



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO

**AGREED PLAN OF OPERATION**

**Licensee:** T.M. Food Mart Inc. dba Bronzeville Finer Foods  
**Premises:** 232-34 E. 35<sup>TH</sup> Street, Chicago, Illinois 60616  
**Account #:** 378454  
**Licenses:** Retail Food Establishment, Tobacco

Licensee has agreed voluntarily to comply with the conditions listed below to assure that the operation of this retail store will not cause a public nuisance or deleterious impact on the health, safety and welfare of the community:

**1. Hours of Operation:**

Licensee agrees that hours of operation shall be as follows:

- a. During the school year:
  - o Sunday to Thursday: 9 A.M. to 10:00 P.M.
  - o Friday and Saturday: 7 A.M. to 10:00 P.M.
- b. When the schools are off (during summer): 7 A.M. to 10 P.M.

**2. Security Cameras:**

Licensee agrees to install and maintain a security camera system for the safety of patrons, employees, and the community at a minimum of 6 outdoor (2 in the alley) and 4 indoor locations conforming to the following:

- a. The cameras can view and record persons on the public way and as they enter the Premises and discernable images from in front of and on the side of all business entrances;

- b. The cameras are sufficiently light sensitive and provide sufficient image resolution to produce easily discernable images;
- c. The images recorded by the cameras are capable of being viewed through use of compact disc, electronic file transfer and other digital media and are capable of being transferred to a variety of portable form of media, including, but not limited to compact disc and digital video disc;
- d. All camera recordings are indexed by date and time and will be preserved on the Licensee's computer system for at least 30 days after recording;
- e. All camera recordings shall be stored at the Licensee premises in a secure manner within its office, the access to which shall be limited to authorized Licensee personnel;
- f. Licensee agrees to connect and maintain the connection of the cameras to the Chicago Police Department (CPD) Office of Emergency Management ("OEMC") within 30 days after the execution of this Plan of Operation (POO).
- g. The cameras and recordings shall be made available to the Chicago Police Department (CPD), and the City of Chicago and its personnel.

### **3. Security Staff**

Licensee shall retain the services of at least two (2) licensed security guards to be on duty one (1) hour before the opening hour of the store and one (1) hour after the store's closing hour.

- Security guards shall not work together in the same shift, but shall work separately in different shifts to regularly provide a visible presence outside the establishment.
- Security guards shall be attired in clothing that makes them easily identifiable as security, such as vests marked "security."
- Security guards shall provide the following services:
  - Patrol the interior and exterior areas of the Premises to ensure customers conduct themselves in a lawful manner;
  - Security shall take affirmative steps to prevent fighting, disturbances of the peace, public intoxication, unruly behavior, and all other criminal activity;
  - Security shall take affirmative steps to eliminate loiterers so that the sidewalks, entrance, and alleyway to the premises are not impeded;
  - Call 9-1-1 to report any fights, unruly behavior, and any criminal activity that occurs on or within sight of the licensed Premises;

- Licensee shall prohibit loitering and shall call 9-1-1 if loiterers fail to move after being warned to do so. Licensee agrees to sign complaints against loiterers for trespass;
- Maintain an incident log in which all 911 calls are recorded for CPD, Department of Business Affairs and Consumer Protection (BACP), and other City departments inspections; log shall be kept on the licensed premises for a period of one year and immediately made available to CPD and BACP upon request; and
- Sign complaints and testify when advised to do so.

**4. No Loitering Tolerated**

Licensee agrees to urge loiterers NOT to congregate on the public way in front of or on the side of the business. Licensee agrees to call 911 to report illegal activity including but not limited to loitering in or adjacent to the business premises, and sign complaints.

**5. 911 & Incident Logs**

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. Outdoor Lighting**

Licensee agrees to install and maintain adequate outdoor lighting including the front, sides and rear (alley) of the establishment. Licensee agrees to update the lighting to brighter LED lights and add a minimum of four (4) light fixtures to the exterior of the store building (1 in the front, 1 in the rear (alley) and 2 in the sides). Licensee shall provide proof of adequate lighting on and about the premises within 21 days of the execution of this agreement.

**7. Cleanliness of Business Premises:**

Licensee agrees to clean-up and maintain a clean business premises. Licensee agrees to remove litter and debris from the area outside and adjacent to the store at least twice daily.

- Licensee shall power wash the exterior of the premises quarterly.
- Licensee shall maintain a log with times and dates of daily cleaning for the city inspection.
- Licensee shall contract with a licensed waste management / scavenger service to ensure that all trash generated in conjunction with the Licensee's business activities is picked up at least three (3) times per week.

**8. CAPS and Community Meetings**

Licensee agrees to attend (or have a representative attend) regular CAPS beat meetings and other similar CPD sponsored 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. Licensee further agrees to cooperate with the police department in any and all incident investigations.

**9. Windows**

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.

**10. Store Policies Must Be Posted**

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.

**11. Sale of Outdated Products Prohibited**

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.

**12. Signage**

Licensee agrees that any advertising signs shall include the business' current name.

**13. Receipts**

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.

#### **14. Cooperation with Inspections**

Licensee agrees that it is familiar with and shall abide by MCC 4-64-500(3) which requires the following:

1. 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;
2. 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;
3. 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; and
4. Within thirty minutes of the arrival of any authorized City investigator charged with responsibility for inspecting the licensed premises, Licensees shall have a person available on site to open any locked safe or door where unstamped cigarettes may be hidden.

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 fines in addition to license suspension or revocation.

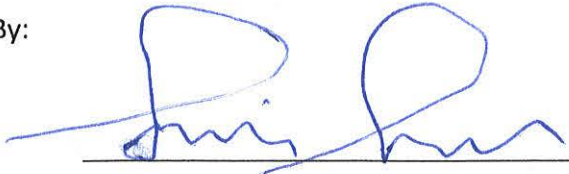
The conditions imposed pursuant to this Plan of Operation shall apply to the business address, Licensee, and all officers, managers, partners, and direct or indirect owners of the licensed entity. The sale of the business to other persons purchasing stock or membership of units of the licensed entity 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.

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: **T.M. Food Mart Inc.**  
**D/B/A Bronzeville Finer Foods**

Business Address: **232 – 234 E. 35<sup>th</sup> Street**  
**Chicago, Illinois 60616**

By:



Tawfiq F. Mohammed, President  
TM Food Mart Inc.

Date:

3/28/19

and



Barbara Gressel  
Deputy Commissioner  
City of Chicago, Department of Business affairs and Consumer Protection, (BACP)

Date:

April 4, 2019