CITY OF MINNEAPOLIS
LICENSES AND CONSUMER SERVICES
350 SOUTH 5TH STREET, ROOM 1-C, CITY HALL
MINNEAPOLIS, MN 55415

BUSINESS LICENSE OPERATING CONDITIONS

EL ASRAGE CO- MARKET EXPRESS
KHALID ASTAGE
3159 CHICAGO AVENUE
MPLS, MN 55407

17-APR-08

Request Number:08-0621150
Re: L155 50623 MARKET EXPRESS
for FOOD GROCERY

Your tobacco dealer L022-50623 and Food-Grocery L155-50623 will be granted with the following conditions:

1) "No Trespassing" signs will remain clearly posted on the exterior of the business. Grocery store staff will immediately ask people that are observed loitering in the immediate vicinity of the store to leave. The store understands that they are responsible for the parking area behind the store as well as the sidewalks and streets surrounding the store. If the loitering activity persists, staff will call 9-1-1 and request police assistance to alleviate the loitering activity. The business agrees to cooperate fully in the prosecution of criminal activity. Mpls Ord. 259.250(1) (I), and Minnesota Statute 609.605.

2) The business will have a minimum of (2) staff employees working from 6:00 p.m. until the close of business each day to ensure monitoring of the exterior and to reduce negative behaviors. Mpls Ord. 259.250(1) (I) (3) and (4).This condition is in effect until September 30, 2008. unless criminal activity, as determined by the 3rd Precinct MPD, is still a neighborhood problem.

3) The business agrees not to sell single cigars, or single cigarettes or packs of cigars with plastic tips. This condition is in effect until September 30, 2008 unless violations were found during the one year period.

4) The business agrees not to sell items which are commonly used by drug users and drug dealers. These items include glass pipes (sometimes with roses inside), Brillo Pads or Chore Boy products, tobacco pipes, small zip lock bags also known as jewelry bags, and single use tobacco products to include rolling papers. The business will also agree not to supply matches to non-tobacco customers.

5) The business agrees to keep all exterior and interior lights illuminated and functioning properly with light hoods per Mpls Ord. 259.250 (8). The lighting shall be attached to a photo light sensor set to automatically illuminate at sun set. This condition shall be completed within one month of signing this agreement.

6) All windows will be free of signs and other items that block the view in and out, as is specified in Minneapolis Ord. 543.350.

7) The owner shall install a digital camera system with a 30 day recording device. The owner agrees to turn over recorded information within 4 hours of a request by MPD. A digital camera system shall be installed to record the front, side and rear of the store. This condition shall be completed within one month of signing this agreement.
8) The owner agrees not to install temporary advertising banners or signs on the exterior of premises, including the fences, walls, or other fixtures of the property.
9) The business agrees to clean the property and all areas within 100 feet of the property line of litter and trash as often as necessary to prevent the accumulation of litter, trash and debris. The business shall maintain a litter receptacle in front and side of the business that is convenient for customer use. The container shall be from the adopt a litter program with Minneapolis Public Works.
10) Refuse shall be stored in a regularly serviced, closed container (dumpster) that shall be screened from view as is required by Minneapolis Codes. At no time shall this refuse container be overfilled so that the cover cannot be completely closed at all times. This requirement shall be fulfilled before the store opens for business.
11) The business will have maximum operating hours as follows: Sunday through Thursday, 7:00 a.m. to 9:00 p.m. Friday and Saturday, 7:00 a.m. to 10:00p.m. These hours will remain in effect for a period of one year. If criminal activity is still a problem, as determined by the 3rd Precinct MPD, the hours will continue.
12) The business will stock a variety of common staple food items such as milk, bread, canned and frozen vegetables, soups, fruit juice, and cereals, etc. Food items shall be removed from stock when the printed shelf life date has expired.
13) Business will maintain Worker's compensation insurance at all times the business is in operation.
14) The business partners agree that they will attend the block club meeting Parkside West meeting on a monthly basis. Parkside West meets every second Tuesday at the Chicago Lake Safety Center.
15) The $800 citation for signs blocking the windows and the $400 citation for single cigarette sales have been appealed.
17) 3.2 beer can only be sold in original packages containing at least six bottles/cans. Single cans or bottles of 3.2 beer shall not be sold.
18) Graffiti shall be removed as required by MCO 226.
19) All Environmental Health orders must be completed before the store can reopen.

I have read the conditions listed above. I agree with the conditions and understand that failure on our part, or on the part of my company or employees to adhere to these conditions, may be cause for future adverse license action, including the suspension, revocation, or denial of the renewal of the L155 50623 MARKET EXPRESS license. These conditions will be effective for the duration the license operates at these premises, unless otherwise amended by the City Council of Minneapolis.

Based upon the foregoing, this agreement is freely & voluntarily entered into in good faith:

Licensee

Khalid

Signature

KHALID ELASRAGE officer

Print Name **Title**

Date: 04-18-08

City of Minneapolis

By:

Ricardo X. Cervantes Deputy Director, Licenses

Print Name

Dated: April 18, 2008