



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION

CITY OF CHICAGO

AMENDED PLAN OF OPERATION

**Licensee:** Challenge Discount, Inc.  
d/b/a Platinum Star

**Premises:** 3821-23 W. Roosevelt  
Chicago, Illinois 60624

**License Type:** Package Goods, Retail Tobacco, Retail Food  
**Account#:** 395275

As part of the settlement of license discipline case number 16 LR 168, and pursuant to Municipal Code of Chicago § 4-4-313, the above named Licensee has agreed to comply with the conditions listed below to assure that the operation of its business will not cause a public nuisance or deleterious impact on the health, safety and welfare of the community.

1. The Licensee acknowledges that the premises is zoned B3-2. The Licensee acknowledges that the Chicago Zoning Ordinance permits packaged goods liquor sales only as an accessory use and only when it is clearly related to the principal use as determined by The Zoning Administrator.
2. **Restricted Sales:** The Licensee agrees to discontinue the sale of the following liquor and non-liquor items within thirty (30) days from the below signed date, and agrees not to re-order such items in any size, brand, or flavors:

**Fortified Wines:** including but not limited to, Night Train, Italian Swiss, White Port, Cool Breeze, Thunderbird, Sunset Grain Alcohol;

**Prohibited Beverages:** "single serve" alcoholic beverage products in violation of 4-60-140(i); all 32-ounce beers; 40-ounce beers for less than \$4 per bottle; 12-ounce 6-packs for less than \$3.50.

**Prohibited Products:** plastic, paper or styrofoam cups in packages with less than 50 cups; tobacco rolling papers; white t-shirts; Chore-boy copper scrubbers.

**Single Serve Restrictions:** Between 12:00AM (midnight) and closing, there shall be no sale of single containers of wine or liquor that hold less than 25 fluid ounces, or single containers of beer or malt liquor that hold less than 41 fluid ounces.

3. **Legal Identification Program:** The Licensee agrees to train all staff who may sell alcoholic beverages with BASSETT or TIPS training. Licensee agrees that any future staff will be subject to training as a condition of their employment and that new employees will be trained with two week (2) of their new employment.
4. **Security Staff:** The Licensee shall maintain the services of licensed and bonded uniformed security staff during all hours of operation to address and abate loitering, drug sales, illegal cigarette sales, drinking, and trash on the public way. Security guards shall patrol the interior and exterior areas of the establishment, including all business entrances, exits, sidewalks, parking lot, and alleyways. Security guards shall ensure that loiterers outside the business move away so that sidewalks and entrances to the store are not impeded. Security guards shall sign complaints and be willing to testify against persons engaging in unlawful activity on or near the premises.
5. **Installation of Fence:** The Licensee shall install and maintain a fence around its parking lot to the East side of the building. The fence shall have only one point of entry and exit and shall only be open during hours of operation. The fence shall be closed and secured denying entry to the lot when the business is closed. The parking lot shall be for customers only, and security shall monitor its use.
6. **Security Cameras:** The Licensee shall keep and maintain at least 30 surveillance cameras covering the interior and exterior of the premises (24 cameras inside and 6 cameras outside), as well as the DVR recording equipment. The cameras shall be in operation and recording continuously onto the existing high-capacity electronic hard drive during all hours the Licensee is open for business and for one hour after close of business. All recordings from the cameras shall be saved for 72 hours. Licensee shall monitor the surveillance cameras and call police if he/she observes any illegal activity on the camera system. Licensee shall provide the Chicago Police Department immediate access to view its digital security recording units. Upon reasonable notice to the Licensee in the event an incident occurs on or adjacent to the Licensed Premises, Licensee shall preserve and provide to Chicago Police Department electronic format footage from any such incident.
7. **Outdoor Lighting:** The Licensee agrees to install and maintain adequate lighting on all sides of the licensed premises including any alleyway accessible by the business to ensure the safety of patrons and employees. The lighting will include 500 watt halogen or LED fixtures and be able to produce discernable images from a distance of 15 feet in front and on all sides of each entry and exit.
8. **Incident Monitoring and Reporting:** The Licensee agrees to call 9-1-1 if any illegal activity occurs inside or outside the licensed Premises. Licensee agrees to fully cooperate with Chicago Police Department investigations, and sign criminal complaints when requested. Licensee shall maintain a written log documenting any incidents or unlawful activity inside or outside the licensed Premises. The log will be made available to the Chicago Police Department, or the Department of Business Affairs and Consumer Protection upon request.
9. **No Loitering Tolerated:** The Licensee shall enforce the ban against loitering by NOT allowing loiterers to congregate on the public way in front of or on the side of the business. Security personnel onsite will deter patrons from lingering around the premises. The Licensee agrees to call 9-1-1 to report illegal activity including but not limited to loitering. The Licensee agrees to obtain "no

loitering” and “we call police” signs from the Chicago Police Department and post said signs in visible locations inside and outside the perimeter of premises, and in the parking lot.

10. **Site Cleanliness:** Licensee agrees to clean up and maintain a clean business Premises. Licensee shall at least twice daily, clean up the area outside and adjacent to Premises including: sweep/wash the areas located in front of and immediately adjacent to the premises, and regularly monitor the areas located in front of and immediately adjacent to the Premises for litter and remove and properly dispose of such litter. The Licensee agrees to have all trash generated by the business picked up on a regular basis and to strictly adhere to all City of Chicago ordinances concerning litter and garbage.
11. **Windows:** Licensee shall remove advertisements posted on outside of the building. Licensee shall limit advertisements on exterior-facing windows to no more than 25% of any single window, and allow unobstructed view into the interior of the premises.
12. **CAPS and Community Meetings:** The Licensee agrees to attend regular CAPS beat and to set up and/or attend meetings with the local Alderman, Police Commander, and community residents to discuss any problematic concerns regarding the operation of the business.
13. **Cooperation With Inspections:** The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-132 of the City of Chicago Municipal Code which requires Licensees and their agents to cooperate with City of Chicago inspectors.
14. **Sale of Unstamped Tobacco Products:** The Licensee agrees that it is familiar with, and shall abide by Chapter 3-42-020 and 3-42-025 of the City of Chicago Municipal Code, which prohibit the sale of tobacco products without the required city and county tax stamps.
15. **Sale of Tobacco Products or Accessories to Minors Prohibited:** The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-200 of the City of Chicago Municipal Code and will not sell tobacco products or tobacco accessories to any individual under the age of 21 years. The Licensee agrees that he shall institute a strict policy which will require the cashier to check the identification of all patrons purchasing tobacco to ensure compliance with the MCC. Given that the Licensee is responsible for the acts of its employees, the Licensee will ensure that all future employees are trained to follow this policy regarding requesting identification of all persons purchasing such tobacco merchandise prior to any employee working behind the register.
16. **Signage:** The Licensee agrees to place a sign in a conspicuous and prominent location reminding patrons not to cause undue noise or loitering in the community, and to respect the neighborhood.
17. **Posting of Warning Signs to Minors:** The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-210 of the City of Chicago Municipal Code and will display a sign in a conspicuous location inside the Licensed Premises that reads “It Is A Violation Of The Law For Cigarettes Or Other Tobacco Products or Tobacco Accessories To Be Sold TO Any Person Under The Age Of 21. Any Person Who Violates This Law Is Subject To A Fine And Possible Imprisonment.”

18. **Recordkeeping:** The Licensee agrees that it is familiar with and shall abide by Chapter 4-64-150 of the Chicago Municipal Code, which requires a retail tobacco dealer to keep a book in which details of all purchases of cigarettes are recorded, and which book is available for inspection upon request by the City of Chicago.
19. **Sale of Single Cigarette:** The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-191 of the City of Chicago Municipal Code, which prohibits offering for sale or selling any cigarette or tobacco that is not in its original factory-wrapped package.
20. **Sale of Electronic Cigarettes:** The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-091 of the City of Chicago Municipal Code, which includes electronic cigarettes in the definition of tobacco products thereby subjecting E-cigarettes to the same restrictions as other tobacco products.
21. **Sale of Flavored Cigarettes:** The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-098 of the City of Chicago Municipal Code, which prohibits the sale of flavored tobacco products within 500 feet of any secondary school.
22. **Store Policies:** The Licensee agrees that it is familiar with and shall abide by the Rules for Retailers, including Rule 20 which requires posting its refund, return, and check cashing policies in a conspicuous manner on a sign at each cash register and at the customer desk or other centrally located area accessible to the public. If the Licensee has a credit or debit card policy imposing a minimum charge for use of a credit card or a debit card, such policy must also be posted in a conspicuous manner.
23. **Price Marking --** The Licensee agrees that it is familiar with, and shall abide by Chapter 4-276-510 and Chapter 4-276-610 of the Municipal Code of Chicago as well as the Rules for Retailers, including Rule 31, which requires individual price marking all items for sale in the establishment
24. **Receipts:** The Licensee agrees that it is familiar with, and shall abide by the Rules for Retailers, including Rule 32, which requires the licensee to supply a written receipt for each transaction that contains as a minimum, the date and amount of the transaction, and the name and location of the retailer.
25. **Outdated Merchandise:** The Licensee agrees that it is familiar with, and shall abide by Chapter 4-276-470 of the Municipal Code. The Licensee agrees that no outdated and expired products will be shelved and sold with fresh products.
  - The manager or employee on duty will conduct a daily check of all merchandise offered for sale with expiration dates. Upon the discovery of any expired items, they shall be placed in a box marked for expired items and completely separated from non-expired items.
  - Upon the purchase of perishable items, a log shall be kept of the expiration date of such items.

The conditions of the liquor licenses issued pursuant to this plan of operation are legally binding and may be enforced by the City of Chicago enforcement authorities under Section 4-60-040 (h) of the City of Chicago Municipal Code. 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 liquor licenses issued pursuant to this plan of operation shall apply to the business address and License 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 plan of operation next to the liquor license in a conspicuous place at the business address.

**Licensee:** Challenge Discount, Inc.  
d/b/a Platinum Star  
**Business Address:** 3821-23 W. Roosevelt  
Chicago, Illinois 60624

By:  Date: 3-5-18  
Challenge Discount, Inc.

-and-

By:  Date: 3/6/18  
Shannon K. Trotter  
Local Liquor Control Commissioner