



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION
CITY OF CHICAGO

AGREED BUSINESS LICENSE PLAN OF OPERATION

Licensee: 8 Brothers Wireless & Mini Market, Inc.

Premises: 8701 S. Racine
Chicago, Illinois

Licenses: Retail Tobacco, Retail Food

Account #: 358276

In settlement of case # 16 NR 23, in lieu of revocation of all of the business licenses, and pursuant to Chapter 4-4-313 of the Municipal Code of the City of Chicago, the above-named licensee has agreed to the following conditions concerning the operation of the business:

1. **Sale of Unstamped Tobacco Products** – 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.
2. **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.
3. **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.
4. **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 flavor, vanilla, or honey.

5. **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 21. Any Person Who Violates this law is Subject to a Fine and Possible Imprisonment.”
6. **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 that all employees will be trained to follow regarding requesting identification of all persons purchasing such tobacco merchandise.
7. **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.
8. **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.
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 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.
11. **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.
12. **CAPS and Community Participation** – The Licensee agrees to attend regular CAPS beat meetings and to work with the local alderman and local community groups at their request and upon reasonable notice to identify and address any issues with the operation of the business, including noise, loitering, crime and other quality of life issues.

13. **Security** – Loud, unruly behavior or unlawful activity by patrons within the business or the adjacent area around the business shall be prevented by the following:

- Licensee shall install and maintain adequate lighting on all sides of the licensed premises to ensure the entire property is well-lit;
- Licensee shall maintain staff within the premises to ensure customers conduct themselves in a lawful manner;
- Licensee and his agents shall call 911 in any emergency or after witnessing any unlawful activity from a land line;
- Licensee and his agents shall sign complaints and be willing to testify against persons engaging in unlawful activity on the premises;
- Licensee shall post “NO LOITERING” and “WE CALL POLICE” signs conspicuously on the premises;
- Licensee shall enforce the ban against loitering on the premises by instructing people to leave and calling police if they do not obey;
- Licensee and his agents shall fully cooperate with all BACP and CPD inspections and investigations.

14. **Security Logs and Practice** – The Licensee and his agents shall maintain a log (record) of all incidents that occur on the premises. This log will be kept in the business at all times and be provided to BACP or CPD when requested.

15. **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 outside the business at least twice during the day. Licensee agrees to contract with a licensed scavenger service to ensure trash is picked up regularly, and will strictly adhere to city ordinances concerning commercial dumpsters.

The agreed conditions of the Business 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.


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: 8 Brothers Wireless & Mini Market, Inc.
8701 S. Racine, Chicago, Illinois

By:  _____ Date: 13-06-2017

Hazem Aljamal, President
8 Brothers Wireless & Mini Market, Inc.

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By:  _____ Date: 6/13/17

Barbara Gressel, Deputy Commissioner
Business Affairs and Consumer Protection