BUSINESS LICENSE PLAN OF OPERATION

Licensee:	Morgans on Fulton, LLC dba: Marvin's Food & Fuel / Morgan's on Fulton
Premises:	948-954 West Fulton Market Chicago, IL 60607 Lower Level – 3rd Floor
Application Type:	Caterer's Liquor License (1481), Consumption on Premises - Incidental Activity (1475), Outdoor Patio (1477), Public Place of Amusement (1050), and Retail Food Establishment (1006)
Account Number:	394451
Site Number	02

Pursuant to Sections 4-60-040(h) and 4-156-311(d)(3)(A) of the City of Chicago Municipal Code, the City of Chicago Local Liquor Control Commission and the Department of Business Affairs and Consumer Protection, and the above named Licensee, have agreed to the issuance of a Caterer's Liquor License, Consumption on Premises - Incidental Activity, Outdoor Patio, Public Place of Amusement, and Retail Food Establishment license (collectively hereinafter referred to as the "Licenses") under the following conditions:

1. Licensee shall close no later than 2:00 am Monday through Saturday and 3:00 am Sundays. The Licensee shall close the rooftop outdoor patio at 11:00 pm Sunday-Thursday and 12:00 am Fridays and Saturdays.

2. Licensee shall operate its outdoor patio in accordance with Chapters 4-60-140(g) and 4-60-050(c) of the City of Chicago Municipal Code.

3. Licensee shall maintain the occupancy limits as certified in the placards issued by the Department of Buildings. Licensee shall not exceed those occupancy limits.

4. Licensee will enforce all applicable City of Chicago and State of Illinois non-smoking laws as they relate to both the interior and the exterior of the Premises.

5. Licensee shall maintain sufficient trash containers to accommodate waste generated. Licensee shall ensure that all trash containers shall be locked and secured at all times. All trash containers are kept within the building and used by the entire building and will not create any noise issue for neighbors across the alley or elsewhere.

6. Licensee agrees that in the event BACP/LLCC receives a complaint, the Licensee shall cooperate fully with any investigation, including, but not limited to, submitting any records requested by BACP/LLCC. The Licensee shall, upon request of BACP/LLCC, produce any records BACP has requested within ten (10) days of such request.

7. Licensee agrees to close the windows to the Premises anytime a live band or DJ is playing. Licensee further agrees to close the windows to the Premises each night by 10:00 p.m.

8. Licensee shall not cover, tint or otherwise obstruct the view from the street through the front windows of the premises.

9. Licensee will have an evacuation plan that has been approved by the Chicago Fire Department in case of an emergency. All personnel will be aware of the plan and will know how and when to evacuate all patrons as efficiently as possible.

10. Licensee agrees to monitor the noise levels emanating from the premises to abiding by the City of Chicago Noise and Vibration ordinances.

11. Licensee will display a sign in a conspicuous location inside the premises that reads: "Please Respect Our Neighbors. Please Exit Quietly and Do Not Loiter".

12. Licensee agrees to monitor the outside of the premises to alleviate to the best of its ability any traffic, parking or noise issues.

13. Licensee shall encourage public means of transportation by posting appropriate signage. Licensee shall promote the following use of services for patrons; walking, the use of the CTA trains and buses, taxis, and ridesharing services. Licensee shall ensure that the flow of street traffic at the licensed premises is not disturbed by its customers.

14. While there will generally be some customer traffic at the front door, customers and other individuals will not be allowed to loiter in front of the Premises. From time to time, pending a special event, waiting in line to enter the premises will only be permitted in the defined and controlled area directly in front of the entrance and limited to twenty (20) persons. During this time, Licensee will provide staff to ensure noise levels are kept quiet.

15. Licensee shall install and maintain adequate lighting on all sides of the licensed premises including any alleyway accessible by the business to ensure the safety of all patrons and employees.

16. Additional security will be present on the rooftop outdoor patio during hours of operation. Security will be responsible for making sure patrons are not loud and do not create nuisance for neighbors.

17. <u>Security Cameras/Video Surveillance</u> - The Licensee shall install a camera system inside and outside of the premises as follows:

    - The camera system shall have high-definition cameras.

    - The Licensee shall maintain video recordings for a minimum of 30 days and indexed by date and time.

    - All recordings shall be stored at the licensed Premises in a secured manner and shall be made immediately available upon request of any City of Chicago agency.

    - The system will be centrally monitored and will be set to record when business is being conducted.

18. For events where valet parking is offered, Licensee shall use a licensed valet parking operator. Licensee shall have adequate security posted by the valet service to ensure that the service is operating efficiently and professionaly.

19. Licensee shall ensure that all servers, bartenders and managers shall be BASSET or TIPS trained and certified.

20. In the event of a fight, verbal harassment incident, or illegal activity outside the premises, security staff and the manager on duty are responsible to call 911 for emergencies. In the event of any such activity occurring within the premises, the

manger on duty and security staff are instructed to immediately call 911, turn up the lights, turn off the music, intervene in a manner consistent with the safety of all individuals and if possible, remove any offenders from the premises. If needed, security staff and/or manager will sign complaints and will attend court.

21. Licensee agrees to attend regular CAPS beat meetings and to attend meetings with the local alderman, police commander and community residents or groups to discuss any concerns regarding the operation of the business, including the use of the outdoor rooftop patio.

22. Licensee agrees not to expand the Premises without first applying to the City of Chicago for the right to expand the Premises.
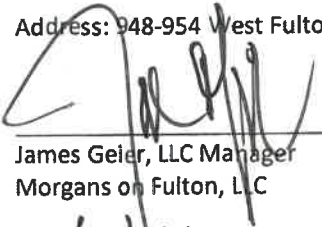
The agreed conditions of the licenses issued pursuant to this Plan of Operation are legally binding and may be enforced by City of Chicago enforcement authorities under §4-60-040 and §4-156-311 of the Municipal Code of Chicago. All other conditions of the Licenses are governed by the City of Chicago Municipal Code. 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 either or both of the Licenses.

The agreed conditions of the Licenses shall apply to the business address and the Licensee and to all officers, managers, members, partners and direct or indirect owners of the Licensee. The sale of the business to other persons purchasing or otherwise acquiring the stock or membership units of the Licensee does not void the conditions placed on the Licenses and any and all potential new owners of the Licensee 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 license certificates in a conspicuous place at the business address.

Licensee: Morgans on Fulton, LLC

Address: 948-954 West Fulton Market, Chicago, IL 60607, Lower Level-3rd Floor

_____
James Geier, LLC Manager
Morgans on Fulton, LLC

_____
Date

_____
Shannon Trotter, Commissioner
Local Liquor Control Commission
City of Chicago

3|4|2021
_____
Date