

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

In the Matter of:)	
)	
Balkan Concepts, LLC)	
t/a Ambar)	
)	
Holder of a)	License No. ABRA-090240
Retailer's Class CR License)	Order No. 2013-280
)	
at premises)	
523 8 th Street, S.E.)	
Washington, D.C. 20003)	

Balkan Concepts, LLC, t/a Ambar (Licensee)

Brian Flahaven, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 6B

BEFORE: Ruthanne Miller, Chairperson
Nick Alberti, Member
Donald Brooks, Member
Mike Silverstein, Member
Herman Jones, Member

ORDER ON SETTLEMENT AGREEMENT

The official records of the Alcoholic Beverage Control Board (Board) reflect that Balkan Concepts, LLC, t/a Ambar, (Licensee), and ANC 6B have entered into a Settlement Agreement (Agreement), dated May 14, 2013, that governs the operation of the Licensee's establishment.

The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Licensee and Chairperson Brian Flahaven, on behalf of ANC 6B, are signatories to the Agreement.

Balkan Concepts, LLC
t/a Ambar
License No. ABRA-090240
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Accordingly, it is this 12th day of June, 2013, **ORDERED** that:

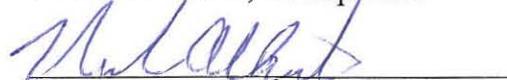
1. The above-referenced Settlement Agreement submitted by the parties to govern the operations of the Licensee's establishment is **APPROVED** and **INCORPORATED** as part of this Order;
2. This Settlement Agreement replaces and supersedes previous Settlement Agreements between the parties; and
3. Copies of this Order shall be sent to the Licensee and ANC 6B.

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District of Columbia
Alcoholic Beverage Control Board



Ruthanne Miller, Chairperson



Nick Alberti, Member



Donald Brooks, Member



Mike Silverstein, Member



Herman Jones, Member

Pursuant to D.C. Official Code § 25-433, 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.

AMENDED SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, made and entered into this ^{4th} day of May, 2013 by and between Balkan Concepts, LLC t/a Ambar ("Applicant") and Advisory Neighborhood Commission 6B ("ANC 6B")

RECITALS

WHEREAS, the Applicant has filed an application for a renewal of its Retailer's License Class C restaurant with an entertainment endorsement and the application is currently pending before the District of Columbia Alcoholic Beverage Control Board (the "Board"); and

WHEREAS, the premises is within the boundaries of ANC 6B; and

WHEREAS, the parties desire to enter into a Settlement Agreement containing certain restrictions on Applicant's operation such as to address the concerns raised by ANC 6B;

WHEREAS, this Settlement Agreement replaces and supersedes any previous Voluntary Agreement or Settlement Agreement between the Parties;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference.

2. **Hours of operation and sales.**
The Applicant's hours of service inside the restaurant and in the summer garden shall be as follows:

Sunday through Thursday	9:00 am to 2:00 am
Friday and Saturday	9:00 am to 3:00 am

Hours of Operation for the sidewalk café shall be as follows:

Sunday through Thursday	9:00 am to 11:00 pm
Friday and Saturday	9:00 am to 1:00 am

Provided that Applicant may extend these hours for operation and sales on New Year's eve and inauguration day, to the maximum allowed by law.

3. **Rear Summer Garden Construction.** The rear summer garden outside seating area shall be constructed such that it shall have a solid, opaque wall, at least 8 feet

in height, all the way around its perimeter, with the exception of a solid door, which door shall be used for emergency purposes only, and shall otherwise be kept closed at all times. In addition, the rear portion of the summer garden shall have a solid opaque roof covering which shall extend at least 8 feet from the west (rear) wall. The rest of the summer garden shall be covered by lattice, vines and such other material as determined by Applicant to mitigate noise from the summer garden area. If patrons in the summer garden are noisy so as to disturb nearby residents, the Applicant will ask them to move inside.

4. **Dancing, Music and Entertainment.** Applicant shall not market, advertise, nor provide an area for dancing. Only unamplified live music (i.e., musical instruments and/or vocals without electronic amplification or microphones) or recorded music may be offered in the premises. Applicant may make use of a “music programmer” who shall select and play music but who shall not entertain by spoken words, and who shall not manipulate the music so as to change what is audible from the original recording, such as by scratching, mashing, beatmatching, phrasing, slip cueing, or other techniques. A person who merely selects and plays recorded music from whatever source, shall, for purposes of this Agreement, be deemed a “music programmer,” and, their activities shall not be considered a DJ performance. Except for the activities of a music programmer as defined in this Agreement, Applicant shall not otherwise make use of a DJ in the premises. Only recorded music shall be played in Applicant’s summer garden area, and then only in accordance with the conditions and restrictions contained in section 5 below.

5. **Noise Mitigation and Restrictions.**

5.1. Applicant shall configure any and all speaker systems such as to minimize sound from being heard outside the premises (which premises includes the outside seating areas). No speakers will be allowed at the sidewalk café.

5.2 Applicant shall not make use of bass cabinets for the playing of music in the summer garden area.

5.3. Applicant shall not produce any sound, noise or music by use of any mechanical device, amplification system, or noise making or musical instrument, of such intensity that it may be heard in any residential premises, or within any outdoor area on any lot where a residential premises is located. The parties agree to cooperate in conducting noise level checks prior to the opening of the business to assure compliance with this subsection. In the event there shall be a violation of this subsection, Applicant shall take all steps necessary to prevent the repetition of such violation. The Applicant will take all reasonable steps necessary to mitigate noise emanating from mechanical equipment associated with the Applicant’s operations (e.g. air conditioning unit, grease fan)—including, if necessary, installing good sound-mitigating insulating material around the equipment to comply with D.C. regulations.

6. **Public Space and Trash.**

Applicant shall keep the sidewalk (up to and including the curb), tree box(es), curb, and alley 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.

Applicant agrees to minimize noise from end of the day clean-up. Commercial trash pick up in residential areas will only take place between 7 a.m.-9 p.m.

7. **Rats and Vermin Control.**

The 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 no garbage and odors are present the following morning.

8. **Security Cooperation in Stemming Illegal Drugs and Public Drinking.**

Applicant agrees that it shall take all necessary steps to minimize such problems, including, without limitation, 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 MPD and other enforcement officials when known or suspected drug activities occur.

9. **Notice**

Any notices required to be made under this Agreement shall be in writing and mailed by Certified Mail, return receipt requested, postage prepaid, to the Parties to this Agreement. Notice is deemed to be received upon mailing.

The parties may change the notice address listed below by written notice to the others. Failure to give notice shall not constitute waiver or acquiescence to the violation.

10. **Conditions of Liquor License.**

It is understood that the provisions of this Voluntary Agreement shall become a condition of the license. Failure of the Applicant to correct any violations of the conditions of the license within thirty (30) days of written notice of the violation, shall be grounds to request the Board to bring a Show Cause action against the Applicant.

11. **Modification.**

This Agreement may only be modified by the mutual agreement of the signatories hereto, or as otherwise provided by the Alcoholic Beverage Control statute.

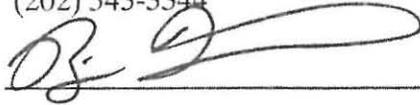
12. No Opposition to License.

ANC 6B supports the issuance of the License and shall not protest the application provided that this Voluntary Agreement is incorporated into the Board's order approving issuance of the license

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

ANC

Advisory Neighborhood Commission 6B
921 Pennsylvania Ave SE
Ste 305
Washington, DC 20003
Brian Flahaven, Chairperson
(202) 543-3344



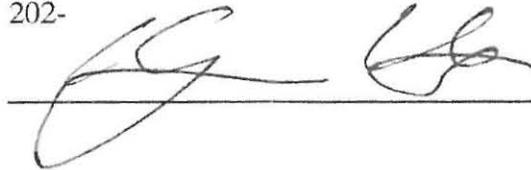
5/17/13

Signature

Applicant:

BALKAN CONCEPTS, LLC t/a AMBAR.

523 8th Street SE
Washington, DC 20003
Ivan Iricanini, partner
202-



Signature

 **ANC 6B**
Capitol Hill / Southeast

921 Pennsylvania Avenue SE
Suite 305
Washington, DC 20003-2141
202-543-3344 (office)
202-543-3507 (fax)
office@anc6b.org

Executive Director
Susan Eads Role

OFFICERS

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Brian Flahaven

Vice-Chair
Ivan Frishberg

Secretary
Philip Peisch

Treasurer
Brian Pate

Parliamentarian
Nichole Opkins

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SMD 4 *Kirsten Oldenburg*
SMD 5 *Brian Pate*
SMD 6 *Nichole Opkins*
SMD 7 *Sara Loveland*
SMD 8 *Chander Jayaraman*
SMD 9 *Brian Flahaven*
SMD 10 *Francis Campbell*

May 19, 2013

Ruthanne Miller, Chair
Alcoholic Beverage Control Board
2000 14th Street NW, Suite 400S
Washington, DC 20009

VIA E-MAIL: sarah.fashbaugh@dc.gov

RE: ABRA-090240, Ambar, 523 8th Street SE, License Renewal

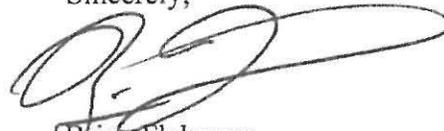
Dear Ms. Miller:

At its regularly called, properly noticed meeting on May 14, 2013, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 10-0 in support of the above-referenced request.

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

Please contact ANC 6B's Executive Director Susan Eads Role if you have questions or need further information. Thank you.

Sincerely,



Brian Flahaven
Chair

Enclosure