

**AGENDA  
DOWNERS GROVE LIQUOR COMMISSION  
AUGUST 2, 2018  
VILLAGE HALL COUNCIL CHAMBERS**

**6:30 P.M.**

- I            Call to Order**
  
- II           Roll Call**
  
- III          Approval of Minutes of June 7, 2018 Liquor Commission Meeting**
  
- IV          Application Hearings**
  - Grand Dukes  
980 W. 75<sup>th</sup> Street  
Class R-1
  
  - ALDI  
28 W. Ogden Avenue  
Class P-2
  
  - City Barbecue  
1034 Ogden Avenue  
Class R-2/O
  
- 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, June 7, 2018

**I. CALL TO ORDER**

Chairman Strelau called the June 7, 2018 Liquor Commission meeting to order at 6:30 p.m.

**II. ROLL CALL**

**PRESENT:** Ms. Flanagan, Mr. Krusenoski, Ms. Pietrucha (7:00 p.m.), Ms. Toerpe, Chairman Strelau

**ABSENT:** Mr. Clary, Mr. Jacobson

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

**OTHERS:** Basileos Megremis, Tracy Sinnott, Nicole Levesque, Esq., Eric Schmidt, Court Reporter

**III. APPROVAL OF MINUTES**

Chairman Strelau asked for approval of the minutes for the May 3, 2018 Liquor Commission meeting and asked members if there were any corrections, changes or additions.

Hearing no changes, corrections or additions, the May 3, 2018 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. DISCIPLINARY HEARING FOR ALLEGED VIOLATIONS**

Chairman Strelau made the following statements:

"Section 3-40 of the Downers Grove Municipal Code provides that the Local Liquor Commissioner may revoke or suspend any license issued if the Commissioner determines that the licensee has violated any of the provisions of this chapter or any State law pertaining to the sale of alcohol. Both under the Section cited above, and under Chapter 235, Section 5/7-5, Illinois Compiled Statutes, the Local Liquor Commissioner is required to hold a public hearing after notice to the licensee, in which the licensee is afforded an opportunity to appear and defend. Pursuant to Section 3-5 of the Downers Grove Municipal Code, this hearing is being conducted by the Local Liquor Commission at the request of the Local Liquor Commissioner."

"The Commissioner has the power to temporarily suspend a license without a hearing if there is reason to believe that continued operation of the licensed business would immediately threaten the welfare of this

community. Such was not done in these cases. The licensee may be represented by counsel, although he need not be for the purposes of this hearing."

Chairman Strelau asked if there was a signed stipulation in this case. Ms. Didier replied yes.

Chairman Strelau made the following statements:

"In view of the stipulation the order of this hearing will be substantially as follows:"

- A. Prosecution will read the signed stipulation into the record with the opportunity for the licensee to register its concurrence or non concurrence for the record.
- B. Prosecution may present any additional evidence in this case with the right of the licensee to cross-examine.
- C. Licensee may present any defense or mitigating evidence with right of prosecution to cross-examine.
- D. Summary of case by prosecution and defense."

"The prosecution should establish that timely notice of this hearing has been provided to the licensee."

"Witnesses shall be sworn."

"Strict rules of evidence will need not be adhered to although the Commission expects to exercise control over the hearing to ensure that irrelevant or repetitive testimony does not unduly prolong the hearing."

"A court reporter is present and will take the proceedings verbatim. Staff is also present for the purpose of summarizing the proceedings."

"The Commission will submit the findings and recommendations to the Local Liquor Commissioner regarding the existence and nature of any violation."

"Upon receipt of the recommendation of the Commission, the Commissioner will render a decision and the licensee will be notified in writing."

**Familia Fresh - 2065 W. 63<sup>rd</sup> Street**

Chairman Strelau stated that the next order of business was to conduct a disciplinary hearing for Familia Fresh Market No. 2, Inc. d/b/a Familia Fresh Market located at 2065 W. 63<sup>rd</sup> Street. She stated that the licensee has been charged with a violation of Section 3-25(a) of the Downers Grove Liquor Control Ordinance.

Chairman Strelau asked that any individual(s) representing the licensee 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.

Basileos (Billy) Megremis introduced himself as the owner and liquor manager for Familia Fresh Market. Mr. Megremis was sworn in by the court reporter.

Chairman Strelau asked the prosecuting attorney to present her case.

Ms. Didier stated that the parties to this hearing before the Liquor Commission of the Village of Downers Grove by and through their attorneys, if any, hereby stipulate as follows:

1. Familia Fresh Market No. 2, Inc. d/b/a Familia Fresh Market, 2065 W. 63rd Street, Downers Grove, Illinois, is the holder of a Class P-1 Liquor License #LQ-000169, issued by the Village of Downers Grove. That said Licensee has held a liquor license for this location from the Village of Downers Grove since September 5, 2013.
2. Notice of this hearing was served upon the Licensee by certified mail to its registered agent and by personal delivery to the manager of the licensed premises.
3. At approximately 6:15 p.m. on Tuesday, May 1, 2018, Downers Grove Police Officer Chapin and Downers Grove Police Officer Lylerly observed M.D., a special agent of the Downers Grove Police Department under the age of twenty-one (21), whose date of birth is October 16, 2000 (making her 17 years old), enter Familia Fresh Market located at 2065 W. 63rd Street, Downers Grove.
4. The special agent retrieved a six-pack of Bud Light beer and proceeded to the checkout counter where Ashley Gracia-Matos was working as a cashier.
5. That cashier Ashley Gracia-Matos, whose date of birth is March 14, 1994, then asked the special agent for her identification.
6. That the special agent produced her valid Illinois driver's license indicating her date of birth as October 16, 2000, and reading "Under 21 until 10-16-21" on the face of the license.
7. That cashier Ashley Gracia-Matos viewed the special agent's driver's license and returned it to her.
8. That cashier Ashley Gracia-Matos rang up the sale charging the special agent \$5.99.
9. That the special agent gave the cashier Ashley Gracia-Matos a \$20.00 bill and received \$14.01 in change.
10. Officers Chapin and Lylerly who witnessed the events in the foregoing paragraphs, identified themselves and advised that the delivery of an alcoholic beverage had been made to a minor.
11. Ashley Gracia-Matos was issued a Village ordinance administrative citation for delivering alcohol to a minor in violation of Section 3-25(a) of the Downers Grove Municipal Code.
12. The Officers advised that notice of further action would be forthcoming from the Downers Grove Liquor Commission.

13. That the Village was made aware that at the time of the sale, cashier Ashley Gracia-Matos did not possess a valid mandatory training certificate in violation of State and local ordinances.

Ms. Didier asked that the signed stipulation be entered into the record as Village's Exhibit #1.

Chairman Strelau accepted the signed stipulation as Village Exhibit #1.

Chairman Strelau asked the licensee to present its case.

Billy Megremis apologized for the violation. He stated that Ashley had only been employed for about 5-6 weeks and advised that management did not tell her that she was not to scan liquor without having a valid BASSETT or TIPS certification. He stated it was a bad mistake by both management and the employee.

Chairman Strelau requested questions from the Commission.

Ms. Flanagan asked how new employees are trained. Mr. Megremis replied they are trained over the course of a few weeks. He noted that the person who trained Ashley mistakenly gave her the ok to scan liquor, although she did not have a valid BASSETT or TIPS certification.

Ms. Flanagan asked how long certified training courses take. Mr. Megremis replied that it can be taken quickly as an on-line course.

Ms. Flanagan asked if Ashley was trained using their procedural manual. Mr. Megremis stated that management was supposed to properly train the employee.

Mr. Megremis noted that it is their policy to check id's of anyone appearing under the age of 40. He stated that they currently have 6-7 employees who scan alcohol and have their valid BASSETT certifications. He stated that they have not had any violations in the past five years in operation. He stated that Ashley fell through the cracks with training. He stated that he operates a few market locations and was not at the Downers Grove store during her training or the violation. He stated that he has stressed the importance of proper training and to make sure management follows their training policies.

Mr. Krusenoski stated that five years without a violation is not impressive as there are licensees with decades without violations. He asked Mr. Megremis if he had a chance to speak with Ashley about the violation and if she gave any reason for selling to the minor. Mr. Megremis replied that Ashley stated her mind went blank when reading the license. He advised that she is from Puerto Rico and did not have the BASSETT training.

Mr. Krusenoski stated that the vertical nature of the license and it reading "under 21 until XX-XX-XXXX" should have been very clear.

Mr. Krusenoski asked if Ashley was still employed at the store. Mr. Megremis replied yes. He stated that she is a good employee and decided to give her a second chance.

Mr. Krusenoski was disappointed and embarrassed that the licensee allowed this violation to occur. He stated that the law requires training and the sale of alcohol is serious business. He stated that managers

must create an atmosphere of concern for liquor sales and have a zero tolerance policy when it comes to violations. He stated that it was absurd that this happened.

Ms. Toerpe was concerned about the violation. She asked Mr. Megremis about his certification. Mr. Megremis replied he is BASSET certified.

Ms. Toerpe asked Mr. Megremis to explain his hiring procedure. Mr. Megremis stated that employees are trained over the course of a month. He stated that all employees must be 21 to scan liquor. He stated that there was no follow through by management in getting Ashley's certification.

Ms. Toerpe hoped that changes will be made to training policies as this is a serious violation and that they now aware that anyone without a valid certification cannot scan alcohol without the proper certification.

Chairman Strelau asked Mr. Megremis if they had other violations in any of their other stores. Mr. Megremis replied no.

Chairman Strelau asked Mr. Megremis how many hours a week he works at the Downers Grove location. Mr. Megremis replied fifty. She asked if he ever noticed that Ashley did not have a valid certificate and was scanning liquor. Mr. Megremis replied no.

Chairman Strelau noted a lack of management concern and noted it was a miracle that this was the first violation. She stated that they have a "too casual attitude" about the importance of training and the seriousness of liquor sales. She stated that there must be consequences for the sale of liquor to a minor.

Ms. Didier summarized by stating that Familia Fresh Market No. 2, Inc. d/b/a Familia Fresh Market located at 2065 W. 63<sup>rd</sup> Street, has stipulated to a violation of Section 3-25(a) of the Downers Grove Liquor Control Ordinance which prohibits the sale of alcohol to a minor. She recommended that the licensee be found guilty of a violation.

Upon hearing the evidence presented in this case, Chairman Strelau requested a motion as to whether the licensee be found guilty or not guilty of a violation of Section 3-25(a) of the Downers Grove Municipal Code.

**MR. KRUSENOSKI MOVED TO FIND FAMILIA FRESH MARKET NO. 2, INC. D/B/A FAMILIA FRESH MARKET LOCATED AT 2065 W. 63<sup>RD</sup> STREET GUILTY OF VIOLATING SECTION 3-25(A) OF THE DOWNERS GROVE LIQUOR CONTROL ORDINANCE. MS. TOERPE SECONDED.**

**VOTE:**

**Aye:** Mr. Krusenoski, Ms. Toerpe, Ms. Flanagan, Chairman Strelau

**Nay:** None

**Abstain:** None

**MOTION CARRIED: 4:0:0**

The Motion carried.

## V. 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."

### MOD Pizza - 1022 Ogden Avenue

Chairman Strelau stated that the next order of business was an application hearing for MOD Superfast Pizza, LLC d/b/a MOD Pizza located at 1022 Ogden Avenue. She stated that the applicant was seeking a Class "R-2", beer and wine only, on-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.

Nicole Levesque, Esq. of Webster Powell and Tracy Sinnott were sworn in by the court reporter. Ms. Levesque introduced herself as the attorney representing MOD Pizza. Ms. Sinnott introduced herself as the district manager for MOD Pizza and acting liquor manager for the Downers Grove location.

Chairman Strelau asked the applicant to present its case.

Ms. Levesque stated that MOD Pizza operates 370 restaurants across the United States, with 18 operating in Illinois. She stated that they serve beer and wine at all of their locations. She advised that the Downers Grove location has under 50 dining seats. She stated that the restaurant is a build-your-own pizza fast/casual dining concept.

Ms. Toerpe asked where the MOD Pizza will be located. Ms. Sinnott replied at the northwest corner of Main and Ogden in a new strip mall development.

Ms. Toerpe asked what percentage of alcohol sales they projected. Ms. Sinnott replied about 5%. She stated that a customer will typically have one drink, as it is primarily fast casual.

Ms. Toerpe advised the applicant of the vertical under 21 identification and warned them of their proximity to the high school. Ms. Sinnott replied that the Naperville location was similar and they do not get many attempted liquor purchase from anyone who is underage.

Ms. Sinnott stated that they walk through procedures with cashiers daily. She stated that cashiers are required to be certified and re-tested every three years. She stated that district managers audit employee certifications every month to ensure they are valid.

Mr. Krusenoski stated that it is always good for an applicant to hear a disciplinary matter. He stated that a violation is not only hurtful to the business, but costly with such a low amount of projected liquor sales. He stated that management should set the culture, tone and tenor of the importance of proper liquor sales. He was glad that there was daily reinforcement of liquor policies.

Mr. Krusenoski asked if they have software that scans driver's licenses. Ms. Sinnott replied no.

Ms. Flanagan asked Ms. Sinnott about her experience. Ms. Sinnott stated that she serves as the district manager and will oversee six stores in the area. She will be responsible for overseeing managers, record keeping, auditing and training.

Chairman Strelau stated that training is only as good as the effort management puts behind it. She stated that every day employees have to know the importance of proper liquor sales. She stated a violation can be costly for a store such as theirs with only 5% in alcohol revenue.

Mr. Krusenoski asked when they are scheduled to open. Ms. Sinnott replied there will be a soft opening on or about July 28<sup>th</sup> with friends and family events and then a formal ribbon cutting.

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 satisfactory background checks, Certificate of Occupancy and employee certifications.

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 "R-2" liquor license application.

**MS. TOERPE MOVED TO FIND MOD SUPERFAST PIZZA, LLC D/B/A MOD PIZZA LOCATED AT 1022 OGDEN AVENUE QUALIFIED FOR A CLASS "R-2", BEER AND WINE ONLY, ON-PREMISE CONSUMPTION LIQUOR LICENSE. MR. KRUSENOSKI SECONDED.**

**VOTE:**           **Aye:**           Ms. Toerpe, Mr. Krusenoski, Ms. Flanagan, Chairman Strelau  
**Nay:**           None

**Abstain:** None

**MOTION CARRIED: 4:0:0**

Motion carried.

**Orange & Brew - 1027 Burlington Avenue**

Chairman Strelau stated that the next order of business was an application hearing for Orange & Brew, LLC d/b/a/ Orange & Brew located at 1027 Burlington Avenue. She stated that the applicant was seeking a Class "WB", beer and wine only, on- and 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.

Mr. Eric Schmidt was sworn in by the court reporter. Mr. Schmidt introduced himself as the president and liquor manager of Orange & Brew.

Chairman Strelau asked the applicant to present its case.

Mr. Schmidt stated that his liquor sales percentages will be about 95%. He stated that Orange & Brew concept is similar to a wine boutique but will feature craft beer in lieu of wine for on-and off-premise consumption site. He stated that they will offer a few wines as well. He stated that he will have eight lines of tapped craft beer which will be available to sample along with offering bottles and cans both for on-premise and off-premise consumption. He stated that they will supply food prepared off premises from The Pinecone Cottage Tea Room and local restaurants.

Chairman Strelau asked staff if there was language for the license classification. Ms. Kuchynka replied that information is on the 2<sup>nd</sup> page of the staff report. Ms. Kuchynka advised that the Council voted that pre-packaged food items shall be available, but such items do not have to be prepared on the premises.

Chairman Strelau asked if the Cellar Door has the same classification. Ms. Kuchynka replied yes. She stated that Cellar 406 also holds the boutique license. She stated that she has an application on file for Downers Grove Wine Shop.

Ms. Toerpe was excited about the new concept. She asked how the product will be provided. Mr. Schmidt stated that he will be contacting local distilleries and breweries to offer their product in one convenient location.

Ms. Toerpe asked about the training policy. Mr. Schmidt stated that he will train employees in recognizing signs of intoxication, over service, carding procedures and require BASSETT training for all employees. He stated that typically a customer will have 1-2 drinks and take packaged product home.

Ms. Toerpe asked Mr. Schmidt about his liquor handling experience. Mr. Schmidt replied he has been employed in the industry since college, working in fine dining and has knowledge in the craft brewing industry.

Mr. Krusenoski stated that on the application he indicated his present experience and asked if he will cease working at his current job and be present full time at Orange Brew. Mr. Schmidt replied yes.

Mr. Krusenoski asked Mr. Schmidt how many employees he plans to hire. Mr. Schmidt said he will be on premises mostly himself and planned to have three employees.

Mr. Krusenoski asked what the atmosphere of Orange Brew will be promoted. Mr. Schmidt stated that the atmosphere will be like a coffee shop with craft beer.

Mr. Krusenoski asked about the floor plan. Ms. Kuchynka pulled the floor plan up on the large screen. Mr. Schmidt stated that the main entrance will be near the packaged product which are the shelving units located on the west wall.

Mr. Krusenoski asked about the projected opening date. Mr. Schmidt replied August 1<sup>st</sup>. He stated that he has building plans and permits submitted to the Community Development Department.

Ms. Flanagan had no questions, but was impressed on the continuing training he will have in place to reinforce policy.

Ms. Flanagan asked Mr. Schmidt if he was planning to hire older, experienced workers. Mr. Schmidt replied yes and that they have some craft beer knowledge.

Ms. Pietrucha noticed that Mr. Schmidt lived in Lemont and asked him why he decided to locate the store in Downers Grove. Mr. Schmidt stated that Downers Grove is centrally located and there are no similar business in the area. He stated that he also liked the proximity to the train, the downtown building location and the building's character. He anticipated customers that will be in walking distance from the store.

Ms. Pietrucha asked Mr. Schmidt if he was familiar with the control buy process or had any experience with them. Mr. Schmidt replied that he had seen them done while working in college bars.

Ms. Pietrucha asked if they have concerns with minors trying to purchase liquor. He stated that he does not believe so. He added this will be a family business and they cannot afford any mistakes and will be very cautious.

Chairman Strelau asked if they plan on having beer tastings on site. Mr. Schmidt replied yes and anticipated having some educational pieces as a part of their business.

Chairman Strelau wished Mr. Schmidt luck.

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

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 "WB" liquor license application.

**MR. KRUSENOSKI MOVED TO FIND ORANGE & BREW, LLC D/B/A/ ORANGE & BREW LOCATED AT 1027 BURLINGTON AVENUE QUALIFIED FOR A CLASS "WB", BEER AND WINE ONLY, ON-PREMISE AND OFF-PREMISE CONSUMPTION LIQUOR LICENSE. MS. TOERPE SECONDED.**

**VOTE:**           **Aye:**           Mr. Krusenoski, Ms. Toerpe, Ms. Flanagan, Ms. Pietrucha, Chairman Strelau

**Nay:**           None

**Abstain:**       None

**MOTION CARRIED: 5:0:0**

Motion carried.

#### **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 discussed the month end reports. She stated she is currently processing renewals.

Ms. Kuchynka advised of the Mayor's intent to issue the license for Pierce's Tavern Class O outdoor liquor license.

Ms. Kuchynka advised that Downers Grove Wine Shop located at 1202 F- 75<sup>th</sup> Street currently holds a Class P-2 off-premise consumption license and has applied for the remaining Class WB license. She stated that the Mayor agreed to an expedited process, as the licensee has held a wine and beer on- and off- premise classification in the past and was seeking to upgrade again. She stated barring any objection, after being placed on file in the Village Clerk's office for a minimum of two weeks, the Mayor may grant the license

#### **VII. NEW BUSINESS**

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

Ms. Kuchynka stated that there will not be a July Liquor Commission meeting due to the holiday and lack of quorum. She did advise that there will be an August meeting as she has applications on file.

#### **VIII. COMMENTS FROM THE PUBLIC**

There were none.

**IX. ADJOURNMENT**

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

Mr. Krusenoski moved to adjourn the June 7, 2018 meeting. The meeting was adjourned by acclamation at 7:25 p.m.



VILLAGE OF DOWNERS GROVE  
REPORT FOR THE LIQUOR COMMISSION  
AUGUST 2, 2018 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Licensee: Grand Duke's Restaurant, LLC D/B/A: Grand Duke's Address: 980 W. 75th Street	Application for Class R-1 liquor license	Carol Kuchynka Liaison to the Liquor Commission

**REQUEST**

The applicant is requesting a Class R-1 liquor license for Grand Duke's located at 980 W. 75th Street.

**NOTICE**

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

**GENERAL INFORMATION**

**Officer(s):**

Laura Buscas, Managing Partner  
Andrius Bucas, General Partner  
Edvinas Balciunas, General Partner  
Svajunas Masiulionis, General Partner  
Arnoldas Blinstrubas, General Partner

**Stockholder(s):**

Laura Buscas- 25%  
Andrius Bucas, 25%  
Edvinas Balciunas - 16 2/3%  
Svajunas Masiulionis - 16 2/3%  
Arnoldas Blinstrubas - 16 2/3%

**Manager:** Ms. Laura Buscas

**Licensee:** Grand Duke's Restaurant, LLC d/b/a Grand Duke's  
980 W. 75th Street  
Downers Grove, IL 60516

**PROPERTY INFORMATION**

**EXISTING LAND USE:** Commercial  
**PROPERTY SIZE:** (7,650 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. Insurance
3. Lease
4. Menu
5. Liquor Handling Manual
6. Floor Plan

### **Project Description**

The applicant is requesting a Class R-1 liquor license for the operation of a restaurant located at 980 W. 75th Street.

### **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-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.

### **Public Safety Requirements**

Fire Prevention and Community Development Department will need to conduct a walkthrough of the facility. A Certificate of Occupancy for remodeling 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**

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Based upon testimony presented at the August 2, 2018 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.



www.downers.us

July 12, 2018

**COMMUNITY RESPONSE  
CENTER**

630.434.CALL (2255)

Ms. Laura Buscas  
Grand Duke's Restaurant, LLC  
980 W. 75th Street  
Downers Grove, IL 60516

**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 Liquor License  
Grand Duke's  
980 W. 75th Street, Downers Grove, IL 60516*

Dear Ms. Buscas:

The Liquor Commission of the Village of Downers Grove will meet on Thursday, August 2, 2018, 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\Grand Dukes\app-hrg.nts



# VILLAGE OF DOWNERS GROVE, ILLINOIS APPLICATION FOR LIQUOR LICENSE

Date: 5/8/18

Application is hereby made to the Local Liquor Commissioner of the Village of Downers Grove for issuance of a Class R-1 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: GRAND DUKE'S RESTAURANT, LLC Phone: (630) 324-6811  
Address: 980 W 75th St., DOWNERS GROVE, IL 60516

### 1.2 Status:

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

### 1.3 Liquor Manager:

Name: LAURA BUCAS Phone: [REDACTED]  
Address: [REDACTED]  
Driver's License No. [REDACTED] Social Sec. No. [REDACTED]  
Date of Birth [REDACTED] 84 Place of Birth VILNIUS, LITHUANIA

## 2. PREMISES

Doing Business As GRAND DUKE'S Phone: (630) 324-6811  
Address: 980 W 75th St, DOWNERS GROVE, IL 60516

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: JOHN WOJCYLA Phone: [REDACTED]  
Address: [REDACTED]

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. 9/1/18

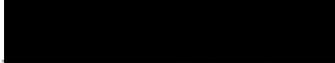
### 3. CORPORATION

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 18 day of APRIL, A.D., 2018
- 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: LAURA BUGAS 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: LAURA BUGAS Phone:   
Address: SEE ABOVE
- 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 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:

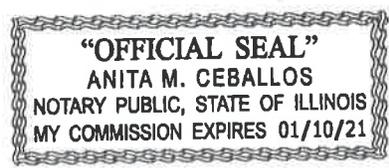
GRAND BULL'S RESTAURANT, LLC.  
Name of Corporation/Partnership/LLC/Sole Proprietorship

BY: LAURA BUGAS  
Print Name  
*[Signature]*  
Sign Name

TITLE: LLC MANAGER

Subscribed and sworn to before me this 10 day of May, 2018.

*[Signature]*  
Notary Public





# VILLAGE OF DOWNERS GROVE, ILLINOIS LIQUOR MANAGER APPLICATION

1. Name of Liquor License Applicant/Holder: GRAND DUKE'S RESTAURANT, LLC.  
 Doing Business As: GRAND DUKE'S  
 Address: 780 W 75TH ST. DOWNERS GROVE, IL 60516  
 Phone: (630) 324 6811 Liquor License Number: \_\_\_\_\_

2. Manager: LAURA BUCAS Phone: (\_\_\_\_\_) \_\_\_\_\_  
 (First) (Middle) (Last)  
 Residence Address: \_\_\_\_\_  
 (Street Address) (City) (State) (Zip)  
 If less than one year, previous residence: —  
 Citizenship: USA If naturalized, date/place of naturalization: \_\_\_\_\_  
 Date of Birth: 84 Place of Birth: VILMIUS, LITHUANIA  
 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:  
GRAND DUKE'S RESTAURANT (SUMMIT, IL) 2007 - PRESENT  
LIETUVE INC. DBA OLD VILMIUS CAFE 2007 - PRESENT

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

SIGNATURE OF MANAGER [Signature] Date 5/7/18

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: GRAND DUKE'S RESTAURANT, LLC.

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: GRAND DUKE'S RESTAURANT, LLC.
By: LAURA BUGAS
Corporate Title: MANAGER
Date: 5/7/18

Name: LAURA BUGAS
Address: [Redacted]
Social Sec. # [Redacted] Driver's License # [Redacted] Date of Birth: [Redacted] 84
General Partner [ ] Limited Partner [ ] Managing Partner [X] Ownership Interest: 25%

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.

MA

(Attach completed Background Check Waiver)

Name: ANDRIUS BUGAS
Address: [Redacted]
Social Sec. # [Redacted] Driver's License # [Redacted] Date of Birth: [Redacted] 78
General Partner [X] Limited Partner [ ] Managing Partner [ ] Ownership Interest: 25%

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.

GRAND DUKE'S RESTAURANT and DELI, INC.
6312 S HARLEM AVE, SUMMIT, IL 60561

Lic # 1A-0070172, ISSUED 11/30/17, EXPIRES 11/30/18 (Attach completed Background Check Waiver)

Name: SVAJUNAS MASIULIONIS  
Address: [REDACTED]  
Social Sec. # [REDACTED] Driver's License # [REDACTED] Date of Birth: [REDACTED] 70  
General Partner  Limited Partner \_\_\_\_\_ Managing Partner \_\_\_\_\_ Ownership Interest: 16 2/57.

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.

N/A

(Attach completed Background Check Waiver)

Name: EDVINAS BALCIUNAS  
Address: [REDACTED]  
Social Sec. [REDACTED] Driver's License # [REDACTED] Date of Birth: [REDACTED] 73  
General Partner  Limited Partner \_\_\_\_\_ Managing Partner \_\_\_\_\_ Ownership Interest: 16 2/37.

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.

N/A

(Attach completed Background Check Waiver)

Name: ARNOLDAS BLINSTRUBAS  
Address: [REDACTED]  
Social Sec. [REDACTED] Driver's License # [REDACTED] Date of Birth: [REDACTED] 64  
General Partner  Limited Partner \_\_\_\_\_ Managing Partner \_\_\_\_\_ Ownership Interest: 16 2/37.

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.

N/A

(Attach completed Background Check Waiver)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Social Sec. # \_\_\_\_\_ Driver's License # \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
General Partner \_\_\_\_\_ Limited Partner \_\_\_\_\_ Managing Partner \_\_\_\_\_ Ownership Interest: \_\_\_\_\_

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: GRAND DUKE'S RESTAURANT, LLC  
 Doing Business As: GRAND DUKE'S RESTAURANT  
 Address: 980 W 75TH ST, DOWNERS GROVE, IL 60516  
 Phone: (630) 324 6811  
 License Class: R-1

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

RESTAURANT, BANQUETS

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

- 80 % Food
- 20 % Alcohol
- % Non-alcoholic beverages
- % 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:**

GRAND DUKE'S RESTAURANT LLC.

Name of Corporation/Partnership/LLC/Sole Proprietorship

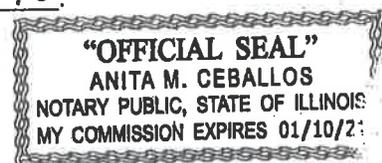
BY: GRAND DUKE'S RESTAURANT

NAME: LAURA BUGAS

TITLE: LLC MANAGER

Subscribed and sworn to before me this 10 day of May, 2018.

*[Signature]*  
Notary Public





### VILLAGE OF DOWNERS GROVE, ILLINOIS CERTIFIED EMPLOYEE DECLARATION

I, Laura Bucas, DO HEREBY CERTIFY THAT I am the  
Print Name

CORPORATE MANAGER of GRAND BUICK'S RESTAURANT 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 GRAND BUICK'S RESTAURANT  
d/b/a

located at 980 W 75th ST., 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: 5/10/2018

[Signature]  
Signature

Subscribed and sworn to before me this 10 day of May, 2018

[Signature]  
Notary Public



Attachments:  
*Employee list*  
*Certifications*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2018

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 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> Zeiler Insurance 12159 S. Pulaski Rd.  Alsip IL 60803		<b>CONTACT NAME:</b> Darrin Shallcross <b>PHONE (A/C, No, Ext):</b> (708) 597-5900 <b>E-MAIL ADDRESS:</b> darrin@zeiler.com <b>FAX (A/C, No):</b> (708) 597-5956															
<b>INSURED</b> Grand Dukes Restaurant and Deli Inc. Grand Dukes Restaurant, LLC 6312 S HARLEM AVE SUMMIT IL 60501		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: General Casualty CO</td> <td>24414</td> </tr> <tr> <td>INSURER B: Trumbull Insurance</td> <td>27120</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: General Casualty CO	24414	INSURER B: Trumbull Insurance	27120	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

**COVERAGES**

CERTIFICATE NUMBER: CL1841909839

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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CFB1271299	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CFB1271299	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	83WECCD6435	4/4/2018	4/4/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Liquor Liability</b>		CFB1271299	1/1/2018	1/1/2019	\$1,000,000 Occurance \$2,000,000 AGG

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

RE: Coverage for Grand Dukes Restaurant, LLC  
980 W 75th St. Downers Grove, IL

**CERTIFICATE HOLDER**

Village of Downers Grove  
801 Burlington Ave  
Downers Grove, IL 60515

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel Zeiler/DARRIN

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**ASSIGNMENT AND ASSUMPTION  
OF LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this “**Assignment**”) is made as of May 31, 2018, by and between Lietuvele, Inc. an Illinois corporation (“**Assignor**”), and Grand Duke’s Restaurant, LLC, an Illinois limited liability company (“**Assignee**”).

W I T N E S S E T H:

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, assigns and conveys to Assignee the following:

All right, title and interest of Assignor in and to that certain lease attached as Exhibit A attached hereto and made a part hereof (the “**Lease**”), relating to the leasing of certain property located in the Village of Downers Grove, County of DuPage, State of Illinois, and known as 980 West 75<sup>th</sup> Street and all of the rights, interests, benefits and privileges of the Assignor thereunder, subject to all terms, conditions, reservations and limitations set forth in the Lease.

2. Assignee hereby accepts the assignment of the Lease, and agrees to assume and discharge, in accordance with the terms thereof, all of the obligations thereunder from and after the date hereof.

3. Assignee agrees that Andrius Bucas and Laura Bucas own or control not less than 50% of Grand Duke’s Restaurant, LLC at all times.

4. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Assignment. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the respective parties hereto, their heirs, executors, administrators, successors and assigns. Any alteration, change or modification of or to this Assignment, in order to become effective, must be made in writing and in each instance signed on behalf of each party to be charged. No provision of this Assignment that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions of this Agreement shall be severable. This Assignment shall be governed by the laws of the State of Illinois.

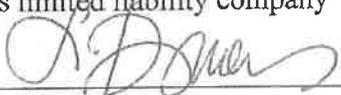
5. Nothing herein shall be construed so as to modify the obligations of any guarantor of the Lease. All guarantors remain liable on their guarantees.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

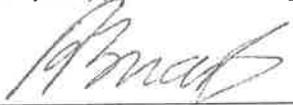
ASSIGNEE:

Grand Duke's Restaurant LLC  
An Illinois limited liability company

By:   
Laura Bucas, Manager

ASSIGNOR:

Lietuvele, Inc., an Illinois corporation

By:   
Andrius Bucas, President

AGREEMENT TO ASSIGNMENT

The undersigned as Guarantors hereby consent to the above assignment.

Sign:   
Print: Laura Bucas

Sign:   
Print: Andrius Bucas

Sign:   
Print: Edvinas Balciunas

AGREEMENT TO ASSIGNMENT

The undersigned as Landlord hereby consents to the above assignment.

  
John Wojdyla

aw AB,  
y.w. EB.  
20th UB

LEASE OF LAND AND BUILDING

THIS LEASE AGREEMENT (the "Lease") is made this ~~17~~ 20<sup>th</sup> day of April 2018, by and between "Chicago Title & Trust No. 500237-~~04~~" ("Landlord"), and "Lietuvele Inc." an Illinois corporation and Edvinas Balciunas ("Tenant").

500237-04 aw UB AB  
y.w. E.B.

RECITALS:

WHEREAS, Landlord is the owner of certain real property which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Landlord has agreed to lease to Tenant the Property, together with all buildings and improvements located thereon and all rights appurtenant thereto (collectively, the "Premises"); and

WHEREAS, Tenant has agreed to lease the Premises from Landlord upon the terms and conditions as stated in this Lease.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which is acknowledged by each, the parties hereby agree as follows:

**SECTION 1**  
**PARTIES**

1.1 Landlord. Landlord warrants that it owns the Premises and has full right and power to execute and deliver this Lease without the consent or agreement of any other person, and that those persons executing this Lease on behalf of Landlord have the right and power to execute and deliver this Lease.

1.2 Tenant. Tenant warrants that Tenant has full right and power to execute and deliver this Lease without the consent or agreement of any other person, and that those persons who have executed and delivered this Lease have the authority and power to execute this Lease on Tenant's behalf and deliver this Lease to Landlord.

**SECTION 2**  
**PREMISES**

2.1 Premises. Landlord leases to Tenant and Tenant hereby accepts possession of the Premises from Landlord.

**SECTION 3**  
**TERM AND OPTION TO EXTEND**

3.1 Term. April 20, 2018 is the "Lease Commencement Date". April 19, 2023 is the "Lease Termination Date" which date may be extended as hereinafter provided. The period of time from and including the Lease Commencement Date through the Lease Termination Date is the Initial Term. The Initial Term, together with any exercised Extension Term (hereinafter defined) are collectively the "Term". Landlord shall deliver to Tenant possession of the Premises on the Lease Commencement Date.

aw y.w. AB E.B. UB

4.4 Security Deposit. Not later than the Lease Commencement Date, Tenant will deposit with Landlord the sum of [REDACTED] as security for the full and faithful performance of every provision of this Lease to be performed by Tenant and every obligation of Tenant owing Landlord. If Tenant shall fully and faithfully perform every obligation of Tenant owing Landlord and every provision of this Lease to be performed by Tenant, the security deposit or any balance thereof shall be returned to Tenant (or at Landlord's option to the last assignee of Tenant's interest hereunder) without interest within thirty (30) days after the expiration of the Term and Tenant's vacation of the Premises. In no event shall the Security Deposit be deemed to be an advance payment of rent.

## SECTION 5

### USE, COMPLIANCE WITH LAWS AND MAINTENANCE AND REPAIRS

5.1 Use of Premises. Tenant shall have the right to use the Premises as a full service restaurant/banquet facility with a full liquor license and for no other purpose. Tenant shall not commit waste on the Premises and shall not use the Premises for any unlawful or improper purpose or for any purpose which may constitute a nuisance, public or private, or increase Landlord's rate of insurance nor suffer any dangerous article to be brought on the Premises. Tenant shall have the option, should local ordinances allow, to have video gaming devices pursuant to the Video Gaming Act of 2009.

5.2 Condition of the Premises. Landlord delivers the Premises to Tenant as-is, where-is without representation or warranty; and to include:

- (a) Exit requirements as required by local ordinance upon Commencement Date; does not apply after Tenant Construction or due to a change of ordinance at a future date.
- (b) Dedicated electrical service containing a minimum of 200 amps at 208 volts.
- (c) Adequate water/sewer to operate a restaurant pursuant to local ordinance.
- (d) RTU's operational.
- (e) Sprinkler System / Fire Suppression System as required by local ordinance including any required strobe lights/emergency lights and pull stations.
- (f) Fully functional HVAC system with ductwork sufficient to service the Premises.
- (g) Dumpster enclosure with doors sufficient to hold dumpsters.

5.3 Compliance with Laws. Tenant shall, promptly and effectively comply with all laws, regulations, rules, ordinances, orders and requirements of any public official or governmental or quasi-governmental agency or authority pertaining to Tenant's use and occupancy or the Premises.

5.4 Maintenance and Repairs by Tenant. Except as otherwise provided in Section 5.5 below, throughout the Term, Tenant shall, at Tenant's sole cost and expense:

(1) Keep the Premises, the utility facilities servicing the Premises, all improvements located thereon, the fixtures attached thereto and Landlord's PFFE in good order, condition and repair and shall make or cause to be made all repairs to correct any damage thereto and provide for the regular maintenance thereof so as to prevent damage thereto; with the following exceptions ("CAM Exclusions"):

- (a) Roof repairs to the Premises
- (b) Structural defects of the Premises
- (c) Blacktop/paving repairs of the Premises
- (d) Water/sewer lines throughout the Premises
- (e) HVAC (except as defined further)

In the event Tenant, owners, employees, agents, contractors or invitees caused an adverse impact to the aforementioned CAM Exclusions out of omissions, acts or willful negligence, then the Tenant will be financially responsible for associated repairs. This includes but is not limited to events such as sewer blockages due to grease

AW J. L. AB E. B. UB



# MENU

**Welcome to Grand Dukes Restaurant!**

Our food is home style  
Lithuanian American comfort food.

We pride ourselves  
in preparing up to 99%  
of the menu from scratch.

There are occasions when,  
due to our high standards,  
we may be out of your favorite dish  
for the day but we will most assuredly  
have it on your next visit.

We look forward  
to serving you and your family!



# APPETIZERS



## COMBO OF AGED MEATS AND RIPE CHEESES 18.99

Combination of smoked sausages and hams, Blue Glacier, Gouda, Truffle cheese, Pesto, mixed olives, onion chutney, toasted French bread



## BRUSCHETTA 8.99

Guacamole, Chorizo, cherry tomatoes, roasted corn on toasted French bread



## HOMEMADE MEAT POCKETS WITH CHICKEN BROTH 9.99

Deep fried pastry, filled with ground veal, pork and beef

## CHICKEN LIVER PATE 10.99

Fresh crafted chicken liver pate, caramelized onions, tomato marmalade, Dijon mustard, cornichon pickles, rye bread



## POTATO PANCAKES WITH DUCK 9.99

Two savory potato pancakes served with shredded duck and sour cream



## FRIED BREAD HILL WITH CHEESE 8.99

Pieces of fried Lithuanian rye topped with melted garlic cheese

8.99

## LOADED BBQ PULLED PORK FRIES 10.99

French fries loaded with BBQ pulled pork, melted garlic and cheese sauce, purple onions and green scallions

## NOBELMEN'S HERRING 10.99

Marinated herring, pickled beets, fried potato sausage, egg crumbs and sour cream

10.99



## SMOKED CHICKEN WINGS \$10.99

House smoked wings served with carrots, celery and BBQ or Parmesan garlic sauce



# HOMEMADE SOUPS & SALADS



## MALIBU SALAD 11.99

Mixed greens, roasted corn, mandarins, red peppers, tomatoes, red onions, avocado, mango vinaigrette dressing

WITH GRILLED CHICKEN 13.99

WITH GRILLED SHREDDED DUCK 15.99

WITH GRILLED SALMON 16.99

## KALE & DUCK SALAD 12.99

Heirloom tomatoes, Blue Glacier cheese, shredded duck and parmesan almonds



## ROASTED BEET SALAD 11.99

Yellow & red beets, mixed greens, pistachios, balsamic glaze, fried goat cheese



## BURRATA SALAD 13.99

Burrata cheese, caper and olive tapenade, pesto, marinated yellow tomatoes, balsamic glaze, toasted French bread



## HOUSE SALAD 6.99

Mixed greens, cherry tomatoes, cucumbers, bell peppers, carrots, red onion, choice of dressing

## DRESSINGS

Balsamic Vinaigrette  
Ranch  
Mango Vinaigrette  
Caesar



## SOUP OF THE DAY CUP 3.99 BOWL 5.99

Ask your server for today's chef creation



## CREAMY WILD MUSHROOM & BARLEY SOUP CUP 3.99 BOWL 5.99



## BORSCHT WITH MEATBALLS CUP 3.99 BOWL 5.99



## SAUERKRAUT WITH PORK CUP 3.99 BOWL 5.99



## COLD RED BEET SOUP CUP 3.99 BOWL 5.99

# GOURMET SANDWICHES AND BURGERS

Add House Salad or a Cup of Soup for \$1.99

## BBQ PULLED PORK SANDWICH

11.99

Our homemade pulled pork, served on Brioche bun with coleslaw, pickle and French fries

## OPEN STEAK SANDWICH

15.99

6oz New York Strip topped with crispy onions. Served on French bread with house salad and French fries



## CALIFORNIA CHICKEN SANDWICH

11.99

Grilled chicken breast, guacamole, spicy mayo, aged Gouda cheese, mixed greens, tomatoes. Served on a Brioche bun with coleslaw, pickle and French fries

## DUKES BURGER

11.99

Grilled 8 oz Angus beef burger, mixed greens, tomatoes, Dukes burger sauce, pickle, coleslaw and French fries. Served on a Brioche bun



### BUILD IT BETTER!

Create your own burger masterpiece by adding the ingredients:

Bacon \$1.50

Sautéed wild mushrooms \$1

Fried egg \$1

Guacamole \$1.50

BBQ sauce \$ .50

Sauerkraut \$1

Crispy onions \$1.50

Chorizo \$1.50

Cheeses \$1:

American, White Cheddar, Blue Glacier cheese, aged Gouda, Truffle Cheddar

# COMBINATION PLATTERS

Add House Salad or a Cup of Soup for \$1.99

## LITHUANIAN COMBO PLATE

17.99

Kugelis, one Zeppelin, potato sausage and homemade sausage with sauerkraut, bacon bits and sour cream

## POLISH COMBO PLATE

17.99

Stuffed cabbage, smoked Polish sausage with sauerkraut, 3 potato pancakes, sour cream

## BAVARIAN PLATE

19.99

Stuffed cabbage, homemade pork sausage, pork schnitzel, mashed potatoes and sauerkraut

## DUMPLING COMBO PLATE

15.99

Pork, mushroom and potato dumplings, served with bacon bits, wild mushroom sauce and creamy onion & leek sauce





# POTATO DISHES AND DUMPLINGS

Add House Salad  
or a Cup of Soup for \$1.99

**TRADITIONAL ZEPPELINS** 11.99  
Zeppelins with meat served with bacon bits and sour cream



**FRIED ZEPPELINS** 11.99  
Traditional zeppelins with meat filling deep fried and served with bacon bits and sour cream

**KUGELIS** 11.99  
Thick potato cake baked in the oven. Served with bacon bits and sour cream

**POTATO PANCAKES WITH MEAT** 11.99  
Potato pancakes filled with ground pork. Served with bacon bits and sour cream



**SAMOGITIAN PANCAKES** 12.99  
Mashed potato pancakes with meat filling served with bacon bits and sour cream

**BAKED POTATO SAUSAGE** 12.99  
Served with bacon bits and sour cream



**POTATO PANCAKES** 10.49  
6 delicious golden brown pancakes served with sour cream and apple sauce



**SIBERIAN DUMPLINGS** 10.99  
Boiled pork dumplings served with bacon bits and sour cream

**PIEROGI WITH MUSHROOMS** 13.99  
Pan seared mushroom pierogi topped with wild mushroom sauce and sour cream

**PIEROGI WITH POTATOES & ONIONS** 12.99  
Pan seared pierogi with potato and onion filling served with creamy caramelized onion and leek sauce



# MEAT DISHES

Add House Salad or  
a Cup of Soup for \$1.99

## NEW YORK STRIP 19.99

12 oz New York Strip topped with garlic roasted Heirloom tomatoes, served with French fries



## VEAL SCHNITZEL 16.99

Breaded veal cutlet topped with fried egg and caper-butter sauce. Served with mashed potatoes and seasonal vegetable medley



## EUROPEAN STYLE PORK TENDERLOIN 14.99

Pork tenderloin lightly dusted in flour and egg, melted Truffle Cheddar cheese. Served with mashed potatoes, seasonal vegetable medley and wild mushroom sauce

## HUNGARIAN GOULASH 15.99

Traditional stew with Hungarian paprika, red bell peppers, mushrooms. Served with potato pancakes, pickle and sour cream

## MEAT LOAF 13.99

Homemade meatloaf served over mashed potatoes, wild mushroom sauce and seasonal vegetable medley

## LAMB SHANK 18.99

Braised lamb shank, Herb demi-glaze, mashed potatoes and roasted vegetables



## STUFFED CABBAGE 13.99

Cabbage stuffed with pork, beef and rice, sweet tomato gravy, mashed potatoes



## SCHWEINSHAXEN 16.99

Pork hock smoked and braised in natural juices, crisped to perfection. Served with roasted potatoes, sauerkraut and horseradish sauce



## TOMMAHAWK PORK CHOP 21.99

12 oz. pork chop rubbed with hickory molasses, char broiled and served on smoking hay, with mashed potatoes, dried fruit sauce and seasonal vegetable medley



## PORK SHASHLIK 17.99

Tender pieces of marinated pork, grilled vegetables, wild rice mix, creamy cucumber salad and homemade kebab sauce

## CHICKEN DISHES

*Add House Salad or a Cup of Soup for \$1.99*



### ROASTED 1/2 DUCK 18.99

Half duck with citrus glaze, roasted potatoes and sauerkraut



### CHICKEN "VILNIUS" 13.99

Breaded chicken breast, creamy sundried tomato and spinach sauce, roasted potatoes, seasonal vegetable medley



### CHICKEN KIEV 15.99

Breaded tenderized chicken breast rolled in herb butter and served with mashed potatoes, sautéed wild mushroom sauce, cornichon pickles



### CHICKEN SHASHLIK 16.99

Tender pieces of marinated chicken, grilled vegetables, buckwheat medley, creamy cucumber salad and homemade kebob sauce



## FISH DISHES

*Add House Salad or a Cup of Soup for \$1.99*

### OVEN BAKED COD 18.99

Cod topped with Crab Royal and baked in Napoli and chorizo sauce. Served with mashed potatoes and Kale salad



### SALMON WITH PISTACHIO AND MUSTARD CRUST 19.99

Served with mashed potatoes, caper dill butter sauce



### BROOK TROUT 19.99

Brook trout topped with Heirloom tomatoes, leek and white wine sauce. Served over wild rice mix and sautéed spinach

# DESSERTS



**"SPURGOS" 8.00**

Lithuanian Curd Cheese Doughnuts, Served with Vanilla Sauce, Nutella & Strawberry Marmalade

**TINGINYS "LAZY CAKE" 7.00**

Duo of Tinginys with Caramel Sauce & Vanilla Whipped Cream



**NAPOLEON CAKE 7.00**

Layers of Puff Pastry & Vanilla Pastry Cream with Cranberry Jam

**CRÊPE SUZETTE 9.00**

Caramelized Orange, Grand Marnier Sauce, Vanilla Whipped Cream

**SWEETENED CREAM CREPES 8.00**

Strawberry Sauce, Vanilla Whipped Cream



**HONEY CAKE 8.00**

Moist Cake Baked with Clove Honey & Layered with a Whipped Sour Cream Frosting

**TWO SCOOPS OF SORBET OR TWO SCOOPS OF VANILLA BEAN ICE CREAM 4.00**

# COFFEE & TEA

**COFFEE "LAVAZZA" 3.00**

**CAPPUCCINO 5.00**

**CAFÉ MOCHA 5.00**

**CAFÉ LATTE 4.00**

**CARAMEL LATTE 5.00**

**ESPRESSO 3.00**

**DOPPIO 4.00**

**BAILEY'S COFFEE 7.00**

"Lavazza" Coffee, Bailey's Liqueur, Vanilla whipped Cream

**"PARIS" COFFEE 8.00**

"Lavazza" Coffee, Grand Marnier, Kahlua, Vanilla whipped Cream

**BLACK TEA SELECTION 5.00**

Organic Darjeeling Estate, Organic Earl Grey, Orange Juice

**GREEN TEA SELECTION 5.00**

Organic Green Dragon, Marrakesh Mint Green Tea, Cherry Lemon Green Tea

**HERBAL INFUSION TEA SELECTION 5.00**

Organic African Nectar, Chamomile Citrus, Wild Berry Hibiscus

# GRAND DUKE'S RESTAURANT OLD VILNIUS CAFE



# EMPLOYEE HANDBOOK



### Employee Acknowledgement Form

I, \_\_\_\_\_ hereby confirm that I have read the "Employee Handbook" and understand that it describes the conduct and behavior expected of me as an employee of **Old Vilnius Cafe**.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_



### Employee Acknowledgement Form

I, \_\_\_\_\_ hereby confirm that I have read the "Employee Handbook" and understand that it describes the conduct and behavior expected of me as an employee of Grand Duke's Restaurant and Deli Inc.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

## INTRODUCTORY STATEMENT

This handbook is designed to acquaint you with Grand Dukes/ Old Vilnius Cafe and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by Grand Dukes/ Old Vilnius Cafe to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

It should be recognized that no handbook can be complete in every detail. Nor is the information in the handbook applicable to every case. Circumstances may arise in which Grand Dukes/ Old Vilnius Cafe determines that changes are required in these guidelines, policies and procedures. For this reason, Grand Dukes/ Old Vilnius Cafe/ Old Vilnius Cafe reserves the right to revise, supplement, or cancel any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion, and to take action which may be contrary to a guideline, policy or procedure set forth in the handbook. Employees will, of course, be notified of such changes to the handbook.

## NATURE OF EMPLOYMENT (AT WILL EMPLOYMENT)

Employment with Grand Dukes/ Old Vilnius Cafe is voluntarily entered into, and the employee is free to resign at will any time, with or without cause. Similarly, Grand Dukes/ Old Vilnius Cafe may terminate the employment relationship at will at any time, with or without notice or cause.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between Grand Dukes/ Old Vilnius Cafe and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or canceled at any time, at Grand Dukes/ Old Vilnius Cafe' sole discretion.

All representations by any manager or other employee of the company that conflict in any way with anything set forth in this handbook are invalid unless specifically agreed to in writing by the President of the Company. This handbook supersedes all prior oral and written policies, procedures, rules, and regulations, commitments and practices by the Company.

## ORIENTATION PERIOD

It is important that each of us understand the role we play on the team. During your 14-day orientation we will demonstrate to you our standards and what we expect of you. We will give you the opportunity to work with some of Grand Dukes/ Old Vilnius Cafe best team players. We will coach you to develop the skills you need to succeed. What we ask of you is to keep an open mind and listen carefully. Take full advantage of your training and do your best to meet the challenge. During this same period, we have the opportunity to observe your skills, abilities, attendance and potential for contributing to our success. If necessary, your orientation period may be extended to further develop the skills of the rest of your team will count on for support. We believe our training will give you valuable work experience that will help you succeed in any setting.

## EQUAL EMPLOYMENT OPPORTUNITY

It is a fundamental policy of Grand Dukes/ Old Vilnius Cafe not to discriminate on the basis of race, color, religion, sex, national origin, age, handicap or disability, with respect to recruitment, hiring, training, promotion and other terms and conditions of employment. It is the policy of the Company to base decisions on employment solely upon an individual's qualifications relating to the requirements of the position for which the individual is being considered; recruit, hire, and promote the best qualified persons for all jobs without regard to race, color, religion, sex, sexual orientation, marital status, national origin, age, handicap or disability. We also ensure that all personnel actions such as compensation, benefits, transfers, layoffs, Company-sponsored training, promotions, terminations and disciplinary actions are applied equally.

## IMMIGRATION LAW COMPLIANCE

Grand Dukes/ Old Vilnius Cafe is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Grand Dukes/ Old Vilnius Cafe within the past three years, or if their previous I-9 is no longer retained or valid.

Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## TEAM EXPECTATIONS

Before discussing our specific service sequence, let's first talk about the expectations of the entire Grand Duke's team:

- ***Have a great attitude***

A great day starts with a GREAT ATTITUDE! It is important to always be positive while in public. A guest can always see your attitude in your face or in the way you act, even if you are not their server. We hired you because you are friendly, competent, fun, energetic, enthusiastic and caring. We believe all of you have a great attitude and will always show enthusiasm while in the restaurant. Remember, a smile is considered part of your uniform-wear it everyday!

- ***Show great teamwork and standards of excellence***

While working in a restaurant it is important to remember that you are always “on stage”: always smiling, friendly, making eye contact, watching your body language or hand movements. We are also part of a team so we should be greeting guests that walk in the door, and answering the phones and saying farewell to all of our guests as they are leaving. If another table should happen to ask you for help or ask for their server, it is impressive for you to simply say, “How may I help you?” Never say, “It’s not my job,” or “This is not my station”.

- ***Be in perfect uniform everyday***

Guests can tell a lot about you by your appearance. Take the extra time to press your shirt and pants. Make sure your shoes are clean and not scuffed. A professional image is an important part of our standard service.

- ***Meet or beat scheduled in-times***

Nothing can be more disruptive to the “flow” of the restaurant than tardiness. Your teammates, not just the managers, rely on you to be on time. When one person is late, someone else on the team has to pick up the workload, and that can negatively affect the guest.

- ***Be well groomed everyday***

Being well groomed is important to guests as well as your co-workers. As a server you should come to work showered, with your hair combed, and tied; clean shaven (male), and your make-up done (female). The last thing a guest wants to see is their server in the restroom grooming themselves.

- ***Show the great service that our guests expect***

Always care for our guests, acknowledging everyone/anyone, denying no one. Always let the guest have the right of way, and treat each guest the way they want to be treated, or better. Our goal should always be to exceed expectations of guests.

## APPEARANCE AND GROOMING

Remember our guests come here for a great dining experience; you and your appearance are a major factor in that outcome. For all employees, the basic grooming standards apply.

- Shower before coming to work.

- Facial hair must be clean-shaven or fully-grown in. Mustaches and beards/goatees must be neatly trimmed.
- Change uniform shirt daily and change pants when they get dirty.
- Hair must be neat, professional. If below the collar, it must be pulled back and out of the face. Hair restraints (scrunches, barrettes, etc.) must be black, white, or neutral color.
- Jewelry is to be kept to a minimum. Necklaces, if worn, must not be visible. No more than two rings per hand. Wedding sets count as one ring. One watch is allowed, but must be tight-fitted, not dangling. Nail polish needs to be all one color, well kept, no chipped areas. Bracelets may not be worn.
- No visible piercing except the ear lobes. No more than three earrings in each ear, small hoops are acceptable. Any earring must be no longer than a nickel. No dangling earrings allowed. All facial and tongue piercing must be removed, no plugs will be allowed. No visible tattoos.
- No items visible in shirt pockets (cigarettes, lighter). Check presenters and dessert menus are the exception.
- **Personal pagers and cell phones are not permitted at any time while on duty.**
- Jackets, shirts, pants, shoes and aprons must be clean, unwrinkled and stain free.
- Any part of the uniform that becomes stained, torn, missing buttons or frayed must be replaced before the shift. Under garments must not be visible.

### *Specific uniform for Servers, Bartenders, and Buss Boys*

- Black slacks, no patch pockets, **no denim, no capris**. A black belt must be worn if pants have belt loops.
- NEVER wear sweaters while serving customers.
- Grand Dukes/ Old Vilnius Cafe issued T-shirt.
- Shoes must be black, no eye-catching signs, brand names, or different color patterns on the shoes, non-skid and not open toed.

Management is responsible for maintaining the Grand Dukes/ Old Vilnius Cafe image and therefore reserves the right to define what choices of appearance and grooming (i.e. hygiene, hairstyles, facial hair and jewelry) are acceptable and appropriately reflects the Grand Dukes/ Old Vilnius Cafe image as described in the guidelines above.

## **EMPLOYEE CONDUCT AND WORK RULES**

As an employee, it is important for you to know what personal conduct is expected of you while on the job. In most instances, your own good judgment will tell you what the right thing to do is.

In addition to complying with Company policies and job specific requirements, you are also expected to obey the rules and regulations of Grand Dukes/ Old Vilnius Cafe job sites. If your performance does not meet position requirements, you may be subject to disciplinary action, up to and including immediate termination, with or without notice, and with or without cause at any time.

The following are examples of conduct prohibited by Company policy:

The following examples are not intended to constitute a complete and exhaustive list of prohibited conduct. In addition, the Company reserves the right to change the examples listed below at any time with or without notice. While discipline for standard violations will follow a progressive disciplinary procedure, the Company reserves the right to implement discipline in accordance with the grievousness of the violation. Violations of these or any other Company policies may subject you to disciplinary action, up to and including immediate termination:

1. Theft, fraud, embezzlement or other proven acts of dishonesty.
2. Any harassment of another employee (verbal, physical, or visual), including sexual harassment such as offensive gestures, unwelcome advances, jokes, touching, or comments of a sexual nature made to or about another employee, vendor or customer.
3. Obtaining employment or promotion on the basis of false or misleading information.
4. Soliciting or accepting gifts (money, services or merchandise) in connection with Company business.
5. Reporting for work under the influence of alcohol or any illegal substances; or possession, sale or distribution of alcohol or illegal substances while on Company premises or abusing such items while representing the Company or conducting Company business.
6. Engaging in unauthorized employment elsewhere while on paid benefits related to illness, or while on an extended absence.
7. Assisting anyone, whom you know or suspect to be involved in, or committing any crime or engaging in any conduct which rises to the level of a crime.
8. Falsifying Company documents or records, including misuse of timekeeping records, or falsely inputting payment data.
9. Insubordination, meaning refusing to follow legitimate instructions of a superior directly related to performance of one's job.
10. Disrupting the work environment.
11. Excessive absenteeism or unacceptable patterns of absenteeism.
12. Repeatedly failing to use a time-clock as directed.
13. Job abandonment, meaning the failure to report to work without properly notifying one's immediate supervisor, or leaving a job assignment prior to completion of your responsibilities.
14. Conduct that is likely to cause another employee, customer or vendor of the Company embarrassment, loss of dignity, feelings of intimidation, or loss of opportunity, including all forms of discrimination and harassment.
15. Unauthorized use of Company or customer supplies, information, equipment, funds, or computer codes/passwords.
16. Refusing to repay documented overpayment of any compensation.

17. Possessing firearms or weapons while on Company premises or carrying them while on Company business; or threatening the personal safety of fellow employees, customers, or vendors.
18. Committing any act, on or off the Company's premises, which threatens or is potentially threatening to the reputation of the Company or any of its employees, customers, or vendors.
19. Repeatedly working overtime without the approval of a supervisor or manager.
20. Repeatedly failing to meet job responsibilities, job budget or quality requirements.

## COMMUNICATION

Misunderstandings or conflicts can arise in any organization. If you have a question or a complaint or are bothered by a job-related situation, you should first speak with your immediate supervisor or manager. This is usually the best way to seek resolution of problems and is a matter of professional courtesy. If, however, the issue is not resolved, you are encouraged to bring your concern to the next level of management.

Should your concern not be satisfactorily addressed or be one that you would rather not discuss with your immediate supervisor or within your own department, you should contact the owner of Grand Dukes/ Old Vilnius Cafe. They will advise and counsel you on a wide range of issues, as well as clarify and answer questions regarding Human Resources policies, and are responsible for investigating all grievances brought to the Company's attention.

Here are some of the steps you should take when needing to resolve a problem:

1. Make an appointment to discuss the problem with your immediate supervisor at a time that will not affect the operation of the store.
2. Present your facts in a calm, professional manner.
3. Allow your supervisor time to research the problem. If needed, your supervisor will schedule a time to give you his/her recommendations.
4. Keep an open mind, listen to his/her suggestions and focus on a solution.
5. If you are not satisfied with your immediate supervisor's solution, then you may approach another manager (repeating steps 1 to 4).

**\*\*\* REMEMBER:** If you have a problem and you don't share it, it remains your problem. If you discuss your problem with the appropriate people, we can be partners in the solution.

## PROGRESSIVE DISCIPLINE GUIDELINES

Grand Dukes/ Old Vilnius Cafe has created a “Four Step” system of progressive discipline guidelines to ensure that all employees are treated in a fair and consistent manner excludes any influence by race, creed, color, religion, gender, age, national origin, sexual orientation, or marital status.

This procedure is designed to change or improve the behavior and performance of the employee involved. In most cases, termination results only after every step in the discipline process has been followed; however, when the violation is severe enough, it may warrant immediate termination.

When an employee is asked to sign a warning as an acknowledgment, it is not an admission of guilt. It is merely a receipt of the notice. If she/he disagrees with the warning, she/he may write comments on the warning form. Warnings are then placed in the employee’s file for future reference.

### **Progressive Discipline consists of:**

1. **A friendly reminder**, given the first time an employee’s performance or behavior is not up to standard or the employee committed a minor infraction.
2. **A verbal/first written warning**, used the second time an employee commits a minor infraction or the first time a serious violation of policy is committed.
3. **A second written warning**, given to an employee who commits a third violation or when the violation is very severe. This warning is particularly serious because it is the final notice to the employee that she/he may be terminated for any further infractions.
4. **Involuntary termination**, used when all other steps in progressive discipline have failed to correct the unacceptable behavior or when gross misconduct warrants immediate termination.

## ACCESS TO PERSONNEL FILES

The Company recognizes and respects the information contained in employee records. Certain information about you as a member of the organization is essential for the Human Resources department and departments that affect payroll. Your family status, home address and telephone number must be correct and current. Be sure to tell your manager whenever this information changes.

In response to valid requests to verify employment, for business references, or for credit purposes, the company will release employment status, i.e., active or terminated, job title, and dates of employment. Additional information regarding employment will be released upon

written authorization from the employee. Additional information may also be released pursuant to subpoena or other legal obligation.

You may, in the course of your work, have access to information about the Company, other employees or customers, which is confidential. This information is not to be revealed to anyone other than in the normal course of conducting your duties and responsibilities. Disclosure of such information is prohibited and could result in disciplinary action, up to and including termination of employment.

## EMPLOYMENT APPLICATIONS

Grand Dukes/ Old Vilnius Cafe relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omission in any of this information or data may result in Grand Dukes/ Old Vilnius Cafe exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

## WORK SCHEDULES

Work schedules for employees vary throughout our organization. Written schedules are posted no later than Sunday at 5PM for the following week. It is the responsibility of the employee to know his/her schedule and to report to work accordingly. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Schedule requests must be posted on Grand Dukes/ Old Vilnius Cafe Employee vacation calendar a week prior to requested day. Vacations of a week or more must be requested in person with office manager. **Requests are not a guarantee of time off.**

## TIP DECLARATION

Federal Law requires all directly and indirectly tipped employees to declare 100% of their tips using the POS computer terminal at the end of each shift. It is the responsibility of the employee to declare his/her own tips; it cannot be done for you.

## EMPLOYEE MEAL BENEFITS and OTHER DISCOUNTS

Employees are entitled to special meal discounts while actively employed with Grand Dukes/ Old Vilnius Cafe. All shift meals must be consumed on the premises and are not to be carried out. All food taken to go will be discounted at the carry-out rate. Discounts may not be given during peak rushes.

### **On Duty:**

-All of the food that you eat on duty should be entered into the computer and then an appropriate discount should be applied (see below). Please write a note on the ticket that the food is for you when you punch it in the computer.

- No food can be taken without a ticket.
- At the end of the day, you have to turn in your food ticket with your day report.

All employees: One meal per work day discounted at 100%, except for the following:

Entrees: \$10 and up discounted at \$10, difference has to be paid by employee

Appetizers: \$4.99 and up discounted at 50%

Dessert: \$4.99 and up discounted at 50%

One meal after work: discounted at 50%

Drinks: Discounted at 100% except for the following:

**Bottled drinks and espresso, latte, cappuccino - discounted at 25%** (must be entered into computer)

**Juice (other than from the fountain) and fresh squeezed juice - discounted at 50%** (must be entered into computer; please squeeze the juice yourself)

**Alcoholic beverages after work - discounted at 50%** (must be entered into computer. You have to be punched out and finished with your work)

### **Off Duty:**

All employees: If your bill does not exceed \$50 your discount is 50%. Anything over \$50.01 is 25% but not more than \$25 off entire bill.

### **Carry-Out:**

The food must be purchased at the deli or through your own register. Please keep the receipt with your purchase if you bought it from deli, or bring it with your daily report if you purchase it through your own register.

Prepared Food: 50% off anything to go up to \$20.00, otherwise \$10.00.

Except: Dukes specialties and Chargrilled dishes: 25% off.

Bakery goods: 25% off our baked goods except for pre ordered cakes discount is 15%

Food packages: 10% off the entire bill.

Food from the Store: 25% off anything.

Alcohol from the Store: 10% off anything.

### **Other Discounts:**

City of Summit Police and Fire Station: 50 % off the entire bill.

Other Police officers and Fire Stations: 20 % off the entire bill.

## ABSENTEEISM

### Family and Medical Leave Act (FMLA) of 1993 – Basic Information

- Requires the Company to grant eligible employees time off from work, up to 12 weeks within a 12-month period, for medical and family care purposes as defined by FMLA. An eligible employee is one who has been employed by the Company at least 12 months and worked a minimum of 1250 hours of service during the 12 months prior to the leave of absence.

- An FMLA absence may be taken for:
  - a. an employee's own serious health condition that renders the employee unable to perform his or her job
  - b. care of his or her parent, spouse or child with a serious health condition.
  - c. care of a newborn or newly-placed adopted or foster child.
- Any absence of four or more days for a reason covered under FMLA will normally be counted as FMLA Time, retroactive to the first day of the absence.
- Where the need for FMLA leave is foreseeable, as for planned medical treatments, the Company should be notified thirty days in advance or as soon as the employee knows that he or she will miss work. Failure to comply with any of the notice or medical certification requirements of this policy may result in delay or forfeiture of FMLA rights
- FMLA time off is unpaid.
  - d. Employees will be required to use all but three days of applicable time-off benefits available while on leave.
  - e. Employees may use all applicable time-off benefits available while on leave.
  - f. The use of benefit days does not extend the FMLA entitlement, but provides a way to turn some of the leave into paid time off if the employee has earned paid-time off available.
- If a serious medical condition requires an employee to take FMLA Time intermittently or to work on a reduced schedule to care for him/herself, a parent, a spouse, or a child, such leave may be requested. A Medical Certification form is required stating the necessity for this type of absence.
- Should an intermittent leave or reduced work schedule become necessary, the Company may require you to transfer temporarily to another job (with equivalent pay and benefits) that better accommodates this type of scheduling.

The Company, at its discretion, may require other medical opinions, as well as additional medical certifications during the absence.

### Personal Leave of Absence

- In special cases where it becomes necessary for an employee to take a leave of absence that is not covered by FMLA, the employee may request a personal leave of absence.
- Request for personal leave does not mean automatic approval.
- Personal leaves of absence must be approved by the owner of Grand Dukes/ Old Vilnius Cafe.
- If the leave is granted, the employee will be required to use all applicable time-off benefits during the requested period of leave.
- See the manager for the request form.

## Workers Compensation Leave of Absence

- Workers' Compensation Insurance protects you in the event of injury or illness resulting directly from work. When a claim is approved, this insurance generally covers most medical bills, provides a statutory benefit payment that varies by State, as well as a death benefit. Any benefit received from Workers' Compensation Insurance is used as an offset to any benefit payable from the Company.
- You must notify your supervisor and the executive office immediately if you are injured on the job.
- All workers' compensation leaves of absence that also qualify under the FMLA will count against the 12 week FMLA entitlement. Additional leave may be permitted for employees injured at work.

## SAFETY AND SECURITY

One of the greatest accomplishments of the Grand Dukes/ Old Vilnius Cafe team has been an excellent safety record. You must support this record by following all government and company safety guidelines and by doing all you can to maintain a safe workplace.

<p><b>Accident Prevention</b></p>	<ul style="list-style-type: none"> <li>-Walk, don't run in the restaurant.</li> <li>-Wear proper non-slip footwear.</li> <li>-Be aware of each other and make your presence known.</li> <li>- Only use equipment you've been trained and authorized to use.</li> <li>-Stack and handle materials in a safe manner.</li> <li>-Keep aisles and passageways clear.</li> <li>-Pick up debris and wipe up spills that can cause people to slip.</li> <li>-Report all safety hazards immediately.</li> <li>-Practice safe work habits; no horseplay is tolerated!</li> <li>-Encourage others to follow safe work practices.</li> <li>Know where the first aid kit is located in your store.</li> <li>(NOTE: Do not dispense medications to guests.)</li> </ul>
<p><b>Handling Hazardous Materials</b></p>	<ul style="list-style-type: none"> <li>-Follow instructions for use of equipment and chemicals.</li> <li>-Do not use chemicals that you have not been trained to use.</li> <li>-Read labels and use all cleaning chemicals as directed.</li> <li>-Never mix chemicals.</li> <li>-Ask your supervisor about proper use of equipment or chemicals that are unfamiliar.</li> <li>-Learn how to handle spills/accidents.</li> <li>-Know how, where and when to get help.</li> <li>-Wear correct protective clothing.</li> </ul>
<p><b>Personal Safety</b></p>	<ul style="list-style-type: none"> <li>-Watch for unusual activity around your store. Tell your manager if you observe a suspicious person.</li> <li>-Never count money in public, it gives people a reason to steal from you.</li> <li>-Keep all doors closed and locked before opening and after closing.</li> </ul>

	<ul style="list-style-type: none"> <li>-Before leaving, remove your Grand Dukes/ Old Vilnius Cafe aprons or other items of your uniform to identify you as a target.</li> <li>-Leave in pairs or call building security where available.</li> <li>-Exit from well lit doorways.</li> <li>-Park by the school or if you have a parking sticker, you can park across the street.</li> </ul>
<b>In Case of Fire</b>	<ul style="list-style-type: none"> <li>-Be ready! Know where the fire extinguishers and fire alarms are located.</li> <li>-Stay calm.</li> <li>-Evacuate the building immediately.</li> <li>-Meet in back of the building and wait for management instructions.</li> </ul>
<b>Computer Use and Security</b>	<ul style="list-style-type: none"> <li>-All employees are responsible for maintaining all computer and electronic communications machines in excellent condition (i.e., P.O.S. systems, PC systems, telephones, modems, fax machines and copiers, e-mail and voicemail).</li> <li>-Grand Dukes/ Old Vilnius Cafe equipment is to be used for business purposes only.</li> <li>-Any work/data originating on Grand Dukes/ Old Vilnius Cafe equipment is considered confidential and property of Grand Dukes/ Old Vilnius Cafe, and will be treated as such.</li> </ul>
<b>Natural Disaster (earthquakes, floods, hurricanes)</b>	<ul style="list-style-type: none"> <li>-Stay calm.</li> <li>-Take immediate cover to protect yourself.</li> <li>- When danger has passed, assist those that require first aid. Do not attempt to move seriously injured people unless they are in immediate danger.</li> <li>-Reduce and avoid hazards.</li> <li>-Meet in designated area and wait for instructions from management.</li> </ul>
<b>Reporting Accidents and Injuries</b>	<ul style="list-style-type: none"> <li>-If an employee is injured on the job, she/he must notify the manager on-duty immediately, no matter how minor the injury.</li> <li>-Employees must be sure their injury is documented on an Employer's First Report Injury form, especially if treatment is required or a worker's compensation claim</li> </ul>

	<p>is to be made.</p> <ul style="list-style-type: none"> <li>-If a guest is injured, show a serious concern and notify the manager-on-duty immediately, whether the guest wants you to or not.</li> <li>-Do not admit liability or assume responsibility on behalf of yourself or the restaurant. Avoid discussing the incident with other guests or relating similar situations.</li> <li>-Assist your manager in filling out the incident report by collecting accurate facts, names of witnesses to the accident or by calling help if the manager requests it.</li> </ul>
<p><b>Grand Dukes/ Old Vilnius Cafe Security</b></p>	<ul style="list-style-type: none"> <li>-All employees are asked to use designated doors to enter or exit.</li> <li>-A limited number of lockers will be provided for daily use. Servers, bartenders, and hostess should come dressed and ready for work.</li> <li>-Lockers are the property of Grand Dukes/ Old Vilnius Cafe and management reserves the right to search lockers at any time.</li> <li>-Avoid bringing valuables to work.</li> <li>-Lost and found items must be turned in to the manager-on-duty.</li> <li>-Inquiries about items should be directed to the manager.</li> <li>-Management reserves the right to inspect any parcels and bags of employees entering and leaving the premises, for the safety and welfare of the company and its employees.</li> </ul>
<p><b>Know How to React to a Robbery</b></p>	<ul style="list-style-type: none"> <li>-Grand Dukes/ Old Vilnius Cafe' first concern is for your personal safety. Do not play hero in a situation that puts the safety of you and people around you at risk.</li> <li>-Stay calm.</li> <li>-Do what the robber instructs you to do.</li> <li>-Give whatever money or valuables are demanded.</li> <li>-After the robber has left, call the police.</li> <li>-Discuss the incident only with your manager.</li> </ul>

## ATTENDANCE AND PUNCTUALITY

Grand Dukes/ Old Vilnius Cafe places a high value on attendance. We expect and need employees to be at work on time on their scheduled workdays. Regular attendance and punctuality are important because they affect an employee's productivity and ability to meet goals, standards, and deadlines. Absent employees adversely affect Company morale since co-workers must absorb the absent employee's workload in addition to their own. Consequently, the level of service we provide to our customers is diminished. Our policy is to address and correct attendance patterns that are especially counterproductive and disruptive, while tolerating normal patterns of absences caused by occasional illness, emergencies, etc.

### Absence Notification Policy

Failure to comply with the following notification requirements may subject an employee to corrective action or termination.

- ◆ If it becomes necessary for an employee to miss work, they are required to notify their supervisor at least two days in advance or as soon as possible.
  - First-shift employees must call or notify their supervisor at least two days in advance.
  - Second-shift employees must call their manager and the office at least two days in advance.
  - When calling in, you must state why you are absent, and leave a phone number you can be reached at for questions regarding your job.
- ◆ Where the need for absence is foreseeable, as for planned medical treatments, the Company should be notified thirty days in advance or as soon as the employee knows that he or she will miss work.
- ◆ "No Call No Shows" will be considered job abandonment.

## BREAKS

All Grand Dukes/ Old Vilnius Cafe employees are entitled to two 15 minute breaks during their shift. You should let your other coworkers know when you go on a break so they can cover for you. During this break you may use your phone or smoke outside of the restaurant; however, you may not leave the premises. Please do not take your breaks during peak hours.

## HARASSMENT POLICY

The Company is committed to providing its employees with a productive work environment, which is free of intimidation and harassment, whether based on race, color, religion, age, gender, national origin, disability, sexual orientation or marital status. To ensure that no employee is subjected to such harassment, the Company strictly prohibits any offensive or unwelcome physical, written, or spoken conduct regarding any person's race, color, religion, age, gender, national origin, disability, handicap, sexual orientation or marital status.

In particular, sexual harassment includes unwelcome sexual advances or requests for sexual favors or acts, unwanted touching or intimacy, insulting or degrading sexual remarks or conduct epithets, slurs, or negative stereotyping based on gender and the posting or display of sexually offensive or degrading material in the workplace. No company manager or supervisor has the authority to engage in such conduct and/or to alter an employee's terms or condition of employment based on the employee's refusal to submit to such conduct. The Company strictly prohibits its managers, supervisors and other employees from implying or suggesting that an applicant or employee's submission to or refusal to submit to sexual advances or participation in such sexual conduct is a condition of continued employment or receipt of any job benefit. All complaints of harassment are serious and an appropriate investigation of complaints will be conducted. All Company employees must continue to act responsibly to help establish a comfortable working environment free from harassment. All employees are encouraged to raise questions they may have regarding these issues directly with a member of the executive team. There will be no retaliation or reprisals of any kind against anyone who has raised any concern about sexual harassment and discrimination.

### **COMPLAINT RESOLUTION PROCEDURE**

Any employee who believes he/she has been the subject of any form of harassment should tell the harasser that his/her conduct is unwelcome and bring it to the attention of any manager. Likewise, any employee who believes that he/she is being discriminated against because other employees are receiving favored treatment in exchange for sexual favors, must bring this to the attention of a manager. The very nature of harassment may make it virtually impossible to detect unless the employee being harassed registers a complaint with one of the Company representatives. Regardless of who receives the initial report, the matter will be immediately addressed and handled as appropriately.

A confidential investigation of all allegations will be promptly undertaken and all persons will be treated respectfully. A record of complaint and the findings will become a part of the complaint investigation file. This file is maintained separately from any staff member's personnel file. Registering a complaint will in no way be used against an employee, nor will it have any adverse impact on the complaining individual's employment.

## **DISCIPLINARY ACTION**

After an appropriate investigation, any Company employee who is found to have violated this policy will be subject to disciplinary measures. Disciplinary actions can range from documented warning up to and including termination of employment, depending on the evidence uncovered in the investigation and the nature and severity of the offense. A written record of each action taken pursuant to this policy will be placed in the employee's personnel file. The record will reflect the conduct/alleged conduct and the disciplinary measure imposed, if any.

## **RELATIONSHIPS**

### **Relationships with Our Customers**

It is important to realize that we compete with many competitors. Competitors frequently call on our customers asking for their business. A customer will only change services when their impression of our service becomes less positive than their impression of a competitor. Impressions are constantly changed and formed by every contact the customer has with our service. Every time our customer hears or sees anything having to do with Grand Dukes/ Old Vilnius Cafe, it strengthens or changes their perception of our Company.

When our customers give us their business, they have great expectations and a very positive impression of our service. It is up to each employee to fulfill these expectations and build a lasting impression. We must consider the quality and professionalism in every aspect of what we do and say. Our reputation is your future. Internal problems should be discussed with management, not the customer. At one time or another we all become frustrated as a result of our own internal problems. These problems may result from a period of high turnover, administrative backlog, or simply because of human error. However, when we communicate these inefficiencies to our customers, we only lose our credibility.

### **Relationships with Other Employees**

Grand Dukes/ Old Vilnius Cafe seeks to foster and maintain a productive and healthy working environment. This can only be accomplished through the cooperation of our employees. Employees should treat each other with mutual respect. Our policy and Company philosophy is simply to treat others in the manner you would want to be treated. If you or any other employee is treated with disrespect, it should be reported to your manager.

### **Relationships with Our Competitors**

Grand Dukes/ Old Vilnius Cafe requires every employee to adhere to the highest standard of ethical business conduct. Our most valuable asset is our good name. In order to compete effectively and fairly in the marketplace with our many competitors, Grand Dukes/ Old Vilnius Cafe must remain alert to changes in services and products offered to the public by our competitors. Employees may not, however, seek to gain this information improperly. For example, it is prohibited to hire an employee of a

competitor to gain access to that competitor's trade secrets or proprietary information. Similarly, an employee or former employee is prohibited from providing such confidential information to our competitors. Both federal and state law prohibits conspiracies or agreements that unreasonably restrain trade. Formal or informal understandings or agreements between competitors concerning the pricing of services or limitations on the output of services are unlawful and may not be discussed by an employee with any competitor.

## SANITATION

It is every Grand Dukes/ Old Vilnius Cafe employee's responsibility to follow proper sanitation procedures, and maintain clean, healthy conditions in the restaurants. This will help prevent outbreaks of food-borne illness that could jeopardize Grand Dukes/ Old Vilnius Cafe' and your future.

- Keep hands and fingernails clean. Obey hand washing signs posted in the restrooms and make use of soap, sanitizer and paper towels.
- Always wash hands with soap before touching ready to consume foods (bread, fruit, etc.) and before handling silverware
- If unable to wash hands, employees MUST use tongs, gloves or tissue. NO EXCEPTIONS.
- Practice double washing techniques: after washing your hands in the restrooms, wash them again when you return to the kitchen or to your station.
- Maintain clean and tidy restrooms.
- Wear clean uniforms. Keep your hair pulled back off your shoulders.
- Avoid habits like touching your nose, face or hair when handling food.
- Handle tableware in a sanitary manner (e.g., do not touch the rims of glasses).
- Maintain clean dining areas and workstations by wiping and sanitizing with clean towels rinsed in bleach water.
- Always clean the countertops in the kitchen and always cut on plastic cutting boards-never on the white countertop itself. Wash and disinfect the cutting board after each use.
- Never leave personal belongings (sweaters, purses, cell phones) in the dining area.
- After eating, always clear the table of all items.
- Keep the food covered.
- Ensure food is kept at safe temperatures. Frozen food should be held below 0 degrees, cold foods between 35 degrees and 40 degrees and hot food above 140 degrees.
- Presoak silverware before washing. (Prevent injury by using a separate tub for knives). Assist the dishwasher by sorting and stacking tableware.
- Close open doors to avoid insects and rodents from entering the building.

## SMOKING

Our restaurant is smoke-free. To maintain a professional appearance, there is no smoking allowed by any employee or manager of the company anywhere in the restaurant, public restrooms or employee restrooms. This policy is in effect whether the restaurant is open or closed. Employees wishing to smoke may do so during their approved breaks, off the clock, out of uniform, away from company premises and out of sight of guests. Upon returning from a smoke break, employees are to wash their hands before returning to work.

## USE OF DRUGS AND ALCOHOL

The Company has a vital interest in maintaining safe, healthful, efficient working conditions for its employees. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user but also to all those who work with the user. The possession, use or sale of an illegal drug or alcohol in the workplace may also pose unacceptable risks for safe, healthful and efficient operations.

The Company recognizes that its own health and future are dependent upon the physical and psychological health of its employees. Accordingly, it is the right, obligation and intent of the Company to maintain a safe, healthful and efficient working environment for all of its employees and to protect Company property, vehicles, equipment and operations. No employee may use, possess, manufacture, distribute, transfer, purchase, sell, or be under the influence of any alcohol or illegal drugs while on Company property, while on duty, or while operating vehicle or machine leased or owned by, or in the possession, custody or control of, the Company. Violation of this policy may lead to disciplinary action, including suspension without pay or discharge, even for a first offense.

Grand Dukes/ Old Vilnius Cafe has established the following policy with regard to use, possession or sale of alcohol or drugs.

### **POLICY**

- **New Employee Screening**  
The Company will screen new employees to prevent employing individuals who use illegal drugs or individuals whose use of legal drugs or alcohol indicates a potential for impaired or unsafe job performance.
- **On-the-Job Use, Possession or Sale of Drugs or Alcohol**  
**- Alcohol**  
Being under the influence of alcohol by any employee while performing Company business, while in a Company facility, or while using Company's vehicle is prohibited.

### **-Illegal Drugs**

The use, sale, purchase, transfer or possession of an illegal drug by any employee while in a Company facility or while performing Company business is prohibited. The presence in any detectable amount of any illegal drug in an employee while performing Company business or while a Company facility or Company vehicle is prohibited.

- **Disciplinary Action**

Violation of this Policy can result in disciplinary action, up to and including termination, even for a first offense.

- **Searches**

The Company may conduct unannounced searches for illegal drugs or alcohol in Company facilities and Company vehicles. Employees are expected to cooperate in the conducting of such searches.

Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee or employees are in violation of this Policy.

Searches of employees and their personal property may otherwise be conducted when circumstances or workplace conditions justify them.

An employee's consent to search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination, even for a first refusal.

Searches of a Company facilities and property can be conducted at any time and do not have to be based on reasonable suspicion.

- **Drug and Alcohol Screening**

The Company will require a blood test, urinalysis, or other drug/alcohol screening where there is reasonable suspicion that an employee is under the influence of an illegal drug or alcohol or is involved in the use, sale, purchase, transfer or possession of any illegal drug on any Company premises. An employee's consent to submit to such a test is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination, for a first refusal or any subsequent refusal.

Any employee may submit to one re-test, at the employee's own expense.

## PAYCHECKS

Paychecks are distributed every two weeks on Friday, after 3:00 p.m. If a payday falls on a holiday, checks can be picked up the next business day. Another person may pick up your paycheck for you only when you have given written authorization in advance to your manager and it is approved by your manager. Managers are not able to cash payroll checks, personal checks, offer pay advances or loans. Employees must inform their managers of change of address, marital status or other personal information that affects their pay prior to the end of the current pay cycle.

## ADMINISTRATIVE PAY CORRECTIONS

Grand Dukes/ Old Vilnius Cafe takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of your manager so that corrections can be made as quickly as possible. Lost paychecks may be replaced at a \$30 charge. You must promptly inform your manager of a lost check so a stop payment may be made. Stop payments may take up to 7 days to be processed. A replacement check will not be issued until the stop payment has been processed, approved and is complete.

## PAY DEDUCTIONS AND SETOFFS

The law requires that Grand Dukes/ Old Vilnius Cafe make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. Grand Dukes/ Old Vilnius Cafe must also deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base". Grand Dukes/ Old Vilnius Cafe matches the amount of Social Security taxes paid by each employee. Pay setoffs are pay deductions taken by Grand Dukes/ Old Vilnius Cafe, usually to help pay off a debt or obligation to Grand Dukes/ Old Vilnius Cafe or others. If you have questions concerning deductions made from your paycheck or how they were calculated, your manager can assist in answering your questions.

## TERMINATION

At Grand Dukes/ Old Vilnius Cafe employees have "at-will" employment relationship which means both the employee and Grand Dukes have an equal right to end their employment at any time, for any reason, without prior notice. No employee or other company representative can modify this policy in any manner nor enter into any agreement that is contrary to this policy unless it is in writing and signed by the President of the Company. Apart from at-will policy and those policies required by law, Grand Dukes/ Old Vilnius Cafe may modify or change its policies or practices at any time without notice. Employees who wish to resign for personal reasons are asked to give as much notice as possible. This courtesy and respect for Grand Dukes/ Old Vilnius Cafe'

business needs affects the employee's final status and eligibility for re-hire. There may be occasions when, in managements' judgment, circumstances require a temporary or permanent rescheduling of work and/or a temporary or permanent layoff. In that event, management shall decide which employees will be laid off, retained, transferred and/or have their hours adjusted based upon the company's needs. At the time of termination, all Grand Dukes/ Old Vilnius Cafe property (e.g. uniforms, tools, keys, etc.) must be returned or the cost of each item will be deducted from the employee's final paycheck.

## USE OF CELL PHONES AND TELEPHONES

**Employees cannot use their cell phones to talk or to text message while on duty. All cell phones must be turned off when employee arrives to work and should be kept in the lockers.** Emergency phone calls should be made through the work phone. All other personal use of the work phone for outgoing calls, including local calls, is not permitted at any time within the restaurant while on duty. On duty employees may not receive phone calls through the work phone. If a call is received, a message is to be taken and relayed promptly to the employee.

## OFF DUTY CONDUCT

Employees are welcome to enjoy Grand Dukes/ Old Vilnius Cafe as a guest and use their employee discount. We simply ask that you comply with the standards of behavior and dress that we ask of our guests. Also, the rules of conduct for on-duty employees apply to off-duty employees while on the premises. The Company is always concerned with the image we present to our guests; therefore, the following rules apply:

- Off-duty employees are not permitted in the back of the house, behind the retail counter or bar.
- Employees (of legal age) are allowed to consume alcoholic beverages at Grand Dukes/ Old Vilnius Cafe.
- Employees are never permitted to consume alcohol while wearing any Grand Dukes/ Old Vilnius Cafe uniform.
- Off-duty employees will enter and leave by the front door only.
- Employees are to be out of the restaurant when "last call" is given.
- Please remember your presence reflects on the Company and on yourself.

## THE VISION OF GREAT SERVICE

Walking through the door of our restaurant is a stimulating experience. All of these senses are engaged. The room is visually exciting and the “energy” of the space is alive and high! The aroma of delicious food is in the air. People all around the room look like they are having a great time. Great eye contact and a smile greet the guests as they walk through the door. Guests are led to their table at a comfortable pace. The host pulls out a chair and waits until all of the guests are seated and then hands them the menu. The eye contact continues as the host wishes an enjoyable meal.

A server greets the table **immediately**. He looks great, makes great eye contact and introduces himself by name. He “engages” the table as he leads them through the menu with professional ease. Throughout the dining experience, drinks and food arrive with a sense of timing that is seamless. The correct item is placed in front of each guest without asking. The table is always clean, never a trace of crumbs or paper, plates are cleared before the next course arrives. Share plates, silverware, napkins, and anything else that is needed seem to appear at just the right moment. Whenever there is a question about the menu the server answers with ease about the ingredients and guides the guest toward great choices.

Throughout the meal, the guest has not once wanted for anything. All of their needs were met without effort. The lighting and music are not even noticeable, just enjoyable. A sense of well being at the table exists as the guests enjoy their food and the company that they are sitting with. The guest has lost all sense of time and while they are with us, their world has been perfect.

This is what our guests experience when they visit Grand Dukes/ Old Vilnius Cafe. And you are a major part of delivering that experience.

## GRAND DUKES/ OLD VILNIUS CAFE RECIPE FOR GREAT SERVICE

It's no secret. It's all about knowledge, organization, and a positive outlook. Think of yourself as the director, the host for a party. You represent Grand Dukes/ Old Vilnius Cafe in the eyes of your guests. Your responsibility is to know what your guests need (before they even realize they need it) and when to be of assistance. You should be constantly looking for signals and acting upon them. Be in control of yourself and the tables.

At Grand Dukes/ Old Vilnius Cafe we are proud of the food we serve. As a server, you are taking that great product and combining it with great service to give your guests an experience. You give your guests a reason to return over and over again.

Think of your role as the key contact for the company, our representative. Because you have the most contact, you assume the role of one of the most critical players in our guests' experience. Thus, we rely upon you to "guide" the guest through the whole experience and ensure that it is a fantastic one. Your role includes educating them on Grand Dukes/ Old Vilnius Cafe, suggesting items off our menu, answering questions and communicating with the rest of the team to ensure a quality experience is delivered to each guest every time they frequent one of our establishments. You are NOT an order taker: you are selling the entire experience. To our guests, you ARE Grand Dukes/ Old Vilnius Cafe.

### **Your role as a Grand Duke Server is to:**

- Present a professional image for Grand Dukes/ Old Vilnius Cafe
- Give a warm, friendly welcome to the restaurant
- Conduct prompt, attentive table service
- Guide our guests through the experience. Make the experience comfortable and fun
- Ensure the delivery of high quality food to the tables
- Solve any problems or issues that may arise. Where possible, prevent such
- Maintain a comfortable, clutter-free table and area

### **Your Mission:**

- ◆ **Deliver great food and service experience-** Your caring and attentiveness will ultimately decide the overall quality of your guest's meal.
- ◆ **Know your products-** You wouldn't buy a car from someone who couldn't explain how the car ran. Guests won't take your suggestions if they don't have confidence in your knowledge. Challenge yourself to learn and know the food. Eat it as often as you can and try different foods each day.

- ◆ **Anticipate your guests' needs-** Use your senses and observation skills to know when your guests may need you, either right before or quickly after they realize it.
- ◆ **Connect with your guests-** Read your guests; get to know what they are looking for in you and this experience.

## SEQUENCE OF EVENTS

The experience begins with following a service sequence that is professional, informative, and fun for the guests. Here is an overview of the steps. Each step will be explained in more detail.

1. Greet the Guest/ Take the Beverage order (and appetizer order if ready)
2. Deliver Beverages/ Take the Appetizer order (if not done so already)
3. Take the food order
4. Deliver the appetizers
5. Deliver the entrees
6. Check Back
7. Time for Dessert and Coffee
8. Deliver the Check
9. Thank your guests

## OPTIMUM SERVICE TIMES

Greeting:	1 – 3 minutes
Soft Drinks and Ice tea:	1 – 3 minutes
Bar Beverage Delivery:	3 – 5 minutes
Appetizer Delivery:	5 – 7 minutes
Entrée Delivery:	3 – 7 minutes after appetizers have been finished <b><u>OR</u></b> 10 – 25 minutes (lunch) <b><u>OR</u></b> 12 – 30 minutes (dinner)
Check Back:	2 minutes or 2 bites
Dessert Delivery:	5 – 7 minutes
Coffee Delivery:	1 – 3 minutes
Run Charge/ Make Change	2 – 3 minutes

## GREET THE GUEST

First impressions are very important. They are important to you when you first meet someone and they are important to your guests when they meet you. When you first approach a table, you are making your most important impression on the guest. Your expression, mood and body language in those first few moments will set your guest's impression of you; this impression is hard to change once it is made, so make it great!

### *Key steps of the greeting:*

- Acknowledge the guest (say "Hello") within 1 – 3 minutes of arriving
- Introduce yourself by name
- Place beverage napkins in front of each guest and ask if they would like some water
- Ask if they are first time guests
- Give a brief overview of the menu
- Inform them of the Daily Specials
- Specifically suggests a beverage (drink of the month) and take the drink order
- Specifically suggest an appetizer and take the appetizer order if guest is ready or in a hurry. If not, you can take it when you return with the beverages.

You should acknowledge your guests immediately when they are seated. **All tables should be acknowledged within one minute of arriving at their table.** If you are on your way to a new table and you cannot stop at that moment, let them know you will be right with them. The table must receive a full greeting within **three** minutes. Therefore, if you realize you will be tied up for longer, send a manager or fellow server to the table to greet them.

As you first approach your table, you should have beverage napkins in your hand and be ready to begin. Place a napkin in front of each guest as you greet the guest. This does two things: it signals to the host and manager that the table has been greeted and it creates ease when you return with the beverages. Welcome your guests to Grand Dukes/ Old Vilnius Cafe, introduce yourself, and put the sequence of events into motion. Here are a few variations, so you don't start sounding like a broken record:

*"Hi! Welcome to Grand Dukes/ Old Vilnius Cafe! I'm Kristina and I'll be your server this evening.*

*Have you ever been here before?"*

*"Hi! How are you this evening? My name is Kristina, and I'll be your server. Is this your first visit to Grand Dukes/ Old Vilnius Cafe?"*

*"Hi! How is everyone tonight? I'm Kristina and I'll be taking care of you. Have you ever eaten at Grand Dukes/ Old Vilnius Cafe?"*

This question is a MUST for every party, as well as introducing yourself by name. It determines which direction you take them for the rest of their meal. In order to get to know your guests, you have to talk to them. And you don't have to act- just be yourself. Don't use dialog that doesn't suit you. We've developed some scripted examples of what to say to

provide you with a guide. Find phrases that are polite, appropriate, and that are YOU. Remember, you are here because of who you are. We want that to come across.

### **FIRST TIME GUESTS**

If they have never eaten here before, start with a brief overview of the menu and the restaurant. You need to explain to the guests that this restaurant offers a variety of food choices. The entire menu does not need to be explained here, unless the guest specifically asks for more clarification or information. Use the menu as a prop to explain the menu:

***“We are a Lithuanian restaurant. We specialize in traditional Lithuanian potato dishes, but also offer a large variety of pork, beef, and chicken entrees. Everything in our menu is made from scratch and is made to order.”***

Keeping this part brief prevents you from overwhelming the guest with too much information up front. There is a lot of information to digest in the first 3 minutes of our sequence of service.

At this point you would suggest a **drink of the month**. This is our house specialty and is to be recommended to every table.

***“Would you like to start off with a (drink of the month)? It is this month’s special, and it’s one of the best mixed drinks you will ever taste!”***

Take the beverage order. Be prepared with suggestions for non-alcoholic beverages if they are not interested in alcohol. Our fresh-squeezed juices are great. Steer clear from offering ice tea or soda. All restaurants carry those, and if a guest wants one, they’ll order one. It’s not necessary to suggest any of these.

At this point, you should also see if your guests would like an appetizer. Many times, people will be starving when they sit down, especially if they have been waiting for their table. They would love to know that there is food on the way. They also may be in a hurry. We don’t, however, want to come across as being pushy or aggressive. Approach the topic in a manner that does not feel like we are trying to “turn tables quickly.” We would *like* to get an appetizer order at this time, but a guest may not be quite ready. You cannot assume one way or another... you cannot assume they do want one just as you should not assume that they don’t. Also do not assume that they will be upset or feel rushed if you make a recommendation. Remember, the guest dictates the service, so if it’s too early for them, don’t push it. But it’s not pushy to give them ideas to think about. Recommendations are up to you... pick a favorite, let them know what is most popular and be ready to change it up here and there, so you don’t find yourself saying the same thing over and over again.

***“Great! I’ll go ahead and get your drinks. If you’re interesting in starting with an appetizer, I would highly recommend our American Combo plate or Lithuanian Snack plate to start with (using menu as a prop, direct guest to take the appetizer section). I could put an appetizer order in right away for you, or I could take that when I return***

*with your drinks.*” (if the guest decides to order an appetizer at this time, take that order; if not, go and order the drinks).

Putting it all together, the initial greeting sounds something like this:

*“Hi! Welcome to Grand Dukes/ Old Vilnius Cafe! How are you doing this evening? My name is Kristina and I’ll be your server. Have you ever eaten here before? No? Well, let me tell you a little bit about our restaurant. We are a Lithuanian restaurant. We specialize in traditional Lithuanian potato dishes, but also offer a large variety of pork, beef, and chicken entrees. Everything in our menu is made from scratch and is made to order. Please take a look at the menu and I will answer any questions you may have when I return with your drinks. We make awesome (drink of the month). Would you like to start with one of those? Great! I’ll get your drinks while you look over the menu. If you’re interested in starting with an appetizer, I would highly recommend our Combo plate or our Lithuanian snack. (using menu as a prop, direct guest to the appetizer section). I could put an appetizer order in right away for you, or I could take that when I return with your drinks.”*

## RETURNING GUESTS

If a guest has been to Grand Dukes/ Old Vilnius Cafe before, you would take a little different approach on your first visit to the table. You would not need to give an overview of the menu; however, the rest of the greeting would be the same. Acknowledge the guest if you recognize him/her from a previous visit. It makes people feel special and important (and valued) to be remembered as a guest.

***“Hi! Welcome to Grand Dukes/ Old Vilnius Cafe! I’m Kristina and I’ll be your server this evening. Have you even been here before?”***

(Answer is yes)

***“Great, well, welcome back. Just to let you know, our Daily Specials are up to date, be sure and check it out to see if there’s something new you would like to try. Would you like to start with a (drink of the month)? They are really good!”***

The appetizer suggestion works the same way, however if they are return guests, there is a good chance that they have an idea of what they would like.

***“I’ll get your drinks for you. If you’re interested in starting with an appetizer, I would highly recommend the American Combo or the Lithuanian Snack to start with. I could put an appetizer order in right away for you, or I could take that when I return with your drinks.”***

Putting it all together, the initial greeting sounds something like this:

***“Hi! Welcome to Grand Dukes/ Old Vilnius Cafe! How are you doing this evening? My name is Kristina and I’ll be your server. Have you ever eaten here before? Yes? Great! Welcome back. Make sure you look over our Daily Specials as well as our regular menu. Would you like to start with Grand Duke’s special (drink of the month)? Great! I’ll get your drinks while you look over the menu. If you’re interested in starting with an appetizer, I would highly recommend the American Combo or Lithuanian Snack to start with. I would put an appetizer order in right away for you, or I could take that when I return with your drinks.”***

***Note regarding children:*** If there are children at the table, always offer to take the food order for the children and get that started **before** leaving to get drinks. Many parents would like the option of feeding their children first, and it is thoughtful to ask up front. Again, never assume anything- always ask. Some parents would prefer to eat together. Allow the guest to choose.

## DELIVER THE BEVERAGES

As they say in comedy, it's the delivery that truly counts. You can sell, recommend, and be as friendly as possible, but if you don't deliver, you've lost your audience. It is true with service as well. Once you have taken the beverage order, you need to deliver it within 3 – 5 minutes. This will be the first thing brought to their table, and in most cases you have not yet taken their entrée order. You need to get something in front of them so they can start anticipating the next course.

When you deliver the drinks there are a few things to remember:

- Deliver the soft drinks within 1–3 minutes and drinks from the bar within 3-5 minutes.
- Never touch the rim of the glass or mug. Touch below the middle of the glass or the handle.
- Place straws directly in the glass. Do not carry straws in your pocket.
- Remember who got which drink.
- Place all drinks on beverage napkin (always have extra in your order book).
- **Always** use a tray to carry shots and other alcoholic beverages (this is important to avoid spills and to look professional).
- Prepare each drink correctly with the correct garnish and accompaniment.

If the guest was not ready to place an appetizer order before, ask if they have decided on an appetizer at this point.

The chart on the following page details the proper way to serve all of our drinks.

## BEVERAGE SERVICE

There are a few guidelines for beverage service to remain consistent. We have already established that every glass must have a beverage napkin underneath. This is true for all alcoholic drinks and coffee drinks. Also remember to ask if the guest would also like some water in addition to their drinks.

### **Refill procedure:**

Water	Refill with pitcher when glass is ½ full
Soda	Bring fresh glass with napkin and straw when glass is ¼ full
Coffee	Bring black coffee pot for each table of 2 people or more; If one person, refill with coffee pot when cup is ¼ full

## HAVE FUN!

Guests will have a great time when they are here. You should too! Be passionate. Our food is of the highest quality and our concept is very unique. If you are energetic, sincere and enthusiastic about your position, your guests will have a great experience and return asking for you!

Throughout your training, you will try almost every dish we have. Through our meal discounts, we encourage you to continue to eat the food you serve and sell each day. The more you keep up on the food, the better you will be at selling it and answering questions about it. The more confidence you have on the menu, the more confidence your guests will have in you! Consider “eating the food” part of your ongoing training and development. We do!

**Knowledge is Power:** know the food, be confident in the product and the fact that everyone will leave happy.

## DELIVER THE APPETIZERS

When you deliver the appetizers, inform the guests that the share plates are on the table for their use. Check back after 2 minutes or 2 bites to ensure they enjoy it. If beverages need refilling, take care of it.



## **TIMING THE FOOD**

How you ring your orders can dictate the entire meal. If you have written the orders down properly and asked all of the right questions, the time spent at the computer should be minimal.

- Use correct modifiers with special preparations. “No onions” and “dressing on the side” are modifiers that, if forgotten, will result in the food being wasted and then remade creating a longer wait for your guest.
- Read your screen before sending.
- Be aware of food times in the kitchen by keeping lines of communication open with the expeditors. You control the timing of the food by the timing of when you ring it.
- Order items as you want them together from the kitchen. For example, **do not order appetizers at the same time as the entrees if you want them to come out separately.** If food times are high and you need to order the entrees at the same time, send the appetizers, then immediately ring the entrees and send them.
- Always take the food from the kitchen as soon as possible. If you see someone else’s food, please take it to their table- **ALWAYS HELP EACH OTHER OUT!** Always take the bartender’s food. Never wait for the food to get cold!

As you practice, your comfort level will increase regarding timing and computer operation. Do not take for granted the importance of making this a skill you master.

## DELIVER THE ENTREES

When taking the order for the entrees and if steak or hamburger is ordered, remember to ask the customer how they would like their meat done. Your choices are: rare, medium rare, medium, medium well, or well done.

Some other things to remember when delivering food:

- Be sure the table has been cleared of any appetizer plates and/or soup bowls. Remove anything that is not being used. Also notice if anyone needs a beverage refill at this time.
- Take the food to the table as soon as it comes out. If you see someone else's food in the kitchen, please be kind and take it to the appropriate table. **ALWAYS HELP EACH OTHER OUT!**
- Make sure to deliver all of the food to the table at the same time. If you cannot carry everything yourself, please use carrying trays or ask other servers for help. **(Every server should be able to carry at least three plates at one time!)**
- **Always ask if there is anything else you can bring your guests.** If the answer is no, wish them an enjoyable meal.

## CHECK BACK

You should check back on your guests after 2 minutes or 2 bites have been taken. This is sufficient time for a guest to know whether they are happy with their meal or whether they need anything else.

**NEVER EVER SAY**  
*“Is everything OK?”*

Once you have tried our food, you will understand why “OK” to us means that a guest is not as happy as he/she should be. Our guests are never OK. “OK” by definition means “mediocre.” Would you ask your guests “Is everything mediocre?” Of course not! The food should be OUTSTANDING! They should be raving about their meal!

At this point, you want to make sure the guests are enjoying their meal. One of a few simple questions can give you that answer. First, make sure they have tried their food.

- How is everything?
- Is there anything else I can get for you?
- How are you doing?
- Can I get you anything else?

Listen to and watch your guests when they respond. If a guest says their food is “OK” or “fine”, they are not “wow’d” and you need to find out why. If their facial expressions tell you something is wrong, ask them what you can do. If a guest doesn’t finish his/her meal, this could be a sign that they did not enjoy their meal. “I notice you didn’t finish your Cepelina. Did you enjoy them?” Sometimes a guest truly is full. In any instance, always get a manager involved at your table if you think a guest has not fully enjoyed the experience. We will discuss service recovery later in this manual.

## TIME FOR DESSERT AND COFFEE

Your guests are just about finished with their meal. They have enjoyed their meal thoroughly and whether they know it or not, they are ready for a sweet finish to a superb meal. As you present the dessert menu, you say...

*“Are you ready for our Whipped Cream Hill? It’s a sponge-cake topped with ice-cream, covered in whipped cream, and drizzled with chocolate, strawberry syrup, and nuts. It’s really good, you should try one!”*

Or you could try:

*“If you are looking for a lighter alternative to dessert, we also have a refreshing berry cake.”*

The more descriptive you are when selling our desserts the more they sell themselves. Do not neglect to mention the desserts even when the guests talk of how full they are. As soon as a first time guest hears about the Whipped Cream Hill, it’s almost impossible to resist! Present the dessert menu to sell both dessert and hot tea. Don’t forget to offer coffee and after dinner drinks at this time.

Before delivering dessert, be sure you have cleared the table of all plates, silverware, empty glasses and waste. When delivering dessert, be sure to bring fresh flatware and clean napkin if necessary. All of our desserts are served with a teaspoon (one for each guest at the table- most likely the ones who did not order will want to try it!) Refill coffee and tea as often as necessary.

**FACT:** *Nine out of ten people actually WANT dessert, but for various reasons don’t think about it (guilt, think they’re too full, or they never ask). However, if you tempt them or simply ask, chances are they will order dessert.*

## DELIVERING THE CHECK

When the guests have clearly come to the end of their meal, **nothing** should be left on the table except unfinished beverages. The check is to be put in a check presenter and placed in the center of the table unless a guest specifically asks for it. Sometimes at lunch or if a guest has told you they are in a hurry, it is acceptable to ask if you can bring the check earlier, before they have finished their dessert. Otherwise, wait until the dishes are cleared. When you present the check, say to them:

*“I’ll take that for you whenever you are ready.”*

This tells the guests that they pay you and not a cashier. Keep an eye out for when the guest is ready to settle the check. If you don’t venture too far, you will see the guest put money or a credit card into the presenter. Most of the time, you will be able to see it sticking out. Take the check from the table, run the credit card or make change for the guest **within two minutes**. (Do not round off change.)

**Never assume the change is yours. Never ask, “Do you need change?” Say, “I’ll be right back with your change.” This is an open opportunity to allow your guest to respond to whether or not you can keep it.**

This is a crucial time to the guest. It doesn’t matter if they have been sitting at your table for two and a half hours, once they have decided they are leaving, they do not want to wait any longer. This last step in service can make or break a guest’s experience.

## PAYMENT METHODS

At Grand Dukes/ Old Vilnius Cafe we accept all major credit cards, (Visa, MasterCard, Discover) We also accept cash and Grand Dukes/ Old Vilnius Cafe gift cards. **We do not accept personal or travelers checks.**

## THANK YOUR GUESTS and INVITE THEM TO COME BACK

Here is a chance to make your last impression on your guests a lasting one. If they pay with a credit card, you can use their name when you set the check presenter down on the table. Either way, thank them in a sincere and pleasant manner.

*“Thank You, Mr. Johnson. Have a great evening!”*

Invite your guests to come back by promoting special events.

*“Please come back Friday or Saturday for live music and dancing!”*

## CHILDREN – HANDLE WITH CARE

Children are the way to a parent's heart. If we treat children well, we will make the parents' experience much more relaxing and enjoyable. Parents want to relax and enjoy their meal and see their children do the same. Our kid's menu was developed to be easy to sell. We have a burger, fries, grilled cheese - the things children like to eat. They are priced at a great value too. Here are some ways you can help:

- **Keep the children occupied:** Anything you do to keep the children occupied and reasonably quiet reduces the stress for the parents and allows them to enjoy their meal as well. We should equip all little guests with crayons and kid's menu for drawing.
- **Treat children like adults:** Regardless of age, children enjoy being talked to instead of talked about. Ask them directly:
  - ◆ For their order
  - ◆ If they are enjoying their meal
  - ◆ When clearing plates, ask if they have finished their meal

Remember, the parents are still in charge. Make sure all decisions are OK with Mom and Dad. Never offer items directly to the children that a parent may not want them to have (i.e. sodas, dessert, etc.). When it is time to offer dessert, always discuss it with the parent first.

- **Time kid's food:** Discuss the timing of kid's food with their parents. Always offer to put the children meals in first to have it sent out as soon as it comes up.
- **Buy time:** If food is taking too long or if you see a parent struggling to keep a child happy or quiet, offer to bring over a little snack for the child (i.e. veggies or fruit from the bar).
- **Be safe around children!!!**
  - ◆ Keep hot plates and beverages away from all children. Announce, "these dishes are hot" to let everyone know and inform parents you are concerned about their children. If a child's plate is hot coming from the kitchen, ask the expediter to transfer it to a cool plate.
  - ◆ Little children and toddlers like to grab at things. Keep all beverages (especially hot beverages) out of reach. Be mindful of placing plates in front of little extending arms.
  - ◆ Never pass food or beverages over children.

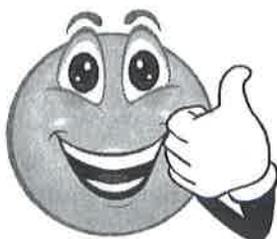
## GUEST RELATIONS

Outstanding service is a result of individual actions that are important *in the eyes of the guest*. Getting the sequence of service correct is not all there is to great service. It's just the tip of the iceberg. Where you stand apart from the other service professionals is HOW you get it right.

Here are a few things that can separate your service from that of others:

1. Treat your guests the way THEY want to be treated, not the way YOU would want to be treated. You may like to have all of your food delivered at the same time, and the check dropped while you are eating so you can leave quickly. That doesn't mean others prefer this. Read your guests to understand *their* needs. You can tell who wants to make chit chat, who is in a hurry.
2. Recognize return and/or regular guests. At some point, find out their name so you can use it one their next visit. A guest who is recognized and called by name as he/she enters the restaurant will feel great and return often.
3. Have great eye contact.
4. Have fun with your job.
5. Have fun with your guest.
6. Know the food and beverages inside and out. People are genuinely impressed when you know what you are talking about. Constantly testing yourself on the menu, eating your way around the whole menu continuously, will help you gain the edge on understanding about the food you sell everyday.

People can read YOU, too! They can sense if you like what you are doing. This is a fun, upbeat environment, and we have a lot of fun doing our job. Make sure you let that show!



## FORBIDDEN PHRASES

Listed below are six statements exhibited by some servers that guests say annoy them the most.

<b>Forbidden Phrase</b>	<b>Try Instead:</b>
“I don’t know”	“Let me find out for you”
“We can’t do that”	“I’m not sure. Let’s see what we can do.” Find an alternative solution.
“Hang on a second; I’ll be right back” or “Just a minute”	“It may take two or three minutes. Are you able to wait while I find out for you, or take care of that for you?” Wait for a response, then proceed to take care of the situation.
“No,” especially at the beginning of a sentence.	Even the word “no”, when it HAS to be used, can be turned into a positive statement.
“No problem”	As innocent as it sounds, and as cheerful as you can say it, the actual statement begins with that word “no.” Try using one of these words instead: “My pleasure.”, “ <i>Absolutely.</i> ” “I’d be happy to.”
“Honey,” “Dear,” “Hon,” “Buddy,” “Dude,” “Sweetie”	While the intent is to sound endearing to your guest, some people actually take offense at cute names. It can come across as condescending. Try to avoid them and simply stay professional. Use the guest’s name (if possible) or simply “sir” and “ma’am”.

If you notice, the end of many of the statements is “for you.” Try and use those two small words. It makes the guest feel as though your entire job revolves around what you can do FOR THEM. It can prove a very powerful tool.

Aside from the forbidden phrases, there are several other actions to steer clear of:

- Never make comments about a guest on the floor for any reason. It is rude and unacceptable. Guests find it offensive and feel uncomfortable in our restaurant. If guests overhear you talking about another guest in a side station (and they CAN hear you) they may assume you are talking about them.
- Never tell jokes that might be misconstrued. We want to laugh with our guests and make them feel lighthearted, however sometimes a joke that we may find OK may be offensive to a guest.
- Never ever make a judgment about a table, such as how much you will run or how much they are going to leave you. When you make a judgment like this, whether it is out loud or to yourself, it will automatically affect your service and how you respond to a table.

While it is important for you to talk to our guests and interact with them, we must not forget that listening is important as well. Always wait for a response when talking with any guest. Always follow through with your table.

Our goal is to ensure that everyone who has any contact with our business will leave happy, fulfilled, full, and will have only positive things to say about us. Word of mouth is the best marketing tool around!

## SERVICE RECOVERY

Things don't always work out right. It's simply the law of averages. No matter how hard you try for perfection, sometimes you make a mistake. Sometimes your guest is wrong. Sometimes the situation is out of your control. Sometimes your patience is tested. And it is up to you to pass that test!

When things go wrong, you have an even better chance of making a lasting impression on your guests. Giving them a great experience will keep them coming back for more and telling others. Correcting a problem and going the extra mile to show that it's not just your JOB to give them a great experience, you actually CARE about that experience will make them loyal to you in more ways than you can imagine.

*"Customers don't expect you to be perfect. They DO expect you to fix things when they go wrong."*

*- Donald Porter  
Senior VP, British Airways*

No matter what goes wrong, you can always recover. That doesn't mean you can always make the problem go away, but you can turn the incident around to benefit the guest and make them leave happy and satisfied that you did your best. They WILL be back. If you ignore the problem, because it is unfixable, it doesn't matter how much they love your restaurant and how loyal they have been in the past- they might NOT be back.

### UNHAPPY GUESTS WHO WOULD RETURN IF:

They had a problem, did not complain	37 %
Complained, problem not resolved	46 %
Complained, problem resolved	70 %
Complained problem resolved quickly	95 %

### **Treat every complaint as an Opportunity!**

Every time a guest complains it is an opportunity for us to make a guest happier than they might have been had everything been perfect. When someone complains it gives us an opportunity to show how great our service is and how far we will go to please our guests and show them they are really #1 in our eyes.

Our managers walk the floor the entire meal period, visiting tables, assisting you and others with their job. One of a manager's main function is guest relations. When there is a problem at a table, big or small, a manager must be informed. We send a message to the guest that we take their concern seriously, and they respond positively when a manager visits their table to ensure they are happy.

Do not spend energy or time explaining who was at fault for the problem. The guest does not want to hear it, and you do not win any points when you point the finger at others on your team.

- Fix problems on the spot. If a guest is unhappy with something, create a solution immediately. *Always inform a manager of the situation.*
- If there is a problem with something on the table (wrong dish, foreign object in the food) take the item away immediately.
- Do not avoid your table if there is a problem. This will only make the situation worse. You should go for the recovery- it WILL make a difference.
- Keep your guests informed. If an order is taking too long, do not avoid the table. Let them know the kitchen is running behind and an approximate time when their food will be ready.
- Ensure quality of all guests' food. If something doesn't look right, inform the kitchen manager and DO NOT SERVE IT.

*Do not fix blame... Fix problem*

*-Japanese saying*

When recovering from a bad situation with a guest it is always important to remember the triple A process:

**Acknowledge-** Always acknowledge the guests concerns and show them that you understand. Guests want to know that you have heard them and you are going to do something to fix the situation. Do not avoid the issue or the guest even though it may be uncomfortable for you to approach the situation.

**Apologize-** Guests also want to know that you care and that you truly are sorry for their inconvenience whether or not it is your fault.

**Act-** Take immediate action to fix the problem. Remove any unsatisfactory food or drinks. Make certain that a manager is aware of the situation and communicate with him/her what you as a team are doing to resolve the issue.

Here are some common issues that can arise, accompanied by how to handle the situation:

<b>Situation</b>	<b>Solution</b>
A guest tells you that they ordered a different dish than what you just served him/her.	<ol style="list-style-type: none"> <li>1. Apologize.</li> <li>2. Ask the guest what they ordered.</li> <li>3. If that indeed is not what they got, take the dish away immediately.</li> <li>4. Reorder the correct dish.</li> <li>5. Tell the expediter to rush the order and explain why.</li> <li>6. Inform a manager immediately to do a table visit.</li> </ol>
Guest finds a foreign object in the food.	<ol style="list-style-type: none"> <li>1. Apologize.</li> <li>2. Take the dish away immediately.</li> <li>3. Ask the guest if they would like it remade or order something else.</li> <li>4. If another order is placed, reorder the dish.</li> <li>5. Tell the expediter to rush the order and explain why.</li> <li>6. Inform a manager immediately to do a table visit.</li> </ol>
Guest complains that the food is taking a long time.	<ol style="list-style-type: none"> <li>1. Apologize.</li> <li>2. Tell them you will check on the status of the order.</li> <li>3. Ask the expediter how much longer on the order (be sensitive, patient, and professional in your approach, he/she is busy also).</li> <li>4. Inform the guest how much longer it may be.</li> <li>5. Inform a manager immediately to do a table visit.</li> </ol>
A guest does not like his/her dish.	<ol style="list-style-type: none"> <li>1. Apologize.</li> <li>2. Take the dish away immediately.</li> <li>3. Ask the guest if they would like to order something else.</li> <li>4. If another order is placed, reorder the dish.</li> <li>5. Tell the expediter to rush the order and explain why.</li> <li>6. Inform a manager immediately to do a table visit.</li> </ol>

## TABLE MAINTENANCE

The food is great; you've been great with suggestive selling and anticipating needs. There is one area that completes the experience, and that is table maintenance. Without good table maintenance, all of your hard work could go unnoticed. Guests will have a difficult time enjoying each phase of the meal if the remnants of the past phases remain on the table too long. This means the finished appetizer plates and/or empty glasses. You have to take the time to not just get their food out to them, but to get the empty plates away from them. This is critical part of the dining experience for the guest. Great table maintenance is clearing dishes and glasses, as they become empty and unused. It is refilling beverages before the glass is empty and before the guest asks. It is clearing appetizers and share plates and bringing new share plates if needed for the next course. It is being on top of the table at all times.

The following is a list of the items that some guests may find offensive or in the way. Keep them in mind and remove them when you see them. This will make your job easier and the guest's experience more pleasant. This is pre-bussing.

- Empty sugar packets
- Dishes with napkins in them (that's a sure sign they have finished their meal)
- Dishes with silverware stacked on them (ditto!)
- Napkins or trash on the floor
- Food on the floor
- Half-full or empty glasses
- Soiled or wet beverage napkins

**Every trip you make to the table is an opportunity for you to take something away or clean up around the table.** Take advantage of these opportunities to save you time and make the guest's experience more enjoyable. Great organizational skills will help you master table maintenance.

- Full hands in, full hands out.
- On your way to the kitchen or side stand, look at all of your tables:
  - Table 7 needs more water
  - Table 16 needs a refill on diet coke
  - Table 2 asked me for more dressing
  - Table 10 asked for his check
- You can take care of all 4 of these things on the same trip back out.

## YOUR BUSSER, YOUR TEAMMATE

Your bussers are responsible for supporting you in your service to our guests. You in turn help support them. First and foremost, we must always treat our bussers with the same respect we treat our guests and managers. They are important to you and without them, you would not be able to do your job.

Some of the things they take care of for you:

- Clear, wipe and set the tables for the next table turn.
- Keep ice stocked in the bus stations.
- Take bus tubs back to the dish area and return empty bus tubs for your dishes.
- Refill waters.
- Help you pre-bus tables.

As you can see, most of what they do for you, you can sometimes do for yourself. The more you do, the more gets done for the guest.

## GRAND DUKES/ OLD VILNIUS CAFE ALCOHOL AWARENESS

### **The Meaning of Serving Beverage Alcohol Responsibly-**

Serving beverage alcohol responsibly means helping your guests enjoy their beverage's pleasant aspects while safeguarding them from the unpleasant and possibly dangerous effects of drinking too much by:

- Obeying laws prohibiting serving alcoholic beverages to minors and intoxicated individuals.
- Following your establishment's standardized beverage alcohol service policies to avoid serving a guest too much beverage alcohol.
- Keeping track of how much a guest drinks and observing any behavioral changes.
- Slowing or stopping alcohol service to guests when necessary.
- Not allowing an intoxicated guest to drive away from your establishment.

### **Why Responsible Beverage Alcohol Service Is Important-**

- Beverage alcohol is an important source of income for hospitality establishments and their employees.
- Responsible beverage alcohol service is simply good service- serving guests what they want in the safest, most enjoyable way possible.
- Serving beverage alcohol responsibly is also important because:
  - People who have consumed too much beverage alcohol can become unpleasant, uncoordinated, or can get sick.
  - An intoxicated individual can become abusive, start fights, and injure other guests.
  - If guests do not feel safe in your establishment, they will not visit your establishment.
  - Cities and states are increasing drunk-driving penalties.
  - In most states, an establishment and its employees can be held liable for a guest's behavior after he or she consumes beverage alcohol.

### **How beverage Alcohol is Made and Rated**

- Beverage alcohol is made by fermenting plants such as berries, fruits, or grains.
- During fermentation, tiny life forms called microorganisms, such as yeasts, break down the plant's molecules and produce alcohol. Beer and wine are examples of beverage alcohol that only undergo a fermentation process.
- Distilled spirits or liquors, such as scotch, bourbon, gin, vodka, and rum also undergo distillation.
- During distillation, water is removed from the alcohol to make it stronger.
- The percentage of alcohol can be determined by dividing the proof in half. For example, 80-proof liquor is 40% alcohol; 100-proof liquor is 50% alcohol.

### **Composition of Drinks**

Each of the following contains about ½ ounce of pure alcohol:

- A 12-ounce glass of beer. (In general, ice beers have a higher percentage of alcohol.)
- A 4-ounce glass of wine.
- A straight drink (containing only beverage alcohol) or a mixed drink made with 1 ¼ ounces of 80-proof liquor.
- A straight drink or mixed drink made with 1 ounce of 100-proof liquor.

### **Alcohol's Path Through the Body**

- Bloodstream is the blood circulating through a person's body.
- When alcohol is swallowed, small amounts directly enter the bloodstream through capillaries, tiny blood vessels in the mouth.
- In the stomach, close to 20 % of alcohol can be absorbed directly into the bloodstream. The remaining 80 % passes to the small intestine where it is absorbed into the bloodstream.
- Once in the bloodstream, alcohol rapidly spreads through the entire body. Within three minutes of beverage alcohol consumption, the brain accurately determines the amount of alcohol in the bloodstream.
- A breathalyzer accurately measures a person's blood alcohol content or concentration (BAC) by testing his or her breath.
- BAC is the percentage of alcohol absorbed into the bloodstream.
- The liver metabolizes alcohol at a constant rate-about one drink per hour.

- Unmetabolized alcohol continues to circulate through the bloodstream and can affect the drinker's mood and behavior.

### **Alcohol's Effects on the Body**

Alcohol can act as a:

- Depressant, reducing muscle or nerve activity.
- Diuretic, helping the body lose fluids and causing thirst.
- Vasodilator, causing the small blood vessels on surface of the skin to dilate or swell, making the body lose heat.

Alcohol can cause:

- Relaxed inhibitions. An inhibition is a mental or psychological process that restrains or suppresses a person's emotions, actions, or thoughts.
- Hypoglycemia. A decrease of sugar in the blood.
- Digestive changes. Alcohol initially increases one's appetite, but eventually decreases it.

### **Factors Affecting Alcohol Absorption**

**Amount:** Drinks that contain more than one serving of alcohol should be counted as two or more drinks.

**Time:** Consuming more than one drink per hour will increase the amount of alcohol absorbed into the bloodstream.

**Food:** Fatty and high-protein food slow the absorption of alcohol into the small intestine.

**Water:** Water dilutes alcohol and relieves thirst.

**Carbonation:** Carbonation speeds alcohol's absorption into the bloodstream.

**Body Size:** A large person can consume more beverage alcohol and take a longer time to react to that alcohol in comparison to a small person.

**Fat-to-Muscle ratio:** A person with less body fat will become intoxicated, by drinking less beverage alcohol than a person with more body fat.

**Gender:** Women tend to become intoxicated more quickly and with less beverage alcohol than men.

### **Rapid or Erratic Absorption: High Risk Individuals**

- Stress, depression, dieting, fatigue can affect the absorption of alcohol into the bloodstream. The effects can be delayed or immediate, but reactions are always strong.
- Altitude can surprise unsuspecting people by affecting their absorption of alcohol.
- Tolerance is the ability to endure the effects of alcohol without exhibiting the usual symptoms.
- Medications can strongly influence the effects of alcohol by magnifying the impact of both the drug and the alcohol.
- Illegal drugs are dangerous when mixed with alcohol.

## Helping Prevent Drunk-Driving

- Drunk driving is a high-profile issue.
- Although the number of drunk-driving crashes has decreased over the past decade, drinking too much beverage alcohol is still a major cause of traffic fatalities and serious injuries.
- Many states are considering lowering the BAC that classifies underage drinkers as intoxicated.
- Overall, national trends are to increase the penalties for drunk driving and place more responsibility on establishments to identify and not serve minors and intoxicated individuals.

## State Liquor Codes

- State liquor codes govern liquor licenses.
- Do **not** serve beverage alcohol to:
  - Minors.
  - Intoxicated individuals.

**Remember:** There is not a penalty for refusing to serve beverage alcohol to someone you merely suspect is a minor or an intoxicated individual.

## Transporting Beverage Alcohol on or off Premises

In some areas, it is illegal to bring beverage alcohol on or off your premises.

- Watch your guests.
  - Politely explain the laws to anyone who may be breaking them.
  - Do **not** let guests violate the law.
- Remember:** Guests may not know beverage alcohol laws, so be patient when explaining the laws to them.

## Third-Party Liability

- Establishments and their employees can be faced with third-person liability if they are found responsible for beverage alcohol-related deaths or injuries. For example:
  - If a person is injured by a drunk driver who was served beverage alcohol at your establishment, Grand Dukes/ Old Vilnius Cafe and you can be held liable for the damages sustained by the person even if you or your establishment did not directly cause the injury.
- In some states, the laws governing third-person liability in beverage alcohol-related cases are known as dram shop laws.

## **Checking Age Identification**

We check ID's for anyone who appears to be 30 years old or younger. It is not offensive to ask for ID.

Only the following IDs are considered valid:

- A state-issued driver's license.
- A state-issued photo ID.
- A military ID.
- A current passport.

If a guest shows you an ID that does not have a photo, ask to see a photo ID. The following ID's are **not** valid:

- A birth certificate.
- A company ID from a guest's employer.
- An ID issued by a private identification company.

## **Checking Identification and the Guest Who Present Them**

- Always smile, establish eye contact, and greet the guest before asking to see their ID.
- Check all guests' ID's each time they enter.
- Politely ask the guest to remove the ID from his or her wallet.
- Always check to see that the person handing you the ID is the owner of that ID.
- Feel the ID, checking for cuts, pinholes, improper lamination, and other alterations.
- Examine the ID with a light source behind it.
- Ask for a second valid ID when a guest presents an ID without a picture or a state ID with which you are not familiar.
- Notice the guest's appearance and behavior.
- Be careful when checking military IDs. The person can look different than the ID picture.
- If it is necessary to question the ID presenter, hold the ID and ask a few questions, such as the following:
  - "What is your address?"
  - "What is your middle name?"
  - "What is your astrological sign?"

## Types of False Identification

You should be able to recognize these commonly used false IDs:

- A driver's license or ID altered to include a false picture, false dates' and other incorrect data.
- A counterfeit card created with a camera, computer, and lamination equipment.

Two types of false IDs that are hard to detect are:

- A genuine ID issued to one person but used by another.
- A genuine ID illegally obtained by presenting false information, such as counterfeit birth certificate.

## Spotting False Identification

- **Birth Date.** Thoroughly look at the birth dates. It is one of the most commonly altered items on an ID.
- **Expiration Date.** The ID should still be valid. Many state-issued IDs are indefinitely valid.
- **Security Pattern.** The pattern or lines in the background or across the front should appear correct and unbroken.
- **State Seal.** The seal should be the proper size and in the proper location.
- **Color.** The colored areas should be the correct color.
- **Lamination.** The clear plastic coating should be the proper thickness, without irregularities or evidence of double lamination.
- **Material Strength.** A non-tearable license should not be able to be ripped or torn.
- **Size.** The license or ID should be the proper size.
- **Coding.** Special color bands, number series, or phantom oertype denoting the age of ID owner should agree with the date of birth on the ID.
- **Signature.** If you think an ID is false, ask the person presenting the ID to sign his or her name, then compare the two signatures.

## Refusing a Minor Service or Admission

- Be firm, but do not embarrass the minor.  
**Correct:** "I'm sorry, but I can't let you in without a valid ID. That's our policy."  
**Incorrect:** "You haven't got an ID, kid? Forget it, you can't come in."
- Communicate your decision to refuse service to a minor to your manager.
- A minor may not be allowed in the bar but can be served food and non-alcohol beverages in the restaurant.
- If a minor is in the restaurant with guests over 21, the minor can be served non-alcohol beverages and food.
- Observe all tables to make sure other guests do not serve a minor beverage alcohol.
- Contact a manager if a guest serves a minor beverage alcohol. If the guest continues to give the minor beverage alcohol, you will have to stop beverage alcohol service to the entire table.

## Traffic Light System

**Green:** The guest can be served beverage alcohol because he or she seems:

- Relaxed.
- Comfortable.
- Talkative.
- Happy.



**Yellow:** The guest's beverage alcohol service should be slowed because he or she shows signs of:

- Reduced inhibitions.
- Impaired judgment.
- Talking or laughing louder than normal.
- Being overly friendly to employees and other guests.
- Becoming giddy-the life of the party.
- Arguing or baiting.
- Increasing use of foul language.
- Increasing beverage alcohol consumption.
- Buying round for strangers.
- Becoming careless with money.

**Red:** The guest should **not** be served beverage alcohol because he or she seems to be:

- Moving in slow motion.
- Needing time to respond to questions.
- Glassy-eyed.
- Losing his or her train of thought.
- Making irrational statements.
- Spilling drinks.
- Dropping money.
- Walking awkwardly.
- Stumbling or falling down.
- Unable to sit up straight.

## **Providing the Right Beverage Alcohol Service for Each Guest**

Serve your guests according to their level of beverage alcohol consumption.

### **Green:**

- The goal is to offer hospitable customer service.
- Practice suggestive selling and upselling techniques.
- Suggest high-protein food to slow a guest's approach to the yellow level.
- Start tracking time and counting drinks when you serve the first round of beverage alcohol.
- If free snacks are available, serve a small plate of samples.

### **Yellow:**

- The goal is to ensure that guests do not reach the red level.
- Slow beverage alcohol service to one drink per hour, but do not avoid the guest.
- Continue to offer high-protein food.
- Constantly serve water.
- Take time clearing used glasses and bringing fresh drinks.
- If the guest is drinking mixed drinks and is drinking more quickly than his or her companions, offer a complimentary splash.
- Pass the buck when slowing beverage alcohol service. Make it someone else's fault or the fault of the establishment that service was slowed.

### **Red:**

- Service of all beverage alcohol stops.
- It is illegal to serve an individual who is intoxicated.

## **Handling Beverage Alcohol-Related Verbal Abuse and Violence**

- Establishments must make a reasonable effort to anticipate problems and protect guests and employees from injury.
- If an intoxicated guest becomes verbally abusive or hostile, get a manager.
- If fighting or violence seems likely to occur, immediately call the police.
- Try to separate the intoxicated guest from other guests.
- Negotiate with a guest who is in the late stages of the yellow level or in the red level **not** to leave the establishment and to wait calmly for the police to arrive.
- Speak firmly and calmly.
- Do not touch or try to physically restrain an intoxicated guest.

## Ensuring Automobile Safety for Your Guest

- Carefully follow your establishment's policies for selecting alternate transportation.
- Decide which alternate transportation is most-appropriate whether that is calling a cab or a member of the guest's family- and insist on it.
- Convince the guest not to drive.



- If the guest will not give you the car keys and insist on driving, warn the guest that you will call the police if he/she drives away.
- If the guest drives away, do not attempt to use physical force to stop him or her. Call the police and give them a description of the guest and the guest's car, including its make, model, color, and license plate number.
- If a guest is difficult and demands his or her car keys, call the police and give the keys to them when they arrive.

## WINE SERVICE

Wine is not only a great accompaniment to a meal but also an excellent way to boost your sales. By broadening your wine knowledge you show a guest you know your food and how to get the most flavors out of the food they are eating. As with the food, the more you know about the wine you serve, the easier it will be to sell it.

1. Suggest it- Ask if your guests would like wine.
2. Recommend it- Recommend something that goes well with their meal.
3. A Tidbit of Trivia- Tell your guests something interesting about the wine they have chosen.

Our wine list was developed with the premise of great value. Wine doesn't have to be expensive to be great. With the exception of our three house wines, all of our wines range between \$ 3.75 - \$ 5.25 per glass and \$ 15.95 - \$ 64.95 per bottle.

### How to Suggest

- Would you care for a glass of wine?
- Have you had a chance to look at our wine list?
- Have you decided on a wine with your meal this evening?
- Would you care for wine as a before-dinner cocktail or later with your meal?
- We have an excellent Casa Lapostolle Chardonnay, would you like a glass?
- We have a wonderful red wine in house called Robert Mondavi Cabernet Sauvignon. It would go well with your steaks. May I bring you a bottle?

Before you can sell it, you need to know something about it. Wine knowledge is as important as food knowledge.

When picking a wine for dining, it's as important to focus on the meal's spices and sauces as on its primary ingredients. Rich, spicy dishes usually go better with full-bodied wine; lighter fare, with lighter wine.



## TYPES OF WINE

It's all about the grapes- Each type of wine gets its name from the type of grape it is made from. All grapes have different characteristics that give wines their specific tastes and features.

### Red Wines:

***Cabernet Sauvignon***- The acknowledged head of the cabernet family, this is a late ripening grape variety with small, very dark berries. The wines produced are deep in color, with a striking black currant aroma when young. Some have the aroma of bell peppers. Paired well with red meats, flavorful and heartier (red) pastas, lamb, strong-flavored cheese, and chocolates (especially dark).

***Merlot***- Merlot gives a dark-colored, rich fleshy wine, supple and velvety. The ripe plummy fruitiness of the Merlot and the absence of harsh tannins have made it one of the most popular red grape varieties. Paired well with poultry, red meat, pork, pastas, salads - Merlot can handle them all well.

***Pinot Noir***- is a "light red" wine. The color can range from cherry red to purple-red and even brown as the wine ages. Typical flavors include earth, leather, vanilla (from the oak) and jam (raspberry, strawberry, and plum). Pinot Noir is well-suited to pair with poultry, beef, fish, ham, lamb and pork. It will play well with creamy sauces, spicy seasonings and may just be one of the world's most versatile food wines.

***Shiraz***- Shiraz styles can vary from fairly light-bodied to extremely full-bodied. They can also be powerful and tannic but balanced by big fruit flavors. A "tannic" quality is that dry and puckery sensation primarily on the tongue and inside the cheeks. Shiraz is great for grilled meats or veggies, wild game, richly flavored red meats, beef stew and meat lover's pizza.

***Malbec***- Originating from the Bordeaux region of France, this grape is among the "big six" for red wine grapes. Malbec is typically a medium to full-bodied red wine. Ripe fruit flavors of plums and blackberry give it a jammy characteristic. Definitely a red meat wine that is versatile enough to stand up to Mexican, Cajun, Indian or Italian fare.

## **White Wines:**

***Chardonnay-*** The chardonnay produces many of the world's greatest dry white wines. The aroma is elusive, with apple-like, buttery or nutty overtones. The flavor has plenty of fruit and good acidity. Chardonnay will pair well with poultry dishes, pork, seafood or recipes that have a heavy cream base.

***Sauvignon Blanc-*** The Sauvignon Blanc is also known as the Fume Blanc. It produces dry, sometimes aggressively fruity wines, and can even produce a rich luscious dessert wine. The principal characteristic of the Sauvignon Blanc is its red currant/gooseberry aroma. Sauvignon Blanc is a very food-friendly wine and terrific for appetizers such as artichoke dip, veggie dishes or dips, garlic or Italian seasonings in creamy sauces, fragrant salads - like Greek, Caesar or Garden, Thai food, fish (sushi), poultry and the list goes on.

***Pinot Grigio-*** This is a derivative of the Pinot Noir. It makes wine with breadth of flavor, seemingly low in acidity, whose main characteristic is weight and flavor on the palate rather than aroma. Pinot Grigio pairs nicely with seafood, light pastas and cheese cracker combinations. Since this wine is fairly acidic itself, avoid pairing with foods that have high acid contents, like citrus fruits or tomato-based recipes.

***Riesling-*** Native of Germany, Riesling is considered to be one of the world's great white-wine grapes. Riesling wines are delicate but complex and are characterized by a spicy, fruity flavor. They can range from dry to very sweet, typically on the sweeter side. Paired well from appetizers to desserts, pork, poultry or fish. Rieslings are also able to handle the spice and zest of favored Asian foods.

***Zinfandel-*** The featuring flavors of this wine include: raspberry, blackberry, cherry, plums, raisins, spice and blackpepper all wrapped around various intensities of oak. White Zinfandel pairs well with a massive variety of foods, ranging from Cajun fare to Asian fare, from BBQ chicken to heavy-duty seafood entrees. Zinfandel pairs well with red or white meat, fish tacos, spicy numbers or burgers.

## SERVERS TO DO LIST:

### **MORNING SHIFT:**

1. Turn on the coffee and espresso machines. Fill ice in Island Oasis Machine.
2. Fill up the sanitizing buckets in the station and in the kitchen with fresh hot water and a new tablet. Take 2 clean white rags to the station and 1 clean blue rag for the kitchen. After using a rag, wash it with soap under hot running water and put it back in the sanitizing bucket. Never leave rags laying around on your working tables or on the sink.
3. Clean the door window and the 4 windows inside and outside with Windex and wipe down the window sills.
4. Clean the tables in the porch and water the plants.
5. Check to see that all the tables in the restaurant are in place and all the chairs are pushed back to the tables.( Wipe down Legs of Chairs and Tables)
6. Take ketchup bottles from refrigerator back on the tables.
7. Spray and clean all the work tables with sanitizer.
8. Clean the mirrors in the toilet with Windex. Clean the counters with Lysol Disinfecting Spray. Refill toilet and hand paper if needed (there should always be two rolls of toilet paper in the toilet paper dispenser).
9. Clean the advertisement stands and menus with a damp towel.
10. Cut the bread and prepare 10 baskets for your shift (Saturdays and Sundays 20 baskets)
11. Fill up and prepare the refrigerator for the day:
  - Fill up the sour cream, cut up dill, slice lemon
  - Prepare the fruits: wash the grapes, cut up the oranges, strawberries, and mint.
  - At the end of your shift, refill the drinks (juices, kvass, mineral water, milk).
11. Tidy up your station
  - Bring glasses, coffee cups, napkins, straws, coffee, teas.
  - Bring whipping cream and keep it in a container with ice.

- Refill the honey and sugar.
  - Bring the lemon and keep it in a container with the lid.
  - At the end of the shift bring more ice, if needed.
  - At the end of the shift take the garbage out.
12. At the end of the shift walk through the tables in the restaurant and refill all the items on the table. Wipe tables and chairs if dirty and sweep the floor if needed. Check the porch again and if needed pick up the garbage, empty ash trays, clean the tables. If needed, clean the door window with Windex.
  13. Before leaving prepare all of the washed utensils.
  14. Before leaving refill all the items on the table trays (sugar, napkins, candles)
  15. Before leaving make sure there is an advertisement stand and drink menu on each table.
  16. Before leaving clean and refill the ketchup bottles and dressings.
  17. Wipe the dust from the bottles on the bar shelf every **Wednesday**.
  18. Refill salt and pepper every **Monday** and **Friday**.
  19. Clean the candle trays every **Tuesday**.
  20. **Windex all menu's everyday (drink and dessert menu also)**

#### **NIGHT SHIFT:**

1. At the beginning of your shift check to see if anything is missing and if needed cut up the lemon, bread. Bring more ice, glasses, coffee cups, napkins, straws, coffee, teas, whipping cream, butter on tables and creamers off.
2. Tidy up the soup table: cover up the soups with foil and take to the refrigerator.
3. Tidy up and clean the refrigerator- throw out everything that is old and put the dishes in the dishwasher.
4. Put all of the food from the refrigerator into new, clean dishes (EVERYDAY).
5. Tidy up and refill the shelves.
6. Tidy up the stations:
  - Take off all the tips from the Coke machine and put them in the water.
  - Refill the ice in the Coke machine.
  - Clean the coffee maker and take all the coffee pots to the dishwasher for cleaning.
  - Take out the garbage.
  - Take espresso coffee cups to the bar.
7. Every night clean the microwaves.
8. Wipe **ALL** the tables and **ALL** of the chairs
9. Pull out the tables and sweep underneath. Sweep all the walkways.
10. Refill the trays on the tables; replace candles and make sure that there is an advertisement stand on each table.
11. Refill and clean the ketchup and mustard bottles EVERY night.( Change at end of month w/ new bottles)

12. Check the porch - pick up all the garbage, empty the ash trays
13. Take apart the juicer and place it in the dishwasher.
14. Fill the refrigerator with drinks (juices, kvass, mineral water, milk).
15. Pour the water out from the sanitizing buckets and take the used rags to the employee room.
15. Wrap all of the washed silverware.
16. Take the vases and server trays from the kitchen to your station.
17. Place the beer and champagne buckets back on the shelf in the kitchen.
18. Every **Monday** take the beer and champagne buckets and the server trays to the dishwashers.
19. Every **Thursday** let the water out from the soup table.
20. Re-Check Restrooms
21. Organize and Wipe down Server station Shelves and Cabinets, under silverware racks and microwaves.
- 22. When restocking, make a need list on any item that may be low on hand.**

#### **DURING ALL SHIFTS:**

1. Always bring water to your guests and introduce yourself as their server..
2. **Never** take drinks from the bar without punching them into the computer.
3. When the customer pays the bill, as soon as possible close their table in the computer.
4. After each client, check the table trays for napkins, and other missing items and refill if necessary.
5. Replace and light the candle for each new customer. (Light the candles every Monday-Friday from 6 pm- close and every Saturday-Sunday all day).
6. After each client, clean your table and the chairs, and sweep under and around the table. If the table is too wet, wipe it with a dry towel before putting placemats on the table.
7. **Take any empty plates, glasses or silverware from the table as soon as the customer is finished with them. Unless the customer requests the bill to come out sooner, never bring the bill to a customer if dishes are still present on the table. Only drinks can remain on the table when you present the bill.**
8. **ALWAYS TAKE THE MENUS FROM THE CUSTOMERS AS SOON AS THEY ORDER FOOD.** You can only leave the menu on the table if the customer asks, preferably only one. Please make sure you take it from the customer when they are not using it anymore.
9. **DO NOT** use any one-time use containers for eating or storing food in your cooler.
10. Pick up any trash from the floor in the restaurant and in the kitchen.
11. Your working tables in the kitchen must always be clean. Always clean them with the sanitized rag.
12. If you need to cut something up, always use the plastic cutting mats- do not cut anything on the white counters.
13. Check the walkways in the restaurant every ½ hour and sweep if necessary.
14. Keep the hallway between the restaurant and the kitchen clean at all times!!!
15. Check the restrooms for toilet and hand paper and refill if necessary. Wipe the counters and pick up trash from the floor.
16. Always check the advertisement stands for any old ads and take them out of the stands.

17. One waitress should always stay in the restaurant and wait for people to arrive.
18. Never fight about the customers and take each table in the order they arrive.
19. Never let the customers smoke inside- this is a SMOKE-FREE restaurant!
20. Always squeeze the juice yourself, unless it is very busy in the restaurant.
21. **Daily all shifts** check to see if we are running low on something and write it down on the "server order sheet".
22. **NEVER use your cell phones during your shift.**
23. Prepare Water Glasses, Bread Baskets All thru out the Day.
24. Work on Side work prep list ( When Posted)

**WHILE WORKING:**

1. Wrap the silverware.
2. Bring more glasses and ice to the station.
3. Cut up more lemons and bread.
4. Take out the garbage.
5. Refill the napkins and other missing items in the candle holders.
6. Check restrooms for cleanliness and paper.
7. Keep your working area clean.
8. **Wash your hands as often as possible!**

**HOST(ESS) and Bar TO DO LIST:**

1. Greet every customer with a smile and eye-contact.
2. Lead the customers to the table at a comfortable pace.
3. Wait until the guests are seated, then hand out the menus.
4. Continue making eye-contact and wish the customers an enjoyable meal.
5. Clean the menus.
6. Help the servers if you see that they are running behind.
7. Help the busboys by clearing the tables so you can seat the customer faster.
8. Check the walkways in the restaurant every ½ hour and sweep if necessary.
9. Every hour clean the door glasses and showcase with Windex and paper towel.
10. Check the porch: take all the garbage, empty the ashtrays
11. Do not use your cell phones during your shift.
13. Answer Restaurant phone calls
14. Be sure to have all Barrels of Beer in Walk-In Cooler.
15. Empty Garbage, Rinse out Tapper Drains and Use sinks efficiently
16. Check Bag in the Box Syrups, Pop and Beer Tanks Daily.
17. Organize Your Coolers, Rails and Freezers and be Stocked(including Garnishes and Mixers), and make an inventory of what is on hand.
18. Keep bar Tidy (includes Chairs and Counter Top, Mats, Glasses, Display Case and the Bar Floor)
19. Help in suggesting w/Weekly drink Specials.
20. Organize the reach-in coolers in the Bar.
21. Empty, clean and restock Freezer (Clear any Broken Glass!!!!)  
( Must be done Every week, Alternating Mondays and Tuesdays.)

## BUS BOY TO DO LIST:

1. Stock the stations with ice at the beginning of the shift.
2. Make sure there is enough soap and paper-towels in the station.
3. Check restrooms for cleanliness and paper. Refill the paper and clean the counters and urinals as necessary. Check restrooms at least every hour.
4. After the customers leave the table:
  - 1) Pick up everything from the table and take it to the sorting station. (Sort the dishes, glasses and silverware)
  - 2) Put all the items back in the candle holder or take them to the station where they belong
  - 3) Wipe the table and chairs (make sure the rag is not too wet – the table should be dry after you clean it).
  - 4) Wipe the chairs or benches.
  - 5) Sweep underneath and around a table
  - 6) Refill napkins if not full
  - 7) Change and light the candle if burned out
5. Check the porch every hour: take all the garbage and dishes, empty the ashtrays, sweep as necessary
6. Check and sweep the walkways as necessary
7. At the end of each night, clean the bar, the porch, and the restaurant:
  - 1) Pull out the tables and mop underneath. Mop all the walkways
  - 2) Sweep the outside by the porch, take all of the garbage, empty the ashtrays
  - 3) Mop the floor in the bar

# GRAND DUKE'S RESTAURANT / OLD VILNIUS CAFÉ EMPLOYEE HANDBOOK AMENDMENT

## HOURS OF OPERATION:

### GRAND DUKE'S RESTAURANT

MON - THU 11am - 12 pm

FRI - SAT 11am - 1am

SUN 11am - 10pm

### OLD VILNIUS CAFÉ

MON - THU 10am - 9pm

FRI - SAT 10am - 10pm

SUN 10am - 9pm

## LEGAL SERVING HOURS

MON - THU 8am - 1am

FRI - SAT 8am - 2am

SUN 9am - 1am

New Year's Eve 8am - 2am

St. Patrick's Day 8am - 2am

Thanksgiving Eve 8am - 2am

## AGE OF SELLERS AND SERVERS

In the State of Illinois, alcohol sellers and servers alike must be 21 years or older. If an individual has already been served at a restaurant once, then a 19 year old might serve

afterward. Any person who is 21 or older can and must check identification of all patrons to make sure they are of legal age before selling or serving them any alcoholic beverage. Under no circumstance is a person obligated to serve or sell alcohol to an individual who refuses to show identification when asked.

### **BASSET CERTIFICATION REQUIREMENT**

Each Grand Dukes and Old Vilnius Café employee who serves and sells alcoholic beverages, must undergo the “Seller/Server Certification” Program which provides the necessary knowledge and regulations for responsible serving and selling of alcohol. This training is mandatory for all employees and each person must recertify every three years in order to stay compliant.

### **COMPLIANCE TESTING (Control Buy Program)**

To ensure policies and rules are being followed, the Police Department audits various establishments where alcohol is sold and served. These tests are done to make sure that individuals under the age of 21 attempting to purchase alcohol, are not being served or sold any alcoholic beverages. A person caught serving alcohol to a minor (individual under 21), will be given a ticket or citation for serving or selling to any minor, plus will be required to attend a hearing and could result in other fines, penalties and suspension of the stores Liquor License.

### **FEES FOR INCIDENTS:**

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

### **DUI NOTIFICATION PROGRAM**

If an individual is arrested for DUI, and this person is found out to have been drinking at a specific establishment, ie: (Old Vilnius Café/Grand Dukes), the Police Department will notify this establishment of such incident. Any place of business receiving numerous notifications can expect to attend a License Renewal Hearing at which time the establishment’s Liquor Policies will be reviewed.

### **LIQUOR PRODUCT IDENTIFICATION SIGNS**

Grand Dukes and Old Vilnius Café shall and will not display or advertise any alcoholic beverage in particular on any exterior or interior windows, except if using umbrellas outside of the establishment.

### **PROMOTING AND SALES LIMITATIONS**

Any person serving or selling an intoxicated individual is in complete violation of policies regarding the consumption of alcohol. An accident involving the intoxicated person, may bring civil or criminal proceedings against both parties, the person who sold or served the alcohol and the company or establishment involved. All employees and business establishment need to sell and serve diligently to control and minimize potential incidents and accidents.

### **BOTTLE SERVICE PROHIBITED**

At no time is the sales of bottles allowed on premises. Any offer for sale or selling of Distilled Spirits by the bottle is prohibited. Only mixed drinks with less than 64 ounces may be served and sold at the establishment. (This constitutes two different liquors mixed with a non-alcoholic drink such as juice).

-

**GRAND DUKE'S RESTAURANT / OLD VILNIUS CAFÉ**

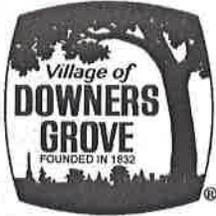
**ACKNOWLEDGEMENT FORM**

I, \_\_\_\_\_ agree that I have read and understand this amendment to Employee Handbook and agree to comply with all policies and rules contained herein.

**Employee Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_





VILLAGE OF DOWNERS GROVE  
REPORT FOR THE LIQUOR COMMISSION  
AUGUST 2, 2018 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Licensee: Aldi, Inc. D/B/A: ALDI Address: 28 W. Ogden Avenue	Application for Class P-2 liquor license	Carol Kuchynka Liaison to the Liquor Commission

**REQUEST**

The applicant is requesting a Class P-2 liquor license for ALDI located at 28 W. Ogden Avenue.

**NOTICE**

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

**GENERAL INFORMATION**

Officer(s): Charles Youngstrom, President  
Terry Pfortmiller, Secretary/Treasurer

Stockholder(s): Aldi, Inc. 0%

Manager: Mr. Nathan Geers

Licensee: Aldi, Inc. d/b/a ALDI  
28 W. Ogden Avenue  
Downers Grove, IL 60515

**PROPERTY INFORMATION**

EXISTING LAND USE: Commercial  
PROPERTY SIZE: (21,155 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. Insurance
3. Lease
4. Liquor Handling Manual
5. Floor Plan

### **Project Description**

The applicant is requesting a Class P-2 liquor license for the operation of a grocery store located at 28 W. Ogden Avenue.

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

The establishment is defined as:

*Grocery Store.* A place kept, used, maintained, advertised or held out to the public as a place where the primary business consists of the direct retail sale of items such as meats, cereals, grains, produce, baked goods, dairy products, canned and frozen prepared food products, beverages, cleaning supplies, pet food and supplies, over the counter medicines, personal products, household goods and similar items are available to be purchased by the consumer. No more than twenty-five percent (25%) of the retail sale square footage area shall be devoted to the sale of alcoholic liquor and tobacco products.

### **License conditions**

"P-2" Packaged liquor licenses shall authorize the retail sale on the premises specified, of beer and wine in original packages, unopened only, and not for consumption on the premises, except that tastings shall be permitted on such premises in accordance with State law. Such licenses shall be only authorized in locations where the primary business is that of a grocery store, wine shop or convenience store as defined herein.

### **Public Safety Requirements**

Fire Prevention and Community Development Department will need to conduct a walkthrough of the facility. A Certificate of Occupancy for remodeling construction 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.

### **Recommendation**

---

Based upon testimony presented at the August 2, 2018 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 P-2 liquor license application, along with any conditions and/or restrictions with respect to this applicant.



www.downers.us

July 12, 2018

**COMMUNITY RESPONSE  
CENTER**

630.434.CALL (2255)

**CIVIC CENTER**

801 Burlington Avenue

Downers Grove

Illinois 60515-4782

630.434.5500

TDD 630.434.5511

FAX 630.434.5571

**FIRE DEPARTMENT**

**ADMINISTRATION**

5420 Main Street

Downers Grove

Illinois 60515-4834

630.434.5980

FAX 630.434.5998

**POLICE DEPARTMENT**

825 Burlington Avenue

Downers Grove

Illinois 60515-4783

630.434.5600

FAX 630.434.5690

**PUBLIC WORKS**

**DEPARTMENT**

5101 Walnut Avenue

Downers Grove

Illinois 60515-4046

630.434.5460

FAX 630.434.5495

Ms. Julie Obora  
Aldi, Inc.  
1200 N. Kirk Road  
Batavia, IL 60510

*RE: Application for Class P-2 Liquor License  
ALDI  
28 W. Ogden Avenue, Downers Grove, IL 60515*

Dear Ms. Obora:

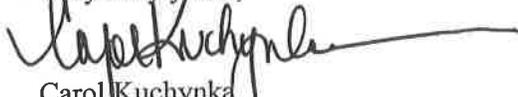
The Liquor Commission of the Village of Downers Grove will meet on Thursday, August 2, 2018, at 6:30 p.m. in the Village Hall Council Chambers to consider applications for liquor licenses. A public hearing will be held on your application as a part of this meeting.

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.

Very truly yours,

  
Carol Kuchynka  
Liaison to the Liquor Commission

VILLAGE OF DOWNERS GROVE

a\ALDI\app-hrg.nts



# VILLAGE OF DOWNERS GROVE, ILLINOIS APPLICATION FOR LIQUOR LICENSE

Date: 5-9-18

Application is hereby made to the Local Liquor Commission of the Village of Downers Grove for issuance of a Class P-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: Aldi Inc. Phone: 630-879-8100  
Address: 1200 N. Kirk Rd., Batavia IL 60510

#### 1.2 Status:

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

#### 1.3 Liquor Manager:

Name: Nathan Geers Phone: [REDACTED]  
Address: [REDACTED]  
Driver's License No. [REDACTED] Social Sec. No. [REDACTED]  
Date of Birth 1981 Place of Birth [REDACTED]

### 2. PREMISES

Doing Business As Aldi Phone: not established yet  
Address: 28 W. Ogden Ave.

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: IRC Downers Grove Marketplace LLC Phone: 877-206-5656  
Address: 814 Commerce Dr. suite 300, Oak Brook IL 60523

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. 9/19/18

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 19<sup>th</sup> day of December, A.D., 1975.

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 \_\_\_ n/a

3.3 Registered Agent:

Name: Meredith Oliva Phone: 630-879-8100 X2474

Address: 1200 N. Kirk Rd., Batavia IL 60510

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

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: \_\_\_\_\_

6.6 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

BAT 81

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:

Aldi Inc.

Name of Corporation/Partnership/LLC/Sole Proprietorship

BY:

Terry E. Pfortmiller  
Print Name

Terry E. Pfortmiller  
Sign Name

TITLE:

Secretary/Treasurer



Subscribed and sworn to before me this 7<sup>th</sup> day of May, 2018.

Juliana C. Obora  
Notary Public



### VILLAGE OF DOWNERS GROVE, ILLINOIS LIQUOR MANAGER APPLICATION

1. Name of Liquor License Applicant/Holder: ALDI INC

Doing Business As: ALDI

Address: 28 Ogden Ave Downers Grove 60515

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

2. Manager: Nathan Dean Geers Phone: [REDACTED]  
(First) (Middle) (Last)

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

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

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

Date of Birth: [REDACTED] 81 Place of Birth: Highland Park

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

Number of hours per week of employment (35 minimum) 50

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:

ALDI - 5525 Rt 53, LISLE, IL store Manager 6/1/17 - current

ALDI - 20 W. LODD RD, Wheaton, IL Manager/Trainer 2/4/17 - 6/1/17

ALDI - 700 Roosevelt Rd, Glen Ellyn, IL Manager/Trainer 7/10/16 - 2/4/17

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

SIGNATURE OF MANAGER [Signature] Date 3/30/2018

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: Aldi 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: Aldi Inc.

By: Julie Obora

Corporate Title: Executive Assistant

Date: 5/4/18

Name: Charles E. Youngstrom

Address: [Redacted]

Social Sec. # [Redacted] Driver's License # [Redacted] Date of Birth: [Redacted] 1959

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.

Aldi holds over 100 state & local liquor licenses in Illinois - see attachment "A"

(Attach completed Background Check Waiver)

Name: Terry E. Pfortmiller

Address: [Redacted]

Social Sec. # [Redacted] Driver's License # [Redacted] Date of Birth: [Redacted] 1960

Corporate Title: Secretary/Treasurer

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.

Aldi holds over 100 state & local liquor licenses in Illinois - see attachment "A"

(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)

Attachment "A" ILCC

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Welcome to the NEW AND-IMPROVED "LICENSE LOOKUP" system! As in the past, you may search licensee records by entering the name of a county, city, address (street name and/or number), zip code, or license number (enter all 10 positions, including the hyphen, as in the following example: 1a-0001234). You may also enter any combination of these selection criteria fields. PLEASE NOTE: The list of Revoked Licenses is now accessed via the "Current Status" box, as the new "License Lookup" feature defaults to "Active" licenses.

If you get an error during your search, you will need to CLOSE the browser window and open a NEW window to re-access the "License Lookup" system.

License Number:

City:

DBA Name:

Zip Code:

County:

Owners:

Address:

Current Status:

Search

Class	License Number	Name	Street	City	State	Zip	County	Expiration Date	Retail Type
1A - RETAILER	1A-0059043	ALDI INC ALDI INC #69	5910 N 2ND STREET	LOVES PARK	IL	61111	WINNEBAGO	8/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0104389	SADIE INVESTMENTS LLC HOFFMAN ESTATES GARIBALDI'S	2346 W HIGGINS ROAD	HOFFMAN ESTATES	IL	601690000	COOK	4/30/2019 12:00 AM	ON-PREMISES CONSUMPTION
1A - RETAILER	1A-0074079	ALDI INC ALDI	203 E ARMY TRAIL	GLENDALE HEIGHTS	IL	60139	DUPAGE	8/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION

1A- RETAILER	1A-0097863	ALDI INC ALDI INC	4703 N HARLEM AVE	HARWOOD HEIGHTS	IL	607064606	COOK	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0098157	ALDI INC ALDI INC #59	399 WESLEY DR	WOOD RIVER	IL	620952281	MADISON	2/28/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-1121034	ALDI INC ALDI INC STORE 14	5629 W FILLMORE ST	CHICAGO	IL	606445504	COOK	3/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-1121037	ALDI INC ALDI INC #62	1739 W CERMAK RD	CHICAGO	IL	606084315	COOK	3/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-1121039	ALDI INC ALDI INC #30	3030 S KEDZIE AVE	CHICAGO	IL	606234713	COOK	3/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION

1A - RETAILER	1A-1121118	ALDI INC ALDI FOODS INC #27	1112 S CHAEFFER RD	GRANITE CITY	IL	620406815	MADISON	8/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0074222	ALDI INC ALDI	7905 GOLF RD	MORTON GROVE	IL	60053	COOK	9/30/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0103821	SADIE INVESTMENTS II LLC ARLINGTON HEIGHTS GARIBALDI'S	1960 N ARLINGTON HEIGHTS RD	ARLINGTON HEIGHTS	IL	600043109	COOK	2/28/2019 12:00 AM	ON-PREMISES CONSUMPTION
1A - RETAILER	1A-0103847	ALDI INC ALDI INC STORE #95	2333 E 95TH ST	CHICAGO	IL	606174806	COOK	1/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0103849	ALDI INC ALDI #79	7800 S SOUTH CHICAGO AVE	CHICAGO	IL	606192724	COOK	2/28/2019 12:00 AM	OFF-PREMISES CONSUMPTION

5/4/2018 1A - RETAILER	1A-0067251	ALDI INC ALDI FOODS STORE #26	2600 N CLYBOURN AVE	CHICAGO	IL ILCC 60614	COOK	5/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0070697	ALDI INC ALDI INC (STORE #17)	620 MEACHAM RD	ELK GROVE VILLAGE	IL	600073023 COOK	1/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0096559	ALDI INC ALDI INC #70	9129 ALLEN RD	PEORIA	IL	61615 PEORIA	9/30/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-1120425	ALDI INC ALDI INC #2	2660 N SEMINARY ST	GALESBURG	IL	614010000 KNOX	10/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0069205	ALDI INC ALDI	2431 W MONTROSE	CHICAGO	IL	60618 COOK	8/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION

1A - RETAILER	1A-0069543	ALDI INC ALDI INC #64	1753 N MILWAUKEE AVE	CHICAGO	IL	606475423	COOK	9/30/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0069816	ALDI INC ALDI INC #51	701 RITTENHOUSE DRIVE	PONTIAC	IL	61764	LIVINGSTON	10/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0070212	ALDI INC ALDI INC #50	16 COTTONWOOD DR	GLEN CARBON	IL	620340000	MADISON	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0111751	ALDI INC ALDI INC	1412 E ALGONQUIN RD	SCHAUMBURG	IL	60173	COOK	6/30/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0111860	ALDI INC ALDI, INC #17	1303 BURNETT DR	TAYLORVILLE	IL	625689518	CHRISTIAN	4/30/2019 12:00 AM	OFF-PREMISES CONSUMPTION

1A - RETAILER	1A-1127869	ALDI INC ALDI	1440 NAPERVILLE WHEATON RD	NAPERVILLE	IL	605631511	DUPAGE	8/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0111642	ALDI INC ALDI INC 020	2731 NORTH DIRKSEN PARKWAY	SPRINGFIELD	IL	62702	SANGAMON	5/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0111642	ALDI INC ALDI INC 020	2731 NORTH DIRKSEN PARKWAY	SPRINGFIELD	IL	62702	SANGAMON	5/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0061263	ALDI INC ALDI INC #47	1610 BRIDGE ST	YORKVILLE	IL	60560	KENDALL	3/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0066802	ALDI INC ALDI, INC	330 SCHMALE ROAD	CAROL STREAM	IL	60188	DUPAGE	6/30/2018 12:00 AM	OFF-PREMISES CONSUMPTION

1A - RETAILER	1A-0067022	ALDI INC ALDI	978 NORTH NELTOR	WEST CHICAGO	IL	60185	DUPAGE	4/30/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0067499	ALDI INC ALDI INC #83	8333 S CICERO AVE	CHICAGO	IL	606523562	COOK	5/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0064679	ALDI INC ALDI #85	13085 S ASHLAND AVE	CALUMET PARK	IL	60827	COOK	9/30/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0064693	ALDI INC ALDI #60	730 STATE ROUTE 83	MUNDELEIN	IL	600600000	LAKE	10/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0064728	ALDI INC ALDI INC	2251 75TH ST	DARIEN	IL	60561	DUPAGE	10/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION

1A - RETAILER	1A-0090933	ALDI INC ALDI INC. #38	2705 S SCHUYLER AVE	KANKAKEE	IL	60901	KANKAKEE	9/30/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0109677	ALDI INC ALDI'S #44	3331 BELVIDERE RD	PARK CITY	IL	600856019	LAKE	4/30/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0108468	ALDI INC ALDI INC #10	3420 N UNIVERSITY ST	PEORIA	IL	616041323	PEORIA	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0108972	ALDI INC ALDI #66	1000 MOUNT PROSPECT PLZ	MOUNT PROSPECT	IL	600562669	COOK	2/28/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0059678	ALDI INC ALDI INC #26	1760 SOUTH GALENA AVE	DIXON	IL	61021	LEE	10/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION

1A - RETAILER	1A-0059689	ALDI INC ALDI	1233 CAMP JACKSON RD	CAHOKIA	IL	62206	ST. CLAIR	10/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0059907	ALDI INC ALDI INC #17	805 TENNEY STREET	KEWANEE	IL	61443	HENRY	11/30/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0060097	ALDI INC ALDI INC #24	2500 WOODLAWN RD	LINCOLN	IL	626569648	LOGAN	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0060351	ALDI INC ALDI	2275 W GALENA BLVD	AURORA	IL	605064885	KANE	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0060352	ALDI INC ALDI	1410 E NEW YORK ST	AURORA	IL	605053925	KANE	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION

1A - RETAILER	1A-0060353	ALDI INC ALDI	4444 OGDEN AVE	AURORA	IL	605047949	DUPAGE	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0060355	ALDI INC ALDI	20 W LOOP RD	WHEATON	IL	601892013	DUPAGE	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0060384	ALDI INC ALDI INC #8	301 N GREENBRIAR DR	NORMAL	IL	61761	MCLEAN	1/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0060408	ALDI INC ALDI INC #13	951 SHOOTING PARK RD	PERU	IL	61354	LA SALLE	1/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0060440	ALDI INC ALDI FOODS #22	913 E IRVING PARK RD	STREAMWOOD	IL	60107	COOK	1/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION

1A - RETAILER	1A-0060739	ALDI INC ALDI	11340 S CICERO AVE	ALSIP	IL	608032826	COOK	2/28/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0060851	ALDI INC ALDI INC	5831 NORTHWEST HWY	CRYSTAL LAKE	IL	600148069	MCHENRY	2/28/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0060852	ALDI INC ALDI INC	375 W HIGGINS RD	HOFFMAN ESTATES	IL	601694917	COOK	1/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0061307	ALDI INC ALDI INC #65	14245 S GREYSTONE DRIVE	HOMER GLEN	IL	60491	WILL	3/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0061355	ALDI INC ALDI STORE #28	1630 S ARDMORE	VILLA PARK	IL	60181	DUPAGE	3/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION

1A - RETAILER	1A-0061358	ALDI INC ALDI STORE #36	400 W NORTH AVE	VILLA PARK	IL	60181	DUPAGE	3/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0086342	ALDI INC ALDI INC #66	27415 W HARTIGAN RD	VOLO	IL	600410000	LAKE	11/30/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0086449	ALDI INC ALDI INC #45	3080 HENNEPIN DR	JOLIET	IL	604311179	WILL	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0086605	ALDI INC ALDI INC #76	9271 159TH ST	ORLAND HILLS	IL	604875977	COOK	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0086665	ALDI INC ALDI INC #63	398 S WEBER RD	ROMEDEVILLE	IL	604466521	WILL	1/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION

1A - 1A-0086863 ALDI INC 3602 RIDGE LANSING IL 60438 COOK 12/31/2018 12:00 AM OFF-PREMISES  
RETAILER ALDI INC RD CONSUMPTION

1A - 1A-0087564 ALDI INC 2078 MT ZION DECATUR IL 62521 MACON 5/31/2018 12:00 AM OFF-PREMISES  
RETAILER ALDI INC #28 RD CONSUMPTION

1A - 1A-0087564 ALDI INC 2078 MT ZION DECATUR IL 62521 MACON 5/31/2019 12:00 AM OFF-PREMISES  
RETAILER ALDI INC #28 RD CONSUMPTION

1A - 1A-0087565 ALDI INC 2450 RIDGE PLAINFIELD IL 605860000 KENDALL 3/31/2019 12:00 AM OFF-PREMISES  
RETAILER ALDI INC #50 RD CONSUMPTION

1A - 1A-0083323 ALDI INC 2710 OTTAWA IL 61350 LA SALLE 7/31/2018 12:00 AM OFF-PREMISES  
RETAILER ALDI INC #49 COLUMBUS ST CONSUMPTION

1A - RETAILER	1A-0083341	ALDI INC ALDI #50	799 SUMMIT ST	ELGIN	IL	601204313	COOK	7/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0083342	ALDI INC ALDI	6250 W TOUHY AVE	NILES	IL	607144612	COOK	7/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0083357	ALDI INC ALDI	1365 LEE ST	DES PLAINES	IL	600181514	COOK	7/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0085516	ALDI INC ALDI INC #66	1237 STATE ST	LEMONT	IL	60439	COOK	9/30/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0085734	ALDI INC ALDI INC #25	300 AARON PKWY	CENTRALIA	IL	628015341	CLINTON	9/30/2018 12:00 AM	OFF-PREMISES CONSUMPTION

1A - RETAILER	1A-0085753	ALDI INC ALDI #22	12201 S WESTERN AVE	BLUE ISLAND	IL	60406	COOK	10/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-1124033	ALDI INC ALDI INC #97	1111 W FERDON ST	LITCHFIELD	IL	620561078	MONTGOMERY	7/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-1124034	ALDI INC ALDI	12300 PRINCETON DR	HUNTLEY	IL	601427655	KANE	8/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-1124037	ALDI INC ALDI INC#40	2601 W JEFFERSON ST	JOLIET	IL	604356432	WILL	11/30/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0112552	ALDI INC ALDI	1038 ROHLWING ROAD	ADDISON	IL	60101	DUPAGE	8/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION

1A - RETAILER	1A-0112560	ALDI INC ALDI INC #4	3425 FREEDOM PARKWAY	SPRINGFIELD	IL	62700	SANGAMON	7/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0077204	ALDI INC ALDI	2000 S HARLEM AVE	NORTH RIVERSIDE	IL	60546	COOK	6/30/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0077535	ALDI INC ALDI, INC.	11 WEST PARK AVENUE	SUGAR GROVE	IL	60554	KANE	5/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0077899	ALDI INC ALDI INC #7	16060 S FARRELL RD	LOCKPORT	IL	60441	WILL	5/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0077899	ALDI INC ALDI INC #7	16060 S FARRELL RD	LOCKPORT	IL	60441	WILL	5/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION

1A - RETAILER	1A-0079315	ALDI INC ALDI INC #73	1545 W LANE ROAD	MACHESNEY PARK	IL	61115	WINNEBAGO	9/30/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0100145	ALDI INC ALDI INC #23	4211 AVENUE OF THE CITIES	MOLINE	IL	61265	ROCK ISLAND	6/30/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0100393	SHORTY O'TOOLE'S PUB, INC. RENALDI'S PIZZA	2827-2831 N BROADWAY	CHICAGO	IL	606570000	COOK	6/30/2018 12:00 AM	ON-PREMISES CONSUMPTION
1A - RETAILER	1A-0101748	ALDI INC ALDI	9310 IRVING PARK RD	SCHILLER PARK	IL	601762205	COOK	7/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-1132657	ALDI INC ALDI INC #15	527 W LINCOLN HWY	CHICAGO HEIGHTS	IL	604112322	COOK	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION

1A - RETAILER	1A-0101749	ALDI INC ALDI	726 W SOUTH ST	FREEPORT	IL	610326840	STEPHENSON	7/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0097153	ALDI INC ALDI INC	1708 NORTH ILLINOIS ST	SWANSEA	IL	62226	ST. CLAIR	10/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0075744	ALDI INC ALDI INC	1202 W DUNDEE RD	BUFFALO GROVE	IL	600894016	COOK	1/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0076500	ALDI INC ALDI'S, INC	410 S EASTWOOD DRIVE	WOODSTOCK	IL	60098	MCHENRY	3/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0108374	ALDI INC ALDI	4833 OAKTON ST	SKOKIE	IL	600772954	COOK	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION

1A - RETAILER	1A-0106909	ALDI INC ALDI INC #84	1210 18TH ST SILVIS	IL	61282	ROCK ISLAND	7/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0108841	ALDI INC ALDI #70	1390 DEEP LAKE RD	ANTIOCH	IL	600026800 LAKE	1/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-1121061	ALDI INC ALDI #26	10532 S INDIANAPOLIS AVE	CHICAGO	IL	606176355 COOK	3/31/2019 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-1121617	ALDI INC ALDI #36	20 N 5TH AVE	CANTON	IL	615202860 FULTON	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-1123554	ALDI INC ALDI INC #40	1232 E MAIN ST	CARBONDALE	IL	629013115 JACKSON	5/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION

1A - RETAILER	1A-1125248	ALDI INC ALDI INC #39	2051 N STATE ROUTE 50	BOURBONNAIS	IL	609144407	KANKAKEE	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0060232	ALDI INC ALDI #25	125 STARK DRIVE	CAROL STREAM	IL	60188	DUPAGE	11/30/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0060233	ALDI INC ALDI INC	5525 LINCOLN AVE	LISLE	IL	605322607	DUPAGE	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0060234	ALDI INC ALDI	425 S RANDALL RD	ALGONQUIN	IL	601029702	MCHENRY	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION
1A - RETAILER	1A-0060289	ALDI INC ALDI INC #48	15441 CICERO AVE	OAK FOREST	IL	604522503	COOK	12/31/2018 12:00 AM	OFF-PREMISES CONSUMPTION

1A - RETAILER 1A-0060344 ALDI INC ALDI INC #89 502 S GILBERT ST DANVILLE IL 618326637 VERMILION 12/31/2018 12:00 AM OFF-PREMISES CONSUMPTION

1A - RETAILER 1A-0059367 ALDI INC ALDI 1716 VANDALIA ST COLLINSVILLE IL 622344461 MADISON 9/30/2018 12:00 AM OFF-PREMISES CONSUMPTION

1 - 100 ▶

Email address



## Illinois Liquor Control Commission

**Bruce Rauner**  
*Governor*

**Chicago Office**  
Mon-Fri, 8:30am-5:00pm  
100 W. Randolph St, 7-801  
Chicago, IL 60601  
P: 312.814.2206  
F: 312.814.2241  
Map and driving directions

**Springfield Office**  
Mon-Fri, 8:30am-5:00pm  
101 W. Jefferson St, 3-525  
Springfield, IL 62702  
P: 217.782.2136  
F: 217.524.1911  
Map and driving directions

**Questions? Contact us**

**File a licensee complaint**

Email: [ILCC@illinois.gov](mailto:ILCC@illinois.gov)

[ILCC.webmaster@illinois.gov](mailto:ILCC.webmaster@illinois.gov)



\* See attached form

DG LIQ-FORM 3/Stockholders

VILLAGE OF DOWNERS GROVE, ILLINOIS  
LIQUOR LICENSE APPLICATION  
CORPORATE STOCKHOLDER

Applicant: Aldi

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: Aldi

By: Julie Obora

Corporate Title: Aldi Inc.

Date: 6/27/18

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)

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)



ALDI Inc. Batavia Division

© 1200 North Kirk Road  
Batavia, IL 60510-1477

Tel.: 630/879-8100  
Fax: 630/879-8152

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There are no individuals who hold directly or indirectly a 5% or more interest in Aldi Inc. Aldi Inc. is 100% owned by Hofer KG. This is a Kommanditgesellschaft ("KG"), the name for a legal entity of this type under German and Austrian law. A KG, while in some respects similar to a partnership, has a number of distinguishing features. Unlike a U. S. partnership, the general partners who manage the Austrian KG have full authority and control over the management, but they do not hold any ownership interest whatsoever in the business entity. Hofer KG is the sole, 100% shareholder of Aldi Inc.



### VILLAGE OF DOWNERS GROVE, ILLINOIS BUSINESS ACTIVITY DECLARATION

1. Name of Liquor License Applicant/Holder: Aldi Inc.  
 Doing Business As: Aldi  
 Address: 28 W. Ogden Ave. Downers Grove  
 Phone: not established yet  
 License Class: P-2

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

Grocery retail establishment

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

- 80 % Food
- 2.4 % Alcohol
- 4.03 % Non-alcoholic beverages
- 13.57 % Other - List:

Non-food special buy items varying from week to week. Includes home goods, pet supplies, clothing, toys, cooking utensils, outdoor goods, etc.

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.

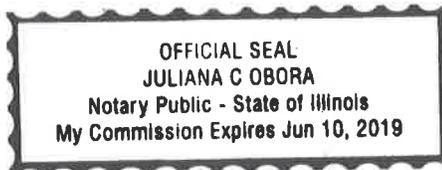
APPLICANT:

Aldi Inc.  
 Name of Corporation/Partnership/LLC/Sole Proprietorship

BY: Terry E. Pfortmiller

NAME: Terry E. Pfortmiller

TITLE: Secretary/Treasurer



Subscribed and sworn to before me this 7<sup>th</sup> day of May, 20 18.

Juliana C. Obora  
 Notary Public



### VILLAGE OF DOWNERS GROVE, ILLINOIS CERTIFIED EMPLOYEE DECLARATION

I, Terry E. Pfortmiller, DO HEREBY CERTIFY THAT I am the  
Print Name

Secretary/Treasurer of Aldi 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 Aldi  
d/b/a

located at 28 W. Ogden 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.

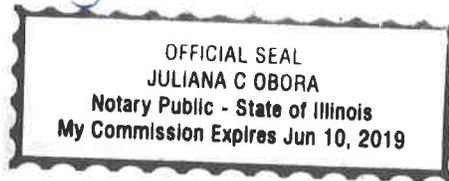
Date: 5/7/18

Terry E. Pfortmiller  
Signature

Subscribed and sworn to before me this 7<sup>th</sup> day of May, 2018.

Juliana C. Obora  
Notary Public

Attachments:  
*Employee list*  
*Certifications*



# BASSET Card



August 29, 2016



Letter ID: L0629083792

License No.: 5A-0085045  
Expiration Date: 8/16/2019  
License Type: Basset Card

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
NATHAN GEERS  
[Redacted]

Your "Student ID number" is: 000161

Your "Trainer's ID number" is: 5A-0085045

Your BASSET Card is located BELOW

**DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.**

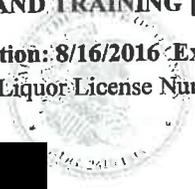
### IMPORTANT:

To re-print your card, visit the Illinois Liquor Control Commission website at [ILCC.illinois.gov](http://ILCC.illinois.gov)  
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

**ILLINOIS LIQUOR CONTROL COMMISSION**  
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601  
**BEVERAGE ALCOHOL SELLERS AND SERVERS  
EDUCATION AND TRAINING [BASSET] CARD**

Date of Certification: 8/16/2016 Expires: 8/16/2019  
Trainer's IL Liquor License Number: 5A-0085045  
NATHAN GEERS  
[Redacted]

**\*\*Card is not transferrable - OFF-PREMISE ONLY\*\***





ALDI Inc. Batavia Division

1200 North Kirk Road  
Batavia, IL 60510-1477

Tel.: 630/879-8100  
Fax: 630/879-8152

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### **Aldi #81 Downers Grove store employee listing**

Nathan Geers  
Mackenzie Rohrer  
Shawn Whalen  
Nick Ortiz  
Verleria Cook  
Paula Hass  
Bradley Geschke  
Rachael Campo  
Darnell Reed  
Karla Andrade  
Jen Torrijos  
Roger White  
Vilma Bartkus

\*Basset Certificates to be provided at a later date

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**TENANT'S  
ORIGINAL**

**ALDI LEASE AGREEMENT**

**EXECUTED  
DOCUMENT**

THIS ALDI LEASE AGREEMENT ("Lease") is made and entered into effective on the date **IRC Downers Grove Marketplace, L.L.C.**, a Delaware limited liability company ("Landlord"), and **Aldi Inc.**, an Illinois corporation ("Tenant") execute the Lease ("Effective Date"). In consideration of the mutual covenants hereinafter set forth, Landlord and Tenant agree as follows:

**1. PREMISES; TENANT PROTECTIONS**

1.1 Premises; Center. Landlord hereby leases to Tenant, and Tenant leases from Landlord, premises containing approximately ~~21,155~~ square feet of space (measuring approximately 105' x 217') as generally depicted on the layout plan, attached hereto as Exhibit A-1 (the "**Premises**"), including, without limitation, exclusive access to the loading dock attached thereto, together with all easements, rights and privileges appurtenant thereto. The Premises is located at 28 Ogden Avenue, Downers Grove, Illinois 60515 and is situated within a retail shopping center commonly known Downers Grove Market in Downers Grove, Illinois (the "**Center**"). The Center and Premises are generally depicted on the site plan attached hereto as Exhibit A-2 (the "**Site Plan**"). The Center is legally described on Exhibit B attached hereto. ✓

1.2 Tenant Rights and Easements. Landlord hereby grants and conveys to Tenant, and its successors and assigns, during the Term (defined in Section 4.1 below), as easements appurtenant to the Premises:

- (a) a non-exclusive easement and right-of-way over and across the specific access ways in the Center depicted on Site Plan and referred to herein as the "**Critical Access Drives**", to provide vehicular and pedestrian ingress and egress to and from the Premises, and maneuvering space for Tenant's delivery trucks and trailers to and from the truck dock and receiving area within the Center depicted on the Site Plan;
- (b) a non-exclusive easement for vehicular parking over and across the parking lot generally depicted on the Site Plan and referred to herein as the "**Protected Parking Field**";
- (c) a non-exclusive easement for visibility within area depicted on the Site Plan as the "**No-Build Area**";
- (d) an exclusive easement for installation and maintenance of Tenant's two-sided, internally illuminated, graphic sign panels with Tenant's corporate logo on the Common Sign(s) (defined in Section 10.4 below);
- (e) with regard to any common wall, a non-exclusive easement for support from the portion of such common wall serving the Premises and an exclusive easement for the purpose of permitting any encroachment of the foundations and the canopy from the Premises onto the immediately adjacent portions of the Center;
- (f) a temporary construction easement and right-of-way for the purpose of providing a staging and storage area for Tenant's construction materials and equipment to facilitate Tenant's performance of the initial Tenant's Work (defined in Section 3.3 below), and parking for Tenant's contractors on, over, across and through solely the areas depicted on the Site Plan as the "**Staging Area**". Tenant shall store its

Base Rent and all other amounts based on the square footage of the Premises shall be adjusted to reflect the actual floor area of the Premises. The floor area of the Premises shall be calculated based on the actual number of square feet of floor space (excluding any areas occupied by projections, structures or columns), as measured from (i) the exterior face of all exterior walls, doors and windows; and (ii) the center line of all interior walls separating any Premises from adjoining space.

3.5 Tenant Improvement Allowance. In consideration of Tenant's improving, finishing, furnishing, fixturing and equipping the Premises, Landlord agrees to pay Tenant an amount equal to \$25.00 per square foot of the Premises (the "Tenant Improvement Allowance"), no later than 30 days after the last to occur of the following:

- (a) Tenant has completed Tenant's Work and opened for business in the Premises;
- (b) Tenant has furnished Landlord with an affidavit that all work, labor and materials have been paid for, and delivered to Landlord a final lien waiver from Tenant's general contractor; and
- (c) Tenant has sent Notice to Landlord requesting payment of the Tenant Improvement Allowance within 24 months after Tenant opens for business in the Premises, or Landlord shall have no obligation to pay the Tenant Improvement Allowance.

Landlord and Tenant agree that the Tenant Improvement Allowance offsets the costs of Tenant's Work, including, but not limited to complete Tenant's permanent improvements to the Premises, all of which shall become the property of Landlord and remain in the Premises upon termination of the Lease.

If Landlord does not pay the Tenant Improvement Allowance to Tenant when due, and the same remains unpaid ten (10) days following delivery of a written reminder notice to Landlord, then: (i) Landlord shall pay to Tenant interest on such unpaid amounts at the Default Rate (defined in Section 5.4 below) from the due date until the date when paid; and (ii) Tenant shall have the right to deduct any and all such amounts owed Tenant against payments of Rent thereafter due Landlord until such time as Tenant has been credited the full amount of the Tenant Improvement Allowance plus applicable interest.

#### 4. TERM; POSSESSION AND USE

4.1 Initial Term. The term of this Lease (the "Term") shall commence on the date (the "Commencement Date") that is the earlier of (a) the date Tenant opens for business in the Premises or (b) the date that is 150 days after the Delivery Date. Unless extended pursuant to Section 4.2 below, the Term shall expire at the end of the last day of the 15<sup>th</sup> Lease Year. Once the Commencement Date is established, Landlord and Tenant shall execute a certificate memorializing the Commencement Date in the form attached hereto as Exhibit E.

4.2 Renewal Options. Tenant is hereby granted 4 successive options (individually, an "Option") to extend the Term for additional periods of 5 Lease Years each (each, an "Option Period") on the terms and conditions set forth herein. Each Option shall automatically be exercised, unless Tenant delivers to Landlord Notice not less than 365 days before the expiration of the Term (as it may have been previously extended) that Tenant elects to terminate the Lease at the expiration of the Term.

4.3 Lease Year. The term "Lease Year" shall mean each succeeding 12 month period during the Term, commencing: (a) on the Commencement Date if the Commencement Date coincides with the first day of the month; or (b) on the first day of the first month following the Commencement Date if the Commencement Date does not coincide with the first day of the month (in which case, the first Lease Year shall include the period from the Commencement Date to the first day of the first month following the Commencement Date).

4.4 Permitted Use.

(a) Subject to any exclusive use restrictions for the existing tenants in the Center set forth on Exhibit G attached hereto, as modified by the Hobby Lobby Waiver set forth on Exhibit G-1, for so long as such restrictions are in effect, Tenant may use the Premises for: (i) the operation of a select assortment retail grocery store, including the sale of alcoholic beverages for off-Premises consumption to the extent permitted by law ("Intended Use"); and (ii) any other lawful retail uses found in first class retail shopping centers (collectively, the "Permitted Use"). In addition, any change in use other than the Intended Use shall not violate any then-existing exclusive use granted to any future tenant of the Center occupying 21,155 or more square feet at the time of any proposed change in Tenant's use of the Premises, so long as Landlord provides Tenant with a list of any such exclusives upon Tenant's request therefor.

(b) Landlord acknowledges that Tenant is entering into this Lease in reliance upon its ability to conduct the Intended Use without any limitation or restriction by reason of any exclusive provision, contractual use restriction or other instrument which applies to the Premises or Tenant's use thereof ("Existing Restrictions"). Landlord represents and warrants that Exhibit G sets forth all Existing Restrictions.

4.5 No Operating Covenant. Notwithstanding any provision in this Lease to the contrary, it is expressly acknowledged by Landlord that this Lease contains no implied or express covenant for Tenant to conduct business in the Premises, continuously or otherwise, or (when conducting business in the Premises) to operate during any particular hours or, subject to the terms of this Lease, to conduct its business in any particular manner; provided, however, Tenant shall open the Premises (fully stocked and staffed) for business to the public for the Intended Use for at least one day.

5. BASE RENT

5.1 Commencing on the Commencement Date, Tenant shall pay to Landlord rent for the Premises during the Term ("Base Rent"), as set forth below:

<u>Lease Years</u>	<u>Annual Base Rent/Square Foot</u>	<u>Annual Base Rent</u> (based on 21,155 square feet)	<u>Monthly Base Rent</u> (based on 21,155 square feet)
1 - 5			
6 - 10			
11 - 15			
Option Periods			
16 - 20			
21 - 25			
26 - 30			

## Aldi Downers Grove Procedures for Alcohol Sales

### Aldi Hours of Operation:

**Mon-Saturday: 9 am - 9 pm**

**Sunday: 9 am - 8 pm**

### **Downers Grove legal to sell alcohol times:**

**Monday-Thursday 8 am - 1 am: (following day)**

**Friday & Saturday: 8 am - 2 am (following day)**

**Sunday: 9 am - 1 am: (following day)**

**New Years Eve: 8 am - 2 am: (following day)**

**St Patrick's Day: 8 am - 2 am: (following day)**

1. Alcoholic beverages will not be sold to any person under the age of 21. This policy is to be posted on a sign in the area where alcoholic beverages are displayed.

2. Alcoholic beverages will not be sold to any person who is visibly intoxicated. If customer appears intoxicated, the store manager will be notified and will address the situation.

All employees need to be understanding of the signs of intoxication per Basset training.

- (Relaxation (easy/agreeable)
- Loss of inhibitions (talkative/flirty)
- Lack of concentration (forgetful)
- Confusion (needs reminders)
- Drowsiness (yawning all the time)
- Staggering (can't walk well)
- Sleepiness (falling asleep)
- Slurred Speech Aggressive or violent behavior (can't speak correctly, makes verbal or physical threats towards others)

3. In order to be sold an alcoholic beverage, any customer who appears to be under 40 years of age is required to present documentation that shows him or her to be 21 years of age or older.

Acceptable documentation is a driver's license with photo or photo identification issued by a governmental body. Only the individual attempting to purchase alcohol is required to present identification.

a) The employee will check the identification to ascertain that it is authentic. The manager should be informed if there is any appearance of forgery or tampering.

b) In the absence of authentic identification providing the individual to be 21 or older, or in the case of doubt, the employee will apologize and refuse the sale of alcohol to the customer.

4. The sale of alcoholic beverages will only occur during approved hours according to state or local laws.

5. Only employees 21 years of age or older will be permitted to sell alcoholic beverages

6. No sale of damaged or unlabeled alcohol containers should be permitted, at any time, to either customers or employees.

7. Any damaged alcohol containers should be either returned to the supplier (according to the supplier agreement) or emptied, prior to disposal, in order to prevent consumption of this product.

8. Any return of an alcoholic beverage will result in the customer either receiving a refund on that item or a replacement product, unless state or local laws permit otherwise. Any apparent abuse of this return policy should be reported to the manager.

9. Any misplaced alcohol containers should be immediately returned to the appropriate section of the store.

10. All employees will be trained in the handling and sale of alcoholic beverages. Signed copies of the National Policy, training checklist, and store-specific procedures regarding the sale of alcoholic beverages will be placed in each employee's personnel file.

11. Consumption of alcoholic beverages by any person on ALDI premises is strictly prohibited.

12. The store manager will ensure compliance with all ALDI policies regarding the sales of alcoholic beverages (i.e., checking proof of age).

13. Control Buy Program with the Village of Downers Grove:

"The Downers Grove Police Department periodically conducts tests on establishments 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 that 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 possibly mandatory certified training for all employees."

\*\$500 administrative citation to the individual involved in the alcohol sales to a minor

\*Up to \$1,000 to cover costs of disciplinary hearing

\*Up to \$15,000 in fines

\*Suspension and/or revocation of liquor license

14. IDs permitted include the following: driver's license, passport, state ID, official military ID, resident alien card. Vertical driver licenses or state IDs are not permitted, even if 21 years old, customer must go renew their license.

15. All employees must complete basset training upon hire and renew their basset training every 3 years

16. Any employees who sell alcohol to a minor or intoxicated customer will be immediately terminated.

Store Employee  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Store Employee Printed Name \_\_\_\_\_

District Manager \_\_\_\_\_ Date \_\_\_\_\_

## Drug and Alcohol Policy

### **A. Purpose**

The use of illegal drugs and alcohol misuse by employees are inconsistent with the commitment of ALDI Inc. ("ALDI"), to provide a safe, healthy, secure, and productive work environment. Employees who use illegal drugs and misuse alcohol may have a number of work-related problems such as excessive absenteeism and tardiness, lower productivity, missed deadlines and poor work quality. Equally important, the use of illegal drugs and alcohol misuse can also result in a number of personal health and behavioral problems.

ALDI encourages employees with drug and alcohol problems to seek help **before** they become subject to discipline for violating this or other ALDI policies. ALDI will support, assist and accommodate such employees to the extent required by applicable law.

Information about the dangers of drug abuse and alcohol misuse, sources of help for drug and alcohol problems, this policy, and the consequences that may result from violations of this policy, is available from your personnel leader.

### **B. Scope**

This policy applies to all applicants and employees of ALDI, who must comply with this policy as a condition of their employment. Testing will be conducted in accordance with this policy and applicable law; to the extent this policy is inconsistent with any applicable law, ALDI will follow the law. This policy is effective September 16<sup>th</sup>, 2016, and supersedes any prior policy as well as any other written or oral statements or representations by ALDI that are inconsistent with the policy. ALDI reserves the right to revise, supplement or rescind this policy in its discretion in accordance with the requirements of applicable law or for any other lawful reason.

### **C. Definitions**

**"Adulterated specimen"** means a specimen that has been altered, as evidenced by test results showing either a substance that is not normally present in the specimen or showing an abnormal concentration of a substance that is normally present in the specimen.

**"Alcohol"** means the intoxicating agent in beverage alcohol or any low molecular weight alcohols such as ethyl, methyl or isopropyl alcohol. The term includes beer, wine, spirits and medications such as cough syrup that contain alcohol.

**"ALDI premises"** include, but are not limited to, all land, property, buildings, offices, facilities, grounds, parking lots, and places owned, leased, managed or used by ALDI.

**"ALDI vehicle"** means all vehicles owned, leased or used by ALDI and all vehicles that are used by employees, regardless of who owns or leases them, while working for ALDI.

**"Dilute specimen"** means a urine specimen that has creatinine and specific gravity values that are lower than expected for human urine.

**"Illegal drugs"** mean all controlled substances, designer drugs, synthetic drugs, and other drugs that are not being used or possessed under the supervision of a licensed health care professional or that are not being used in accordance with the licensed health care professional's prescription or whose use or possession is unlawful under the federal Controlled Substances Act. Illegal drugs includes medical and recreational marijuana. (Controlled substances are listed in Schedules I-V of 21 U.S.C. § 812 and 21 C.F.R. Part 1308.)

**"Inhalants"** mean volatile solvents, aerosols, gases and nitrites, such as paint thinners or removers, gasoline, lighter fluid, butane lighters, glue, hair or deodorant sprays, nitrous oxide, or other similar substances that are inhaled intentionally to produce feelings of intoxication, euphoria or stupefaction.

**"Medical Review Officer" or "MRO"** is a licensed physician who has knowledge, training and clinical experience regarding substance abuse disorders and who will, among other things, review applicants' and employees' positive drug test results and evaluate any medical explanations for such results.

**"Refuse to cooperate"** means refusing to take a drug or alcohol test, not promptly proceeding directly to a collection or testing site when told to do so, failing to remain at a collection or testing site until the collection or testing process is complete, attempting to provide or providing an adulterated or substituted specimen, failing to provide sufficient specimens, failing to sign testing and other required forms, and any other conduct that disrupts or interferes with the collection and testing process.

**"Substituted specimen"** means a urine specimen that has creatinine and specific gravity values that are so diminished or divergent that they are not consistent with human urine.

**"Test positive for alcohol"** means to take an alcohol test that results in an alcohol concentration of .04 or more.

**"Test positive for drugs"** means to take a drug test that results in a concentration of marijuana, cocaine, opiates, amphetamines, or phencyclidine, or their metabolites, that is equal to or exceeds the cutoff levels that are established by ALDI and its service agents [and is verified by an MRO].

**"Under the influence"** means to test positive for drugs or alcohol or an employee's actions, appearance, speech, or bodily odors that reasonably cause ALDI to conclude that the employee is impaired because of illegal drug use or alcohol or inhalant misuse.

#### **D. Work Rules**

Whenever employees are working, operating ALDI vehicles, machinery or equipment, present on ALDI premises, or present in any other location performing services for ALDI, they are prohibited from:

- using, possessing, buying, selling, manufacturing, distributing, dispensing or transferring illegal drugs or drug paraphernalia;
- being under the influence of illegal drugs, alcohol, or inhalants;
- possessing or consuming alcohol; and
- using inhalants.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs, alcohol or inhalants.

This policy does not prohibit employees from the lawful possession and use of over-the-counter and prescribed medications. Employees have the responsibility to consult with their doctors or other licensed medical practitioners about the effect of over-the-counter and prescribed medications on their ability to perform their specific job duties in a safe manner, and to promptly disclose any work restrictions to their supervisors or personnel leaders. Employees should not, however, disclose underlying medical conditions, impairments or disabilities to their supervisors or personnel leaders unless specifically directed to do so by their doctors or other licensed medical practitioners.

#### **E. Testing**

- 1. Pre-employment:** All applicants who have received a conditional offer of employment must pass a drug test before they are hired and/or begin working for ALDI.
- 2. Reasonable Suspicion:** Employees are subject to drug and/or alcohol testing if ALDI, based on specific articulable facts and reasonable inferences drawn from those facts, reasonably suspects them of using, possessing, or being under the influence of alcohol or illegal drugs while they are working, operating ALDI vehicles, machinery or equipment, present on ALDI premises, or present in any other location performing services for ALDI.
- 3. Post-accident:** Employees are subject to drug and/or alcohol testing when ALDI reasonably believes the employees may have contributed to or caused a work-related accident that results in damage to ALDI vehicles, machinery, equipment or other property or results in a fatality or an injury to a person who requires off-site medical treatment. Employees must notify their supervisors or personnel leaders as soon as safely possible after any accident, even if it does not result in serious damage to ALDI vehicles, machinery, equipment, property, a fatality or a serious injury to a person.
- 4. Return-to-duty and follow-up:** Employees who test positive for drugs and/or alcohol or who otherwise violate this policy, but are not terminated, must pass a drug and/or alcohol test before they can return to duty and are subject to follow-up drug and/or alcohol testing at times and frequencies determined by ALDI for up to two (2) years.

#### **F. Summary of Alcohol Collection and Testing Procedures**

Except where precluded by applicable state law, ALDI will follow the general collection and testing procedures set forth below:

1. Employees subject to alcohol testing will be required to sign a written consent form in which they consent to and authorize testing.
2. Employees shall be sent or transported to an ALDI designated collection site where they shall be required to verify their identity and cooperate in the site's normal specimen collection procedures.
4. The collection and testing will be conducted, in private, by a trained technician who will use approved testing devices and testing forms. Chain of custody procedures shall be

maintained from collection to the time specimens may be discarded to ensure proper identification, labeling, recordkeeping, handling and testing of specimens.

5. A screening test will be conducted first. If the employee's screen test result is less than .02, the employee will have passed the test.
6. If the employee's measured alcohol concentration is .02 or more, the employee shall be required to take a confirmation test. The results of the confirmation test, not the screen test, are determinative. If the employee's confirmation test result is less than .04, the employee will have passed the test. If the employee's confirmation test result is .04 or more, the employee will have tested positive for alcohol.
7. The technician will notify ALDI of the employee's test results in a confidential manner. ALDI (or one of its service agents) will notify employees of their test results.

#### **G. Summary of Drug Collection and Testing Procedures**

Except where precluded by applicable state law, ALDI will follow the general collection and testing procedures set forth below:

1. Employees and applicants subject to drug testing will be required to sign a written consent form in which they consent to and authorize testing.
2. Employees and applicants shall be sent or transported to an ALDI designated collection site where they shall be required to verify their identity and otherwise cooperate in the site's normal specimen collection procedures.
3. Specimens shall be collected, in private, by a trained collection site person who will use approved collection containers and custody and control forms. Chain of custody procedures shall be maintained from collection to the time specimens may be discarded to ensure proper identification, labeling, recordkeeping, handling and testing of specimens.
4. Collected specimens shall be tested by a certified laboratory. The laboratory shall test specimens for marijuana, cocaine, opiates, amphetamines and phencyclidine (and such other controlled substances as may be dictated by the circumstances in accordance with the requirements of applicable law). The laboratory shall first conduct a screen on the specimen. If the screen test is negative, the laboratory will report to ALDI that the employee or applicant has passed the drug test. If the screen test is positive, the laboratory will analyze the employee's or applicant's specimen using gas chromatography/mass spectrometry. The laboratory will send the test results to the MRO.
5. If an employee or applicant has a confirmed positive, adulterated, substituted or invalid drug test result, the MRO will contact the employee or applicant by telephone at the numbers listed on the custody and control form. Employees and applicants should promptly cooperate with the MRO.
6. The MRO shall advise ALDI if an employee or applicant has passed or failed the test, refused to cooperate, if a specimen is diluted, or if a test should be cancelled. If the MRO determines that there is a legitimate medical explanation for a positive, adulterated, or substituted test result, the MRO will report a negative test result to ALDI. If the employee or applicant does not provide a legitimate medical explanation for a positive test result, the MRO will verify the test result as positive. If the employee or applicant does not provide a legitimate medical explanation for an adulterated or substituted test result, the MRO will report to ALDI that the employee or applicant has refused to take a drug test. Invalid test results will be cancelled and, depending on the circumstances, may subject an employee or applicant to additional testing.

7. ALDI (or one of its service agents) will notify employees and applicants of their test results.
8. ALDI (or one of its service agents) shall advise employees and applicants of their rights, if any, to have their same specimens retested or their split specimens tested by a certified laboratory.

#### **H. Inspections**

ALDI reserves the right to inspect all parts and aspects of its premises for illegal drugs, drug paraphernalia, alcohol, inhalants or other contraband. All employees and visitors may be asked to cooperate in inspections of their persons, work areas and property (such as purses, wallets, tool boxes, lunch boxes, backpacks, water coolers, thermos bottles, flasks, briefcases, desks, cabinets, lockers or cars) that might conceal illegal drugs, drug paraphernalia, alcohol, inhalants or other contraband.

#### **I. Consequences**

1. Applicants who refuse to cooperate in a drug test or who test positive for drugs will not be hired by ALDI.
2. Employees who refuse to cooperate in a drug and/or alcohol test will be terminated.
3. If an employee is subject to a reasonable suspicion drug and/or alcohol test(s), ALDI will suspend the employee without pay, pending the final result(s) of the test(s). ALDI will reinstate the employee, with back pay, if the employee does not test positive for drugs and/or alcohol in violation of this policy.
4. Employees who test positive for drugs and/or alcohol or who otherwise violate this policy will be subject to appropriate disciplinary action up to and including termination of employment. Depending on the circumstances, an employee's return to work, reinstatement and/or continued employment may be conditioned on the employee's successful participation in and/or completion of any and all evaluations, counseling, treatment and rehabilitation programs, passing of return-to-duty and follow-up tests and/or other appropriate conditions as determined by ALDI.
5. ALDI may take disciplinary or other appropriate action when an employee engages in any conduct or is involved in any crime (including being charged with a crime, except where precluded by applicable law) that could adversely affect or be detrimental to ALDI's operations, interest or reputation.

#### **A. Confidentiality**

Information and records relating to test results and other medical information shall be kept confidential and maintained in files separate from employees' personnel files. Such records and information may be disclosed to applicants and employees, any third party designated in writing by an applicant or an employee, the MRO, a substance abuse professional, physician or other health care provider responsible for determining an employee's ability to safely perform his/her job and/or the employee's successful participation in and/or completion of any and all evaluations, counseling, treatment and rehabilitation programs, to and among ALDI's supervisors on a need to know basis, where relevant to ALDI's defense in a grievance, arbitration, administrative proceeding, lawsuit or other legal proceeding, or as required or otherwise permitted by law.

**National Procedures for Alcohol Sales**

1. Alcoholic beverages will not be sold to any person under the age of 21. This policy is to be posted on a sign in the area where alcoholic beverages are displayed.
2. Alcoholic beverages will not be sold to any person who is visibly intoxicated. If customer appears intoxicated, the store manager will be notified and will address the situation.
3. In order to be sold an alcoholic beverage, any customer who appears to be under 40 years of age is required to present documentation that shows him or her to be 21 years of age or older. Acceptable documentation is a driver's license with photo or photo identification issued by a governmental body. Only the individual attempting to purchase alcohol is required to present identification.
  - a) The employee will check the identification to ascertain that it is authentic. The manager should be informed if there is any appearance of forgery or tampering.
  - b) In the absence of authentic identification providing the individual to be 21 or older, or in the case of doubt, the employee will apologize and refuse the sale of alcohol to the customer.
4. The sale of alcoholic beverages will only occur during approved hours according to state or local laws.
5. Only employees 21 years of age or older will be permitted to sell alcoholic beverages unless state or local laws permit otherwise (i.e., 18 years of age).
6. No sale of damaged or unlabeled alcohol containers should be permitted, at any time, to either customers or employees.
7. Any damaged alcohol containers should be either returned to the supplier (according to the supplier agreement) or emptied, prior to disposal, in order to prevent consumption of this product.
8. Any return of an alcoholic beverage will result in the customer either receiving a refund on that item or a replacement product, unless state or local laws permit otherwise. Any apparent abuse of this return policy should be reported to the manager.
9. Any misplaced alcohol containers should be immediately returned to the appropriate section of the store.
10. All employees will be trained in the handling and sale of alcoholic beverages. Signed copies of the National Policy, training checklist, and store-specific procedures regarding the sale of alcoholic beverages will be placed in each employee's personnel file.
11. Consumption of alcoholic beverages by any person on ALDI premises is strictly prohibited.
12. The store manager will ensure compliance with all ALDI policies regarding the sales of alcoholic beverages (i.e., checking proof of age).

Store Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Store Employee Printed Name \_\_\_\_\_

District Manager \_\_\_\_\_ Date \_\_\_\_\_





VILLAGE OF DOWNERS GROVE  
REPORT FOR THE LIQUOR COMMISSION  
AUGUST 2, 2018 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Licensee: City Barbeque, LLC D/B/A: City Barbeque Address: 1034 Ogden Avenue	Application for Class R-2/O liquor license	Carol Kuchynka Liaison to the Liquor Commission

**REQUEST**

The applicant is requesting a Class R-2/O liquor license for City Barbeque located at 1034 Ogden Avenue.

**NOTICE**

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

**GENERAL INFORMATION**

Officer(s): James O'Connor, CFO/Treasurer  
Richard Mailr, CEO/President

Stockholder(s): City Barbeque Holdings, LLC - 100%

Manager: Mr. Ronnie Omott

Licensee: City Barbeque, LLC d/b/a City Barbeque  
1034 Ogden Avenue  
Downers Grove, IL 60515

**PROPERTY INFORMATION**

**EXISTING LAND USE:** Commercial  
**PROPERTY SIZE:** (3,730 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-2/O liquor license for the operation of a fast casual restaurant located at 1034 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.

"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, C, E, P-O, REC, RF, R or WB license and shall be limited to the conditions of the respective license classification issued to the establishment. The main and principal operation of the outdoor area shall be for dining purposes and 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 for new construction 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 August 2, 2018 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.

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

July 12, 2018

**COMMUNITY RESPONSE  
CENTER**

630.434.CALL (2255)

Mr. Tadd Christensen  
City Barbeque, LLC  
6175 Emerald Parkway  
Dublin, OH 43016

**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  
City Barbeque  
1034 Ogden Avenue, Downers Grove, IL 60515*

Dear Mr. Christensen:

The Liquor Commission of the Village of Downers Grove will meet on Thursday, August 2, 2018, 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\City BBQ\app-hrg.nts



# VILLAGE OF DOWNERS GROVE, ILLINOIS

## APPLICATION FOR LIQUOR LICENSE

Date: 06/29/2018

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: City Barbeque, LLC Phone: 614-583-0999

Address: 6175 Emerald Pkwy, Dublin, OH 43016

#### 1.2 Status:

Individual(s) or Sole Proprietorship

Corporation

Limited Liability Corporation

Partnership

Club

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

#### 1.3 Liquor Manager:

Name: Ronnie M. Omolt Phone: [REDACTED]

Address: [REDACTED]

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

Date of Birth [REDACTED] Place of Birth Illinois

### 2. PREMISES

Doing Business As City Barbeque Phone: TBD

Address: 1034 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: Vequity LLC - Series VXVII Downers Grove Phone: 312-985-0987

Address: 400 North State St., Ste. 400, Chicago, IL 60654

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. 08/06/2018

### 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 \_\_\_\_\_ 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 Ohio \_\_\_\_\_ on the 30<sup>th</sup> day of June \_\_\_\_\_, A.D., 1999. Company incorporated in State of Ohio 6/30/1999 and then amended articles of organization to become Limited Liability Company on 5/26/2016
- 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 X No \_\_\_
- 4.4 Registered Agent: Not Applicable \_\_\_  
Name: C T Corporation System Phone: \_\_\_\_\_  
Address: 208 South LaSalle St., Ste. 814, Chicago, IL 60604
- 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: James O'Connor, CFO/Treasurer Phone: [REDACTED]  
Address: [REDACTED]  
Note: City Barbeque, LLC does not have an individual General Partner, James O'Connor is an officer of City Barbeque, LLC and City Barbeque Holdings, LLC authorized to conduct business on their behalf.
- 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: Clint Umphrey, Market Leader Phone: [REDACTED]  
Address: [REDACTED]  
Note: Clint Umphrey is the Market Leader for the Chicago market and is responsible for operations of the locations, including the Downers Grove location.
- 4.7 Partnership Applicants must complete and attach DG LIQ-FORM 3/SHAREHOLDERS and DG LIQ-FORM 4/PARTNERSHIP/LIMITED LIABILITY CORPORATION.  
Note: City Barbeque, LLC is wholly owned (100%) by City Barbeque Holdings, LLC (EIN: 81-2870166), a Delaware Limited Liability Company.

### 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: \_\_\_\_\_

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

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
- ✓/P DG LIQ-FORM 2/Officers & Directors (for each Officer/Director, a Background Check Waiver form must be submitted)
- ✓/P 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)
- ✓/P 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) Emailed to Carol
- ✓ Floor Plan, as required for any premises to be licensed for sale of alcoholic liquor for consumption on the premises, Emailed to Carol 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 - Mailed check
- ✓ Certificate of Insurance
- ✓ Menu (If applicable)
- ✓/P 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:

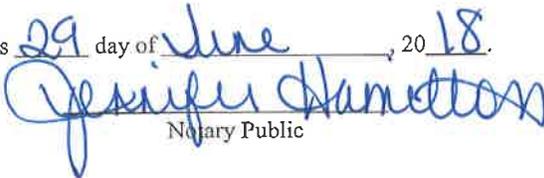
City Barbeque, LLC  
 Name of Corporation/Partnership/LLC/Sole Proprietorship

BY: James O'Connor  
 Print Name  
  
 Sign Name

TITLE: CFO/Treasurer



Jennifer Hamilton  
 Notary Public, State of Ohio  
 My Commission Expires 02-20-2022

Subscribed and sworn to before me this 29 day of June, 2018.  
  
 Notary Public



VILLAGE OF DOWNERS GROVE, ILLINOIS  
LIQUOR MANAGER APPLICATION

1. Name of Liquor License Applicant/Holder: City Barbeque  
Doing Business As: City Barbeque  
Address: 1034 Ogden Av Downers Grove 60515 IL  
Phone: ( ) \_\_\_\_\_ Liquor License Number: \_\_\_\_\_

2. Manager: Ronnie M. O'neill Phone: [REDACTED]  
(First) (Middle) (Last)  
Residence Address: [REDACTED]  
(Street Address) (City) (State) (Zip)

If less than one year, previous residence: \_\_\_\_\_  
Citizenship: \_\_\_\_\_ If naturalized, date/place of naturalization: \_\_\_\_\_  
Date of Birth: [REDACTED] 990 Place of Birth: Illinois  
Social Security #: [REDACTED] Driver's License # and State: [REDACTED]  
Number of hours per week of employment (35 minimum) 50

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:*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify I have never been convicted of a felony, misdemeanor or licensing ordinance violation.  
SIGNATURE OF MANAGER [Signature] Date 5/4/18

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: City Barbeque, LLC

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: City Barbeque, LLC

By: James O'Connor

Corporate Title: CFO/Treasurer

Date: 06/29/2018

Name: James O'Connor, CFO/Treasurer

Address: [REDACTED]

Social Sec. # [REDACTED] Driver's License # [REDACTED] Date of Birth: [REDACTED] 1961

General Partner            Limited Partner            Managing Partner            Ownership Interest: 0 %

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.

See attached for location listing.

(Attach completed Background Check Waiver)

Name: Richard Malir, CEO/President

Address: [REDACTED]

Social Sec. # [REDACTED] Driver's License # [REDACTED] Date of Birth: [REDACTED] 1964

General Partner            Limited Partner            Managing Partner            Ownership Interest: 0 %

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.

See attached for location listing.

(Attach completed Background Check Waiver)

Name: City Barbeque Holdings, LLC

Address: 6175 Emerald Pkwy., Dublin, OH 43016

Social Sec. # EIN: 81-2870166 Driver's License # N/A Date of Birth: N/A

General Partner \_\_\_\_\_ Limited Partner \_\_\_\_\_ Managing Partner \_\_\_\_\_ Ownership Interest: 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.

See attached for location listing

(Attach completed Background Check Waiver)

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

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

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

General Partner \_\_\_\_\_ Limited Partner \_\_\_\_\_ Managing Partner \_\_\_\_\_ Ownership Interest: \_\_\_\_\_

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: \_\_\_\_\_

General Partner \_\_\_\_\_ Limited Partner \_\_\_\_\_ Managing Partner \_\_\_\_\_ Ownership Interest: \_\_\_\_\_

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: \_\_\_\_\_

General Partner \_\_\_\_\_ Limited Partner \_\_\_\_\_ Managing Partner \_\_\_\_\_ Ownership Interest: \_\_\_\_\_

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)

**City Barbeque, LLC**  
**EIN: 31-1657386**  
**6175 Emerald Pkwy.**  
**Dublin, OH 43016**

Rest #	Restaurant Name	State License Number	Street	City	State	Zip
001	Upper Arlington	15087810050	2111 W. Henderson Road	Columbus	OH	43220
002	Gahanna	15087810006	108 S. Stygler Road	Gahanna	OH	43230
003	Reynoldsburg	15087810010	5979 E. Main Street	Reynoldsburg	OH	43213
005	Polaris	15087810065	8491 Sancus Blvd.	Columbus	OH	43240
006	Westerville	15087810075	600 S. State Street	Westerville	OH	43081
009	Powell	15087810040	3758 W. Powell Road	Powell	OH	43065
010	Beavercreek	15087810045	2330 N. Fairfield Road, Ste. B	Beavercreek	OH	45431
015	Centerville	15087810025	5 E. Franklin Street	Centerville	OH	45459
016	Newark	15087810095	1195 West Church Street	Newark	OH	43055
017	Grove City	15087810100	2261 Stringtown Road	Grove City	OH	43123
020	West Chester	15087810080	7706 Voice of America Centre	West Chester	OH	45069
022	Eastgate	15087810070	878 Eastgate North Drive	Cincinnati	OH	45245
023	Florence	008-NQ4-2828	8026 Burlington Pike	Florence	KY	41042
025	Blue Ash	15087810110	10375 Kenwood Road	Cincinnati	OH	45242
026	Lexington/Richmond Road	034-NQ4-3933	3292 Richmond Road	Lexington	KY	40509
027	NKU/Highland Heights/Alexandria Pike	019-NQ4-3918	2760 Alexandria Pike	Highland Heights	KY	41076
028	Harrodsburg	034-NQ4-3924	2187 Harrodsburg Road	Lexington	KY	40504
030	Greenwood	RR49-26979	7863 US 31 South	Indianapolis	IN	46227
031	Avon	RR49-27978	9116 Rockville Road	Indianapolis	IN	46234
032	Carmel	RR29-29696	1356 South Rangeline Road	Carmel	IN	46032
033	IUPUI	RR49-29698	621 West 11th Street	Indianapolis	IN	46202
035	Fishers	RR29-30418	9367 Ambleside Drive	Fishers	IN	46038
040	Cary	00252820AJ/AL	1305 Kildaire Farm Road	Cary	NC	27511
041	Durham	00250610AJ/AL	208 W. NC 54 Highway	Durham	NC	27713
042	Garner	00250462AJ/AL	110 Cabela Drive	Garner	NC	27529
043	Falls of Neuse/Raleigh	00250465AJ/AL	9424 Falls of Neuse Rd., Suite 108	Raleigh	NC	27615
044	University of Charlotte	00253677AJ/AL	8948 JM Keynes Dr., Ste. 420	Charlotte	NC	28262
045	Huntersville	T00256289	15425 Hodges Cir.	Huntersville	NC	28078
050	Louisville/Hurstbourne	056-NQ4-3912	329 Whittington Parkway	Louisville	KY	40222
060	Ballantyne	00244996AJ/AL	11212 Providence Road W	Charlotte	NC	28277
061	Galleria/Matthews	00249305AJ/AL	1514 Galleria Blvd.	Charlotte	NC	28277
080	Decatur Crossing	0086936	2511 Blackmon Dr.	Decatur	GA	30305
090	Berwyn	1A-1136143	7108 W. Cermak Rd.	Berwyn	IL	60402
092	Orland Park	1A-1137999	14301 S. La Grange Rd.	Orland Park	IL	60462
100	Sylvania/Toledo	15087810115	7402 W. Central Ave.	Toledo	OH	43617

**City Barbeque, LLC**  
**EIN: 31-1657386**  
**6175 Emerald Pkwy.**  
**Dublin, OH 43016**

**Organization and Ownership Guide**

<u>Name</u>	<u>Description/Title</u>	<u>EIN (if applicable)</u>	<u>Ownership %</u>
City Barbeque, LLC	Operating entity - Ohio Limited Liability Company	31-1657386	N/A
City Barbeque Holdings, LLC	Sole member of City Barbeque, LLC - Delaware Limited Liability Company	81-2870166	100.00%
CBBQ Holding Corp.	Member of City Barbeque Holdings, LLC - Delaware Corporation	61-1794810	55.25%
City Barbeque Group, Inc.	Member of City Barbeque Holdings, LLC - Ohio Corporation	81-2741592	43.79%
City BBQ Corporation	Member of City Barbeque Holdings, LLC - Ohio Corporation	81-2803128	0.97%
Richard Malir	President and CEO of City Barbeque, LLC		
James O'Connor	Treasurer and CFO of City Barbeque, LLC		



VILLAGE OF DOWNERS GROVE, ILLINOIS
BUSINESS ACTIVITY DECLARATION

1. Name of Liquor License Applicant/Holder: City Barbeque, LLC
Doing Business As: City Barbeque
Address: 1034 Ogden Ave., Downers Grove, IL 60515
Phone: 614-583-0999
License Class: R-2 Restaurant Beer/Wine

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

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

- Food (80 %) Food
Bottled beer & wine (5 %) Alcohol
Soft drinks (10 %) Non-alcoholic beverages
Retail items/Gift cards (5 %) Other - List:

Retail items include t-shirts and promotional items

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:

City Barbeque, LLC

Name of Corporation/Partnership/LLC/Sole Proprietorship

BY: James O'Connor

NAME: James O'Connor

TITLE: CFO/Treasurer



Jennifer Hamilton
Notary Public, State of Ohio
My Commission Expires 02-20-2022

Subscribed and sworn to before me this 29 day of June, 2018.

Jennifer Hamilton
Notary Public



### VILLAGE OF DOWNERS GROVE, ILLINOIS CERTIFIED EMPLOYEE DECLARATION

I, Ronnie M. Omott, DO HEREBY CERTIFY THAT I am the  
*Print Name*

General Manager of City Barbeque, 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 City Barbeque  
*d/b/a*

located at 1034 Ogden 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: 7/3/18

[Signature]  
*Signature*

Subscribed and sworn to before me this 3<sup>rd</sup> day of July, 2018.

[Signature]  
Notary Public

Attachments:  
*Employee list*  
*Certifications*





eTIPS On Premise 3.0

**CERTIFIED**

Issued: 06/27/2018

Expires: 06/27/2021

ID#: 4839871

DOB: 02/07/1990

Ronnie M Omott

City Barbeque

1034 Ogden Ave

Downers Grove, IL 60515-2812 USA

BASSET

Not Valid If Printed



## Village of Downers Grove Outdoor Sales Application

DATE: 06/29/2018

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 City Barbeque, LLC  
Address 6175 Emerald Pkwy.  
City Dublin State OH Zip 43016 Phone 614-583-0999

2. Doing Business As City Barbeque  
Address 1034 Ogden Ave.  
City Downers Grove State IL Zip 60515 Phone TBD  
Class of License R-2 Liquor License Number Applied for

3. Name of Manager Ronnie M. Omott, General Manager  
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. - *N/A*

**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: City Barbeque, LLC

PRINT NAME: James O'Connor

SIGNATURE: *James O'Connor*

TITLE: CFO/Treasurer

Subscribed and sworn to before me this 29 day of June, 2018.

*Jennifer Hamilton*  
Notary Public



Jennifer Hamilton  
Notary Public, State of Ohio  
My Commission Expires 02-20-2022



City Barbeque, LLC

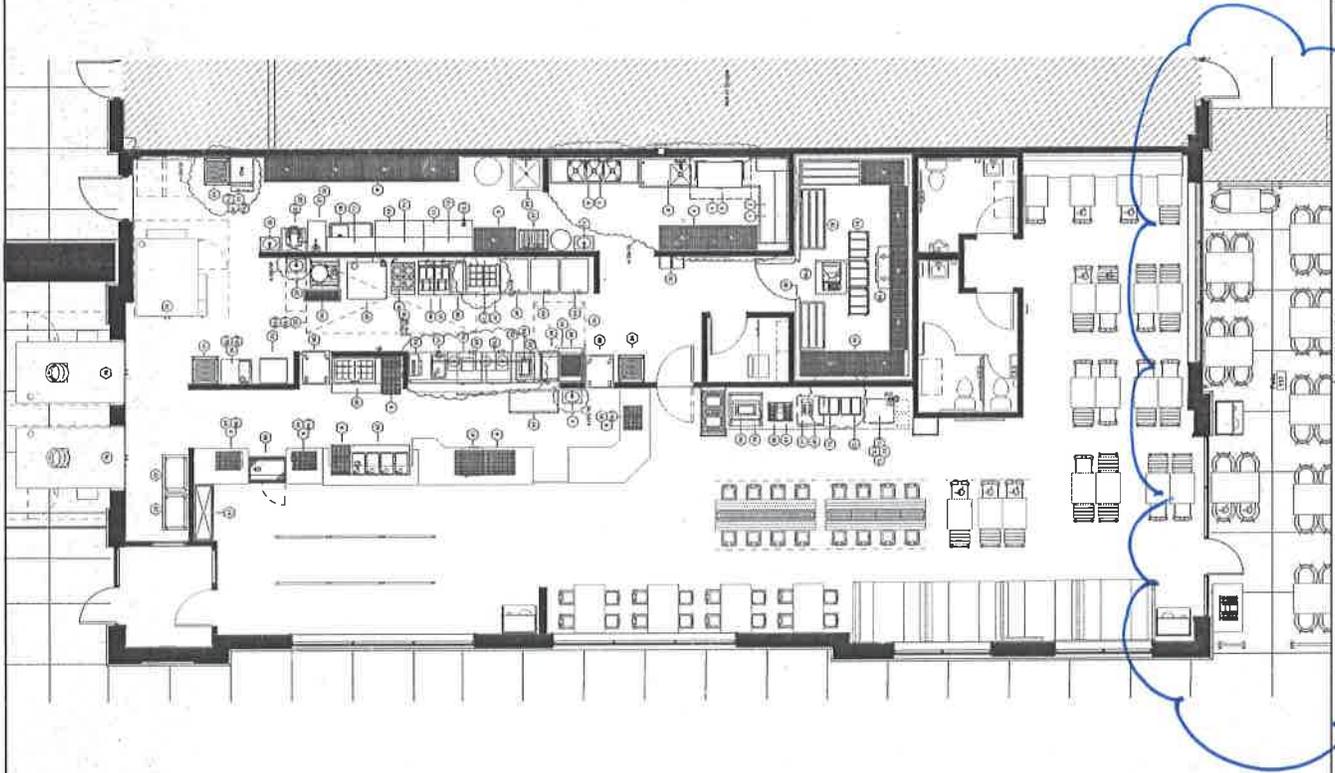
Village of Downers Grove, IL

**Outdoor Sales Application Guide**

City Barbeque – 1034 W. Ogden Ave. Downers Grove, IL 60515  
FSI & A4

- Sheet C5.1 – Civil / Site Plan
  - The City Barbeque (City BBQ) restaurant space is approximately 3,730 SF on the west side the landlord provided shell building – not including the patio
  - The proposed City BBQ Patio is a covered patio located directly attached to and on the South side of the City Barbeque restaurant
  
- Sheet A2 – Architectural Plan
  - The City BBQ patio is approximately 11' -11-1/2" x 38'-0" wide. (Approximately 450 SF)
  
- Sheet A2.1 – Schematic Plan
  - Egress from the restaurant will be via a door on the Southwest corner of the space directly on to the patio
  - The Patio will have a maximum seating capacity of nine tables and a maximum of 34 seats.
  - The Patio will be surrounded on the north side by the building and on the East, South & West by a 3'-0" tall Metal Patio fence also shown in elevation on sheets A4 & A5.2 - detail 6.
  
- Sheet A5.2 – Architectural Details
  - Detail 10 details the physical dimensions of the patio and the location of the patio fence.
  - Detail 6 specifically describes the patio fence and details it being 3'-0" tall
  - Detail / Section 13 – details the adjacency of the patio to the building.

*5/1/17*



R.G. Schaefer Co. 2145 Fremont Ave P.O. Box 5885 Chicago, IL 60646 P. 773-861-2094 F. 773-861-2094 E. info@rgschaefer.com	Designed For: <b>CITY BBQ DOWNERS GROVE</b>	R.G. Schaefer Co. CG TR	Client Approval: Date: 10/26/17	Revisions: 12/7/17 1/15/18 3/15/18 4/23/18	Sheet No. <b>F51</b>
	NOTICE: BY DRAWING OR INSTRUMENT OF SERVICES AND BY ACCEPTANCE HEREBY OF THE PROPOSAL, THE CLIENT AGREES TO HOLD R.G. SCHAEFER CO., INC. HARMLESS AND TO HOLD R.G. SCHAEFER CO., INC. HARMLESS FROM AND AGAINST ALL LIABILITY FOR THE PROPOSAL IN EFFECT ON THE DATE OF ISSUE.	Designed By: CG TR	Scale: 1/4" = 1'	Date: 10/26/17	Revisions: 12/7/17 1/15/18 3/15/18 4/23/18

**R.G. Schaefer Co.**  
 Exceptional Food Service Design and Equipment  
[www.rgschaefer.com](http://www.rgschaefer.com)

**CONTACT:**  
 4176 Archer Parkway  
 Chicago, IL 60630  
 312.467.1000 (Fax)  
 312.467.1000 (Phone)  
 www.designcollective.com

**PROJECT MANAGER:**  
 Chicago Collective Architects  
 111 E. Hubbard Street  
 Chicago, IL 60611  
 312.467.1000 (Phone)  
 www.designcollective.com

**ARCHITECT:**  
 4176 Archer Parkway  
 Chicago, IL 60630  
 312.467.1000 (Phone)  
 www.designcollective.com

**GENERAL CONTRACTOR:**  
 2140 Eastman Ave., P.O. Box 8186  
 Chicago, IL 60680  
 312.467.1000 (Phone)  
 www.designcollective.com



**City**  
**BARBEQUE**  
 Chicago - Downers Grove  
 1034 West Ogden Ave.  
 Downers Grove, IL 60515

DATE	2/23/2018
PROJECT NO.	1032.29
SCALE	1/8" = 1'-0"

Exterior Elevations  
**A4**

**EXTERIOR ELEVATIONS - GENERAL NOTES**

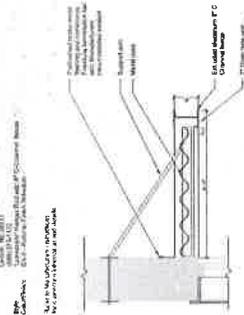
1. See notes regarding dimensions on all elevations. The Contractor is responsible for verifying dimensions on all elevations and construction.
2. All dimensions are given unless otherwise indicated. All dimensions are in feet and inches.

**EXTERIOR ELEVATIONS - KEYED NOTES**

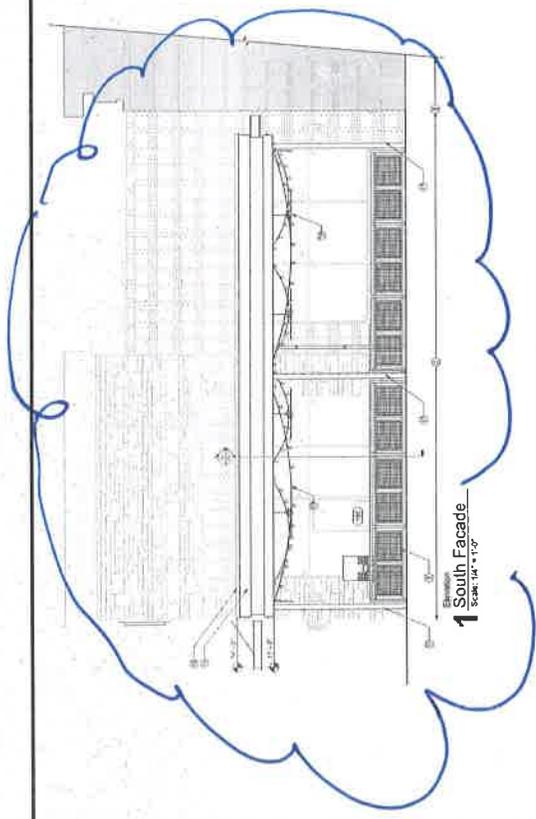
1. Existing building elevations to be retained as shown. All elevations to be replaced by new elevations.
2. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.
3. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.
4. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.
5. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.
6. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.
7. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.
8. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.
9. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.
10. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.
11. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.
12. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.
13. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.
14. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.
15. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.
16. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.
17. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.
18. All elevations are to be shown in their original location. All elevations to be replaced by new elevations.



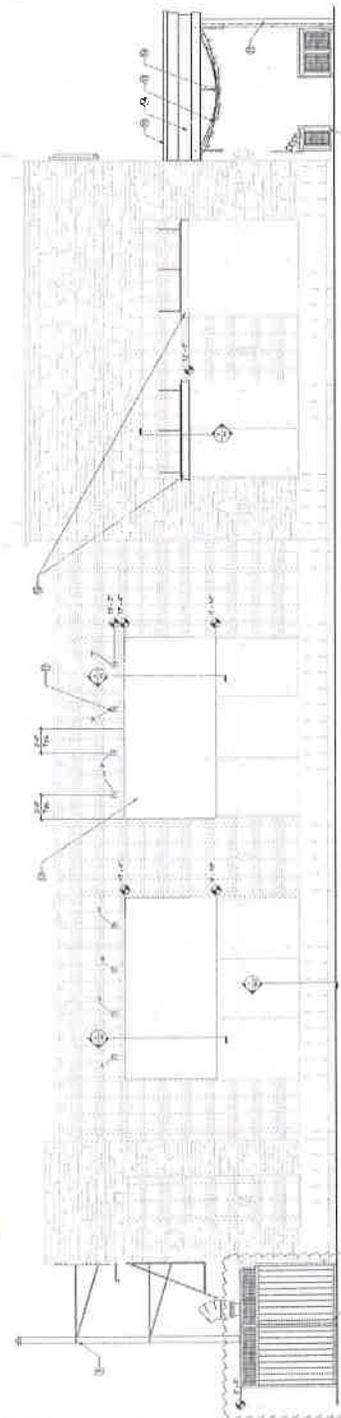
**Steel Canopy Specifications**  
 Manufacturer:   
 Model:   
 Color:   
 Finish:   
 Material:   
 Notes:   
 For all elevations, see notes on page 10.



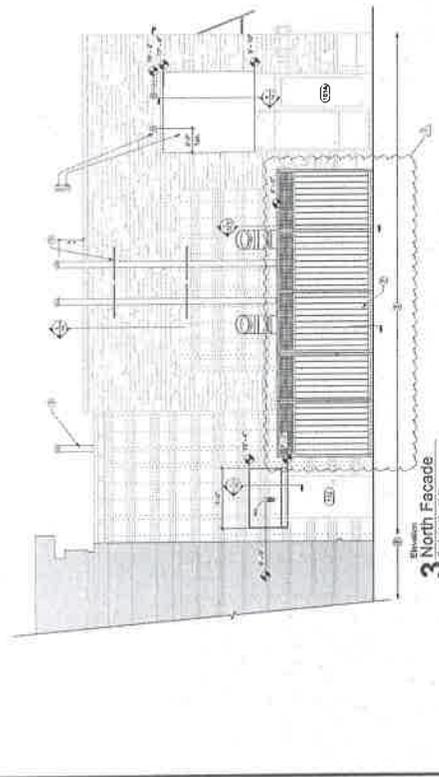
**7 Metal Canopy**  
 Scale: 3/4" = 1'-0"



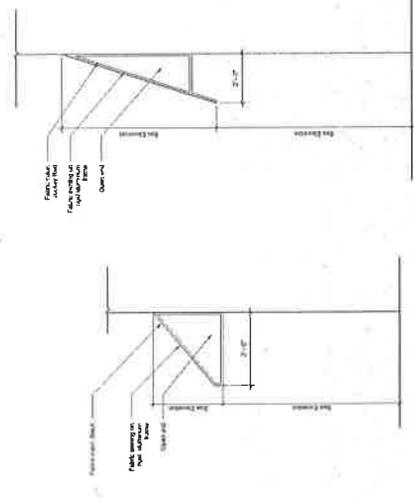
**1 South Facade**  
 Scale: 1/4" = 1'-0"



**2 West Facade**  
 Scale: 1/4" = 1'-0"



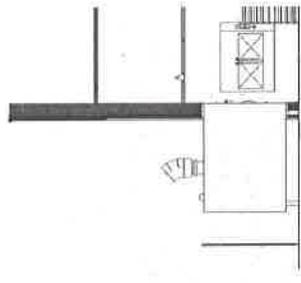
**3 North Facade**  
 Scale: 1/4" = 1'-0"



**5 Awning - Typical**  
 Scale: 1/2" = 1'-0"



**4 Awning - Delivery**  
 Scale: 1/2" = 1'-0"



**6 Section at Smokery**  
 Scale: 1/4" = 1'-0"





**OWNER**  
 CHICAGO, ILL.  
 475 West Madison  
 60607  
 (312) 424-2000 (Fax)  
 (312) 424-2000 (Cell)  
 (312) 424-2000 (Home)

**ARCHITECT**  
 Design Collective Architecture  
 1000 North Dearborn Street  
 Chicago, Illinois 60610  
 (312) 424-2000 (Phone)  
 (312) 424-2000 (Fax)  
 www.designcollective.com

**DESIGN COLLECTIVE**  
 1000 North Dearborn Street  
 Chicago, Illinois 60610  
 (312) 424-2000 (Phone)  
 (312) 424-2000 (Fax)  
 www.designcollective.com

**PROJECT MANAGER**  
 1175 Belmont Parkway  
 Chicago, Illinois 60641  
 (312) 424-2000 (Phone)  
 (312) 424-2000 (Fax)  
 www.designcollective.com

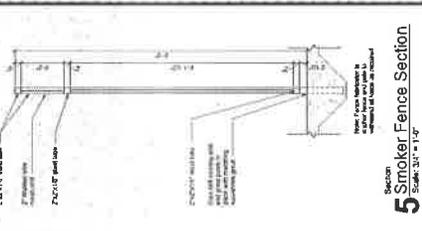
**PROJECT ADDRESS**  
 2200 Superior Ave., 2/F, Box 1888  
 Chicago, Illinois 60607  
 (312) 424-2000 (Phone)  
 (312) 424-2000 (Fax)  
 www.designcollective.com



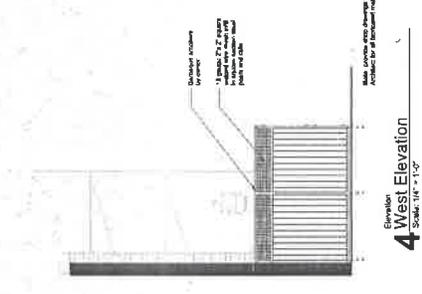
**PROJECT TRACK**  
 Construction Set

**City**  
**BARREQUE**  
 Chicago - Downers Grove  
 City Barque, LLC  
 1034 West Ogden Ave.  
 Downers Grove, IL 60515

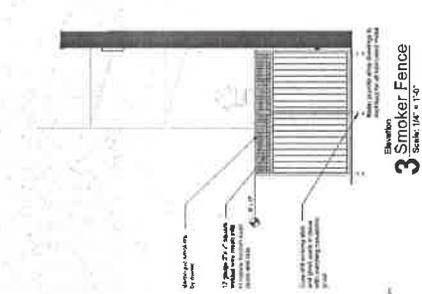
DATE	2/23/2018
BY	1002.ZB
DESCRIPTION	Architectural Details



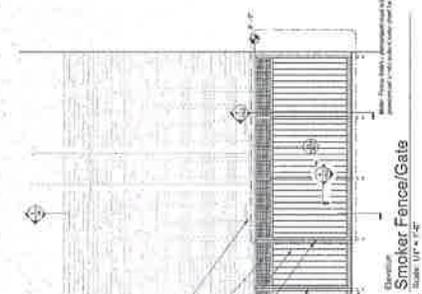
**Section**  
**5 Smoker Fence Section**  
 Scale: 3/4" = 1'-0"



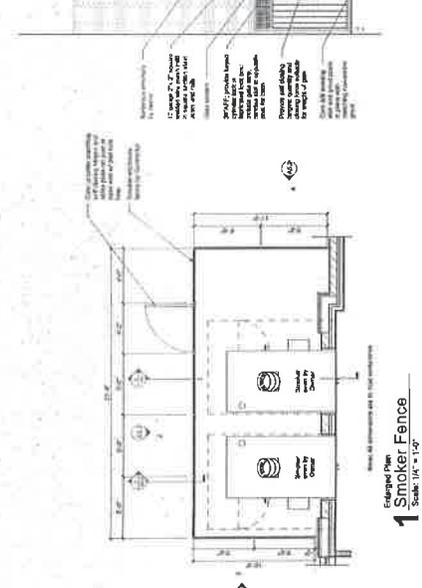
**Elevation**  
**4 West Elevation**  
 Scale: 1/4" = 1'-0"



**Elevation**  
**3 Smoker Fence**  
 Scale: 1/4" = 1'-0"



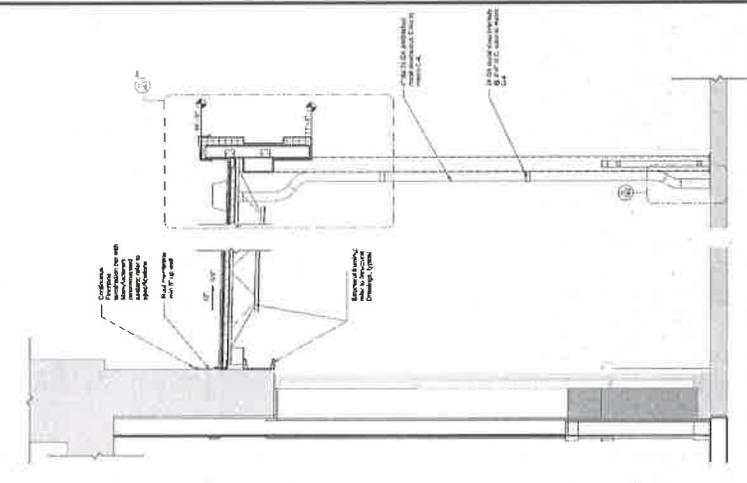
**Elevation**  
**2 Smoker Fence/Gate**  
 Scale: 1/4" = 1'-0"



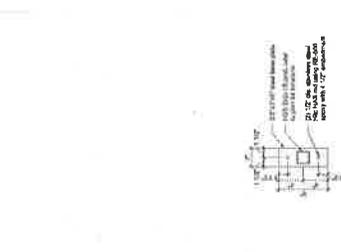
**Elevated Plan**  
**1 Smoker Fence**  
 Scale: 1/4" = 1'-0"



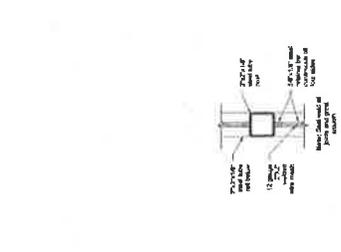
**5A Smoker Fence Opacity**  
 Scale: 1/4" = 1'-0"



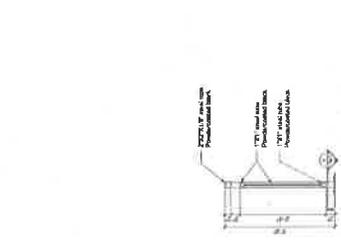
**Section**  
**13 Section at Canopy**  
 Scale: 3/4" = 1'-0"



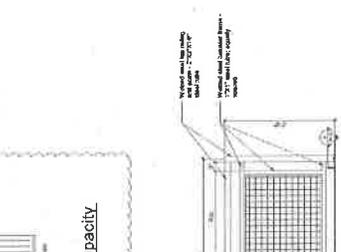
**Section**  
**9 Base Plate Detail**  
 Scale: 1/2" = 1'-0"



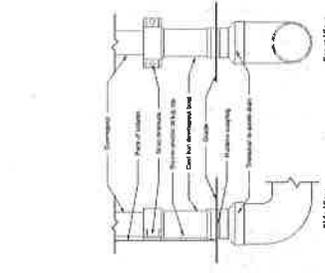
**Section**  
**8 Smoker Fence Post**  
 Scale: 1/2" = 1'-0"



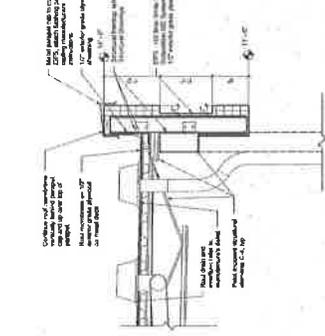
**Section**  
**7 Patio Fence**  
 Scale: 3/4" = 1'-0"



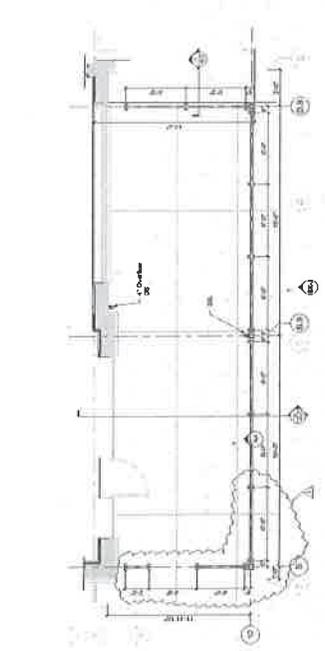
**Elevation**  
**6 Patio Fence**  
 Scale: 3/4" = 1'-0"



**Section**  
**12 Downspout Boot**  
 Scale: 1/2" = 1'-0"



**Section**  
**11 Canopy Section**  
 Scale: 1/2" = 1'-0"



**Elevated Plan**  
**10 Patio Plan**  
 Scale: 1/4" = 1'-0"



**City Barbeque, LLC**

**Village of Downers Grove, IL**

**Outdoor Sales Operation Plan**

The outdoor area of operation for the City Barbeque location at 1034 Ogden Ave., Downers Grove, IL 60515 consists of a 450 SF covered patio. The patio operates under the same guidelines and policies as the indoor operations. The below additional policies apply to the patio:

1.) Hours of operation (same as indoor operation)

- Monday 10:30AM – 10:00 PM
- Tuesday 10:30AM – 10:00 PM
- Wednesday 10:30AM – 10:00 PM
- Thursday 10:30AM – 10:00 PM
- Friday 10:30AM – 10:00 PM
- Saturday 10:30AM – 10:00 PM
- Sunday 10:30AM – 10:00 PM

2.) All alcohol laws and alcohol guidelines specified in the City Barbeque teammate handbook will apply to the patio area.

3.) A City Barbeque teammate should make routine and regular visits to the patio area to dispose of any waste and unattended alcoholic beverages. Teammate should also monitor the actions of guests and alert a manager of any signs of a guest becoming intoxicated.

4.) Guests are to remain in the fenced in area of the patio while consuming alcohol and teammates should not allow any guest to leave the patio area, unless returning to the indoor area, with an alcoholic beverage.

5.) Since there is no outdoor sales serving area or guided seating, guests will have the freedom to seat themselves. Teammates should monitor patio capacity and restrict guest seating arrangements that hinder normal guest traffic or prevent adherence to safety guidelines.

6.) Only food, beverages, and alcoholic beverages purchased from City Barbeque from the indoor area is permitted to be consumed in the patio area. There is no separate or limited menu for the patio area.



**LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "Lease"), dated as of the 16 day of May, 2017 ("Effective Date"), by and between VEQUITY LLC – SERIES XVII DOWNERS OGDEN, a Delaware series limited liability company, for itself and as agent for VEQUITY LLC – SERIES XVII DOWNERS OGDEN AI, a Delaware series limited liability company, as tenants in common, with an office at 400 North State Street, Suite 400, Chicago, Illinois 60654 ("Landlord"), and CITY BARBEQUE, LLC, an Ohio limited liability company with an office at 6175 Emerald Parkway, Dublin, Ohio 43016 ("Tenant").

**WITNESSETH:**

In consideration of the rents and covenants set forth in this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises (as defined in Section 1.01(T)) upon the following terms and conditions:

**ARTICLE I**

**FUNDAMENTAL LEASE PROVISIONS**

**SECTION 1.01 Definitions:**

**A. Additional Rent:**

1. **Initial CAM Costs:** Estimated [REDACTED] per square foot of Floor Area (as defined below) per annum, which includes insurance cost, subject to adjustment in accordance with Article V below.
2. **Initial Taxes:** Estimated [REDACTED] per square foot of Floor Area per annum, subject to adjustment in accordance with Article VI below.

**B. Adjacent Parcels:** Those certain parcels depicted as "Adjacent Parcels" on Exhibit A attached hereto.

**C. Reserved.**

**D. Annual Minimum Rent:**

<u>Period</u>	<u>PSF</u>	<u>Annual Rent</u>	<u>Monthly Installments</u>
<u>Initial Lease Term:</u> Commencement Date through end of fifth (5 <sup>th</sup> ) Lease Year (as defined in Section 1.01(P)):	[REDACTED]	[REDACTED]	[REDACTED]
Sixth (6 <sup>th</sup> ) Lease Year through end of tenth (10 <sup>th</sup> ) Lease Year:	[REDACTED]	[REDACTED]	[REDACTED]
Eleventh (11 <sup>th</sup> ) Lease Year	[REDACTED]	[REDACTED]	[REDACTED]

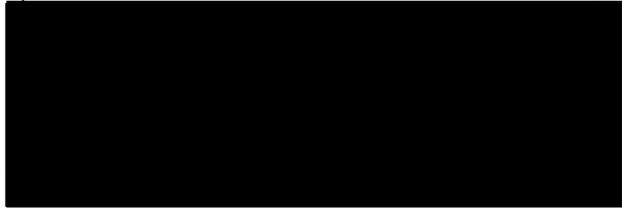
through end of Fifteenth (15<sup>th</sup>)  
Lease Year:

1<sup>st</sup> Extension Period: (as defined in  
Section 1.01(H)):

2<sup>nd</sup> Extension Period:

3<sup>rd</sup> Extension Period:

4<sup>th</sup> Extension Period:



- E. **Broker:** JLL (Zac Lewinski and Jason Trombley).
- F. **Commencement Date:** The earlier of (i) the date that is ninety (90) days following the later to occur of: (1) the Possession Date (as hereinafter defined in Section 2.04); and (2) the date Tenant receives the Tenant Permits provided Tenant complies with the provisions of Section 2.03 hereof; or (ii) the date on which Tenant opens for business to the public in the Premises.
- G. **Expected Possession Date:** January 15, 2018. ✓
- H. **Extension Periods:** Four (4) periods of five (5) years each. ✓
- I. **Exclusive Use:** So long as (i) an Event of Default (as defined herein) does not exist and (ii) Tenant is open and operating in the Premises as a barbeque restaurant, Landlord shall not, during the Term of the Lease, lease any premises within the Property (or any Adjacent Parcel) to: (a) a restaurant whose gross sales of smoked and barbequed meats in the aggregate, exceeds 15% of its customary total gross sales; or (b) a restaurant utilizing the name "Barbeque" or "BBQ" or "Smoke" (or a variation thereof) as it pertains to meat or bones in its trade name; provided, however, Landlord shall impose Tenant's Exclusive Use on the Adjacent Parcels pursuant to the ECR except for the Panda Parcel as noted on Exhibit A. This exclusive shall not apply to existing tenants or occupants of the Property (or their assignees or subtenants) of any lease in full force and effect as of the Effective Date if Landlord does not have the right pursuant to such existing lease to prevent such violating use(s). Violation by Landlord of this Exclusive Use shall cause Minimum Rent to be reduced by 50% during the period of violation, without limiting Tenant's other rights or remedies available at law or in equity.
- J. **Floor Area:** The actual number of square feet of space contained on all floors within any building area in a particular premises (including the Premises) within the Property (as defined below).
- K. **Reserved.**
- L. **Initial Lease Term:** Fifteen (15) Lease Years ending on the last day in the fifteenth (15<sup>th</sup>) Lease Year.

common areas provided the Premises remains approximately 3,730 rentable square feet, complies with applicable governmental requirements and the changes do not materially and adversely affect the Patio Area, Tenant's signage, reduce the number of parking spaces by more than 5%, or materially and adversely affect Tenant's visibility or ingress/egress to Ogden Avenue.

- U. **Security Deposit:** None.
- V. **Substantial Completion:** Issuance of a certificate of occupancy, either temporary or permanent, for the Premises by the appropriate governmental or quasi-governmental authority.
- W. **Tenant's Notice Address:** 6175 Emerald Drive, Dublin, Ohio 43016, Attention: Real Estate Director, Phone: 614-583-0999, with copy to Rick Malir, President, at the same address.
- X. **Tenant's Share:** A fraction, the numerator of which shall be the Floor Area of the Premises and the denominator of which shall be the leasable Floor Area in the Property (including the Premises); .
- Y. **Term:** The Initial Lease Term, plus the Extension Period(s), if the option(s) for any such Extension Period is exercised.
- Z. **Trade Name:** City Barbeque.

The following exhibits are hereby incorporated into this Lease and made a part of this Lease for all purposes:

- Exhibit A - Site Plan
- Exhibit B - Commencement Date and Expiration Date Agreement
- Exhibit C - Subordination, Non-Disturbance and Attornment Agreement
- Exhibit D - Landlord's Work
- Exhibit E - Tenant's Approved Signage
- Exhibit F - Use Restrictions
- Exhibit G - ECR
- Exhibit H - Landlord Waiver

Opening Summer 2018!

# City BARBEQUE

## DINE IN & CARRY OUT MENU

PINT = 2-3 folks | QUART = 5-6 | PAN = 20-24

### SMOKED MEATS

*(Enjoy it naked, bunned (140 cal.), or by the lb.)*

**Beef Brisket** 8.29 (16.99/lb) 400/1000 cal.

**Pulled Pork** 6.59 (12.99/lb) 410/1025 cal.

**Turkey Breast** 6.99 (13.99/lb) 220/550 cal.

**Pulled Chicken** 6.79 (13.29/lb) 350/875 cal.

**Smoked Sausage**

3.99 (1) | 7.89 (2) | 11.99 (4) 320-1280 cal.

### FEATURES

**Pick Two Meats** 13.49 (570-1120 cal.)

Pulled pork, brisket, pulled chicken, turkey, sausage, 1/4 chicken, 3 ribs, and Texas toast

**More Cowbell** 8.29 (880 cal.)

Award-winning beef brisket topped with peppers, smoked provolone, onions, and creamy horseradish sauce piled high on Texas toast!

**Chicken Breast Sandwich** 8.49 (560 cal.)

Chicken breast on a premium bun, served with a wing

**Lo Lo's Pulled Pork** 7.29 (530/1325 cal.)

Marinated in Swine Wine, topped with creamy slaw

*New Item!*

### SIDES

2.29 each (35-450 cal.)

5.99/pt | 9.99/qt | 28.99/pan

3 Side Plate, 5.99 (105-1350 cal.)

**Add 2 sides to any entree for only \$3.49!**

**Fresh-Cut Fries**

**Green Beans w/  
Bacon**

**Mac & Cheese**

**Sweet Vinegar  
Slaw**

**Corn Pudding**

**Hush Puppies**

**Cornbread**

**Collards w/ Pork**

**Potato Salad**

**Side Salad**

**Baked Beans w/  
Brisket**

**SEASONAL ITEM!**

**Cukes N' Onions**

**SEASONAL ITEM!**

**Citrus Pecan Slaw**

### SAMPLE THE CITY

*(Can't decide? Try a little of everything!)*

**Judge's Sampler**

28.99 (w/ 2 pt. sides + \$5) (3225-3750 cal.)

Enough for 2! A 1/4 chicken and 1/2 slab of ribs, plus pulled pork, beef brisket, 2 sides, 2 cornbreads, and Texas toast

**City Sampler**

18.99 (w/ 2 pt. sides + \$5) (1500-1915 cal.)

**Double Smoked Brisket Taqos**

3 for \$9 (540 cal.)

Double smoked brisket with corn and tomato chimichurri salsa on flour tortillas.

**CHICKEN***(Free-roaming, Amish Farm chicken!)***Half Chicken** 9.99 (990 cal.)**Breast/Wing** 7.99 (520 cal.)**Leg/Thigh** 5.99 (410 cal.)**ST. LOUIS-CUT RIBS***(Bite-off-the-bone, competition-quality!)***Full Slab** 22.99 (1320 cal.)**Half Slab** 12.99 (660 cal.)**By The Bone** 2.25 (110 cal.)**SHARABLES****Fried Pickle Chip Basket with chipotle ranch dipping sauce**

6.49

**Cheesy Bacon Fries** 6.49**FAMILY DINNER****Kid's Plate** 4.99

Choose a kid's sandwich, mac &amp; cheese, or chicken tenders, plus a kid's-sized side and drink

**Family Pack** 24.99 (3350-5270 cal.)

1 lb. pulled pork, buns, 2 pint sides, and cornbread for 2 adults and 2 kids

Beef brisket, pulled pork, sausage, turkey, 2 sides, and Texas toast

**The MOTHERLOAD** 59.99 (5260-7750 cal.)

Enough for 6! Brisket, pulled pork, turkey, 1/2 slab of ribs, 1/2 chicken, 2 sausages, 6 individual sides, cornbread, and Texas toast

**FRESH SALADS****Smokehouse Turkey Salad** 8.49 (490 cal.)

Spring mix topped with our national award-winning smoked turkey, cucumbers, tomatoes, cheese, onions, and cranberries

**Garden Salad** 6.49

Spring mix, cucumbers, tomatoes, cheese, onions, and cranberries

**New Item!****Baja Turkey Salad** 9.49

Smoked Turkey, spring mix, tomato, cukes, baja corn salsa, freshly fried tortilla strips and lime, served with chipotle ranch

**DESSERTS***(Homemade from scratch every day!)***Peach Cobbler**

4.99 each | 10.99/qt | 29.99/pan (1080-18720 cal.)

**Banana Pudding**

2.79 each | 5.99/pt | 9.99/qt | 28.99/pan (600-10400 cal.)

**Triple Chocolate Cake**

3.49 slice (1080 cal.) | 28.99/whole cake (32400 cal.)

**DRINKS***(Specialty bottled soda and beer? Yep, we got that, too!)***Brewed Tea, Sweet Tea, Lemonade, Soda**

Regular 1.99 (0-275 cal.) | Large 2.99 (0-440 cal.)

**Gallon of Tea** 4.99 (0-1120 cal.)**Gallon of Lemonade** 7.99 (1920 cal.)**Bottled Soda**

2.50/bottle (0-230 cal.) | 39.99/case (0-5520 cal.)

## FEEDING A CROWD?

*Get a Party Pack!*

### PARTY PACKS

*(Choose 2 meats: pulled pork, turkey, pulled chicken, or brisket (upcharge for double brisket) and 2 sides. All Party Packs come with enough sauce and buns for your crowd!)*

**Feed 4-6** 45.95 (2900-7690 cal.)

2 meats (1 lb. each) and 2 sides (1 quart each)

**Feed 8-10** 72.95 (4500-11720 cal.)

2 meats (1.5 lbs. each) and 2 sides (1.5 quarts each)

**Feed 14-16** 118.95 (7400-19370 cal.)

2 meats (2.5 lbs. each) and 2 sides (2.5 quarts each)

**Feed 20-24** 169.95 (10880-27160 cal.)

2 meats (4 lbs. each) and 2 sides (1 pan each)

**Family Pack!** 24.99 (3350-5270 cal.)

1 lb. pulled pork, buns, 2 pint sides, and cornbread for 2 adults and 2 kids

### ADD-ONS

**Slab of Ribs (w/ purchase of a Party Pack)**

17.99 (1320 cal.)

**Half Chicken (w/ purchase of a Party Pack)**

8.99 (990 cal.)

**Party Salad (feeds 10-12)** 24.99 (305 cal.)

### SANDWICH PACKS

*(Makes 12 quarter-pound sandwiches and comes with pickles, pickled onions, buns, and sauce)*

**Pulled Pork Sandwich Pack** 39.00 (4275 cal.)**Brisket Sandwich Pack** 49.00 (4200 cal.)

### BY THE LB.

*Get your City Barbeque favorites for home!*

#### Smoked Meats

*1 lb feeds approximately 3 folks!*

Pulled Pork 12.99/lb (1025 cal.)

Beef Brisket 16.99/lb (1000 cal.)

Turkey Breast 13.99/lb (550 cal.)

Pulled Chicken w/ 'Bama Sauce  
13.29/lb (875 cal.)

Smoked Sausage 11.99/lb (1280 cal.)

#### Smoked Whole Brisket

*Usually weigh between 6-8 lbs*

14.99/lb\* (1000 cal.)

*\*Weighed at customer pickup. Carve it up at home, it's sure to impress your friends!*

**Jumbo Party Salad (feeds 20–24)**

45.99 (610 cal.)

**Cornbread (baker's dozen)** 12.99 (4680 cal.)

**DESSERTS**

**Peach Cobbler**

10.99/qt | 29.99/pan (5760-18720 cal.)

**Banana Pudding**

5.99/pt | 9.99/qt | 28.99/pan (1600-10400 cal.)

**Triple Chocolate Cake**

3.49/slice (1080 cal) | 28.99/cake (feeds 20–30)  
(32400 cal.)

**DRINKS**

**Brewed Tea »** 4.99/gallon (0-1120 cal.)

**Lemonade** 7.99/gallon (1920 cal.)

**Case of Old-Fashioned Sodas**

39.99 (24 bottles) (0-5520 cal.)

**Smoked Whole Pork Shoulder**

*Usually weigh between 4–6lbs*

10.99/lb\* (1025 cal.)

\*Weighed at customer pickup. Trim and pull at home for an authentic barbeque experience! No knife needed.

**SIDES**

5.99/pt (feeds 2–3) 240-1200 cal.

9.99/qt (feeds 5–6) 480-2400 cal.

28.99/pan (feeds 20–24) 1560-7800 cal.

Mac & Cheese

Sweet Vinegar Slaw

Cornbread

Collards w/ Pork

Green Beans w/ Bacon

Potato Salad

Baked Beans w/ Brisket

Corn Pudding



**City Barbeque, LLC**

**Village of Downers Grove, IL**

**Alcoholic Beverage Menu and Notes**

City Barbeque does not have a beer or wine listing available or distributed directly to guests. Beer and wine type and pricing will be displayed on the menu board at the location by type (domestic, import, chardonnay, pinot noir, etc.). The beer and wine available for sale typically changes by season and/or demand.



City Barbeque, LLC

Village of Downers Grove, IL

**Teammate Handbook Addendum for Alcohol Sales**

***I. General Guidelines***

- a. The legal minimum age for purchasing and selling alcohol is 21.
- b. A City Barbeque teammate of legal age must always be available to ring up sales of alcohol for an underage City Barbeque teammate and supervise underage teammates to prevent access to any alcohol.
- c. Proof of age identification must always be requested if there is any doubt the guest is of legal age.
- d. City Barbeque shall keep a State identification guide on premise for teammate use to check validity of out-of-state licenses and identification cards.
- e. No City Barbeque teammate shall sell alcohol during restricted hours.
- f. City Barbeque teammates have the legal right to refuse the sale of alcohol to anyone unable to produce proper identification or whom the teammate feels is already intoxicated.
- g. City Barbeque teammates and managers that violate the provisions of the Downers Grove or State of Illinois alcohol laws or ordinances may be subject to fines and/or termination of employment with City Barbeque.
- h. City Barbeque does not allow the sharing of alcoholic drinks with underage guests by adults, including by the guests' parents or guardians. Management should be immediately notified if this activity is observed.
- i. City Barbeque shall display a perpetual calendar at the point of sale location to aid teammates in confirming legal age of guests for sale or consumption of alcohol.
- j. All signs and communication required by law shall be used at City Barbeque and additional signage preventing irresponsible and underage alcohol consumption is encouraged.

***II. Training***

- a. City Barbeque teammates are required to obtain certified training per Section 3-33.3 of the Downers Grove Municipal Code. This certification needs to be renewed every three (3) years.
- b. Managers shall conduct refresher alcohol training at regular scheduled teammate meetings and is responsible for training teammates of all store policies and state/local laws concerning the responsible sale of alcohol.



**III. General Manager and Assistant General Manager Responsibilities**

- a. Provide instruction and guidance on proper alcohol service to teammates, including distribution of Teammate Handbook and Downers Grove Addendum for Alcohol Sales
- b. Maintain current copy of State identification guide on location for reference.
- c. Obtain signed *Servers Receipt of Liquor Handling Policy/Procedure Manual* upon date of hire.
- d. Conduct ongoing reinforcement process training meetings. Review state and local laws and provide teammates with any change in policies or laws.
- e. Managers are responsible for educating teammates on how to recognize signs of a guest that is intoxicated and proper prevention and monitoring techniques.
- f. Initiate proper disciplinary action as necessary and/or appropriately intervene in situations.
- g. Alcohol product identification signs and advertisements are not permitted and are a violation of the Village of Downers Grove local alcohol ordinance.
- h. Discuss alcohol sales performance during annual review, if applicable.

**IV. Teammate and Management Responsibilities**

- a. City Barbeque teammates and managers shall never give away or advertise complementary alcohol.
- b. All teammates and managers, when verifying age, are required to only accept valid identification only (see Carding and Identification Policies and Procedures).
- c. Maintain certified training qualifications (Illinois BASSET).
- d. Maintain knowledge of state and local alcohol laws and responsibilities
- e. Enforce state and local alcohol laws.
- f. Recognize signs of intoxication or irresponsible alcohol consumption and prevent further consumption when necessary.
- g. Suggest alternative transportation to intoxicated guests that intend on driving.
- h. Never serve alcohol if food is unavailable for sale for any reason.
- i. The sale of alcohol outside of City Barbeque operation hours or locally permitted hours (see Locals Laws and Ordinances).
- j. Teammates should always alert managers if they are unsure of a situation or policy and when dealing with an intoxicated guest.
- k. Teammates and managers who sell alcohol to an underage guest may be immediately terminated.
- l. City Barbeque teammates and managers have a responsibility to our guests and community to maintain a safe environment.

**V. Local Laws and Ordinances**

- a. Legal servings hours
  - Monday through Thursday 8:00 am to 1:00 am the following day
  - Friday and Saturday 8:00 am to 2:00 am the following day
  - Sunday 9:00 am to 1:00 am the following day
  - New Year's Ever 8:00 am to 2:00 am the following day



St. Patrick's Day 8:00 am to 2:00 am the following day  
Thanksgiving Eve 8:00 am to 2:00 am the following day

- b. All alcoholic sales and age verification must be done by a teammate that is at least 21 years of age.
- c. No guest is permitted to share alcoholic beverages with a minor under any circumstance, including members of a guest's family.
- d. Alcohol signs, banners, balloons, beer signs, etc. that are designed or used to advertise or promote a brand shall not be permitted as any interior or exterior window advertisement.
- e. Serving a clearly intoxicated individual is strictly a violation of local law and may lead to civil or criminal activity. If an intoxicated person leaves the location in a motor vehicle and is involved in an accident, civil suit or criminal prosecution may be brought upon City Barbeque and the individual teammate responsible. The Illinois Blood Alcohol Content (BAC) limit is .08.
- f. Every teammate that serves, sells, or distributes alcoholic beverages is required to successfully complete a certified training program (BASSET) and maintain current certification through employment with City Barbeque. Certificates shall be made available upon the licensed premises for inspection by the Village of Downers Grove.
- g. At no time shall a teammate or manager give away or advertise any free or complimentary alcoholic beverage.

**VI. Alcohol Awareness Programs**

- a. The Downers Grove Police Department periodically conducts operations to test establishments to confirm that minors are not being sold or served alcohol. An under 21 individual working on behalf of the Police Department is sent in the establishment and attempts to purchase alcohol. If the underage individual is sold or served alcohol, the teammate or manager involved is immediately issued a ticket for the violation and the is subject to an administrative citation (\$500). The teammate or manager will also be required to attend a public hearing on the violation. The violation could result in suspension or revocation of the alcohol license for City Barbeque as well as fines up to \$15,000 and disciplinary hearing costs of up to \$1,000.
- b. The Downers Grove Police Department also notifies establishments in the event a guest is arrested for a DUI names the establishment where they had been drinking prior to the arrest. After numerous notifications, an establishment will be subject to a license renewal hearing to review serving policies.

**VII. Signs and Handling Intoxicated Individuals**

- a. City Barbeque teammates should contact a manager immediately if a guest has had too much to drink or should not be served.
- b. Teammates and managers should never deliver two or more drinks to any one person at one time.
- c. Changes in behavior such as loud speech, reduction of motor skills, inability to "taste" alcohol, irrational statements, becoming argumentative, and bothering other guests are



all signs of intoxication. When these changes in behavior have been observed, the guest's actions and alcohol consumption should be monitored and a manager should be notified.

- d. To discourage intoxication of guests, low proof alternatives, food, non-alcoholic beverages, or slower consumption should be encouraged to guests displaying changes of behavior.

**VIII. Carding and Identification Policies and Procedures**

- a. Under no circumstances shall a City Barbeque teammate or manager sell any alcoholic beverages to a guest under the age of 21.
- b. If there is any reason to believe an underage guest is attempting to purchase alcohol, teammates and managers must ask for proper identification.
- c. Proper identification includes only official identification issued by the state or federal government that includes a picture.
- d. It is the teammates and managers responsibility to know the official identification types, if in doubt, refer to the State identification guide and/or notify a manager.
- e. It is important to check the picture, date of birth, and expiration date on the identification. Verify the picture on the identification matches the guest presenting it and the height, weight, hair, and eye color match.
- f. No City Barbeque teammate or manager shall accept expired identification, this includes vertical identification soon after a guest's 21<sup>st</sup> birthday that is expired.

# Features of the new driver's license

- 1) Larger photo along with smaller version of the same image.
- 2) To deter counterfeiting, design includes patterns and images, including 3) portrait of Lincoln and state seal.
- 4) Laser perforation in shape of Illinois, viewable when held up to light.
- 5) On back, person's photo and birth date viewable under ultraviolet light.



↑ Front Back ↓



## How the new license will be issued

You'll no longer walk out of a Secretary of State's office with a new license. Here's how the new process will work.

- A) To renew your license, go to the local Secretary of State office, take required tests and have a photo taken.
- B) You'll be issued a paper copy of your new license and your old license will be returned to you with a hole punched in it. You'll use the two IDs until the new license arrives, even for air travel.
- C) Your information will be sent to a central unit in Illinois, where background checks will be run and the new license created.
- D) The new license should be mailed to you within 15 business days.



Example of a temporary license.

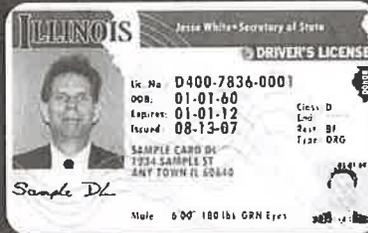
Source: Illinois Secretary of State

# ILLINOIS

## NEW DRIVER'S LICENSE/ID CARD DESIGN



Under 21 Driver's License



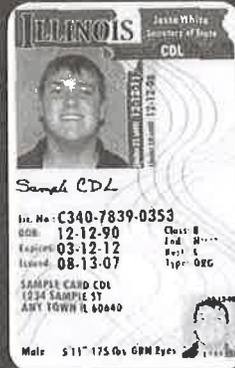
Driver's License



Under 21 ID Card



ID Card



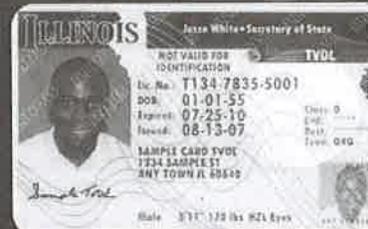
Under 21 Commercial Driver's License



Commercial Driver's License (CDL)



Under 21 Temporary Visitor Driver's License (TVDL)

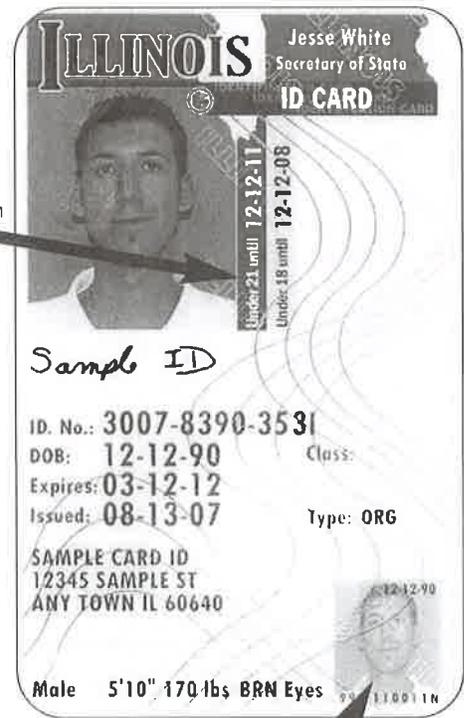
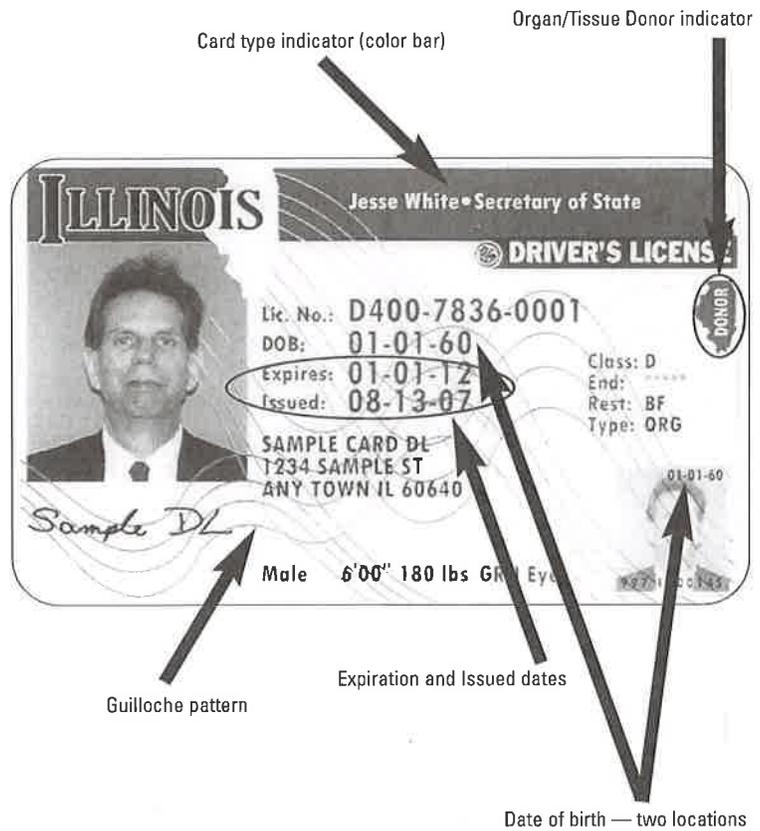


Temporary Visitor Driver's License (TVDL)

Illinois Secretary of State Jesse White



# Driver's License/ID Card Security Features



## Driver's License Features

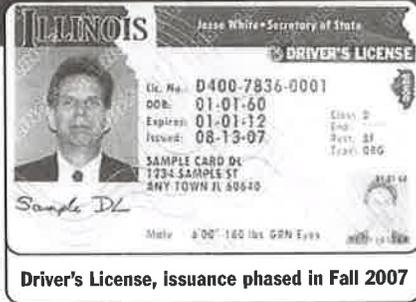
- Card type indicator  
Red — Driver's License and CDL  
Green — ID Card  
Purple — TVDL
- Guilloche pattern in background
- Date of birth in two locations
- Ghost image of photo
- Organ/Tissue Donor indicator
- UV, hologram, microtext and more

## 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



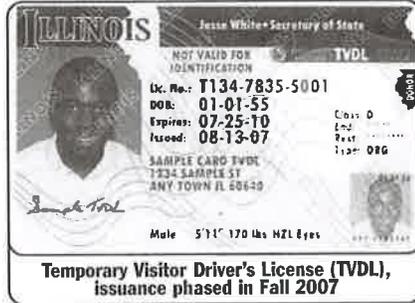
Driver's License, issuance phased in Fall 2007



ID card, issuance phased in Fall 2007

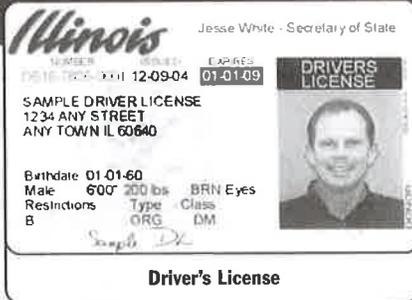


CDL, issuance phased in Fall 2007

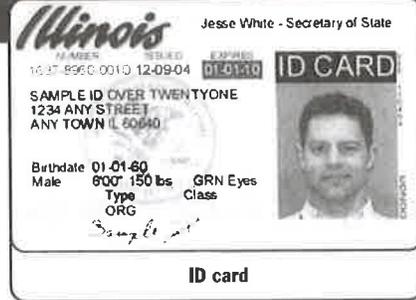


Temporary Visitor Driver's License (TVDL), issuance phased in Fall 2007

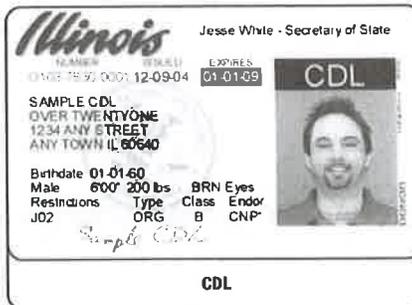
## OLD to be phased out upon individual expiration dates



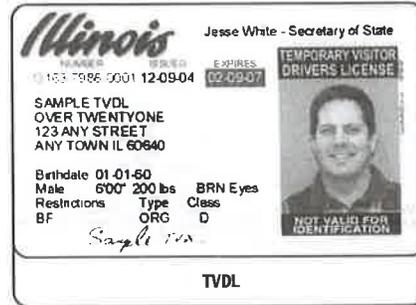
Driver's License



ID card



CDL



TVDL

# 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*

Lic. No.: D400-7839-0953  
DOB: 12-12-90 Class: D  
Expires: 03-12-12 End: ...  
Issued: 08-13-07 Rest: 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 Class: ...  
Expires: 03-12-12  
Issued: 08-13-07 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*

Lic. No.: C340-7839-0353  
DOB: 12-12-90 Class: B  
Expires: 03-12-12 End: ...  
Issued: 08-13-07 Rest: L  
Type: ORG

SAMPLE CARD CDL  
1234 SAMPLE ST  
ANY TOWN IL 60640

Male 5'11" 175 lbs BRN Eyes

Under 21 CDL, issuance phased in Fall 2007

**ILLINOIS** Jesse White Secretary of State  
**TVDL**



*Sample TVDL*

Lic. No.: T134-7839-0953  
DOB: 12-12-90 Class: D  
Expires: 02-02-09 End: ...  
Issued: 08-13-07 Rest: ...  
Type: ORG

SAMPLE CARD TVDL  
1234 SAMPLE ST  
ANY TOWN IL 60640

Female 5'07" 120 lbs BLUE 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*

Under 21 until 01-01-07  
Under 18 until 01-01-04

ORG Class D  
Restrictions: ...

Male BLUE Eyes  
5'00" 120 lbs

No. U536-7848-6001  
Issued: 12-09-04  
Expires: 04-01-07

Birthdate 01-01-86

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*

Under 21 until 01-01-07  
Under 18 until 01-01-04

ORG Class  
Restrictions: ...

Female BLUE Eyes  
5'05" 115 lbs

No. 5367-8986-601U  
Issued: 12-09-04  
Expires: 04-01-07

Birthdate 01-01-86

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*

Under 21 until 01-01-07  
Under 18 until 01-01-04

ORG Class B  
Restrictions: B  
Endorsements: X

Female GRN Eyes  
5'08" 120 lbs

No. U536-7838-6601  
Issued: 12-09-04  
Expires: 04-01-07

Birthdate 01-01-86

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*

Under 21 until 01-01-07  
Under 18 until 01-01-04

ORG Class D  
Restrictions: BF

Female BRN Eyes  
5'00" 200 lbs

No. U536-7988-6601  
Issued: 12-10-04  
Expires: 02-09-07

Birthdate 01-01-86

NOT VALID FOR IDENTIFICATION

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

NUMBER ISSUED EXPIRES  
S544758 6601 12-13-04 04-01-07

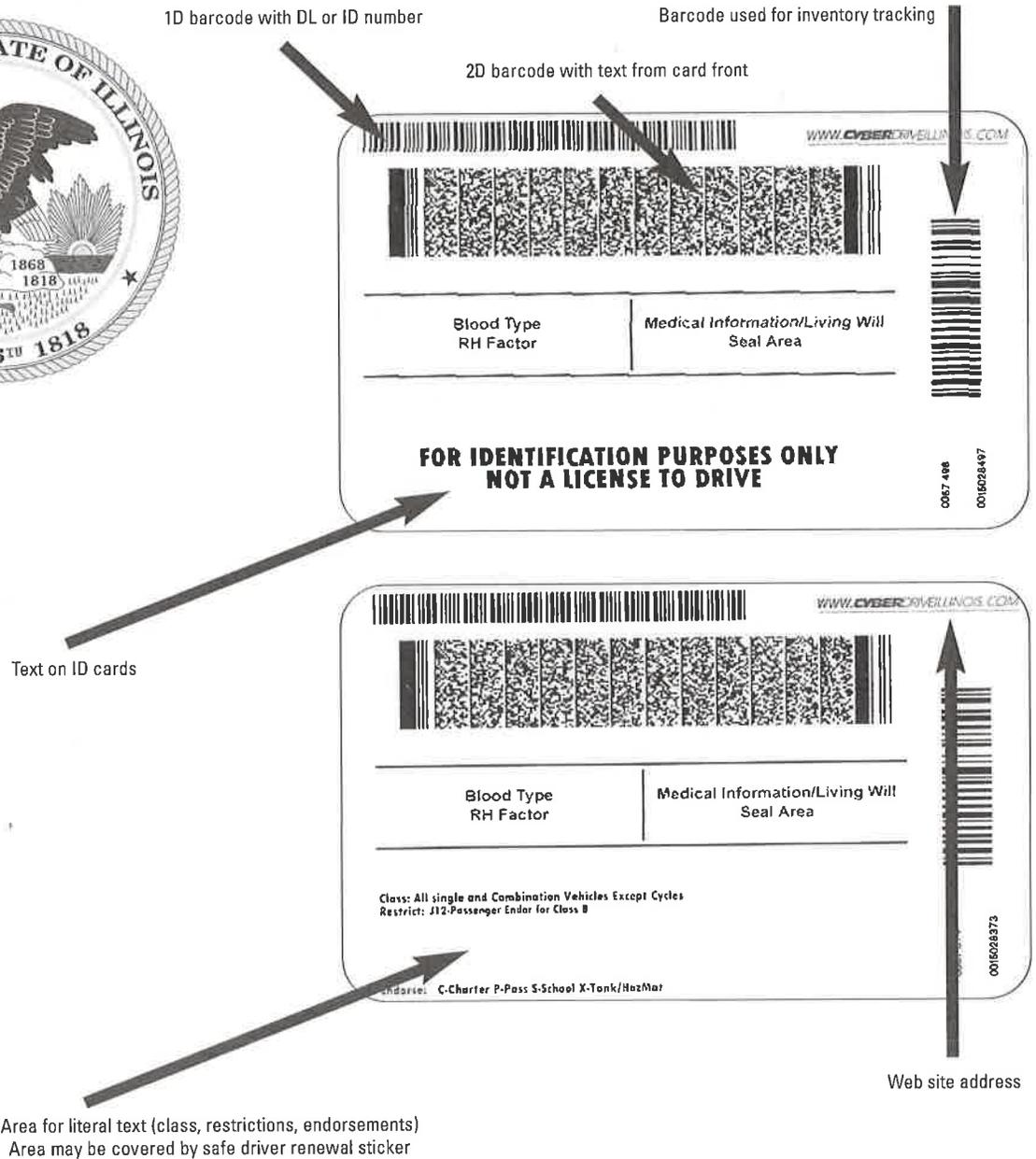
**JANE Q SAMPLE**  
1234 ANY STREET  
HOME TOWN IL 60660

Birthdate 01-01-86  
Male 5'00" 120 lbs GRN Eyes  
Restrictions Type Class Endor  
B ORG B X\*\*\*

*Jane Q Sample*

Under 21 Driver's License Style, 12/30/02-12/31/04

# Features on Back of Driver's License/ID Card

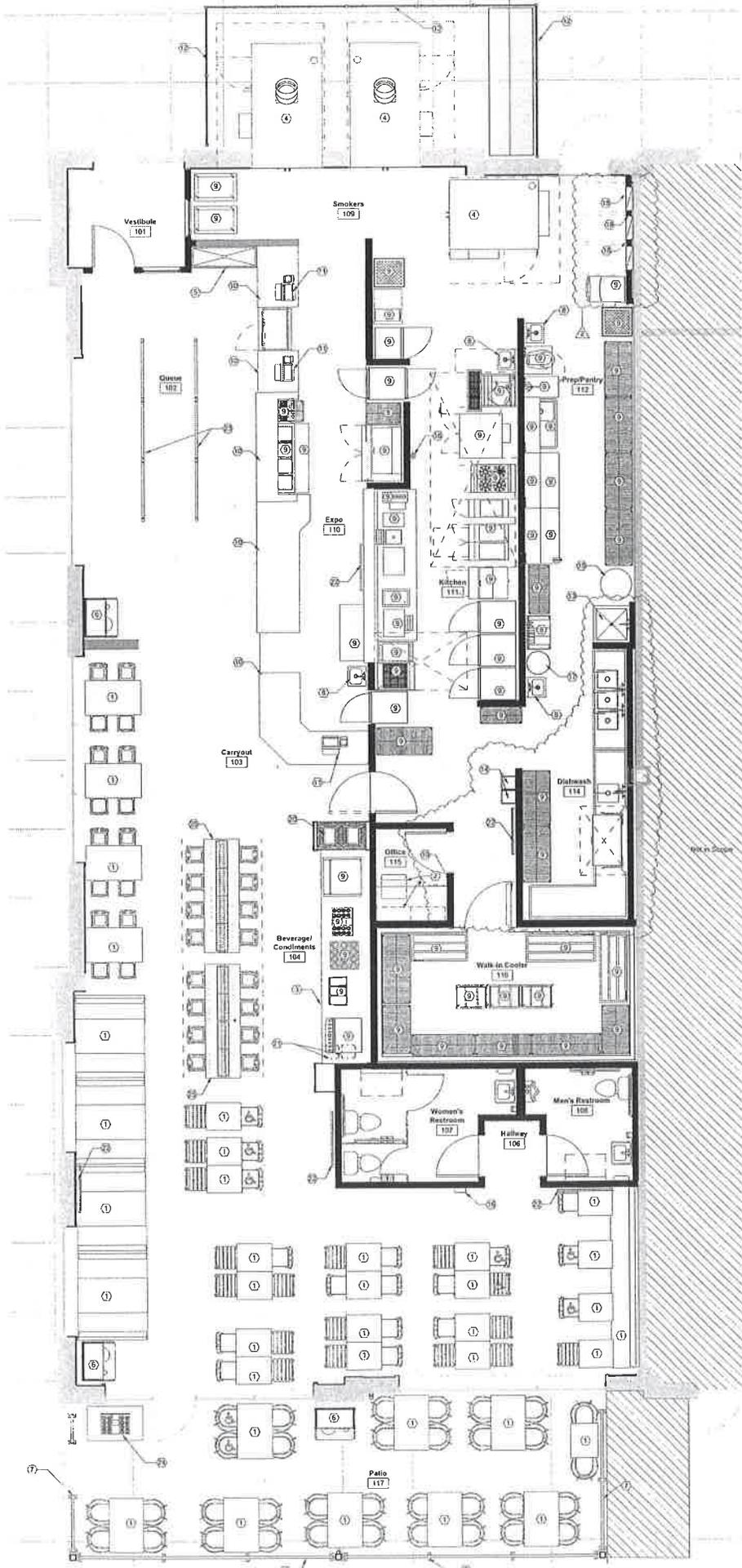


## Features on Back of Driver's License and ID Cards

- 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)



CityBBQ  
1034 Ogden



r Plan