



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION
CITY OF CHICAGO

AGREED PLAN OF OPERATION

Licensee: Legendary Cigars

Premises: 5721 S. Wentworth Avenue, 1st Floor, Chicago, Illinois 60621

Account #: 430916-1

Licenses: Retail Tobacco Dealer

The City of Chicago Department of Business Affairs (BACP) and the above-named licensee have agreed that the following pre-license conditions will be met to ensure that the operation of a retail tobacco store, in a location with a history of license violations, will not cause a public nuisance or deleterious impact on the health, safety and welfare of the community. Furthermore and pursuant to Chapter 4-4-313 of the Municipal Code of Chicago, all pre-license conditions must be met before a retail sale of tobacco products and accessories license will be issued:

1. **No Smoking inside Premises**—The Licensee agrees that it is familiar with and shall abide by Chapters 7-32-015 of the City of Chicago Municipal Code prohibiting smoking in Public Places.
2. **Individuals Prohibited from Owning/Managing the Business** -- The Licensee agrees that neither Anthony Dade nor Kenneth Richard shall have any ownership stake or management duties in the business.

3. **Restricted Hours of Operation** –Licensee agrees that they shall operate or otherwise be open to the public for business during the following hours:

Monday through Thursday & Sunday- 7:00am-11:00pm

Friday and Saturday- 7:00am-12:00am

4. **Outdoor Lighting**: The Licensee shall install and maintain adequate lighting on all sides of the licensed premises. Lighting shall include 500 watt halogen or LED fixtures and be able to produce discernable images from a distance of 15 feet on all sides of each entry and exit. All exterior light fixtures must have the required public way use permits.

5. **Security Cameras**: The Licensee shall install, at minimum, an eight (8) camera security system canvassing the interior and exterior of the Premises as follows:

- Exterior cameras shall be positioned to view the Licensee’s main entrance as well as the side of the building.
- The camera system shall have sufficient interior high-definition cameras to provide coverage of all areas inside the Premises;
- The cameras shall be sufficiently light-sensitive to provide image resolution of clearly discernable images;
- Exterior cameras shall be designed to operate at night and have light sensitivity and image resolution to produce discernable images.
- The cameras shall be able to record discernable images from a minimum of 15 feet in front of and on the sides of any business entrance;
- The camera system shall be centrally monitored and shall record continuously while the establishment is open to the public;
- The images recorded by the cameras shall be capable of being viewed through use of compact disc, electronic file transfer, and other digital media and shall be capable of being transferred to a variety of portable forms of media including, but not limited to, compact disc and digital video disc;
- The Licensee shall maintain video recordings for a minimum of 30 days and indexed by date and time. All recordings shall be stored at the licensed Premises in a secured manner and shall be made available within 24 hours of a request by any City of Chicago agency;
- The Licensee shall sign up for the OEMC Private Camera program.
- The Licensee will post signage notifying the public of the presence of surveillance cameras.

- All exterior cameras must have the required public way use permits.
6. **Unobscured Windows** – The Licensee agrees to ensure that signage on store windows will be limited and not obstruct a clear view to the interior.
 7. **Signage** -- The Licensee agrees that any exterior signs will meet the requirements of the Municipal Code of Chicago including but not limited to Chapter 17-12, Chapter 13-96, and Chapter 13-20.
 8. **Sale of Unstamped Tobacco Products Prohibited** -- 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.
 9. **Sale or Possession of Synthetic Marijuana and Synthetic Stimulants Prohibited** – The Licensee agrees that it is familiar with and shall abide by Chapters 4-4-333 and 4-4-334 of the City of Chicago Municipal Code, which prohibit the possession, sale, offering for sale, or concealment of any product containing hallucinogenic substances and synthetic stimulants, including but not limited to bath salts.
 10. **Sale or Possession of Drug Paraphernalia Prohibited** – The Licensee agrees that it is familiar with and shall abide by Chapter 7-24-091 of the City of Chicago Municipal Code, which prohibits the possession, sale or offering for sale of drug paraphernalia including glass tubes and self-sealing plastic bags under two inches in either height or width.
 11. **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.
 12. **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.
 13. **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.

14. **Community Participation** – The Licensee agrees to work with the local alderman and community groups to address any issues with the operation of the business. Further, the Licensee agrees to provide a name and contact information for the responsible party for the business to the local alderman’s office.
15. **Trash and Garbage Disposal** – The Licensee agrees to remove any weeds, trash and debris outside of the business including the parking lot and the front, sides, and rear alley of the premises. The Licensee agrees to maintain a regular schedule of cleaning at least twice each day.
16. **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.
17. **Sale of Outdated Food** -- The Licensee agrees that no outdated and expired products will be shelved and sold with fresh products
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. **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.
21. **Cooperation with Inspections** – The Licensee agrees that it is familiar with and shall abide by MCC 4-64-500(3) which require the following:
 - (i) Licensees and their agents ... 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.

21. **Review of Conditions** – The Licensee agrees to meet with BACP to review and possibly modify these conditions 9 to 12 months after the date the Plan of Operation is effective.

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 license.

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: Legendary Cigars, Ltd.
5721 W. Wentworth Avenue, 1st Floor
Chicago, Illinois 60621

By: Christopher G. Vihnanek Date: 6/4/19

Christopher G. Vihnanek, President

And

By: Barbara Gressel Date: June 4, 2019

Barbara Gressel, Deputy Commissioner
Business Affairs and Consumer Protection