washington, DC 20003 (ABRA-120165), and Advisory Neighborhood Commission 6D ("the ANC") (collectively, the "Parties").

PREAMBLE

Through this agreement both Parties aim to create an environment in which Applicant may operate as a viable contributing establishment in the ANC community.

WITNESSETH

WHEREAS, Applicant has applied for a Class C Restaurant ABC License for a restaurant establishment ("Establishment") serving spirits, wine, and beer, with indoor space and Sidewalk Cafe seating at 1251 First Street, SE ("Premises"). The application includes a request for an Alcoholic Beverage Carry-Out & Delivery Endorsement. The application does not include endorsements for entertainment, dancing, cover charges, or sports gaming;

WHEREAS, Applicant is encouraged to work regularly with the ANC and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood;

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Cooperative 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 of the establishment within the ANC on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726 and to eliminate the need for a Protest Hearing regarding the license application;

WHEREAS, all Parties believe that the statements and provisions contained in this agreement are reasonable and shall become wholly integrated into the day-to-day operation of the Establishment. The Parties agree that any substantial change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the

Alcoholic Beverage Control Board ("ABC Board") approve Applicant's license application conditioned upon Applicant's compliance with the terms of this written Agreement; and

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. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.
2. **Nature of the Business.** Applicant will manage and operate a restaurant serving spirits, wine, and beer. The Establishment shall have one Sidewalk Cafe Endorsement. The Establishment shall not participate in pub crawls.
3. **Floors Utilized and Occupancy.** Applicant will operate its establishment on the ground floor of the building. The Establishment will have no more than 81 seats inside and total interior occupancy load of no more than 99. The Sidewalk Cafe shall have a maximum of 15 seats.
4. **Hours of Operation, Entertainment, and Sales, Service & Consumption of Alcoholic Beverages.** Applicant's interior and Sidewalk Cafe Hours of Operation and Hours of Sales, Service & Consumption of Alcoholic Beverages shall not exceed:

8:00am – 12:00am daily.

Provided that: (a) on days designated by the ABC Board as "Holiday Extension of Hours," applicant may avail itself of the extended hours so provided; (b) in the event the Council of the District of Columbia or the ABC Board grants Licensees in general extended operating hours and hours of sales, service, and consumption of alcoholic beverages (such as for Inauguration), Applicant may avail itself of such extended hours; and (c) on January 1 of each year Applicant may operate and sell, serve, and permit the consumption of alcoholic beverages until 4:00am. The ANC will not object to Applicant applying for a One Day Substantial Change, in accordance with District law, to extend the hours of Entertainment on the interior premises until 15 minutes prior to closing on evenings that fall within the aforementioned exceptions to the standard hours.

5. **Prohibited Practices.** Applicant shall not knowingly allow the use of its Premises as part of an organized pub crawl or as an organized event intended to promote the organized, commercial travel of large groups of individuals between licensed premises for the primary purpose of consuming alcoholic beverages at more than one premise.
6. **Exterior Area.** The Sidewalk Cafe shall be bordered with appropriate barriers to delineate it from the surrounding adjacent areas. Options for such borders may include

planters, fencing, shrubbery, or similar techniques.

7. **Parking.** Because there is limited parking in the vicinity, it is a concern of the ANC that Applicant's operation of the Establishment does not create or exacerbate parking problems within the ANC. Applicant shall make reasonable efforts to inform patrons of transportation options (e.g., on Applicant's website) other than transportation that requires parking. Applicant shall not knowingly accept deliveries from vendors parked illegally.
8. **Noise and Privacy.** Applicant shall keep all exterior doors and windows closed while Entertainment is being provided except for normal ingress and egress. Applicant shall comply with D.C. Code § 25-725 and to that end shall use various means, including making architectural improvements to the property and taking reasonable, necessary actions, to ensure that music, noise, and vibration from the Establishment are not audible in any residential premises other than the Establishment.
9. **Outdoor advertising, billboards, and signs.** No sign shall be erected in such a manner as to create a traffic hazard such as when its location interferes with traffic sight distances, traffic flow, or the visual access to the name or address of a nearby business or residence or a street or traffic sign; its color, configuration, text or location are such that they could be mistaken for or otherwise imitate a traffic sign or signal; or it is located in the public right-of-way and impeding pedestrians. The light from any illuminated sign shall be diminished, shaded, shielded, or directed in a way that the light intensity or brightness shall not be objectionable to surrounding residents. No sign shall have blinking, flashing, or fluttering lights or other illuminating device which has a changing light intensity, brightness, or color. Beacon lights, search lights, and signs which intentionally rotate, spin, or otherwise move shall not be permitted.
10. **Public Space and Trash.** No containers, cups, bottles/cans, etc. shall be permitted outside of the Summer Garden or Sidewalk Café or to leave the Premises regardless of content, excepting food and beverages packaged "to go. Applicant shall take reasonable measures to ensure that that the immediate environs of the premises are kept free of litter and debris, including the sidewalks or other public property immediately adjacent to the premises or adjacent to the property used by Applicant to conduct its business.
11. **Rats and Vermin Control.** Applicant shall provide rat and vermin control for its 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 no garbage or odors from the establishment's operations present the following morning.
12. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.** Applicant shall take reasonable, necessary steps to minimize problems of illegal drugs and public

drinking, including, without limitation, at all times, a trained employee on site, designating a sufficient number of employees to assure adequate security and to control unruly patrons, whether inside or in the immediate outside area; monitoring for and prohibiting sales or use of illegal drugs within or about the Premises, maintaining contact and cooperating with Metropolitan Police Department ("MPD") and other enforcement officials when known or suspected drug activities occur. Applicant shall take reasonable actions to discourage loitering in the vicinity of the Premises. Applicant shall cooperate with MPD in the investigation of criminal offenses within and immediately around the business and shall have sufficient security cameras in place which cover the areas of the interior Premises where alcoholic beverages are served and consumed. If responsible for the video surveillance equipment, Applicant shall maintain security cameras and: (a) Ensure the cameras are operational; (b) Maintain footage of a crime of violence or a crime involving a gun for a minimum of 30 days; and (c) Make the security footage available within 48 hours upon the request of Alcoholic Beverage Regulations Administration ("ABRA") or the MPD.

13. **License Ownership and Compliance with ABRA Regulations.** Applicant promises to the ANC that it shall abide by all ABRA regulations regarding the ownership of the license and all other provisions applicable to liquor license Applicants and agrees that the ANC shall have standing to ask the ABC Board to enforce any violations of the agreement.
14. **Participation in the Community.** Applicant is encouraged to maintain open communication with the ANC and the community for which it acts.
15. **Notice and Opportunity to Cure.** 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 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 within 30 days diligently pursue such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446.

If to Applicant: Farmbird Restaurant 2, LLC t/a Farmbird
625 H Street, NE
Washington, DC 20002
Attention: Andrew Harris, Co-CEO
phone: (540) 580-2217
e-mail: Andrew@farmbird.com

ANC6D Cooperative Agreement
Farmbird Restaurant 2, LLC t/a Farmbird, ABRA-120165, 1251 First St., SE, Washington, DC 20003
February 2022

If to the ANC: Advisory Neighborhood Commission 6D
1101 4th Street, SW, Suite W130
Washington, DC 20024
Attn: Chair, ANC6D
phone: (202) 202 554-1795
e-mail: office@ANC6D.org

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.

- 14. No Protest.** Upon execution of this Agreement by the Parties and its acceptance by the ABC Board, and in reliance thereupon, the ANC shall refrain from filing a protest against Applicant's ABC license application.

[signatures on the following page]

ANC6D Cooperative Agreement
Farmbird Restaurant 2, LLC t/a Farmbird, ABRA-120165, 1251 First St., SE, Washington, DC 20003
February 2022

The ANC:



Edward Daniels, ANC 6D07, ANC 6D Chairperson

2/14/22
Date

APPLICANT:

Farmbird Restaurant 2, LLC t/a Farmbird

By: 

Andrew Harris, Co-CEO

2/10/2022
Date