



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION
CITY OF CHICAGO

AGREED PLAN OF OPERATION

Licensee: Nayef Joudeh
D/B/A Super Nick Food

Premises: 4115 W. Roosevelt Road
Chicago, Illinois 60623

License Type: Retail Food License
Account Number: 7174
Site Number: 1

In settlement of license discipline case number 16-LR-0141 the above named Licensee has agreed voluntarily surrender its Retail Tobacco and Package Goods licenses and to comply with the conditions listed below to assure that the operation of a retail food store will not cause a public nuisance or deleterious impact on the health, safety and welfare of the community.

1. **Tobacco and Liquor Licenses Prohibited**

In consideration of this Agreement, the City shall not issue any new liquor or tobacco license for the Premises for one year from the date of this agreement ("one year ban"), and Licensee agrees that it and its heirs, assigns, successors, and legal representatives, waive any challenge or objection to the one year ban. In further consideration of this Agreement, Nayef Joudeh, individually agrees that he will not, at any time in the future, apply for a liquor or tobacco license in the City of Chicago, or have any ownership or management interest in any business holding or requiring a liquor or tobacco license in the City of Chicago, and that doing so shall constitute a material breach of this Agreement and shall constitute grounds for rescission, denial or revocation of any such City of Chicago license.

2. **Sale of Tobacco Products Prohibited**

The Licensee agrees that it does not have a retail tobacco license and therefore cannot sell or store tobacco products of any kind including tobacco accessories.

3. **Hours of Operation**

The Licensee agrees that hours of operation will be 9:00 A.M. to 11:00 P.M. Sunday through Thursday and 9:00 A.M. to 12:00 A.M. Friday and Saturday.

4. **Security Cameras**

The Licensee agrees to install a security camera system for the safety of patrons, employees, and the community. Such cameras shall be able to record discernable images from a minimum distance of 50 feet in front of and on the side of all business entrances. Licensee shall maintain all video or digital recordings for a minimum of 72 hours and make such recordings immediately available upon request of any City of Chicago law enforcement agency.

5. **Outdoor Lighting**

The Licensee agrees to provide sufficient outdoor lighting on the street and in the alley of the business premises to provide for the safety of patrons and employees.

6. **Security Staff**

The Licensee shall retain the services of a security guard during hours the store is open for business to address and abate loitering, drug sales, drinking, and urinating on the public way.

7. **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 problematic concerns regarding the operation of the business.

8. **Windows**

The Licensee agrees that it is familiar with and shall abide by MCC §13-020-550 which limits advertising signs on exterior-facing windows to no more than 25% of any single window, and allowing unobstructed view into the interior of the premises.

9. **Store Policies Must Be Posted**

The Licensee agrees that it is familiar with, and shall abide by the Rules and Regulations for Retailers, including Rule 20 which requires posting its refund, return, and check-writing policies in a conspicuous manner on a sign at each cash register and at the customer service 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 or debit card, such policy must also be posted in a conspicuous manner.

10. **Price Marking Required**

The Licensee agrees that it is familiar with, and shall abide by the Rules and Regulations for Retailers, including Rule 31, which requires individual price marking all items for sale in the establishment.

11. **Sale of Outdated Products Prohibited**

The Licensee agrees that it will not stock, display or sell merchandise, including but not limited to infant formula, food or over-the-counter medications, that is outdated or past the “sell-by” date on the packaging or container.

12. **Sale of Unlicensed Merchandise Prohibited**

The Licensee agrees that it will not stock, display or sell merchandise that is not officially licensed. Such merchandise may infringe upon trademarks and is illegal.

13. **Receipts**

The Licensee agrees that it is familiar with, and shall abide by the Rules and Regulations for Retailers, including Rule 32, which requires the licensee to supply a written receipt for each transaction that contains at a minimum, the date and amount of the transaction, and the name and location of the retailer.

14. **BPA Rules**

The Licensee agrees that it is familiar with, and shall abide by the Rules and Regulations for Retailers, including Rules 43 and 44 which require that only BPA Free Child Containers may be offered for sale. Signage that include the words “BPA Free” must be posted where such containers are displayed.

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 the stock or membership 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: Nayef Joudeh
D/B/A SUPER NICK FOOD

Business Address: 4115 W. Roosevelt Road
Chicago, Illinois 60623

By: Nayef Joudeh Date: 1-23-2017

Nayef Joudeh

-and-

By: Barbara Gressel Date: 1/23/2017

Barbara Gressel, Deputy Commissioner
Business Affairs and Consumer Protection