

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

In the Matter of:

Balkan Concepts, LLC
t/a Ambar

Application for Renewal of a
Retailer's Class CR License

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

Case No.: 16-PRO-00077
License No.: ABRA-090240
Order No.: 2016-595

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

Kirsten Oldenburg, Chairperson, Advisory Neighborhood Commission (ANC) 6B

BEFORE: Donovan Anderson, Chairperson
Nick Alberti, Member
Mike Silverstein, Member
James Short, Member
Mafara Hobson, Member
Jake Perry, Member

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

The Application filed by Balkan Concepts, LLC, t/a Ambar (Applicant), for renewal of its Retailer's Class CR License, having been protested, came before the Alcoholic Beverage Control Board (Board) for a Roll Call Hearing on July 11, 2016, and a Protest Status Hearing on September 21, 2016, in accordance with D.C. Official Code § 25-601 (2001).

The official records of the Board reflect that the Applicant and ANC 6B entered into a Settlement Agreement (Agreement), dated October 20, 2016, that governs the operation of the Applicant's establishment.

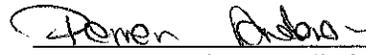
The Agreement has been reduced to writing and has been properly executed and filed with the Board. The Applicant and Chairperson Kirsten Oldenburg, on behalf of ANC 6B, are signatories to the Agreement.

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

Accordingly, it is this 26th day of October, 2016, **ORDERED** that:

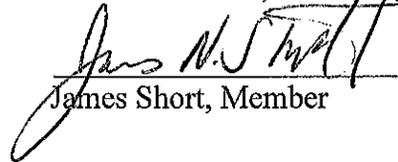
1. The Application filed by Balkan Concepts, LLC, t/a Ambar, for renewal of its Retailer's Class CR License, located at 523 8th Street, S.E., Washington, D.C., is **GRANTED**;
2. The Protest of ANC 6B in this matter is hereby **WITHDRAWN**;
3. The above-referenced Settlement Agreement submitted by the 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 previous Settlement Agreements between the parties; and
5. Copies of this Order shall be sent to the Applicant and ANC 6B.

District of Columbia
Alcoholic Beverage Control Board

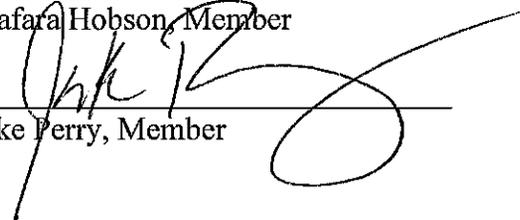

Donovan Anderson, Chairperson


Nick Alberti, Member

Mike Silverstein, Member


James Short, Member

Mafara Hobson, Member


Jake Perry, 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 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, 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).

**SETTLEMENT AGREEMENT BY AND BETWEEN
ADVISORY NEIGHBORHOOD COMMISSION 6B**

and
Balkan Concepts, LLC
d/b/a Ambar

Pursuant to this Settlement Agreement, ("Agreement"), by and between Balkan Concepts, LLC (d/b/a Ambar), ("Applicant"), and Advisory Neighborhood Commission 6B ("ANC6B"), effective as of the date of its adoption by ANC6B, the parties hereto hereby agree to be legally bound by the terms and conditions of this Settlement Agreement (SA) as it relates to conduct of business located at 523 8th Street, SE, Washington, DC 20003, ("Premises").

WHEREAS, Applicant has applied before the District of Columbia Alcoholic Beverage Regulatory Administration ("ABRA") to effect, and is seeking renewal of a Class "C" Restaurant License (ABRA-090240) ("License"); and,

WHEREAS, Applicant and ANC 6B are desirous of voluntarily entering into and mutually memorialize in this SA the terms and conditions upon which ANC6B has agreed to support Applicant's License, pursuant to the provisions of D.C. Code § 25-446, for the operation and maintenance of Applicant's business at the Premises in such a manner as to further promote the peace, order and quiet of the neighborhood as well as maintain security and sanitation of the alley immediately behind the Premises; and,

WHEREAS, this is intended to replace in its entirety any and 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. Agreement may only be modified by written agreement of all the parties or their successors, or otherwise in accordance with law.

NOW, THEREFORE, Applicant and ANC 6B 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 operation and alcoholic beverage service may be changed from time to time in Applicant's discretion, as may be otherwise permitted by its License, but in no event shall exceed or extend beyond the following:

Applicant's hours of Operation for the interior of the restaurant and the summer garden:

Sunday through Thursday:	9:00 a.m. – 2:00 a.m.
Friday and Saturday:	9:00 a.m. – 3:00 a.m.

Applicant's hours of Operation for the Sidewalk Cafe shall be as follows:

Sunday through Thursday:	9:00 a.m. – 11:00 p.m.
Friday and Saturday:	9:00 a.m. – 1:00 a.m.

Provided, however, (1) on days designated by the DC ABC Board as "Extended Hours for ABC Establishments," Applicant may serve alcoholic beverages for one additional hour solely as to inside sales and operations; (2) in the event the Council of the District of Columbia or the ABC Board grant licenses, in general, extended operating hours for particular event(s), Applicant may avail itself of such extended hours solely as to inside operations; and, (3) on January 1 of each year Applicant may serve alcoholic beverages and provide entertainment until 3:00 a.m. Applicant must submit, as required by regulation, any forms or document to the authorizing agency for such extended hours.

3. Requirements for Operation of Summer Garden. Applicant shall cause its Summer Garden outside dining area to be constructed and maintained with a solid, opaque wall at least eight (8) feet in height, for the entire circumference of its perimeter, with exception of a solid door to be used for emergency entrance and egress only, which shall be kept closed and secured at all other times. The rear-facing (west) wall of the Summer Garden shall maintain a solid opaque roof over extending at least eight (8) feet from the rear-facing wall. The remaining portion of the horizontal area above the Summer Garden shall be covered with lattice, vines, or similar material to reduce the transmission of sound beyond the Summer Garden area. In the event any person or persons utilizing the Summer Garden area are unduly loud or disruptive, Applicant shall cause such person(s) to relocate to interior space within the Premises.
4. Refuse Storage and Disposal. Applicant shall utilize and maintain rodent proof waste and trash containers (receptacles) at the rear of the Premises with sufficient capacity to store all non-grindable garbage and recyclable trash and non-recyclable waste.

Applicant agrees to adhere to the following conditions with respect to garbage and trash management, including disposal of and the sanitary maintenance of the exterior trash and recycling receptacles.

- a. Applicant shall contract with third party sanitation or waste management and recycling vendor(s) to collect garbage and non-recyclable waste four (4) days per week and recycling a minimum of four (4) days per week (or such more frequent schedules as may be necessary to prevent the receptacles from exceeding their capacity).
- b. No glass shall be placed in any exterior receptacle nor otherwise disposed between 10:00 p.m. and 7:00 a.m. except in bags. There shall be no dumping of bottles during these hours.
- c. Applicant shall not place any non-grindable garbage, recyclable and non-recyclable trash in any exterior trash receptacles in any manner that would prevent the full closure of the receptacle per its design. All receptacles (for garbage trash and waste) shall be secured with lids or otherwise remain closed and secured (as per their design) except while in the actual process of being filled or emptied. All garbage and/or

recyclable waste shall be placed in bags that shall be tied or otherwise sealed prior to depositing into receptacles.

- d. All receptacles used for grease, garbage, recyclable trash and waste shall be maintained in good repair and in safe and sanitary condition. Any damaged or leaking containers shall be promptly repaired or replaced, including but not limited to any bent or broken lids or means of closure.
- e. Applicant will daily check the full area around the trash receptacles and pick up or hose down any debris or liquid waste left behind after garbage, grease or recycling receptacles have been emptied.
- f. Garbage, grease and/or recycling spills shall be cleaned up as soon as practicable after they occur. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease.
- g. Should Applicant, during the term of this agreement, remodel the Premises to incorporate additional interior space in the rear of the building, Applicant shall provide interior storage space for grease and shall utilize such space for that purpose.

5. Noise Mitigation and Restrictions.

- a. Applicant shall configure any and all speakers 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.
- b. Applicant shall not make use of bass cabinets for the playing of music in the summer garden area.
- c. 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. 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 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. Rat and Vermin Control. Applicant shall maintain in force a contract for regular and recurring application of a plan for pest control that includes baiting or similar rodent abatement procedures for the Premises including any and all interior or exterior trash storage areas or receptacles and the exterior area immediately adjacent to the Premises, whether it be part of public or private space. Applicant shall not store or place foodstuffs, organic materials, or other consumable goods of any type outside the Premises prior to use. Any leak or spillage of grease shall be promptly cleaned utilizing standard industry practices such as solvents and power washing for such uncontained grease, and any damaged or leaking containers shall be promptly repaired or replaced.

7. Maintenance of Public Space Adjacent to the Premises. Applicant shall maintain the public space adjacent to and in front of the Premises (including but not limited to the Sidewalk Café) in a clean and orderly manner, and not cause or permit storage of any refuse, foodstuffs, perishable or odiferous materials in or adjacent to the Premises. The Applicant shall cause the area extending from the front door(s) to the curb and from the sidewalk café to the curb on the front of the Establishment to be regularly swept, and shall remove litter and debris on not less than a daily basis, weather permitting. Applicant shall regularly inspect and clean as necessary any public area adjacent to the rear of the Premises and keep such area free of trash, smoking materials, and other debris, and shall direct its employee to not utilize such area for smoking or other activities, nor to gather or congregate on public space in the alley during breaks or following work hours. If necessary, Applicant shall provide exterior receptacles for extinguishing and disposing of smoking materials, and such supplemental refuse disposal receptacles as may be reasonably required to contain and minimize public disposal of trash and litter originating from the Premises.
8. Notice of Alleged Violations. If and when ANC6B becomes aware of any apparent violations of this Agreement, ANC6B agrees to, whenever practicable and permitted by law or regulation and only to the extent that such alleged violation does not materially and immediately endanger the health and safety of the community and is not a recurring, continuing or chronic condition, provide written notice of such alleged violation to Applicant not less than five (5) business days prior to reporting such alleged violation to ABRA. If such alleged violation is corrected within this period, then ANC6B shall not report such alleged violation to ABRA.
9. Construction. Applicant will operate in compliance with all applicable DC laws and regulations. Any reference to specific laws and regulations in this Settlement Agreement is meant for informational purposes only. ANC 6B does not intend for a violation of any DC law or regulation to also be considered a violation of this Settlement Agreement.

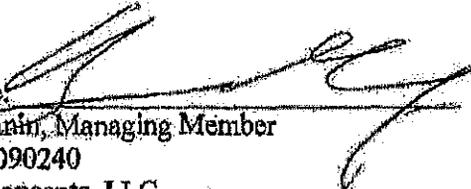
[SIGNATURE PAGE TO FOLLOW]

Settlement Agreement
10/10/2016

ANC 6B

IN WITNESS WHEREOF, the parties have affixed hereunto their signatures.

Applicant:

Signature: 

Ivan Ilicain, Managing Member
ABRA# 090240
Balkan Concepts, LLC
d/b/a Ambar
523 8th Street, SE
Washington, DC 20003

Date: 10/19/16

ANC6B:


Kirsten Oldenburg, Chairperson
Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003

Date: 10-20-16

ANC 6B

Capitol Hill / Southeast

921 Pennsylvania Avenue SE
Washington, DC 20003-2141
6B@anc.dc.gov
202-546-8542

October 21, 2016

OFFICERS

Chair
Kirsten Oldenburg

Vice-Chair
Nick Burger

Secretary
Daniel Chao

Treasurer
Diane Hoskins

Parliamentarian
Denise Krepp

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

VIA E-MAIL: abra.legal@dc.gov

RE: 16-PRO-00077, ABRA-090240—Ambar, 523 8th Street SE, Renewal of
Class C Restaurant License

Dear Chair Anderson:

At its regularly called, properly noticed meeting on October 11, 2016, with a quorum present, Advisory Neighborhood Commission (ANC) 6B voted 9-0-0 to withdraw its protest of and support the above-referenced request.

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

Please contact Commissioner Chander Jayaraman, ANC 6B's Alcohol Beverage Control Committee Chair, at 202-546-2609 or chander6B08@anc6b.org if you have questions or need further information. Thank you.

Sincerely,



Kirsten Oldenburg
Chair

Attachment

COMMISSIONERS

SMD 1 *Jennifer Samolyk*
SMD 2 *Diane Hoskins*
SMD 3 *James Loots*
SMD 4 *Kirsten Oldenburg*
SMD 5 *Steve Hagedorn*
SMD 6 *Nick Burger*
SMD 7 *Daniel Chao*
SMD 8 *Chander Jayaraman*
SMD 9 *Daniel Ridge*
SMD 10 *Denise Krepp*