



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO

**AGREED BUSINESS LICENSE PLAN OF OPERATION**

**Licensee:** Abia Corp.  
**Premises:** 4403 N. Elston Ave.  
Chicago, Illinois 60630  
**License:** Retail Food, Retail Tobacco  
**Account:** 368378 - 1

The City of Chicago Department of Business Affairs (BACP) and the above-named license have agreed to the following license conditions concerning the operation of the business and in lieu of license discipline for multiple tobacco violations:

- 1. Sale of Tobacco products or accessories by 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 it shall institute a strict, written policy which will require employees to check the identification of all patrons purchasing tobacco to ensure compliance with MCC. Given that the licensee is responsible for the acts of its employees, Licensee will ensure that every employee is trained to follow this policy regarding requesting identification of all persons purchasing such tobacco merchandise prior to any employees working behind the register. The Licensee further agrees that any violations of this ordinance within the next 24 months will result in immediate license discipline.
- 2. Posting of Warning Sign 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."
- 3. Sale of Unstamped Tobacco Products** - The Licensee agrees that it is familiar with, and shall abide by Chapters 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 stamp.

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 Cigarettes** - 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 Bidi Cigarettes** - 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 bidi cigarette. Licensee further agrees not to offer for sale or sell any cigarette wrapping paper or leaf that is impregnated, scented with, or dipped in alcoholic liquor, chocolate, fruit flavoring, vanilla, or honey.

7. **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, and which includes electronic cigarettes in the definition of tobacco products thereby subjecting E-cigarettes to the same restrictions as other tobacco products, and which became effective July 16, 2014.

8. **Outdoor Lighting** - The Licensee agrees to have adequate outdoor lighting within the establishment and outside the business to ensure the safety of patrons and employees.

9. **Security Cameras** - The Licensee agrees to install security cameras, at least one (1) camera inside that captures the register and one (1) camera outside of the premises that captures customers walking in and out. Such cameras shall be able to record discernible images from a minimum distance of 15 feet in front of and on the sides of any business entrance. The Licensee shall maintain such cameras and video footage for a minimum of 72 hours, and make such recordings immediately available upon request of CPD or any other City of Chicago agency. Proof of purchase and installation must be provided to BACP for the Retail Food License to be issued.

10. **Signage** - The Licensee agrees to post signs in conspicuous and prominent locations as follows: 1) remind patrons to respect neighbors; and 2) "no loitering allowed."

11. **Unobscured Windows** - The Licensee agrees not to cover or obstruct the store windows with signs so that CPD officers have a clear view of the interior.

12. **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.

13. **911 & Incident Logs** - The Licensee agrees to keep and maintain a Log of all calls to 9-1-1 and an Incident Log on which the owner and / or employees record any illegal activity observed inside or outside of the licensed premises. Both logs shall be kept on the licensed premises for a period of one year and made available to CPD or BACP upon request.

14. **Cooperation with Chicago Police Department** - The Licensee agrees to attend (or have a representative attend) all C.A.P.S. meetings and other similar CPD sponsored meetings to improve awareness with community concerns of problems within the neighborhood. The Licensee further agrees to cooperate with the police department in any and all incident investigations.

15. **Community Participation** - The Licensee agrees to work with the local alderman and community groups to address any issues with the operation of the business.

16. **Trash and Garbage Disposal** - The Licensee agrees to remove any trash and debris outside of the business including the front, side, and rear of the premises. The licensee agrees to maintain a regular schedule of cleaning at least twice during the day.

17. **Store Policies** - 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 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.

18. **Price Marking** - 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.

19. **Sale of Unlicensed Merchandise** - 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.

20. **Sale of Outdated Food and Over-the-Counter Medications** - The Licensee agrees that no outdated and expired products will be shelved and sold with fresh products.

21. **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 the amount of transaction, and the name and location of the retailer.

22. **Cooperation with Inspections** – The Licensee agrees that it is familiar with, and shall abide by MCC 4-64-500(3) which requires the following:

(i) Licensees and their agents who sell tobacco shall present valid government-issued identification when an authorized City investigator has identified himself and requested such identification.

(ii) Licensees and their agents shall be prohibited from closing and locking safe doors and other doors, including but not limited to doors to closets and storerooms, when an authorized City investigator has identified himself and announced his intention to inspect the premises for compliance with the requirements of this Code.

(iii) Licensees and their agents shall immediately stop selling cigarettes and other tobacco products when an authorized City investigator has identified himself and announced his intention to inspect the premises for compliance with the requirements of this Code.

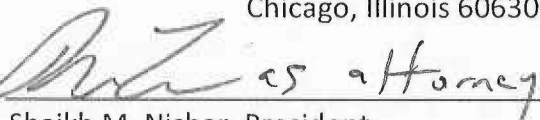
(iv) Within thirty minutes of the arrival of any authorized City investigator charged with responsibility for inspecting the licensed premises, the licensee shall have a person available on site to open any locked safe or door where unstamped cigarettes may be hidden.

The agreed conditions of the License Plan of Operation are legally binding and may be enforced by City of Chicago enforcement authorities. Violations of the above-stated agreed conditions may result in the imposition of a fine and / or suspension or revocation of all business licenses issued to the 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 licenses.

The agreed conditions of the License Plan of Operation shall apply to the business address and licensee and to all officers, managers, members, partners and direct or indirect owners of the entity 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 License Plan of Operation next to the business license certificates in a conspicuous place at the business address.

**Licensee:** Abia Corp. d/b/a Nick Pantry  
4403 N. Elston Ave.  
Chicago, Illinois 60630

By:  Date: 11-6-17  
Shaikh M. Nishar, President

By:  Date: 11/6/17  
Barbara Gressel, Deputy Commissioner  
Business Affairs and Consumer Protection