

## DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION CITY OF CHICAGO

## LIQUOR LICENSE PLAN OF OPERATION

Licensee:

Chicago Eats Sports Bar, LLC

**Premises:** 

5312 W. Chicago Avenue

Chicago, Illinois 60651

Licenses:

Retail Food Establishment, Consumption on Premises - Incidental, Caterer's

Liquor, Outdoor Patio.

Account:

457394

Pursuant to the Municipal Code of Chicago ("M.C.C.") § 4-60-040(h), The Department of Business Affairs and Consumer Protection ("BACP") / Local Liquor Control Commission ("LLCC") and the above-named Licensee have agreed to the issuance of Retail Food Establishment license, Consumption on Premises – Incidental Activity Liquor license, Caterer's Liquor license and Outdoor Patio Liquor license (collectively "Licenses") under the following conditions:

- 1. The Licensee shall operate 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. Licensee shall not operate in a manner where the sale of alcoholic beverages is the primary business activity.
- 2. During all hours that the business is open to the public, the Licensee shall offer food preparation and service to its patrons.
- 3. The Licensee does not possess a Public Place of Amusement license (PPA) and will not conduct any amusements, as defined in § 4-156-010, on the premises unless a PPA license is obtained.
- 4. <u>Hours of Operation</u> The Licensee agrees to restrict its operating hours, and shall close all operations no later than 10:00PM on Sunday-Thursday; and 12:00AM on Friday-Saturday.
- 5. <u>Security Personnel</u> The Licensee agrees to have private security personnel posted at the business on all days of the week, beginning at 6:00PM, until close of business, at the above agreed upon closing times in Paragraph 4 of this agreement.
- 6. <u>Security Camera System</u> Licensee shall maintain video surveillance cameras (the "Cameras") of a type, placement and location conforming to the following:

a. The Licensee agrees to install and maintain at least ten (10) cameras as a part of its security camera system;

b. The Licensee agrees to maintain at least six (6) 4K Dahua cameras that can view and

record inside of the licensed premises, including the main entrance;

c. The Licensee agrees to maintain at least four (4) Canon cameras that can view and record exterior views;

d. The Cameras are sufficiently light sensitive and provide sufficient image resolution to

produce easily discernible images;

- e. The images recorded by the Cameras are capable of being viewed through use of compact disc, electronic file transfer and other digital media and are capable of being transferred to a variety of portable form of media, including, but not limited to, compact disc and digital video disc;
- f. Licensee agrees the security camera system will be operating and recording at all times at the premises, and recordings will be stored at the licensed premises in a secure manner within its offices, the access to which shall be limited only to authorized Licensee personnel;

g. All recordings shall be maintained for a minimum of thirty (30) days and will be made immediately available upon request of any law enforcement agency, any City of Chicago

agency, CPD, and BACP;

- h. Licensee shall have an ongoing duty to ensure that its cameras and recording system are in good working order and will review security cameras throughout the night.
- 7. Outdoor Patio Restricted Hours The Licensee agrees to close its outdoor patio no later than 9:00PM every day. Licensee shall abide by § 4-60-050(c) and 4-60-140(g) of the M.C.C. concerning the prohibition of any amplified, live or recorded music being played or performed in any outdoor patio.
- 8. <u>Alcohol Server Training</u> All bar and wait staff who serve alcoholic beverages 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.
- 9. <u>No Loitering Tolerated</u> Licensee agrees to urge loiterers NOT to congregate on the public way in front of or on any side of the licensed premises.
- 10. 911 & Incident Logs Licensee, its employees, and security guards shall immediately, or as soon as practicable, report all observed illegal activities occurring on or within sight of the licensed premises to 9-1-1. All placed calls shall be from a landline, if available, and all callers shall, at minimum, in addition to identifying the name of the business and its address, state their name and relationship to the licensed premises. The Licensee shall maintain a logbook of all illegal activity reported or required to be reported to the Chicago Police Department ("CPD"), as required under Section 4-60-141 of the Chicago Municipal Code. The Licensee shall retain all incident reports generated for no less than two (2) years. The log will be made available to the Department of Business Affairs and Consumer Protection or the Chicago Police Department upon request.
- 11. The Licensee agrees that in the event the Local Liquor Control Commission, the Department of Business Affairs and Consumer Protection, or the Chicago Police Department receives a complaint, the Licensee shall cooperate fully with any investigation, including but not limited to, submitting any records requested by the LLCC, BACP, or CPD. Licensee agrees to produce all requested records within ten (10) days of the request.

- 12. <u>Community Participation</u> Licensee shall regularly attend CAPS Beat meetings and CAPS hospitality meetings and agrees to set up and/or attend meetings with the local alderman, CPD police commander, and community residents or groups to discuss any concerns regarding the operations of the Licensee's Business.
- 13. <u>Public Nuisance</u> Licensee shall timely address any public nuisance issues which adversely impact the health, safety, and welfare of the community.
- 14. <u>Trash and Garbage Disposal</u> Licensee shall remove any trash and debris outside of the licensed premises, including the front, sides, and rear of the premises.
- 15. Non-Smoking Laws Licensee shall enforce all applicable City and State non-smoking laws as they relate to both the interior and the exterior of the premises.

The agreed conditions of the Liquor License Plan of Operation are legally binding and may be enforced by City of Chicago enforcement authorities. Violations 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 Licensee. Violations of the above-stated agreed conditions may also result in the issuance of cease and desist orders prohibiting the activity which violates the conditions of the license.

The agreed conditions of the Liquor 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 which is licensed. The sale of the business to other persons purchasing the stock of the licensed entity, any change of officers of the Licensee, and any person or entity who is a successor, assign, or transferee of the business, shall be subject to the same conditions as set forth in this 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 Liquor License Plan of Operation next to the license certificate(s) in a conspicuous place at the business address.

Licensee:

Chicago Eats Sports Bar, LLC

**Premises:** 

5312 W. Chicago Avenue Chicago, Illinois 60651

Lashawn Jones, Manager

Chicago Eats Sports Bar, LLC

02/24/2020 Date Signed

Date Signed

Shannon Trotter, Commissioner

Local Liquor Control Commission

City of Chicago, Business Affairs and Consumer Protection