



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO

**AGREED BUSINESS LICENSE PLAN OF OPERATION**

**Licensee:** Manha, Inc.  
**Premises:** 3751 West Armitage Avenue  
Chicago, Illinois 60647  
**License Type:** Retail Food Establishment  
Tobacco Retail Over Counter  
**Account Number:** 367712

The City of Chicago Department of Business Affairs and Consumer Protection ("BACP") and the above-named Licensee, in settlement of pending license discipline case 16-NR-36, have agreed to the following license conditions concerning the operation of this business:

1. **Sale of Unstamped Tobacco Products Prohibited.** 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 ("MCC"), which prohibit the sale of tobacco products without the required city and county tax stamp. Employees shall be trained and shall verify that all cigarettes being sold in the store have the required city and county tax stamps.
2. **Sale of Tobacco Products or Accessories to Minors Prohibited.** The Licensee agrees that it is familiar with, and shall abide by, Chapter 4-64-190 of the City of Chicago Municipal Code and will not sell tobacco products or tobacco accessories to any individual under the age of 21 years. The Licensee agrees that he shall institute a strict policy which will require the cashier to check the identification of all patrons purchasing tobacco products to ensure compliance with the MCC. Given that the Licensee is responsible for the acts of its employees, the Licensee will ensure that all current and future employees are trained to follow this policy regarding requesting identification of all persons purchasing such tobacco merchandise prior to any employee working as a cashier.
3. **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 License 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.”

4. **Recordkeeping.** The Licensee agrees that it is familiar with, and shall abide by, Chapter 4-64-150 of the City of 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.
5. **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 product that is not in its original factory-wrapped package.
6. **Sale of Bidi Cigarettes.** The Licensee agrees that it is familiar with, and shall abide by, Chapter 4-64-194 of the City of Chicago Municipal Code, which prohibits offering for sale or selling any bidi cigarette. Licensee further agrees not offer for sale or sell and cigarette wrapping paper of leaf that is impregnated, scented with, or dipped in alcoholic liquor, chocolate, fruit flavor, vanilla, or honey.
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. **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.
9. **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 of all items for sale in the establishment.
10. **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.
11. **Sale of Outdated Food.** The Licensee agrees that no outdated and expired products will be shelved and sold with fresh products.
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. **Unobscured Windows.** The Licensee agrees not to cover or obstruct the store windows with signs or other materials so that Chicago Police Department (“CPD”) officers can have a clear view into the interior.
14. **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 9-1-1 to report illegal activity, including but not limited to loitering in or adjacent to the business premises. Licensee also agrees to cooperate with any CPD efforts, including but not limited to signing complaints.
15. **9-1-1 and 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 Licensee and / or employees record any illegal activity observed inside or outside 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.
16. **Cooperation with Chicago Police Department.** The Licensee agrees to attend CAPS meetings and to cooperate with the Chicago Police Department in any and all incident investigations.
17. **Community Participation.** The Licensee agrees to work with the local alderman and community groups to address any issues and concerns with the operation of the business.
18. **Trash and Garbage Disposal.** The Licensee agrees to remove any trash and debris outside of the business, including the front, side, and rear of the premises. The Licensee agrees to maintain a regular schedule of cleaning at least twice during the day.

The agreed conditions of this Plan of Operation are legally binding and may be enforced by City of Chicago enforcement authorities. Violation 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 business licenses.

The agreed conditions of this Plan of Operation shall apply to the business address and Licensee, and to all officers, managers, members, partners and direct or indirect owners of the licensed entity. 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 Plan of Operation next to the City of Chicago License certificates issued to Licensee in a conspicuous place at the business premises.

**Licensee:** Manha, Inc.  
**Business Address:** 3751 West Armitage Avenue  
Chicago, Illinois 60647

X Anbarean K. Alim.

Anbarean K. Alim, President  
Manha, Inc.

4/20/17.

Date signed

Barbara Gressel

Barbara Gressel, Deputy Commissioner  
Business Affairs and Consumer Protection

4/28/2017

Date signed