

**THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE AND CANNABIS BOARD**

In the Matter of:

BarTaco Wharf, LLC

t/a Bartaco Wharf

Applicant for Renewal of a
Retailer's Class CR License

at premises

645 Wharf Street, SW

Washington, D.C. 20024

Case No.: 25-PRO-00052

License No.: ABRA-121799

Order No.: 2025-940

BarTaco Wharf, LLC, t/a Bartaco Wharf, Applicant

Gottlieb Simon, Chairperson, Advisory Neighborhood Commission (ANC) 6D, Protestant

BEFORE: Donovan Anderson, Chairperson
Silas Grant, Jr., Member
Teri Janine Quinn, Member
Ryan Jones, Member
David Meadows, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 6D'S PROTEST**

The Application filed by BarTaco Wharf, LLC, t/a Bartaco Wharf (Applicant), for Renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage and Cannabis Board (Board) for a Roll Call Hearing on June 16, 2025, and a Protest Status Hearing on July 30, 2025, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6D have entered into a Settlement Agreement (Agreement), dated September 22, 2025, 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 Gottlieb Simon, on behalf of ANC 6D, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 6D of this Application.

Accordingly, it is this 8th day of October 2025, **ORDERED** that:

1. The Application filed by BarTaco Wharf, LLC, t/a Bartaco Wharf, for renewal of its Retailer's Class CR License, located at 645 Wharf Street, SW, Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6D in this matter is hereby **WITHDRAWN**;
3. 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;
4. This Settlement Agreement replaces and supersedes all previous Settlement Agreements between the Parties; and
5. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocs.com
Donovan Anderson
Key: ac43cb06c09d5f094b730003d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

Teri Janine Quinn

Teri Janine Quinn, Member



Ryan Jones, Member



David Meadows, Member

Any party adversely affected may file a Motion for Reconsideration of this decision or other motion permitted by law within ten days of service of this Order. If a motion is filed, the opposing party may file a response within seven days. If a response is filed, the movant may file a reply within three days. All filings should be served on all parties to the matter and delivered to the Alcoholic Beverage and Cannabis Administration, 899 North Capitol Street, N.E., Suite 4200-A, Washington, D.C. 20002, or sent by email to abca.legal@dc.gov. Parties are further advised that the failure to properly serve the other parties or to present all matters of record that have allegedly been erroneously decided in a motion for reconsideration may result in the waiver of those matters being considered by the Board. The Board also reserves the right to summarily deny or not consider multiple and repetitive motions.

In addition to filing a Motion for Reconsideration, pursuant to § 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, a party that is adversely affected may have the right to appeal this Order by filing a petition for review, within 30 days of the date of

service of this Order, with the District of Columbia Court of Appeals, located at 430 E Street, N.W., Washington, D.C. 20001. Parties are advised that the timely filing of a Motion for Reconsideration 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).

Parties are also advised that the Superior Court of the District of Columbia may have jurisdiction to hear appeals in non-contested cases or in matters where that court is specifically provided jurisdiction by law. Finally, advisory neighborhood commissions (ANCs) are advised that their right to appeal or challenge a decision of the Board may be limited by the laws governing ANCs. *See e.g.*, D.C. Code § 1-309.10(g).

ANC6D Settlement Agreement
BarTaco Wharf LLC
ABRA-121799
645 Wharf Street, SW, Washington, DC 20024



Advisory Neighborhood
Commission 6D

1101 4th Street S.W., Suite W130,
Washington, DC 20024
ANC Office: (202) 554-1795
6D@anc.dc.gov

ANC6D Settlement Agreement
BarTaco Wharf LLC
ABRA-121799
645 Wharf Street, SW, Washington, DC 20024

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is made on this 22nd day of September 2025, by and between BarTaco Wharf LLC (“Applicant”), at 645 Wharf Street, SW, Washington, DC 20024 ABRA License # 121799 and Advisory Neighborhood Commission 6D (“the ANC”), (collectively, the “Parties”).

PREAMBLE

Through this Agreement, both parties aim to create an environment in which the Applicant may operate as a viable contributing establishment in the ANC6D community.

WITNESSETH

WHEREAS, Applicant has an existing Class “C” license issued by the Alcoholic Beverage and Cannabis Administration (ABCA), identified as License Number ABRA-121799 (the “License”), and first issued on January 13, 2023, for a restaurant establishment located at 645 Wharf Street, SW (“Establishment”), which permits the sale and service of spirits, wine, and beer;

WHEREAS, the License includes endorsements for carry-out and delivery services, as well as a Summer Garden;

WHEREAS, the Applicant and the ANC did not finalize a settlement agreement when the License was first issued;

WHEREAS, the Applicant is encouraged to work regularly with ANC6D and its representatives, other neighborhood organizations, and residents to ensure that the business operations facilitate the enjoyment of the surrounding neighborhood; and

WHEREAS, the ANC filed a protest against the Applicant’s pending application to renew the License;

WHEREAS, the Parties are desirous of entering into a Settlement Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize, within ANC, (1) the effect of the establishment on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726; and (2) the effect of the establishment upon residential parking needs and vehicular and pedestrian safety, and to eliminate the need for a Protest Hearing regarding the license application; and

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. Any change from this model may be of concern to the residents and may be considered within the direction of the Alcoholic Beverage and Cannabis Board (“ABC Board”) to be a substantial change requiring the ABC Board’s approval.

WHEREAS, the Parties have agreed to enter into this Agreement and request that the ABC Board approve the Applicant's application to renew the License, conditioned upon the 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 Business.** The Applicant will manage and operate a restaurant Establishment serving food and alcoholic beverages with indoor seating and attached outdoor spaces including a Summer Garden endorsement. There is no live entertainment, streatory, sidewalk café, manufacturer on-site sales and consumption, games of skill, sports wagering, off-site storage, alcohol carry-out and delivery, pub or tasting permit, or dancing endorsement. Any additional endorsements shall require ABCA Board.
3. **Floors Utilized and Occupancy.** The Certificate of Occupancy will state the seating and occupant load. However, the Establishment will not exceed a total occupancy load of **264**, which reflects a seating capacity of 210 and Summer Garden seating capacity of 62. Any increase to such occupancy numbers shall require ABC Board approval.
4. **Hours of Operation and Sales.**
 - a. The Applicant's Interior Hours of Operation, Sales, Service and Consumption of Alcoholic Beverages shall be Saturday – Sunday from 8:00 am to 2:00 am (and such hours shall not be exceeded without the approval of the ABC Board).
 - b. Applicants' Exterior Hours [Summer Garden] of Operations, Sales, Service & Consumption of Alcoholic Beverages shall be Saturday – Sunday from 8:00 am to 2:00 am (and such hours shall not be exceeded without the approval of the ABC Board).
 - c. Applicant does not have exterior speakers installed and does not play recorded music from the Summer Garden. Any recorded music emanating from interior speakers is governed by Paragraph 9 as authorized by the existing license.
 - d. The Hours Operation and Sales set forth herein are subject to the following:
 - i On days designated by the DC ABC Board as "Holiday Extension of Hours," applicant may avail itself of the extended hours so provided.
 - ii In the event the Council of the District of Columbia or the ABC Board grants licenses in general extended operating hours, applicants may avail themselves of such extended hours.
 - iii On January 1 of each year applicants may operate until 4:00 a.m. 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 exceptions to the standard hours.

- iv Applicant may apply for One-Day Substantial Change Permits to operate outside of the typical hours described in this Agreement and/or to add Entertainment as part of a One-Day Substantial Change Permit. Consistent with ABC Board interpretations, “closing hours” shall be construed as the hours at which no patrons shall remain on the Premises.

5. **Prohibited Practices.**

- a. ***Organized Pub Crawls.*** Unless an appropriate license has been granted by the ABC Board, 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 two hundred (200) or more individuals between licensed premises for the primary purpose of consuming alcoholic beverages at more than one premises.
- b. ***Structural Modifications.*** The Applicant agrees to not modify any existing structures which would significantly alter capacity or build any new permanent structures of any sort either adjacent to or separate from the Applicant’s physical address during the license period, unless any required permits have been granted by the ABC Board and/or other relevant DC agencies.
- c. ***Activities and Use of Licensed Premises.*** The Applicant shall not sell and serve alcohol on a ground floor or street level outdoor public or private space not listed on its existing alcohol license; serve alcohol in outdoor public space such as the sidewalk outside an establishment; operate a dance floor; install or operate electronic game of skill devices; install or operate sports wagering devices or kiosks; store invoices and records of alcoholic beverage purchases in a location off the licensed Premises; or manufacture beer, wine, or spirits on or adjacent to its licensed Premises for off-premises consumption. However, nothing in this Agreement will be construed such as to prohibit the Applicant from applying for any endorsements, subject to review and approval by the ABC Board.

- 6. **Exterior Area.** If applicable, the Summer Gardens shall be bordered with appropriate barriers to delineate them from the surrounding adjacent areas. Options for such borders may include planters, fencing, shrubbery, or similar techniques and the Applicant shall use commercially reasonable efforts to ensure that all furniture, fixtures, equipment, or other property of the Establishment or property belonging to patrons are contained within the Summer Gardens and does not extend into the adjacent pedestrian walkway.

- 7. **Parking and Delivery Arrangements.** The ANC is concerned that the Applicant’s operation of the Establishment does not create or exacerbate parking problems within the ANC. The Applicant shall notify patrons (through their website or other means) that there is limited parking in the vicinity and will encourage use of public transportation. Applicant shall not knowingly accept deliveries from vendors parked illegally. Applicant shall take

reasonable, necessary steps to ensure that all deliveries will be taken into the Applicant's facility within in a reasonable time period.

8. **Noise and Privacy.** Applicant shall comply with D.C. Code § 25-725 and to that end shall use various means, including making reasonable architectural improvements to the property and taking reasonable, necessary actions, to ensure that music, noise, and vibration from the Establishment in order to comply.
9. **Speakers and Recorded Music.** Applicant shall limit the playing of recorded music through its indoor speakers located near any doors, windows, or retractable openings that lead to the exterior of the premises, including the Summer Garden, during the permitted Hours of Operation set forth in Paragraph 4 above. When these openings are in use, recorded music shall not be audible beyond the premises, as reasonably perceived by someone of ordinary hearing. Applicant shall also take reasonable measures to ensure that music, noise (excluding unamplified human voice), and vibrations from the Establishment (Interior and Exterior) do not violate D.C. Code § 25-725. The ANC acknowledges and agrees that the speakers in use of the date of this Agreement are deemed to be compliant with the intent and requirements of this provision.
10. **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 visibility of the name or address of a nearby business or residence or a street or traffic sign; or 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 impedes pedestrian traffic. The light emanating from any illuminated sign shall be diminished, shaded, shielded, or directed such that the light intensity or brightness shall not be objectionable to surrounding residents and during the night hours (i.e., one hour after sunset through sunrise), luminance levels for each individual sign shall not exceed 40 cd/m². No sign shall have blinking, flashing, or fluttering lights or other illuminating device which has variable light intensity, brightness, or color. Beacon lights, search lights, and signs which intentionally rotate, spin, or otherwise move are not permitted. Illuminated signage will not protrude into common/public space and will be affixed to the Establishment exterior wall.
11. **Public Space and Trash.** The Applicant shall participate in the building's trash removal and storage program. No containers, cups, bottles/cans, etc. shall be permitted outside the Summer Garden or to leave the Premises regardless of content, except food and beverages, including alcoholic beverages, packaged "to go." Nothing about the foregoing sentence is meant to prevent Applicant from offering alcoholic beverages for off-premises consumption or as permitted by the D.C. Code and applicable regulations. Applicant shall take reasonable measures to ensure 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. Applicant agrees to exercise reasonable care in its handling of garbage, waste, and refuse and will remove such materials from the Premises as frequently as is reasonably necessary to order to eliminate objectionable odors from emanating outside the Premises. Applicant shall take commercially reasonable efforts maintain the Premises in such a

manner that restricts unreasonable foul or objectionable odors, including but not limited to unpleasant odors from trash, cooking, grease, or cleaning, from emanating outside of the Premises and shall provide commercially reasonable trash and food waste receptacles inside the Premises for patrons' use. Parties acknowledge that Applicant is not permitted to install trash receptacles on its exterior seating area.

12. **Pest Control.** Applicant shall control pests including rodents, vermin, and insects, on its Premises. The applicant shall have the Establishment and the area around the Premises thoroughly cleaned at the end of each night. The Applicant shall cause extermination services, including treatment for insects, spiders, rats, mice, moles, and other rodents, to be provided to the Premises by a reputable exterminator on at least a monthly basis. Applicant agrees to exercise special care in its handling of garbage, waste, and refuse and will remove such materials from the Premises as frequently as is necessary to prevent pests from entering the premises.
13. **Security Cameras.** Applicant shall have recording cameras that cover the interior areas where alcoholic beverages are served. Parties acknowledge that Applicant's landlord is responsible for the installation, monitoring, and maintenance of security cameras on the exterior of the business, including the outdoor seating area. If responsible for the video surveillance equipment, the 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 and Cannabis Administration ("ABCA") or the Metropolitan Police Department.
14. **DC Law and Regulations.** Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. It is not intended that a violation of any DC law or regulation also be considered a violation of this Settlement Agreement.
15. **Participation in the Community.** Applicant is encouraged to maintain open communication with ANC 6D and the community for which the ANC acts.
16. **Notice and Opportunity to Cure.** If any of the parties is in breach of this Agreement, it shall be entitled to reasonable written 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 or 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 diligently pursues such cure) failure shall constitute a cause for filing a complaint with the ABCA Board pursuant to D.C. Official Code § 25-447.
 - a. If to Applicant:
 - i BarTaco Wharf LLC
 - ii Attn: Jessica L. Farmer, Esq. and Christopher S. Cohen, Esq.
 - iii Phone: (202) 469-5222

iv Email: Jessica.Farmer@hklaw.com / christopher.coehn@hklaw.com

- b. If to ANC: Advisory Neighborhood Commission 6D
 - i 1101 4th Street, SW, Suite W-130 Washington, DC 20024
 - ii Attn: Chair, ANC6D Phone: (202) 554-1795
 - iii Email: 6D@anc.dc.gov

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 ABCA Board or any other enforcement action.

- 17. **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 to Applicant's ABC license application.
- 18. **Entire Agreement.** This Agreement is intended to replace in its entirety all previously existing settlement agreements between the Parties, and all such previous agreements are hereby declared superseded, null and void and of no further effect.
- 19. **Counterpart; Facsimile Signature.** This Agreement may be executed in two or more counterparts which together shall constitute a single agreement. Execution of this Agreement may be made by an electronically transmitted signature which, for all purposes, shall be deemed to be an original signature.

ANC6D

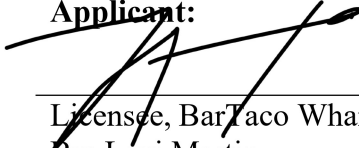


Commissioner Gottlieb Simon
Chairperson, ANC 6D

09/22/2025

Date:

Applicant:



Licensee, BarTaco Wharf LLC
By: Levi Martin
Title: CFO and Chief Strategy Officer

09/17/2025

Date: