



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO

**AGREED PLAN OF OPERATION**

Licensee: K & M Food Market, Inc.  
D/B/A Quick Food Mart

Premises: 4200 West Madison Street  
Chicago, IL 60624

Licenses: Tobacco Retail Over Counter  
Retail Food Establishment

Account #: 343052

The City of Chicago Department of Business Affairs and Consumer Protection (BACP) and the above licensed have agreed to the following license conditions concerning the operation of the business, in lieu of filing a license revocation case pursuant to Chapter 4-4-313 of the City of Chicago Municipal Code, and to ensure the operation of this business will not continue to create a public nuisance or deleterious impact on the health, safety and welfare of the community.

**1. Hours Of Operation:**

Licensee shall until further notice by BACP, only operate the business between the hours of 6:00 am and 12:00 midnight daily. *The hours of operation portion of this plan of operation shall be subject to re-evaluation in 6 months.*

**2. Security Cameras/Video Surveillance:**

The Licensee shall install a camera security system inside and outside of the premises. 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 shall be capable of being transferred to a variety of portable form of media including, but not limited to, compact disc and digital video disc. Any recordings that are still available at the licensed premises shall be made available upon a reasonable request of any City of Chicago agency.

3. **Licensed and Bonded Security:**

Licensee agrees to hire and maintain a licensed and bonded security service to provide interior and exterior security services at the premises from 6:00 pm to closure daily as follows:

- a. After installation of the fence is completed on or about April 1, 2016, at least one licensed security guard shall be hired by Licensee to provide security for the business during the hours of 6:00 pm till closure of the business daily.
- b. Security guards shall wear uniforms while on duty;
- c. Security guards shall patrol the interior and exterior areas of the establishment, including all business entrances, exits, and sidewalks;
- d. Security guards shall patrol within the premises to ensure customers conduct themselves in a lawful manner;
- e. Security guards shall take affirmative steps to move loiterers and trespassers outside the business away so that sidewalks and entrances to the store are not impeded;
- f. Security guards and any other store employees shall immediately, report any and all illegal activities occurring on or within sight of the licensed premises to 911. Calls to 911 shall be made from a landline whenever possible. All phone calls shall be recorded via security log book.
- g. Security guards and other employees shall sign complaints and testify in Court as necessary.

4. **Sale of Unstamped Tobacco Products Prohibited:**

The Licensee agrees that it is familiar with, and shall abide by Chapter 3-42-020 and 3-42-025 of the City of Chicago Municipal Code, which prohibit the sale of tobacco products without the required city and county tax stamps.

5. **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 which details of all purchases of cigarettes are recorded, and which book is available for inspection upon request by the City of Chicago.

6. **Sale of Single Cigarettes Prohibited:**

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.

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, which includes electronic cigarettes in the definition of tobacco products thereby subjecting E-cigarettes to the same restrictions as other tobacco products.

8. **Sale of Flavored Cigarettes:**

- The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-098 of the City of Chicago Municipal Code, which prohibits the sale of flavored tobacco products, including menthol, within 500 feet of any school.

9. **Cooperation With Inspections – Required:**

The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-132 of the City of Chicago Municipal Code which requires Licensees and their agents to cooperate with City of Chicago Police (CPD) and Department of Business Affairs and Consumer Protection, BACP investigators / inspectors when present at the licensed business and express intention to inspect the licensed premises.

10. **Posting of Warning Signs 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 Licensed 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 21. Any Person Who Violates This Law Is Subject To A Fine And Possible Imprisonment.”

11. **Fencing:**

The Licensee shall install and maintain wrought iron fencing with a gate around the perimeter of the parking lot area. Licensee shall have a gate at the entrance of the lot and shall close entry to its lot by way of closing the gates and also placing signs prohibiting entry after closure at the end of daily operations of the licensee business.

12. **Sale or Possession of Tobacco Products or Accessories By Minor Prohibited:**

The Licensee agrees that it is familiar with, and shall abide by Chapters 4-64-190 and 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 21. The Licensee agrees that it shall institute a strict written policy that all employees will be trained to follow regarding requesting individual identification of all persons purchasing such tobacco merchandise.

13. **Store Policies:**

The Licensee agrees that it is familiar with and shall abide by the Rules for Retailers, including Rule 20 which requires posting its refund, return, and check cashing policies in a conspicuous manner on a sign at each cash register and at the customer 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 card or a debit card, such policy must also be posted in a conspicuous manner.

14. **Price Marking:**

The Licensee agrees that it is familiar with, and shall abide by Chapter 4-276-510 and Chapter 4-276-610 of the Municipal Code of Chicago as well as the Rules for Retailers, including Rule 32, which require individual price marking on all items for sale in the establishment unless the establishment is an APS (Alternative Pricing System) certified establishment approved by the Commissioner of BACP.

15. **Receipts:**

The Licensee agrees that it is familiar with, and shall abide by the Rules 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. **Outdated Merchandise:**

The Licensee agrees that it is familiar with, and shall abide by Chapter 4-276-470 of the Municipal Code. The Licensee agrees that no outdated and expired products will be shelved and sold with fresh products.

- The manager or employee on duty will conduct a daily check of all merchandise offered for sale with expiration dates. Upon the discovery of any expired items, they shall be placed in a box marked for expired items and completely separated from non-expired items.
- Upon the purchase of perishable items, a log shall be kept of the expiration date of such items.

17. **Lighting:**

The Licensee agrees to install and maintain adequate lighting on all sides of the licensed premises including any alleyway, front and back of the premises within 21 days of the execution of this agreement.

18. **Cleanliness/Obstruction of Business Premises:**

The 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, and to maintain a log of when clean up dates and times. Licensee further agrees to remove any and all obstructions, including advertisements, from all exterior windows to allow adequate view into and from the business premises.

19. **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. The Licensee agrees to obtain "no loitering" signs from the Chicago Police Department and post said signs in visible locations about the outside perimeter of premise within 21 days of the execution of this agreement.

20. **CAPS and Community Meetings:**

The Licensee agrees to regularly attend CAPS beat meetings and to schedule and attend meetings with the local Alderman, Police Commander and Community resident groups or residents to discuss any problematic concerns regarding the operation of business.

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 a cease and desist order and fines in addition to license suspension or revocation.



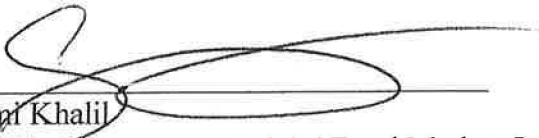
DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO

The conditions imposed pursuant to this plan of operation shall apply to the business address and Licensee and to 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: K & M Food Market, Inc.  
D/B/A Quick Food Mart

Business Address: 4200 West Madison Street  
Chicago, IL 60624

By:   
Sami Khalil  
President/ Secretary, K & M Food Market, Inc.

Date: 3/29/16

and

By:   
Barbara Gressel, Deputy Commissioner  
Department of Business Affairs and Consumer Protection

Date: March 29, 2016