

DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION

CITY OF CHICAGO AGREED PLAN OF OPERATION

Licensee:	Sanko Restaurant, Inc. d/b/a: The Northside Stretch
Premises:	3485 N. Clark Street, Floor 1 Chicago, IL 60657
Application Type:	Retail Food Establishment (1006), Consumption on Premises – Incidental Activity (1475), and Public Place of Amusement (1050)
Account Number:	3582
Site:	1

Pursuant to the City of Chicago Municipal Code Section 4-60-040 (h), the City of Chicago Department of Business Affairs and Consumer Protection ("BACP") and the above-named Licensee have agreed to the issuance of a Public Place of Amusement License and the continued use of the existing Consumption On Premises-Incidental Activity and Retail Food Licenses (collectively "Licenses") under the following conditions:

- 1. Licensee shall operate as a restaurant where the primary business activity is the sale and service of food and where alcohol sales and consumption will only be incidental to the food service. At no time, shall Licensee operate in a manner where alcohol sales are the primary activity.
- 2. Licensee agrees that if the Local Liquor Control Commission ("LLCC"), BACP or the Chicago Police Department ("CPD") receives a complaint or information that the business is being operated not as a restaurant, but in a manner where the promotion or sale of alcohol is the primary activity, or any other allegation of prohibited activity, Licensee shall fully cooperate with any investigation and submit records requested by the LLCC, BACP, or CPD.
- 3. Licensee agrees that if an investigation reveals that the promotion and sale of alcohol is the primary business activity, the Licensee may be subject to an immediate cease and desist order.
- 4. Licensee agree to comply with Municipal Code of Chicago Section 4-60-130, pursuant to which no alcohol may be sold from 2:00 a.m.-7:00 a.m. Monday through Saturday and from 3:00 a.m.- 10:00 a.m. Sunday.
- 5. Licensee agrees and acknowledges that any violation of paragraphs 1 through 4 may result in license discipline and may result in revocation of all licenses.
- 6. Licensee shall install sufficient outdoor lighting at the entrances and exits of the restaurant to secure the safety and security of the patrons and neighbors.



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- 7. Licensee shall enforce all City and State non-smoking laws as they relate to the interior and exterior of the Premises.
- 8. Licensee agrees that all servers, bartenders, and security personnel shall immediately complete an alcohol-server training course, and copies of certificates will be provided to LLCC, BACP, or CPD upon request. Employees shall not serve alcohol to minors or to intoxicated patrons.
- 9. Licensee agrees to keep the outside of the Premises free of trash and litter by securing all dumpsters and employing staff to patrol in front of, and adjacent to, the Premises to pick up all litter and debris on a regular basis.
- 10. Licensee shall control the sound of music emanating from the Premises by reasonable means. Furthermore, Licensee shall post a sign at the entrance/exit of the Premises that states: "Please do not cause loud noise, loitering, or impairment of traffic to occur that will disturb our community as you enter and exit our establishment. Our Noise Control, Traffic Flow, and Anti-Loitering Policy shall be strictly enforced by the Management."
- 11. Licensee shall prohibit loitering and agrees to call 9-1-1 or 3-1-1, if loiterers fail to move after being warned to do so. Licensee agrees to sign complaints against loiterers for trespass and to go to court when advised to do so. Licensee further agrees to maintain a 9-1-1 Incident Log that will document the incidents resulting in calls for CPD assistance.
- 12. Licensee shall regularly attend local community and CAPS Beat meetings to work with the community and to be proactive about the local community's concerns. Licensee shall be proactive in setting up meetings with local alderman, the police commander and area residents to address any concerns regarding the operation of the Premises.
- 13. Licensee agrees to close the windows to the Premises any time at a live band or DJ is playing. Licensee further agrees to close the windows to the Premises each night by 10:00 p.m.

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.

This Plan of Operation shall apply to the Premises and Licensee and to all officers, managers, members, partners and direct or indirect owners of Licensee. The sale of the business to other persons purchasing the stock of Licensee 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 Licensee to post this Plan of Operation next to the Licenses in a conspicuous place at the Premises.

Licensee: Sanko Restaurant, Inc.



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d/b/a: The Northside Stretch

Premises: 3485 N. Clark Street, Floor 1

Chicago, IL 60657

Michael Fraser, President Sanko Restaurant, Inc.

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Shannon Trotter, Commissioner Local Liquor Control Commission City of Chicago

3/22/11 Date

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