



DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION  
CITY OF CHICAGO

**AGREED LIQUOR LICENSE PLAN OF OPERATION**

**Licensee:** 101 Chase, Inc.  
D/b/a The Dugout

**Premises:** 950 W. Addison Street,  
Chicago, Illinois 60613

**Application Type:** Consumption on Premises/Incidental Activity  
Liquor License  
Account Number: 362936  
Site Number: 1

The City of Chicago Department of Business Affairs & Licensing /Local Liquor Control Commission (BACP/LLCC) and the above named licensee have agreed to the following license conditions concerning the operation of the business:

1. Licensee has applied for and has represented to the Local Liquor Control Commission (LLCC) that it will operate as a restaurant with a consumption on premises – incidental activities liquor license.
2. Pursuant to the representations made by the licensee, the business shall operate as a restaurant where the primary business activity will be the sale and service of food and where alcohol sales and consumption will only be incidental to the food service. At no time will the business be operated as a Tavern where alcohol sales are the primary activity.
3. Licensee agrees that in the event that the LLCC receives a complaint or other information that the business is being operated not as a restaurant but in a manner where alcohol sales are the primary activity, licensee shall fully cooperate with any investigation and submit any records requested by the LLCC.
4. Licensee agrees that if an investigation by the LLCC reveals that alcohol sales are the primary activity of the business, the Licensee along with counsel shall meet with the LLCC within 10 days of a request to meet. At the meeting Licensee shall provide information to the LLCC that demonstrates that the Licensee is not selling alcohol as its primary business activity. If the Licensee does not provide sufficient information to



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establish that alcohol sales are not the primary activity of the business, Licensee shall be subject to prosecution in a license disciplinary proceeding.

5. Licensee shall purchase and install a computer-based data collection and storage point of sale ("POS") register system capable of generating and storing weekly reports concerning all sales of alcoholic and non-alcoholic items.
6. Such POS register system shall be able to clearly distinguish between sales of alcoholic and non-alcoholic items.
7. Such POS register system shall be installed and operational within 45 days after the execution of this Agreed Plan of Operation, and Chase shall demonstrate the capabilities of such system to the satisfaction of the LLCC, or said Agreed Plan of Operation shall be considered null and void and Chase shall voluntarily surrender the COP-IA license to the LLCC, provided, however, that said satisfaction shall not be unreasonably withheld or delayed.
8. Licensee agrees that all servers/bartenders will undergo alcohol server training by BASSET or TIPS.
9. The licensee will monitor the area around the business and the nearby area from open to close and keep it clean free of garbage and debris. Garbage will be picked up by a private waste management company on a timely basis insuring no over flow of garbage from the business.
10. Licensee shall immediately address any public nuisance issues that impact the health, safety and welfare of the community.
11. Licensee will name a public liaison representative to serve as the agent of the Licensee to members of the community. Liaison will hear all complaints filed by the community and seek to resolve any public nuisance matters.
12. Licensee shall regularly attend local CAPS Beat meetings and cooperate with the police and community and be proactive about any public nuisance issues.



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13. The parties to this Agreed Plan of Operation attest that the executed signatures on this Agreed Plan of Operation include all necessary parties having authority to enter into this Agreement.

The agreed conditions of this license 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.

The agreed conditions of the license 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 entity of which is licensed. 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 license plan of operation next to the business license certificates in a conspicuous place at the business address.

**Licensee:**                **101 Chase, Inc.**  
                                 **D/b/a The Dugout**

**Business Address:**    **950 W. Addison Street, Chicago, Illinois**

*Edward Cressy*  
Edward Cressy, President - 101 Chase, Inc.

*Gregory Steadman*  
Gregory Steadman  
City of Chicago  
Local Liquor Control Commissioner

**Date:** 5/8/12