

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

In the Matter of:)
)
Balkan Concepts, LLC)
t/a Ambar)
)
Applicant for Renewal of a)
Retailer’s Class CR License)
)
at premises)
523 8th Street, SE)
Washington, DC 20003)
)

Case No.: 25-PRO-00038
License No.: ABRA-090240
Order No.: 2026-338

Balkan Concepts, LLC, t/a Ambar, Applicant

Cameron Mixon, Counsel, on behalf of the Applicant

Samuel Pastore, Chairperson, Advisory Neighborhood Commission (ANC) 6B, Protestant

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

**ORDER ON AMENDMENT TO 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 and Cannabis Board (Board) for a Roll Call Hearing on June 9, 2025, and a Protest Status Hearing on July 16, 2025, 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 December 30, 2019, and approved by the Board on January 8, 2020, that governs the operations of the Applicant’s establishment. This matter comes

now before the Board to consider the Parties' Amendment to Settlement Agreement (Amendment), dated April 9, 2026, that governs the operations of the Applicant's establishment.

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

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

Accordingly, it is this 22nd day of April 2026, **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, SE, Washington, DC, is **GRANTED**;
2. The Protest of ANC 6B in this matter is hereby **WITHDRAWN**;
3. The above-referenced Amendment to 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. All terms and conditions of the original Settlement Agreement not amended by the Amendment, shall remain in full force and effect; 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: ac430b06c9d5f0e4b790003d1dccc8

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-B, 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).

ADDENDUM/AMENDMENT TO SETTLEMENT AGREEMENT

This Addendum/Amendment to Settlement Agreement (“Addendum”) is made as of 04 09, 2026, by and between Balkan Food Concepts, LLC t/a Ambar (“Licensee”) and Advisory Neighborhood Commission 6B (“ANC 6B”).

WHEREAS, Licensee has applied for the renewal of its Class “C” Restaurant License (ABRA-090240);

WHEREAS, there is an existing Settlement Agreement, dated January 8, 2020, between Applicant and ANC 6B (“Existing Agreement”); and,

WHEREAS, Licensee and ANC 6B are desirous of resolving the Protest of the License Renewal by entering into this Addendum, which shall add and/or modify certain terms to the Existing Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above, the parties agree as follows:

1. **Trash Storage:** Licensee shall store food waste in garbage bags in three (3) 90-gallon bins in an interior garbage room until each bin can no longer fit an additional full trash bag. Licensee need not place an additional full garbage bag in one of those bins if an additional full garbage bag would cause that bin to overflow or prevents its full closure. Once all the interior bins are full and can no longer accommodate an additional full garbage bag, Licensee may place food waste in an additional bin or bins (of a size recommended by its trash company), as are reasonably required to accommodate Licensee’s additional food waste needs (and if an additional garbage bag would cause any such exterior bin to overflow or prevents its full closure, Licensee may either utilize an additional bin or bins or substitute a larger bin to accommodate such additional food waste), and such bin(s) shall be locked when trash is not being deposited. To the extent the Licensee utilizes an external compactor, which it shall not be obligated to do, the Licensee may only use such compactor for recyclables and not food waste.
 - a. The terms of this section shall replace and supersede the terms of the first sentence of Section 5 of the Existing Agreement (“Applicant shall design, construct, maintain, and to exclusively utilize an interior trash storage room within the Premises to store all grease, and non-recycle trash garbage except in rare situations that could be reasonably recognized as beyond the control of the Establishment.”) and the second sentence of Section 5(b) of the Existing Agreement (“All remaining food trash/garbage will be stored in the interior trash room, but cardboard boxes and linens may be stored immediately behind the rear of the establishment.”), and both of the preceding sentences are hereby deemed deleted in their entirety. In addition, while this section makes reference to three

(3) 90-gallon bins, it is understood that the size and number of containers within the interior garbage room could change as long as at least the same amount of food waste could be contained in such substituted bin(s) as in three (3) 90-gallon bins.

2. **Garbage Pickup:** Licensee shall have trash picked up seven days per week. Licensee will provide proof of compliance to ABCA upon request.
 - a. The terms of this section shall replace and supersede the terms of Section 5(a) of the Existing Agreement which provided that the Applicant would contract with third party sanitation or waste management to collect garbage and non-recyclable waste six (6) days per week.
3. **Outdoor Trash Area Cleaning:** Licensee shall power wash the outdoor trash area daily every day the establishment is open for business.
4. **Pest Control:** Licensee shall provide rat baiting in the outdoor trash area as recommended by a licensed-pest control professional and will make invoices demonstrating that Licensee has retained a pest-control professional consistent with this Agreement available to ABCA upon request. Licensee will also cooperate with and provide access to the Department of Health Rodent Control Division Inspectors for any neighborhood inspections.
5. In the event of any conflict between this Addendum and the Existing Agreement, the terms of this Addendum shall prevail. Further, except as modified by this Existing Agreement, the terms of the Existing Agreement shall remain in effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

Applicant:

Signature: Uros Smiljanic Date: 3/11/2026

Signatory Name: Uros Smiljanic
ABRA #090240
Balkan Concepts, LLC t/a Ambar
523 8th Street, SE
Washington, DC 20003

ANC 6B:

Signature: Samuel Pastore Date: 4/09/26

Signatory Name: Samuel Pastore
Advisory Neighborhood Commission 6B
921 Pennsylvania Avenue, SE
Washington, DC 20003