



Advisory Neighborhood Commission 1C
PO Box 21009, NW, Washington, DC 20009

June 3, 2022

Donovan Anderson, Chair
ABC Board
2000 14th Street, NW, Suite 400
Washington, DC 20009
Sent by attachment to abra.legal@dc.gov

RE: Johnny Pistola's SA First Amendment

Dear Chair Anderson:

At a duly noticed public meeting held on 6/1/2022, with a quorum present, Advisory Neighborhood Commission 1C voted (6-0) to support the First Amendment to the Settlement Agreement for Johnny Pistola's.

Thank you,

Fiona Clem
Chairperson, ANC 1C

cc: Jonathan Askarinam, askarinam.jonathan@gmail.com
Denis James, denisjames@verizon.net

Commissioners: Howard Bauleke, 1C01; Vacant, 1C02; Peter Wood, 1C03; Meghan Faulkner, 1C04;
Deb Felsenthal, 1C05; Ben Butz, 1C05; Jake Faleschini, 1C07; Fiona Clem, 1C08

FIRST AMENDMENT TO SETTLEMENT AGREEMENT CONCERNING LICENSE TO SELL ALCOHOLIC BEVERAGES

This first amendment to the in-force Settlement Agreement between Advisory Neighborhood Commission 1C, (ANC 1C), the Kalorama Citizens Association, (KCA) and the Applicant, Zinat, Inc., 2333 18th Street, NW, ABRA License number 06041, is made this 1st day of June, 2022.

The original Settlement Agreement was approved by the DC ABC Board on October 23, 2013 by Board Order number 2013-457. At the time of that approval, the establishment was using the trade name Carriage House Pub. Since then, the owners have changed the trade name to Johnny Pistola's.

At the time of the original approval of the Settlement Agreement, the neighborhood group, Reed Cooke Neighborhood Association (RCNA) was a party to the agreement. At this time they are inactive.

The purpose of this amendment is to replace Provision 5 in it's entirety, with the new Provision 5 directly below.

New Provision 5.

Applicant's Entertainment Endorsement will be limited only in the ways described below.

Applicant agrees to use a "clicker" at the front door to ensure compliance with the C. of O. of 192.

There shall be no cover charge for entry into the restaurant, with the exceptions that are listed below.

a.) Private parties such as birthday, anniversary, office, retirement, etc., may be held on the second floor, or on the first floor at the downstairs back bar, and not be open to the general public, but only those associated with the event. Any form of entertainment is permitted during such events in that section of the establishment. There shall not be a cover charge for such events.

b.) Fundraisers for non-profits, political causes, watch parties, or political candidates, shall be held on the second floor. Any form of entertainment is permitted during such events in that section of the establishment. A cover charge is permissible for such events.

c.) The Applicant may institute a cover charge for Pay Per View sports events. Such events will take place on the second floor in the normal course of operation.

d.) Regardless of what type of event may be occurring on the second floor, if there is a need to reduce seating and tables for the event, there shall still be adequate seating provided for those who wish to be seated and/or dine.

Seating including tables and chairs shall remain in place throughout the first floor in the normal course of operation, and on both floors when there is no event such as those listed in this new provision 5 taking place.

e.) In the normal course of operation, live bands shall perform on the second floor, with the exception that Applicant may feature live bands on the first floor up to 12 times per year. Additionally, pay per view events may take place on the first floor up to 12 times per year. During such events, Applicant may reduce the number of tables and chairs, but there shall always be adequate seating for those who wish to be seated and/or dine.

In total, Applicant may feature live bands at the establishment up to 60 times per year.

f.) Applicant agrees to keep a continuous log book, either written on paper, or on an electronic device containing information on the types of entertainment discussed in this section, to include the type of event; the date and time of the event; its duration; the name of the performer; whether there shall be a cover charge, and in the case of the events listed in a) b) or c) (if applicable) the name of the group using the space and a contact. Applicant agrees to make this log available to any ABRA investigator or MPD officer upon request.

g.) Applicant shall manage and be responsible for all types of entertainment listed in this section, and shall not turn over control of any part of the restaurant to event or entertainment promoters.

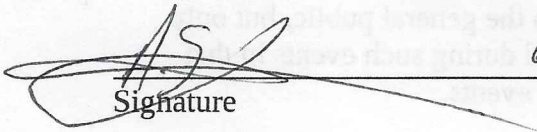
h.) There is no prohibition on dancing at the restaurant, but Applicant agrees that the restaurant shall not become a dance club or advertise itself as a dance club or dance destination.

i.) Entertainment at the restaurant shall end 30 minutes before the closing hours listed in Provision 2 of this agreement.

j.) Applicant will ensure that none of the entertainment activities listed in this section shall disturb the peace, order, and quiet of the community, or be heard in any residential living unit nearby.

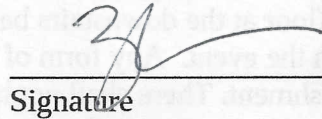
For Zinat, t/a Johnny Pistola's

Mahnaz Asharriam
Please print name and title


 6/11/22
Signature Date

For ANC 1C

Fiona Clem, Chairperson, ANC 1C
Please print name and title

 6/3/2022
Signature Date

For KCA


Denis James, President 6-1-22
Date