

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

In the Matter of:)
)
Farmbird Restaurant 2, LLC)
t/a Farmbird)
)
Application for a New)
Retailer’s Class DR License)
)
at premises)
625 H Street, NE)
Washington, D.C. 20002)

License No.: ABRA-116656
Order No.: 2020-215

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

Stephen O’Neal, ANC 6C Alcoholic Beverage Licensing Member, on behalf of Advisory
Neighborhood Commission (ANC) 6C

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

ORDER ON SETTLEMENT 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 DR License, and ANC 6C entered into a Settlement Agreement (Agreement), dated May 13, 2020, in accordance with D.C. Official Code § 25-446 (2001).

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Stephen O’Neal, on behalf of ANC 6C, are signatories to the Agreement.

Accordingly, it is this 3rd day of June, 2020, **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; and
2. Copies of this Order shall be sent to the Applicant and ANC 6C.

District of Columbia
Alcoholic Beverage Control Board

eSigned via Sealsize.com
Donovan Anderson
Key: 424704004804875000810108

Donovan Anderson, Chairperson

eSigned via Sealsize.com
James Short
Key: 04200600440001101012400

James Short, Member

eSigned via Sealsize.com
Bobby Cato
Key: 250450000140010010010100

Bobby Cato, Member

eSigned via Sealsize.com
Rema Wahabzadah, Member
Key: 11200400007400010000700100

Rema Wahabzadah, Member

eSigned via Sealsize.com
Rafi Ariya Crockett, Member
Key: 05000010450100010101000100

Rafi Crockett, Member

eSigned via Sealsize.com
Jeni Hansen, Member
Key: 001700000040010100010100

Jeni Hansen, Member

eSigned via Sealsize.com
Edward Grandis, Member
Key: 5007000700000001400010201005

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 St NW, 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

THIS SETTLEMENT AGREEMENT ("Agreement") is made on this 13th day of May, 2020 by and between Farmbird Restaurant 2, LLC t/a Farmbird ("Applicant") and Advisory Neighborhood Commission 6C ("the ANC"), (collectively, "the Parties).

PREAMBLE

Through this Agreement the Parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC 6C community.

WITNESSETH

WHEREAS, the Applicant has applied for a Retailer's Class D Restaurant ABC license with a Summer Garden Endorsement (ABRA-116656) at 625 H Street, NE, Space A, Washington, DC 20002 ("Premises");

WHEREAS, the ANC has concerns regarding the approval of this ABC license application;

WHEREAS, in recognition of the Alcoholic Beverage Control Board's ("ABC Board") policy of encouraging Parties to a potentially contested proceeding to settle their differences by reaching Settlement Agreements, by their signatures below, the Parties hereto desire to enter into a Settlement Agreement whereby (1) Applicant will agree to adopt certain measures to address the ANC's concerns and to include this Agreement as a formal condition of its application, and (2) ANC will agree not to file a protest against the License application provided that this Agreement is incorporated into the ABC Board's order approving the License;

WHEREAS, the 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 Licensee's business; and

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's License application conditioned upon the Applicant's compliance with the terms of this 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. **Recitals.** The recitals above are incorporated herein by reference.
2. **Nature of the Business.** Applicant will operate as a bona fide Class D Restaurant (as such term is defined in ABC statutes and regulations). Food service will be available until at least 30 minutes before closing. Applicant will not participate in any "pub crawl" promotions or activities.
3. **Hours.**
 - a. The Applicant's Hours of Operation and Hours of Sales, Service & Consumption of Alcoholic Beverages on both the interior and Summer Garden Premises shall be: 8:00am - 12:00am daily. It is understood that after the cessation of "operating hours," no patrons shall remain the premises.

- b. Provided that: (a) in the event the Council of the District of Columbia or the ABC Board grants licensees in general extended hours, Applicant may avail itself of such extended hours; and (b) on January 1, Applicant may operate and sell, service, and permit the consumption of alcoholic beverages until 1:00am.
4. **Deliveries.** Applicant shall make commercially reasonable efforts to require its vendors to make all deliveries of food, beverages, and supplies between the hours of 6:00am and 7:00pm daily.
5. **Public Space and Trash.** Applicant will make commercially reasonable efforts to maintain the public space adjacent to and in front of the Premises in a clean and orderly manner. Applicant shall regularly inspect and clean the public space adjacent to and in front of the Premises as necessary. Applicant shall not dispose of trash or recyclables outside of the building between 11:30pm and 9:00am.
6. **Noise.** Applicant shall comply with the DC Noise Control Act and DC Code § 25-725. Applicant acknowledges that noise is a critical issue for the neighborhood. Applicant will encourage employees and patrons to be considerate of residents in the neighborhood as they depart the establishment through a sign or other means.
7. **Notice and Opportunity to Cure.**
- a. In the event that either party is in breach of this Agreement, the breaching-party shall be entitled to reasonable notice and opportunity to cure in the form of thirty (30) days' notice before the non-breaching party can seek enforcement of this Agreement. If the breaching party fails to cure within thirty (30) days, (or, with respect to a breach which reasonably requires more than thirty (30) days to cure, fails to commence cure of such breach and diligently pursue such cure), then the non-breaching party shall be entitled to file a complaint with the ABC Board pursuant to DC Code § 25-447.
- b. Notice shall be provided by mail or email at the following address below:

If to Applicant: Farmbird Restaurant 2, LLC
625 H Street, NE, Space A
Washington, DC 20002
Attn: Andrew Harris
Email: andrew@farmbird.com
Phone: (540) 580-2217

If to ANC: Advisory Neighborhood Commission 6C
PO Box 77876
Washington, DC 20013-7787
Attn: Stephen O'Neal, ABL Committee Chair
Email: stoneal@gmail.com
Phone: (847) 334-0749

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.

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

[signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

The ANC:

Advisory Neighborhood Commission 6C

By: Stephen O'Neal
Stephen O'Neal, ABL Committee Chair

APPLICANT:

Farmbird Restaurant 2, LLC

By: Andrew Harris
DocuSigned by:
DBA350F2D2A6499...
Andrew Harris, Co-CEO