



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO

**AGREED PLAN OF OPERATION**

**Licensee:** CLARKE'S RESTAURANT, INC.  
D/B/A "CLARKE'S ON LINCOLN"

**Premises:** 2441-2445 N. Lincoln Avenue  
Chicago, Illinois 60614

**License Type:** Retail Food Establishment  
Consumption on Premises – Incidental Activity  
Account Number: 17903  
Site Number: 2

Pursuant to Chapter 4-60-040 of the City of Chicago Municipal Code, the above named Licensee has agreed to comply with the conditions listed below to assure that the operation of a restaurant with incidental liquor license will not cause a public nuisance or deleterious impact on the health, safety and welfare of the community.

1. **Clarke's is a Restaurant**

Pursuant to representations made by the Licensee, the business 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 will the business be operated in a manner where the promotion of alcohol or alcohol sales is the primary activity. Further, the Licensee shall not engage in Public Place of Amusement Activities, for which it is not licensed.

2. **Cooperation With Investigations**

The Licensee agrees that if the Local Liquor Control Commission, the Department of Business Affairs and Consumer Protection, or the Chicago Police Department 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 or PPA activity are the primary activity, the Licensee shall fully cooperate with any investigation and submit records requested by the LLCC, BACP, or CPD.

3. **Cooperate With LLCC & BACP**

The Licensee agrees that if an investigation reveals that the promotion and sale of alcohol or PPA activity is the primary business activity, the licensee and counsel shall meet with the LLCC and BACP within 30 days of a request to meet. At the meeting, Licensee may provide information that demonstrates the promotion and sale of alcohol are not its primary business activity. If insufficient information is provided, the Licensee may be subject to an immediate Cease and Desist Order.

4. **Violation of Paragraphs 1-3**

The Licensee agrees and acknowledges that any violation of paragraphs 1 through 3 may result in license discipline and may result in revocation of all licenses.

5. **Business Hours of Operation**

The Licensee states its hours are as follows: Sunday through Wednesday, 7:00A.M.--2:00A.M.; Thursday, 7:00A.M.--3:00A.M.; Friday, 11:00A.M.--2:00A.M.; Saturday, 10:00A.M.--3:00A.M.; Sunday, 10:00A.M.--2:00A.M. *Pursuant to MCC 4-60-130, no alcohol may be sold from 2AM--7AM Monday through Saturday and from 3AM--10AM Sunday.*

6. **Security Cameras**

The Licensee shall continuously maintain a minimum of 3 exterior and 5 interior security cameras which record all activity. The recordings shall be maintained for a minimum of 72 hours and be readily available for review by law enforcement officials for investigation purposes.

7. **Lighting**

The Licensee shall install lighting at the entrances and exits of the restaurant.

8. **Non-Smoking Laws**

The Licensee shall enforce all City and State non-smoking laws as they relate to the interior and exterior of the premises.

9. **Bassett Training**

The 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.

#### **10. CAPS and Community Meetings**

The Licensee agrees to attend regular CAPS beat meetings and to set up and/or attend meetings with the local Alderman, Police Commander and Community resident groups or residents to discuss any problems or concerns regarding the operation of the business.

#### **11. Maintain Property**

The Licensee agrees to keep the outside of the establishment free of trash and litter by securing all dumpsters and employing staff to patrol in front of and adjacent to the business to pick up all litter and debris on a regular basis. The Licensee agrees to keep a Cleanup Log with date and time of cleanup and name of employee.

#### **12. Security Staff**

Licensee shall hire a licensed and bonded security company to supply one (1) security guard to work from 10:00P.M. until one (1) hour after closing every Friday and Saturday night. Licensee shall hire a licensed and bonded security company to supply one (1) security guard to work from 10:00P.M. until one (1) hour after closing on any special event date that is advertised to the general public and not occurring on a Friday or Saturday night or any special event during the week where Licensee is advertising or marketing the event to the general public. For example, but not limited to: St. Patrick's Day, New Year's Eve, March Madness Basketball, Playoffs for various sporting events, etc. This security guard shall wear distinctive clothing such that patrons and police may readily identify him/her as Clarke's Security. He/she shall be stationed at the entry and exit areas of the restaurant. The security guard shall prevent excess noise, loitering, littering, and impediment of foot and vehicular traffic by patrons.

#### **13. Noise Control**

The Licensee shall control the sound of music emanating from the Premises by reasonable means. Furthermore, the Licensee shall post signs at the entrance and exit areas that state: "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." As patrons leave the establishment, security personnel shall remind patrons to reduce the noise.

#### **14. Loitering**

The Licensee shall prohibit loitering and agrees to call 9-1-1 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.

**15. Fighting and Criminal Activity**

The Licensee shall deter fighting, public intoxication, unruly behavior, and other nuisance activity by the presence of adequate exterior lighting and the presence of a security guard to deter patrons from participating in nuisance behavior. In the event that a fight or any criminal activity does occur, the licensee shall immediately call 9-1-1, and will sign complaints. The incident shall also be documented in the 9-1-1 Incident Log, which shall be provided to BACP/LLCC or CPD upon request.

The conditions of this plan of operation are legally binding and may be enforced by the City of Chicago enforcement authorities. All other conditions of the license are governed by the City of Chicago Municipal Code and Rules and Regulations. 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 a Cease and Desist order.

It shall be the duty of every person conducting, engaging in, operating, carrying on or managing the above-mentioned business entity to post this plan of operation next to the license certificate in a conspicuous place at the business address.

**Licensee:** CLARKE'S RESTAURANT INC.  
D/B/A "CLARKE'S ON LINCOLN"

**Business Address:** 2441-2445 N. Lincoln Avenue  
Chicago, Illinois 60614

By: \_\_\_\_\_

\_\_\_\_\_  
President, CLARKE'S RESTAURANT INC.  
D/B/A "CLARKE'S ON LINCOLN"

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
-and-  
\_\_\_\_\_  
Gregory Steadman  
City of Chicago, Local Liquor Control Commissioner