



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION
CITY OF CHICAGO

RETAIL FOOD LICENSE AND FILLING STATION LICENSE AGREED PLAN OF OPERATION

Licensee: Stony Express Inc.

D/B/A: Stony Citgo

Premises: 8300 S. Stony Island
Chicago, Illinois 60617

License Type: Retail Tobacco License, Retail Food License, Filling Station License, and Motor Vehicle Repair
Account Number: 230079
Site Number: 1

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

1. **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—25 of the City of Chicago Municipal Code, which prohibit the sale of tobacco products without the required city and county tax stamp. Employees will be trained and will verify that all cigarettes being sold in the store have the required state and city/county stamps.
2. **Sale of Tobacco Products or Accessories to 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 18 years. The Licensee agrees that he shall institute a strict policy which will require the cashier to check the identification of all patrons purchasing tobacco to ensure compliance with the MCC. Given that the Licensee is responsible for the acts of its employees, the Licensee will ensure that all future employees are trained to follow this policy regarding requesting identification of all persons purchasing such tobacco merchandise prior to any employee working behind the register. The Licensee



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further agrees that any violations of this ordinance within the next 24 months will result in immediate license discipline.

3. **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 License 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.”
4. **Recordkeeping required** – 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 prohibited** – 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 prohibited** – 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 flavor, vanilla, or honey.
7. **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 of all items for sale in the establishment.
8. **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



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for use of a credit or debit card, such policy must also be posted in a conspicuous manner.

9. **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.
10. **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.
 - a. 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.
 - b. Upon the purchase of perishable items a log shall be kept of the expiration date of such items.
11. **Unobscured Windows** – The Licensee agrees not to cover or obstruct the store windows with signs so that CPD officers have a clear view to 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.



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The Licensee further agrees to cooperate with the police department in any and all incident investigations.

- a. Employees will report any illegal activities as soon as possible.
- b. The Licensee shall provide video footage from security cameras when requested to do so by authorities.

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. **Restricted Hours** – The licensee shall close daily from 10:00 P.M. until 6:00 A.M. The licensee shall not operate as a 24 hour business.
18. **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.
19. **Additional Terms and Conditions** --The Licensee agrees that after this License Plan of Operation is executed, if the licensee commits any violation of unstamped tobacco or tobacco sale to minor (3-42-020, 3-42-025, 4-64-190), BACP will immediately terminate Licensee's retail tobacco license pursuant to this agreement. A final disposition by the City of Chicago Department of Administrative Hearings, the Mayor's License Discipline Commission, or any other venue, in which the Licensee has exhausted all available appeals, shall serve as proof of such violation. In the event BACP receives reports of future violations of this licensee, BACP reserves the right to proceed directly to license disciplinary proceedings regardless of the violation(s) committed.
 - a. In furtherance of this agreement, the licensee agrees to concurrently execute a separate document, a Conditional Voluntary Surrender, (attached hereto) which will result in the licensee's voluntary surrender of its' tobacco license. Any violation of unstamped tobacco or tobacco sale to minor (3-42-020, 3-42-025, 4-



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64-190) will result in termination pursuant to the agreement. In accordance with the Voluntary Surrender, the licensee agrees that it will physically turn over its tobacco license to the City without the requirement of an additional or separate hearing.

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. After two years, Licensee can approach the Department about the terms of this agreement.

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: **Stony Express Inc.**
 D/B/A: Stony Citgo

Business Address: 8300 S. Stony Island
 Chicago, Illinois 60617

By: _____
 Mohammad Qwaisini
 President, Mohammad Qwaisini

Date: _____
 5/1/17

-and-



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

Date: May 2, 2017