



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION
CITY OF CHICAGO

AGREED PLAN OF OPERATION

Licensee: NHM FOOD INC.
D/B/A "HOWARD FOOD"

Premises: 2059 W. Howard
Chicago, Illinois 60645

License Type: Tobacco Retail Over Counter
Retail Food Establishment
Account Number: 17484
Site Number: 1

Pursuant to Chapter 4-4-313 of the City of Chicago Municipal Code, the above named Licensee has agreed to comply with the conditions listed below to assure that the operation of a retail tobacco and accessories store will not cause a public nuisance or deleterious impact on the health, safety and welfare of the community.

1. **Sale of Unstamped Tobacco Products**

The Licensee agrees that it is familiar with, and shall abide by Chapters 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 stamp.

2. **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.

3. **Sale of Single Cigarettes**

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.

4. **Sale of Bidi Cigarettes**

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 bidi cigarette. Licensee further agrees not to offer for sale or sell any cigarette wrapping paper or leaf that is impregnated, scented with, or dipped in alcoholic liquor, chocolate, fruit flavoring, vanilla, or honey.

5. **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, and which includes electronic cigarettes in the definition of tobacco products thereby subjecting E-cigarettes to the same restrictions as other tobacco products, and which takes effect July 16, 2014.

6. **Sale of Flavored Tobacco Products**

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 and which takes effect July 16, 2014.

7. **Posting of Warning Sign 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 18. Any Person Who Violates This Law Is Subject To A Fine And Possible Imprisonment."

8. **Sale of Tobacco Products or Accessories by Minors Prohibited**

The Licensee agrees that it is familiar with, and shall abide by Chapter 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 18 years. The licensee agrees that it shall institute a strict, written policy that all employees will be trained to follow regarding requesting identification of all persons purchasing such tobacco merchandise.

9. **Store Policies**

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.

10. **Price Marking**

The Licensee agrees that it is familiar with, and shall abide by the Rules and Regulations for Retailers, including Rule 31, which requires individual price marking all items for sale in the establishment.

11. **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.

12. **Sale of Unlicensed Merchandise**

The Licensee agrees that it will not stock, display or sell merchandise that is not officially licensed. Such merchandise may infringe upon trademarks and is illegal.

13. **Elimination of Certain Inventory**

The Licensee agrees that it will not stock or sell the following: cigarette rolling paper; individual Swisher-Sweets or any other cigars; Chore Boy copper scrubbers; white t-shirts in sizes other than small, medium and large; and glass tubes.

14. **CAPS and Community Meetings**

The Licensee agrees to attend regular CAPS 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.

15. **Maintain Property**

The Licensee agrees to keep the outside of the establishment free of trash and litter by securing all dumpsters and employing staff to patrol in front of, adjacent to, and behind the business to pick up all litter and debris on a regular basis. The Licensee agrees to keep a Cleanup Log with date and time of cleanup and name of employee.

16. **9-1-1 Log**

The Licensee agrees to keep and maintain a 9-1-1 Call Log to record all calls to 9-1-1, and an Incident Log to record any illegal activity observed inside or outside the Licensed

Premises. Both the 9-1-1 Log and Incident Log shall be kept on the licensed premises for a period of one year and made available to the CPD or BACP/LLCC upon request.

17. **Loitering**

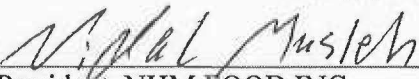
The Licensee agrees to post "No Loitering" signs inside and outside of the business and to call 9-1-1 if loiterers fail to move after being warned to do so. Licensee agrees to sign complaints against loiterers for trespass, and to go to court when advised to do so. Licensee further agrees to maintain a 9-1-1 Incident Log that will document the incidents resulting in calls for CPD assistance.


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.

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 the stock or membership 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: NHM FOOD INC.
D/B/A "HOWARD FOOD"
Business Address: 2059 W. Howard
Chicago, Illinois 60645

By: 
President, NHM FOOD INC.
D/B/A "HOWARD FOOD"
-and-

By: 

Date: 3/25/2014
Barbara Gressel, Deputy Commissioner
Business Affairs and Consumer Protection