

DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION CITY OF CHICAGO

AGREED BUSINESS LICENSE PLAN OF OPERATION

Licensee:

Chicago 08, Inc.

Premises:

6859 South Loomis

Chicago, Illinois 60636

License Type:

Retail Food Establishment

Account Number:

348833

The City of Chicago Department of Business Affairs & Consumer Protection ("BACP") and the above-named Licensee, in settlement of pending license discipline cases 16-NR-198 and 16-NR-0243, have agreed to the following license conditions concerning the operation of this business:

- 1. <u>Sale and Storage of Tobacco Products is Prohibited.</u> The Licensee agrees that is does not have a retail tobacco license and therefore may not store, sell or offer for sale any tobacco products, including but not limited to electronic cigarettes, cigarette wrapping papers or any other tobacco accessories.
- 2. <u>Drug Paraphernalia</u>. The Licensee shall remove any tobacco rolling papers, glass tubes, small baggies measuring two inches or less, and any readily apparent suspect drug paraphernalia or related merchandise, if any, from inventory.
- 3. 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 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.
- 4. <u>Price Marking.</u> 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 of all items for sale in the establishment.
- 5. <u>Receipts.</u> 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.
- 6. <u>Sale of Outdated Food.</u> The Licensee agrees that no outdated and expired products will be shelved and sold with fresh products.
- 7. <u>Sale of Unlicensed Merchandise.</u> The License agrees that it will not stock, display, or sell merchandise that is not officially licensed. Such merchandise may infringe upon trademarks and is illegal.
- 8. <u>Unobscured Windows.</u> The Licensee agrees not to cover or obstruct the store windows with signs or other materials so that Chicago Police Department ("CPD") officers can have a clear view into the interior.
- 9. 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 9-1-1 to report illegal activity, including but not limited to loitering in or adjacent to the business premises. Licensee also agrees to cooperate with any CPD efforts, including but not limited to signing complaints.
- 10. <u>9-1-1 and Incident Logs.</u> The Licensee agrees to keep and maintain a log of all calls to 9-1-1 and an Incident Log on which the Licensee and / or employees record any illegal activity observed inside or outside 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.
- 11. <u>Cooperation with Chicago Police Department.</u> The Licensee agrees to attend CAPS meetings and to cooperate with the Chicago Police Department in any and all incident investigations.
- 12. <u>Community Participation.</u> The Licensee agrees to work with the local alderman and community groups to address any issues and concerns with the operation of the business.
- 13. <u>Trash and Garbage Disposal.</u> 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.

The agreed conditions of this Plan of Operation are legally binding and may be enforced by City of Chicago enforcement authorities. Violation 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 business licenses.

The agreed conditions of this 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 licensed

entity. 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 Plan of Operation next to the City of Chicago License certificates issued to Licensee in a conspicuous place at the business premises.

Licensee:

Chicago 08, Inc.

Business Address:

6859 South Loomis, Chicago, Illinois 60636

Mohammed S. Ali, President

Chicago 08, Inc.

Date signed

07/14/17

Barbara Lypsi Barbara Gressel Deputy Commissioner

Business Affairs and Consumer Protection

July 14, 2017 Date signed