

AMENDED AGREED PLAN OF OPERATION

Licensee:

Sheffield Chicago, LLC

D/b/a: Barcocina

Member (s): John Durkin and Michael Mastellone

Premises:

2901 North Sheffield Avenue

Chicago, Illinois 60657

Licenses:

Consumption on Premises - Incidental Activity Liquor license and Public Place of

Amusement License

Account #:

391052

Site:

1

The City of Chicago Department of Business Affairs & Licensing / Local Liquor Control Commission (BACP/LLCC) and the above named licensee have agreed to the following license conditions concerning the operation of the business:

- 1. Licensee will operate as a restaurant with consumption of food on the premises. Licensee agrees not to operate the business as a sports bar, lounge, or night club. The Licensee has no plans to sell/transfer the license to any sports bar, night club or lounge or similar type business which does not operate or primarily use its liquor license for a restaurant.
- 2. Licensee agrees that live entertainment is limited to the interior of the premises and the sound levels at the establishment will stay with in all City of Chicago laws and codes. Furthermore, when providing live entertainment, Licensees shall close all windows and doors. This includes the doors used for ingress and egress which must be closed immediately upon the entering or exiting of the business by staff or customers. All doors and windows shall be closed by 10 p.m. to prevent sound from emitting to the street. Licensee will make reasonable efforts to contain sound in the space, as needed, to prevent noise leakage.
- 3. Licensee agrees that any live entertainment will be fully licensed per the City of Chicago rules and regulations. Further, the licensee agrees that any live music such as musicians or a band will be confined to the rear of the restaurant in the area designated for banquets or parties while these events are occurring. The Licensee may have music in the restaurant.



- 4. Licensee agrees to not have a dance floor in the restaurant or move tables in the restaurant to create a dance floor. Dancing may be permitted in the rear of the restaurant for a private events or parties in the banquet room.
- 5. Licensee agrees to train all staff who may serve alcoholic beverages with BASSETT or TIPS training and that all staff is certified in this training. License agrees any future staff would be subject to training as a condition of their employment and that new employees be BASSETT trained and certified within two weeks (2) of their new employment.
- 6. Licensee shall be the best neighbor it can be, complying with all city of Chicago laws, rules and regulations, including but not only pertaining to occupancy of the premise, noise and smoking laws.
- 7. Licensee shall, within one hour of closing of the operation of the restaurant, clean up the area in front of the licensed premises and the surrounding area of the property. No bottles will be dumped after 10:00p.m. or before 7:00 a.m.
- 8. Licensee agrees to provide a designated smoking area in relation to its restaurant which will have either signage or some form of a notice to patrons that this is the smoking area. Licensee further agrees to supervise and clean this area.
- 9. Licensee shall not to apply for a Tavern License.
- 10. Licensee shall not to apply for a late night hour license.
- 11. Licensee agrees to consult with CLVN when they request a sidewalk cafe license including attending a CLVN meeting and provide the required documents to support their request.
- 12. Licensee shall take steps to ensure that patrons leaving the restaurant will be quiet. Licensee agrees to post signs near the entrances and exits for the entire area including smoking areas and patios that will provide "Respect Neighbors, Leave Quietly". Licensee will provide security staff at the door to ensure patrons are quiet when leaving the premises.
- 13. Licensee shall call 911 immediately when any illegal activity arises.



- 14. Licensee agrees it will not market itself as a tavern nor advertise drink specials unless a meal component is involved and all Happy Hour laws are observed. Licensee agrees not to implement drink specials unless a meal component is involved and all Happy Hour laws are observed.
- 15. The Licensee agrees to manage all deliveries from vendors including the time of deliveries and the location of the deliveries. Licensee agrees that no deliveries will occur after 9 p.m. or before 7 a.m.

The agreed conditions of this license plan of operation are legally binding and may be enforced by City of Chicago enforcement authorities. Violation of the above stated agreed conditions may result in the imposition of a fine and/or suspension or revocation of all business licenses issued to the licensee.

The agreed conditions of the license plan of operation shall apply to the business address and licensee and to all officers, managers, members, partners and direct or indirect owners of the entity of which is licensed. The sale of the business to other persons purchasing the stock of the licensed entity shall be subject to the same agreed conditions set forth in this plan of operation.

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



Gregory Steadman City of Chicago

Local Liquor Control Commission

Licensee: Sheffield Chicago, LLC

Business Address: 2901 North Sheffield Avenue Chicago, Illinois 60657

John Durkin, LLC Member

4/26/16

Date

Michael Mastellone, LLC Member

4.26.16

Date