

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

**In the Matter of:** )

Balkan Concepts, LLC )  
t/a Ambar )

Applicant for a New )  
Retailer's Class CR License )

at premises )  
523 8th Street, S.E. )  
Washington, D.C. 20003 )

Case No. 12-PRO-00077  
License No. ABRA-090240  
Order No. 2013-008

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

Andrew Jared Critchfield, Chairperson, Advisory Neighborhood Commission (ANC) 6B

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

**ORDER ON VOLUNTARY AGREEMENT AND  
WITHDRAWAL OF PROTEST OF ANC 6B**

The Application filed by Balkan Concepts, LLC, t/a Ambar, for a new Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on October 15, 2012, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6B, have entered into a Voluntary Agreement (Agreement), dated November 13, 2012, that governs the operation 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 Andrew Jared Critchfield, on behalf of ANC 6B, are signatories to the Agreement.

**Balkan Concepts, LLC**  
**t/a Ambar**  
**Case No. 12-PRO-00077**  
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This Agreement constitutes a withdrawal of the Protest filed by ANC 6B.

Accordingly, it is this 4<sup>th</sup> day of January, 2013, **ORDERED** that:

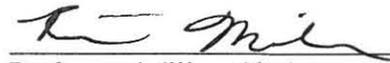
1. The Application filed by Balkan Concepts, LLC, t/a Ambar, for a new Retailer's Class CR License, located at 523 8th Street, S.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6B in this matter is hereby **WITHDRAWN**;
3. The above-referenced Voluntary Agreement submitted by the parties to govern the operations of the Applicant's establishment is **APPROVED** and **INCORPORATED** as part of this Order; except for the following modification

Section 10 (Conditions of Liquor License) – The following language shall be removed: “Failure of the Applicant to correct any violations of the conditions to 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.”

4. Copies of this Order shall be sent to the Applicant and ANC 6B.

**Balkan Concepts, LLC**  
**t/a Ambar**  
**Case No. 12-PRO-00077**  
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District of Columbia  
Alcoholic Beverage Control Board



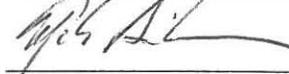
Ruthanne Miller, Chairperson



Nick Alberti, Member

\_\_\_\_\_  
Donald Brooks, Member

\_\_\_\_\_  
Herman Jones, Member



Mike Silverstein, Member

Pursuant to 23 DCMR § 1719.1 (April 2004), any Party adversely affected by this Order may file a Motion for Reconsideration within ten (10) days of service of this Order with the Alcoholic Beverage Regulation Administration, 2000 14<sup>th</sup> Street, N.W., Suite 400S, Washington, D.C. 20009

# ANC 6B

*Capitol Hill / Southeast*

921 Pennsylvania Avenue SE  
Suite 305  
Washington, DC 20003  
202.543.3344  
fax 202.543.3507  
office@anc6b.org

Executive Director  
*Susan Eads Role*

## OFFICERS

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*Andrew Jared Critchfield*

Vice-Chair  
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*Brian Pate*

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SMD 7 *Carol Green*  
SMD 8 *Neil Glick*  
SMD 9 *Brian Flahaven*  
SMD 10 *Francis Campbell*

November 15, 2012

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

Re: Balkan Concepts, LLC, 523 8<sup>th</sup> Street SE, ABRA—090240

Dear Ms. Miller:

At its regularly scheduled, properly noticed meeting on November 13, 2012, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 9-0 to support the new license for and approve a Voluntary Agreement (VA) with the above-referenced applicant. ANC 6B's protest is ended when the Alcohol Beverage Control Board issues its order approving the VA without change.

If there are questions, please contact ANC 6B's Alcohol Beverage Control Committee Chair Carol Green at 202-546-2051 or [carol6b07@anc6b.org](mailto:carol6b07@anc6b.org). Thank you.

Sincerely,



Andrew Jared Critchfield, Ph.D.  
Chair

Enclosure

## VOLUNTARY AGREEMENT

THIS VOLUNTARY AGREEMENT, made and entered into this 13<sup>th</sup> day of November, 2012 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 new Retailer's License Class C restaurant (ABRA 090240) 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, ANC 6B has protested the license application; and

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

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.

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  
Andrew Jared Critchfield, Chairperson  
(202) 543-3344



Signature

Applicant:

BALKAN CONCEPTS, LLC t/a AMBAR.

523 8<sup>th</sup> Street SE  
Washington, DC 20003  
Ivan Iricanin, partner  
202-



Signature