

DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION CITY OF CHICAGO

AGREED LIQUOR LICENSE PLAN OF OPERATION

Licensee.		
Premises:		

Application Type: Packaged Goods Liquor License

The City of Chicago Department of Business Affairs & Licensing /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. **Operations:** Licensee has applied for a Packaged Goods liquor license and has represented to the Local Liquor Control Commission (LLCC) that it will operate as a grocery store and that sales of beer and wine will be limited to the hours between 8 am and 10 pm seven days a week. The grocery store may operate at different hours but alcohol sales shall be limited to the above hours

The licensee agrees to implement and maintain a point of sale verification of all sales, including alcohol, reflecting the date, time, price and item sold.

All of licensee's sales personnel will undergo training under Basset or TIPS and the certificates of training shall be displayed so as to be visible to customers at all times.

2. <u>Product Restrictions:</u> License agrees to sell only wine and craft beer not to exceed 25% of total store revenue. With this intent, Licensee agrees not to sell any size, brand or flavor of the following:

Any and all spirits.

Fortified Wine such as Wild Irish Rose, Night Train, Italian Swizz, Thunderbird or other such fortified wine brands

Special Brews such as all high –gravity malt liquors; St. Ives, Steel Reserve Colt 45, Cobra, etc.

Other products that are intended to provide high alcohol content at a low price.

Single servings of cans or bottles of beer except those beers produced by breweries defined as "Craft brewers" by the Brewers Association. www.brewersassociation.org.



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3. <u>Cooperation:</u> 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. Licensee agrees to work with the Chicago Police Department, local alderman, city agencies and any community groups to address any issues with the operation of the business within 14 days of the submission of the written complaint. Licensee shall immediately address any public nuisance issues that impact the health, safety and welfare of the community. Licensee agrees to enter into a dispute resolution procedure with community groups.

After 6 months of beer and wine sales, licensee agrees to provide the first 6 months of point of sale records to a qualified, unbiased and unrelated individual and/or entity at the selection of the Local Liquor Control Commissioner (hereinafter "Reviewer") to confirm that beer and wine sales do not exceed 25% of gross revenue as set forth above. The first 6 months of point of sale records are to be provided to the Reviewer within 200 calendar days from the issuance of the license. If during the first six months of operation, sales of a beer and wine exceed 25% of gross revenues, a second review of the point of sales records for the next 90 days of sales shall be submitted to the Reviewer within 300 calendar days of the issuance of the license. If during the next 90 days of operation, sales of a beer and wine exceed 25% of gross revenues a third review of the point of sales records for the next 30 days of sales following the first 9 months of sales, shall be submitted to the Reviewer within 340 days of the issuance of the license. If the licensee's sales exceed 25% of gross revenues on three consecutive reviews of the point of sales records, licensee agrees to forfeit the license.

Such point of sales review as described above may be conducted in any subsequent year the license is in force.

Licensee agrees to pay the reasonable costs related to the review of the point of sales records.

- 4. Cleanliness: The licensee will monitor the area around the business and the nearby area from open to close and keep it clean, free of garbage and debris. Garbage will be picked up by a private waste management company on a timely basis insuring no over flow of garbage from the business.
- 5. Licensee will name a public liaison representative to serve as the agent of the Licensee to members of the community. Liaison will hear all complaints filed by the community and seek to resolve any public nuisance matters.
- 6. Licensee shall regularly attend local CAPS Beat meetings and cooperate with the police and community and be proactive about any public nuisance issues.



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The conditions of the packaged goods liquor license issued pursuant to this agreed plan of operation are legally binding and may be enforced by the City of Chicago enforcement authorities under MCC 4-60-040. All other conditions of the license are governed by the City of Chicago Municipal Code. 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. Violation of the above stated conditions may also result in the issuance of cease and desist Orders prohibiting the activity which violates the conditions of the liquor license.

The conditions of the packaged goods liquor license issued pursuant to this plan of operation shall apply to the business address, License and all subsequent license renewals and to all officers, managers, partners, and direct or indirect owners of the licensed entity. The sale of the business to other persons purchasing the stock or membership units of the licensed entity does not void the conditions of the license. Any and all potential new owners of the licensed entity shall be subject to the same conditions set forth in this plan of operation.

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

Licensee:

Licensee.	
Business Address:	
	Gregory J. Steadman
	City of Chicago
	Local Liquor Control Commissioner
Date:	