

**AGENDA  
DOWNERS GROVE LIQUOR COMMISSION  
JULY 2, 2020  
VILLAGE HALL COUNCIL CHAMBERS**

**6:30 P.M.**

- I            Call to Order**
  
- II           Roll Call**
  
- III          Approval of Minutes of February 6, 2020 Liquor Commission Meeting**
  
- IV          Application Hearing**
  - Alter Brewing Company  
2300 Wisconsin Avenue  
Class O
  
  - Gia Mia  
994 Warren Avenue  
Class R-1/O, K-1
  
  - Lao Sze Chuan  
1331 Ogden Avenue  
Class R-2
  
- V           New Business**
  
- VI          Old Business**
  
- VII         Comments from the public**
  
- VIII        Adjournment**

**DOWNERS GROVE LIQUOR COMMISSION  
VILLAGE HALL COUNCIL CHAMBERS  
801 BURLINGTON AVENUE**

Thursday, February 6, 2020

**DRAFT**

**I. CALL TO ORDER**

Chairman Strelau called the February 6, 2020 Liquor Commission meeting to order at 6:30 p.m.

**II. ROLL CALL**

**PRESENT:** Mr. Clary, Ms. Flanagan, Mr. Heafner, Mr. Jacobson, Mr. Johnson, Mr. Krusenoski,  
Chairman Strelau

**ABSENT:** None

**STAFF:** Carol Kuchynka, Liaison to the Liquor Commission, Assistant Village Attorney Dawn  
Didier

**OTHERS:** Avani Patel, Natvarlal Patel, Raj Patel, Court Reporter

**III. APPROVAL OF MINUTES**

Chairman Strelau asked for approval of the minutes for the December 5, 2019 Liquor Commission meeting and asked members if there were any corrections, changes or additions.

Hearing no changes, corrections or additions, the December 5, 2019 minutes of the Liquor Commission meeting were approved as written.

Chairman Strelau reminded those present that this evening's meeting was being recorded on Village-owned equipment. Staff was present to keep minutes for the record and a court reporter was present taking the minutes verbatim.

**IV. APPLICATION FOR LIQUOR LICENSE**

Chairman Strelau made the following statements:

"The next order of business is to conduct a public hearing for liquor license applications. For the benefit of all present, I would like to state that this Commission does not determine the granting or denial of the issuance of any license. We may, at the end of each hearing, make a finding or recommendation with respect to the application. If necessary, the Commission may adjourn a hearing to a later date in order to have benefit of further information."

"At the conclusion of the hearing, the Commission will summarize its findings and determine any recommendations it wishes to make to the Liquor Commissioner."

"The Liquor Commissioner, who is the Mayor of Downers Grove, will, pursuant to Section 3-12 of the Ordinance, render decisions regarding issuance of available liquor licenses within 60 days."

"Hearings by this Commission are held according to the following format: 1) reading of information pertinent to the application, 2) comments from the applicant, 3) discussion by the Commission, 4) comments from staff, 5) comments from the public, and 6) motion and finding by the Commission."

*Jay's Convenient – 6314 Main Street*

Chairman Strelau stated that the first order of business was an application hearing for Adi Arji Food Mart, Inc. d/b/a Jay's Convenient located at 6314 Main Street. She stated that the applicant was seeking a Class "P-1", full alcohol, off-premise consumption liquor license.

Chairman Strelau asked that any individual(s) representing the applicant step forward and be seated. She asked that any individual(s) giving testimony, state and spell their name for the record, indicate their affiliation with the establishment and be sworn in by the court reporter.

Ms. Avani Patel and Mr. Natvarlal Patel were sworn in by the court reporter. Ms. Patel introduced herself as the manager and stated Mr. Patel was the president of Adi Arji Food Mart, Inc.

Chairman Strelau asked the applicant to present its case.

Ms. Patel stated that her brother is in the process of purchasing the existing Jay's Convenient and would like to obtain a full liquor license for the business. She stated they operate two other businesses in Downers Grove and stated that that this will be their third family-owned business.

Chairman Strelau asked the names of the two other businesses they operated. Ms. Patel replied Downton Food Mart near the Burlington train station and Fairview Food Mart on 75<sup>th</sup> Street & Fairview Avenue.

Chairman Strelau requested questions from the Commission.

Mr. Clary stated that he was familiar with their locations. He asked if they both had full liquor. Ms. Patel stated that they began with a beer and wine license and upgraded to full liquor.

Mr. Clary asked what size and type of hard liquor they will sell. Ms. Patel replied that they sell all types and sizes. She added that all hard liquor will be stored behind the cash register counter where staff will have to get it for the customer. She stated that they will have beer in the existing coolers.

Mr. Clary asked Ms. Patel if her two other stores had any violations. Ms. Patel replied no.

Ms. Flanagan stated that the manual mentioned that they will have tastings on the premises and asked Ms. Patel who will operate the tastings. Ms. Patel advised that the distributors handle all aspects of the tastings by bringing in the product, setting up the tasting, requesting identification and providing samples.

Mr. Johnson stated that Ms. Patel's brother is taking over an existing location and asked who else will be staffing this location. Ms. Patel replied she will work part time along with her brother, Natvarlal, his wife and her cousin, Raj.

Mr. Johnson stated that the store is open in excess of 100 hours a week. He asked who will be in charge to be the primary point behind the counter and supervising others. Ms. Patel replied her brother.

Mr. Johnson asked if everyone was certified. Ms. Patel replied yes and stated that they provided all three of their BASSET certifications with the application materials.

Mr. Johnson stated that the manual calls for a 2<sup>nd</sup> form of identification if an initial form of id is questionable. He asked what would be an acceptable 2<sup>nd</sup> form of id. Ms. Patel replied either a state id or passport.

Mr. Johnson asked if an employee was to inadvertently sell alcohol to a minor, what would be the consequences. Mr. Patel replied that if an employee sells to a minor they would no longer be working at the store or selling alcohol. Mr. Johnson asked if that would apply to a family member. Ms. Patel replied yes and they would not be allowed to work after a violation. She stated that they will lose their job no matter what, even if a family member.

Mr. Krusenoski stated that he did not have a lot of questions as they are currently running two successful convenience stores. He reminded them that even though it is their third location, they still need to remain diligent with safe selling of alcohol. He stated that sharing information concerning the importance of selling responsibly with staff, even family, should not be overlooked.

Mr. Heafner had no questions.

Mr. Jacobson was pleased that they have a good control buy history with the Village.

Chairman Strelau appreciated them opening a third location in Downers Grove.

Chairman Strelau asked about their hours of operation. Ms. Patel replied Monday through Friday 7AM to 10PM, Saturday 8AM to 10PM and Sunday 8AM to 9PM. Ms. Patel stated that during the one hour before liquor sales begin they might lock or put up a chain at the area where alcohol is sold to prevent sales prior to 8AM.

Ms. Patel stated that they plan to purchase a new POS system at the new location which will scan alcohol along with scanning identification. Chairman Strelau asked if they use the scanning system at their other locations. Ms. Patel advised that a new company took over the lottery machines and now they no longer have the option for identification scanning.

Chairman Strelau asked Ms. Patel when they plan to open. Ms. Patel replied at the end of the month or beginning of next month.

Chairman Strelau stated that it seems that they have a firm handle on what it takes to operate. She cautioned them being open the hour before they are allowed to sell alcohol and was pleased that she addressed what precautions she will take.

Chairman Strelau asked staff for recommendations or comments pertinent to this application. Ms. Kuchynka replied that issuance of the license is contingent upon receipt of the Certificate of Occupancy, dram shop insurance, the annual fee and satisfactory background checks.

Chairman Strelau asked for comments from the public. There were none.

Hearing the testimony given in this case, Chairman Strelau asked for a recommendation from the Commission concerning its finding of "qualified" or "not qualified" with respect to the applicant with regard to their Class "P-1" liquor license application.

**MR. JACOBSON MOVED TO FIND ADI ARJI FOOD MART, INC. D/B/A JAY'S CONVENIENT LOCATED AT 6314 MAIN STREET QUALIFIED FOR A CLASS "P-1" FULL ALCOHOL, OFF-PREMISE CONSUMPTION LIQUOR LICENSE. MR. CLARY SECONDED.**

**VOTE:**

**Aye:** Mr. Jacobson, Mr. Clary, Ms. Flanagan, Mr. Heafner, Mr. Johnson, Mr. Krusenoski, Chairman Strelau

**Nay:** None

**Abstain:** None

**MOTION CARRIED: 7:0:0**

**V. NEW BUSINESS**

Chairman Strelau asked if there was any discussion, update from staff or comments from the Commission regarding any new business.

Ms. Kuchynka provided the Commission with a draft ordinance concerning an amendment to the Class G liquor license related to the Park District Golf Course. She stated that Class G license allows for the sale and service of beer and wine only. She stated that the Park District is planning to remodel the clubhouse and has requested an amendment to allow for the sale and service of full alcohol.

Ms. Kuchynka stated that the Park District would not have to reapply for the license and stated that staff would handle the changes to the license administratively with the new serving responsibilities. She stated that she would review the liquor handling manual and change the face of the license.

Ms. Kuchynka advised that the Park District can sell on the greens by way of a motorized food and beverage cart.

Ms. Kuchynka stated that full alcohol will be served to accommodate patron requests and noted that the bar will not be expanded. She stated that the Mayor, Village Manager and Village Attorney toured the site and discussed the matter with the administrators of the facility. She asked for the Commission to discuss the matter.

Chairman Strelau asked the Commission for their comments concerning the proposed ordinance.

Mr. Jacobson was concerned with the language that "no more than one motorized food and beverage cart should be on the course and in operation at any time". He stated that was ambiguous in that a cart could be parked in lieu of being on the course and serve liquor from other areas.

Chairman Strelau stated that she understood the need for a recommendation by the Commission but asked about how the license would be handled administratively. Ms. Kuchynka replied that the ordinance change needs to go before the Council for approval, however, the actual changes to the license and updates by the licensee can be handled administratively.

Mr. Krusenoski asked staff if it was safe to assume that the Park District Board met and was on board that the matter would be discussed by the Village. Ms. Kuchynka replied she believed so, however, she did

not have anything directly in writing from the Park District at this time concerning the request, but wanted to bring it before the Liquor Commission to discuss the matter further.

Mr. Krusenoski stated that, philosophically, he had no objection to it.

Chairman Strelau asked who the Liquor Manager is at the golf course. Ms. Kuchynka replied Ken McCormick. Chairman Strelau asked if he was who requested the change. Ms. Kuchynka replied she was unsure which Park District representatives were present at the tour of the clubhouse.

Mr. Johnson asked Mr. Jacobson to explain his concern about the beverage cart and asked if he thought that one cart was insufficient for the facility. Mr. Jacobson stated that the language was unclear about how many carts could be out on the course, and not in actual operation. He stated that the on-course beverage operation is limited to one cart, but another can be sitting doing nothing.

Mr. Krusenoski asked if there was any reason to be concerned with the number of carts operating and wondered why the Village would want to continue restricting the number of carts. Ms. Kuchynka stated that in the past they did not have a golf cart selling beer and wine on the course and was amended to allow them to do so. She believed that restrictions were put in place at the time the class was amended.

Mr. Jacobson would move to remove the sentence limiting the number. Mr. Krusenoski agreed.

Chairman Strelau stated that the course could use two carts. She stated that when the leagues play and they are busy, service is hindered.

Chairman Strelau asked if they want to make their recommendation based upon the fact that there has been formal approval by the Park District Board. The group agreed. Ms. Kuchynka stated that she would proceed presenting the item to the Village Council once she received documentation from the Park District in writing.

Chairman Strelau asked for a motion from the Commission to forward the ordinance to the Village Council for consideration.

**MR. CLARY MOVED TO RECOMMEND TO FORWARD THE DRAFT ORDINANCE CONCERNING THE CLASS G LIQUOR LICENSE AMENDMENT TO THE VILLAGE COUNCIL FOR CONSIDERATION. MR. JACOBSON SECONDED.**

**VOTE:**

**Aye:** Mr. Clary, Mr. Jacobson, Ms. Flanagan, Mr. Heafner, Mr. Johnson, Mr. Krusenoski, Chairman Strelau

**Nay:** None

**Abstain:** None

**MOTION CARRIED: 7:0:0**

## **VI. OLD BUSINESS**

Chairman Strelau asked if there was any discussion, update from staff or comments from the Commission regarding any old business.

Ms. Kuchynka referred to the month end report. She advised the Commission that amendment allowing outdoor beer and wine sales for brewing facilities was passed by the Village Council.

Ms. Kuchynka stated that she provided the Commission with the 2020 classification chart which was updated to reflect the change in fees effective January 1<sup>st</sup>. Chairman Strelau asked staff how much the fees have gone up. Ms. Kuchynka replied 3% and noted that increase was not limited to liquor licenses but an across the board Village- wide fee increase.

Ms. Kuchynka advised the Commission that RBK vacated the premises and noted that the license will be forfeited due to the voluntary closure of the business.

Ms. Kuchynka advised that there will be a March 5<sup>th</sup> meeting.

Mr. Krusenoski asked if there are any upcoming disciplinary hearings. Ms. Kuchynka replied that fourteen of licensees passed the most recent tests on January 20<sup>th</sup>.

## **VII. COMMENTS FROM THE PUBLIC**

There were none.

## **VIII. ADJOURNMENT**

Concluding business for the evening, Chairman Strelau called for a motion to adjourn.

Mr. Clary moved to adjourn the February 6, 2020. The meeting was adjourned by acclamation at 6:57 p.m.



VILLAGE OF DOWNERS GROVE  
REPORT FOR THE LIQUOR COMMISSION  
JULY 2, 2020 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Licensee: Mad Ape, LLC D/B/A: Alter Brewing Company Address: 2300 Wisconsin Avenue, 209-217	Application for Class O outdoor liquor license	Carol Kuchynka Liaison to the Liquor Commission

**REQUEST**

The applicant is requesting a Class O outdoor liquor license for Alter Brewing Company located at 2300 Wisconsin Avenue, 209-217.

**NOTICE**

The request has been filed in conformance with applicable procedural and public hearing requirements.

**GENERAL INFORMATION**

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Officer(s): David Yob, President  
Mark Hedrick, Member-Manager  
Pete Kosanovich, Member-Manager

Stockholder(s): David Yob - 37.5%  
Mark Hedrick - 31%  
Pete Kosanovich - 31.5%

Manager: Mr. Mark Hedrick

Licensee: Mad Ape, LLC d/b/a Alter Brewing Company  
2300 Wisconsin Avenue, 209-217  
Downers Grove, IL 60515

**PROPERTY INFORMATION**

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EXISTING LAND USE: Commercial  
PROPERTY SIZE: (14,985 square feet)

**ANALYSIS**

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Submittals

This report is based on the following documents, which are on file with the Legal Department:

1. Application for Outdoor Liquor License
2. Landlord letter
3. Liquor Handling Manual
4. Floor Plan

### **Project Description**

The applicant is requesting a Class O outdoor liquor license for the operation of a cafe adjacent to a brewing facility located at 2300 Wisconsin Avenue, 209-217.

### **Compliance with the liquor ordinance**

The establishment is defined as:

*Brewing Facility.* A place kept, used, maintained, advertised or held out to the public as a place in which the primary business is the distribution, manufacture, packaging, sale and storage of craft beer produced on the premises in compliance with Federal and State laws.

### **License conditions**

*Outdoor sales.* The sale or consumption of alcoholic liquor in an area adjacent to an existing licensed business which is wholly or partially contained upon private or public property.

### **Class "O" On-Premise Consumption, Outdoor Licenses**

"O" Outdoor licenses shall authorize the sale and consumption of alcoholic liquor in an enclosed outdoor seating area. This license may only be issued to establishments holding a valid Class B, BF, BYO, C, H, P-O, REC, RF, R or WB license and shall be limited to the conditions of the respective license classification issued to the establishment. Except for Class BF and Class C, food must be available in the outdoor dining area at all times and shall be subject to the provisions set forth in Section 3.30. Operation of the outdoor area for a Class C license is limited to private party rentals and shall be subject to the provisions set forth in Section 3.32.

### **Public Safety Requirements**

Fire Prevention and Community Development Department will need to conduct a walkthrough of the facility. A Certificate of Occupancy is valid. Health Department approval is not required.

### **Factors Affecting Finding or Recommendation**

Receipt of outdoor application fee and annual fee.

### **Recommendation**

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Based upon testimony presented at the July 2, 2020 application hearing, if said application is consistent with the Liquor Code and meets the criteria of the classification, staff requests the following:

A recommendation from the Commission concerning its finding of "qualified" or "not qualified" with regard to their Class O outdoor liquor license application, along with any conditions and/or restrictions with respect to this applicant.



www.downers.us

June 18, 2020

**COMMUNITY RESPONSE  
CENTER**

630.434.CALL (2255)

Mr. David Yob  
Mad Ape, LLC  
2300 Wisconsin Ave., Unit 210  
Downers Grove, IL 60515

**CIVIC CENTER**

801 Burlington Avenue

Downers Grove

Illinois 60515-4782

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

*RE: Application for Class O Liquor License  
Alter Brewing Company  
2300 Wisconsin Avenue, 209-217, Downers Grove, IL 60515*

Dear Mr. Yob:

The Liquor Commission of the Village of Downers Grove will meet on Thursday, July 2, 2020, at 6:30 p.m. in the Village Hall Council Chambers to consider applications for liquor licenses. A public hearing will be held on your application as a part of this meeting.

**FIRE DEPARTMENT**

**ADMINISTRATION**

5420 Main Street

Downers Grove

Illinois 60515-4834

630.434.5980

FAX 630.434.5998

I encourage you to attend this public hearing at which time you will have an opportunity to comment in support of your application. In addition, the Liquor Commission will be particularly interested in examining your liquor handling manual and in hearing about your floor plan and training procedures as they relate to the sale of alcoholic beverages.

You may withdraw your application at any time prior to the public hearing.

If you have any questions, please contact me at (630) 434-5542.

**POLICE DEPARTMENT**

825 Burlington Avenue

Downers Grove

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

Very truly yours,



Carol Kuchynka  
Liaison to the Liquor Commission

VILLAGE OF DOWNERS GROVE

**PUBLIC WORKS**

**DEPARTMENT**

5101 Walnut Avenue

Downers Grove

Illinois 60515-4046

630.434.5460

FAX 630.434.5495

a\AlterBrewing\app-hrg.nts



## Village of Downers Grove Outdoor Sales Application

DATE: JUNE 19, 2020

Application is hereby made to the Village of Downers Grove for the sale, service and consumption of alcoholic liquor in an outdoor seating area adjacent to premises licensed to sell alcoholic liquor for consumption on the premises. In support of said application the following is submitted:

1. Name of Applicant MAD APE, LLC  
Address 2300 WISCONSIN AVENUE UNITS # 209-217  
City DOWNERS GROVE State IL Zip 60515 Phone (630) 541-9558
2. Doing Business As ALTER BREWING COMPANY  
Address 2300 WISCONSIN AVENUE UNITS # 209-217  
City DOWNERS GROVE State IL Zip 60515 Phone (630) 541-9558  
Class of License BF Liquor License Number LQ-000194
3. Name of Manager DAVID YOB  
Address [REDACTED]  
City [REDACTED] State [REDACTED] Zip [REDACTED] Phone [REDACTED]

4. In addition to this application form the following shall be submitted:

**Site Plan** - This shall be drawn to scale, and with sufficient detail to depict the proposed outdoor seating area. This should include, but is not limited to, the location and area surrounding as well as the location and dimension. This shall depict the location of ingress, egress, tables, decorations, furnishings, equipment, entertainment/sound amplifying equipment, perimeter barriers, the total square footage to be occupied by the area and the maximum seating capacity.

**Operation Plan** - This shall describe the proposed outdoor area detail. This should include, but is not limited to, the dates, days and hours of operation, liquor service manuals, staff, security, maintenance personnel and proposed menu, and such other items as may be appropriate.

**Improvement Plan** - Detailed plans showing all proposed changes or improvements related to the outdoor seating area.

**Application Fee** - See Administrative Regulation entitled "User-Fee, License and Fine Schedule".

5. Applicant understands and agrees that additional information and material may be required during the processing of this application related to this application, the information provided herein, including attachments. Applicant agrees to provide such additional information and material and that failure to do so may delay the processing of this application or result in its denial. In the event Applicant is made aware that any information or document submitted as part of this application process is inaccurate or incomplete, Applicant agrees to immediately notify the Village and provide appropriate corrections. Applicant understands and agrees to provide such additional information and material, and that failure to do so may delay the processing of this application or result in its denial.

**THE UNDERSIGNED, BEING DULY SWORN, DOES STATE AS FOLLOWS:**

- A. **THAT THE UNDERSIGNED IS EMPOWERED TO PREPARE AND SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT.**
- B. **THAT THE UNDERSIGNED HAS REVIEWED THIS APPLICATION AND ALL ATTACHMENTS AND SUBMITTALS, AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE.**
- C. **THAT THE UNDERSIGNED HAS REVIEWED AND SHALL COMPLY WITH THE PROVISIONS OF THE DOWNERS GROVE MUNICIPAL CODE AS IT RELATES TO OUTDOOR SALES.**

APPLICANT: MAD APE, LLC

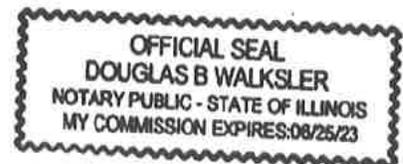
PRINT NAME: DAVID YOB

SIGNATURE: David Yob

TITLE: CEO / MEMBER MANAGER

Subscribed and sworn to before me this 19 day of JUNE, 2020.

Douglas B Walksler  
Notary Public



April 21, 2020

Mad Ape, LLC dba Alter Brewing Company

Attn: Mr. David Yob

2300 Wisconsin Ave. #209-217

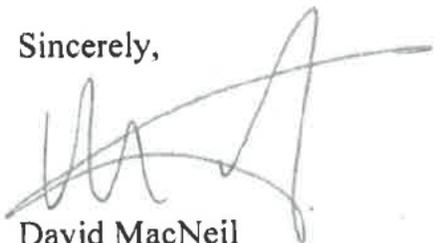
Downers Grove, IL 60515

Dear David,

As the landlord of the rental property at 2300 Wisconsin Avenue, I, David MacNeil, give permission for you to establish a seasonal outdoor area in the parking spaces directly adjacent to units #211-213 as described in your email dated April 1<sup>st</sup>, 2020. This is contingent upon approval by the Village of Downers Grove and their planning commission and liquor commission. Any modifications from the plan as presented to me on April 1<sup>st</sup>, 2020 must be approved by me prior to installation. All components of the outdoor area including barriers, chairs, tables, etc. must be stored inside your rented space or in some offsite location of your choosing during the off season.

Please provide confirmation of Village approval and a paid 'Class O' license for the outdoor space prior to the placement of any barriers and/or equipment outside.

Sincerely,

A handwritten signature in black ink, appearing to read 'David MacNeil', with a long horizontal flourish extending to the right.

David MacNeil

MacNeil Real Estate Holdings, LLC

# Guide to Serving Beer Responsibly

For: Alter Brewing Team Members

Read, Understand ... Own it!



# Welcome to the Alter team!

You are about to read this very important manual because you believe in what we are doing at Alter Brewing Company (Alter) and we believe in you. What do we mean by ‘read, understand ... own it’? Well ... we mean that this document and its message are very important to the safety and wellbeing of employees, patrons, owners, and the public in general. As part of your training, you are required to read it and understand it. Please ask questions if you are unclear about anything.

You acknowledge that you understand and accept the roles and responsibilities required of a beer server in the state of Illinois in the Village of Downers Grove and in the tasting room at Alter Brewing Company. It is important that we get our message out safely and responsibly and within the guidelines established by the State of Illinois and the Village of Downers Grove. ***YOU MUST READ AND UNDERSTAND THE ENTIRE CONTENTS OF THIS MANUAL. IF YOU HAVE QUESTIONS PLEASE DO NOT HESITATE TO ASK MANAGEMENT!***

## **IMPORTANT! EMPLOYEE ACKNOWLEDGMENT:**

You must sign and complete all necessary information contained in the Employee Acknowledgment Document attached herein (see Exhibit B) upon hire. Return the signed Acknowledgment to Management.

## **BASSET CERTIFICATION:**

***BEFORE YOU CAN SELL OR SERVE BEER YOU MUST COMPLETE AN ILLINOIS STATE CERTIFIED ON PREMISE AND OFF PREMISE BASSET ALCOHOL CERTIFICATION PROGRAM. ASK YOUR MANAGER FOR DETAILS.***

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# 1. Responsible Selling and Serving of Beer

This manual outlines the policies and procedures we have adopted in each of the following areas:

1. Preventing underage sales and purchases;
2. Selling and serving of alcoholic beverages to customers; and
3. Handling customer disturbances.

In the front-line position, licensees, (in our case - licensed by the State of Illinois and the Village of Downers Grove to sell beer at retail) such as our brewery and our employees play an important role in ensuring responsible selling and serving of alcoholic beverages. Beer servers must be much more than pourers and sellers of beer. Our best efforts must also be expended in prohibiting sales to minors, keeping intoxicated persons off the road, preventing disturbances, and lowering the number of injuries due to intoxication. We have an obligation to the community and to customers to spot people who have over consumed alcohol.

## **Selling and Serving Responsibly...**

**Protects Our Customers;**

**Protects Our Business;**

**Protects the Public; and**

**Protects You!**

**IMPORTANT! EVERY EMPLOYEE IS EXPECTED TO STRICTLY ADHERE TO THESE POLICIES AND PROCEDURES. FAILURE TO DO SO MAY RESULT IN IMMEDIATE DISMISSAL.** [1]  
[SEP]

## 2. Preventing Underage Sales and Purchases

### a. Guidelines:

- Customers buying beer for on premise consumption or purchasing to go packaged beer **MUST BE 21 YEARS OF AGE.**
- If in doubt about a customer being over 21, proof-of-age identification must be requested. See **“Carding Procedures”** in this section. Specifically, if a customer appears to be under the age of 40 request proper valid identification for verification.
- Note: Employees of Alter Brewing Company’s tasting room **MUST BE 21 YEARS OF AGE** as the job requirements include ringing up sales of beer and taking initial drink orders as well as inspecting identification of customers to ensure that the identification(s) are valid and that the customers are over 21.
- **You are subject to fines and immediate dismissal if you violate provisions of the Downers Grove ordinance, state liquor law, or requirements delineated within this manual.**
- **You have the legal right to refuse to sell or serve beer to anyone unable to produce proper identification or who you feel is already intoxicated.**
- ***DON'T BE AFRAID TO ASK FOR ID, YOUR JOB IS ON THE LINE!***

### b. The Law

- i. In Illinois: Retail liquor licensees, their employees, individuals under the age of 21 and the general public must comply with the laws, which prohibit persons under the age of 21 from purchasing and consuming alcoholic beverages.
  - **235 ILCS 5/6-16(a)\*** It is illegal for retail liquor licensees and their employees to sell, give and/or deliver alcoholic beverages to anyone who is under 21 years of age.
  - **235 ILCS 5/6-16(a); 235 ILCS 5/6-20\*** It is illegal for persons under the age of 21 to buy, consume, possess and/or accept delivery of alcoholic beverages except in the performance of a religious ceremony or under the direct supervision of their parents, or person standing in loco parentis, in the privacy of a home.
  - **235 ILCS 5/6-16(a)\*** It is illegal for any person, after purchasing alcoholic beverages, to give, sell and/or deliver alcoholic beverages to a person under the age of 21.

ii. In the Village of Downers Grove: In the **Downers Grove Municipal Code, Chapter 3 Alcoholic Liquor**, you will find our local ordinances. Go to <http://www.downers.us/govt/municipal-code> then click on Section 3. The entire section should be read.

- Here are the ordinances pertaining to Alter Brewing Company’s License and specifically underage drinking that you must become familiar with:
- **Sec 3.13 CLASS “BF” BREWING FACILITY LICENSES** *Alter Brewing Company’s local license.* Key provisions: Product sampling shall be permitted in accordance with Illinois state law at no charge. **235 ILCS 5/6-31 allows for “tastings” to be conducted. No more than 2oz of beer per free sample tasting and a total of 3 tastings in one day are permitted. This does not preclude selling beer to adults 21 years and older.**
- On-premise consumption shall be limited to the retail portion of the licensed premises except during supervised tours and private events. It is imperative not to allow any customers or visitors in the brewing area without being accompanied by an authorized owner and/or manager.
- Customers under the age of 21 shall be allowed on the premises when accompanied by an individual 21 years or older, however, classes and seminars shall be limited to customers 21 years of age or older.
- **Sec 3.28 MINIMUM AGE OF SELLERS** Age of seller policies require the alcohol servers and clerks be a minimum age in order to legally serve or sell alcohol. Clerks must be at least 21 years of age to ring up any sale of alcoholic liquor. Servers must be a minimum of 19 years of age; however, an under 21 server **MAY NOT** take the initial order or make the determination that a customer is of age. Initial orders/determination of age (carding) must be done by another server who is over 21. ***As your job requirements at Alter Brewing Company include ringing up beer sales, taking initial orders, AND making age determinations you must be 21 years of age.***
- **Sec 3.36 ADULTS SHARING DRINKS WITH MINORS** **ADULTS ARE NOT ALLOWED TO SHARE DRINKS WITH**

MINORS. AGAIN, NO ONE UNDER 21 IS ALLOWED TO CONSUME BEER OR OTHER ALCOHOL. Regardless if in the company of parents, those under 21 are not allowed alcoholic beverages. If an instance arises, tell the manager and he/she will immediately tell the party that such practices are not permitted. Make it understood any alcoholic beverage in front of a minor will be immediately removed. If the party persists, make the manager aware and he/she will remove the alcoholic beverage from the minor / adult and refuse to accept further orders. **You will also refuse** to accept further orders from the infringing party. ***IMPORTANT! IT IS ILLEGAL TO SELL OR SERVE ALCOHOL TO A PERSON UNDER THE AGE OF 21.***

c. Carding Procedures – Driver’s Licenses / State ID Cards

In an effort to prevent the sale, service, or delivery of alcoholic beverages to persons under 21, all employees will follow a standard practice of carefully checking legal documents to verify proof of age.

*If there is any doubt about a person’s age, by law, you must check identification before you sell, serve and/or deliver alcoholic beverages.*

***Rule of thumb: A customer who appears to be under 40 years of age must produce valid identification. ASK FOR IDENTIFICATION.***

i. The Law in Illinois:

- **235 ILCS 5/6-20\*** If a licensee, the licensee’s agent or employee believes or has reason to believe that a sale or delivery of any alcoholic beverage is prohibited because of the non-age of the prospective recipient, they shall, before making the sale or delivery, demand presentation of some form of positive identification, containing proof of age, issued by a public officer in the performance of official duties. *Legal proof of age and identity in Illinois is a document issued by a federal, state or municipal government. Read further to see the forms of ID are acceptable and not acceptable.*
- **235 ILCS 5/6-16(a)\*** Any licensee or agent or employee, may refuse to sell or serve alcoholic beverages to any individual who is unable to produce adequate written evidence of identity and of the fact that they are 21 years of age or older.

- **235 ILCS 5/6-16(a)\*** Adequate written evidence of age and identity is a document issued by a federal, state, county or municipal government, or subdivision thereof, including but not limited to a motor vehicle operator's license, a registration certificate issued under the Federal Selective Service Act or an identification card issued to a member of the Armed Forces.

\*  
*Illinois Liquor Control Act*

ii. The Law in the Village of Downers Grove - **From the Downers Grove Municipal Code, Chapter 3 Alcoholic Liquor:**

- **Sec 3.25 (c) Sale to certain persons prohibited.** For the purpose of preventing the violation of this section, any licensee, or its agent or employee, may refuse to sell or serve alcoholic beverages to any person who is unable to produce adequate written evidence of identity and of the fact that he or she is twenty-one (21) years of age or older.
- **Sec 3.26 Evidence of age of person attempting to purchase or receive alcoholic liquor.**
  - (a) If a licensee or its agent or employee believes, has reason to believe, or should have reason to believe, that a sale or delivery of alcoholic liquor is prohibited because the prospective recipient is underage, then, before making such sale or delivery, the licensee or its agent or employee shall demand presentation of positive identification issued by a public officer in the performance of official duties, and containing proof of age and a picture of the holder thereof. A traffic citation shall not be accepted as identification or evidence of age.
  - (b) No person shall transfer, alter or deface an identification card issued by a federal, state, county or municipal government or subdivision or agency thereof, use the identification card of another, carry or use a false or forged identification card, or obtain an identification card by means of false identification.
  - (c) No person shall purchase, accept delivery or have possession of alcoholic liquor by the use of an altered, forged or defaced identification card or by the use of an identification card of another person.
  - (d) No person shall misrepresent his or her age for the purpose of purchasing or obtaining alcoholic liquor in any place in the Village where alcoholic liquor is sold at retail.

**REMEMBER: YOU MUST REFUSE TO SERVE OR SELL ALCOHOL TO INDIVIDUALS WHO CANNOT PRODUCE VALID IDENTIFICATION WHICH SHOWS THEY ARE 21 YEARS OF AGE OR OLDER. THE BURDEN OF PROOF LIES WITH THE CUSTOMER!**

iii. Acceptable Forms of Identification

- ✓ Valid Illinois Driver's License (primary)
- ✓ Valid State of Illinois Identification Card
- ✓ Valid Out-of-State Driver's License \*
- ✓ Out-of-State Identification Card \*
- ✓ Valid Passport (with photo)

*Note: Always use a 50 State ID checking guide to ensure the authenticity of any out of state identification. Ask Manager for the location of the 50 State ID Checking Guide.*

iv. Unacceptable Forms of Identification

- Traffic Ticket
- Hospital Birth Certificate
- Baptismal Certificate

v. Standard Procedures for Screening and checking ID

Legal proof of age and identification (ID) presented by the customer must be carefully screened and checked to verify age, identity, and that the document is valid and authentic.

*Be alert for anyone who attempts to bypass minimum age laws by using a fake or altered ID, someone else's ID, no ID, their own underage ID or documents that are not legal proof of age.*

The law gives you the right to refuse to serve, sell and/or deliver alcoholic beverages to persons who do not provide you with adequate proof of age.

**REMEMBER: PROHIBITING THE SALE, PURCHASE AND/OR CONSUMPTION OF ALCOHOLIC BEVERAGES BY PERSONS UNDER 21 PROTECTS THE BUSINESS EMPLOYEES FROM POSSIBLE LEGAL ACTIONS AND PROTECTS THE PUBLIC.**

## Carding Procedures:

- ✓ If a customer appears to be under the age of 40 request proper valid identification for verification. **DON'T BE AFRAID TO ASK FOR ID, YOUR JOB IS ON THE LINE!**
- ✓ **WE DO NOT ACCEPT VERTICAL IDENTIFICATION (UNDER 21 IDs)!**
- ✓ Check the ID for a birth date. Reference in house sign clearly posted identifying the cut-off date for 21. Make sure to always know what year a person would have to be born in to be 21 years of age right now.
- ✓ Verify that the ID belongs to the person presenting it. **LOOK AT THE PICTURE!**
- ✓ Match picture IDs and descriptions – height, weight, and eye color – with the person presenting the ID. <sup>[L]</sup><sub>[SEP]</sub>
- ✓ If in doubt, ask for a second piece of identification and crosscheck the information. Ask the person to sign their name and crosscheck against the valid ID.
- ✓ Do not accept a card because it is labeled as an identification card, even if it looks official and has a state name on it.
- ✓ Quiz the person about their date of birth, address, zip code, county, social security <sup>[L]</sup><sub>[SEP]</sub>number, eye color, astrological sign, etc. If the person hesitates, or gives the wrong answer, do not accept the ID.
- ✓ Examine the legal proof of identification to determine if it has been altered or is a fake.
- ✓ Hold the ID up to the light. Look for crooked lines or changes in the shade or typestyle of lettering.
- ✓ Touch the surface of the ID to find cutouts or razor cuts.
- ✓ Check the expiration date. An expired ID is not a valid ID. Alcoholic beverages should <sup>[L]</sup><sub>[SEP]</sub>not be served, sold or delivered to anyone presenting an expired driver's license or state <sup>[L]</sup><sub>[SEP]</sub>ID.
- ✓ Reference the 50 State ID Checking Guide for out-of-state driver's licenses. Compare the driver's <sup>[L]</sup><sub>[SEP]</sub>license presented with the "secret details" outlined.
- ✓ If any forms appear questionable, take them to the manager on duty for approval.

***REMEMBER: WHEN IN DOUBT, DO NOT MAKE THE SALE!***

### 3. Selling and Serving Alcoholic Beverages to Customers

#### a. Basic Guidelines

- ✓ Before every day's shift, sign the **DAILY LIQUOR LOG** (see Exhibit C). This log will be provided by management and must be filled out every day.
- ✓ If you think a customer should not be served, or if you think a customer has had too much to drink, contact your manager immediately!
- ✓ Hours and times when beer cannot be sold must be strictly enforced.
- ✓ **You are subject to fines and immediate dismissal if you violate provisions of the Downers Grove ordinance, state liquor law, or requirements delineated within this manual.**
- ✓ **You have the legal right to refuse to sell beer to anyone unable to produce proper identification or who you feel is already intoxicated.**
- ✓ Give a last call 30 minutes prior to the official closing. Refer to posted hours of Alter Brewing for closing times.
- ✓ Serve beer only within permitted hours. *See THE LAW – DOWNERS GROVE below.*
- ✓ Never give away beer. *See sampling in THE LAW – DOWNERS GROVE below.*
- ✓ Recognize signs of intoxication NEVER serve intoxicated individuals.
- ✓ Advise customers about our designated driver program.
- ✓ Rely on good judgment when someone at the tasting room has had too much to drink. Talk to the customer before anything bad happens, not after!

#### b. The Law in Illinois

Alter Brewing Company and all employees must comply with the law, which prohibits sale of alcoholic beverages to intoxicated persons. **And, in Illinois, a licensee who causes the intoxication of a customer may be held responsible for injury or damage caused by that intoxicated person.**

- **235 ILCS 5/6-16(a)\*** It is illegal for retail liquor licensees and their employees to sell, give and/or deliver alcoholic beverages to any intoxicated person.
- **235 ILCS 5/6-21(a)\*** Every person who is injured within Illinois, in person or property, by any intoxicated person has a right of action against any licensee who by selling or giving alcoholic liquor causes the intoxication of such person.

\* Illinois Liquor Control Act

c. The Law in the Village of Downers Grove

- **Sec 3.25 SERVING INTOXICATED INDIVIDUALS** Serving an obviously intoxicated person is strictly a violation of policy and may lead to civil or criminal responsibility. If an obviously intoxicated person leaves the premises and gets into an accident (car, bike, or other), a civil suit or criminal proceedings may be brought against both the company and the individual employee(s) responsible. Our best protection will come from the exercise of common sense by both management and employees. Employees serving beer must be aware of their responsibilities AND their potential personal liability. In addition to common sense, rely on required BASSET training, this manual and ongoing Alter Brewing Company training and informational sessions related to responsible alcohol selling and serving. *Note: .08 is the Illinois Blood Alcohol Content (BAC) limit. Any person driving in the State of Illinois with a BAC of .08 or more risks being charged with Driving Under the Influence (DUI).*
- **Sec 3.31 LEGAL SERVING HOURS** Disregard of this law may bring stiff penalties.
  - | <u>Day of the Week</u>  | <u>Tap Room Hours</u>               |
|-------------------------|-------------------------------------|
| Monday through Thursday | 8:00am to 1:00am, the following day |
| Friday and Saturday     | 8:00am to 2:00am, the following day |
| Sunday                  | 9:00am to 1:00am, the following day |
| New Years Eve           | 8:00am to 2:00am, the following day |
| St. Patrick's Day       | 8:00am to 2:00am, the following day |
| Thanksgiving Eve        | 8:00am to 2:00am, the following day |
  - **Sec 3.33.1 Limitations on the sale and promotion of alcoholic liquor on licensed premises.** Read through this section of the Municipal Code thoroughly. Specifically, GIVING AWAY ALCOHOLIC LIQUOR (Sec 3.33.1(b) At no time is a licensee allowed to give away beer. This includes offering free or complimentary alcohol whether to regular customers or to customers in a private party or function. Alter will not advertise “free”, “complimentary” “open bar” or “unlimited drinks” in regard to beer. **Again, however, 235 ILCS 5/6-31 allows for “tastings” to be conducted. No more than 2oz of beer per free sample tasting and a total of 3 tastings in one day are permitted.**
  - **Sec 3.33.3 MANDATORY CERTIFIED TRAINING** Every Alter employee, manager, owner who serves, sells or distributes beer shall successfully complete a certified training program and maintain a current effective certification from said program. Certificate(s) shall be made available upon the licensed premises for inspection by the Village. Every employee, manager, owner who serves beer in Alter

Brewing Company's tasting room, must complete an approved BASSET training program.

**IF AN INTOXICATED PERSON CAUSES INJURY OR DAMAGE, THE ESTABLISHMENT AND EMPLOYEES ARE HELD RESPONSIBLE**

- The first person or place to serve the intoxicated person alcohol may be held as liable as the last person or place to serve or sell that person alcohol.
- According to the Dram Shop Statute, recoveries may be made for injury to person(s), either loss of society or loss of means of support and/or property damage suffered. The statute specifically delineates maximum recoveries for each. **235 ILCS 5/6-21(a)**- Illinois Liquor Control Act.

**REMEMBER: IT IS IMPORTANT FOR EVERYONE TO TAKE A COORDINATED APPROACH TO THE RESPONSIBLE SERVING AND SELLING OF BEER.**

d. Hours of Operation: Alter Brewing Company Tasting Room

<b>Day of the Week</b>	<b>Tap Room Hours</b>
<b>Monday through Thursday</b>	<b>12:00pm to 10:00pm</b>
<b>Friday and Saturday</b>	<b>12:00pm to 11:00pm</b>
<b>Sunday</b>	<b>12:00pm to 9:00pm</b>

**Holiday hours: To be determined (but within legal Downers Grove serving hours)**

Alter Brewing Company tasting room hours are less than and within the boundaries of Section 3.31 hours. Section 3.31 hours posted above are when you **must stop serving, when all glasses must be off the table and bar, and when all customers and guests must be out of the establishment.** If it becomes necessary in upholding the law, remove glasses from the tables. It is unlawful to permit customers to consume alcohol on premises later than one hour after the applicable closing time.

#### e. SEASONAL OUTDOOR PATIO

Alter will operate a seasonal outdoor patio adjacent to the tasting room (see Exhibit D).

- The outdoor area will operate with an enclosed area bounded by cement planters and fencing.
- At least one dedicated staff member will monitor and serve the outdoor patio during the hours of operation which will, weather permitting, be the same hours of the tap room (see d. above).
- The outdoor area will be cleaned, and all beverages and any food will be removed from the outdoor area at the end of day.
- All liquor handling policies and manual guidelines pertaining to the tap room must be adhered to in the outdoor space including checking ID's and safe serving as defined by BASSET and this manual.
- No alcohol can be consumed outside unless the patron(s) is within the designated outdoor patio area.
- All furniture must be secured nightly.

## 4. Handling Intoxicated Individuals

Tap room servers, bartenders must not serve intoxicated persons. We have an obligation to help prevent intoxicated persons from leaving and subsequently injuring themselves and others. Do NOT deliver two or more drinks to any one person at one time. You will discourage intoxication and monitor guests by counting drinks and keeping track of alcohol consumed over a specific period of time.

### a. Blood Alcohol Concentration (BAC) and How Alcohol Affects the Body

No matter what the size and body type of a person, the average body can only break down 1 ounce of alcohol per hour.

*It is important to know that, in general: there is .6 oz. of pure alcohol in a 12ounce glass of 5% ABV beer.*

The more alcohol someone drinks beyond 1 oz. in an hour, the more quickly the blood alcohol concentration (BAC) will rise and the more quickly intoxication occurs.

Understanding blood alcohol concentration (BAC) and the effects that alcohol has on a person can help in serving and selling responsibly.

BAC is the amount of alcohol found in a person's bloodstream and is used to determine legal intoxication. In Illinois, the BAC at which someone is legally intoxicated is .08.

#### **Illinois Department of Transportation (IDOT) stated effects on the body as BAC rises:**

- **.02 BAC** The area of the brain that controls a person's inhibitions is affected.
- **.05 BAC** A person may slur speech, or not make much sense while talking.
- **.08 BAC** Motor skills and reaction times will be slow. Judgment and coordination are affected. **LEGALLY INTOXICATED! CANNOT DRIVE SAFELY!!!**

## QUICK FACTS: ALCOHOL'S EFFECTS ON THE BODY

- Alcohol enters the bloodstream quickly.
- Within 5 minutes of drinking 1 ounce of alcohol, the BAC of a person can be accurately measured.
- The more someone drinks, the higher their BAC will go.
- Ninety five percent (95%) of alcohol enters the bloodstream from the stomach and small intestine.
- How quickly alcohol enters the bloodstream, affecting a person's BAC, is directly related to:
  - Body size and weight
  - What is being drunk
  - The speed at which alcohol is consumed
  - The amount of time that passes
  - What has or has not been eaten
  - Other considerations such as medications taken, age, etc.
  - Mood
  - Exhaustion
- THE BODY CAN ONLY ELIMINATE 1 OUNCE OF ALCOHOL PER HOUR (per the American Medical Association)

**BE AWARE:** Be aware of how much alcohol is served to customers and look for behavioral changes as they drink. Once alcohol enters the bloodstream, the passage of **time** is the only way to eliminate alcohol from the body.

### Realizing the myths about alcohol.

- Coffee will **NOT** sober up a person.
- A shower will **NOT** sober up a person
- Fresh air and a walk will **NOT** sober up a person.

**Although the effects of alcohol are influenced by many factors, three are key:**

- The amount of alcohol a person consumes
- The number of hours they have been drinking
- Body weight

## Safe limits of Alcohol Consumption 1st Hour:

- Small Person                      1-2 drinks
- Medium Person                    2-3 drinks
- Large Person                      3-4 drinks
  - *Note: These size designations are a guideline and not intended to categorize any individual or rank any individual for any purpose whatsoever. This guideline is only one tool available to assist a server in assessing the influence alcohol may play on an individual.*
- Subsequent hours: One drink per hour for each person, regardless of body size.

## EFFECTS OF ALCOHOL ON THE BODY *BAC / Body Weight in Pounds*

# of drinks	100	120	140	160	180	200	220	240
1	.04	.03	.03	.02	.02	.02	.02	.02
2	.08	.06	.05	.05	.04	.04	.03	.03
3	.11	.09	.08	.07	.06	.06	.05	.05
4	.15	.12	.11	.09	.08	.08	.07	.06
5	.19	.16	.13	.12	.11	.09	.09	.08
6	.23	.19	.16	.14	.13	.11	.10	.09
7	.26	.22	.19	.16	.15	.13	.12	.11

**One drink = 12 oz. pour of 5% beer.**

The preceding chart shows approximate BAC which corresponds to each person's weight and how much they have consumed.

**NOTE:** The BAC in the above table is an estimate only. It should be used as a guide and is not accurate enough to be used for legal purposes.

***Note: .08 is the Illinois Blood Alcohol Content (BAC) limit. Any person driving in the State of Illinois with a BAC of .08 or more risks being charged with Driving Under the Influence (DUI).***

### **MORE IMPORTANT FACTS TO REMEMBER:**

- A small person, in general, cannot drink as much alcohol as a larger person.
- Body fat does not absorb alcohol. Someone with higher amounts of fat versus muscle in their body will become intoxicated more quickly.
- Because women generally have a higher fat and water content in their bodies than men, they tend to become intoxicated more quickly than men.
- The faster a person drinks, the faster BAC will rise.
- BAC can continue to rise after a person has stopped drinking. This is especially true for the person who drinks very quickly.
- Alcohol can interact with or stop a medication from working.
- Some medications can add to the effect of alcohol and increase the speed that alcohol enters the bloodstream or BAC. This is especially true for people taking cold medications (antihistamines), tranquilizers (Valium) and many other drugs.
- Food can slow down the absorption of alcohol into the bloodstream.
- A customer's mood can also affect the rate at which alcohol enters the bloodstream. For example, if the person is upset, annoyed, tired or depressed, alcohol will enter the bloodstream faster.

## **WHAT CAN BE DONE TO AVOID PROBLEMS?**

To prevent problems from occurring, take action before a situation develops or gets out of control.

It is often the person who has been drinking before arriving at an establishment that presents the most difficult challenge. Remember the following: **Don't sell alcohol to persons that appear to be intoxicated. Try in a safe manner to stop people who are intoxicated from leaving and getting back on the road.**

**REMEMBER: TRY IN A SAFE MANNER TO PREVENT THE INTOXICATED CUSTOMER FROM DRIVING AND PUTTING THEMSELVES OR OTHERS AT RISK.**

## TECHNIQUES FOR RECOGNIZING DRINKING LEVELS

### Green (GO), Yellow (SLOW DOWN), and Red (STOP) Levels of Drinking

1. A **GREEN** level of drinking is reached after approximately one 12-ounce beer at 5% (adjust accordingly for size of serving and ABV of particular beer). At a **GREEN** level most drinkers feel relaxed, comfortable, talkative, and happy. They are usually sociable and behave as they would if they were not drinking.
2. A **YELLOW** level is where the first sizable changes begin to occur. Though specific behaviors or individual drinkers may vary, the progression of behavior is the same. This is because alcohol affects the body progressively.

First, alcohol relaxes inhibitions, and then it impairs judgment. Behaviors that exhibit relaxed inhibitions and/or impaired judgment may signal a **YELLOW** drinking level.

Drinkers who begin to talk or laugh louder are exhibiting a relaxation of inhibitions. These drinkers act with less restraint, possibly becoming overly talkative or overly friendly. Some drinkers may become so relaxed that they are giddy. Desire to enjoy oneself is a large part of alcohol's appeal.

Some people may begin to argue or bait others, use foul language, and annoy others.

3. A **RED** level of drinking is a definite risk. **NOW**, alcohol is affecting reaction time and then motor coordination.

Drinkers at a **RED** level may look glassy-eyed. They may also lose their train of thought and/or make irrational statements. They may spill drinks and/or fumble money or credit cards.

Drinkers at the **RED** level cannot may not be able to walk a straight line and exhibit a reduction in motor coordination including stumbling or falling down.

***USE THE GREEN YELLOW RED LEVELS as a guide in determining where customers are in the drinking spectrum. Help monitor their drinking so that beer is not served too quickly. Use your judgment!***

**Other techniques to implement:**

- Determine, based on body size and gender, how many drinks the customer can consume over a specific time period without becoming intoxicated. Keeping in mind that 48 ounces per day is the maximum.
- Talk with customers to try to determine how much alcohol has already been consumed before additional sales of alcohol.
- Watch customers for outward signs of intoxication.
- If a potential problem is seen, discontinue selling and serving.
- Be aware of the amount of alcohol being sold and served to all customers.
- Slow down service to buy time.
- Offer hot drinks such as coffee or tea. (These take longer to drink and give the body more time to break down alcohol. However, coffee or tea will not sober anyone up.)
- If the establishment serves specialty, non-alcoholic drinks, suggest them to customers.

**If it is determined that a person is intoxicated:**

- Do NOT serve or sell more beer.
- Alert the manager.
- Offer food if available; alternative, non-alcoholic beverages including water; talk with them. Buy time.
- Dial Downers Grove Police or 911 if necessary. Remember, use your judgment!
- If intoxicated, try to prevent customers from driving. Offer to find a ride home, call a cab, have another person drive them home or make other arrangements.
- Whether the customers stay or leave, alert the manager and document any problem situation and the preventative actions taken.

**REMEMBER: Alter Brewing Company and/or its employees (yes**

**you!) could be liable if an intoxicated guest causes injury to another person.**

**If refusal of service to a customer is necessary:**

- If termination of liquor service is necessary, after manager deems cut off, advise other servers and staff so that this customer will not receive a beer from another employee.
- Explain calmly, firmly and respectfully that, by law, it is illegal to sell or serve them more alcohol.
- For sellers or servers, tell the customer that it is a job responsibility to serve responsibly – and the owner could lose the liquor license or even the business.
- Don't back down after a stand has been taken.
- But never embarrass the customer!

**REMEMBER: ALWAYS COMPLETE AN INCIDENT REPORT IF IT IS DETERMINED THAT A CUSTOMER BECAME INTOXICATED! (Ask your manager where incidence reports are kept).**

## b. Designated Driver Program

We have a Designated Driver Program. This program is a good way to prevent alcohol-related problems.

*The following sign is posted in the tasting room in a conspicuous location:*

### ***DESIGNATED DRIVER PROGRAM***

***IF YOU ARE A DESIGNATED DRIVER, PLEASE IDENTIFY YOURSELF TO THE BARTENDER AND ACCEPT, AS A TOKEN OF OUR APPRECIATION FOR YOUR EFFORTS, UNLIMITED COMPLIMENTARY FRESH WATER / COMPLIMENTARY COFFEE or 1 COMPLIMENTARY SODA IF AVAILABLE.***

*Make sure that the driver who is not drinking is identified and made to feel welcome.*

**REMEMBER: ALWAYS PROTECT OUR CUSTOMERS AND OUR BUSINESS!**

### c. Handling Customer Disturbances

Customer disturbances are unacceptable and not part of the culture we embrace at Alter Brewing Company. However, we are not always able to control the behavior of individuals even in an environment that instills moderation and friendliness. When a disturbance and/or an altercation occurs, there is more than a 90% chance that at least one of the persons involved is intoxicated. Obviously, the best method to handle this potential problem is to prevent the disturbance from occurring. Despite our best efforts, altercations may occasionally take place. In this circumstance, follow established procedures.

#### **Techniques for preventing disturbances/ fights from occurring:**

- **Be Aware!** Notice the signs that a disturbance may be starting. Refer to BASSET and TIPS training to identify signs that an individual may be intoxicated.
- **Intervene (but keep personal safety in mind)!** Usually an argument precedes an altercation; explain in a friendly manner that fighting is not permitted!
- It may be necessary to ask one or more of the persons involved to leave.
- If you cannot calm them down or reach agreement that one of them will leave, call the police!
- Never take sides.

#### **Procedures if an altercation occurs:**

- Move the other customers to a safe area.
- Call the police immediately.
- Never ask customers to help in breaking up the fight.
- Do not engage in physical contact unless a life-threatening situation evolves.
- Complete an incident report (see attached example), indicating events leading up to the altercation, state of intoxication witness names, etc.

#### **d. Village of Downers Grove Alcohol Awareness Program**

**Compliance Testing (Control Buy Program)** The Downers Grove Police Department periodically conducts tests on establishment to ensure that minors are not being served alcohol. An Under 21 agent is sent into each establishment to attempt to purchase liquor. In the event staff serves or sells alcohol to the minor, the individual involved in the service/sale is immediately issued an administrative citation (ticket) for serving the minor. In addition, the licensee will be required to attend a public hearing on the violation. A finding of guilty with regard to the violation will result in fines, penalties and/or suspension of the liquor license and possible mandatory certified training for all employees. **REMEMBER YOU WILL BE FIRED FOR SERVING TO MINORS. REMEMBER TO CHECK ID!**

- **A \$500 administrative citation to the individual involved in alcohol sales to a minor.**
- **Up to \$1,000 to cover costs of a disciplinary hearing**
- **Up to \$15,000 in fines**
- **Suspension and/or revocation of liquor license**

**There is NO UPSIDE to not carding. There is NO UPSIDE for serving to a minor. Follow the steps in this manual and learned at BASSET!!!!**

**DUI Notification Program.** The Downers Grove Police Department will notify an establishment in the event an individual arrested for a DUI names their establishment as where they have been drinking prior to the arrest. Any establishment receiving numerous notifications will be subject to a license renewal hearing where the establishment's liquor serving policies will be reviewed.

## e. Retail Sale of Kegs in Downers Grove

**KEG TAG Registration** Alter Brewing Company and all kegs sold by licensees in the Village of Downers Grove must be marked with a sticker containing unique identification numbers. At the time of keg purchase, the retailers are required to obtain the following information from the purchaser of the keg:

1. Date of purchase
2. Name
3. Address and phone number
4. Proper identification used (driver's license, state ID)
5. Date of Birth (remember purchaser must be at least 21)
6. Signature of Purchase

These records are to be retained by the retailer. **This program exists to primarily identify and penalize adults and youth who purchase kegs and allow underage individuals to consume alcohol from them. Ask your manager for procedure for keg sales in the tap room.**

## 5. Other Items

### a. Management Responsibilities:

**The Liquor Manager. Currently Mark Hedrick is the Liquor Manager at Alter.** As required by Village law, Alter is required to have a liquor manager. The manager will be responsible for liquor related matters, including training and retraining for proper service of alcohol. Please relay all material concerns to the liquor manager and where applicable, all procedures contained in this manual should be relayed, forwarded, documented and presented to the liquor manager.

### b. Training Programs and Alcohol Policy Awareness

Alter will conduct MANDATORY “refresher” meetings held on a periodic but timely basis concerning our alcohol handling policies and the importance of responsible alcohol serving.

In coordination with management the Liaison to the Liquor Commissioner of the Village of Downers Grove conduct training seminars onsite. Topics include local ordinance review, proper carding techniques, information on Village programs and recognizing signs of intoxication. The Village also has liquor training videos for check-out and management from time to time may use these videos to enhance periodic training sessions.

The Liquor Manager will receive and share with our employees **Liquor Newsletters** which contain useful information about proper liquor service. These will be sent informing licensees of new laws and regulations concerning the sale/service of alcohol. Employees will be required to read and understand these changes when provided.

### c. Happy Hour Laws

Alter Brewing Company as a licensee is **not allowed** to advertise and/or offer for sale an unlimited number of drinks during a set period of time, allow certain drink specials (such as “Open Bar”) or offer special drink prices to a particular group of people (such as “ladies night”). This is a violation of both State and local law.

### d. Posted Signs and Warnings

**Display of License** Alter Brewing Company is required to **display both state and local liquor licenses in a conspicuous place at all**

**times.** Do NOT remove, obscure or otherwise interfere with the licenses. They must be visible at all times.

**Warning Signs** A sign warning underage persons about purchasing alcohol or misrepresenting their age must and will be displayed. *Note: this sign can be obtained from the Village.*

**Other Signs** These sign will include the following phrases:

A perpetual calendar will be in a conspicuous area for servers and customers to see. This will aid in confirming legal age.

“We will not sell beer to minors or intoxicated individuals”

“We Card, We Card”

“You must be over 21 to purchase liquor. TWO valid forms of I.D. are required.”

“Alcoholic beverages can only be purchased from (see posted hours)”

State law also requires the posting of the surgeon general’s pregnancy warning sign. *Note: this sign can be obtained from the IL Liquor Control Commission.*

**Liquor Product Identification Signs** (brand specific banners, placards, poster streamers, balloons, or other attention getting devices) These signs designed or used to advertise , promote, or identify a particular brand of liquor – including, but not limited to, “beer signs” that may involve electronic or neon displays) **shall not be permitted as any interior or exterior window sign or as any form of exterior sign.**

## 6. Parting Remarks<sup>[L]</sup><sub>[SEP]</sub>

Responsible selling and serving of alcoholic beverages is a job requirement for each of our employees and owners. Your refusal to serve minors, your best efforts to prevent customers from becoming intoxicated, your adherence to our license requirement to limit individual daily consumption to 48oz. and your efforts to safely prevent injury or damage to others caused by intoxicated individuals are an integral part of your job responsibilities. Massive public awareness campaigns have drawn attention to the injuries and potential injuries caused by intoxicated individuals. Many of our customers may not fully understand or accept the measures necessary to resolve the issue. However, they need to understand our concern for the well being of all our customers and those with whom they may come in contact. <sup>[L]</sup><sub>[SEP]</sub>

**Remember you are subject to fines should you violate provisions of the Village of Downer's Grove Liquor Ordinance.**

**Read, Understand ... Own it!**

**Exhibit A**

**INCIDENT REPORT**

Date of incident: \_\_\_/\_\_\_/\_\_\_ Time of incident: \_\_\_\_\_pm (or)  
\_\_\_\_\_am

Type:

\_\_\_\_\_

Name(s) or description of person(s) involved in incident: (indicate telephone numbers if possible)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name(s) and telephone number(s) of beer servers(s) and wait staff on duty:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name(s) and telephone number(s) of witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How many drinks had been served to the person(s) involved?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Exhibit B

# EMPLOYEE ACKNOWLEDGMENT

---

Employee Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_

I, \_\_\_\_\_, have read the Downers Grove Liquor License Guidelines and the Downers Grove Municipal Code, Chapter 3, and specifically Section 3-25 which deals with the sale of alcoholic beverages to minors, etc. and agree to comply with its specifications.

I acknowledge that I personally have the discretionary right to refuse the sales of alcoholic beverages to anyone I feel is underage or intoxicated, and I, therefore, accept full responsibility for my actions.

Furthermore, I acknowledge that I have read and understood the policies and procedures established by Alter Brewing Company for the responsible selling and serving of alcoholic beverages. I will adhere to such policies and procedures; I understand that failure to do so may result in immediate dismissal.

As of today, **I am at least 21 years of age** and understand that I may take orders for alcoholic beverages, as well as serve/sell the product to customers for on premise consumptions and ring up sales for off-premise consumption, only after determining that person placing the order is of legal drinking age – 21 years of age or older. I have read and understand the I.D. guidelines as outlined in the Downers Grove Liquor License Guidelines.

**Please provide a copy of your Basset certificate of completion.** *(From a BASSET program licensed by the State of Illinois Liquor Control Commission (ILCC) as required by 235 ILCS 5/3-12 (11.1) and 6-27 and Title 77 of Illinois Administrative Code, Chapter XVI, Section 3500).*

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Signature

---

Date

## Exhibit C

### LIQUOR LOG

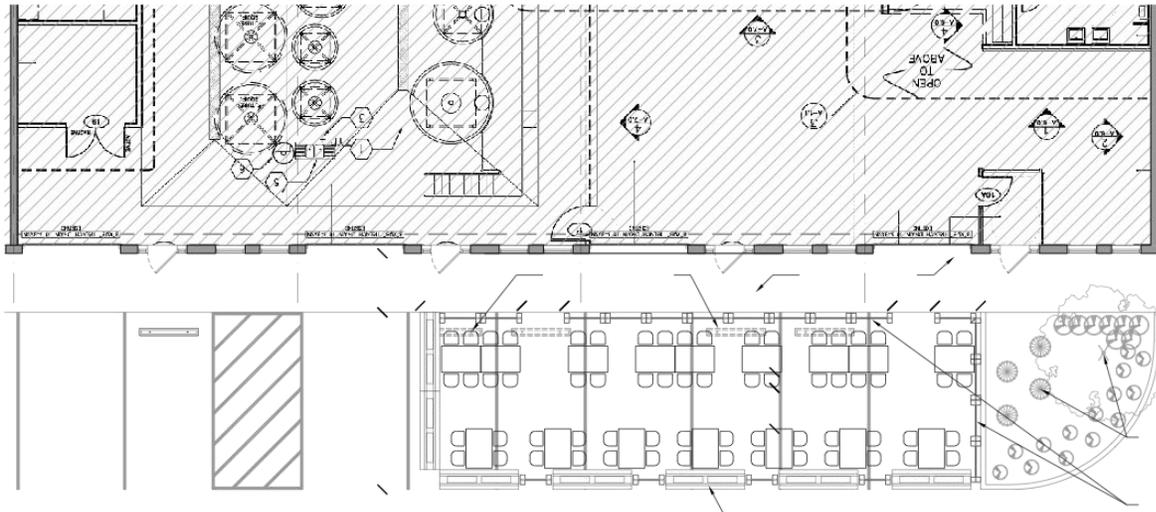
I hereby acknowledge that I am thoroughly familiar with the local and state liquor laws and also Alter Brewing Company's policy dealing with the sale of alcoholic beverages. I will assume the responsibility to request at least two pieces of I.D. from youthful looking customers and shoppers, and I will miss a sale rather than take a chance if there is any doubt in my mind about the age of the customer. *YOU HAVE THE RIGHT TO REFUSE A SALE!*

Also, I understand that here in Downers Grove alcoholic beverages may be sold only during the following hours. *Note: Alter Brewing Company hours open to the public are within these boundaries and less than the following ordinance hours.*

<b>Day</b>	<b>Hours</b>
Monday Through Thursday	8:00am to 1:00am, the following day
Friday and Saturday	8:00am to 2:00am, the following day
Sunday	9:00am to 1:00am, the following day
New Year's Eve	8:00am to 2:00am, the following day
St. Patrick's Day	8:00am to 2:00am, the following day
Thanksgiving Eve	8:00am to 2:00am, the following day

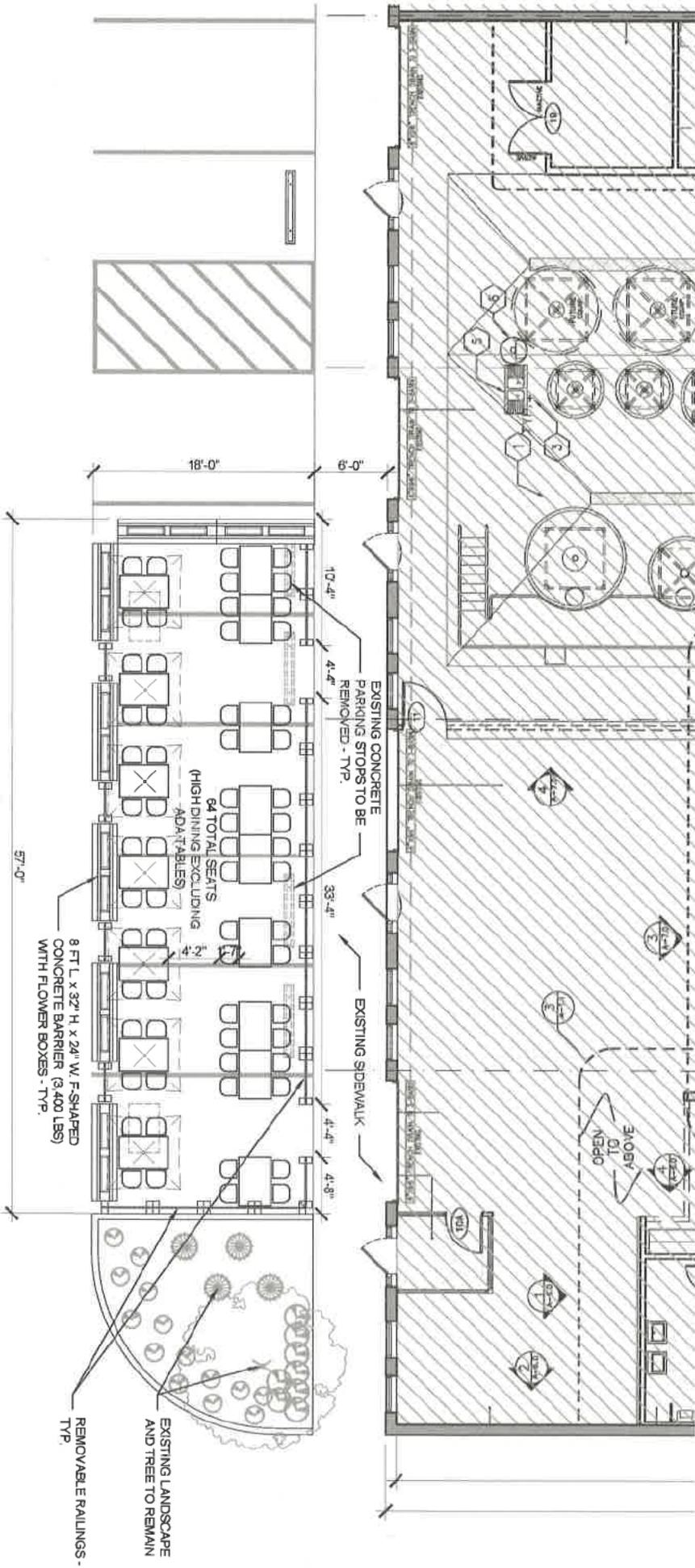
<b>Name</b>	<b>Date</b>	<b>Shift</b>

Exhibit D Outdoor Seasonal Patio











Side Elevation



Front Elevation



DESIGN OPTION 1  
Alter Brewing Company  
2900 Wisconsin Ave Ste 3, Downers Grove, IL 60515  
March 18th, 2020  
Proposed Patio Color Renderings

DACRE & YOUNGQUIST, LLC  
ARCHITECTURE | INTERIOR DESIGN



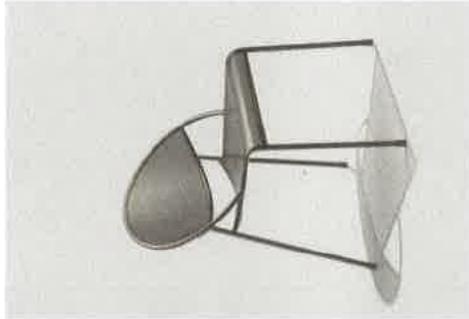


**DINING CHAIRS**

Grand Rapids Chair Co.

Hula Outdoor Barstool

5/8" round, 12 gauge steel tube frame  
Powder coated perforated steel seat and back  
Plastic glides



**DINING CHAIRS**

Grand Rapids Chair Co.

Hula Outdoor Chair

5/8" round, 12 gauge steel tube frame  
Powder coated perforated steel seat and back  
Plastic glides  
Chair stacks 4 high

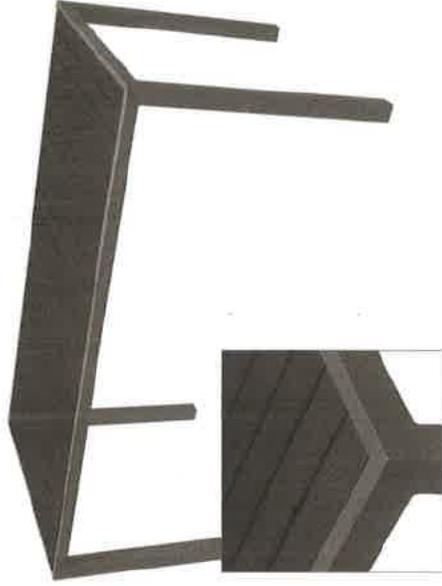


**UMBRELLAS**

Source Furniture

Rio Square Single Vented

Aluminum Pole, Pin & Chain  
Sunbrella® awning grade fabric  
Fiberglass Ribs & Stretcher



**DINING TABLES**

Source Furniture

Sedona with Vienna

Powder Coated Aluminum Base  
Vienna Durawood Top  
Umbrella Hole to be added for tables with Umbrellas





VILLAGE OF DOWNERS GROVE  
REPORT FOR THE LIQUOR COMMISSION  
JULY 2, 2020 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Licensee: Gia Mia Downers Grove, LLC D/B/A: Gia Mia Address: 994 Warren Avenue	Application for Class R-1/O liquor license	Carol Kuchynka Liaison to the Liquor Commission

**REQUEST**

The applicant is requesting a Class R-1/O liquor license for Gia Mia located at 994 Warren Avenue.

**NOTICE**

The request has been filed in conformance with applicable procedural and public hearing requirements.

**GENERAL INFORMATION**

---

Officer(s): Brian Goewey - 61%  
Eugenio Alimondi - 39%

Stockholder(s): Brian Goewey - Indirect Member  
Eugenio Alimondi - Indirect Member

Manager: Ms. Nicole Domingo Skul

Licensee: Gia Mia Downers Grove, LLC d/b/a Gia Mia  
994 Warren Avenue  
Downers Grove, IL 60515

**PROPERTY INFORMATION**

---

**EXISTING LAND USE:** Commercial  
**PROPERTY SIZE:** (3,111 square feet)

**ANALYSIS**

---

Submittals

This report is based on the following documents, which are on file with the Legal Department:

1. Application for Liquor License
2. Application for Outdoor Liquor License
3. Insurance
4. Lease
5. Menu
6. Liquor Handling Manual
7. Floor Plan

### **Project Description**

The applicant is requesting a Class R-1/O liquor license for the operation of a restaurant located at 994 Warren Avenue .

### **Compliance with the liquor ordinance**

The establishment is defined as:

*Restaurant.* A place kept, used, maintained, advertised or held out to the public as a place with the service of food and drink, and where meals are regularly served, without sleeping accommodations, and where adequate provision is made for sanitary kitchen and dining room equipment and capacity and a sufficient number of employees to prepare and serve food for its customers. It being the intent of this paragraph that the primary business conducted on premises to be licensed as restaurants hereunder shall be the service of food and drink. Food service shall be available at all times liquor sales are being conducted. Menus shall be on the table, presented to each patron as they are seated or be posted in such a manner to be easily readable by the patrons of the restaurant. Provided, the kitchen may not cease operating prior to one hour before closing. Bar/lounge seating shall be no more than twenty percent (20%) of the total seating provided for patrons of the establishment.

*Outdoor sales.* The sale or consumption of alcoholic liquor in an area adjacent to an existing licensed business which is wholly or partially contained upon private or public property.

### **License conditions**

"R-1" Restaurant licenses shall authorize the sale of alcoholic liquor for consumption on the licensed premises, where the primary business is that of a restaurant, as defined herein.

"O" Outdoor licenses shall authorize the sale and consumption of alcoholic liquor in an enclosed outdoor seating area. This license may only be issued to establishments holding a valid Class B, BF, BYO, C, H, P-O, REC, RF, R or WB license and shall be limited to the conditions of the respective license classification issued to the establishment. Except for Class BF and Class C, food must be available in the outdoor dining area at all times and shall be subject to the provisions set forth in Section 3.30. Operation of the outdoor area for a Class C license is limited to private party rentals and shall be subject to the provisions set forth in Section 3.32.

### **Public Safety Requirements**

Fire Prevention and Community Development Department will need to conduct a walkthrough of the facility. A building permit for remodeling and a Certificate of Occupancy has been applied for and is pending. Health Department approval is required.

### **Factors Affecting Finding or Recommendation**

Certificate of Occupancy, annual fee, satisfactory background checks, employee certifications.

### **Recommendation**

---

Based upon testimony presented at the July 2, 2020 application hearing, if said application is consistent with the Liquor Code and meets the criteria of the classification, staff requests the following:

A recommendation from the Commission concerning its finding of "qualified" or "not qualified" with regard to their Class R-1 liquor license application, along with any conditions and/or restrictions with respect to this applicant.

A recommendation from the Commission concerning its finding of "qualified" or "not qualified" with regard to their Class O liquor license application, along with any conditions and/or restrictions with respect to this applicant.



www.downers.us

June 18, 2020

**COMMUNITY RESPONSE  
CENTER**

630.434.CALL (2255)

Ms. Karen Fitzgerald  
Gia Mia Downers Grove, LLC  
994 Warren Avenue  
Downers Grove, IL 60515

**CIVIC CENTER**

801 Burlington Avenue  
Downers Grove  
Illinois 60515-4782  
630.434.5500  
TDD 630.434.5511  
FAX 630.434.5571

*RE: Application for Class R-1/O Liquor License  
Gia Mia  
994 Warren Avenue , Downers Grove, IL 60515*

Dear Ms. Fitzgerald:

The Liquor Commission of the Village of Downers Grove will meet on Thursday, July 2, 2020, at 6:30 p.m. in the Village Hall Council Chambers to consider applications for liquor licenses. A public hearing will be held on your application as a part of this meeting.

**FIRE DEPARTMENT  
ADMINISTRATION**

5420 Main Street  
Downers Grove  
Illinois 60515-4834  
630.434.5980  
FAX 630.434.5998

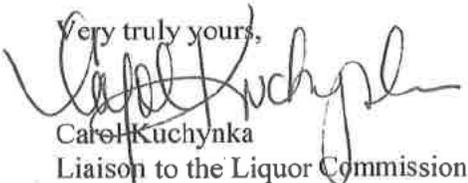
I encourage you to attend this public hearing at which time you will have an opportunity to comment in support of your application. In addition, the Liquor Commission will be particularly interested in examining your liquor handling manual and in hearing about your floor plan and training procedures as they relate to the sale of alcoholic beverages.

You may withdraw your application at any time prior to the public hearing.

If you have any questions, please contact me at (630) 434-5542.

**POLICE DEPARTMENT**

825 Burlington Avenue  
Downers Grove  
Illinois 60515-4783  
630.434.5600  
FAX 630.434.5690

Very truly yours,  
  
Carol Kuchynka  
Liaison to the Liquor Commission

VILLAGE OF DOWNERS GROVE

**PUBLIC WORKS  
DEPARTMENT**

5101 Walnut Avenue  
Downers Grove  
Illinois 60515-4046  
630.434.5460  
FAX 630.434.5495

a:\Gias\app-hrg.nts



VILLAGE OF DOWNERS GROVE  
REPORT FOR THE LIQUOR COMMISSION  
JULY 2, 2020 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Licensee: Gia Mia Downers Grove, LLC D/B/A: Gia Mia Address: 994 Warren Avenue	Application for Class K-1 liquor license	Carol Kuchynka Liaison to the Liquor Commission

**REQUEST**

The applicant is requesting a Class K-1 liquor license for Gia Mia located at 994 Warren Avenue.

**NOTICE**

The request has been filed in conformance with applicable procedural and public hearing requirements.

**GENERAL INFORMATION**

---

Officer(s): Brian Goewey - 61%  
Eugenio Alimondi - 39%

Stockholder(s): Brian Goewey - Indirect Member  
Eugenio Alimondi - Indirect Member

Manager: Ms. Nicole Domingo Skul

Licensee: Gia Mia Downers Grove, LLC d/b/a Gia Mia  
994 Warren Avenue  
Downers Grove, IL 60515

**PROPERTY INFORMATION**

---

EXISTING LAND USE: Commercial  
PROPERTY SIZE: ( N/A square feet)

**ANALYSIS**

---

Submittals

This report is based on the following documents, which are on file with the Legal Department:

1. Catering Menu
2. Sample Catering Agreement

\* Additional materials have been submitted along with the application for Class R-1/O license.

### **Project Description**

The applicant is requesting a Class K-1 liquor license for catering operations in connection with a full service restaurant located at 994 Warren Avenue.

### **Compliance with the liquor ordinance**

The establishment is defined as:

*Catering Business.* A business which provides and serves alcoholic liquor at locations not owned or leased by the catering business for consumption at such location.

*Catered event.* A dinner, banquet, party or other similar event at which alcoholic liquor is provided for consumption on the premises by a Catering Business.

### **License conditions**

"K-1" Catering licenses shall authorize the sale of alcoholic liquor in connection with the operation of an off-site catering business as defined herein that serves alcoholic liquor in connection with the catering of foods for private functions and for consumption only on the premises where the food is catered. The sale of alcoholic liquor shall be incidental to the food service and if the catered event does not qualify as a private function, a special event license shall also be required for the location of the catered event. No cash bar shall be permitted. No alcoholic liquor shall be served at a single location for more than eight (8) consecutive hours. A licensee shall submit a report to the Village within thirty (30) days following each July 1 and January 1 setting forth the location of each event the licensee has catered within the Village and the number of hours for which liquor and food were served at such events during the six (6) months prior. In addition, such report shall describe any planned events currently scheduled by the licensee.

### **Public Safety Requirements**

Fire Prevention and Community Development Department will need to conduct a walkthrough of the facility. A Certificate of Occupancy for new construction has been applied for and is pending/is valid. Health Department approval is/is not required.

### **Factors Affecting Finding or Recommendation**

Certificate of Occupancy, annual fee, satisfactory background checks, employee certifications.

### **Recommendation**

---

Based upon testimony presented at the July 2, 2020 application hearing, if said application is consistent with the Liquor Code and meets the criteria of the classification, staff requests the following:

A recommendation from the Commission concerning its finding of "qualified" or "not qualified" with regard to their Class K-1 liquor license application, along with any conditions and/or restrictions with respect to this applicant.



www.downers.us

June 18, 2020

**COMMUNITY RESPONSE  
CENTER**

630.434.CALL (2255)

Ms. Karen Fitzgerald  
Gia Mia Downers Grove, LLC  
994 Warren Avenue  
Downers Grove, IL 60515

**CIVIC CENTER**

801 Burlington Avenue  
Downers Grove  
Illinois 60515-4782

*RE: Application for Class K-1 Liquor License  
Gia Mia  
994 Warren Avenue, Downers Grove, IL 60515*

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

Dear Ms. Fitzgerald:

The Liquor Commission of the Village of Downers Grove will meet on Thursday, July 2, 2020, at 6:30 p.m. in the Village Hall Council Chambers to consider applications for liquor licenses. A public hearing will be held on your application as a part of this meeting.

**FIRE DEPARTMENT**

**ADMINISTRATION**

5420 Main Street  
Downers Grove  
Illinois 60515-4834

I encourage you to attend this public hearing at which time you will have an opportunity to comment in support of your application. In addition, the Liquor Commission will be particularly interested in examining your liquor handling manual and in hearing about your floor plan and training procedures as they relate to the sale of alcoholic beverages.

630.434.5980

FAX 630.434.5998

You may withdraw your application at any time prior to the public hearing.

If you have any questions, please contact me at (630) 434-5542.

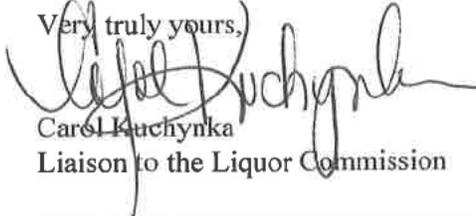
**POLICE DEPARTMENT**

825 Burlington Avenue  
Downers Grove  
Illinois 60515-4783

630.434.5600

FAX 630.434.5690

Very truly yours,



Carol Kuchynka  
Liaison to the Liquor Commission

VILLAGE OF DOWNERS GROVE

**PUBLIC WORKS**

**DEPARTMENT**

5101 Walnut Avenue  
Downers Grove  
Illinois 60515-4046

630.434.5460

FAX 630.434.5495

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# VILLAGE OF DOWNERS GROVE, ILLINOIS APPLICATION FOR LIQUOR LICENSE

Date: May 29, 2020

R-1 | Class O | K-1

Application is hereby made to the Local Liquor Commissioner of the Village of Downers Grove for issuance of a Class \_\_\_\_\_ liquor license, pursuant to the ordinances of the Village and laws of the State of Illinois. In support of said application the following is submitted:

## 1. GENERAL INFORMATION

### 1.1 Applicant:

Name: GIA MIA Downers Grove, LLC dba GIA MIA Phone: TBD

Address: 994 Warren Avenue | Downers Grove, IL 60515

### 1.2 Status:

Individual(s) or Sole Proprietorship

Corporation

Limited Liability Corporation

Partnership

Club

Other (explain) \_\_\_\_\_

### 1.3 Liquor Manager:

Name: Nicole E Domingo Skul Phone: [REDACTED]

Address: [REDACTED]

Driver's License No. [REDACTED] Social Sec. No. [REDACTED]

Date of Birth [REDACTED] 89 Place of Birth [REDACTED]

## 2. PREMISES

Doing Business As GIA MIA Phone: TBD

Address: 944 Warren Avenue | Downers Grove, IL 60515

2.2 Does Applicant beneficially own the premises for which a license is sought?  Yes  No

a. If yes, Applicant must attach proof of ownership. (i.e. title policy)

b. If Applicant is not the beneficial owner of the premises, does Applicant have a lease thereon for the full period for which the license is to be issued?  Yes  No - If yes:

i. A copy of lease must be attached; and,

ii. Identify the owner or rental agent for the property:

Name: Downers Grove Shops, LLC Phone: \_\_\_\_\_

Address: 3216 Lindenwood Lane | Glenview, IL 60025

2.3 Are the premises located within one hundred feet of any church, school, hospital, home for aged or indigent persons or for veterans, their spouses or children or any military or naval stations.  Yes  No

2.4 State the anticipated date of occupancy. Lease signed May 1, 2020 - Tentative Opening Date Summer 2020

### 3. CORPORATION

This section must be completed by authorized agent of any corporate Applicant. If Applicant is a partnership, skip section 3 and go to section 4. If Applicant is neither a corporation nor a partnership, skip sections 3 and 4 and go to section 5.

- 3.1 Applicant was incorporated under the laws of the State of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_.
- 3.2 If Applicant was not incorporated under the laws of the State of Illinois, is Applicant a foreign corporation qualified under the "Business Corporation Act of 1983" to transact business in the State of Illinois? Yes \_\_\_ No \_\_\_
- 3.3 **Registered Agent:**  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_
- 3.4 Corporate Applicants must complete and attach DG LIQ-FORM 2/OFFICERS and DG LIQ-FORM 3/SHAREHOLDERS.

### 4. PARTNERSHIP/LIMITED LIABILITY CORPORATION

This section must be completed by authorized agent of any partnership or limited liability corporation Applicant. If Applicant is not a partnership or limited liability corporation, skip to Section 5.

- 4.1 Applicant was formed under the laws of the State of Illinois on the 28th day of February, A.D., 2020.
- 4.2 Is Applicant a limited partnership pursuant to the Illinois Revised Uniform Limited Partnership Act? Yes\_ No X
- 4.3 If Applicant was not formed under the laws of the State of Illinois, is Applicant a foreign partnership qualified under the Illinois Uniform Partnership Act or the Illinois Uniform Limited Partnership Act, as now or hereafter amended, to transact business in the State of Illinois? Yes \_\_\_ No X
- 4.4 Registered Agent: Not Applicable \_\_\_  
Name: William J Strons - Huck Bouma PC Phone: 630-221-1755  
Address: 1755 S Naperville Rd., Ste 200 | Naperville, IL 60189
- 4.5 **General Partner:** Not Applicable X (Note: if there is more than one general partner, include that general partner who is to be primarily responsible for operation of the licensed premises.)  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_
- 4.6 **Managing Partner:** Not Applicable X (Note: if there is more than one managing partner, include that managing partner who is to be primarily responsible for operation of the licensed premises.)  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_
- 4.7 Partnership Applicants must complete and attach DG LIQ-FORM 3/SHAREHOLDERS and DG LIQ-FORM 4/PARTNERSHIP/LIMITED LIABILITY CORPORATION.

### 5. SOLE PROPRIETORSHIP *Skip to Section 6.*

*NOTE: Pursuant to 235 ILCS 5/6-2 (1) Sole proprietor must be resident of the Village in which the premises covered by the license is located. Pursuant to 235 ILCS 5/6-2 (3) Sole proprietor must be a citizen of the United States.*

**6. QUALIFICATIONS (This section to be completed by all applicants.)**

**6.1** Has any liquor license issued to the applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS, or DG LIQ-FORM 4/ PARTNERSHIP LIMITED LIABILITY CORPORATION ever been fined, revoked or suspended?

No

If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

Yes

- a. Jurisdiction revoking or suspending license: Wheaton
- b. Date of revocation or suspension: FINE May 12, 2016 \$500 + Admin
- c. Reason given by revoking jurisdiction for revocation or suspension: Sale of liquor to a minor
- d. Additional explanatory information, if desired: \_\_\_\_\_

**6.2** Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2 OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4 PARTNERSHIP/LIMITED LIABILITY CORPORATION, ever been convicted of violating any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, or forfeited their bond for failure to appear in court to answer charges for any such violation?

No

If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

Yes

- a. Jurisdiction revoking or suspending license: \_\_\_\_\_
- b. Date of revocation or suspension: \_\_\_\_\_
- c. Reason given by revoking jurisdiction for revocation or suspension: \_\_\_\_\_
- d. Additional explanatory information, if desired: \_\_\_\_\_

**6.3** Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, ever been convicted of a felony under Federal or State law?

No

If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

Yes

- a. Jurisdiction revoking or suspending license: \_\_\_\_\_
- b. Date of revocation or suspension: \_\_\_\_\_
- c. Reason given by revoking jurisdiction for revocation or suspension: \_\_\_\_\_
- d. Additional explanatory information, if desired: \_\_\_\_\_

6.4 Is Applicant the beneficial owner of the business to be operated?

Yes  No

6.5 Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, been convicted of a gambling offense in violation of Sections 28-1(a)(3) through (a)(10), or Section 28-3, of the Illinois Criminal Code (ILL. REV. STAT., ch. 38), as heretofore or hereafter amended.

No

Yes  
If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

- a. Jurisdiction revoking or suspending license: \_\_\_\_\_
- b. Date of revocation or suspension: \_\_\_\_\_
- c. Reason given by revoking jurisdiction for revocation or suspension: \_\_\_\_\_  
\_\_\_\_\_
- d. Additional explanatory information, if desired: \_\_\_\_\_  
\_\_\_\_\_

6.6 Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, been issued a federal wagering stamp by the federal government for the current tax period?  Yes  No If yes, provide details:

\_\_\_\_\_  
\_\_\_\_\_

6.7 Has a federal wagering stamp has been issued by the federal government for the current tax period for the premises for which a license is sought?  Yes  No If yes, provide details:

\_\_\_\_\_  
\_\_\_\_\_

6.8 Is applicant a citizen of the United States?

Yes  No  Not Applicable - Applicant is a corporation or partnership

6.9 Is applicant a resident of Downers Grove?

Yes  No  Not Applicable - Applicant is a corporation or partnership

7. SUBMITTALS

7.1 In addition to this application form the following are submitted as applicable:

- DG LIQ-FORM 1/Liquor Manager
- DG LIQ-FORM 2/Officers & Directors (for each Officer/Director, a Background Check Waiver form must be submitted)
- DG LIQ-FORM 3/Stockholders (for each Stockholder, a Background Check Waiver form must be submitted)
- DG LIQ-FORM 4/Partnership/Limited Liability Corporation (for each Partner, a Background Check Waiver form must be submitted)
- DG LIQ-FORM 5/Declaration
- DG LIQ-FORM 6/Outdoor Sales Application (If applicable)
- DG LIQ-FORM 7/Certifications
- Articles of Incorporation (If applicable)
- Proof of ownership of premises (i.e. title report)
- Lease-If premises not beneficially owned by Applicant (for the full period for which the license is to be issued)
- Floor Plan, as required for any premises to be licensed for sale of alcoholic liquor for consumption on the premises, drawn to scale, and with sufficient detail to depict types of seating, location of bars and other design features.
- Employee liquor handling training manual
- Application fee
- Certificate of Insurance
- Menu (If applicable)
- Reduced Menu -after regular menu hours (If applicable)

7.2 Applicant understands and agrees that additional information and material may be required during the processing of this application related to applicant's qualifications, the information provided herein, including attachments, and the class of license involved. Applicant agrees to provide such additional information and material and that failure to do so may delay the processing of this application or result in its denial.

7.3 In the event Applicant is made aware that any information or document submitted as part of this application process is inaccurate or incomplete, Applicant agrees to immediately notify the Village and provide appropriate corrections. Applicant understands and agrees to provide such additional information and material, and that failure to do so may delay the processing of this application or result in its denial.

THE UNDERSIGNED, BEING DULY SWORN, DOES STATE AS FOLLOWS:

- A. THAT THE UNDERSIGNED IS EMPOWERED TO PREPARE AND SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT.
- B. THAT THE UNDERSIGNED HAS REVIEWED THIS APPLICATION, AND ALL ATTACHMENTS AND SUBMITTALS, AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE.

APPLICANT:

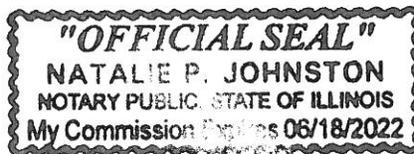
GIA MIA Downers Grove, LLC

Name of Corporation/Partnership/LLC/Sole Proprietorship

BY: BRIAN M GOEWY

Print Name

Sign Name



TITLE: MANAGING MEMBER - BG HOSPITALITY GROUP

Subscribed and sworn to before me this 12<sup>th</sup> day of May, 20 20.

[Signature]
Notary Public



# VILLAGE OF DOWNERS GROVE, ILLINOIS LIQUOR MANAGER APPLICATION

1. **Name of Liquor License Applicant/Holder:** GIA MIA DOWNERS GROVE, LLC

Doing Business As: GIA MIA

Address: 994 WARREN AVENUE

Phone: ( ) TBD Liquor License Number: \_\_\_\_\_

2. **Manager:** NICOLE E DOMINGO SKUL Phone: [REDACTED]  
(First) (Middle) (Last)

Residence Address: [REDACTED]  
(Street Address) (City) (State) (Zip)

If less than one year, previous residence: \_\_\_\_\_

Citizenship: USA If naturalized, date/place of naturalization: \_\_\_\_\_

Date of Birth: [REDACTED] 89 Place of Birth: [REDACTED]

Social Security #: [REDACTED] Driver's License # and State: [REDACTED]

Number of hours per week of employment (35 minimum) 40

3. **Liquor Handling Experience**

*Name and address (city, state) of any other liquor establishment in which you have been employed, position held and dates of employment experience:*

GIA MIA ST CHARLES, LLC DBA GIA MIA - FEBRUARY 2020  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I certify I have never been convicted of a felony, misdemeanor or licensing ordinance violation.**

SIGNATURE OF MANAGER [Signature] Date May 31, 2020

Return to: Liaison to the Liquor Commission  
VILLAGE OF DOWNERS GROVE  
801 Burlington Avenue  
Downers Grove, IL 60515



VILLAGE OF DOWNERS GROVE, ILLINOIS
LIQUOR LICENSE APPLICATION
PARTNERSHIP/LIMITED LIABILITY CORPORATION FORM

Applicant: GIA MIA Downers Grove, LLC dba GIA MIA Pizza Bar

The following is a listing of:

- a. All general partners of any Applicant partnership formed or authorized to transact business as a foreign limited partnership, pursuant to the Illinois Revised Uniform Limited Partnership Act, as now or hereafter amended; and,
b. All limited partners owning, directly or indirectly, five (5%) or more of the aggregate limited partnership interest of any Applicant partnership formed or authorized to transact business as a foreign limited partnership, pursuant to the Illinois Revised Uniform Limited Partnership Act, as now or hereafter amended; and,
c. All general or managing partners of any Applicant partnership which is not formed or authorized to transact business as a foreign limited partnership, pursuant to the Illinois Revised Uniform Limited Partnership Act, as now or hereafter amended.

Applicant: GIA MIA Downers Grove, LLC

By: Brian M Goewey

Corporate Title: MANAGING MEMBER - BG HOSPITALITY GROUP

Date: May 7, 2020

Name: Brian M Goewey - Indirect Member, BG Hospitality Group, LLC

Address: [Redacted]

Social Sec. # [Redacted] Driver's License # [Redacted] Date of Birth: [Redacted]

General Partner [ ] Limited Partner [ ] Managing Partner [ ] Ownership Interest: 61%

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

GIA MIA Geneva, LLC: 1A-1129445 | Issued 3.02.2020 | Exp 02.28.2021
GIA MIA Wheaton, LLC: 1A-1124979 | Issued 12.03.2019 | Exp 11.30.2020 GIA MIA St Charles, LLC: 1A-1144116 | Issued 01.09.2020 | Exp 12.31.2020

Livia Italian Eatery, LLC: 1A-1133809 | Issued 3.12.2020 | Exp 4.30.2021

(Attach completed Background Check Waiver)

Livia Italian Eatery Elmhurst, LLC: 1A-1135990 | Issued 10.01.2019 | Exp 09.30.2020

Name: Eugenio M Alimondi - Indirect Member, BG Hospitality Group, LLC

Address: [Redacted]

Social Sec. # [Redacted] Driver's License # [Redacted] Date of Birth: [Redacted]

General Partner [ ] Limited Partner [ ] Managing Partner [ ] Ownership Interest: 39%

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

GIA MIA St Charles, LLC: 1A-1144116 | Issued 01.09.2020 | Exp 12.31.2020
GIA MIA Wheaton, LLC: 1A-1124979 | Issued 12.03.2019 | Exp 11.30.2020

GIA MIA Geneva, LLC: 1A-1129445 | Issued 3.02.2020 | Exp 02.28.2021

(Attach completed Background Check Waiver)

Livia Italian Eatery, LLC: 1A-1133809 | Issued 3.12.2020 | Exp 4.30.2021

Livia Italian Eatery Elmhurst, LLC: 1A-1135990 | Issued 10.01.2019 | Exp 09.30.2020



VILLAGE OF DOWNERS GROVE, ILLINOIS
BUSINESS ACTIVITY DECLARATION

1. Name of Liquor License Applicant/Holder: GIA MIA Downers Grove, LLC
Doing Business As: GIA MIA
Address: 994 Warren Avenue | Downers Grove, IL 60515
Email (corporate): karen@giamiapizzabar.com Email (site): info@giamiapizzabar.com | nicole@giamiapizzabar.com
Phone: TBD License Class: R-1 | Class O | K-1

2. Main or Principal Business to be conducted by the Applicant: Full-Service Italian Restaurant
wherein the following is devoted to the sale/service of:
Food ( 80 %) Food Alcoholic Beverages ( 20 %) Alcohol
( ) Non-alcoholic beverages ( ) Other - List:

3. Table with 3 columns: HOURS, OPEN, CLOSE. Rows for Monday through Sunday. Sunday is closed for private events.

THE UNDERSIGNED, BEING DULY SWORN, DOES STATE AS FOLLOWS:

- A. THAT THE UNDERSIGNED IS EMPOWERED TO PREPARE AND SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT.
B. THAT THE UNDERSIGNED HAS REVIEWED THIS DECLARATION AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE.

APPLICANT:
GIA MIA Downers Grove, LLC
Name of Corporation/Partnership/LLC/Sole Proprietorship
BY: [Signature]
NAME: BRIAN M GOEWEY
TITLE: MANAGING MEMBER - BG HOSPITALITY GROUP



Subscribed and sworn to be me this 12 day of
MAY, 20 20
[Signature]
Notary Public



## Village of Downers Grove Outdoor Sales Application

DATE: 5.29.2020

Application is hereby made to the Village of Downers Grove for the sale, service and consumption of alcoholic liquor in an outdoor seating area adjacent to premises licensed to sell alcoholic liquor for consumption on the premises. In support of said application the following is submitted:

1. Name of Applicant GIA MIA DOWNERS GROVE, LLC

Address 994 WARREN AVENUE

City DOWNERS GROVE State IL Zip 60515 Phone TBD

2. Doing Business As GIA MIA

Address 944 WARREN AVENUE

City DOWNERS GROVE State IL Zip 60515 Phone TBD

Class of License R-1 | CLASS O | K-1 Liquor License Number \_\_\_\_\_

3. Name of Manager NICOLE E DOMINGO SKUL

Address [REDACTED]

City [REDACTED] State [REDACTED] Zip [REDACTED] Phone [REDACTED]

4. In addition to this application form the following shall be submitted:

**Site Plan** - This shall be drawn to scale, and with sufficient detail to depict the proposed outdoor seating area. This should include, but is not limited to, the location and area surrounding as well as the location and dimension. This shall depict the location of ingress, egress, tables, decorations, furnishings, equipment, entertainment/sound amplifying equipment, perimeter barriers, the total square footage to be occupied by the area and the maximum seating capacity.

**Operation Plan** - This shall describe the proposed outdoor area detail. This should include, but is not limited to, the dates, days and hours of operation, liquor service manuals, staff, security, maintenance personnel and proposed menu, and such other items as may be appropriate.

**Improvement Plan** - Detailed plans showing all proposed changes or improvements related to the outdoor seating area.

**Application Fee** – See Administrative Regulation entitled "User-Fee, License and Fine Schedule".

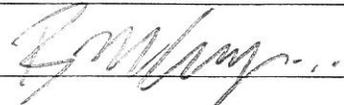
5. Applicant understands and agrees that additional information and material may be required during the processing of this application related to this application, the information provided herein, including attachments. Applicant agrees to provide such additional information and material and that failure to do so may delay the processing of this application or result in its denial. In the event Applicant is made aware that any information or document submitted as part of this application process is inaccurate or incomplete. Applicant agrees to immediately notify the Village and provide appropriate corrections. Applicant understands and agrees to provide such additional information and material, and that failure to do so may delay the processing of this application or result in its denial.

**THE UNDERSIGNED, BEING DULY SWORN, DOES STATE AS FOLLOWS:**

- A. THAT THE UNDERSIGNED IS EMPOWERED TO PREPARE AND SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT.**
- B. THAT THE UNDERSIGNED HAS REVIEWED THIS APPLICATION AND ALL ATTACHMENTS AND SUBMITTALS, AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE.**
- C. THAT THE UNDERSIGNED HAS REVIEWED AND SHALL COMPLY WITH THE PROVISIONS OF THE DOWNERS GROVE MUNICIPAL CODE AS IT RELATES TO OUTDOOR SALES.**

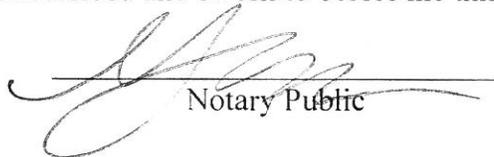
APPLICANT: GIA MIA Downers Grove, LLC dba GIA MIA

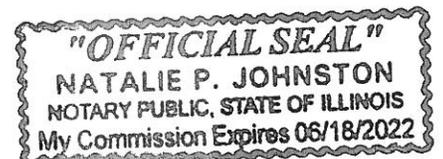
PRINT NAME: BRIAN M GOEWEY

SIGNATURE: 

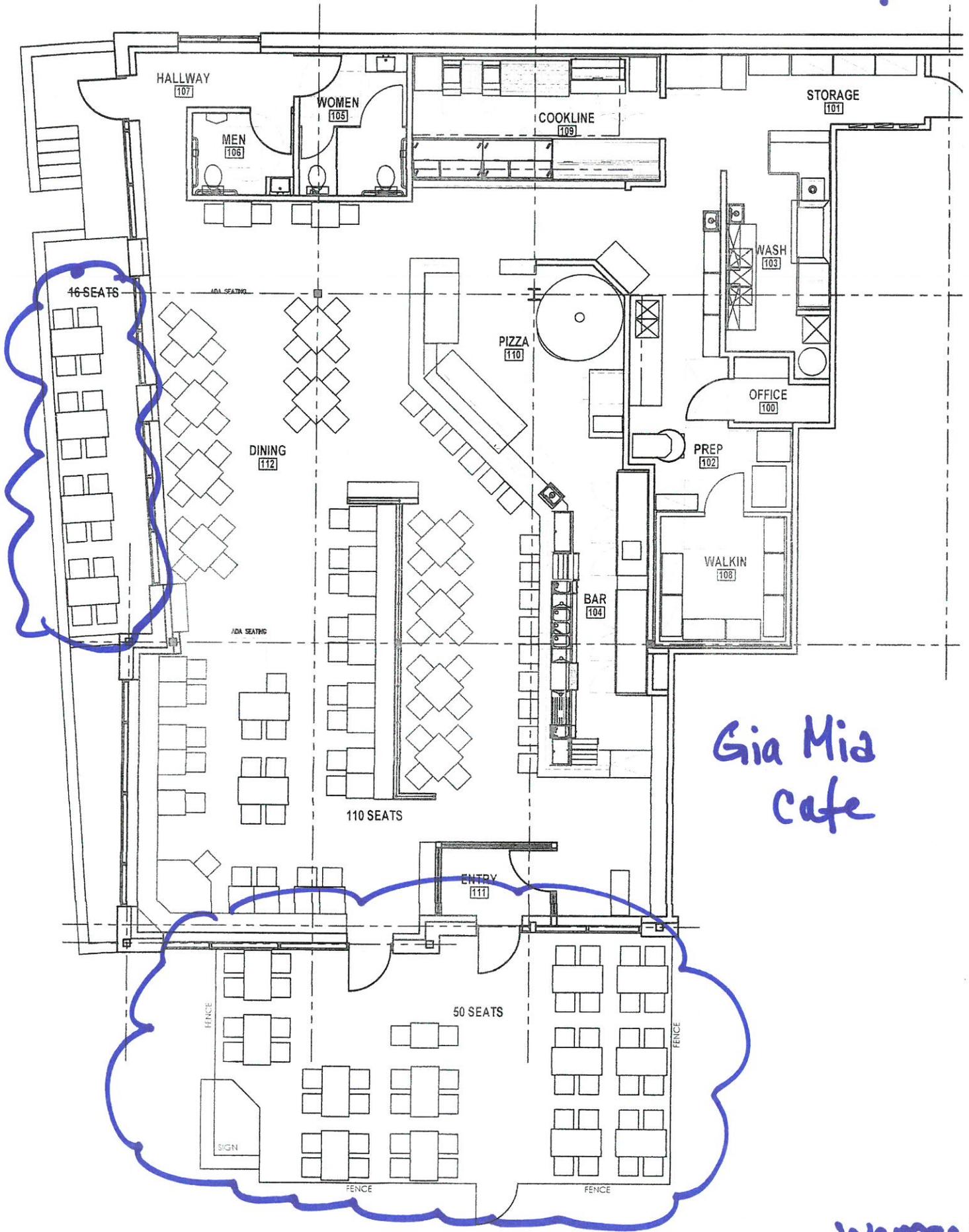
TITLE: Indirect Member - BG Hospitality Group, LLC

Subscribed and sworn to before me this 12 day of MAY, 20 20.

  
Notary Public



↑ N



Gia Mia  
Cafe

WARRANT



# VILLAGE OF DOWNERS GROVE, ILLINOIS CERTIFIED EMPLOYEE DECLARATION

I, Nicole E Domingo Skul, DO HEREBY CERTIFY THAT I am the  
*Print Name*

General Manager of GIA MIA Downers Grove, LLC and I DO  
*Corporate title/Position* *Corporation*

HEREBY FURTHER CERTIFY THAT the attached document is a true, correct and complete  
list of current employees who serve, sell or distribute alcoholic liquor of GIA MIA  
*d/b/a*

located at 994 WARREN AVENUE, Downers Grove, Illinois.  
*Business Address*

I DO HEREBY FURTHER CERTIFY THAT the attached copies of training certificates are true,  
correct and valid copies of the training certifications for each of the employees.

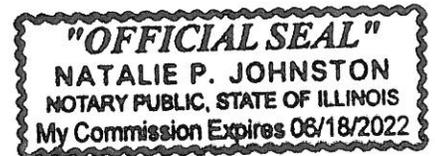
Date: 5-12-2020

Nicole Domingo Skul  
*Signature*

Subscribed and sworn to before me this 12 day of may, 20 20.

[Signature]  
Notary Public

Attachments:  
*Employee list*  
*Certifications*



# Certificate of Completion



NICOLE SKUL

Has diligently and with merit completed the  
On-Premise BASSET Alcohol Certification on 5/22/2020

from the American Safety Council.

A handwritten signature in blue ink, appearing to read "Jeff Pairan".

Jeff Pairan



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/5/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

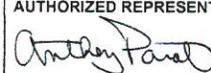
<b>PRODUCER</b> <b>TASK Insurance, LLC</b> 1821 Walden Office Square Suite 350 Schaumburg, IL 60173	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (847) 440-2320	<b>FAX (A/C, No):</b> (847) 430-5307
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  <b>Gia Mia Downers Grove, LLC dba Gia Mia Pizza Bar</b> 994 Warren Ave Downers Grove, IL 60515		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : Society Insurance</b>  <b>INSURER B :</b>  <b>INSURER C :</b>  <b>INSURER D :</b>  <b>INSURER E :</b>  <b>INSURER F :</b>

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		BP20011538	3/18/2020	3/18/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA20011539	3/18/2020	3/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		UM2011541	3/18/2020	3/18/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below		WC20011540	3/18/2020	3/18/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability		BP20011538	3/18/2020	3/18/2021	General Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Proof of Insurance.**

<b>CERTIFICATE HOLDER</b>  Village of Downers Grove 801 Burlington Avenue Downers Grove, IL 60515	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

# STORE LEASE

## SECTION I. Parties

This Store Lease (the "Lease") is entered into as of April 29, 2020 (the "Effective Date") by and between Downers Grove Shops LLC, an Illinois limited liability company, as Lessor, and Gia Mia Downers Grove LLC, an Illinois limited liability company, doing business as Gia Mia Pizza Bar, as Lessee.

## SECTION II. Description of Leased Premises

Lessor leases to Lessee and Lessee leases from Lessor, approximately 3,111 rentable square feet of the space as presently constituted known as 994 Warren Street, Downers Grove, IL 60515, referred to below as the "Premises" on the street level in the building known as Station Crossing Commercial, in the Village of Downers Grove, State of Illinois, referred to below as the "Building".

## SECTION III. Initial Term

The Premises is leased for an initial term ("Initial Term") to commence on May 1, 2020 (the "Commencement Date"), for Lessee's Buildout (as defined herein), and to end at 11:59 p.m. on July 31, 2025 (the "Termination Date"), or on such earlier or extended date as this Lease may terminate as provided below, except that, if any such date falls on a Sunday or a holiday, then this lease ends at 11:59 p.m. on the business day next preceding the above-mentioned date. The Commencement Date, Rent Commencement Date, Release Date, and Termination Date will be determined as per the form attached hereto as Exhibit B. Lessee has applied for the Permits and shall use good faith efforts to obtain the Permits as soon as reasonably possible. Lessee shall provide notice to Lessor promptly upon the issuance of same. Notwithstanding the foregoing, if the Village of Downers Grove fails to approve and issue the Permits by the License Termination Date (as defined herein), then Lessee shall have the right to terminate this Lease by delivering written notice to Lessor's counsel prior to 5 PM on July 31, 2020. If Lessee elects to terminate this Lease, in such event, the security deposit and any such prepaid rent (excluding Rent Adjustment and Additional Rent) shall be refunded to Lessee within ten (10) business days of the termination of this Lease.

Notwithstanding anything to the contrary herein, provided Lessee timely applies for its business and liquor license, Lessee shall have until July 31, 2020 (the "License Termination Date"), to obtain, or confirm to its satisfaction that it will be able to obtain a liquor license and business license from the Village of Downers Grove. If Lessee timely applies for its business and liquor license and is unable to, by July 31, 2020, obtain its business and/or liquor licenses or confirm to its satisfaction that it will obtain its business and liquor licenses, then Lessee shall have the right to terminate this Lease by delivering written notice to Lessor's counsel prior to 5 PM on July 31, 2020. The aforesaid License Termination Date shall be automatically extended on a day for day basis for that period of time, beginning as of the Effective Date that Tenant cannot file its liquor and business license application due to COVID-19 restrictions, including but not limited Village of Downers Grove offices being closed. If Lessee elects to terminate this Lease, in such event, the security deposit and any such prepaid rent (excluding Rent Adjustment and Additional Rent) shall be refunded to Lessee within ten (10) business days of the termination of this Lease.

## SECTION IV. Initial Term Rent



### SMALL PLATES

- SPINACH + ARTICHOKE FONDUTA** | 9  
Fresh Spinach | Artichokes | Fontina | Parmesan Cream | Pizza Bread
- CALAMARI FRITTO** | 10  
Crisp Calamari | Calabrian Chilis | Lemon Aioli
- EGGPLANT PARMIGIANO** | 11  
Breaded Eggplant | Fennel | Evo | Lemon | Parmesan  
Roasted Tomato Sauce | Arugula
- ZUCCHINI FRIES** | 9  
Crisp Zucchini | Lemon | Shaved Parmesan | Sea Salt | Creamy Parmesan
- SMASHED POTATOES** | 7  
Crispy Fingerling Potatoes | Garlic | Herbs | Fresno Chilis  
Creamy Parmesan | Shaved Parmesan
- CHARRED CAULIFLOWER** | 8  
Roasted Cauliflower | Radicchio | Olives | Pine-Nut Crumbs  
Honey | Parsley
- BRUSSELS SPROUTS** | 8  
Pan Roasted | Bacon | Mustard Seeds | Lemon
- WILD MUSHROOM TOAST** | 10  
Grilled Toast | Fontina | Wild Mushrooms | Caramelized Onion | Boursin  
Basil | Chili Flakes | Truffle Oil
- RICOTTA + HONEYCOMB** | 10  
Whipped Ricotta | Evo | Sea Salt | Toast | Wildflower Honeycomb
- TUSCAN SHRIMP + EGGPLANT** | 14  
Blackened Shrimp | Roasted Peppers | Lemon | Vino  
Crispy Eggplant | Chives
- PROSCIUTTO + FIG BRUSCHETTA** | 11  
Toast | Fig Mostarda | Ricotta | Evo | 720 Day Aged Prosciutto | Balsamic  
Basil | Sea Salt
- EAST COAST OYSTERS** | 13  
Oven-Roasted Oysters | Creamed Spinach | Garlic | Bacon
- BUTTERNUT SQUASH GNOCCHI** | 13  
Brown Butter | Sage | Butternut Squash | Potato Dumplings | Pecorino  
Gorgonzola | Truffle Oil
- MEATBALLS al FORNO** | 13  
Handcrafted Veal Meatballs | Roasted Tomato Sauce | Creamy Polenta | Basil
- PROSCIUTTO di PARMALIA** | 15  
720 Day Aged Prosciutto | Mozzarella | Artichokes | Arugula  
Roasted Fennel | Sweet Peppers | Balsamic

### BIG PLATES

- MEDALLIONS OF BEEF** | 21  
2-3oz. Medallions Of Beef | Garlic | Shallots | Broccolini | Potatoes  
Peppers | Pesto | Balsamic
- BRAISED SHORT RIB + GNOCCHI** | 23  
Slow Roasted | Red Wine | Shallots | Garlic | Asiago Gnocchi  
Light Tomato Broth
- SCOTTISH SALMON** | 23  
Pan Roasted | Herb Farro | Asparagus | Tomatoes | Squash | Lemon Broth
- CHICKEN MARSALA** | 19  
Pan-Roasted Chicken | Wild Mushrooms | Caramelized Onion | Asparagus  
Potatoes | Marsala Wine Sauce
- CHICKEN PARMESAN** | 18  
Crispy Hand-Breaded Chicken Breast | Mozzarella | Linguini Fini | Pesto  
Roasted Tomato Sauce

### WOOD-FIRED PIZZAS *(gluten-free crust + 3.00)*

- MARGHERITA** | 12  
Tomato Sauce | Mozzarella | Basil  
Sea Salt | Evo
- ITALIAN STALLION "ROCKY"** | 15  
Tomato Sauce | Fontina | Mozzarella  
Meatballs | Spicy Soppresatta | Basil  
Oregano | Red Onion
- PEPPERONI + BANANA PEPPERS** | 13  
Tomato Sauce | Mozzarella | Basil  
Oregano | Garlic | Pepperoni  
Roasted Peppers | Parmesan
- PEAR + CARAMELIZED ONION** | 13  
Evo | Garlic | Basil | Mozzarella  
Pear | Onion | Gorgonzola  
Arugula | Balsamic
- BBQ PIE** | 14  
Sweet BBQ Sauce | Roasted Chicken  
Basil | Bacon | Onion | Mozzarella  
Cilantro
- SAUSAGE RAISIN** | 14  
Tomato Sauce | Golden Raisin | Basil  
Mozzarella | Italian Sausage | Fennel  
Pecorino
- HAMMAKER'S PIE** | 14  
Tomato Sauce | Mozzarella  
Mushrooms | Pepperoni
- BURRATA PIE** | 15  
Tomato Sauce | Roasted Garlic  
Oregano | Burrata | Caramelized  
Onions | Pesto | Pistachios | Arugula
- WISE GUY** | 15  
Evo | Garlic | Oregano | Basil  
Mozzarella | Smoked Cheddar  
Sausage | Balsamic | Onion
- WILD MUSHROOM** | 14  
Evo | Garlic | Rosemary  
Mozzarella | Basil | Oregano  
Fontina | Wild Mushrooms  
Red Onion
- BRUNO PIE** | 15  
Tomato Sauce | Basil | Mozzarella  
Italian Sausage | Soppresatta  
Pepperoni
- PIZZA BIANCO** | 14  
Evo | Garlic | Oregano | Basil  
Ricotta | Buffalo Smoked Mozzarella  
Calabrian Chili | Lemon | Arugula  
Parmigiano-Reggiano
- QUATTRO FORMAGGIO** | 12  
Tomato Sauce | Mozzarella | Fontina  
Parmesan | Ricotta | Sea Salt
- THE LIVIA** | 14  
Evo | Garlic | Basil | Oregano  
Mozzarella | Spicy Soppresatta  
Onion | Chilis
- THE PROSCIUTTO PIE** | 15  
Evo | Garlic | Mozzarella | Basil  
720 Day Aged Prosciutto | Lemon  
Arugula
- NEW HAVEN CLAM PIE** | 15  
Roasted Garlic Béchamel | Oregano  
Basil | Mozzarella | Manila Clams  
Bacon | Parsley

### HOURS:

Sunday: Private Events | Monday - Tuesday 11am-9pm  
Wednesday - Saturday 11am-10pm

[www.giamiapizzabar.com](http://www.giamiapizzabar.com)



The County Health Department advises that eating raw undercooked meat, poultry, eggs or seafood poses a health risk to everyone, especially the elderly, young children, under age four, pregnant women, and other highly susceptible individuals with compromised immune systems. Thorough cooking of such animal foods reduces the risk of illness. Please notify your server of any allergies you may have.

### GREENS

- NICE LITTLE HOUSE SALAD** | 7  
Organic Bibb Lettuce | Tomato | Fennel | Gorgonzola | Pecans  
House Vinaigrette
- BEEF + FARRO** | 8  
Red Beets | Imported Farro | Balsamic | Pistachios | Spinach | Goat Cheese
- ITALIAN FARM** | 8  
Leafy Greens | Soppresatta | Onion | Peppers | Tomatoes | Cauliflower  
Provolone | Olives | Balsamic
- LITTLE GEM** | 7  
Tomatoes | Roasted Onion | Bacon | Gorgonzola | Creamy Parmesan
- SIMPLE ARUGULA + BLACKENED SHRIMP** | 15  
Leafy Greens | Fennel | Tomatoes | Blackened Shrimp | Parmigiano  
Pine Nuts | Lemon Vinaigrette
- ROASTED PORTABELLA MUSHROOM** | 13  
Brick Oven Roasted | Balsamic | Baby Greens | Tomato | Fennel | Lemon Aioli  
Parmigiano | Carrots | Sweet Peppers
- BLACKENED SALMON + SPINACH** | 16  
Organic Spinach | Quinoa | Tomatoes | Fennel | Creole Salmon  
Herbes De Provence
- TENDERLOIN STEAK SALAD** | 16  
Organic Bibb Lettuce | Mushroom | Peppers | Red Onion | Gorgonzola  
Tomatoes | Balsamic | Pesto Vinaigrette
- ROMANO CRUSTED CHICKEN SALAD** | 15  
Crispy Hand-Breaded Chicken | Greens | Tomatoes | Cucumber | Egg  
Bacon | Gorgonzola | Chives | Creamy Parmesan Dressing
- BALSAMIC CHICKEN SALAD** | 15  
Leafy Greens | Chicken | Grapes | Pecans | Gorgonzola | Strawberries  
Avocado | Balsamic Vinaigrette
- QUINOA + KALE CHICKEN SALAD** | 15  
Tuscan Kale | Quinoa | Sunflower Seeds | Apples | Medjool Dates  
Manchego | Tomato | Lemon Vinaigrette

### PASTA *(gluten free + 3.00)*

- RIGATONI BOLOGNESE** | 15  
Imported Rigatoni | Classic Italian Meat Ragu | Grana Padano  
Tomato Sauce
- PACCHERI VODKA** | 15  
Giant Rigatoni | Italian Sausage | Garlic | Chili Flakes | Roasted Tomato  
Crispy Prosciutto | Vodka Sauce
- SHRIMP + LOBSTER PAPPARDELLE** | 24  
Fresh Pasta | Gulf Shrimp | Lobster | Garlic | Mushroom | Tomato  
Lobster Cream Sauce | Pesto Crumbs | Chili Flakes
- WILD MUSHROOM SACCHETTI** | 18  
Fresh Herbs | Chili Flakes | Garlic | Shallots | Wild Mushrooms | Kale  
Goat Cheese | Truffle
- LINGUINI FINI CARBONARA** | 17  
Chicken | Tomato | Spinach | Garlic Cream | Bacon | Black Pepper  
Egg Yolk

**CHEF'S DAILY RISOTTO** | MKT  
Our Chef's Daily Playground with Seasonal Flavors

## BEERS

### BEER HANDLES

<b>Menabrea 1814 Bionda</b> Blonde Lager   4.8% ABV   Piedmont, Italy	7
<b>Penrose Birra Italiana</b> European-Style Golden Lager   5.2% ABV   Geneva, Illinois	7
<b>Solemn Oath End All</b> Hazy American IPA   6.0% ABV   Naperville, Illinois	7
<b>Rotating Local Brewery</b> Ask Your Bartender For Our Weekly Selection	MKT
<b>Stella Artois</b> European Lager   5.2% ABV   Leuven, Belgium	6
<b>Miller Brewing</b> American Light Pale Lager   4.2% ABV   Milwaukee, Wisconsin	4

## FILBERT'S ROOTBEER

ALWAYS ON DRAUGHT | 3

### BOTTLES + CANS

<b>Allagash   White   12 oz Bottle</b> Belgian Wheat   Portland, Maine   5.1% ABV	7
<b>Bell's   Rotating   12 oz Bottle</b> Kalamazoo, Michigan	7
<b>BuckleDown   Rotating   12 oz Can</b> Lyons, Illinois	7
<b>Half Acre   Daisy Cutter   16 oz Can</b> American Pale Ale   Chicago, Illinois   5.2% ABV	8
<b>Lakefront   New Grist   12 oz Bottle</b> Gluten Free Pilsner   Milwaukee, Wisconsin   5.1% ABV	7
<b>Coors Light   12 oz Bottle</b> American Light Lager   Golden, Colorado   4.2% ABV	4
<b>Peroni   Nastro Azzurro   12 oz Bottle</b> European Pale Lager   Rome, Italy   5.1% ABV	6
<b>Seasonal Cider</b>	MKT

## WINES

### SPARKLING + ROSÉ

<b>Prosecco Bellafina</b>   Veneto, Italy	8   40
<b>Moscato d'Asti Vigneto</b>   Piedmont, Italy	8   40
<b>Brut Rosé Mas Fi Cava</b>   Cava, Spain	10   46
<b>Rosé Domaine Montrose</b>   Languedoc-Roussillon, France	9   34
<b>Rosé Donna Laura "Ali"</b> Sangiovese Toscana Rosato   Tuscany, Italy	10   40
<b>Brut Lanson "Black Label"</b>   Champagne, France   Champagne for Two (375ml)	49

### WHITE by the GLASS

<b>Sauvignon Blanc</b> Nobody's Hero   Malborough, New Zealand	9   34
<b>Sauvignon Blanc</b> Sean Minor Four Bears   California	9   34
<b>Riesling</b> Ryan Patrick "Olsen Brothers Vineyard" Columbia Valley, Washington	9   32
<b>Pinot Grigio</b> Il Conti   Veneto, Italy	9   30
<b>Chardonnay</b> Carneros Highway   Carneros, California	11   42
<b>Chardonnay</b> (unoaked) Andriano "Somereto"   Alto Adige, Italy	13   50

### WHITE by the BOTTLE

<b>Sauvignon Blanc</b> Rombauer   Napa Valley, California	64
<b>Pinot Grigio</b> Terlano   Alto Adige, Italy	49
<b>White Blend</b> Huguet de Can Feixes Blanc Seleccio   Cataluña, Spain	42
<b>Chardonnay</b> (unoaked) Meurgey-Croses   Burgundy, France	55
<b>Chardonnay</b> Mount Eden "Edna Valley"   Santa Cruz Mountains, California	60

### RED by the GLASS

<b>Pinot Noir</b> Strangeways   California	9   34
<b>Montepulciano d'Abruzzo</b> La Fiera   Abruzzo, Italy	8   30
<b>Côtes du Rhône</b> Louis Bernard Villages   Rhône, France	9   34
<b>Proprietary Red</b> Angels & Cowboys   Sonoma, California	13   50
<b>Malbec</b> Andeluna 1300   Mendoza, Argentina	10   38
<b>Merlot</b> Gran Passione   Veneto, Italy	9   34
<b>Syrah</b> Snoqualmie   Columbia Valley, Washington	9   34
<b>Zinfandel</b> Foxglove   Paso Robles, California	9   34
<b>Sangiovese</b> Corte Alla Flora "Giuggiolo"   Tuscany, Italy	9   34
<b>Chianti Classico</b> Bramosia   Toscana, Italy	11   42
<b>Super Tuscan</b> Donna Laura Ali   Toscana, Italy	8   30
<b>Cabernet Sauvignon</b> Anthony Koster   California	11   42
<b>Sangiovese, Merlot, Cabernet Sauvignon</b> Tolaini Al Passo Tuscany, Italy (chef's pick)	12   46

### RED by the BOTTLE

<b>Pinot Noir</b> Hamacher "H"   Willamette Valley, Oregon	52
<b>Pinot Noir</b> Costa de Oro Santa Barbara   Santa Maria Valley, California	65
<b>Rosso di Montalcino</b> Donatella Cinelli Colombini   Tuscany, Italy	60
<b>Rosso</b> Antonelli Montefalco   Umbria, Italy	60
<b>Chianti Classico</b> Isole e Olena   Tuscany, Italy	58
<b>Nero d'Avola</b> Tenuta Ibdini   Sicily, Italy	44
<b>Super Tuscan</b> Tolaini Valdisanti   Tuscany, Italy	78
<b>Cabernet Sauvignon Reserve</b> Highwayman   Sonoma, California	75
<b>Cabernet Sauvignon</b> Amavi   Walla Walla, Washington	78
<b>Classico Superiore</b> Remo Farina Amarone   Veneto, Italy	90
<b>Barolo</b> G.D. Vajra "Albe"   Piemonte, Italy	75
<b>Zinfandel</b> Green & Red "Chiles Canyon"   Napa Valley, California	70

## CRAFTED COCKTAILS | 12

**Modern Old Fashioned** Infused Templeton Rye Whiskey | Orange | Rosemary | Demerara | Angostura | Luxardo

**Lemon Travolta** Infused Sneaky Fox Vodka | Lemon | Basil | Simple | Prosecco

**Fig Bourbon Mule** Figenza Vodka | Old Forester Bourbon 86 | Lime | Ginger Beer

**Cold Brew Negroni** Cold Brew Coffee | Casoni 1814 | Demerara | Amaro

**O.C.G. & Gin** O.C.G. Apple Cider | No. 209 Gin | Lemon | Demerara

**Spiced Tequila Smash** Arette Blanco Tequila | Blackberries | Rosemary | Lemon | Spiced Demerara



BG HOSPITALITY GROUP, LLC®



## MISSION STATEMENT

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Our Mission is to Provide Our Guests with  
The **Highest Quality Product Possible, Great Attention to Service,**  
and to **Cultivate an Environment of Honesty and Integrity** in All  
That We Do.

*This Team Guide provides an explanation of BG Hospitality Group, LLC policies and procedures. WE expect you to understand and abide by the rules under which we operate so that we can both focus on providing outstanding care to our guest.*

**BG Hospitality Group, LLC Team Guide**

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# CIAO!

Welcome to the BG Hospitality Team (BGH) that includes the GIA MIA Brand (GIA MIA) and Livia Italian Eatery Brand (LIVIA)! We are excited that you want to grow and build your career with us—it's a privilege and opportunity for both of us. Here's to the start of a very fun and mutually rewarding employment relationship.

At BGH we have a strong culture that includes commitment to quality, teamwork, and superior service. As you know, the restaurant industry is constantly evolving. You will learn a lot of BGH language and about our commitment to superior guest service.

We truly are a **TEAM** and believe in the "Teamwork" approach to restaurant service. We refer to our outstanding service and culinary staff as a "**Team Member**," because we believe that all of our employees are contributors to the best restaurant **FAMILY** in the business.

**You** are our most important asset. We care about you. We want you to excel professionally. We also want you to have fun. So, together as a team, we will help you become the best you can be by providing you with knowledge, professional leadership, competitive wages and benefits, and a collaborative team environment—tools we believe are necessary to succeed.

Expect your training to be very demanding—there is a lot of information for you to learn. Your effort and dedication begin with the receipt and future study of this *Team Member Guide*. This Guide is designed to answer many of the questions that may arise in connection with your employment, ranging from all the benefits available to you as a Team Member to basic mandated personnel policies that must be followed. Let us know how we can help you become better. Should you have any questions or need further explanation of any policies within this Guide, please contact your direct Manager.

We encourage you to make the absolute most of your employment experience with us. Should you have any questions, addressed in this Guide or not, please feel free to raise them with one of the Managers. Congratulations, and again welcome to the team!

Sincerely,

**Management Team**

# ESSENTIALS

**Corporate Name:** BG Hospitality Group, LLC

**Brands:** GIA MIA Wheaton, LLC | GIA MIA Geneva, LLC | GIA MIA St. Charles, LLC | GIA MIA Downers Grove, LLC | Livia Italian Eatery, LLC | Livia Italian Eatery Elmhurst, LLC

**Owner | President:** Brian Goewey | **Director of Culinary:** Chef Mike Bomberger

**Director of Operations:** Josh Bales | **Business Manager:** Karen Fitzgerald

**Human Resource Manager:** Karla Green | **Marketing Design Specialist:** Natalie Johnston

## Locations:

GIA MIA Brands			Livia Italian Eatery	
13 N Third St Geneva, IL 60134 630-405-5544	31 S. First St St. Charles, IL. 60174 630-415-0770	106 N Hale St Wheaton, IL 60187 630-480-2480	207 S Third St Geneva, IL 60134 630-402-6444	116 E Schiller St Elmhurst, IL 60126 630-402-6195
944 Warren Ave Downers Grove, IL. 60515				

## All Locations Hours of Operation

Sunday -Tuesday

11am – 9pm

Wednesday – Saturday

11am – 10pm

Food will be served until closing time at all locations.

Alcohol will not be served to any Guests 30 minutes prior to closing and not allowed to consume alcohol later than an hour after the time of closing.

\* This goes for all patio and outside dining as well

Web Site: [www.giamiapizzabar.com](http://www.giamiapizzabar.com) | [www.liviaitalianeatery.com](http://www.liviaitalianeatery.com)

Facebook: GIA MIA Pizza Bar (Wheaton) | GIA MIA (Geneva) | GIA MIA Pizza Bar (St. Charles)  
| GIA MIA Pizza Bar (Downers Grove)

Livia Italian Eatery | Livia Italian Eatery Elmhurst

Twitter: @GiamiaPizzaBar

Instagram: @GiamiaPizza Bar | @LivialtalianEatery

# EMPLOYMENT

## INTRODUCTORY PERIOD OF EMPLOYMENT | EMPLOYMENT “AT-WILL”

Your first ninety days of employment with BGH are considered an introductory period, and during that period you will not accrue benefits described in this Guide unless otherwise required by law. This introductory period will be a time forgetting to know the tasks involved in your job position, as well as becoming familiar with BGH's culture. This introductory period is a try-out time. During this period, BGH will evaluate your suitability for employment, and you can evaluate BGH as well. At any time during these first ninety (90) days, you may resign without any detriment to your employment record. If, during this period, your work habits, attitude, attendance, performance or behavior does not measure up to our standards, we may release you.

Please understand that completion of the introductory period does not guarantee continued employment for any specified period of time, nor does it require that a Team Member be discharged only for “cause.” **Employment with BGH is “at will”**, that is, Team Members are free to resign at any time and BGH may choose to terminate an employment relationship when it deems it is in the Company's best interest.

# EMPLOYMENT STATUS AND RECORDS

## EMPLOYEE CLASSIFICATIONS

The following classifications are used throughout this Guide and govern your eligibility for various employment benefits offered by the Company.

### NON-EXEMPT

At-will employees whose positions do not fall within the executive, administrative, professional, outside sales, or any other exemption, as prescribed by federal and state wage and hour laws. These employees are paid time and one half of their regular rate of pay for actual hours worked in excess of forty (40) per week.

### EXEMPT

At-will employees whose positions fall within the executive, administrative, professional, or other exemptions, as prescribed by federal and state wage and hour laws. These employees are exempt from overtime pay.

**FULL-TIME** Employees regularly scheduled to work a minimum of 32 hours per week.

**PART-TIME** Employees regularly scheduled to work less than 32 hours per week.

**SHORT-TERM (OR TEMPORARY)** Employees hired, on a temporary basis only, for full- or part-time position. Their employment is considered of a short-term nature (e.g., summer help, temporary replacements for employees on leave, or additional staffing for special projects). Regardless of the number of hours they work, these employees are generally not entitled to participate in any of our benefit programs, unless otherwise advised by Management.

## PERSONAL INFORMATION & IDENTITY PAYROLL DATES

You are required to report any change of status, including address, phone number or marital status to Management. If you leave BGH and have a change of address, please let us know so we can get your W-2 forms to you at the end of the year.

**Payroll Dates:** We are on a bi-weekly payroll. Every two weeks you will receive a paycheck or Direct Deposit. Our week starts on Monday and ends that following Sunday. Payroll is processed on Monday, and paychecks will be available the following Monday between 1-4pm. Direct deposits typically hit your bank account by that Friday or Monday, depending on your bank.

# EMPLOYMENT STATUS AND RECORDS

**Payroll Checks:** Unless you elect payroll direct deposit into your checking account, payroll checks can be picked up between 1:00 pm and 4:00 pm on the following Monday from when the payroll was submitted. When you receive your paycheck, be sure to review it to make sure all information is accurate. If there are any errors, notify your Manager immediately so that it can be corrected.

## **STORE TRANSFERS**

Team Members may apply for a position at another location that has been both internally and externally advertised. The Team Member must have permission from the current General Manager for that location. BGH will review the credentials of all qualified applicants and choose the most qualified, without regard to the person's status as an employee or outside applicant. The decision will also be based on the immediate needs of the locations in question.

## **COMMITMENT TO TRAINING**

Our objective is to provide our guest with the highest quality products and service in the casual and fine dining industry. We also want to create a dynamic environment in which our Team Members accomplish organizational and personal goals while having fun. We expect that every Team Member have an intense desire to be the best and possess a positive attitude toward learning. This will be your greatest asset. Throughout your employment with us, there will be additional training classes scheduled regularly for your work group by the training department, your manager, or both. "Continuing Education" classes are a mandatory part of the work schedule and everyone must attend. Team Members will be notified in advance of such classes. The more knowledge everyone gathers pertaining to their position and positions of others, the more confident, competent, and valuable they become to the Company.

## **ADVANCEMENT OPPORTUNITES**

It is BGH's intention to continue to grow and expand. With growth and expansion comes the need for qualified individuals. BGH will promote from within, to Team Members who have proven their skill and ability, cooperation and attitude, dependability and length of service. Do not hesitate to let your Manager or Chef know of your interest to advance.

## **PERFORMANCE REVIEWS**

Your performance will be reviewed with your Manager at periodic intervals throughout your employment. The review process will be one-on-one meetings with your immediate Manager or General Manager. Daily guidance and feedback on performance will be conducted as needed or by request. Do not hesitate to

# EMPLOYMENT STATUS AND RECORDS

inquire with Management about what you can do to improve your performance or perception of performance. We want everyone to grow as an associate as well as in his or her personal lives, thus we are open to conversation to assist in that growth.

# FAIR EMPLOYMENT POLICIES

BGH is firmly committed to the principles of equal opportunity in employment. BGH maintains a policy of equal employment opportunity to all potential candidates and employees regardless of race, color, creed, marital or parental status, religion, age, gender, national origin, disability, sexual orientation, veteran status or other protected classes under federal, state or local law.

Every effort will be made to consider and employ individuals with disabilities. BGH will make reasonable accommodations for such individuals to the extent required by law. A Team Member who believes he or she needs accommodation due to a disability is responsible for notifying management of the disability and requesting a reasonable accommodation. Upon doing so, your manager may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. BGH will do their best to accommodate a reasonable request unless it will place an undue hardship on the business.

## HARASSMENT-FREE WORKPLACE

BGH is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual and other unlawful harassment. Actions, words, jokes, or comments based on an individual's race, color, creed, religion, sex, pregnancy status, national origin, disability, age, sexual orientation, marital status, citizenship status, veteran or military status, or any other characteristic protected by applicable law (collectively referred to as "protected status"), will lead to immediate discharge from employment. It is the policy of BGH to provide all personnel with a working environment free of unlawful discrimination and all BGH Team Members are expected to act responsibly to maintain such an environment. Any form of harassment will not be tolerated in the workplace. Examples of harassment are detailed below.

### Harassment

For purpose of this policy, the term "harassment" is broadly defined. It includes all actions, words, jokes, comments, derogatory remarks and/or visual displays that affect an individual's work environment or employment status or tend to belittle, provoke or denigrate others, and that are based on an individual's sex, pregnancy, race, color, national origin, ancestry, ethnicity, age, religion, disability, sexual orientations, veteran status, or any other legally protected status. Such conduct is considered to affect an individual's work environment or status when:

# FAIR EMPLOYMENT POLICIES

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of employment;
- Submission or rejection of the conduct is used as a basis for making an employment decision; or
- The conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Examples of harassment include, but are not limited to: when a Team Member is subject to conduct related to their race, color, creed, marital or parental status, religion, sex, age, disability, sexual orientation or veteran status, which has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment.

Harassment may also be in the form of cyber-bullying. This may be content placed on the internet or transmitted via other social media outlets that may be potentially defamatory, abusive or threaten in nature to an individual.

## Sexual Harassment

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser.

Examples of sexual harassment include, but are not limited to: unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes, flirtations, advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling, touching, pinching, assault, coerced sexual acts or suggestive insulting, obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures.

## Hostile Work Environment

Examples of hostile environment include but are not limited to an atmosphere sufficient to alter the conditions of employment thus creating an abusive working environment of such a nature that a Team Member would be offended, threatened, or distressed.

# FAIR EMPLOYMENT POLICIES

## Required Reporting

If you experience or witness any workplace harassment, you must report it immediately to your immediate supervisor, or to Human Resources who experiences, witnesses or becomes aware of possible harassment must immediately report the matter to one of those individuals.

## Investigation

All allegations of harassment will be quickly and discreetly investigated. Information provided in the context of a harassment investigation or as part of a harassment complaint will be kept confidential to the extent possible. However, some disclosure may (and likely will) be necessary for BGH to conduct a meaningful investigation and affect an appropriate remedy where necessary.

## Retaliation Prohibited

BGH prohibits retaliation in any form. Employees can raise concerns and make reports of alleged harassment without fear of reprisal or retaliation. If you feel that you have been subject to retaliation of any kind for having made a complaint of harassment or having participated or assisted in a harassment investigation, you should report the matter in the same manner as you would have reported harassment itself.

## **CONSENSUAL ROMANTIC OR SEXUAL RELATIONSHIPS**

If any employee of BGH enters into a consensual relationship that is romantic or sexual in nature with a member of his or her staff (an employee who reports directly or indirectly to him or her), or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must notify the Human Resource Manager or another appropriate corporate officer. This is mandatory. This requirement does not apply to employees who do not work in the same department or to parties who do not supervise or otherwise manage responsibilities over the other.

Once the relationship is made known to BGH, the Company will review the situation with Human Resources in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine whether one or both parties need to be moved to another job or department. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, or the party is not chosen for the position to which he or she applied, the parties will contact Human Resources, which will decide which party should be moved. That decision will be based on which move will be least disruptive to

# FAIR EMPLOYMENT POLICIES

the organization. If it is determined that one or both parties must be moved, but no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

## **SUBSTANCE ABUSE**

This company is committed to creating and maintains a Drug Free Workplace without jeopardizing the job security of valued but troubled employees, provided they are prepared to help us help them.

Notice is posted in a conspicuous location identifying our Company as a Drug Free Workplace. Copies of this Drug Free Workplace policy are available for inspection at the office.

Our Drug Free Workplace Policy now formally states that substance abuse will not be tolerated ON the job by employees of our Company. This prohibition includes the possession, use or sale of illegal drugs, the abuse of alcohol and abuse of prescribed drugs. Consumption of alcohol at Company sponsored activities or other social events is not considered alcohol use in violation of the Company policy. However, at no time is a representative of the Company, while on duty, permitted to be under the influence of alcohol or drugs as defined by the Company policy.

## **OPEN-DOOR POLICY**

Although our Company is continually growing, we are strongly committed to maintaining an “Open Door” policy. We believe that frequent, ongoing communication between you, your co-workers and Management offers the key to a healthy and successful relationship. As a member of the Company’s team, you are encouraged to share any ideas that may help us become an even better organization. We are always interested in considering ways of attracting new customers, expanding and enhancing our products and services, and achieving greater operating efficiencies.

## **COMMUNICATION POLICY**

If there is something about your job you feel needs to be discussed, we want to know about it. Remember, unless you bring it to our attention, it may go unnoticed – and unresolved.

Here are two steps that we encourage you to take in such a situation:

**Step One.** First present your concern to your Manager. Experience has shown that most, if not all issues can be resolved through frank and open discussion. However, if a satisfactory resolution is not reached at this level, you may proceed to Step Two.

# FAIR EMPLOYMENT POLICIES

**Step Two.** You may present your concern, in writing, to the Human Resource Manager. The matter will be investigated, the relevant facts will be considered, and a final decision will be made as promptly as possible. Nobody is perfect, and no business gets it all right the first time around. Please do not hesitate to bring your ideas to the attention of any member of Management at the APPROPRIATE time.

## NO SOLICITATION

The conducting of non-BGH business such as canvassing, collection of funds, pledges, circulation of petitions, solicitation of Memberships, or any other similar types of activity, or distribution of such literature, such as leaflets, letters, or other written materials, by a Team Member or a guest is **not permitted** at any time in working areas, as well as in customer and public areas.

# EMPLOYEE BENEFIT PROGRAMS

## GROUP INSURANCE

BGH provides insurance to full-time employees (30+ hours a week) to be in compliance with the laws of the ACA.

**Variable Hours Worked** refers to Industries where the employee doesn't work the same number of hours every week and can have an extreme fluctuation of hours per pay period.

### ELIGIBILITY:

- An employee must work for the company for a 12-month period
- In the 12-month look-back, the employee must work 1560 hours (average of 30 hours a week)

## WORK INJURIES/ACCIDENTS

If you are injured on the job, no matter how slightly, report the incident immediately to your manager or Human Resources. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident. You may also be required to take a drug test.

BGH expects all employees to work in a safe manner and maintain a safe work environment. Please report any unsafe conditions to Management immediately. If an injury or possible injury occurs and is reported in a timely manner, Management will direct the employee to an authorized Medical Facility or doctor. Failure to report an injury or possible injury to Management immediately, may affect the payment of the employee's benefit.

You may be required to take a drug test and/or seek medical attention by our physician if employee drug use is likely to have contributed to the incident.

## TIME OFF

BGH realizes that there may be times when you need more than just a day off or need to take an extended period of time for a leave of absence. Of course, these are handled case by case, but the company will do their best to work with you as much as possible.

# EMPLOYEE BENEFIT PROGRAMS

## HOURLY VACATION POLICY

We believe taking time for vacation is essential to each Team Member's physical, mental and emotional well-being. BGH provides Team Members with paid time off for vacations when requirements are met. For purposes of earning vacation pay, a "regular full-time hourly Team Member" is described as an employee who maintains an average of 32.0 hours per week for a twelve consecutive month period. This means that in order to earn vacation benefits, an hourly Team Member must maintain the weekly average of 32.0 hours for **the entire calendar year. No exceptions!**

The following requirements must be met in order before vacation days can be used:

1. After their service anniversary date: which must coincide with the completion of twelve *continuous* months of service.
2. After it has been determined that the Team Member actually worked an average of 32.0 hours or more, per work week, in the previous twelve months.

Vacation days will be paid at the Team Member's regular hourly rate times the average number of hours worked by the Team Member per work week, which will be from 32 hours up to a maximum of 40 hours per week. You will only receive this benefit per the tender as stated below and you will be paid at whatever average hours you generally work.

*\*\*Note: Overtime hours are not included for purposes of calculating vacation benefits.*

FOR EXAMPLE: a 2<sup>nd</sup> year Team Member who has worked an average of 35 hours per week in the first year of employment will be granted one week of vacation equivalent to 35 hours.

Those Team Members in server positions, whose wages regularly include tips from guests; vacation time will be paid at an hourly rate that is consistent with that of the current "State" minimum wage rate (in consideration of the tip income missed during vacation time).

Hourly Team Members will be eligible to earn paid vacation time in accordance with the following schedule.

### **Length of Service**

1 - 2 Years

3 - 5 Years

### **Vacation Maximum Hours**

One Week (up to 40 Hours)

Two Weeks (up to 80 Hours)

# EMPLOYEE BENEFIT PROGRAMS

In order to encourage Team Members to use their vacation benefits, there is a cap set on the number of vacation days a Team Member may maintain in a balance. Eight (80) hours is the total number of vacation hours that any full-time Team Member may accrue at any time and does not carry over from year-to-year. Any unused time will not be paid out at the end of the year.

Managers will make every attempt to approve your vacation request to accommodate your desire scheduled; however, the business and staffing requirements for the period you intend to be away will be taken into consideration as well. Vacations during extremely busy periods are strongly discouraged and most likely will not be approved. Until your vacation request has been approved, **please do not purchase your airline tickets before-hand.**

You must submit your request in writing to your Manager as early as possible to be approved. All requests are based on staffing and advance notice. In all cases, the decision to grant a particular request will be within the exclusive discretion of Management.

If your vacation request has been approved, your paid vacation days will be included in your regular paycheck for the pay period in which the vacation is taken. BGH does not pay out vacation in lieu of time off, and Team Members will not receive a paycheck and vacation pay for the same payperiod. Vacation time must be a time taken away from work. You will not be allowed to take vacation time AND continue to work during that time.

## HOLIDAYS

Having balance between work, family and personal time is an important ingredient to enjoying life. BGH will be closed on certain holidays. As a reminder, ALL Team Members need to be available to work on all other holidays, including Christmas Eve and New Year's Eve. To deliver top-notch service to our guests, we need the collective efforts and dedication of all of our Team Members. With certain holidays we will not accept requests off—it's part of the restaurant industry we have chosen to work. There are no requests off for holidays that we are open. It is the responsibility of the Team Member to find coverage for their shift(s) and it must have Manager Approval. We are especially busy on Easter, Mother's Day & Father's Day. We will try our best to accommodate you when we can, but please know that it is your responsibility to cover your own scheduled shift(s).

# EMPLOYEE BENEFIT PROGRAMS

## JURY DUTY

Team Members who are summoned to perform jury duty will receive as many days necessary to fulfill their responsibility. The Team Member must provide a copy of the summons and notify Management in writing two weeks prior to the summons date. Team Members are required to fill out a leave of absence form.

## BEREAVEMENT LEAVE

In the event of the death of a parent, spouse, sibling, child, or significant other, Team Members will receive up to five days of unpaid leave. In the event of the death of another family member or friend, Team Members must cover their own scheduled shift(s) and notify Management of the situation.

## SCHOOL VISITATION

In accordance with the Illinois School Visitation Rights Act, Team Members who works at least twenty hours per week may request for school visitation leave and will be eligible for unpaid time off. A total of 8 hours of unpaid leave during the school year may be taken to attend school conferences or classroom activities related to the Team Members' child, if the Team Member cannot schedule these visits during non-working hours. No more than 4 hours may be taken during any one 1 day. Team Members must provide Management with a seven days' advance notice of the request. Emergency situations that may arise will require twenty-four hours' notice given to Management. The Team Member must present documentation from the school confirming that school visitation leave was taken. If this documentation is not provided, the absence may be considered unexcused.

## TIME OFF FOR VOTING

BGH will provide proper time for anyone who is wanting to vote but they must return to work as soon as they are done.

## MEALS & DISCOUNTS

We have a very exciting meal program for our Team Members. You can enjoy all of the same dishes we prepare for our guests only at a fraction of the cost. **However, kid's food, daily features, and alcoholic beverages are not included.** Other items may be excluded as decided by Management.

All meals must be consumed in the restaurant, and either before shift, after shift, or on break. All hourly Team Member meals include unlimited fountain beverages/sodas, coffee, tea, and iced tea. All Front of

# EMPLOYEE BENEFIT PROGRAMS

House hourly Team Members may purchase one item per shift worked at a 50% discount from menu price. *There may be up to a \$20.00 limit set on the amount of the discount. Please ask your Manager about this.* This meal must be eaten in an area not in view of our Guests, and in a specified area and time, determined by management. All meals must be rung up by a Chef or Manager, prior to being consumed. All hourly Kitchen Team Members can eat an employee meal prepared daily for the kitchen staff at no charge. All other food items consumed by kitchen Team Members, must be rung up by a Chef or Manager, and will be paid for at 50% of the menu price by the Team Member. All monies for food must be paid to a Manager. All orders must be submitted one (1) hour prior to when the kitchen closes.

## HOURLY STAFF MEMBER DISCOUNT

Hourly Team Members are entitled to certain discounts on BGH food when they are not working on that day. When dining during these "off" times, a 30% discount will be applied to the hourly Team Member and up to three (3) guests dining with the Team Member. This discount only pertains to food (not on any alcoholic beverages) and applies to dine-in only. You are also responsible for tipping the team member just as you would while dining at another establishment. When eating at BGH locations, all Team Members must be out of uniform (any logo'd pieces removed), be seated in the dining room, and taken care of by a working Team Member. Off-duty Team Members may not help themselves to food, beverages, or other merchandise. When the restaurant is on a wait, all Team Members must put their name on the list and wait the appropriate amount of time along with the guests.

## MEAL PERIODS

Team Members may be eligible for short periods of unpaid time off for rest and meal breaks under local, state regulations. We encourage Team Members to take their breaks in accordance with the law and coordinate these breaks with a manager so that a fellow Team Member may continue to care for our guests' needs. All Team Members must clock out for breaks of twenty (20) minutes or longer, unpaid, and must promptly clock in when returning from a break. This meal period must be given to any employee schedules to work 7 ½ hrs. Within the first 5 hours of scheduled time.

## SENIORITY

BGH values people who stay with us for long periods of time. Our operation is geared towards promoting employment longevity. However, at BGH we work based on what is fair for the entire group. Seniority counts only for requested days off and the benefits associated with length of service. Certain benefits, such as vacation, increase with tenure. Stations, shifts, raises, and promotions are given out on a merit basis only.

# LEAVE OF ABSENCES

## GENERAL LEAVE OF ABSENCES

BGH does not offer paid sick time but does offer unpaid leave of absences (LOA) to eligible Team Members. Approval of LOA will be determined on a case-by-case basis. There are also certain factors that will be considered in the decision, such as the Team Member's length of service, and hours worked per week, among various other factors. Some LOA's may fall under FMLA. Please consult the section that describes your rights under FMLA (below). BGH will make an attempt to have a position available for a Team Member returning from an approved LOA; however, we cannot promise that a position will be made available. LOA's are subject to approval by the General Manager or Executive Chef, and are limited in duration, and are unpaid. Team members who desire an LOA must submit a request in writing.

## FAMILY & MEDICAL LEAVE OF ABSENCE (FMLA)

The Company is a covered employer under the Family and Medical Leave Act of 1993 as Amended ("FMLA")

Under the FMLA, eligible employees of a covered employer may be entitled to a maximum for 12 weeks per year of unpaid leave for one of the following FMLA-qualifying reasons, or 26 weeks in the event that leave is taken to care for a covered service member, as defined therein:

- a) The care of a child following the birth or adoption of the child, or the placement of a foster child; or
  - b) The care of a parent, child or spouse with a serious health condition; or
  - c) The treatment of an employee's own serious health condition which makes the employee unable to perform the essential functions of his/her job; or
  - d) Incapacity due to pregnancy, prenatal medical care, or child birth; or
  - e) The care of a "covered service member," which is defined as a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, as a result of a serious injury or illness, when the eligible employee is the spouse, son, daughter, parent, or next of kin of the covered service member, who was a member of the Armed forces at any time during the 5 years preceding the date of treatment;
- or

# LEAVE OF ABSENCES

- f) Any “qualifying exigency” arising because the employee’s parent, child, or spouse in son active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation, or who is deployed in foreign country on active duty.
- g) A “serious health condition” is an illness, injury, impairment, or physical or mental condition that causes a period of incapacity resulting in;
  - h) The need for inpatient care in a hospital , hospice, or medical care facility, and any subsequent treatment in connection with such inpatient care;
  - i) Absence from work, school, or other regular activities for more than three consecutive, full calendar days and requiring continuing treatment or supervision by a healthcare provider at least once within seven days of the first day of incapacity and requires either a regimen of continuing treatment initiated by the health care provider during the first treatment or a second in-person visit to the health care provider for treatment (the necessity of which is determined by the healthcare provider) within 30 days of the first day of incapacity;
  - j) The need for continuing treatment or supervision by a healthcare provider for a condition so serious that, if not treated, would likely result in a period of incapacity of more than three
  - k) Calendar days and requires visits for treatment by a healthcare provider at least twice a year or
  - l) The need for continuing treatment or supervision by a healthcare provider for prenatal care
  - m) The employee husband of a pregnant spouse is entitled to FMLA leave for prenatal care.

A “serious injury or illness” in the case of a covered service member means an injury or illness incurred by the service member in the line of duty, while on active duty in the Armed Forces, that may render the service member medically unfit to perform the duties of the member’s office, grade, rank, or rating for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. This may also include an injury or illness that was incurred prior to the member’s active duty but was aggravated by military service in the line of active duty.

A “qualifying exigency” is defined as; short notice deployment attending military events and activities; arranging for alternative childcare or school activities; addressing financial and legal arrangements; attending counseling; rest and recuperation; attending post-development activities within 90 days following the termination of the covered military member’s active duty status; and, addressing other events which arise out of the covered military member’s active duty or call to active duty (provided that the Restaurant and employee agree that such leave shall qualify as exigency, and agree both the timing and

# LEAVE OF ABSENCES

duration of the leave). Employees should consult with the General Manager or HR to determine whether an exigency qualifies for FMLA Leave.

In general, leaves of absences granted under this policy are unpaid. However, those eligible for paid time off, such as vacation, are required to such unused time during a leave as permitted by applicable law.

You are eligible for FMLA leave if you have:

- a) Worked for the Restaurant for at least 12 months during the last seven years (unless the break in service is due to National Guard or reserve military service obligation or a written agreement reflecting the Restaurant's intention to rehire you after the break in service); and
- b) Worked for the Restaurant for at least 1,250 hours during the 12 month immediately preceding the leave date; and
- c) work at a Restaurant worksite that employs at least 50 employees within a 75-mile radius.

An employee's "worksite" is the site to which an employee reports to work or, if none, from which the employee's work is assigned.

You are entitled up to a total of 12 work weeks of leave during a 12-month period or 26 weeks in a single 12-month period in the event the leave is taken to care for a covered service member, on a per-covered-service member, per-injury basis. The 12-month period is measured backward from the date you use any FMLA leave, or in the case of leave to care for a covered service member, measured forward from the date the employee's leave to care for the covered service member began, unless otherwise required by applicable law. If you take military caregiver leave to care for more than one covered service member or to care for the same covered service member who has incurred a subsequent serious injury or illness, and if the single 12-month periods involved overlap with each other, you may take no more than 26 weeks of leave in each single 12-month period. If you do not take all of the 26 weeks of military caregiver leave during the applicable single 12-month period, the balance is forfeited, and no carry-over is permitted. During any single 12-month period, your total leave entitlement is limited to a combined total of 26 weeks for all qualifying reasons. All FMLA leave will run concurrently with other similar leaves mandated by state or local law, as permitted by applicable law, and all unused paid time off will be included as part of the 12 work week period provided by this policy. If you need more than 12 weeks leave due to your own serious health condition, you may request an extended medical leave at the conclusion of 12 weeks, which will be at the sole discretion of the Restaurant (reinstatement is not guaranteed).

It is unlawful to, and the Restaurant will not, interfere with, restrain or deny the exercise of any rights provided under the FMLA, or discharge or discriminate against any person for opposing any practice made unlawful

# LEAVE OF ABSENCES

by the FMLA, or for involvement in any proceeding under or relating to the FMLA. Employees who believe that their rights under the FMLA have been violated may file a complaint with the United States Department of Labor or bring a private lawsuit. This policy statement on The Family and Medical Leave Act of 1993 is intended to summarize the basic provisions of the FMLA. It is not intended to address all situations which may arise under the FMLA. Employees should address specific questions to the Restaurant.

Please contact your General Manager or Human Resources Manager if you would like further information pertaining to this Policy. At any time, this Policy is subject to change within the provisions of the Family and Medical Leave Act.

## FMLA NOTICE REQUIREMENTS

You must provide 30 days advance notice if you are requesting FMLA leave or, if the leave is unanticipated, as much advance notice as practicable. Failure to do so may result in denial of leave until proper notice is given. If you are on leave for your own serious health condition or that of a family member, you must notify the Restaurant every 30 days of the status of the condition and intent to return to work. You must notify your supervisor of your intent to return to work one (1) week prior to your return. In all cases, if you decide not to return to work, you must notify the Restaurant immediately.

***Intermittent or Reduced-Schedule leave to care for a family member or the employee's own serious health condition when medically necessary; to care for a covered service member; or in connection with a qualifying exigency as defined herein.***

You may take leave where medically necessary for your own or a covered family member's serious health condition, to care for a covered service member, or in connection with any qualifying exigency as defined herein on a consecutive basis or intermittently, or you may request to be placed on a reduced work week or reduced work days. In addition, employees may take intermittent or reduced-schedule leave with the Restaurant's approval for other qualifying reason.

Intermittent or reduced schedule FMLA leave may not be taken in increments of less than one (1) hour. Reduced schedule or intermittent leave time is calculated as a percentage of the employee's normal work week. Therefore, an employee who normally works 30 hours per week and takes 10 hours of FMLA leave in one (1) week, will have used one-third (1/3) of a work week of FMLA leave. For employees who work variable hours, the normal work week is determined by the average hours worked per week by the employee during the 12 weeks prior to the start of the employee's leave.

# LEAVE OF ABSENCES

## MILITARY LEAVE

A Team Member who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Services will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law.

### Military Training Duty

Eligible Team Members will be granted time off for military training and other related obligations. Team members on military leave may substitute their earned vacation (if applicable) in lieu of unpaid leave.

### Returning from Military Leave

Upon return from military leave, the Team Member is entitled to all benefits based on the years of service that the employee would have attained had he or she been continuously employed. Therefore, credit will be given for the time in the military plus years of employment served with BG, GIA MIA or LIVIA prior to military service. The returning veteran will be returned to his/her same or similar position, if all of the following provisions are sufficiently met:

- ┆ The total period of absences during employment by reason of service in the Armed Forces has not exceeded 5 years, unless an extension was necessary at government request, or the team member was hospitalized on his/her military discharge date;
- ┆ The veteran is still qualified to handle the duties of the job he/she previously held;
- ┆ BGHG's business circumstances have not changed to make reinstatement impossible or unreasonable. If return of the veteran to his / her previous position is not reasonable, the veteran will be returned to a job of similar pay and responsibility.
- ┆ Where the period of service was less than 31 days, the veteran reports to work within 2 days following reasonable return to his / her residence after completion of military service.
- ┆ Where the period of service was for more than 30 days, but less than 181 days, the veteran notifies BGHG that he / she is available to return to work within 14 days after completion of service.
- ┆ Where the period of service was from more than 180 days, the veteran notifies BGHG that he / she is available to return to work within 90 days after completion of military service.
- ┆ Veterans hospitalized at the time of military discharge must report or notify BGHG that he/she is available to return to work within the above time frames beginning on the date of their hospital release if the period of hospitalization is no longer than 2 years.

# LEAVE OF ABSENCES

Please contact your Manager for further information regarding BGH's Leave of Absence policy request form.

## RECORDING YOUR TIME

Accurate time keeping is required by law and is the basis for determining your total hours worked and your pay. You are personally responsible for the accuracy of your payroll records.

You are required to personally punch in and out on the computer, including breaks. Please check your time records daily, and prior to the end of each pay period. We know how important an accurate paycheck is to you. It is important to us, as well!

## OVERTIME

Only Team Members designated as "non-exempt" will be eligible to receive overtime pay. Overtime pay is paid in accordance with federal and state law at the rate of one and a half times the Team Member's regular hourly rate of pay for all overtime hours worked (except in locations where the state law requires double time pay rates for specific hours of overtime). Tips (gratuities) are not included in the exempt Team Member's regular rate of pay for purposes of calculating overtime pay. Team Member's Manager must approve all overtime hours in advance of performing the work. Tipped employees if minimum wage is not met, the employer will make up the difference.

## SCHEDULES & SCHEDULE REQUESTS

In order to write an effective schedule that works for the needs of our Guests and Team Members, you must submit during your orientation the Perfect Availability Sheet. This availability should match the information provided on your application.

\*\*\*Please understand that the "Perfect Schedule" does not mean your requests are guaranteed. Management will try to be as sensitive as possible to your needs and the needs of others when writing the schedule. \*\*\*

\*\*\*BHG Team Members are to make themselves available for all holidays such as Easter, Mother's Day, Father's Day, Christmas Eve, and New Year's Eve, etc. These types of days can be exceptionally busy, and we will need "all hands-on deck." Please plan to work them! \*\*\*

# EMPLOYEE CONDUCT AND DISCIPLINE

Schedules will be posted and written as follows:

**Back of House** - Schedules are written on a weekly basis through HotSchedules and posted on the employee information board located in the kitchen. If any BOH Team Member needs to discuss his/her schedule, contact the store Chef.

**Front of House** - The schedule will be written on a weekly basis through HotSchedules. Management will try to set schedule and will try to rotate your station each week, so you will always know in advance of what station you will be assigned to. The schedule may be posted at least 7 days prior to the first of each month. If any FOH Team Member needs to discuss his/her schedule, please contact the General Manager of that location.

## SCHEDULED SHIFTS

The success of BGH on delivering the ultimate experience for our guests, which always begins by appropriately staffing the restaurant. BGH reserves the right to extend or shorten previously scheduled shifts based upon the needs of the restaurant.

Once the schedule is posted, you "own" the shifts next to your name and are responsible for being in your assigned station at the assigned time ready to work as stated. This includes having all necessary items for your position for the shift, being in the correct uniform clean and pressed, and being mentally prepared to have a great shift for you and those around you.

If the schedule change possibly puts you or another Team Member into overtime, the Management has the right to refuse the requested change.

# EMPLOYEE CONDUCT AND DISCIPLINE

## SWITCHING & COVERING SHIFTS

BGH works on an honor system. If, for any reason, you are unable to work a scheduled shift, it is **YOUR** responsibility to arrange for a qualified replacement. Both you and your replacement must follow the procedures for switching shifts along with a Manager. The change is not considered valid until all the appropriate steps have been followed. Same day changes require you and your replacement to call a Manager, advising of the change. **You may only execute a schedule change through a Manager.** If you are unable to report for work for any reason, you must **inform a manager** at least four hours prior to the start of your scheduled shift. **ALWAYS CALL THE RESTAURANT!** Text messages and cell phones are only a convenience. **Any schedule changes must be noted on the schedule by a manager and approved by Management.**

## MINIMUM SHIFTS WORKED

A consistent and regular shift schedule will help to keep you current with the happenings in the restaurant, menu changes, and policy/practice changes. It is important that you keep up with information being given every day at the restaurant. If you are not in a pre-shift for whatever reason, it is your responsibility to find the MOD and get the information missed.

## PROGRESSIVE DISCIPLINE

We want all Team Members to excel and succeed at their jobs. However, when behavior is deemed unacceptable, we prefer to address it promptly and directly. The usual first step in the performance management process is verbal counseling with the Team Member to discuss the undesirable behavior and explain the expectations for positive Team Member improvement.

However, if problems persist, we may use a written disciplinary report, suspension, or even discharge if deemed appropriate to do so.

While circumstances vary, the typical counseling process may include:

1. Verbal counseling(s) (memorialized)
2. Written warning(s)
3. Final written warning, which may be in tandem with suspension
4. Discharge

# EMPLOYEE CONDUCT AND DISCIPLINE

## **Misconduct:**

The following behavior may lead to immediate discharge from employment

- Theft
- Harassment
- Sexual Harassment
- Falsifying or altering Company records, including employment application, time, reporting, log sheets, etc.
- Possessing dangerous weapons while performing Company duties.
- Job abandonment (no call now show)

We will always try to be fair in dealing with all Team Members. However, there may be circumstances when appropriate disciplinary action may be the only solution to certain problems. Any of the following actions will be grounds for disciplinary action up to and possibly including termination. This is not an all-inclusive list of behavior for which discipline or termination may result.

- Violation of House Rules or company rules/policies.
- Serving alcohol to a minor.
- Complaining or approaching a guest regarding a gratuity.
- Failure to perform assigned job duties.
- Unsatisfactory work performance/guest complaints. Mishandling company funds or falsifying company records.
- Misuse or unauthorized use of computer codes or programs.
- Failing to charge, overcharging or altering a charge voucher for food or beverage (*or merchandise when applicable*).
- Consuming/using, purchasing/selling alcohol or illegal drugs on the job.
- Coming to work under the influence of alcohol or illegal drugs.
- Making racial or discriminatory remarks or actions.
- General disruption of harmony or morale in the work environment.
- Engaging in harassment: physical, sexual, verbal, visual, or technological.
- Having a physical or verbal altercation with any team member or guest.
- Being consistently tardy to work.
- Leaving early without completing assigned duties.
- Working while off the clock/failure to punch in.
- Punching in/out or recording gratuity for another team member.
- Failure to report direct/indirect gratuity as required by law.
- An unexcused failure to report to work for an assigned shift/meeting.

# EMPLOYEE CONDUCT AND DISCIPLINE

- Failure to report back to work at the scheduled time from a leave of absence.
- Walking off/abandoning the job.
- Engaging in unsafe work practices relating to the health or safety of a Team Member, or a guest.
- Unauthorized possession/deliberate damage of company property or property belonging to a guest or team member. Failing to follow recipes and/or kitchen or bar procedures.
- Being rude or disrespectful to a Guest, Team Member, or Manager.
- Possession, storage, or transfer of weapons or explosives of any kind on company property.
- Stealing or dishonesty of any kind.
- Failure to comply with Search and Inspection Policy.
- Unauthorized use of companies' property, employees, or vendors information or practices
- Abusing Team Member discount policy.
- Receiving an excessive amount of verbal/written counsel sessions/warnings.
- Any other policy violation or action, which could potentially cause harm to BG Hospitality Group, GIA MIA Brands, LIVIA, our Team Members or our Guests.

BGH reserves the right to take any or all these steps to manage our Team Members' performances. The severity of the action taken rests in the discretion of BGH Management and may depend on the seriousness of the offense, length of service, and other factors and may range from verbal counseling to immediate discharge.

## ALCOHOL & DRUGS POLICY

The consumption of any form of alcohol or the use of any illegal drug or drug that causes the Team Member to not fully do their job during their shift is strictly prohibited. This would also include any prescriptions not prescribed for current personal treatment by an accredited physician. The consumption or use of any illegal drug by any employee prior to or after their shift is prohibited. Any Team Member engaging in such actions will be subject to immediate termination. The only time alcohol consumption will be allowed is during staff training. "Shift drinks" are not allowed.

## ALCOHOL BEVERAGE SERVICE & CONSUMPTION

The responsible service of alcohol is everyone's responsibility. It is our intention to be a prominent member of the community for a long time, so we take the responsible service of alcoholic beverages very seriously.

**We will not serve minors at any time. Anyone under the age of 21 cannot sit at or lean on the bar. We will card all guests who appear to look under the age of 40 years.**

# EMPLOYEE CONDUCT AND DISCIPLINE

If the Guest cannot provide a proper I.D. that displays their age, we cannot serve them alcohol. Period. We will not serve guests alcoholic beverages in excess or intentionally allow people to drink to the point of observable drunkenness or past legal limits of consumption.

Under most state tavern laws, it is the person doing the serving who gets fined and sometimes imprisoned for an intoxicated person's actions, not just the drinker. Many local municipalities have "scout" programs in place ensure there is no serving of minors.

## **Don't do it!!!**

Take your time when carding the guest, and always be certain of their age and their eligibility to drink. BGH will have an I.D. Checking guide at the bar stand or front host stand. Please ask a manager to verify every out of state license.

## **BG HOSPITALITY GROUP TEAM MEMBER ALCOHOL SERVICE AND CONSUMPTION RULES:**

- No one under the age of 21 may buy or consume alcohol at any locations at any time. **During times of training, you must be of age, not working a shift that day and have a ride home.**
- No hourly Team Member may sit at the bar at any time for any reason. All Team Members must be completely out of uniform prior to being served an alcoholic beverage and must order food with their alcoholic beverage.
- Last Call for Alcohol is determined by the local municipality code. Please familiarize yourself with the respective liquor license code in which you work.
- Team Members must be 19 years of age to serve alcohol directly to a guest. A team member of legal age however, must card any necessary guests for the team member who is under age.
- At no point may a minor consume alcohol in our establishment even if presented by an adult or parent.

**It is unlawful for any licensee to allow any person under the age of 21 years to pour or mix any alcoholic beverage on the premises.**

## **ALCOHOL AWARENESS CERTIFICATION & COMPLIANCE POLICY**

BGH requires Alcohol Awareness Certification for ALL employees who serve or dispense beverages containing alcohol to our Guests. Certification can be obtained by participating in a 4-hour on-line BASSET class. The cost will be at your expense, usually under \$15, and will be your certificate for five years. This is your certificate to keep, and just present us with a copy. Near the completion of the BGH in-house training

# EMPLOYEE CONDUCT AND DISCIPLINE

program, you will need to provide us with a **BASSET certificate** before your new position begins. If an employee does not do so; they will be unable to work until they are certified. Every newly hired employee will receive notification of this policy.

The web site is [www.360training.com](http://www.360training.com) (State of Illinois). It will be the Team Members responsibility to maintain current certification status. Management will monitor the certifications, and employees with expired certifications will not be allowed to work until new certification is achieved. This will need to be updated every three years.

If an issue arises, please follow up with the incident report found on your HR file drive.

## FOOD HANDLERS CERTIFICATION FOR THE STATE OF ILLINOIS

BGH Brands require that ALL Team Members to have a State of Illinois Food Handlers Certification that can be obtained by participating in a 2-hour on-line class. The cost will be at your expense, usually under \$15, and will be your certificate for five years. This is your certificate to keep, and just present us with a copy. Near the completion of the BGHG's in-house training program, you will need to provide us with a State of Illinois Food Handlers Certificate before your new position begins. If an employee does not do so, they will be unable to work until they are certified. Every newly hired employee will receive notification of this policy.

The web site is [www.360training.com](http://www.360training.com) (State of Illinois). It will be the Team Members responsibility to maintain current certification status. Management will monitor the certifications, and employees with expired certifications will not be allowed to work until new certification is achieved.

## ILLNESS COMMUNICATION

You must report the illness to the MOD if you have been told you have one of the following illnesses:

- E.coli 0157:H7 or shiga-toxin producing E.coli
- Salmonella typhi
- Salmonella spp.
- Shigella spp.
- Hepatitis A virus
- Norovirus
- Entamoeba histolytica
- Or any other illness that may be transmittable through food.

# EMPLOYEE CONDUCT AND DISCIPLINE

You must report to the MOD if you have an open, infected wound so precautions can be taken to prevent food contamination.

If you have a gastrointestinal illness\*, diarrhea or vomiting you should report it to the MOD. The MOD may exclude or restrict you to work your shift temporarily so not to put customers at risk of getting sick or from working.

MOD shall instruct you on the relationship between personal hygiene and food safety, including the association of hand contact, personal habits and behaviors, and food employee health to foodborne illnesses.

## TIP REPORTING & GUIDELINES

**It is your responsibility to properly report all your tips.** BGH provides a system in which to report direct and indirect tips received. Proper record keeping is essential in order to protect you and comply with all state and federal tax reporting regulations and requirements. This applies to all employees who receive tips. FOH hourly Team Members will participate in a tipping pool with their co-workers. The tipping pool is designed to help ensure that a gratuity left by a guest is fairly distributed to all employees who contributed to the service the guest received. Team members will contribute a designated percentage of their actual tips to the tip pool. All money from the tip pool will be distributed to the other employees in the chain of service based on the number of hours they worked, as is consistent with the restaurant industry.

Hosts, cooks, dishwashers, and front of house managers will not participate in the tipping pool, even if they provide direct service to the guest.

Tip outs will be calculated by the Toast computer system at the end of the shift review. No manager will handle loose cash. They may take the sealed envelope and place it in the safe until the proper employee chooses to "sign it out." This envelope will state who the employee is and to who the money goes to, the date and the amount in the envelope. Please see the General Manager of your location for more information on Tip Reporting Policy.

## SOCIAL MEDIA POLICY

BGH Brands view personal online journals, websites and logs positively, and it respects the right of coworkers to use them as a medium of self-expression. However, BGH has obligations to protect confidential or

# EMPLOYEE CONDUCT AND DISCIPLINE

proprietary information of its Team Members, guests, partners/investors, and vendors. In doing so, BGH must ensure that its Team Members exercise the highest degree of standards concerning data and information included in online journal, web logs and related online blogs. Social Media includes all forms of public, web-based communications, whether existing or created at a future date, including but not limited to the following:

- Social networking sites (Ex. Facebook, LinkedIn), Video and Photo sharing websites (i.e. Instagram, YouTube), Micro-blogging sites (Ex. Twitter), Blogs (Ex. personal, media-hosted blogs), Forums and discussion boards (Ex. Yahoo! Groups, Google groups), Collaborative publishing (Ex. Wikipedia)

If a Team Member is unsure about whether a platform or tool, he or she is using constitutes Social Media and is therefore covered by this policy, he/she will contact a member of the Management Team for clarification. Discipline and/or termination may result from any communication that violates this policy. These best practices will help you when participating in social media:

- Use a disclaimer if you publish a blog, post a comment, or share an image that has something to do with the work you do at BGH. Make it clear that what you say is representative of your views and opinions only not that of BGH.
- Be mindful of the world's longer memory. Everything you say is likely to be stored forever.
- If a Team Member chooses to blog anonymously, they are also responsible for complying with this policy. Team Members are encouraged to seek guidance from the Management Team if they have doubts.

## WORKPLACE VIOLENCE

BGH is concerned about the increased violence in society, which has also filtered into many workplaces throughout the United States. We have taken steps to help prevent incidents of violence from occurring at BGH Brands. **Therefore, we have adopted a zero-tolerance policy with respect to workplace violence.**

Accordingly, any acts or threats of violence by any BGH Team Member or former Team Member against any other Team Members, or Guest in or about the facilities or elsewhere at any time are expressly prohibited.

# EMPLOYEE CONDUCT AND DISCIPLINE

We also will not condone any acts or threats of violence against our employees, Guests, or visitors on our premises at any time or while they are engaged in business with or on behalf of BGH Brands.

In keeping with the spirit and intent of this policy, and to ensure our objectives in this regard are attained, BGH, are committed to the following:

- To prohibit employees, former employees, Guests, and visitors from bringing unauthorized firearms or other weapons onto BGH premises.
- To take prompt remedial action up to and including immediate termination, against any Team Member who engages in any threatening behavior or acts of violence, who uses any obscene, abusive, or threatening language or gestures, or who brings unauthorized firearms or weapons onto BGH premises.
- To take appropriate action when dealing with Guests, former Team Members, or visitors to BGH facilities who engage in behavior prohibited by this policy. Such action may include notifying the police or other law enforcement personnel and Staff prosecuting violators of this policy to the maximum extent of the law.

All Team Members are encouraged and expected to report to Managers any suspicious workplace activity, situations or incidents that they witness or aware of and that appear problematic. This includes, but is not limited to, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, displays of unauthorized firearms or weapons, and the like. Reports made pursuant to this policy will be held in confidence to the maximum possible extent. Any form of retaliation against any person for making a report under this policy is expressly prohibited.

## SEARCH AND INSPECTION

It is the policy of BGH, when deemed necessary by Management, for authorized persons to search and inspect both property and personal items, including vehicles, brought onto company property. Refusal to cooperate in a search, inspection, or investigation will result in a disciplinary action up to and including termination.

## CONFIDENTIAL INFORMATION

BGH Guest lists, pricing, finances, sales volume data, recipes, Team Member information, systems, policies and procedures, practices, plans or processes are proprietary and highly confidential. It is the obligation

# EMPLOYEE CONDUCT AND DISCIPLINE

and responsibility of each Team Member to keep such information confidential and to not disclose to persons not involved in BGH's business, unless authorized to do so by an officer of the Company. Please do not discuss any confidential information with any person outside of BGH. If a representative from the media questions you about BGH or any of its confidential information, including Guest's private information, Team

Members are to immediately refer those requests to the General Manager or Executive Chef.

Upon termination of employment for any reason, Team Members are required to immediately return to BGH copies of all documents, electronic or digital media in their possession, which contain proprietary and confidential information.

## CASH HANDLING

Being Accountable: If your job involves handling cash, you've been entrusted with an important responsibility. Accounting for the cash you handle is a big part of that responsibility. If a variance is recorded in the cash balance due (the amount stated on the POS report that is required to be turned in by you) in the amount of + or - \$2.00, this represents your inability to handle cash properly, and can or may lead to termination.

At the end of your shift, carefully follow established procedures for counting your cash, having your cash turn-in verified by the MOD, along with any Gift Certificates and discount vouchers. Accept only approved methods of payment from your Guests (e.g., no personal checks, no company checks.) If a Guest has a problem with payments refer him or her to a manager.

## COMPLIMENTARY FOOD & DRINK POLICY

No Team Member can "COMP" or give any food, beverage, merchandise away without permission from Management. Discounts will be granted on a case-by-case basis and at the discretion of the Manager or Executive Chef on duty.

Special Occasions – birthdays, anniversaries, and other occasions can be acknowledged with a complimentary dessert (may change seasonally). Please use the special "Birthday" button in the POS.

# EMPLOYEE CONDUCT AND DISCIPLINE

## CELL PHONES

Cell phones are to be kept out of view of our Guests and should not be used while on the floor or on the clock. There is no reason, unless discussed with a Manager, that anyone should be texting or talking on his or her phone during the shift. **We prefer that these devices not be seen or heard at any time in BGH location. If you need to have these devices on you, they must be kept on silent mode, and not visible.** We will ask anyone caught using a cell phone to turn it over to Management until after the shift. If the action continues, further disciplinary action will be taken at the discretion of Management. Please notify any family or significant persons in your life that they can call the restaurant in the case of an emergency— make sure they have the phone number of the restaurant. You may not take or make personal phone calls from the restaurant unless there's an emergency or you need to coordinate a ride home.

## SMOKING POLICY

BGH is a **smoke-free**, and **drug-free** environment for its Team Members and our guests. Smoking during your shift is always prohibited anywhere in the building or outside of the building. You may smoke on your break, but you may not return to work smelling of smoke.

## PARKING

Free parking. First come, first serve basis. Please pay attention to city street signs for parking limitations and restrictions. Certain parking restriction signs will go up during the year so be mindful of when they go up (i.e. festivals, etc).

## WARDROBE AND APPEARANCE STANDARDS

Because we are in the HOSPITALITY BUSINESS, we have set very high standards of appearance and behavior for all employees.

Our guests come here for a great dining experience. You and your appearance are a major factor in that outcome. Cleanliness is of the utmost importance - daily showers, fresh breath, and good use of deodorant is important. Hands and nails must always be clean, and free of chipped polish. Team Members must refrain from touching their hair and mouth while working. Gum chewing is not allowed.

Clothing must be clean, stain free and wrinkle free. No holes, frayed shirts or jeans, cropped tops or ripped seams will be tolerated. No undergarments are to be visible. Extreme styles of hair, jewelry, make up, or

# EMPLOYEE CONDUCT AND DISCIPLINE

clothing is not appropriate. All hair and jewelry styles must be conservative and in good taste. Visible body piercings, such as, tongue, eyebrow, nose, or lip piercings are not permitted. Male Team Members may not wear more than one stud earring. Hoop earrings are prohibited by Health Department standards.

Facial hair is permitted; however, mustaches, sideburns and beards must be well groomed and neatly trimmed. We do not allow an “unshaven” or five-o’clock shadow look. Hair must be pulled away from your face, in a ponytail if you have long hair and if you are in food preparation areas, a hat or hair net must always be worn.

If a Manager feels that your appearance is inappropriate, you may be sent home to change or taken off the schedule for that shift. Repeated occurrences of this nature may result in disciplinary action up to termination.

If you have any questions about proper attire, please reference the uniform posters located in the back of the restaurant or speak to a member of the management team.

# EMPLOYEE CONDUCT AND DISCIPLINE

## DISCLAIMER

BG Hospitality Group, GIA MIA Brands, Livia Italian Eatery Groups and reserve the right to unilaterally interpret, apply, modify and discontinue, at any time, with or without notice, any of the policy, benefits or rules set forth in this Team Guide. Changes in company policies and procedures may be posted or given verbally. We will do our best to communicate with you any changes that are made to our policies.

# DOWNERS GROVE ADDENDUM

## Hours of Operation

Monday through Thursday 8:00 a.m. to 1:00 a.m., the following day  
 Friday and Saturday 8:00 a.m. to 2:00 a.m., the following day  
 Sunday 9:00 a.m. to 1:00 a.m., the following day  
 New Years Eve 8:00 a.m. to 2:00 a.m., the following day  
 St. Patrick's Day 8:00 a.m. to 2:00 a.m., the following day  
 Thanksgiving Eve 8:00 a.m. to 2:00 a.m., the following day

Food will be served until closing time at all locations.  
 Alcohol will not be served to any Guests 30 minutes prior to closing and not allowed to consume alcohol later than an hour after the time of closing.  
 \* This goes for all patio and outside dining as well

## Compliance Testing

The Downers Grove Police Department periodically conducts test to ensure minors are not being served alcohol. An under the age of 21 agent will be sent in to attempt to purchase liquor. If a member of our team serves or sells alcohol to the minor an immediate administrative citation will be received. This will result in a public hearing with the employer and a finding of guilty in regard to the violation will result in fines, penalties and/or the suspension of the liquor license and possible mandatory certified training for all employees. The employee who sold or served the minor will be terminated for not following company policies.

- \*\$500 administrative citation to the individual involved in alcohol sales to a minor
- \*Up to \$1,000 to cover costs of a disciplinary hearing
- \*Up to \$15,000 in fines
- \*Suspension and/or revocation of liquor license

## DUI Notification Program

BG Hospitality Group will be notified in the event an individual arrested for a DUI names their establishment as where they have been drinking prior to the arrest. Any establishment receiving numerous notifications will be subject to a license renewal hearing where the establishment's liquor serving policies will be reviewed.

## Bottle Service

Bottle service advertising, offer for sale or sale of distilled spirits by the bottle is prohibited. The sale of pre-mixed carafes (not exceeding ounces) of no more than two distilled spirits mixed with a non-alcoholic beverage (ie margaritas) are allowed but must be delivered to two or more people. **Acceptable Forms of Identification. At no point will we accept any vertical licenses. Even if the ID states it is valid.**



# THIS IS YOUR COPY

## RECEIPT OF HANDBOOK

I have reviewed the materials including such items as the meal and break policies, the list of "taboo" actions, the policy against harassment or discrimination, and safety standards and procedures. I further understand that this Guide contains important information regarding BG Hospitality Group's general philosophies, guidelines, and procedures, as well as privileges and obligations of employees.

I further understand that I will be receiving training materials specific to my position and other reference material. It is my responsibility to read, or have read to me, these important materials. I am aware that BG Hospitality Group may amend, add, or rescind practices, procedures, and/or benefits described in this Guide at any time. I understand that my employment at BG Hospitality Group is voluntary and at-will, and that nothing contained in this Guide or the training materials provided to me shall be considered as a contract or guarantee of employment for any specific term. I have the right to terminate my employment at any time for any reason. Likewise, BG Hospitality Group has the right to terminate my employment at any time, for any reason.

I understand I will be exposed to and have access to materials, recipes, and other information that is proprietary or confidential in nature. Items like the Guide, training books and recipe books are the sole property of BG Hospitality Group intended for a Team Member's use only. I understand that I may not sell, share, photocopy, or distribute any of these materials to any individual, business, or corporation, either before, during, or after my employment.

I agree to abide by the standards, policies and procedures described in this Team Guide and as explained to me throughout my employment with BG Hospitality Group. Further, I understand that failure to adhere to the confidentiality agreement and other policies of BG Hospitality Group may lead to disciplinary action, discharge, and/or appropriate legal action to the fullest extent permitted bylaw.

Further, I have read and fully understand the policies on Discrimination, Harassment, and Hostile Environment, Workplace Violence, Search and Inspection, Personal Relationships & Fraternalization Policy, Drugs and Alcohol, Safety, Food Allergies, Paid Time Off, and Social Media.

# TEAM GUIDE RECEIPT

My signature below indicates that I have received a copy of BG Hospitality Group, LLC Team Guide, Downers Grove Addendum and other training materials relevant to my job at GIA MIA Brands and LIVIA Italian Eatery.

I have reviewed the materials including such items as the meal and break policies, the list of "taboo" actions, the policy against harassment or discrimination, and safety standards and procedures. I further understand that this Guide contains important information regarding BG Hospitality Group's general philosophies, guidelines, and procedures, as well as privileges and obligations of employees.

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Further, I have read and fully understand the policies on Discrimination, Harassment, and Hostile Environment, Workplace Violence, Search and Inspection, Personal Relationships & Fraternization Policy, Drugs and Alcohol, Safety, Food Allergies, Paid Time Off, and Social Media.

Team Member Name (print): \_\_\_\_\_

Team Member (sign): \_\_\_\_\_ Date Signed: \_\_\_\_\_

13 N THIRD STREET  
GENEVA, IL 60134  
P: 630.405.5544

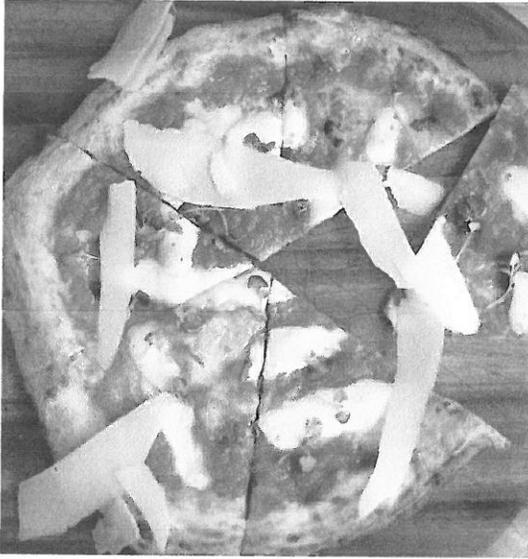


106 N HALE STREET  
WHEATON, IL 60187  
P: 630.480.2480

## GIA MIA ON THE ROAD

"NO ONE CATERS THE WESTERN CHICAGO SUBURBS LIKE WE DO..."

WEDDINGS | BABY SHOWERS | BIRTHDAYS | EMPLOYEE APPRECIATION | STORE OPENINGS | SCHOOL EVENTS  
CORPORATE EVENTS | CHARITY EVENTS | BEER GARDENS | GRADUATION PARTIES!



WHERE EVER WE GO, GUESTS CAN'T GET ENOUGH OF OUR PERFECTLY CHARRED, ARTISANAL WOOD-BURNING PIZZAS  
SMALL PLATES | GREENS + GRAINS | PASTA | RUSTIC DESSERTS...

### ABOUT US:

We are **GIA MIA ON THE ROAD...**

Mobile wood-fired catering...Our traveling oven allows us to make wood-fired cuisine where ever we park!

We specialize in catering all types of events from 50-300 guests. This allow us to bring our pizza to you! We arrive about two hours before the start of the event to warm up the oven. Once the oven is warmed up, the oven temperature is about 900 degrees and the pizzas cook in just 90 seconds! We hand stretch and top all of our pizzas on-site and cook them in our custom wood-fired oven.

We would love the opportunity to be a part of your next special event!

### EVENT DETAILS:

Our typical event is 2-3 hours depending on the number of guests.

In that time we will create hand made wood-fired cuisine fresh on site from our 900 degree oven. The standard setup is buffet style.

If you prefer a different setup just let us know we can accommodate most any request...

**WE BELIEVE OUR GUESTS SHOULD LEAVE AN EVENT WITH MORE THAN JUST A FULL STOMACH, SO WE CREATE A FULL EXPERIENCE...**

WWW.GIAMIAPIZZABAR.COM

**WE OFFER A VARIETY OF PIZZAS | PASTA | SMALL PLATES | SALADS  
TO GUARANTEE YOUR GUESTS A GREAT EXPERIENCE...**

*Event Pricing: 50 Guests Minimum | \$30 Per Guest | Plus Gratuity & Tax*

## Small Plates (CHOOSE 2 OPTIONS)

- BURRATA + ROASTED GRAPES** Toast | Charred Grapes | Wisconsin Burrata | Pesto | Evoo | Pistachios | Sea Salt
- WHITE BEAN HUMMUS** Garbonzo Bean | Tahini | Paprika | Lemon | Pine Nuts | Pizza Bread
- WILD MUSHROOM TOAST** Fontina | Wild Mushrooms | Caramelized Onion | Boursin | Truffle
- RICOTTA + HONEYCOMB** Whipped Ricotta | Evoo | Sea Salt | Toast | Wildflower Honeycomb
- TUSCAN SHRIMP** Blackened Shrimp | Roasted Peppers | Lemon | Vino | Polenta | Chives
- BURRATA + TOMATO TOAST** Creamy Mozzarella | Marinated Tomato | Pesto | Evoo | Basil | Balsamic
- MEATBALLS + POLENTA** Handcrafted Veal Meatballs | Roasted Tomato Sauce | Creamy Polenta | Basil
- CHARRED CAULIFLOWER** Roasted Cauliflower | Radicchio | Olives | Pine-Nut Crumbs | Honey | Parsley

## Wood-Fired Pizza

(CHOOSE 4 OPTIONS - INDIVIDUAL 7" PIZZAS - GLUTEN FREE AVAILABLE UPON REQUEST)

- MARGHERITA** Tomato Sauce | Mozzarella | Basil | Sea Salt
- PEPPERONI + BANANA PEPPERS** Tomato Sauce | Mozzarella | Basil | Oregano Garlic | Pepperoni | Roasted Peppers | Parmesan
- ARTICHOKE + PESTO** Basil Pesto | Garlic | Mozzarella | Roman | Artichokes | Peppers | Arugula | Balsamic
- BBQ PIE** Sweet BBQ Sauce | Roasted Chicken Thigh | Basil | Onion | Bacon | Provolone | Mozzarella | Cilantro
- HAMMAKER'S PIE** Tomato Sauce | Mozzarella | Mushroom | Pepperoni | Sausage | Oregano
- WILD MUSHROOM** Evoo | Garlic | Rosemary | Mozzarella | Basil | Oregano | Fontina | Wild Mushrooms | Red Onion
- THE LIVIA** Evoo | Garlic | Basil | Oregano | Mozzarella | Spicy Soppresata | Onion | Chilis

## Greens

(CHOOSE 2 OPTIONS)

- ITALIAN FARM** Leafy Greens | Soppresata | Onion | Peppers | Tomato | Roasted Cauliflower | Aged Provolone | Olives | Balsamic
- BEET + FARRO** Red Beets | Imported Farro | Balsamic | Pistachios | Spinach | Goat Cheese
- LITTLE GEM** Tomato | Roasted Onion | Bacon | Gorgonzola | Creamy Parmesan
- BABY KALE** Tuscan Kale | Bacon | Manchego | Sunflower Seeds | Radish | Lemon Vinaigrette



Business Luncheons | Corporate Events | Holiday Parties | Private Chef Services | Private Event Space  
 Mobile Brick Oven | Weddings & Rehearsal Dinners | Bridal & Baby Showers | School PTO Events  
 Church Gatherings | Graduations | Birthdays | Retirement Parties | Funeral Luncheons

## PARTY PANS

(SERVES 6 TO 8 GUESTS) Available for carryout and catering. These generous portions will make your event!

### Small Plates

ARTISAN MEAT BOARD Selection of Italian Meats   Prosciutto   Speck   Salami   Crostinis.....	72
ARTISAN CHEESE BOARD Chef's Choice of Assorted Locally Sourced Small Farm Cheeses   Crostinis.....	72
BURRATA + ROASTED GRAPES Toast   Charred Grapes   Wisconsin Burrata   Pesto   EVOO   Pistachios   Sea Salt.....	32
WILD MUSHROOM TOAST Fontina   Wild Mushrooms   Caramelized Onion   Boursin   Truffle (1 dozen toast).....	24
RICOTTA + HONEYCOMB Whipped Ricotta   EVOO   Sea Salt   Toast   Wildflower Honeycomb.....	28
TUSCAN SHRIMP Blackened Shrimp   Roasted Peppers   Lemon   Vino   Polenta   Chives (24 shrimp).....	55
MEATBALLS + POLENTA Handcrafted Veal Meatballs   Roasted Tomato Sauce   Creamy Polenta   Basil (1 dozen meatballs).....	36
CHARRED CAULIFLOWER Roasted Cauliflower   Radicchio   Olives   Pine-Nut Crumbs   Honey   Parsley.....	36

### Greens

ITALIAN FARM Leafy Greens   Soppressata   Onion   Peppers   Tomatoes   Roasted Cauliflower   Aged Provolone   Olives   Balsamic.....	28
BEET + FARRO Red Beets   Imported Farro   Balsamic   Pistachios   Spinach   Goat Cheese.....	32
LITTLE GEM Tomatoes   Roasted Onion   Bacon   Gorgonzola   Creamy Parmesan.....	28
BABY KALE Tuscan Kale   Bacon   Manchego   Sunflower Seeds   Radish   Lemon Vinaigrette.....	28
BLACKENED SALMON   SPINACH Organic Spinach   Quinoa   Tomatoes   Fennel   Creole Salmon   Herbes de Provence (8 salmon pieces).....	95
TUSCAN KALE + QUINOA SALAD Butternut Squash   Golden Raisin   Cranberry   Pumpkin Seeds   Manchego   Apple Cider Vinaigrette   Chicken.....	75
ROMANO CRUSTED CHICKEN SALAD Crispy Hand-Breaded Chicken   Greens   Tomatoes   Cucumber   Egg   Bacon   Gorgonzola Chives   Creamy Parmesan Dressing (8 chicken pieces).....	85

### Wood-Fired Pizza

(INDIVIDUAL 12" PIZZAS)

MARGHERITA Tomato Sauce   Mozzarella   Basil   Sea Salt.....	12
BBQ PIE Sweet BBQ Sauce   Roasted Chicken Thigh   Basil   Onion   Bacon   Provolone   Mozzarella   Cilantro.....	14
HAMMAKER'S PIE Tomato Sauce   Mozzarella   Mushroom   Pepperoni   Sausage   Oregano.....	14
THE LIVIA EVOO   Garlic   Basil   Oregano   Mozzarella   Spicy Soppressata   Onion   Chilis.....	14

### Pasta

EGGPLANT MILANESE Crisp Eggplant   Mozzarella   Roasted Tomato Sauce   Linguini Fini   Pesto   Parmigiano-Reggiano.....	60
CHICKEN PESTO   PENNE Chili Flakes   Shallots   Mushroom   Tomatoes   Basil Pesto   Asparagus   Pecorino.....	80
BOLOGNESE Imported Rigatoni   Classic Italian Meat Ragù   Grana Padano   Tomato Sauce.....	70
PACCHERI VODKA Giant Rigatoni   Italian Sausage   Garlic   Chili Flakes   Roasted Tomatoes   Crispy Prosciutto   Vodka Sauce.....	75
LASAGNA BOLOGNESE Fresh Pasta   Ricotta   Mozzarella   Italian Meat Sauce.....	75
SPAGHETTI & MEATBALLS Garlic   Shallot   Basil   Roasted Tomato Sauce   Handcrafted Veal Meatballs (16 meatballs).....	85

### Big Plates

ROASTED SALMON Pan Roasted   Herb Farro   Asparagus   Tomatoes   Squash   Lemon Broth (8 salmon pieces).....	95
CHICKEN MARSALA Wild Mushrooms   Caramelized Onion   Asparagus   Potato   Marsala Wine Sauce (8 chicken pieces).....	80
PAN-ROASTED CHICKEN THIGH Garlic   Thyme   Harvest Carrots   Brussels Sprouts   Lemon   Roasted Potatoes   Natural au Jus (8 chicken pieces).....	80

### Desserts

TIRAMISU Ladyfingers Soaked in Espresso   Cocoa   Mascarpone.....	(4 pieces) 24 (8 pieces) 48
RICOTTA CHEESECAKE Rich Creamy Cheesecake   House-Made Berry Sauce.....	(4 pieces) 24 (8 pieces) 48

ASK ABOUT OUR  MOBILE BRICK OVEN FOR YOUR EVENTS

Visit Us At Our Geneva, St. Charles or Wheaton Locations | [www.giamiapizzabar.com](http://www.giamiapizzabar.com) | email: [info@giamiapizzabar.com](mailto:info@giamiapizzabar.com)  
 Serving Utensils & Napkins Are Provided | Disposable Plates And Flatware Available Upon Request

Delivery available with a minimum order of \$300 with a 15% delivery fee. Service and set up available upon request, additional fee will apply.

Type of Event: **Bridal Shower**  
 Day & Date: **27-May-17**  
 Number of People: **30**  
 Time: **1:00**  
 Contact Name:  
 Phone:  
 Email:

**Menu**

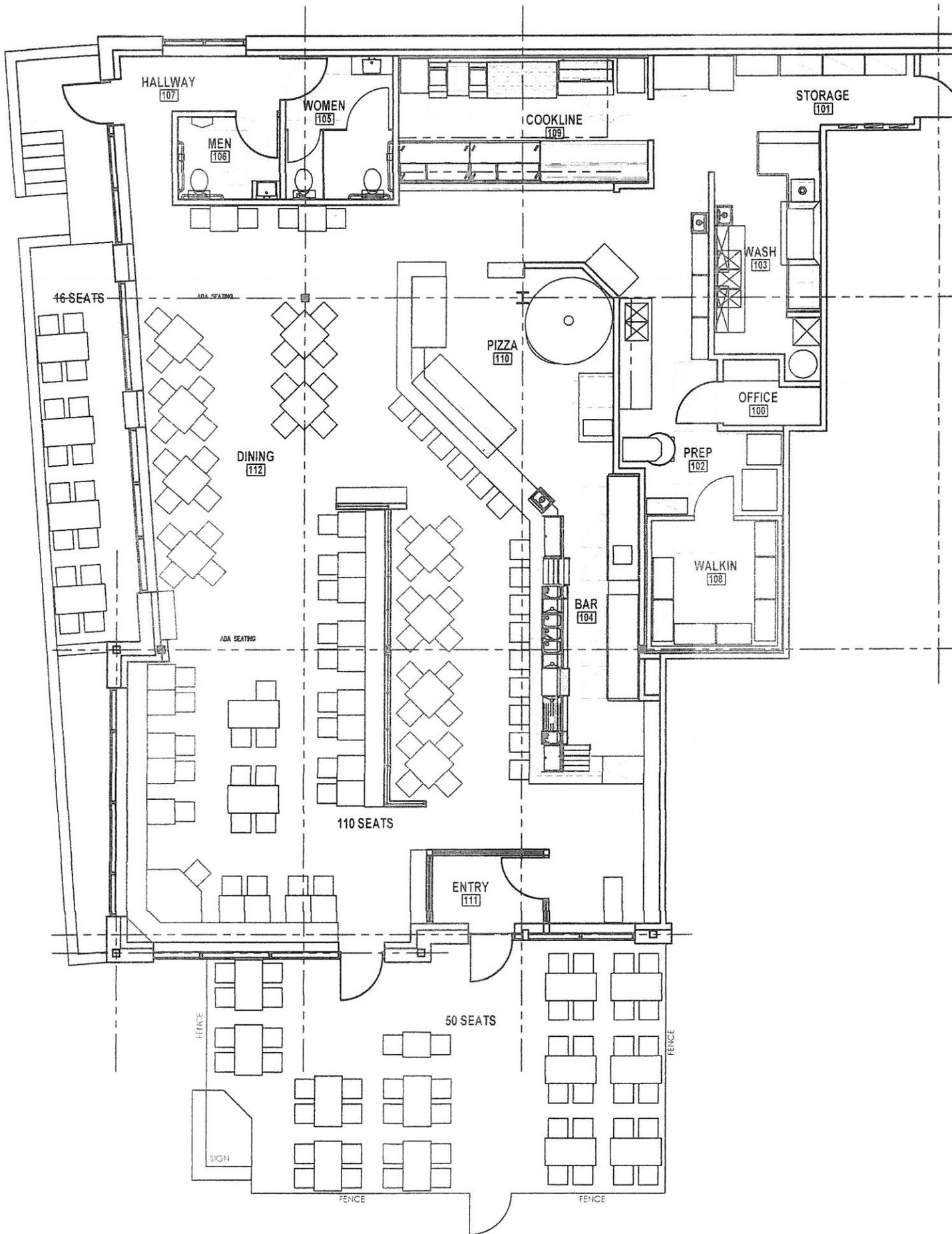
<u>Salad</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
Tuscan Kale /black kale/fennel/apples/sunflower seed/baby radish/lemon	1	\$ 100.00	\$ 100.00
Italian Farm /leafy greens/soppressata/onion/peppers/tomato/roasted cauliflower, aged provolone/ olives/ balsamic	1	\$ 100.00	\$ 100.00
Beet Farro /red beets/imported farro/balsamic/pistachios/spinach/goat cheese	1	\$ 100.00	\$ 100.00
			\$ -
			\$ -
			\$ -
			\$ -
<u>Pasta</u>			\$ -
Vodka Pasta/Italian sausage/ garlic/chili flake/roasted tomato/vodka sauce	1	\$ 150.00	\$ 150.00
Strozzapreti /chicken thigh/garlic/carmalized onion/tomato/garlic cream/spi /pancetta	1	\$ 150.00	\$ 150.00
			\$ -
<u>Pizza</u>	10	\$ 14.00	\$ 140.00
			\$ -
			\$ -
<u>KIDS</u>			\$ -
Mac & Cheese	6	\$ 6.00	\$ 36.00
Pizza	6	\$ 5.00	\$ 30.00
			\$ -
<b>Food &amp; Beverage Total</b>			<b>\$ 806.00</b>
Sales Tax		8.00%	\$ 64.48
Gratuity			\$ -
Deposit paid			
Estimated Total to be paid			<b>\$ 870.48</b>

Alcoholic Beverages :

Deposit:

table set up of:

Staffing:





VILLAGE OF DOWNERS GROVE  
REPORT FOR THE LIQUOR COMMISSION  
JULY 2, 2020 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Licensee: 1331 XINYI, Inc. D/B/A: Lao Sze Chuan Address: 1331 Ogden Avenue	Application for Class R-2 liquor license	Carol Kuchynka Liaison to the Liquor Commission

**REQUEST**

The applicant is requesting a Class R-2 liquor license for Lao Sze Chuan located at 1331 Ogden Avenue.

**NOTICE**

The request has been filed in conformance with applicable procedural and public hearing requirements.

**GENERAL INFORMATION**

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Officer(s): Jianxi Feng, President

Stockholder(s): Jianxi Feng, 100%

Manager: Jianxi Feng

Licensee: 1331 XINYI, Inc. d/b/a Lao Sze Chuan  
1331 Ogden Avenue  
Downers Grove, IL 60515

**PROPERTY INFORMATION**

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**EXISTING LAND USE:** Commercial  
**PROPERTY SIZE:** (3,000 square feet)

**ANALYSIS**

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Submittals

This report is based on the following documents, which are on file with the Legal Department:

1. Application for Liquor License
2. Lease
3. Menu
4. Liquor Handling Manual
5. Floor Plan

**Project Description**

The applicant is requesting a Class R-2 liquor license for the operation of a restaurant located at 1331 Ogden Avenue.

**Compliance with the liquor ordinance**

The establishment is defined as:

*Restaurant.* A place kept, used, maintained, advertised or held out to the public as a place with the service of food and drink, and where meals are regularly served, without sleeping accommodations, and where adequate provision is made for sanitary kitchen and dining room equipment and capacity and a sufficient number of employees to prepare and serve food for its customers. It being the intent of this paragraph that the primary business conducted on premises to be licensed as restaurants hereunder shall be the service of food and drink. Food service shall be available at all times liquor sales are being conducted. Menus shall be on the table, presented to each patron as they are seated or be posted in such a manner to be easily readable by the patrons of the restaurant. Provided, the kitchen may not cease operating prior to one hour before closing. Bar/lounge seating shall be no more than twenty percent (20%) of the total seating provided for patrons of the establishment.

**License conditions**

"R-2" Restaurant licenses shall authorize the retail sale of beer and wine for consumption on the licensed premises, where the primary business is that of a restaurant, as defined herein.

**Public Safety Requirements**

A Certificate of Occupancy is valid. Health Department approval is not required.

**Factors Affecting Finding or Recommendation**

Annual fee.

**Recommendation**

---

Based upon testimony presented at the July 2, 2020 application hearing, if said application is consistent with the Liquor Code and meets the criteria of the classification, staff requests the following:

A recommendation from the Commission concerning its finding of "qualified" or "not qualified" with regard to their Class R-2 liquor license application, along with any conditions and/or restrictions with respect to this applicant.



www.downers.us

June 18, 2020

**COMMUNITY RESPONSE  
CENTER**

630.434.CALL (2255)

Mr. Jianxi Feng  
1331 XINYI, Inc.  
1331 Ogden Avenue  
Downers Grove, IL 60515

**CIVIC CENTER**

801 Burlington Avenue

Downers Grove

Illinois 60515-4782

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

RE: *Application for Class R-2 Liquor License  
Lao Sze Chuan  
1331 Ogden Avenue, Downers Grove, IL 60515*

Dear Mr. Feng:

The Liquor Commission of the Village of Downers Grove will meet on Thursday, July 2, 2020, at 6:30 p.m. in the Village Hall Council Chambers to consider applications for liquor licenses. A public hearing will be held on your application as a part of this meeting.

**FIRE DEPARTMENT**

**ADMINISTRATION**

5420 Main Street

Downers Grove

Illinois 60515-4834

630.434.5980

FAX 630.434.5998

I encourage you to attend this public hearing at which time you will have an opportunity to comment in support of your application. In addition, the Liquor Commission will be particularly interested in examining your liquor handling manual and in hearing about your floor plan and training procedures as they relate to the sale of alcoholic beverages.

You may withdraw your application at any time prior to the public hearing.

If you have any questions, please contact me at (630) 434-5542.

**POLICE DEPARTMENT**

825 Burlington Avenue

Downers Grove

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

Very truly yours,  
  
Carol Kuchynka  
Liaison to the Liquor Commission

VILLAGE OF DOWNERS GROVE

**PUBLIC WORKS**

**DEPARTMENT**

5101 Walnut Avenue

Downers Grove

Illinois 60515-4046

630.434.5460

FAX 630.434.5495

cc: Veronica Wang

a\Lao Sze Chuan\app-hrg.nts



# VILLAGE OF DOWNERS GROVE, ILLINOIS APPLICATION FOR LIQUOR LICENSE

Date: 10/2/19

Application is hereby made to the Local Liquor Commissioner of the Village of Downers Grove for issuance of a Class R-2 liquor license, pursuant to the ordinances of the Village and laws of the State of Illinois. In support of said application the following is submitted:

## 1. GENERAL INFORMATION

### 1.1 Applicant:

Name: 1331 Xinyi Inc. Phone: 663-0303

Address: 1331 Ogden Ave Downers Grove IL 60515

### 1.2 Status:

- Individual(s) or Sole Proprietorship
- Corporation
- Limited Liability Corporation
- Partnership
- Club
- Other (explain) \_\_\_\_\_

### 1.3 Liquor Manager:

Name: JIANXI FENG Phone: [REDACTED]

Address: [REDACTED]

Driver's License No. [REDACTED] Social Sec. No. [REDACTED]

Date of Birth [REDACTED] Place of Birth [REDACTED]

## 2. PREMISES

Doing Business As LAO SEE CHUAN Phone: 630-263-0303

Address: 1331 Ogden Ave Downers Grove IL 60515

2.2 Does Applicant beneficially own the premises for which a license is sought?  Yes  No

- a. If yes, Applicant must attach proof of ownership. (i.e. title policy)
- b. If Applicant is not the beneficial owner of the premises, does Applicant have a lease thereon for the full period for which the license is to be issued?  Yes  No - If yes:
  - i. A copy of lease must be attached; and,
  - ii. Identify the owner or rental agent for the property:

Name: XIAOJUN HU Phone: \_\_\_\_\_

Address: 1211 S prairie Ave Apt 6101 Chicago IL 60605

2.3 Are the premises located within one hundred feet of any church, school, hospital, home for aged or indigent persons or for veterans, their spouses or children or any military or naval stations.  Yes  No

2.4 State the anticipated date of occupancy. 8/1/2018

### 3. CORPORATION

This section must be completed by authorized agent of any corporate Applicant. If Applicant is a partnership, skip section 3 and go to section 4. If Applicant is neither a corporation nor a partnership, skip sections 3 and 4 and go to section 5.

- 3.1 Applicant was incorporated under the laws of the State of Illinois on the 31 day of July, A.D., 2018.
- 3.2 If Applicant was not incorporated under the laws of the State of Illinois, is Applicant a foreign corporation qualified under the "Business Corporation Act of 1983" to transact business in the State of Illinois? Yes \_\_\_ No \_\_\_
- 3.3 **Registered Agent:**  
Name: JIANXI FENG Phone: 773-679-7274  
Address: 1331 Ogden Ave Downers Grove IL 60515-2719
- 3.4 Corporate Applicants must complete and attach DG LIQ-FORM 2/OFFICERS and DG LIQ-FORM 3/SHAREHOLDERS.

### 4. PARTNERSHIP/LIMITED LIABILITY CORPORATION

This section must be completed by authorized agent of any partnership or limited liability corporation Applicant. If Applicant is not a partnership or limited liability corporation, skip to Section 5.

- 4.1 Applicant was formed under the laws of the State of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_.
- 4.2 Is Applicant a limited partnership pursuant to the Illinois Revised Uniform Limited Partnership Act? Yes\_ No\_
- 4.3 If Applicant was not formed under the laws of the State of Illinois, is Applicant a foreign partnership qualified under the Illinois Uniform Partnership Act or the Illinois Uniform Limited Partnership Act, as now or hereafter amended, to transact business in the State of Illinois? Yes \_\_\_ No \_\_\_
- 4.4 Registered Agent: Not Applicable \_\_\_  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_
- 4.5 **General Partner:** Not Applicable \_\_\_ (Note: if there is more than one general partner, include that general partner who is to be primarily responsible for operation of the licensed premises.)  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_
- 4.6 **Managing Partner:** Not Applicable \_\_\_ (Note: if there is more than one managing partner, include that managing partner who is to be primarily responsible for operation of the licensed premises.)  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_
- 4.7 Partnership Applicants must complete and attach DG LIQ-FORM 3/SHAREHOLDERS and DG LIQ-FORM 4/PARTNERSHIP/LIMITED LIABILITY CORPORATION.

### 5. SOLE PROPRIETORSHIP *Skip to Section 6.*

*NOTE: Pursuant to 235 ILCS 5/6-2 (1) Sole proprietor must be resident of the Village in which the premises covered by the license is located. Pursuant to 235 ILCS 5/6-2 (3) Sole proprietor must be a citizen of the United States.*

**6. QUALIFICATIONS (This section to be completed by all applicants.)**

**6.1** Has any liquor license issued to the applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS, or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION ever been fined, revoked or suspended?

No  
 Yes

If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

- a. Jurisdiction revoking or suspending license: \_\_\_\_\_
- b. Date of revocation or suspension: \_\_\_\_\_
- c. Reason given by revoking jurisdiction for revocation or suspension: \_\_\_\_\_  
\_\_\_\_\_
- d. Additional explanatory information, if desired: \_\_\_\_\_  
\_\_\_\_\_

**6.2** Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, ever been convicted of violating any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, or forfeited their bond for failure to appear in court to answer charges for any such violation?

No  
 Yes

If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

- a. Jurisdiction revoking or suspending license: \_\_\_\_\_
- b. Date of revocation or suspension: \_\_\_\_\_
- c. Reason given by revoking jurisdiction for revocation or suspension: \_\_\_\_\_  
\_\_\_\_\_
- d. Additional explanatory information, if desired: \_\_\_\_\_  
\_\_\_\_\_

**6.3** Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, ever been convicted of a felony under Federal or State law?

No  
 Yes

If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

- a. Jurisdiction revoking or suspending license: \_\_\_\_\_
- b. Date of revocation or suspension: \_\_\_\_\_
- c. Reason given by revoking jurisdiction for revocation or suspension: \_\_\_\_\_  
\_\_\_\_\_
- d. Additional explanatory information, if desired: \_\_\_\_\_  
\_\_\_\_\_

6.4 Is Applicant the beneficial owner of the business to be operated?

Yes  No

6.5 Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, been convicted of a gambling offense in violation of Sections 28-1(a)(3) through (a)(10), or Section 28-3, of the Illinois Criminal Code (ILL. REV. STAT., ch. 38), as heretofore or hereafter amended.

No

Yes

If yes, identify the following: (Attach additional information as desired or as space limitations on this form require)

a. Jurisdiction revoking or suspending license: \_\_\_\_\_

b. Date of revocation or suspension: \_\_\_\_\_

c. Reason given by revoking jurisdiction for revocation or suspension: \_\_\_\_\_

d. Additional explanatory information, if desired: \_\_\_\_\_

6.6 Has Applicant, the liquor manager, or any person or entity listed on DG LIQ-FORM 2/OFFICERS, DG LIQ-FORM 3/SHAREHOLDERS or DG LIQ-FORM 4/ PARTNERSHIP/LIMITED LIABILITY CORPORATION, been issued a federal wagering stamp by the federal government for the current tax period?  Yes  No If yes, provide details:

6.7 Has a federal wagering stamp been issued by the federal government for the current tax period for the premises for which a license is sought?  Yes  No If yes, provide details:

6.8 Is applicant a citizen of the United States?

Yes  No  Not Applicable - Applicant is a corporation or partnership

6.9 Is applicant a resident of Downers Grove?

Yes  No  Not Applicable - Applicant is a corporation or partnership

7. SUBMITTALS

7.1 In addition to this application form the following are submitted as applicable:

- DG LIQ-FORM 1/Liquor Manager
- DG LIQ-FORM 2/Officers & Directors (for each Officer/Director, a Background Check Waiver form must be submitted)
- DG LIQ-FORM 3/Stockholders (for each Stockholder, a Background Check Waiver form must be submitted)
- DG LIQ-FORM 4/Partnership/Limited Liability Corporation (for each Partner, a Background Check Waiver form must be submitted)
- DG LIQ-FORM 5/Declaration
- DG LIQ-FORM 6/Outdoor Sales Application (If applicable)
- DG LIQ-FORM 7/Certifications
- Articles of Incorporation (If applicable)*
- Proof of ownership of premises (i.e. title report)*
- Lease-If premises not beneficially owned by Applicant (for the full period for which the license is to be issued)*
- Floor Plan, as required for any premises to be licensed for sale of alcoholic liquor for consumption on the premises, drawn to scale, and with sufficient detail to depict types of seating, location of bars and other design features.*
- Employee liquor handling training manual*
- Application fee*
- Certificate of Insurance*
- Menu (If applicable)*
- Reduced Menu -after regular menu hours (If applicable)*

7.2 Applicant understands and agrees that additional information and material may be required during the processing of this application related to applicant's qualifications, the information provided herein, including attachments, and the class of license involved. Applicant agrees to provide such additional information and material and that failure to do so may delay the processing of this application or result in its denial.

7.3 In the event Applicant is made aware that any information or document submitted as part of this application process is inaccurate or incomplete, Applicant agrees to immediately notify the Village and provide appropriate corrections. Applicant understands and agrees to provide such additional information and material, and that failure to do so may delay the processing of this application or result in its denial.

THE UNDERSIGNED, BEING DULY SWORN, DOES STATE AS FOLLOWS:

- A. THAT THE UNDERSIGNED IS EMPOWERED TO PREPARE AND SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT.
- B. THAT THE UNDERSIGNED HAS REVIEWED THIS APPLICATION, AND ALL ATTACHMENTS AND SUBMITTALS, AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE.

APPLICANT:

1331 XINGZI INC.  
Name of Corporation/Partnership/LLC/Sole Proprietorship

BY: JIANXI FENG  
Print Name  
[Signature]  
Sign Name

TITLE: President



Subscribed and sworn to before me this 03 day of October, 2019.

Sally Mei  
Notary Public



# VILLAGE OF DOWNERS GROVE, ILLINOIS LIQUOR MANAGER APPLICATION

1. Name of Liquor License Applicant/Holder: 1331 XINLI INC.  
 Doing Business As: LAD SEE CHUAN.  
 Address: 1331 Ogden Ave Downers Grove IL 60505  
 Phone: ( ) \_\_\_\_\_ Liquor License Number: \_\_\_\_\_

2. Manager: JIANXI PENGT Phone:   
 (First) (Middle) (Last)  
 Residence Address:   
 (Street Address) (City) (State) (Zip)

If less than one year, previous residence: \_\_\_\_\_

Citizenship: US. If naturalized, date/place of naturalization: \_\_\_\_\_

Date of Birth: Place of Birth:

Social Security # Driver's License # and State:

Number of hours per week of employment (35 minimum) 40.

3. **Liquor Handling Experience**  
*Name and address (city, state) of any other liquor establishment in which you have been employed, position held and dates of employment experience:*

HNT INC LAD SEE CHUAN CHINATOWN.  
2172 S Archer Ave Chicago IL 60616.  
 \_\_\_\_\_  
 \_\_\_\_\_

I certify I have never been convicted of a felony, misdemeanor or licensing ordinance violation.

SIGNATURE OF MANAGER Date 10/03/19

Return to: Liaison to the Liquor Commission  
 VILLAGE OF DOWNERS GROVE  
 801 Burlington Avenue  
 Downers Grove, IL 60515



VILLAGE OF DOWNERS GROVE, ILLINOIS
LIQUOR LICENSE APPLICATION
CORPORATE OFFICERS AND DIRECTORS

Applicant: 1331 XINYI INC.

The following is a listing of all officers and directors of the Applicant corporation: (Note: include the persons full name, address and corporate title; use additional pages if necessary)

Applicant: 1331 XINYI INC.
By: JIANXI FENG
Corporate Title: president
Date: 6/20/19

Name: JIANXI FENG
Address: [Redacted]
Social Sec. # [Redacted] Driver's License # [Redacted] Date of Birth: [Redacted]
Corporate Title: president

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

HNT INC. 2172 S Archer Ave Chicago IL 60616.
City of Chicago, 1873447, issued on 6/15/2016, Expired on 6/15/2020 (Attach completed Background Check Waiver)

Name:
Address:
Social Sec. # Driver's License # Date of Birth:
Corporate Title:

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

(Attach completed Background Check Waiver)

Name:
Address:
Social Sec. # Driver's License # Date of Birth:
Corporate Title:

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

(Attach completed Background Check Waiver)



VILLAGE OF DOWNERS GROVE, ILLINOIS  
LIQUOR LICENSE APPLICATION  
CORPORATE STOCKHOLDER

Applicant: 1331 XINXI INC.

The following is a listing of all shareholders owning in the aggregate more than five (5%) of the outstanding shares of any class of capital stock of the Applicant Corporation as of the date of application. This listing also identifies any shareholders owning twenty percent (20%) or more of the outstanding shares of any class of capital stock of the Applicant Corporation. (use additional pages if necessary)

Applicant: 1331 XINXI INC.

By: JIANXI FENLY

Corporate Title: president

Date: 6/20/19

Name: JIANXI FENLY

Address: [REDACTED]

Social Sec. # [REDACTED] Driver's License # [REDACTED] Date of Birth: [REDACTED] SB

Percent of Stock Ownership: 100%

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

HNT INC, 2172 S Archer Ave Chicago IL 60616  
City of Chicago 1873447, [Issued on 6/15/2016 Expired 06/15/2020] (Attach completed Background Check Waiver)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Sec. # \_\_\_\_\_ Driver's License # \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percent of Stock Ownership: \_\_\_\_\_

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

\_\_\_\_\_  
\_\_\_\_\_  
(Attach completed Background Check Waiver)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Sec. # \_\_\_\_\_ Driver's License # \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percent of Stock Ownership: \_\_\_\_\_

Name and address of any other liquor establishment in which you have held an ownership interest or have operated. Please include the name of the entity issuing the liquor license for the establishment, the liquor license number, the date the license was issued and its date of expiration.

\_\_\_\_\_  
\_\_\_\_\_  
(Attach completed Background Check Waiver)



# VILLAGE OF DOWNERS GROVE, ILLINOIS BUSINESS ACTIVITY DECLARATION

1. Name of Liquor License Applicant/Holder: 1331 XINYI INC.

Doing Business As: LAO SZE CHUAN

Address: 1331 Ogden Ave Downers Grove IL 60515

Phone: 630-663-0303

License Class: R-2

2. Main or Principal Business to be conducted by the Applicant on the premises stated above:

Chinese food.

wherein the following of the business is devoted to the sale/service of:

97 (%) Food

2 (%) Alcohol

1 (%) Non-alcoholic beverages

0 (%) Other - List:

### THE UNDERSIGNED, BEING DULY SWORN, DOES STATE AS FOLLOWS:

- A. THAT THE UNDERSIGNED IS EMPOWERED TO PREPARE AND SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT.
- B. THAT THE UNDERSIGNED HAS REVIEWED THIS DECLARATION AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE.

APPLICANT:

1331 XINYI INC.  
Name of Corporation/Partnership/LLC/Sole Proprietorship

BY: [Signature]

NAME: JIANXI FENG

TITLE: President



Subscribed and sworn to before me this 03 day of October, 2019.

Sally Mei  
Notary Public



### VILLAGE OF DOWNERS GROVE, ILLINOIS CERTIFIED EMPLOYEE DECLARATION

I, JIANXI FENG, DO HEREBY CERTIFY THAT I am the  
Print Name

President of 1331 XINZI Inc. and I DO  
Corporate title/Position Corporation

HEREBY FURTHER CERTIFY THAT the attached document is a true, correct and complete  
list of current employees who serve, sell or distribute alcoholic liquor of LAD SZE CHUAN  
d/b/a

located at 1331 Daden Ave, Downers Grove, Illinois.  
Business Address

I DO HEREBY FURTHER CERTIFY THAT the attached copies of training certificates are true,  
correct and valid copies of the training certifications for each of the employees.

Date: 10/3/2019

[Signature]  
Signature

Subscribed and sworn to before me this 03 day of October, 2019.

Sally Mei  
Notary Public



Attachments:  
*Employee list*  
*Certifications*

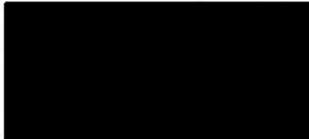
# CERTIFICATE OF COMPLETION

No: 24024:21520545

THIS CERTIFIES THE FOLLOWING PERSON HAS COMPLETED THE ILLINOIS BASSET CERTIFICATION COURSE – ONLINE COURSE

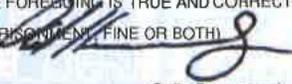
www.SellerServer.com  
4201 FM 1960 WEST, STE 100  
HOUSTON, TX 77068  
(866) 378-1587

Date Of Birth: 10/20/1986  
Completion Date: 07/19/2019



THIS COURSE MEETS ALL REQUIRMENTS FOR STATUTES 125.04, 125.17, AND 134.66.

I CERTIFY UNDER PENALTY OF PERJURY THAT, TO THE BEST OF MY KNOWLEDGE, THE FOREGOING IS TRUE AND CORRECT. (PERJURY IS PUNISHABLE BY IMPRISONMENT, FINE OR BOTH)

By   
(Authorised Signature of SellerServer.com)

Only original certificates are accepted by regulatory agencies

**OFFICIAL COPY**

Dear JIANXI FENG,

You have successfully completed the SellerServer.com training course.

Course Description: Illinois BASSET Certification Course – Online Course

Here is some important data for your records

Date Of Birth: 10/20/1986  
Completion Date: 07/19/2019



www.SellerServer.com  
4201 FM 1960 WEST, STE 100  
HOUSTON, TX 77068  
(866) 378-1587

**STUDENT COPY**

# Certificate of Completion



ZHIGANG YAO

---

Has diligently and with merit completed the  
On-Premise BASSET Alcohol Certification on 1/14/2019  
from the American Safety Council.

Jeff Pairan

# COMMERCIAL LEASE

## ARTICLE I BASIC LEASE PROVISIONS ENUMERATION OF EXHIBITS

### SECTION 1.01. Basic Lease Provisions.

- (A) DATE: August 1, 2018 ✓
- (B) LANDLORD/LESSOR: Xiao Jun Hu
- (C) ADDRESS OF LANDLORD: 1211 S. Prairie Ave, Unit 6101, Chicago, IL 60605
- (E) NAME AND ADDRESS OF TENANT: 1331 XINYI INC. ✓  
Address is [REDACTED]
- (F) PERMITTED USE (Section 2.07): Restaurant and liquor ✓
- (G) TENANT'S TRADE NAME (Section 16.10):
- (H) RETAIL/OFFICE CENTER (Section 2.01): That certain mixed use Building (hereinafter the "Property"), situated in the City of Downers Grove, County of DuPage, State of Illinois, with a common street address of 1331 W. Ogden, Downers Grove, Illinois 60515.
- (I) PREMISES (Section 2.01): That portion of the Property commonly known as 1331 W. Ogden, Downers Grove, Illinois 60515 ("hereinafter the Commercial Space").
- (J) COMMON AREA:
- (K) COMMENCEMENT DATE: August 1, 2018
- (L) LEASE YEAR: The first "Lease Year" shall begin on the Commencement Date and shall terminate on July 31, 2023 (Termination Date). ✓
- (M) LEASE TERM (Section 2.05): The Lease Term shall commence on the Commencement Date and continue for sixty (60) consecutive months following the Commencement Date, ending on midnight of the last day of the sixtieth (60th) consecutive month (the "Termination Date").
- Tenant shall have one option term of 5 years after expiration of the initial lease term, and another option term of 10 years provided that tenant is not in default and gives landlord 180 days of prior written notice of its exercise of the option.
- (N) OPTION TO EXTEND: Tenant shall have one option term of 5 years after expiration of the initial lease term, and another option term of 10 years after the expiration of the first

When the Commencement Date and Termination Date of the Lease Term have been determined, Landlord and Tenant shall execute and deliver a written statement specifying therein the Commencement Date and Termination Date of the Lease Term.

#### SECTION 2.06. Excuse of Landlord's Performance.

Anything in this Lease to the contrary notwithstanding, providing such cause is not due to the willful act or gross neglect of the Landlord, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war, invasion, rebellion, hostilities, governmental regulations or controls, inability to obtain any material, service or financing, through Act of God or other cause beyond the control of Landlord.

#### SECTION 2.07. Permitted Use. ✓

Tenant may use and operate the Premises in accordance with the Permitted Use only. Tenant shall not do or permit anything to be done in or about the Premises, nor bring or keep anything therein which is not within the permitted use of the Premises, which will in any way increase the existing rate of or affect any fire or other insurance upon the Commercial Building, or any part thereof or any of its contents, or cause a cancellation of any insurance policy covering said Commercial Building or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Commercial Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose; nor shall Tenant cause, maintain or permit any nuisance in, or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises.

Tenant agrees to conduct its business at all times in a manner consistent with reputable business standards and practices in good faith and in such manner that Landlord will at all times receive the maximum amount of rental from the operation of its business on the Premises.

Tenant acknowledges that the Premises is a commercial unit owned by Landlord, and therefore Tenant's use and occupancy of the Premises is subject at all times to the terms and provisions, covenants and restrictions, of the Reciprocal Easement Agreement covering the Building of which the premises forms a part, in addition to the applicable rules, regulations, and Bylaws of the Commercial Building, copies of which have been provided to Tenant, and which may, from time to time be amended. The failure of Tenant to perform any of the duties and obligations applicable to Tenant under such Declaration, rules, regulations, and Bylaws, shall constitute a default under this lease.

### ARTICLE III

#### RENT

#### SECTION 3.01 Minimum Rent.

During the entire Lease Term, as the same may be extended, pursuant hereto, Tenant covenants and agrees to pay to Landlord, without any prior demand, deduction or setoff

老四川 (大芝加哥中心)  
NO. 1 CHINESE RESTAURANT IN THE U.S. - THE DAILY MEAL 2015

### The Legend of Lao Sze Chuan:

Tony (Xiao Jun Hu),  
celebrity chef, restaurateur,  
and community leader

- "No. 1 Chinese Restaurant in the U.S." - The Daily Meal 2015
- "Multiple Big Government List" 2010-2014
- "The Best Chinese Restaurant in the U.S." - Travel & Leisure 2013
- "No. 1 Place to Go Restaurant in Chicago" - Chicago Chicago
- "Ambassador of Authentic Chinese Cuisine" - Chinese Travel Restaurant Association
- "Premier International Restaurant for Chinese Cuisine" - World Association of Chinese Culinary
- "One of the Best" - Chicago Tribune by Monroe, Eng. 10/09
- "The best authentic Chinese food" - Zagat Survey
- "Top 100 spots for spicy food. Lao Sze Chuan is about as good as Chinese food gets in this part of the world" - The Wall Street Journal, Food & Drink
- "Such a wonderful restaurant in the U.S.A. Our wife & I are still, husband & wife have a limited different taste" - World Journal
- "Probably the most interesting hotel in Chicago, they do a super job as all eat/drink" - Chicago Reader
- "Probably the best Chinese food in the country just like our hometown food. But even better" - Chris Lee 1/10/11
- "This is the best Chinese food in the country just like our hometown food. But even better" - Chinese Star News
- "This is the best spot for Sichuan cuisine in town" - Time Out Chicago
- "The closest to Chinese home cooking the best authentic Chinese food. The best restaurant and the best dining in Chicago" - Chicago Magazine
- "Nancy Pelosi"
- "Recommended by ABC's 'Slave Dynasty'"
- "Featured by the authentic Chinese Centre"
- "China Travel Channel"
- "Ranked by 10 Chinese restaurants in the U.S."
- "Chinese Restaurant News"
- "Best Chinese Restaurant in 2015" - The Sunlight
- "Neighborhood Inn" - Chicago Tribune 2012
- "One of the 100 most powerful Chicagoans" - Chicago Magazine Award 2012, 2013
- "Lifetime Achievement" - Time Out Chicago 2012



lao sze chuan  
est. 1998

630-663-0303  
1331 W. Ogden Ave.,  
Downers Grove, IL 60515

Mon. - Fri.: 11:00am-9:30pm  
Sat. - Sun.: 11:30am-9:30pm

芝加哥 (市中心)  
地址: 520 N. Michigan Ave., Chicago, IL 60611  
電話: 312-595-0888

芝加哥 (中國城)  
地址: 2172 S. China Pl., Chicago, IL 60616  
電話: 312-326-5140

芝加哥 (北漢姆)  
地址: 4832 N. Broadway Ave., Chicago IL 60640

芝加哥 (西北大學)  
地址: 1633 Orrington, Evanston, IL 60201  
電話: 847-868-8889

芝加哥 (北郊)  
地址: 9434 Skokie Blvd., Skokie, IL 60077  
電話: 847-577-4262

明尼蘇達  
地址: 304 SE Oak St., MN 55455  
電話: 612-886-3966

波士頓 (康科德)  
地址: 1585 Boston Post Rd., Milford, CT 06460  
電話: 203-783-0558

芝加哥 (伊利諾)  
地址: 608 E. University Ave., Champaign, IL 61820  
電話: 217-979-9884

歡迎各大城市加盟  
加盟電話: 1-312-405-3155 (短信即可)  
e-mail: ms@mls@laozszechuanusa.com



**BEEF | 牛类**

- 601 Braised Beef in Spicy Sichuan Sauce 14.95
- 602 Orange Beef Tenderloin 14.95
- 603 Mongolian Beef Tenderloin 12.95
- 604 Beef w/ Mixed Vegetables 12.95
- 605 Szechuan Beef 12.95
- 606 Beef w/ American Broccoli 12.95
- 607 Moo Shu Beef (4 persons) 12.95
- 608 Beef w/ Fun Chuan Powder 14.95
- 609 General Tso's Beef 12.95
- 610 Szechuan Beef 14.95
- 611 Human Beef 12.95
- 612 Stuffed Beef 12.95
- 613 Fatty Beef w. Enoki 16.95
- 614 Stir-Fried Fatty Beef 16.95
- 615 Stir-Fried Beef w. Fresh Chili 16.95
- 616 Beef w. Edamame 16.95
- 617 Beef Brisket w. Parsley 14.95
- 618 Beef Brisket w. Tomato 14.95
- 619 Stir-Fried Beef w. Bitter Melon 13.95
- 620 Stir-Fried Beef Tripe 12.95
- 621 Egg Foo Yung Beef 14.95
- 622 Beef Chop Sui 12.95

**LAMB | 羊类**

- 623 Lamb w/ Pine Quin Powder 14.95
- 624 Mongolian Lamb 14.95
- 625 Stir-Fried Lamb in Asian Style 16.95
- 626 Beef w/ Asparagus 15.95
- 627 Fish Fillet w. Lamb in Pot 15.95
- 628 Lamb Neck w. Corn & Veg 15.95
- 629 Lamb in Hot Pot w. Medlar 16.95

**CHICKEN & DUCK | 鸡鸭类**

- 630 Chef's Special Dry Chili Chicken 12.95
- 631 Sweet & Sour Chicken 12.95
- 632 Cashew Nut Chicken 12.95
- 633 Chicken w/ American Broccoli 12.95
- 634 Chicken w/ Mixed Vegetables 12.95
- 635 Curry Chicken 12.95
- 636 Hunan Chicken 12.95
- 637 Almond Chicken 12.95
- 638 Peckle Chili Chicken 12.95
- 639 General Tso's Chicken 12.95
- 640 Orange Chicken 12.95
- 641 Szechuan Chicken 12.95
- 642 Tany's Chicken w/ Three Chili 12.95
- 643 King Poo Chicken 12.95
- 644 Moo Shu Chicken (4 persons) 12.95
- 645 Chengde Kung Poo Chicken 12.95
- 646 Fu Yung Chicken 12.95
- 647 Crispy Duck 15.95
- 648 Smoked Tea Duck 15.95
- 649 Chuan Chop Sui 12.95
- 650 Peking Duck (1.15kg) 32.95
- 651 Peking Duck (2.15kg) 36.95
- 652 Peking Duck (3.15kg) 39.95

**VEGETABLES | 素菜类**

- 700 Popoed Lamb 13.95
- 701 Choice of Fresh Garlic Chili Stir-Fried | Scallion 12.95
- 702 Spinach 12.95
- 703 Choice of Fresh Garlic | Chili Stir-Fried | Scallion 10.95
- 704 Choice of Fresh Garlic | Chili Stir-Fried | Scallion 10.95
- 705 Choice of Fresh Garlic | Chili Stir-Fried | Scallion 10.95
- 706 Choice of Fresh Garlic | Chili Stir-Fried | Scallion 10.95
- 707 Choice of Spicy & Sour | Liliangyan Pepper 11.95
- 708 Choice of Szechuan Style | Hunan Style | Shredded 11.95
- 709 Tong Cai 12.95
- 710 Choice of Fresh Garlic | Chili Stir-Fried | Scallion 12.95
- 711 Chinese Broccoli 12.95
- 712 Choice of Fresh Garlic | Chili Stir-Fried | Scallion | Oyster Sauce 12.95
- 713 Stir-Fried Egg w. Tomato 12.95
- 714 Stir-Fried Egg w. Tomato 12.95
- 715 Pickle Green Bean w. Tofu Skin 12.95
- 716 Stir-Fried Egg w. Cucumber & Er Mushrooms 12.95
- 717 Stir-Fried Dry Hot Stir-Fry 12.95
- 718 Stir-Fried Dry Hot Stir-Fry 12.95

**TOFU | 豆腐类**

- 801 Mayo Tofu 10.95
- 802 Tofu Home Style 10.95
- 803 Hong Sun Tofu 10.95
- 804 Kung Poo Tofu 10.95
- 805 Tofu w/ Mixed Vegetables 11.95
- 806 Salted Egg Paste Tofu 11.95
- 807 Mushroom Tofu 11.95

**NOODLE & SNACK | 面类 & 小食**

- 901 Szechuan Dan Dan Noodle 7.95
- 902 Sichuan Noodle 6.95
- 903 Szechuan Cold Noodle 6.95
- 904 Szechuan Cold Noodle 6.95
- 905 Szechuan Cold Noodle 6.95
- 906 Spicy & Sour Crystal Noodle 7.95
- 907 Crystal Noodle w/ Pork 7.95
- 908 Beef Braised Noodle Szechuan Style 8.95
- 909 Szechuan Noodle 8.95
- 910 Szechuan Dan Dan Noodle Soup 7.95
- 911 Chengde Dumpling (6) 6.95
- 912 Szechuan Wonton (6) 6.95
- 913 Wonton in Chicken Soup (10) 6.95
- 914 Meat Dumpling (6) 6.95
- 915 Scallion Pan Fried Cakes 6.95

◆ Indicates Hot & Spicy. All dishes can be modified to non-spicy, mild, medium, or extra spicy.  
◆ Indicates Vegetarian ☺ Chef's Choice

**CUSTOMER TOP 20 PICKS | 客户精选**

**icy Options | 辣**

S01	Chef's Special Dry Chili Chicken	香辣仔鸡	12.95
S02	Mapo Tofu	麻辣豆腐	10.95
S03	Boiled Beef in Spicy Szechuan Sauce	水煮牛肉	14.95
S04	Twice Cooked Pork (Fat)	四川回锅肉	12.95
S05	Orange Beef Tenderloin	橙皮牛肉	12.95
S06	Sole Fish Fillet Chili Bean Sauce	豆瓣鱼片	14.95
S07	Sole Fish Fillet w/Mapo Tofu Flavor	麻辣豆腐鱼片	15.95
S08	Lamb w/Pure Camlin	孜然羊肉	14.95
S09	Pork in Garlic Sauce	鱼香肉丝	12.95
S10	Tony's Chicken w/Three Chiles	三椒鸡丁	12.95
S11	Chairman Mao Hong Sue Pork (Fat)	毛氏红烧肉	12.95

**n-Spicy Options | 不辣**

S12	Szechuan String Bean	干煸四季豆	10.95
S13	Fresh Garlic Peapod Leaves	蒜炒大豆苗	12.95
S14	Mongolian Beef Tenderloin	蒙古牛肉	12.95
S15	Garlic Spinach	蒜味菠菜	12.95
S16	Crispy Shrimp w/Lemon Sauce	柠檬脆皮虾	16.95
S17	Seafood Platter	海鲜大拼	18.95
S18	Sliced Pork, Dry Bean Curd w/Chives	香干肉丝	12.95
S19	Sole Fish Fillet Black Bean Sauce	豆瓣鱼片	14.95

**SZECHUAN BOILED SERIES |**

**四川经典系列**

H01	Szechuan Boiled Fish	水煮鱼片	15.95
H01	Szechuan Boiled Beef	水煮牛	14.95
H01	Szechuan Boiled Pork	水煮肉片	14.95
H01	Szechuan Boiled Lamb	水煮羊肉	15.95
H01	Szechuan Boiled Fatty Beef	水煮肥牛	14.95
H01	Szechuan Boiled (pick two 选两种)	水煮两样	16.95

Choice of: Fish, Pork, Lamb, Fatty Beef, Beef, 鱼, 肉片, 羊, 肥牛, 牛

**ITALIA SPICY DRY POT SERIES |**

**麻辣干锅系列**

Chicken (w. Bone)	鸡	14.95
Beef Tendon	牛筋	16.95
Squid	鱿鱼	16.95
Pork Intestine	肥肠	14.95

**GREEN PEPPER CORN SERIES |**

**花椒系列**

Fatty Beef	肥牛	16.95
Fish Fillet	鱼片	16.95

**COLD APPETIZER | 冷盘**

101	Sliced Beef & Maw Szechuan Style	夫妻肺片	7.95
102	Sliced Tender Pork w/Garlic Sauce (Fat)	蒜泥白肉	7.95
103	Green Bean Jelly Szechuan Style	四川凉粉	6.95
104	Never Forget Chicken	口水鸡	8.95
105	Jiao Ma Chicken	椒麻鸡	8.95
106	House Special Spicy Jerky	麻辣牛肉干	8.95
107	Five Powder Beef	五香牛腱	7.95
108	Spicy Beef Tendons	麻辣牛腱	7.95
109	Pickled Chili w. Ear Mushroom	山城木耳	7.95
110	Chicken Feet with Sour Pickle Chili	什锦鸡爪	8.95
111	House Special Spicy Kidneys	麻辣腰花	8.95
112	Sliced Cucumber w/ Special Sauce	炆黄瓜條	7.95

**HOT APPETIZER | 热盘**

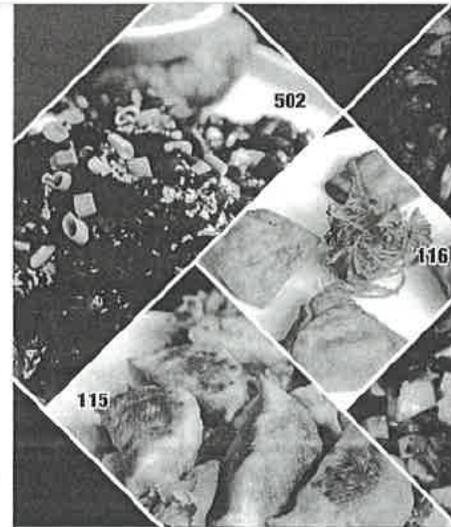
113	Shanghai Spring Roll (2) (veg)	上海春卷	2.95
114	Pork Egg Roll (2)	猪肉春卷	2.95
115	Pork Pot Stickers (6)	北平锅贴	6.95
116	Crab Rangoons (6)	酥炸蟹角	6.50
117	String Bean Spicy Black Bean Sauce	豆豉辣椒	6.95

**CHEF'S SPECIALS | 主厨精选**

001	Famous Emperor Lobster or Crab with Dry Chili	香辣神仙龙虾	MP
002	Szechuan Traditional Grilled Fish (w. Bone)	老四川火盆香烤鱼	MP
	红立成 苕苕 Tilapia or Big Mouth Bass		
003	Szechuan Traditional Grilled Fish w/ Pickle Chili	泡椒酸菜鱼	MP
	红立成 苕苕 Tilapia or Big Mouth Bass		
004	Extremely Spicy Feng Teng Fish Fillet	老四川沸腾全鱼	MP
	红立成 苕苕 Tilapia or Big Mouth Bass		
005	Szechuan Hot & Spicy Pot	老四川一品麻辣香锅	19.95
006	Maocai Delight	什锦冒菜	19.95
007	Szechuan Spicy Beef Tripe w. Blood Cake	老四川毛血旺	14.95
008	Sizzling Japanese Tofu	铁板日式豆腐	14.95
009	Stewed Four Happiness Meatball	红烧四喜丸子	15.95
010	Four Happiness Meatball in Garlic Sauce	鱼香四喜丸子	15.95

**SOUP | 汤类**

201	Hot & Sour Soup (1)	酸辣汤	(sm) 2.75 (lg) 4.95
202	Wonton Soup (1)	云吞汤	(sm) 2.95 (lg) 5.50
203	Egg Drop Soup (1)	蛋花汤	(sm) 2.75 (lg) 4.95
204	Mixed Vegetable Soup (2-4)	上汤时菜汤	7.95
205	Pan-Fried Eggs w/Tomato Soup (2-4)	番茄煎蛋汤	7.95
206	West Lake Beef Soup (2-4)	西湖牛肉羹	8.95
207	Sour Pickle & Sole Fish Fillet Soup (2-4)	酸菜鱼片汤	7.95
208	Seafood Tofu Soup (2-4)	蟹黄豆腐羹	12.95
209	Spicy & Sour Fatty Beef Soup	酸汤辣肥牛	12.95
210	Pork & Pickle Soup	榨菜肉丝汤	7.95
211	Mixed Vegetable w/ Tofu Soup	时菜豆腐汤	7.95



**PORK | 猪肉类**

301	Twice Cooked Pork (Fat)	四川回锅肉	12.95
301	Chili Twice Cooked Pork (Fat)	尖椒回锅肉	12.95
304	Pork w. Bamboo	笋尖滑肉丝	12.95
305	Chili w/ Sliced Pork	尖椒肉丝	12.95
306	Pork Peking Sauce	京酱肉丝	12.95
307	Stir Fried Pork	生爆盐煎肉	12.95
308	Chairman Mao Hong Sue Pork (Fat)	毛氏红烧肉	12.95
309	Sliced Pork, Dry Bean Curd w/Chives	香干肉丝	12.95
310	Moo Shu Pork (4 pancakes)	木须肉丝	12.95
311	Pork in Garlic Sauce	鱼香肉丝	12.95
312	Pork Intestine & Pork Blood Cake in Pot	五更肠旺	14.95
313	Double Fried Spicy Pork Intestine (Dry)	香辣肥肠	12.95
314	Peapod Leafs w/ Spicy Pork Intestine	豆豉肥肠	14.95
315	Rice Noodle w/ Ground Pork	蚂蚁上树	12.95
316	Salt & Pepper Short Ribs	椒盐排骨	13.95
317	Chef's Special Dry Chili Short Ribs	香辣排骨	13.95
318	House Special Short Ribs w/ Camlin	老四川排骨	13.95
319	Red Maw & Pork Blood Cake Home Style	老四川毛血旺	14.95
320	Sweet & Sour Pork Rib	糖醋小排	12.95
321	Stir-Fried Kidneys	火爆腰花	12.95
322	Egg Foo Young Pork	芙蓉蛋卷	14.95
323	Steamed Pork (fat) with Sweet Pickle	梅菜扣肉	12.95

with Pancake & Fried Crackers for \$3.95 extra (可追加\$3.95包饼加通粉)

**SEAFOOD | 海鲜类**

401	Live Main Lobster	活龙虾	MP
	Choice of Ginger & Scallion, Salted & Pepper, Dry Chili, Corn, Steamed		
401	Live Crab	活大蟹	MP
	Choice of Ginger & Scallion, Salted & Pepper, Dry Chili, Corn, Steamed		
402	Whole Fish w/ Tofu Szechuan Style	豆瓣全鱼	MP
	红立成 苕苕 Tilapia or Big Mouth Bass		
403	Showed Whole Fish w/ Chili Bean Sauce (w/ Bone)	豆瓣全鱼	MP
	红立成 苕苕 Tilapia or Big Mouth Bass		
404	House Special Spicy Sole Fish Fillet	麻辣鱼片	14.95
405	Sole Fish Fillet Chili Bean Sauce	豆瓣鱼片	14.95
406	Sole Fish Fillet Black Bean Sauce	豉汁鱼片	14.95
407	Boiled Sole Fillet in Spicy Szechuan Sauce	水煮鱼片	15.95
408	Dry Chili Fish Fillet	香辣鱼片	14.95
409	Salt and Pepper Fish Fillet	椒盐鱼片	14.95
410	Sweet & Sour Fish Fillet	糖醋鱼片	15.95
411	Salt and Pepper Squid	椒盐鱿鱼	15.95
412	Dry Chili Squid	香辣鱿鱼	15.95
413	Pickle Chili Squid	泡椒鱿鱼	15.95
414	House Style Squid	家常鱿鱼	15.95
414	King Pao Shrimp	宫保虾仁	13.95
415	Moo Shu Shrimp (4 pancakes)	木须虾仁	13.95
416	Shrimp in Garlic Sauce	鱼香虾仁	13.95
417	Shrimp w/ Mixed Vegetable	时菜虾仁	13.95
418	Shrimp w/ American Broccoli	芥兰虾仁	13.95
419	Shrimp w/ Lobster Sauce	鲜虾龙蝦	13.95
420	Seafood Platter	海鲜大拼	18.95
421	Salt & Pepper Seafood	椒鹽三鮮	17.95
422	Salt & Pepper Prawns (with shell)	椒鹽大蝦	17.95
423	Crispy Shrimp w/ Lemon Sauce	柠檬脆皮蝦	16.95
424	Scallops in Garlic Sauce	鱼香鲜贝	18.95
425	Scallops w/ Salt & Pepper	椒盐鲜贝	18.95
426	Scallops w/ Dry Chili	香辣鲜贝	18.95
427	Scallops w/ Peapod Leafs	鲜贝鲜贝	18.95
428	Szechuan Shrimp	四川鲜	13.95
429	Hunan Shrimp	湖南鲜	13.95
430	Egg Foo Young Shrimp	芙蓉蛋卷	14.95
431	Shrimp Chop Suey	鲜蝦碎	13.95

IDDLE | 炒饭炒面类

- g) 各式炒饭 9.95  
Beef, Shrimp, Pork, Vegetables, Combination
- 各式炒面 10.95  
Beef, Shrimp, Pork, Vegetables, Combination
- 各式星洲炒米 10.95  
Beef, Shrimp, Pork, Vegetables, Combination
- 各式两面黄 12.95  
Beef, Shrimp, Pork, Vegetables, Combination
- 香辣素蛋炒饭 10.95  
Fried Rice (Wp, with egg)
- 驰名扬州炒饭 11.95  
Fried Rice

HotPot BUFFET | 22.95

2.95

汤底:		
辣锅	Pickle	脆皮锅
微锅	Tomato	茄汁白汤锅
丸	Polato Mai Fun	红薯粉
丸	Sliced Potato	土豆片
豆腐	Ear Mushroom	木耳
肉棒	Enoki	金针菇
丸	Lotus Root	莲藕
猪肉	Bamboo Shoots	小竹笋
肠	Fatty Beef	肥牛
百叶	Fatty Lamb	肥羊
白菜	Spicy Sliced Beef	麻辣手切牛肉
豆腐	Fish Fillet	鱼片
蹄筋	Shrimp (Head Off)	无头虾

Wine Sauce	酒酿小丸子	6.95
Wine Sauce	红薯饼	6.95
Wine Sauce	酒酿豆花菜	6.95
Wine Sauce	酒酿汤圆	7.55

LUNCH SPECIAL | 老四川特色午餐

- L1 Pork in Garlic Sauce 鱼香肉丝 7.50
- L2 Twice Cooked Pork (Fai) 回锅肉 7.50
- L3 Stir Fried Pork 生爆盐煎肉 7.50
- L4 Chicken 香辣子雞 7.50
- L5 Sliced Pork, Dry Bean Curd w/Chives 西芹香干肉丝 7.50
- L6 Chili w/ Sliced Pork 尖椒肉丝 7.50
- L7 Szechuan Billed Beef 水煮肉片 7.95
- L8 Szechuan Billed Beef 水煮牛 7.95
- L9 Beef w/ American Broccoli 芥兰牛 7.50
- L10 Szechuan Beef 四川牛 7.50
- L11 Beef w/ Mixed Vegetables 什菜牛 7.50
- L12 Mangolian Beef Tenderloin 蒙古牛 7.50
- L13 Beef w/ Pure Cumin Powder 孜然牛 7.95
- L14 Lamb w/ Pure Cumin Powder 孜然羊 7.95
- L15 House Special Spicy Sole Fish Fillet 麻辣鱼片 7.50
- L16 Sole Fish Fillet Chili Bean Sauce 豆瓣鱼片 7.50
- L17 Fish Fillet w/ Ginger & Scallion 葱姜鱼片 7.50
- L18 Sole Fish Fillet Black Bean Sauce 豆瓣鱼片 7.50
- L19 Boiled Sole Fillet in Spicy Szechuan Sauce 水煮鱼片 7.95
- L20 Mapa Tofu 麻辣豆腐 7.25
- L21 Eggplant in Garlic Sauce 鱼香茄子 7.25
- L22 String Bean in Szechuan Sauce 干煸四季豆 7.25
- L23 Beef Brisket Noodle Szechuan Style 四川牛肉面 7.95
- L24 Braised Beef Noodle 红烧牛肉面 7.95
- L25 Peking Zha Jiang Noodle 北京炸酱面 7.50
- L26 Pork & Pickle Noodle 榨菜肉丝面 7.50
- L27 Kung Pao Chicken 宫保鸡 7.50
- L28 Chestnut Chicken 脆皮鸡 7.50
- L29 Chicken w/ Mixed Vegetables 什菜鸡 7.50
- L30 Szechuan Chicken 四川鸡 7.50
- L31 Chicken w/ Broccoli 芥兰鸡 7.50
- L32 Sesame Chicken 芝麻鸡 7.50
- L33 General Tse's Chicken 左宗鸡 7.50
- L34 Orange Chicken 陈皮鸡 7.50
- L35 Shrimp w/ Mixed Vegetables 什菜蝦 7.50
- L36 Kung Pao Shrimp 宫保蝦 7.50
- L37 Szechuan Shrimp 四川蝦 7.50
- L38 Cashew Nut Shrimp 腰果蝦 7.50
- L39 Shrimp w/ Broccoli 芥蘭蝦 7.50

SOUP, APPETIZER 汤类, 头抬

Choose 1 soup & 1 appetizer

- Hot & Spicy Soup 麻辣汤
- Sour and Spicy Soup 酸汤
- Pork Spring Roll 猪肉春卷
- Vegetable Spring Roll 素春卷

Indicates Hot & Spicy. All dishes can be modified to non-spicy, mild, medium, or extra spicy.  
Indicates Vegetarian Chef's Choice



White Wine 白葡萄酒

Fetzer Chardonnay	5.00	---
Fetzer White Zinfandel	5.00	---
Kendall Jackson Chardonnay	5.50	35.00
Eco Domani Pinot Grigio	5.50	35.00

Red Wine 紅葡萄酒

Fetzer Merlot	5.00	---
Fetzer Cabernet	5.00	---
Little Black Dress Merlot	5.00	35.00
Mirassou Pinot Noir	5.50	35.00

Oriental Wine 東方酒

Kobai Plum	梅酒	4.00	24.00
Sho Chiku Bai	日本清酒	4.00	24.00
Shaoxing	紹興酒	4.00	24.00
Er Guo Tou	北京二鍋頭	5.00	58.00
Wu Liang Ye	五糧液	28.00	MP

## Import Beer 進口啤酒

Tsing Tao	中國青島啤酒	5.00
Sapporo	日本札幌啤酒	5.00
Heineken	德國海尼根啤酒	5.00
Corona	墨西哥科羅娜啤酒	5.00

## Domestic Beer 美國啤酒

Budweiser	百威啤酒	5.00
MGD	美樂啤酒	5.00
Bud Light	百威淡啤	5.00
Goose Island 312 Wheat	芝加哥最有名的啤酒!	5.00

## Non-Alcoholic 無酒精飲料

Orange Juice	橙汁	1.50
Coke, Diet Coke, Sprite	可樂、健怡可樂、雪碧	1.25

*Ask our server for details*

**1331 XINYI INC**

**DBA: LAO SZE CHUAN DOWNERS GROVE**

**1331 OGDEN AVE,  
DOWNERS GROVE, IL 60515**

**HOURS OF OPERATION:**

**Monday: 11:00 A.M.-21:30 P.M.**

**Tuesday: 11:00 A.M.-21:30 P.M.**

**Wednesday: 11:00 A.M.-21:30 P.M.**

**Thursday: 11:00 A.M.-21:30 P.M.**

**Friday: 11:00 A.M.-21:30 P.M.**

**Saturday: 11:00 A.M.-21:30 P.M.**

**Sunday: 11:00 A.M.-21:30 P.M.**

## GENERAL GUIDELINES

- \* In Illinois customers buying alcohol must be 21.
- \* Employees selling alcohol must be 21.
- \* An employee of legal age (over 21) must always be available to serve sales of alcoholic beverages or take the initial drink orders for a co-worker who is under 21.
- \* Employees under the age of 21 should be carefully watched to insure that they do not sell or have access to liquor for themselves or their friends.
- \* If in doubt about a customer being over 21, proof-of-age identification must be requested.
- \* Keep perpetual calendars at appropriate locations to aid personnel in confirming legal age.
- \* Keep State identification guide on premises for employees to check validity of out-of-state licenses/identification cards.
- \* Hour restrictions and times when alcohol cannot be sold must be strictly enforced.
- \* Employees should be fully aware that they have the legal right to refuse to sell alcoholic beverages to anyone unable to produce proper identification or who they feel is already intoxicated.
- \* Use signs to communicate with customers and employees. For example:
  - Persons buying beer, wine or liquor must be 21 or over.
  - Alcoholic beverages can only be purchased from (indicate hours).
  - We will not sell alcoholic beverages to minors or intoxicated individuals.
  - You must be over 21 to purchase liquor. Two valid forms of I.D. are required.
  - We care, we card.
- \* Advise employees they are subject to termination should they violate provisions of the Ordinance.

### Training:

- \* Employees will be required to obtain certified training per Section 3-33.3 of the Downers Grove Municipal Code every three (3) years. Employees must be trained of store policies and advised of local laws concerning the sale of alcohol upon hire.
- \* Employees should sign a Daily Liquor Log, with a reminder of regulations at the top of each page (optional).
- \* Have "refresher" meetings quarterly concerning the importance of responsible alcohol serving.

## **MANAGEMENT RESPONSIBILITIES**

1. Ensure employee comprehension of Liquor Handling Policies/Procedures through:
  - a. Distribution of a policy manual to employees upon hire.
  - b. Provide instruction/guidance/assistance on proper liquor service.
  - c. Advise employees of local liquor codes.
2. Obtain signed Servers Receipt of Liquor Handling Policy/Procedure Manual upon date of hire.
4. Provide employee guidance/assistance to ensure enforcement of Liquor Handling Policies/Procedures in accordance with State and Village Liquor Ordinances. Quarterly meetings to be held for purposes of instructing and clarifying policies/ordinances to ensure compliance as well as adherence.
5. Advise employees of fine/termination policy if involved in the sale of liquor to a Minor.

## STAFF AND MANAGEMENT RESPONSIBILITIES

### SERVERS/BARTENDERS

- \* Verification of age by valid identification only.
- \* Know state and local liquor laws and legal responsibilities of those who serve alcohol.
- \* Enforce local laws regarding minimum drinking age.
- \* Never give away alcoholic liquor.
- \* Never serve intoxicated guests.
- \* Serve alcohol only within permitted hours.
- \* Recognize signs of intoxication.

### MANAGEMENT

- \* De-emphasize excessive liquor sales in marketing and promotion efforts.
- \* Provide free non-alcoholic drinks to "designated drivers".
- \* Provide food service at least 1 hour prior to close.
- \* Be sure beverage service policies are enforced by personnel.
- \* Evaluate intoxicated guests when requested by Staff.
- \* Terminate liquor service, when necessary, in a hospitable manner.
- \* Call cab, Uber or Lyft for intoxicated guests.

### **RESPONSIBILITIES TO THE CUSTOMERS**

The company should take a firm stand on the responsibility they have to their customers in terms of alcohol consumption. We do not want our customers to drive home if they have had too much to drink!

If you think a customer should not be served, or if you think a customer has had too much to drink, servers should contact the manager immediately.

The company should have the interest of the individual and public safety in mind, and therefore, have the obligation to the community and to the individual to spot people who have over consumed alcohol. This applies to all customers. Anyone in the establishment is your responsibility.

**Management** is responsible for actually "cutting off" customers, but it takes a team effort from all employees to help spot these people and tell the manager on duty. Rely on good judgement when someone in the establishment has had too much to drink. With your help, talk to the customer before anything bad happens, not after.

## LOCAL ORDINANCES

### LEGAL SERVING HOURS (Section 3-31)

Another area where disregard of the law may bring stiff penalties concerns the hours when liquor may and may not be served. You should know when you must stop serving, when all glasses must be off the tables and bar, and when all guests must be out of the establishment. If it becomes necessary in upholding the law, remove glasses from the tables.

Day	Hours
Monday through Thursday	8:00 a.m. to 1:00 a.m., the following day
Friday and Saturday	8:00 a.m. to 2:00 a.m., the following day
Sunday	9:00 a.m. to 1:00 a.m., the following day
New Years Eve	8:00 a.m. to 2:00 a.m., the following day
St. Patrick's Day	8:00 a.m. to 2:00 a.m., the following day
Thanksgiving Eve	8:00 a.m. to 2:00 a.m., the following day

It is unlawful to permit customers to consume alcohol on premises later than one hour after the applicable closing time. Food service for all restaurants must be available up until 1 hour prior to close.

### MINIMUM AGE OF SELLERS (Section 3-28)

Age of seller policies require that alcohol servers and clerks be a minimum age in order to legally serve or sell alcohol. Clerks must be at least 21 years of age to ring up any sale of alcoholic liquor. Servers must be a minimum of 19 years of age; however, they under 21 server MAY NOT take the initial order or make the determination that a patron is of age. Initial orders/determination of age (carding) must be done by another server who is over 21.

### ADULTS SHARING DRINKS WITH MINORS (Section 3-36)

The Management will make it clear that adults sharing drinks with minors will not be tolerated. Regardless if in the company of parents, those under 21 should not be allowed alcoholic beverages.

- If an instance arises, the Manager will immediately tell the party that such practices are not permitted.
- Make it understood any alcoholic beverage in front of a minor will be immediately removed.
- If the party persists, the Manager will remove the alcohol from the table and refuse to accept further orders.

### LIQUOR PRODUCT IDENTIFICATION SIGNS (Section 3-33.2)

The sale of alcoholic liquor for consumption on the premises within the Village shall be limited to restaurants, hotels and recreational facilities, with liquor sales as incidental of the operation of any such establishments. Liquor product identification signs, (banner, placard, poster streamer, balloon or other attention getting device, which is designed or used to advertise, promote or identify a particular brand of liquor - including, but not limited to, "beer signs" that may involve electronic or neon displays) **shall not be permitted as any interior or exterior window sign or as any form of exterior sign** for any premises holding a license for on-premise consumption. Patio Umbrellas shall not constitute a sign.

### SERVING INTOXICATED INDIVIDUALS (Section 3-25)

Serving an obviously intoxicated person is strictly a violation of policy and may lead to civil or criminal responsibility. If an obviously intoxicated person leaves the premises and gets into an accident, a civil suit or criminal proceedings may be brought against both the company and the individual employee(s) responsible. Our best protection will come from the exercise of common sense by both management and employees. Employees serving alcoholic beverages should be aware of their responsibilities AND their potential personal liability.

**.08 is the Illinois Blood Alcohol Content (BAC) limit. Any person driving in the State of Illinois with a BAC of .08 or more risks being charged with Driving Under the Influence (DUI)**

**MANDATORY CERTIFIED TRAINING** *(Section 3-33.3)*

Every employee who serves, sells or distributes alcoholic liquor shall successfully complete a certified training program and maintain a current effective certification from said program. Servers at on-premise consumption licensed facilities will need to complete training every three (3) years.

Certificate(s) shall be made available upon the licensed premises for inspection by the Village.

**BOTTLE SERVICE** *(Section 3-33.1 (a)(6))*

Bottle service advertising, offer for sale or sale of distilled spirits by the bottle is prohibited. The sale of pre-mixed carafes (not exceeding 64 ounces) of no more than two distilled spirits mixed with a nonalcoholic beverage (ie margaritas) are allowed, but must be delivered to two or more people.

**GIVING AWAY ALCOHOLIC LIQUOR** *(Section 3-33.1(c))*

At no time is a licensee allowed to give away liquor. This includes offering free or complimentary alcohol whether to regular patrons or to patrons in a private party or function. Licensees may also not advertise "free" or "complimentary" in regard to alcoholic liquor.

## **Village of Downers Grove Alcohol Awareness Programs**

### **COMPLIANCE TESTING (Control Buy Program)**

The Downers Grove Police Department periodically conducts tests on establishment to ensure that minors are not being served alcohol. An Under 21 agent is sent into each establishment to attempt to purchase liquor. In the event staff serves or sells alcohol to the minor, the individual involved in the service/sale is immediately issued an administrative citation (ticket) for serving the minor. In addition, the licensee will be required to attend a public hearing on the violation. A finding of guilty with regard to the violation will result in fines, penalties and/or suspension of the liquor license and possible mandatory certified training for all employees.

\*\$500 administrative citation to the individual involved in alcohol sales to a minor

\*Up to \$1,000 to cover costs of a disciplinary hearing

\*Up to \$15,000 in fines

\*Suspension and/or revocation of liquor license

### **DUI Notification Program**

The Downers Grove Police Department will notify an establishment in the event an individual arrested for a DUI names their establishment as where they have been drinking prior to the arrest. Any establishment receiving numerous notifications will be subject to a license renewal hearing where the establishment's liquor serving policies will be reviewed.

**SUMMARY OF CONTENTS**  
**ILLINOIS DRIVER'S LICENSE**

- Currently Issued License
- Format Invalid July 2020

1. Description
2. Classes and Endorsements
3. License Data Significance
4. Expiration
5. Restrictions

**SPECIAL LICENSES AND POLICIES**

1. Duplicate License Policy
2. Mail-Requested Renewals
3. Minor and Provisional Licenses
4. Military Extension Policy
5. School Bus Driver's Licensing
6. Probationary License

**IDENTIFICATION CARD POLICY**

**AGENCY CONTACTS**

Issuance  
Enforcement

Fig. 14.3  
Illinois  
Driver's License  
Format Invalid  
July 2020\*

\*Minor's in  
vertical format.



Fig. 14.1  
Illinois  
Driver's License  
Current Issue\*

\*May show  
REAL ID star or  
"Federal Limits  
Apply" or  
neither.



Fig. 14.2  
Illinois  
Minor's  
License  
Current Issue\*

\*May show  
REAL ID star or  
"Federal Limits  
Apply" or  
neither.



No Vertical  
ID  
Accepted

Fig. 14.4  
Illinois  
Identification Card  
Current Issue\*

\*Minor's in vertical  
format. May show  
REAL ID star or  
"Federal Limits  
Apply" or neither.



Fig. 14.5  
Illinois  
Identification Card  
Format Invalid  
July 2020\*

\*Minor's in  
vertical format.

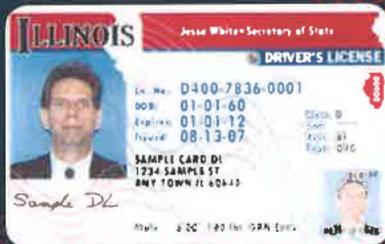


# ILLINOIS

## NEW DRIVER'S LICENSE/ID CARD DESIGN



Under 21 Driver's License



Driver's License



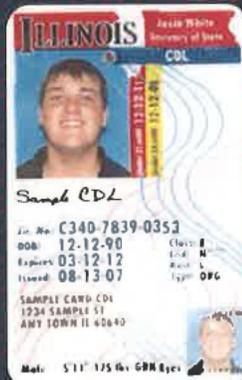
Under 21 ID Card



ID Card



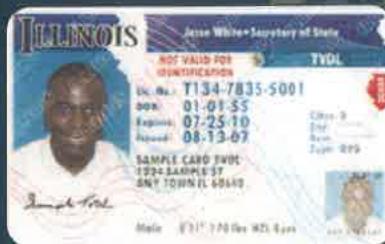
Under 21  
Temporary Visitor  
Driver's License (TVDL)



Under 21 Commercial  
Driver's License



Commercial Driver's License (CDL)

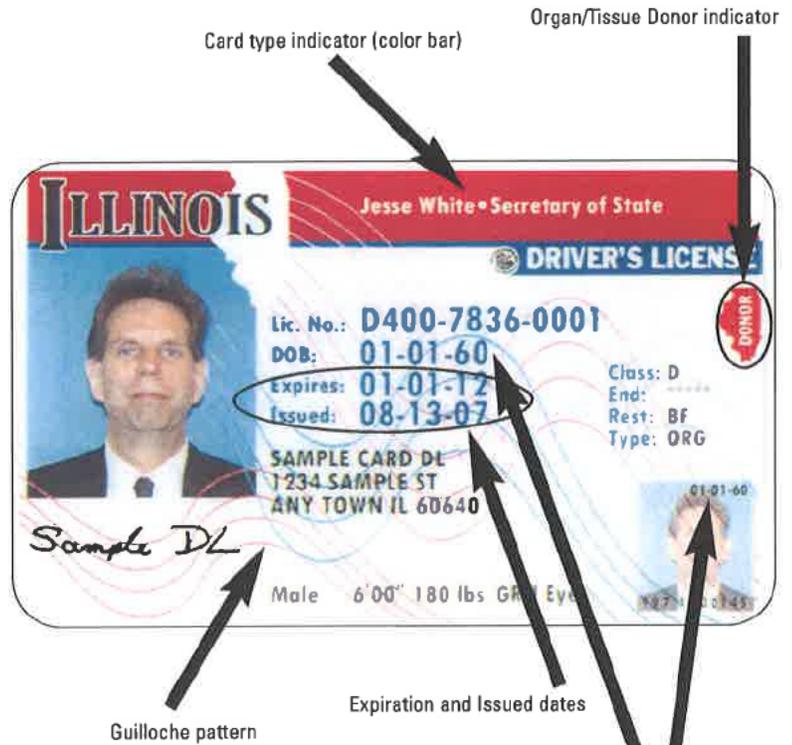


Temporary Visitor Driver's License (TVDL)

Illinois Secretary of State Jesse White



# Driver's License/ID Card Security Features



Guilloche pattern

Expiration and Issued dates

Date of birth — two locations

Do Not Accept

Under 21/18 information



Ghost image

## Driver's License Features

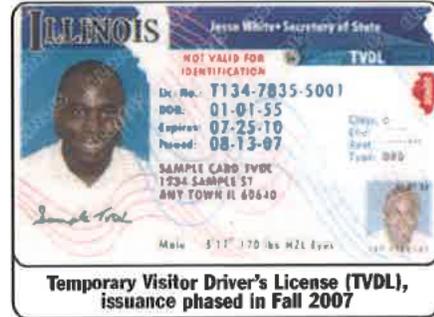
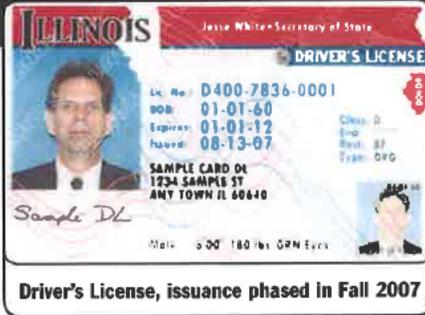
- Card type indicator  
Red — Driver's License and CDL  
Green — ID Card  
Purple — TVDL
- Guilloche pattern in background
- Date of birth in two locations
- Ghost image of photo
- Organ/Tissue Donor indicator
- UV, hologram, microtext and more

## Additional Features — Under 21 Driver's License

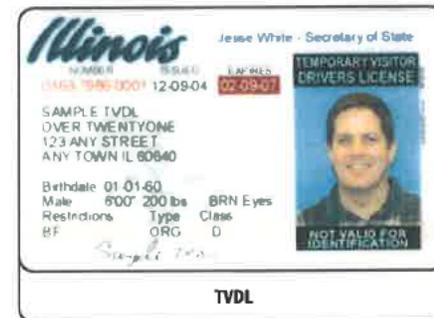
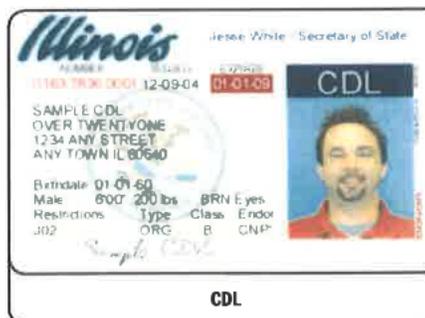
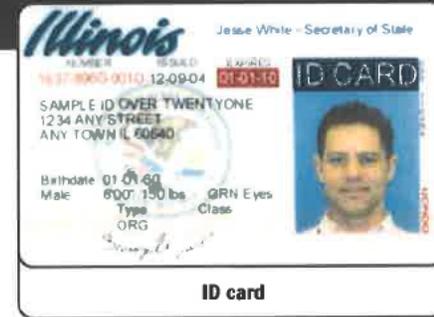
- All security features listed above
- Under 21/18 dates
- Vertical design

# Valid Over 21 Driver's Licenses/ID Cards

## NEW to be phased in Fall 2007



## OLD to be phased out upon individual expiration dates



# Valid Under 21 Driver's Licenses/ID Cards

## NEW to be phased in Fall 2007



**ILLINOIS** Jesse White Secretary of State  
DRIVER'S LICENSE

Sample DL

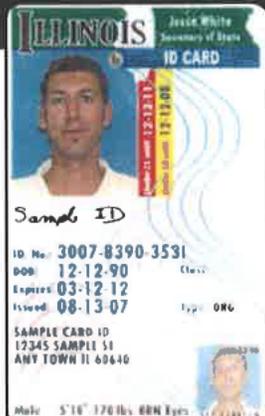
Lin. No. D400-7839-0953  
DOB: 12-12-90  
Expires: 03-12-12  
Issued: 08-13-07

Class: D  
End: N  
Restr: B  
Type: ORG

SAMPLE CARD DL  
1234 SAMPLE ST  
ANY TOWN IL 60640

Female 5'05" 125 lbs BRN Eyes

Under 21 Driver's License, Issuance phased In Fall 2007



**ILLINOIS** Jesse White Secretary of State  
ID CARD

Sample ID

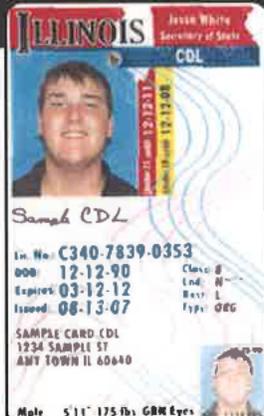
ID No. 3007-8390-3531  
DOB: 12-12-90  
Expires: 03-12-12  
Issued: 08-13-07

Class:  
Type: ORG

SAMPLE CARD ID  
12345 SAMPLE ST  
ANY TOWN IL 60640

Male 5'10" 170 lbs BRN Eyes

Under 21 ID card, Issuance phased In Fall 2007



**ILLINOIS** Jesse White Secretary of State  
CDL

Sample CDL

Lin. No. C340-7839-0353  
DOB: 12-12-90  
Expires: 03-12-12  
Issued: 08-13-07

Class: B  
End: N  
Restr: L  
Type: ORG

SAMPLE CARD CDL  
1234 SAMPLE ST  
ANY TOWN IL 60640

Male 5'11" 175 lbs GRN Eyes

Under 21 CDL, Issuance phased in Fall 2007



**ILLINOIS** Jesse White Secretary of State  
TVDL

Sample TVDL

Lin. No. T134-7839-0953  
DOB: 12-12-90  
Expires: 02-02-09  
Issued: 08-13-07

Class: D  
End: N  
Restr: B  
Type: ORG

SAMPLE CARD TVDL  
1234 SAMPLE ST  
ANY TOWN IL 60640

Female 5'07" 120 lbs BLU Eyes

Under 21 TVDL, Issuance phased in Fall 2007

## OLD to be phased out upon individual expiration dates



**Illinois** Jesse White Secretary of State  
DRIVERS LICENSE

Sample DL

Lin. No. U536-7838-6601  
Issued: 12-09-04  
Expires: 04-01-07

Class: D  
Restrictions: B

Male  
BLUE Eyes  
5'00"  
120 lbs

SAMPLE DL  
UNDER TWENTYONE  
1234 ANY STREET  
ANY TOWN IL 60640

Under 21 Driver's License, Issuance began 1/1/05



**Illinois** Jesse White Secretary of State  
ID CARD

Sample ID

Lin. No. U5367-8986-601U  
Issued: 12-09-04  
Expires: 04-01-07

Female  
BLUE Eyes  
5'06"  
116 lbs

SAMPLE ID  
UNDER TWENTYONE  
1234 ANY STREET  
ANY TOWN IL 60640

Under 21 ID Card, Issuance began 1/1/05



**Illinois** Jesse White Secretary of State  
CDL

Sample CDL

Lin. No. U536-7838-6601  
Issued: 12-09-04  
Expires: 04-01-07

Class: B  
Restrictions: B  
Endorsements: X\*\*\*  
Female  
GRN Eyes  
5'06"  
120 lbs

SAMPLE CDL  
UNDER TWENTYONE  
1234 ANY STREET  
ANY TOWN IL 60640

Under 21 CDL, Issuance began 1/1/05



**Illinois** Jesse White Secretary of State  
TEMPORARY VISITOR DRIVERS LICENSE

Sample TVDL

Lin. No. U536-7938-6601  
Issued: 12-10-04  
Expires: 02-02-07

Class: D  
Restrictions: B

Female  
BRN Eyes  
5'00"  
200 lbs

SAMPLE TVDL  
UNDER TWENTYONE  
123 ANY STREET  
ANY TOWN IL 60640

Under 21 TVDL, Issuance began 1/1/05



**Illinois** Jesse White - Secretary of State

Lin. No. U514-4758-6601  
Issued: 12-13-04  
Expires: 04-01-07

JANE Q SAMPLE  
1234 ANY STREET  
HOME TOWN IL 60090

Birthdate: 01-01-66  
Male 5'00" 120 lbs GRN Eyes  
Restrictions: Type Class Endor  
e ORG B X\*\*\*

Under 21 Driver's License Style, 12/30/02-12/31/04

# Features on Back of Driver's License/ID Card



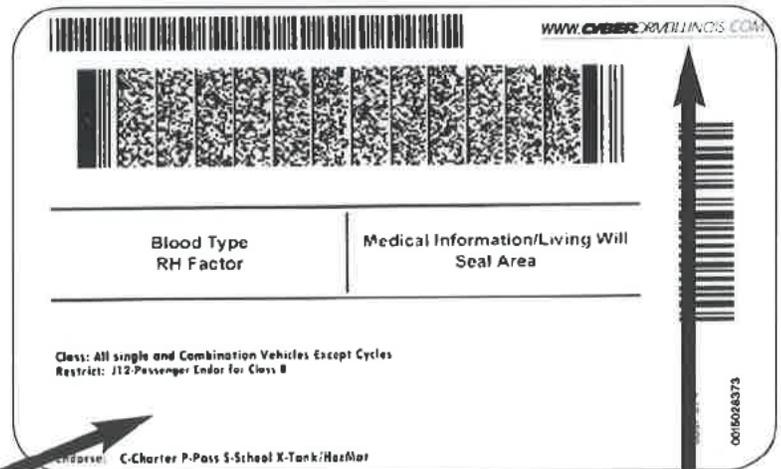
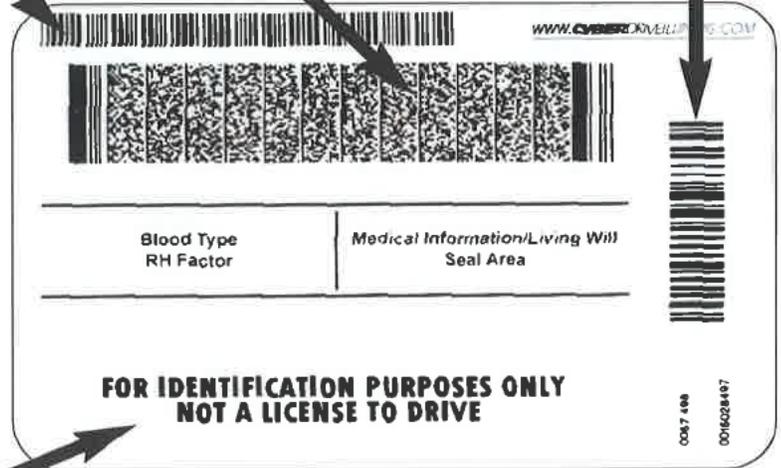
1D barcode with DL or ID number

Barcode used for inventory tracking

2D barcode with text from card front

Text on ID cards

Area for literal text (class, restrictions, endorsements)  
Area may be covered by safe driver renewal sticker



Web site address

## Features on Back of Driver's License and ID Cards

- Existing medical information areas relocated
- Existing 2D and 1D barcodes relocated
- New 1D barcode for internal materials tracking
- Web Site address — [www.cyberdriveillinois.com](http://www.cyberdriveillinois.com)
- New text on ID cards (Not for driving purposes)
- Organ Donor signature area no longer needed due to new Organ/Tissue Donor Registry (witnesses or family consent no longer necessary)

**NOT TO SCALE**  
 1231 OGDEN AVE  
 INDIANAPOLIS, IN 46204  
 PHONE: 317.313.5700  
 EMAIL: info@laozechuan.com  
 LICENSE NO. 307-500713  
 PROJECT NUMBER:

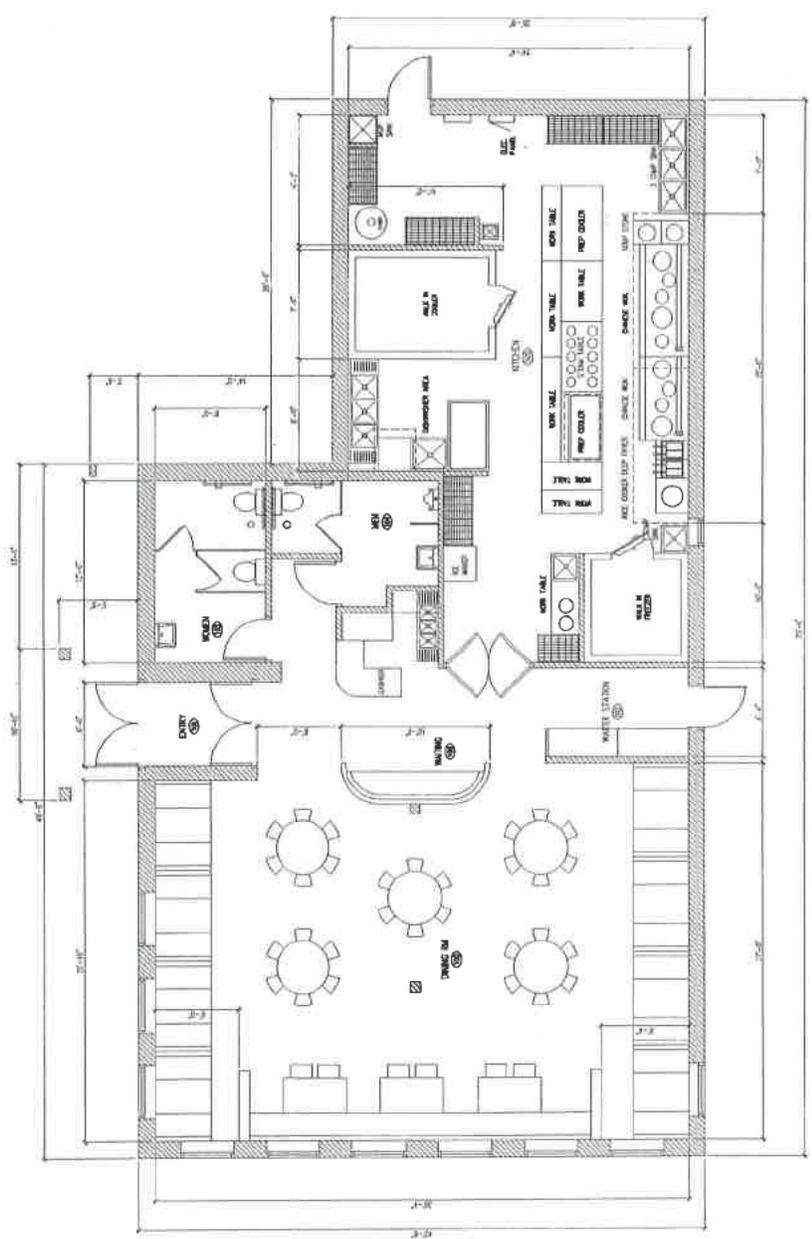
**OWNER**  
 1231 OGDEN AVE  
 INDIANAPOLIS, IN 46204  
 PHONE: (317) 313-5700

DATE	10/15/2013
DESIGNER	ALBERT
CHECKER	ALBERT
SCALE	AS SHOWN



**FLOOR PLAN**  
 SHEET NUMBER  
**A1**

1331 OGDEN AVE DOWNFRS GROVE II 60515  
**LAO SZE CHUAN RESTAURANT**



**A FLOOR PLAN**  
 ALBERT



DISTINGUISH WALL TO REMAIN