

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

In the Matter of:

KVIC Restaurant Bar, LLC
t/a KVIC Restaurant Bar

Applicant for a New
Retailer's Class CT License

4900 Georgia Avenue, NW
Washington, DC 20011

Case No.: 26-PRO-00032
License No.: ABRA-134720
Order No.: 2026-511

KVIC Restaurant Bar, LLC, t/a KVIC Restaurant Bar, Applicant

Vince Micone, Chairperson, on behalf of Advisory Neighborhood Commission (ANC) 4E,
Protestant

BEFORE: Donovan Anderson, Chairperson
Silas Grant, Jr., Member
Ryan Jones, Member

**ORDER ON SETTLEMENT AGREEMENT AND
WITHDRAWAL OF ANC 4E'S PROTEST**

The Application filed by KVIC Restaurant Bar, LLC, t/a KVIC Restaurant Bar (Applicant), for a New Retailer's Class CT License, was protested by ANC 4E.

The official records of the Board reflect that the Applicant and ANC 4E have entered into a Settlement Agreement (Agreement), dated May 15, 2026, 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 Vince Micone, on behalf of ANC 4E, are signatories to the Agreement.

This Agreement constitutes a withdrawal of the Protest filed by ANC 4E.

Accordingly, it is this 20th day of May 2026, **ORDERED** that:

1. The Application filed by KVIC Restaurant Bar, LLC, t/a KVIC Restaurant Bar, for a New Retailer's Class CT License, located at 4900 Georgia Avenue, NW, Washington, DC, is **GRANTED**;
2. The Protest of ANC 4E in this matter is hereby **WITHDRAWN**;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; and
4. Copies of this Order shall be sent to the Parties.

District of Columbia
Alcoholic Beverage and Cannabis Board

eSigned via SeamlessDocu.com

Key: ac43cb06b69d5f094b730093d1dccc8

Donovan Anderson, Chairperson



Silas Grant, Jr., Member

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).



ADVISORY NEIGHBORHOOD COMMISSION 4E
Government of the District of Columbia

4E01 – Nikki Jones, Treasurer
4E02 – Vince Micone, Chair
4E03 – Maria Barry
4E04 – Hal Gordon
4E05 – Camille McAdams, Vice-Chair
4E06 – Julianna Gonen, Secretary

COOPERATIVE AGREEMENT

This Cooperative Agreement ("Agreement") is made this 15 day of May, 2026, by and between KVIC Restaurant Bar ("Applicant"), located at 4900 Georgia Ave NW, Washington, DC 20011 (ABRA-134720), and Advisory Neighborhood Commission 4E ("ANC 4E"), collectively referred to as the "Parties."

WHEREAS, the Applicant has applied for a Retailer's Class "C" Tavern License which includes endorsements for Dancing, Entertainment, and Cover Charge for the premises located at 4900 Georgia Ave NW;

WHEREAS, the location has been an empty storefront for over two years, and residents of 8 residences in the direct neighborhood have expressed their support for the new business;

WHEREAS, ANC 4E is withdrawing its past protest which had been filed due to an inability to contact the Applicant in the past;

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

WHEREAS, in lieu of a protest filing by the ANC, the Parties are desirous of entering into a Cooperative Agreement pursuant to D.C. Official Code § 25-446 for the operation and maintenance of the Establishment in such a manner as to minimize the effect of the establishment within the ANC on peace, order, and quiet, including the noise and litter provisions set forth in §§ 25-725 and 25-726 and to eliminate the need for a Protest Hearing regarding the license application;

WHEREAS, the Parties have agreed to enter into this Agreement and request that the Alcoholic Beverage and Cannabis Board ("ABC Board") approve Applicant's license application conditioned upon the Applicant's compliance with the terms of this written Agreement; 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. The Parties agree that any substantial change in operations is considered of great concern to the community which they may bring to the attention of the ABC Board.

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. **HOURS OF OPERATION:** Applicant agrees that the hours of operation for KVIC shall not exceed Sunday: 12:00 p.m. – 12:00 a.m, Monday through Thursday 12pm – 2am, and Friday and Saturday 12pm - 3am. Applicant further agrees that the hours of live entertainment shall not exceed Sunday: 9:00 p.m. – 12:00 a.m, Monday through Thursday 9pm – 2am, and Friday and Saturday 9pm - 3am.
2. **NOISE AND ENTERTAINMENT CONTROL:** Applicant shall not present any amplified sound, recorded music, or live entertainment on the sidewalk outside of the building. Soundproofing of the walls shall be maintained in order to minimize impact on nearby residences. Applicant agrees to comply with all D.C. noise ordinances and will take reasonable steps to prevent sound spillover into the surrounding residential neighborhood.
3. **TRASH, LOADING, AND OPERATIONS:** Applicant agrees to conduct trash removal, recycling,

loading, and unloading activities only during reasonable hours so as to minimize disruption to the surrounding residential neighborhood. Applicant further agrees to ensure that:

- a. Trash and recycling are stored and removed in a manner that prevents litter, odor, and nuisance conditions;
 - b. Deliveries, loading, and equipment transport occur at reasonable daytime or early evening hours whenever possible; and
 - c. Staff monitor the area surrounding the establishment to ensure that public space remains clean and orderly.
4. **COMMUNITY LIAISON:** Applicant agrees to designate a point of contact who will respond to community concerns in a timely and respectful manner. Applicant shall provide ANC 4E with up-to-date contact information and will make good-faith efforts to resolve issues raised by the community.
 5. **NOTICE AND OPPORTUNITY TO CURE:** In the event that any of the Parties is in breach of this Agreement, it shall be entitled to reasonable 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 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 within 30 days diligently pursue such cure) failure shall constitute a cause for filing a complaint with the ABC Board pursuant to D.C. Official Code § 25-446.
 6. **SUPPORT FOR EXPEDITED LICENCE:** Upon execution of this Agreement and its acceptance by the Alcoholic Beverage and Cannabis Board, ANC 4E agrees to support expedited consideration.
 7. **WITHDRAWAL OF PROTEST:** Upon execution of this Agreement and its acceptance by the Alcoholic Beverage and Cannabis Board, ANC 4E agrees to withdraw its protest of the license renewal application.

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

KVIC Restaurant Bar, LLC

By: _____

Name: Victor Contreras

Title: Owner

Date: 05/15/2026

Advisory Neighborhood Commission 4E

By: _____

Name: Vince Micone

Title: Chairperson

Date: 5/15/26