



**DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO  
LIQUOR LICENSEE AMENDED PLAN OF OPERATION  
AND NUISANCE ABATEMENT PLAN**

**Licensee:** Golden Mile Hotels, LLC  
DBA: Eurostars Magnificent Mile

**Premises:** 660 N. State Street, Floors 1-26  
Chicago, IL 60654

**License Type:** Consumption of Premises – Incidental Activity (1475); Outdoor Patio (1477)  
Public Place of Amusement (1050); Regulated Business License (Hotel)

Pursuant to City of Chicago Municipal Code (“M.C.C.”) Sections 4-60-040 (h), 4-156-311(d)(3)(A), the Department of Business Affairs and Consumer Protection (“BACP”) / Local Liquor Control Commission (“LLCC”) of the City of Chicago (collectively, the “City”) and the above-named Licensee agreed to the issuance of Consumption on Premises – Incidental Activity, Outdoor Patio and Public Place of Amusement licenses under the conditions outlined in the Plan of Operation, dated October 9, 2019. Subsequently, pursuant to M.C.C. Section 4-4-313, the City and the Licensee have agreed to this Amended Plan of Operation and Nuisance Abatement Plan to assure that the operation of the licensed premises will not cause a public nuisance, under the following conditions:

**Occupancy Limit:**

1. While the Premises are in operation, Licensee shall monitor both the interior of the Premises and the outdoor patio and shall not allow the number of persons to exceed the occupancy limit certified by the Department of Buildings and as set forth on the respective occupancy placards for those areas. Occupancy limits for rooms shall be posted conspicuously on placards that are visible and in plain view in all common areas, including, but not limited to the lobby, the outdoor patio, and on each floor.

**Hours of Operation for Outdoor Patio:**

2. The existing Outdoor Patio license at the 26th floor lounge will cease operation at 11:00 p.m. on Sunday through Thursday and 12:00 a.m. on Friday and Saturday.

**Noise level and Community Concerns:**

3. The Licensee agrees to monitor noise levels emanating from the premises to ensure compliance with Chicago Environmental Noise Ordinance. The doors to the outdoor patio shall remain closed at all times after 7:00 pm or when music is playing in the interior of the premises, other than ambience background music.

At no time will the Licensee play any live or amplified music on the outdoor patio, and any televisions located on the outdoor patio shall be operated on a "mute" setting. Licensee agrees to comply with applicable provisions of Chapter 8-32 of the Municipal Code.

4. While the Premises are in operation, Licensee shall have an on-site manager who will monitor music noise levels emanating from the Premises and shall take reasonable action to alleviate and abate any excessive noise including music or bass emanating from the Premises. Licensee shall provide a working phone number for its on-site manager to all residents of buildings near 660 N. State, including but not limited to the buildings located at 33 W. Huron, 630 N. State, 2 E. Erie, and 10 E. Ontario. Licensee shall do so by contacting the management companies, condominium associations, and/or any other relevant building groups associated with those buildings, to ensure that the information is sufficiently disseminated amongst all residents. Licensee shall also provide a working phone number for its on-site manager to the River North Residence Association (RNRA) and the Magnificent Mile Association. The manager shall timely respond to all complaints received.
5. **Monitor Exterior of Premises.** Licensee shall regularly monitor the exterior area around the Premises during all hours of operation and address, abate noise, loitering and littering complaints about Licensee's patrons or employees and manage any outside lines or activity directly adjacent to the exterior of the Premises.

**Lighting:**

6. The Licensee agrees to monitor strobe lights and other flashing lights to minimize disturbances to residents. These lights shall never break the plane of the windows facing 660 N. State. Licensee agrees to place a curtain or other barrier so as to diffuse any professional photography or lighting pointed from 660 N. State.

**Smoking:**

7. Licensee shall enforce all applicable City and State non-smoking laws as they relate to both the interior and the exterior of the Premises. Licensee agrees to post an area within 15 feet of

the door on the outdoor patio depicting the area for "No Smoking" per the City of Chicago Municipal Code.

**Covid-19:**

8. Licensee shall enforce all applicable City and State Covid-19 restrictions and social distancing requirements that relate to the operation of the Premises for as long as they remain in effect.

**Room Rentals & No Parties/No Gun Policies:**

9. Licensee shall only allow payment for room charges with credit cards with a security chip. No payments will be accepted in cash or with a credit card without a chip.
10. Licensee shall require all guests to register at the front desk and sign "no party policy" and "no gun policy" documents approved by the BACP in order to obtain a room at the hotel. Licensee shall keep all signed "no party policy" and "no gun policy" documents and provide copies to the Chicago Police Department ("CPD") and BACP immediately upon request. Licensee's "no party policy" and "no gun policy" are attached to this Amended Plan of Operation and Nuisance Abatement Plan as Exhibits "1" and "2", respectively.

**Room Balconies:**

11. Licensee shall prohibit all room balconies from being used by hotel guests by making said balconies inaccessible.

**Basset Certification:**

12. The Licensee agrees that all security staff, bartenders, and serving staff will complete Basset Training, and certificates will be provided to BACP / Local Liquor Control Commissioner.

**CAPS AND Community Meetings:**

13. Licensee agrees to attend regular CAPS beat meetings and CAPS hospitality meetings and agrees to set up and or attend meetings with Alderman, police commander and community residents or groups to discuss any problematic concerns regarding the operations of the business including activities at the outdoor patio.

**Staff Reporting Policy:**

14. Licensee shall have a written “staff reporting policy” in place, approved by the BACP, that encourages all staff to report any and all illegal activity observed, as well any weapons, weapon accessories, and/or any illegal drugs discovered on the licensed premises, to hotel management. Licensee’s “staff reporting policy” is attached to this Amended Plan of Operation and Nuisance Abatement Plan as Exhibit “3”.

**Cooperation with CPD and BACP:**

15. **Notifying and Cooperating with CPD.** Licensee shall notify CPD of any illegal activity viewed in and around the Premises and shall cooperate with CPD in connection with any investigations related to such illegal activity, including, but not limited to, signing complaints and appearing in court, providing video surveillance, and providing any records requested by CPD. Licensee shall produce all video surveillance requested by CPD immediately upon request. Licensee shall also produce copies of all signed “no party policy” and “no gun policy” documents requested by CPD immediately upon request. Licensee shall produce all other records requested by CPD within twenty-four (24) hours.

Licensee has designated Patricia Cereijo as the primary point of contact for communications with CPD.

16. **Cooperating with BACP.** Licensee agrees that in the event BACP receives a complaint regarding the Premises, Licensee shall cooperate fully with any investigation, including, but not limited to, providing video surveillance, and providing any records requested by BACP. Licensee shall produce all video surveillance requested by BACP immediately upon request. Licensee shall also produce copies of all signed “no party policy” and “no gun policy” documents requested by BACP immediately upon request. Licensee shall produce all other records requested by BACP within twenty-four (24) hours.
17. **Participation in Smart911 Service.** Licensee shall participate in the City of Chicago’s Smart911 service, whereby Licensee shall provide information for 9-1-1 and other first responders to have for use in the event of an emergency.
18. **Participation in OEMC Private Sector Camera Initiative.** Licensee shall participate in the City of Chicago’s Private Sector Camera Initiative. In doing so, Licensee shall link any exterior cameras it possesses as part of its video surveillance system, to the City of Chicago’s Office of Emergency Management and Communications (OEMC) unified video surveillance network.

19. **Duty to Report Weapons.** Licensee has a specific duty to notify CPD whenever any weapons (guns, knives, etc.) and/or weapon accessories (ammunition, etc.) are observed on anyone leaving, entering, or otherwise found on the Premises.

**Kitchen Operations:**

20. Licensee agrees to keep the kitchen open during all hours that the restaurants are open to the public and Licensee shall offer food preparation and service to all patrons.

**Security:**

21. **Emergency Exits and Stairwells.** All emergency exits and stairwells shall be alarmed to prevent unauthorized access or propping open emergency exit doors.
22. **Elevator and Hotel Guest Rooms.** Licensee shall take reasonable measures to (i) limit elevator access by installing a room key elevator activation system, (ii) limit entry to the hotel rooms to registered hotel guests only, (iii) prohibit hotel guests from hosting parties in guest rooms, (iv) prevent the number of guests in any hotel room from exceeding legal occupancy limits, and (v) require a credit card security deposit for each stay.

Except for handicapped guests, Licensee shall block access to the elevator from the ground floor to require all hotel guest and visitors to go to the lobby where the front desk and security personnel can monitor who is entering the hotel and allow access to the hotel rooms to registered guests only.

23. **Lighting.** Licensee shall place adequate lighting on the patio areas and on all areas of the building where there are entrances and exits.
24. **Security System.** Licensee shall have an operational security system in place to monitor staff and patron interaction at the Premises. Licensee shall have a staff member solely dedicated to monitoring this video surveillance system at all times that the Licensee is open and operating, to ensure security at the Premises. The staff member hired to monitor the video surveillance system is separate and in addition to the security personnel required by Paragraphs 24 through 26 of this Amended Plan of Operation and Nuisance Abatement Plan. There will be cameras at various locations throughout the premises and Licensee will preserve all camera recordings on system for at least thirty (30) days after recording. All camera recordings will be made immediately available to CPD upon request.

**Security Personnel:**

25. Licensee agrees to retain the services of a licensed and bonded security company to provide security in the Premises, as follows: one (1) security guard shall be on duty seven days a week 24 hours a day, with three (3) additional security guards or off duty police officers on duty seven days a week from the hours of 6:00 p.m. to 5:00 a.m. The three (3) additional security guards or off duty police officers mentioned in this paragraph shall continuously check/monitor the various hotel floors, while the one (1) main security guard shall remain posted in the lobby.

All security personnel shall take reasonable steps relating to patrons entering the premises to manage any outside lines and will make it a priority to prevent the entry of intoxicated and disorderly patrons and shall regularly monitor and patrol the interior and exterior of the Premises, restrict access to the hotel rooms to registered guests only and carry out such other responsibilities reasonably necessary to ensure the safety and well-being of hotel guests, visitors, and staff.

All security personnel shall wear clothing clearly identifying them as "security". Licensee shall provide security guards or off duty police officers access to the hotel video surveillance system in order for the security guards and off duty police officers to carry out such duties.

Licensee's guest service staff shall remain proactively engaged with any hired security personnel to effectively prevent, identify, and address any and all relevant security concerns.

26. **Additional Rooftop Security.** Whenever the rooftop area is open, otherwise available, and/or being used by guests or other patrons in any way, Licensee shall hire and position an additional security guard or off duty police officer on the rooftop to ensure that items are not thrown from the building, and to otherwise monitor the area. The rooftop security guard or off duty police officer is separate and in addition to any security personnel required by Paragraph 24 or any other paragraphs of this Amended Plan of Operation and Nuisance Abatement Plan.
27. **Special Events & Holidays.** For special events and Holidays such as New Year's Eve or St. Patrick's Day, Licensee shall increase security staffing on an as needed basis when Licensee expects an increase in occupancy of the Premises by patrons or hotel guests. Licensee shall hire at least one (1) additional security guard or off duty police officer per every 100 additional patrons or hotel guests that are expected over normal operations. Licensee shall notify CPD of any special event or Holiday plans and/or events, and cooperate with CPD to ensure a safe environment is maintained.

**Public Place of Amusement License:**

28. The Licensee shall use the Public Place of Amusement License for the following: raising money for non-profit or charitable organizations, political functions, goodwill events, pre-paid food and beverage packages promoted in advance by Licensee, viewing of sporting events, and corporate bookings or buyout events solely managed and run by Licensee's staff (bartenders, servers, hosts and security), and under the following conditions:

- a. Licensee will not operate the Premises as a nightclub or dance club, or operate with a nightclub atmosphere.
- b. Licensee will not employ, hire, contract, work with, or otherwise have any event take place at the Premises that involves a "Guest DJs".
- c. Licensee shall not employ or use so-called "promoters" or unlicensed persons or entities to market or promote any entertainment activities conducted at the premises.
- d. Licensee may employ live bands, acoustic or amplified musicians.
- e. Licensee may employ disc jockeys, including for private and charitable events.
- f. Licensee may install or otherwise designate a dance floor upon the Premises when conducting an event.
- g. Licensee shall not charge a cover or any other fee for entrance into the Premises, unless conducting a ticketed or charitable event.
- h. Licensee shall notify the 42nd Ward Alderman's Office and the 18th District's Chicago Police Department via email in advance of any public, ticketed event, excluding charitable or private functions.

**Right to Request Changes:**

29. Licensee shall have the right to request changes to this Amended Plan of Operation and Nuisance Abatement Plan, beginning six (6) months following its date of execution. Licensee shall submit any such requests to the BACP. Licensee agrees that this Amended Plan of Operation and Nuisance Abatement Plan cannot be modified or amended without input from the 42nd Ward Alderman and the 18th District's Police Commander. Licensee understands that any and all changes to this Amended Plan of Operation and Nuisance Abatement Plan are subject to the final approval of the BACP.

The conditions of this liquor license are legally binding and may be enforced by the City of Chicago enforcement authorities under M.C.C. §§ 4-60-040(h). All other conditions of the license are governed by the City of Chicago Municipal Code. Violation of the above stated conditions may

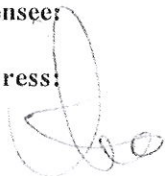
result in the imposition of a fine and/or suspension or revocation of all business licenses issued to the licensee. Violation of the above stated conditions may also result in the issuance of cease and desist orders prohibiting the activity which violates the conditions of the liquor license.

The conditions of the business licenses issued pursuant to this Amended Plan of Operation and Nuisance Abatement Plan shall apply to the business address and Licensee and to all officers, managers, members, partners and direct or indirect owners of the licensed entity of which is licensed. The sale of the Licensee to other persons purchasing the stock of the licensed entity shall be subject to the same conditions set forth in this Amended Plan of Operation and Nuisance Abatement Plan. Any and all potential new owners of the licensed entity shall be subject to the same conditions set forth in this Amended Plan of Operation and Nuisance Abatement Plan.


It shall be the duty of every person conducting, engaging in, operating, carrying on or managing the above-mentioned business entity to post this Amended Plan of Operation and Nuisance Abatement Plan next to the business license certificates in a conspicuous place at the business address.

Licensee: **Golden Mile Hotels, LLC**

Address: **660 N. State Street  
Chicago, Illinois 60654**

  
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Amancio Lopez Seijas  
Golden Mile Hotels, LLC

8/30/2021  
Date

  
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Shannon Trotter, Commissioner  
Local Liquor Control Commissioner  
City of Chicago



## NO PARTY POLICY

At the Eurostars Magnificent Mile Hotel ("Hotel"), we are committed to providing a safe and peaceful place for the well-being of our guests, visitors, and employees. As such, WE STRICTLY ADHERE to this policy. All our guests are required to read and understand the following rules prohibiting parties in guest rooms, and every guest must sign his or her name in the space provided below to acknowledge that he or she agrees to comply with these rules:

At check-in we will charge a refundable deposit of \$\_\_\_ to your credit card. The deposit and room charges shall become nonrefundable if any of the following situations occur:

- Other guests are disturbed due to excessive noise emanating from your room;
- The number of guests in your room is more than the allowed number;
- You have any non-registered guests on the property after 11 pm;
- Visitors are found in your room while you are not there.

Hotel reserves the following rights:

- To ask you and your visitors to vacate the premises, in which case you will forfeit the deposit and room charges.
- To request picture identification of all guests and they must be registered at check-in.
- To enter all rooms at the Manager on Duty's discretion.
- To charge the credit card of any room damages.
- To notify the Chicago Police Department:
  - o if there is no immediate full cooperation at any given time
  - o if illegal substances are present
  - o if minors are in possession of alcohol
  - o and other incidents that require police' assistance.

I have read and understood all policies and procedures listed above and agree rental of the room is conditional upon abiding by the policies of the Hotel. This agreement is the first and only warning. By signing the form, I consent to any action which may be necessary to evict me from the property and/or hold me financially responsible as noted above, if the policies and procedures are not followed.

**Exhibit 1**

## Weapons Policy

The Eurostars Magnificent Mile Hotel ("Hotel") is committed to providing an environment that is free from **weapons** including firearms, explosives, pepper spray, tasers, knives, and other **weapons**.

While on Hotel **premises**, guests, visitors, and employees may not possess any **weapons**, firearms, or other items that are a **weapon**. This applies regardless of any state-granted permit to carry firearms.

The only people permitted to carry a firearm or other **weapon** on Hotel **premises** are the Hotel's security officers or on-duty police officers engaged in official duties for the Hotel or the City of Chicago.

If you know of a guest, visitor, or employee who is violating Hotel **policies** prohibiting possession of firearms or **weapons** while on Hotel **premises** or at the Hotel, please Contact the front desk by dialing [ ] from any Hotel phone, or 312 [ ].

## EMPLOYEE REPORTING POLICY

The Eurostars Magnificent Mile Hotel (the "Hotel") requires all guests, visitors, managers and employees to comply with federal, state and local laws regarding the use or possession of weapons<sup>1</sup>, the use or possession of illegal substances, and health and safety, including rules relating to the COVID-19 pandemic.

In order to maintain the health and safety of our guests, visitors and employees, we rely on our staff to identify and report to a manager any violations of the law ("Violations"). Under no circumstances, however, should any employee take any unnecessary risk or compromise their health or safety. For example, no employee should confront an individual who may be carrying a loaded firearm or other deadly weapon. If you suspect an individual to be carrying a weapon in violation of this policy, or that a guest has a weapon in his or her room, do not confront the individual. Similarly, if you suspect that a guest is in possession of or using illegal substances, or if you observe someone violating regulations relating to COVID-19 safety, no employee should put themselves in danger. If you observe or suspect a Violation, contact the manager on duty or a security officer instead and explain the reasons behind your suspicions. If you become aware of an imminent violent act or threat of an imminent violent act, immediately contact appropriate law enforcement, then contact the manager on duty or a security officer.

Your report should be as detailed as possible, including the names of all individuals involved and any witnesses.

The Hotel will directly and thoroughly investigate all reports about Violations and will take prompt corrective action. The Hotel reserves the right to contact law enforcement, if appropriate.

### **No Retaliation or Discrimination**

The Hotel prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting Violations of this policy or cooperating in related investigations.

The Hotel is committed to enforcing this policy. However, the effectiveness of our efforts depends largely on employees telling us about any Violations on premises. Employees who become aware of a Violation of this policy should report it immediately. If employees do not report Violations, the Hotel may not become aware of them and may not be able to take appropriate corrective action.

### **Administration of this Policy**

The General Manager is responsible for the administration of this policy. If you have any questions regarding this policy or if you have questions that are not addressed in this policy, please contact the General Manager.

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<sup>1</sup> Weapons include guns, knives, mace, explosives, any object defined as a dangerous weapon by state or federal law, and any item with the potential to inflict harm that has no common purpose.