



**DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO**

**NUISANCE ABATEMENT PLAN**

**Licensee:** D Train Food Mart, Inc.  
**Premises:** 447 E. 63<sup>rd</sup> Street  
Chicago, Illinois 60637  
**License:** Retail Food, Retail Tobacco  
**Account:** 423409

The City of Chicago and the above named Licensee have agreed to the following Nuisance Abatement plan pursuant to a summary closure order issued by the Superintendent of Police on June 15, 2018, under the Municipal Code of Chicago § 4-4-285:

1. This Nuisance Abatement Plan is effective beginning September 14, 2018.
2. **Hours of Operation** - The Licensee agrees that hours of operation will be 6:00 A.M. to 12:00 midnight.
3. **Security Cameras** - The Licensee agrees to install a security camera system for the safety of patrons, employees, and the community. Such cameras shall be able to record discernable images from in front of and on the side of all business entrances. Additional cameras shall be able to record images inside of the licensed premises. The Licensee shall maintain video recordings for a minimum of 30 days, indexed by date and time. All recordings shall be stored at the licensed premises in a secure manner and shall be made immediately available upon request of any City of Chicago agency.
4. **Security Staff** – The Licensee agrees to employ an independent licensed and bonded security firm to provide the following:
  - One (1) armed security guard from 5 P.M. until close of business. At the end of 90 days (from the execution date of this plan) the Chicago Police Department (CPD), in consultation with the Department of Business Affairs and Consumer Protection (DBACP), shall determine whether additional security personnel are required. CPD and DBACP shall have final say over the number of security personnel. Licensee agrees to hire any additional security personnel deemed to be necessary as determined by CPD and DBACP.
  - Security guards shall wear uniforms while on duty;

- Security guards shall patrol the interior and exterior areas of the establishment, including all business entrances, exits, sidewalks and alleyways;
- Security guards shall patrol within the premises to ensure customers conduct themselves in a lawful manner;
- Security guards shall ensure that loiterers and trespassers outside the business move away so that sidewalks and entrances to the store are not impeded;
- Security guards shall report any and all illegal activities witnessed by guards or store employees to 911;
- Security guards shall maintain an “incident call log” that lists events requiring intervention and all calls to 911. This “log” shall document the date, time, reason, and outcome of the event or phone call; and,
- Security guards and other employees shall be willing to sign complaints and testify as necessary.

5. **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.

6. **No Loitering or Trespassing Tolerated** – The Licensee shall ban unauthorized people from loitering and trespassing and shall enforce the ban by instructing unauthorized people to leave and calling the police if they do not obey. For purposes of this plan, loiterers and trespassers are persons who do not purchase products.

7. **Parking Lot** – The Licensee agrees to the following concerning its parking lot:

- The Licensee will promptly tow all vehicles belonging to persons who are not current patrons of the establishment;
- The Licensee will utilize only one entrance to its parking lot; the other entrance shall be closed or blocked off by way of chains or a gate. Licensee shall also close entry to its lot during non-business hours by way of chains or a gate.

8. **Turnstile window** – The Licensee agrees to lock and secure the turnstile window on the wall facing the alley immediately east of the Licensee’s premises. The Licensee shall not utilize the turnstile window for any reason.

9. **Outdoor Lighting** - The Licensee agrees to provide sufficient outdoor lighting on the street and in the parking lot of the business premises to provide for the safety of patrons and staff.

10. **CAPS and Community Meetings** - The Licensee agrees to attend regular C.A.P.S. (Community Alternative Policing Strategy) beat meetings and to set up and/or attend meetings with

the local Alderman, Police Commander and Community resident groups or residents to discuss any problematic concerns regarding the operation of the business if needed.

**11. Sanitation and Litter** - The Licensee shall thoroughly clean the exterior premises daily to remove any trash and litter.

**12. Windows** - The Licensee agrees that it is familiar with and shall abide by the Municipal Code of Chicago §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.

**13. Store Policies Must Be Posted** - 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.

**14. Sale of Outdated Products Prohibited** - The Licensee agrees that it will not stock, display or sell merchandise, including but not limited to infant formula, food or over-the-counter medications, that is outdated or past the “sell-by” date on the packaging or container.

**15. 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.

**16. Cooperation with Inspections** – The Licensee agrees that it is familiar with, and shall abide by MCC §4-64-500(3) which requires the following:

- Licensees and their agents who sell tobacco shall present valid government-issued identification when an authorized City investigator has identified himself and requested such identification.
- Licensees and their agents shall be prohibited from closing and locking safe doors and other doors, including but not limited to doors to closets and storerooms, when an authorized City investigator has identified himself and announced his intention to inspect the premises for compliance with the requirements of this Code.
- Licensees and their agents shall immediately stop selling cigarettes and other tobacco products when an authorized City investigator has identified himself and announced his intention to inspect the premises for compliance with the requirements of this Code.
- Within thirty minutes of the arrival of any authorized City investigator charged with responsibility for inspecting the licensed premises, the licensee shall have a person


available on site to open any locked safe or door where unstamped cigarettes may be hidden.

The agreed conditions of this Nuisance Abatement Plan 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 licenses.

The agreed conditions of the Nuisance Abatement Plan 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 Nuisance Abatement Plan next to the business license certificates in a conspicuous place at the business address.

**Licensee:** D Train Food Mart, Inc.  
447 E. 63<sup>rd</sup> Street  
Chicago, Illinois 60637

By:  Date: 9.14.18  
Lesya Mohammed, President  
D Train Food Mart, Inc.

 Date: 9/13/2018  
Barbara Gressel, Deputy Commissioner  
Department of Business Affairs & Consumer Protection