



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION
CITY OF CHICAGO

AGREED BUSINESS LICENSE PLAN OF OPERATION

Licensee: Smart Food Mart & Cellular, Inc.
Premises: 9249-53 S. Halsted, Chicago, IL 60620
License(s): Retail Food, Retail Tobacco

The City of Chicago Department of Business Affairs (BACP) and the above-named licensee have agreed to the following license conditions concerning the issuance of a tobacco license and in lieu of the denial of the tobacco license pursuant to MCC 4-64-245.

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.
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**– 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



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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 flavor, 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.
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 for use of a credit or debit card, such policy must also be posted in a conspicuous manner.
9. **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.
10. **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.
11. **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.



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12. **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.
13. **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.
14. **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.
15. **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.
16. **Community Participation** – The Licensee agrees to work with the local alderman and community groups to address any issues with the operation of the business.
17. **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.
18. **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.
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.

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.



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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 liquor 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:

By: _____ Date: _____

Ali Mohamed Ali, President

-and-

By: Barbara Gressel Date: 3/15/2016

Barbara Gressel, Deputy Commissioner
Business Affairs and Consumer Protection



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Licensee:

By: 

Date: 3-14-16

President

-and-

By: Barbara Gressel

Date: 3/15/2016

Barbara Gressel, Deputy Commissioner
Business Affairs and Consumer Protection