



## DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION

### CITY OF CHICAGO AGREED PLAN OF OPERATION

Licensee: One Stop Food & Cellular Inc.  
D/B/A Big Sam's Food & Cellular

Premises: 333 W. 119<sup>th</sup> Street  
Chicago, IL 60628

Licenses: Tobacco Retail Over Counter  
Retail Food Establishment

Account #: 358366

Pursuant to Chapter 4-4-313 of the City of Chicago Municipal Code, the above named Licensee agrees to comply with the conditions listed below to assure that the operation of said business will not cause a public nuisance or deleterious impact on the health, safety and welfare of the community.

#### 1. **Hours Of Operation:**

Licensee shall until further notice by LLCC and BACP, only operate the business between the hours of 6:00 am and 9:00 pm daily. *The hours of operation portion of this plan of operation shall be subject to re-evaluation in 30 days.*

#### 2. **Licensed and Bonded Security:**

Licensee agrees to hire and maintain a licensed and bonded security service to provide interior and exterior security services at the premises from opening of the business to closure daily. *The security service portion of this plan of operation shall be subject to re-evaluation in 30 days.*

#### 3. **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.

#### 4. **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.

**5. 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.

**6. 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.

**7. 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, including menthol, within 500 feet of any school.

**8. Cooperation With Inspections –Required:**

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 when present at the Licensee business and express intention to inspect the licensee premises.

**9. 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 18. Any Person Who Violates This Law Is Subject To A Fine And Possible Imprisonment.”

**10. Sale or Possession of Tobacco Products or Accessories By Minor Prohibited:**

The Licensee agrees that it is familiar with, and shall abide by Chapters 4-64-190 and 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 18. The Licensee agrees that it shall institute a strict written policy that all employees will be trained to follow regarding requesting individual identification of all persons purchasing such tobacco merchandise.

**11. 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.

**12. 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 32, which

requires individual price marking all items for sale in the establishment unless the establishment is an APS (Alternative Pricing System) certified establishment approved by the Commissioner of BACP.

13. **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.

14. **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.

15. **Lighting:**

The Licensee agrees to provide proof of adequate lighting on and about the premises within 21 days of the execution of this agreement.

16. **Cleanliness/Obstruction of Business Premises:**

The Licensee agrees to clean-up and maintain a clean business premises. Licensee agrees to remove litter and debris from the area outside and adjacent to the store at least twice daily, and to maintain a log of when clean up dates and times. Licensee further agrees to remove any and all obstructions, including advertisements, from all exterior windows to allow adequate view into and from the business premises.

17. **No Loitering Tolerated:**

The Licensee agrees to urge loiterers NOT to congregate on the public way in front of or on the side of the business. The Licensee agrees to call 911 to report illegal activity including but not limited to loitering in or adjacent to the business premises and also to sign complaints. The Licensee agrees to obtain "no loitering" signs from the Chicago Police Department and post said signs in visible locations about the outside perimeter of premise within 21 days of the execution of this agreement.

18. **Cooperation with the Police Department:**

The Licensee agrees in order to facilitate a reduction in crime, to call 9-1-1 when necessary, keep and maintain a log of when and why 9-1-1 calls are made, and to ensure employee(s) sign criminal complaints when requested by police.

19. **CAPS and Community Meetings:**

The Licensee agrees to regularly attend CAPS beat meetings and to schedule and attend meetings with the local Alderman, Police Commander and Community resident groups or residents to discuss any problematic concerns regarding the operation of business.

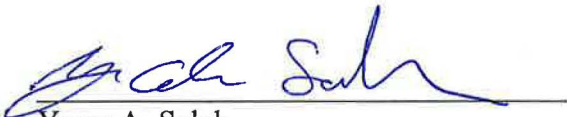
The conditions of this plan of operation are legally binding and may be enforced by the City of Chicago enforcement authorities. Violation of the above-stated conditions may result in the imposition of a cease and desist order and fines in addition to license suspension or revocation.

The conditions imposed pursuant to this plan of operation shall apply to the business address and Licensee and to all officers, managers, partners, and direct or indirect owners of the licensed entity. The sale of the business to other persons purchasing stock or membership of units of the licensed entity does not void the above conditions on 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, 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: One Stop Food & Cellular Inc.  
D/B/A Big Sam's Food & Cellular

Business Address: 333 W. 119<sup>th</sup> Street  
Chicago, IL 60628

By:   
Yaser A. Saleh  
President, One Stop Food & Cellular Inc.

Date: 1. 28. 2016

and

By:   
Barbara Gressel, Deputy Commissioner  
Department of Business Affairs and Consumer Protection

Date: Jan. 28, 2016