

DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION CITY OF CHICAGO

BUSINESS LICENSE PLAN OF OPERATION

Licensee:	302 East Illinois St., LLC D/b/a: Bellwether Meeting House & Eatery
Premises:	302 E. Illinois Street Chicago, IL 60611
Application Type:	Retail Food Establishment (1006), Consumption on Premises-Incidental Activity (1475), Caterer's Liquor License (1481), Public Place of Amusement (1050), Late Hour (1471), and Tobacco (1781)
Account Number:	245952
Site:	01

Pursuant to City of Chicago Municipal Code ("M.C.C.") Sections 4-60-040 (h) and 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 and the abovenamed Licensee have agreed to the issuance of a Consumption on Premises - Incidental Activity, Outdoor Patio, Public Place of Amusement License, and Retail Food Establishment licenses (collectively "Licenses") under the following conditions:

- 1. The licensee shall operate as a restaurant where the primary business activity will be the sale and service of food and where the sale of alcoholic beverages will only be incidental to the food service. The Licensee shall not operate in a manner where the sale of alcoholic beverages is the primary business activity. For purposes of this plan, the sale of alcoholic liquor shall be considered primary activity if, during any consecutive twelve (12)-month time period, the sale of alcoholic beverages sceeds 50% of gross sales.
- 2. Licensee shall regularly monitor the exterior area around the premises during all of its business hours in order to address and abate noise, loitering and littering complaints about Licensee's patrons or employees.
- 3. Licensee shall take steps to prevent the accumulation of litter by making an employee responsible for the outside cleaning duties throughout the day and at the end of each night. The employee will be part of the full time staff and will be responsible for picking up any trash that is located in front of, and adjacent to the premises of the establishment.
- 4. The licensee shall maintain sufficient trash containers to accommodate waste generated in the unlikely event that extra waste is generated.
- 5. The Licensee shall ensure that all trash containers shall be locked and secured at all times.
- 6. The Licensee shall have trash pick-up occur as required by the business, and more frequently on holidays, special events and should the need arise
- 7. Licensee agrees that in the event the LLCC receives a complaint, the Licensee shall cooperate fully with any investigation, including, but not limited to, submitting any records requested by the LLCC in possession by the

Licensee. The Licensee, shall, upon request of the LLCC, produce said records the LLCC has requested within ten (10) days of such request.

- 8. Licensee is encouraged to create a line within the interior of the premises. When an interior line is not possible Licensee will mitigate interference with pedestrian traffic in front of the premises by creating a single file line along the exterior window line for entering patrons and utilizing a two person entry team of a cashier and security manager to move patrons quickly though the line. In the event that the premises reach maximum capacity, a short line will be maintained along the exterior window line and all others will be encouraged to depart by security. Licensee agrees that when a sidewalk café has been installed on the public way that the distance between the sidewalk café barrier and the building wall shall be 7 feet.
- 9. Licensee shall install and maintain adequate lighting on all sides of the licensed premises including any alleyway accessible by the business to ensure the safety of all patrons and employees. The Licensee shall install a camera security system inside and outside of the premises that is sufficiently light sensitive and provides sufficient image resolution. The images of the cameras shall be capable of being viewed through the use of compact disc, electronic file transfer and other digital media and shall be capable of being transferred to a variety of portable forms of media including, but not limited to, compact disc and digital video disc. Licensee shall maintain video recordings for a minimum of thirty (30) days, and indexed by date and time, and shall be made immediately available upon request of any City of Chicago agency.
- 10. Licensee shall take steps to prevent fighting, disturbances of the peace, public intoxication, unruly behavior, or any other criminal activity by the presence of adequate exterior lighting, and the presence of security personnel to deter patrons from participating in these types of activates. Security personnel shall be strategically placed at the common exits, within the establishment in order to survey the premises and prevent problems. The Licensee shall have security personnel working at the entrance to remind patrons to maintain respect for our surrounding neighbors. Security personnel at the entrances shall also enforce occupancy limits at all times. In the event that any criminal activity occurs, the incident shall be documented in a log or incident report and 911 shall be contacted.
- 11. Licensee shall immediately address any public nuisance issues which adversely impact the health, safety, and welfare of the community.
- 12. The Licensee does not have retractable windows, at this time. If retractable windows are installed, they will be closed at 10 pm.
- 13. The Licensee agrees not to expand the Premises without, first, applying to the City of Chicago for the right to expand the Premises.
- 14. Licensee shall immediately notify the Police of any illegal activity viewed in and around the Premises
- 15. Licensee will display a sign in a conspicuous location near the front door inside the Premises that reads, "Please Respect Our Neighbors, Please Exit Quietly and Do Not Loiter."
- 16. Alcohol Server Training. All bar and wait staff will be BASSET or TIPS certified, and will be trained with respect to the detection of fraudulent identification. All bartenders and wait staff will be trained to identify intoxicated patrons and will take pro-active steps to prevent the intoxication of patrons.
- 17. Licensee shall discourage any illegal parking of vehicles by its patrons in front of and around the Premises by refusing to service to any such person who is parking their vehicle illegally and Licensee's security personnel will monitor the exterior of the Premises to prevent and deter patrons from parking illegally.
- 18. Kitchen to remain open. The licensee shall offer food preparation and service to its patrons during all hours of operation.
- 19. Licensee will not sell package goods for consumption off the Premises.
- 20. Licensee will not market or promote the sale "bottle service" of a spirits product for on-premises consumption. However, "bottle service" will be available for on premise consumption by patrons, if we requested.

- 21. While Licensee may enlist the services of traditional PR firms, marketing companies, ad agencies, event planners and the like. Licensee will not employ so-called "street promoters" or unlicensed persons or entities to market or promote any entertainment activities conducted at the premises unless they are a corporation in good standing with the City of Chicago and State of Illinois. The Licensee shall not use the property for leasing out to street promoters. All events will be booked internally with management/ownership. All of the entertainment shall be overseen by management/ownership. All the entertainment shall be overseen and vetted by management/ownership.
- 22. Licensee shall promote the following use of services for patrons: Walking, the use of the CTA trains and buses, taxis, and ridesharing services.
- 23. Licensee shall abide by Chapters 4-60-140(g) and 4-60-050(C) of the City of Chicago Municipal Code concerning the prohibition of any live or recorded music being played or performed in any outdoor patio.
- 24. Licensee stipulates a Public Place of Amusement (PPA) license is requested to provide live entertainment. The Licensee agrees to use the PPA under the following conditions:
 - a. Licensee will employ three or four-piece bands, and /or a piano player as entertainment, but will not employ any DJs, either as employees or independent contractors during normal business hours.
 - b. Licensee will not operate as a nightclub or dance club. Guests will be allowed to dance but licensee does not have a step-up dance floor.
 - c. Licensee shall not charge a cover or any other fee for entrance into the premises. Except for bona-fide charity, fundraising, special events, private events or other events unrelated to the operation of a nightclub (e.g., pay-per-view sporting events), Licensee will not charge any general admission fees to patrons for the privilege of entering the premises.
 - d. The Licensee shall use the PPA License for the purpose of charging for pre-paid specialty dinner packages that Licensee would promote in advance.
 - e. The Licensee shall use the PPA license for corporate bookings or buyout events that would still entail all the Licensee's staff (bartenders, servers, hosts, and security) and ownership operating the entire event ("Special Events" not open to the public). DJs will be allowed for these "Special Events", if these DJs are hired by the entity reserving the restaurant for these private corporate bookings or buyout events. Licensee shall notify the Alderman's Office at least one week in advance of the date a private event is held at the Premises.
- 25. Licensee shall regularly attend CAPS Beat meetings and CAPS hospitality meetings and agrees to set up and /or attend meetings with the alderman, police commander, and community residents or groups to discuss any concerns regarding the operations of the Licensee's business.
- 26. Non-Smoking Laws. The Licensee will enforce all applicable City and Sate non-smoking laws as they relate to both the interior and exterior of the Premises.
- 27. Licensee agrees that this plan of operations cannot be modified or amended without input by the local Alderman.

The conditions of this liquor license are legally binding and may be enforced by City of Chicago enforcement authorities under M.C.C. §§ 4-60-040(h) and 4-156-311 (d)3(A). 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. Violations 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 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 Licensee to other persons purchasing the stock of the licensed entity shall be subject to the same conditions set forth in this Plan of Operation. Any and all potential new owners of the licensed entity shall be subject to the same 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 Business License Plan of Operation next to the business license certificates in a conspicuous place at the business address.

Licensee:

302 E. Illinois Street, L.L.C. d/b/a: Bellwether Meeting House & Eatery

Business Address: 302 East Illinois Street, Chicago, IL 60611

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George Spear, Managing Member 302 E. Willinois Street, L.L.C.

Shannon Trotter, Commissioner Local Liquor Control Commission City of Chicago

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Date