



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION
CITY OF CHICAGO

AMENDED AGREED PLAN OF OPERATION

Licensee: Folkart Frybread, LLC
d/b/a: Lucky Dorr

Premises: 1101 W. Waveland Ave., Suite 10
Chicago, Illinois 60613

License: Tavern, Outdoor Patio

Account #: 415606

Site: 1

Pursuant to Chapter 4-60-04(h), of the City of Chicago Municipal Code, the City of Chicago Department of Business Affairs/Local Liquor Control Commission (BACP/LLCC), and the above named Licensee have agreed to the following license conditions concerning the operation of the business at the Premises and the outdoor patio:

1. **Operation/Hours:**

A. **Tavern:** Licensee agrees to operate the Premises as a tavern. Licensee agrees not to operate the Premises as a nightclub and Licensee has no plan to sell or transfer the license to any nightclub or similar type of business which does not operate or primarily use its liquor license as a tavern. Licensee will not seek to open a full-service restaurant at the Premises but will provide a limited food menu of items that does not require on-site cooking preparation. Licensee agrees that no liquor may be taken by customers off the Premises or outdoor patio.

B. **Tavern Hours:** Licensee agrees to comply with Municipal Code of Chicago Section 4-60-130, pursuant to which no alcohol may be sold from 2:00 a.m. to 7:00 a.m. Monday through Saturday and from 3:00 a.m. to 10:00 a.m. Sunday. **Licensee agrees to close all windows and doors daily by 10:00 p.m.**



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION
CITY OF CHICAGO

C. **Outdoor Patio Hours:** Licensee shall not operate the outdoor patio past 11:00 p.m. on Sunday and Monday- Thursday. Licensee shall not operate the outdoor patio past 12:00 a.m. on Friday and Saturday.

D. **Late Hour License:** Licensee agrees it will not apply for a Late Hour liquor license for the Premises.

E. **Maintenance/Cleanliness:** Licensee agrees to maintain the Premises in a clean condition and agrees to clean up the area in front of the Premises and the immediately surrounding area within one hour of closing. Licensee will have a designated area for trash disposal in the interior of the Premises and the designated area of the building where the Premises is located. Trash pick-up will be arranged as needed, every night or every other night, and no trash will be stored in front of the Premises. Licensee agrees that no trash or solid waste will be placed within the required waste and/or recycling disposal containers located outside the premises during the hours of 10:00 P.M. through 7:00A.M.

F. **Vendor Deliveries:** Licensee agrees to manage all deliveries from vendors including the time of deliveries and the location of the deliveries. Licensee agrees that no vendor deliveries will occur after 9 p.m. or before 7a.m.

G. **Compliance:** Licensee agrees to comply with all City of Chicago laws, rules, and regulations governing the operation at the Premises including, but not limited to occupancy, noise mitigation and smoking regulations. Licensee agrees to enforce all City of Chicago and State of Illinois non-smoking laws as they relate to the interior and exterior of the Premises. Licensee agrees that any additional licensing will necessitate an amended plan of operation.

2. **Training:** Licensee agrees to BASSETT train all staff that serves alcoholic beverages and will require certification regarding the same. Licensee agrees any future staff will be subject to BASSETT training and certification as a condition of their employment within two weeks (2) of their employment.



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION
CITY OF CHICAGO

3. **Safety/Security:** Licensee agrees to maintain security and safety at the Premises. Licensee shall call 911 immediately if any emergency or illegal activity arises. Licensee shall install sufficient outdoor lighting at the entrances and exits of the Premises to secure the safety and security of the patrons and neighbors. Security cameras will be installed on the Premises to facilitate security measures. Licensee shall take all necessary steps to ensure that patrons leaving the premises will be quiet and respectful of the neighborhood.
4. **Outdoor Patio:**
 - A. 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 on the outdoor patio.
 - B. Licensee will have a staff member stationed near the entrance to the outdoor patio during all hours of operation to assure no alcoholic beverages leave the outdoor patio. The Licensee will post signs on both the north and south ends of the outdoor patio indicating that no alcoholic beverages will leave the outdoor patio.
 - C. Licensee shall comply with, and advise all personnel of all applicable provision of the Chicago Noise and Vibration Control Ordinance, Chapter 8-32 of the Municipal Code.
 - D. Licensee shall immediately address any public nuisance issues which adversely impact the health, safety and welfare of the community.
 - E. Licensee shall display a sign posted in a conspicuous location which reads "Please Respect our Neighbors, Please Exit Quietly and Do Not Loiter."
 - F. Licensee shall develop and implement a training program and action plan for all employees to avoid or immediately abate any noise issues.
5. **Cooperation/Community Interaction:**
 - A. **Meeting Attendance:** Licensee shall regularly attend local community and CAPS Beat meetings to work with the community and to be proactive regarding the



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION
CITY OF CHICAGO

local community's concerns. Licensee agrees to cooperate in setting up meetings with the local alderman, the police commander and area residents to address any concerns regarding the operation of the Premises.

B. **Complaint Cooperation:** Licensee agrees that in the event that the LLCC receives a complaint or other information that the business is being operated in a manner inconsistent with this agreement, Licensee shall fully cooperate with any investigation and submit any records requested by the LLCC.

C. **Expansion:** Licensee agrees to consult with neighbors regarding any proposed expansion of the Premises, including attending neighborhood meetings, and agrees provide the required documentation to support such request. Licensee agrees not to apply for an expansion of the outdoor patio.

The agreed conditions of this 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 the Licenses. Violations of the Plan of Operation may also result in the issuance of cease and desist orders prohibiting the activity giving rise to the violation.


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.




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CITY OF CHICAGO

Licensee: Folkart Frybread, LLC
Business Address: 1101 W. Waveland Ave., Ste 10



Brian Tijan
Managing Member



Shannon K. Trotter
City of Chicago
Local Liquor Control Commissioner

Date: 9/12/17