

DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION CITY OF CHICAGO

AGREED LIQUOR LICENSE PLAN OF OPERATION

Licensee:

Pheidias Inc.

d/b/a Deli Boutique Wine & Spirits

Premises:

2318 North Clark Street

Chicago, Illinois 60614

Liquor License:

Package Goods Liquor License

The City of Chicago Department of Business Affairs & Consumer Protection and Local Liquor Control Commission (collectively "BACP") and the above named Licensee have agreed to the issuance of a Package Goods liquor license under the following conditions concerning the operation of the business:

- 1. Licensee shall not sell the following liquor and non-liquor items:
 - a. **Fortified Wines:** Including, but not limited to, Wild Irish Rose, Night Train, Italian Swiss, Gallo, Taylor Port and White Port, MD20/20, Cisco, Cool Breeze, Thunderbird, Sunset Grain Alcohol, Seagram's Spritzer (but not low-alcohol spritzers or seltzers), and other such products;
 - b. **Special Brews:** All high-gravity malt liquors including, but not limited to, St. Ives, Steel Reserve 211, Colt 45, Sparks, Jose, Schlitz, Axe Head, Camo Black, Cobra, or KoKoloko and malt beverage products in so-called "single serve" 40 ounce containers;
 - c. Other products: Individual tobacco wrapping papers, loose or individual cigarettes, and any product sold in containers made to resemble alcoholic beverage containers.
- Licensee agrees that hard spirits shall be displayed behind the sales counter in shelving that will not be accessible by anyone other than the Sales Associate, except that the following existing areas are not subject to this restriction: The nook on the south wall, which is in full view and within approximately 10 feet of the cashier station, and the display approximately 8 feet to the right of the cashier station.

- 3. The total floor area of the licensed premises at 2318 North Clark Street is approximately 1,600 square feet. The area in which Licensee will stock and display alcoholic beverage products shall be limited to no more than 65 percent of the total floor space of the premises.
- 4. Licensee agrees that, during the hours the business is open to the public, packaged food will be continuously available for sale and the kitchen will be open for food preparation and sales to patrons until approximately 6:00 p.m. or later Monday through Saturday and 4:00 p.m. on Sundays, with exceptions if emergencies.
- 5. All employees having any responsibility for any alcoholic beverage service will be TIPS or BASSET certified and educated on proper ID-checking techniques, as well as identifying intoxicated customers that should not be sold additional liquor products.
- 6. Licensee shall require any person seeking to purchase alcoholic beverage products to produce a valid form of government-issued identification.
- 7. Licensee shall keep a log of any possible illegal activities taking place inside and directly outside the premises. Licensee shall produce a copy of this log to the Chicago Police or to city officials upon request. An employee shall call 9-1-1 via a "land-line" immediately upon an incident occurring inside or outside the premises requiring police intervention.
- 8. Licensee shall enforce all applicable City and State non-smoking laws as they relate to both the interior and the exterior of the Premises.
- 9. Licensee shall maintain garbage cans of a sufficient number, type, placement and location to accommodate customer refuse generated in conjunction with the Licensee's business activities. Licensee shall also maintain sufficient private waste-hauling service to prevent any nuisance garbage impact on nearby residents and businesses.
- 10. Licensee agrees to post signs on the exterior that say "No Loitering."
- 11. Licensee will not place sandwich board signs on the public sidewalk.
- 12. Licensee agrees to not install any neon signage (other than the three existing neon lights), flashing signs, or large signs on the windows. Such signs shall not collectively cover more than 25 percent of any single window in compliance with Section 13-20-550 of the Chicago Building Code.
- 13. Notwithstanding anything contained herein to the contrary, Licensee agrees not to sell, lease, or otherwise transfer, temporarily or permanently, the entity holding the License to any other person or entities attempting to purchase its membership units without having first provided proper notification to the BACP pursuant to the Municipal Code of Chicago §§ 4-60-040 (c) and (k).

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 the liquor license 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 liquor license.

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

Licensee:

Pheidias Inc., d/b/a Deli Boutique Wine & Spirits

Business Address:

2318 North Clark Street, Chicago, Illinois 60614

Stavroula Theofilatos

Shannon Trotter

Local Liquor Control Commissioner

City of Chicago

, 2017

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