# DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION

## CITY OF CHICAGO

### AGREED PLAN OF OPERATION

**Licensee:** Family Dollar, Inc. dba Family Dollar Store #6542 ("FD")

**Premises:** 2346 East 79th Street, Chicago, IL 60649

**Account #:** 11071 - 66

**Licenses:** Retail Food Establishment (1006), Tobacco (1781)

Pursuant to the City of Chicago Municipal Code Sections 4-4-313, the City of Chicago Department of Business Affairs and Consumer Protection and the above-named Licensee have agreed to the following license conditions concerning the operation of the business as a result of the community nuisance meetings beginning March 5, 2019, under 19-00033811:

1. **Effective Date**: This Agreed Plan of Operation is effective immediately upon signature by both parties, as reflected on page 5 of this document.

2. **Video Surveillance System:** Licensee shall install and maintain a video surveillance system that captures customers entering and exiting the premises. Licensee shall maintain video surveillance cameras (the cameras) of type, placement, and inside locations conforming to the following:

    a. The licensee will maintain CCTV;

    b. The cameras shall be sufficiently light sensitive and provide sufficient image resolution to produce easily discernable images;

    c. The images recorded by the cameras shall be 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 cameras recordings shall be 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; and

    f. The recordings shall be made available to the Chicago Police Department (CPD), BACP, and the City of Chicago (the City) and its personnel upon request..

3. **Security Staff**: Licensee shall maintain Risk Classification for this store. As a first line of defense, Licensee will install safety devices and implement safety procedures to prevent theft or illegal activity from occurring at the premises, including using new product protection devices (such as spider wraps, ink tags, alpha boxes); perma-vault drop boxes for robbery prevention; checkpoint product protection hardware to control shoplifting; backdoor seal program to minimize run-outs; and installation of a two-door B-rate safe with a 5-10 minute time delay. Licensee will staff the store with at least: (a) one manager or assistant manager, and (b) one staff employee during all hours of operation.

    a. At least one unarmed uniformed security guard from a licensed and bonded security firm shall work onsite from 3:30 PM to 10:30 PM each day;

    b. Security guards shall provide a visible presence inside and outside the establishment;

    c. Security guards shall be attired in clothing that makes them easily identifiable as security at all times.

    d. Security guards shall provide the following services:

        i. Patrol the interior and exterior areas of the premises, the surrounding area, and parking lot to ensure customers conduct themselves in a lawful manner, discourage parking by non-patrons, and eliminate loiterers, consistent with generally accepted security practices;

        ii. Security guards shall take reasonable steps to prevent fighting, disturbances of the peace, public intoxication, public urination, unruly behavior, and all other criminal activity;

        iii. Security guards shall take reasonable steps to eliminate loiterers so that the sidewalks, entrance, and alleyway to the premises are not impeded;

        iv. Call 9-1-1 to report any fights, unruly behavior, and any criminal activity that occurs on or within sight of the licensed Premises;

        v. Licensee and Security guards shall urge and prohibit loiterers from congregating on the public way in front or on the side of the licensed premises and shall call 9-1-1 if loiterers fail to move after being warned to do so. Licensee agrees to report illegal activity including but not limited to loitering in or adjacent to the business premises and sign complaints against loiterers for trespass;

        vi. Maintain an incident log in which all 911 calls are recorded for CPD, BACP, and other City departments' inspections; log shall be kept on the licensed premises

for a period of one year and reasonably made available to CPD and BACP upon request; and

vii. Sign complaints and testify when advised to do so.

4. **Indoor and Outdoor Lighting**: Licensee agrees to have adequate lighting inside and outside the store and including the parking lot, sides and rear of the establishment to ensure the safety of patrons and employees. Licensee agrees one interior light shall remain in service after hours of operation.

5. **Incident Monitoring and Reporting**: Licensee agrees to keep and maintain a Log (listing) of all calls made to 9-1-1 and an Incident Log (listing) 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. Licensee shall sign complaints and testify when advised to do so.

6. **Cleanliness of Licensed Premises**: Licensee agrees to maintain clean business premises. Licensee agrees to ensure removal of litter and debris from the area outside and adjacent to the store at least twice daily. Licensee agrees to perform the following activities:

   a. Licensee shall maintain a log with times and dates of daily cleaning and a checklist at closing to keep up with the cleanliness, to be made available to BACP upon request;

   b. Licensee shall keep windows of the building clear of any obstructions so that CPD officers can have a clear view of the interior. Licensee shall not unreasonably or unnecessarily obstruct store windows with any items or structures including, but not limited to, signs, boxes, or freestanding eyewear displays;

   c. Licensee shall maintain clear exit ways inside the store with proper signage and lighting. The exit way shall not be obstructed by boxes or structures of any kind;

   d. Licensee shall clean up any graffiti on doors, windows, or any structure of any kind on the premises;

   e. Licensee shall contract with a licensed waste management/scavenger service to ensure that its two cardboard dumpsters are emptied at least two (2) times per week and its trash dumpster is emptied one (1) time per week.

   f. Area around waste containers shall be kept clean at all times;

   g. All trash lids or recycling dumpsters shall be kept locked at all times;

   h. All doors to the waste enclosure shall be kept closed at all times;

i. Licensee shall inform CPD of any and all vehicles abandoned after the end of each day at the premises and keep a log of such calls for City inspection; and

j. Licensee shall provide confirmation of a contract with a licensed, bonded, and insured towing service to ensure that all vehicles abandoned after the end of each day at the premises are promptly removed.

7. **Landscaping and Snow Removal Services**: Licensee agrees to maintain clean business premises and an appropriate appearance. Licensee shall ensure the parking lot is free of potholes and debris and all parking bumpers are in their proper spots. Licensee agrees to maintain the parking lot in the same condition. Licensee shall ensure removal of litter and debris from the area outside, around, and adjacent to the store at least twice daily.

   a. Licensee shall ensure the premises, parking lot, and the sidewalk are unobstructed from snow;

   b. Licensee shall ensure that grass is kept at a legal length at all times and the lawn is free from crabgrass or other weeds. Licensee shall ensure that all debris, waste, or refuse in the lawn is properly collected prior to cutting grass and keep the debris from contaminating the surrounding properties.

   c. It is understood that Licensee will be working with its landlord to ensure compliance with the above.

8. **Participation in CAPS meetings and City of Chicago Community Policing Business Public Safety Initiative**: Licensee agrees to regularly attend (or have a representative attend) CAPS beat meetings , other similar CPD sponsored meetings, and meetings with the local Alderman, Police Commander, and Community resident groups or residents to discuss any concerns regarding the operation of the business. Licensee further agrees to cooperate with the police department in any and all incident investigations.

   a. Licensee shall be in close contact with the CPD District Business Liaison Officer newly appointed pursuant to Mayor Lightfoot's Community Policing Initiative and attend all community meetings scheduled by the CPD's 4th District, (CAPS Beat meetings) and aldermanic office of the 10th Ward on a regular basis.

   b. Licensee shall complete a "no loitering affidavit" at CPD's 4th District Office.

9. **Posting and Signage**:
   a. Licensee 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;

b. Licensee shall post and maintain the following signage:

i. A copy of the duly executed Plan of Operation in a conspicuous manner and at a conspicuous place; and

ii. "No Trespassing" and "Towing" signs on the premise's exterior and the parking lot. Licensee shall post such signs in a conspicuous location on the exterior and interior of the premises near the front door, and on the exterior wall, that prohibit loitering, panhandling, and solicitation.

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: Family Dollar Inc. dba Family Dollar (FD) #6542
Premises: 2346 East 79th Street, Chicago, IL 60649

By:

Jennifer Unger, Zone Vice President
Family Dollar, Inc.

Date: 3/9/2020

and

Tamara Starks, Deputy Commissioner
City of Chicago, Department of Business affairs and Consumer Protection

Date: 3-13-2020