



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO

**AGREED LIQUOR LICENSE PLAN OF OPERATION**

**Licensee:** BarnBQ, LLC  
d/b/a Barn & Company

**Premises:** 950-52 West Wrightwood Ave.  
Chicago, IL 60614

**Application Type:** Consumption on Premises – Incidental Activity License  
Account Number: 387738

The City of Chicago Department of Business Affairs & Consumer Protection/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. 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 and not as a tavern, music venue or dance venue. The Licensee shall not operate in a manner where the sale of alcoholic beverages is the primary activity. During all hours of operation (i) the business will be open to the public, and (ii) the Licensee shall keep its kitchen open and offer food preparation and service to its patrons.
2. Licensee will employ in-house greeters and/or other security personnel of a sufficient number during business hours to deter loitering and other unlawful acts in or around the Premises. The security personnel shall have the following responsibilities:
  - a. Patrons on Sidewalk and Patio: the Licensee shall have at least one security personnel responsible for outside on the sidewalk and patio during business hours that is charged with ensuring that:
    - i. Smoking patrons comply by the City of Chicago smoking ordinances and to behave in an orderly manner;
    - ii. Asking patrons to remain quiet, respect the neighbors and not block the public way; and prohibit reentry to anyone who is unruly or does not honor the Licensee’s requests;
    - iii. Any issues will be promptly reported to the manager on duty.
  - b. Security Personnel: In addition to the security personnel monitoring waiting patrons, on Thursday, Friday and Saturday evenings, as well as during other peak



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times, the Licensee will post at least one security employee at the exterior of the premises, immediately before closing until all patrons disburse to ensure that:

- i. Patrons enter cabs, obtain their cars or otherwise leave the immediate vicinity of the premises efficiently;
  - ii. Reasonable efforts are made to mitigate any noise from patrons located outside of the premises, e.g. patrons smoking or departing;
  - iii. To prevent any other inappropriate conduct including lingering, honking cabs, double-parked automobiles, the valet or other automobiles blocking the street and any other activity that might disturb the Licensee's neighbors; and
  - iv. Licensee will enforce per City Ordinance an over 21 policy for all alcoholic beverages served. Licensee will require all persons entering the premises who appear to be under 40 years of age to produce valid identification. Licensee shall employ a driver's license verification machine to prevent illegal driver's license from being used.
3. The Licensee shall have security personnel continuously patrol and monitor the exterior of the premises, including adjacent residences, to assess levels of noise and pick up any trash.
4. The Licensee shall have a minimum of 3 cameras installed in all directions to closely monitor the surrounding area. The Licensee also agrees to monitor these cameras throughout the night to identify any concerns. The Licensee shall retain all surveillance footage for a term of 30 days, subsequent to the date of recording and shall make the surveillance footage available, on demand, to the Police Department and/or Alderman's Office. Further, in the event of an incident involving fighting, criminal activity, or any event in which the police are called or respond to the premises, Licensee shall retain all surveillance footage indefinitely until both the Police Department and the Alderman's Office have either viewed the footage or declined an opportunity to view the footage.
5. Hours of Operation for liquor service: Even though Licensee has the right to sell alcohol until 2:00 a.m. and 3:00 a.m. (Sunday morning), the Licensee shall announce last call of alcohol at 1:30 a.m., except for Sunday morning when last call of alcohol shall be announced at 2:30 a.m. Patrons on the premises may continue to consume any alcoholic beverages purchased prior to 1:30 a.m. during the week and 2:30 a.m. on Sunday morning but no new sales of alcohol shall commence after 1:30 a.m. during the week and 2:30 a.m. on Sunday. Licensee shall not book any reservations after 12:00 a.m. and after



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1:00 a.m. on Sunday. The Licensee shall close and not permit any patrons to remain in the premises after 2:00 a.m. every day except Sunday after 3:00 a.m.

6. Operation for Outdoor Patio: Licensee confirms the Outdoor Patio encompasses a dual purpose with the operation of a retractable roof. Thus, when the roof is retracted, the outdoor patio will be closed at 11:00 p.m. each day. No patrons will be seated in the patio 30 minutes before patio closing times. During all hours of operation, Licensee shall actively monitor noise levels and take proactive steps to alleviate any community complaints. There will be no live or recorded music on the outdoor patio, nor any projection of any audio through outdoor speakers. There will be no cooking on the patio or on the sidewalk.
7. The Licensee agrees that it shall not apply for a Late Hour Liquor License.
8. The Licensee shall not apply for a Public Place of Amusement License for two (2) years after the execution of this Agreement and shall not host a live band and shall not offer a dedicated dance area for its patrons. Thereafter, the Licensee shall not apply for a PPA license without first obtaining written expressions of support of the Alderman and local community groups including the Wrightwood Neighbors Association.
9. Licensee will install sufficient outdoor lighting to ensure the safety and security of the patrons and neighbors. Special attention will be made by the Licensee to ensure that the lighting will not be a nuisance to the immediate and adjacent neighbors to the south of the premises. The Licensee will utilize protective coverings over the lighting, if necessary. Note that the area is currently very well lit with street lighting and current businesses and the Licensee will ensure that it complies with LLCC requirements.
10. The Licensee shall display the requisite "Please respect our neighbors," "No loitering" and "Exit quietly" signs, on menus, and near all exits, and in the footer of online promotion materials.
11. The Licensee has an established current garbage disposal contract that provides for garbage pick-up twice a week. Licensee has procedure in place that limits the noise, including keeping the garbage inside until the following morning to dispose and not in the evening when the establishment shuts down. The Licensee will continue to use the trash receptacles at their current locations, it will make all reasonable attempts to dispose





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of trash after 8:00 a.m. If warranted, the License will increase the pick-up schedule to up to 5 days a week to ensure no excess garbage as well as schedule late morning pick up.

12. The Licensee shall nightly sweep, pick up debris, and maintain the sidewalk on Wrightwood Avenue adjacent to the Licensee's building. This includes areas of concern such as the alley adjacent to the Licensee's premises and the garbage dumpster areas.
13. The Licensee shall prepare a cab log and shall report honking cabs or cabs which block traffic to the City via cab affidavits. If warranted or requested by the LLCC, the Licensee shall utilize a cab company to facilitate patrons leaving the premises to help with the flow of traffic.
14. The 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. The Licensee shall, upon request of the LLCC, produce any records the LLCC has requested within ten (10) days of such request.
15. The Licensee agrees that all servers/bartenders will undergo alcohol server training by BASSET or TIPS, and will receive additional in-house training on proper ID-checking techniques.
16. The Licensee shall address any public nuisance issues that impact the health, safety and welfare of the community. The Licensee will name a public liaison to serve as the agent of the Licensee to members of the community, and will make the public liaison's personal phone number available to the community. The liaison will use all reasonable efforts to address all complaints filed by the community attributable to the Licensee's business operations and will in good faith seek to resolve all public nuisance matters.
17. The Licensee represents and warrants that Mr. Scott Cochrane, previously identified as a 25% owner of BarnBQ, Inc., maintains no real, beneficial, consulting, or operational interest in the Licensee's business.
18. The Licensee shall regularly attend local community and CAPS Beat meetings in an attempt to work with the community and be proactive about their concerns. The Licensee shall be proactive in setting up meetings with local alderman, the police commander and local residents to address any concerns regarding the operation of the establishment.



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The owner and/or managers shall attend the Wrightwood Neighbor's Association meetings and any other neighborhood association meetings. The owner/manager shall sign in at all meetings.

19. Managers will keep a written log of all incidents inside and directly outside the premises. The manager shall produce a copy of this log to the Chicago Police or to representatives of the community upon request. A manager and/or host shall call 911 immediately upon an incident occurring inside or outside the premises requiring police intervention.
20. The Licensee shall inform the neighborhood committees and Alderman's office if and when the Licensee elects to sell its business and shall make reasonable efforts for the proposed purchaser to meet with the community associations and the Alderman.

The agreed conditions of this liquor license 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. 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 liquor license.

The agreed conditions of the liquor license, 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 licensed entity. 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 Liquor License Plan of Operation next to the Liquor License certificate in a conspicuous place at the business address.



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**Licensee:** BarnBQ, LLC, d/b/a Barn & Company

Carmen Rossi, LLC Member

7/31/14  
Date

Gregory Steadman  
City of Chicago  
Local Liquor Control Commission

7/22/14  
Date