

COUNCIL WORKSHOP ITEM

ITEM: Sidewalk Café License Agreement
DATE: June 17, 2003
PREPARED BY: Carol Conforti, Liaison to the Liquor Commission
PURPOSE: Adopt a Resolution Authorizing Execution of a Sidewalk Café License Agreement Between the Village of Downers Grove and Founders Hill Brewing Company

DISCUSSION:

Section 19-49 of the Municipal Code permits and regulates Sidewalk Cafés within the Concentrated Central Business District. Sidewalk Cafés located on public property must be authorized on a case-by-case basis by the Village Council and are subject to the execution of a license agreement between the applicant and the Village.

Jim Montesantos of Founders Hill Brewing Company has made application to the Village for a 2003 Sidewalk Café License. Founders Hill has operated a Sidewalk Café in the past and would like to continue outdoor service. The Sidewalk Café layout has been slightly scaled-down. One table has been eliminated from the plan and fencing will be placed on an angle so as to improve Grove Street vehicular traffic views of southbound Main Street. Various Village departments have reviewed the application and background materials and, if applicable, have provided their comments on the attached 2003 Sidewalk Café Application Process Sheet.

Mr. Montesantos has again proposed liquor service in conjunction with the operation of the Sidewalk Café. Founders Hill had been found qualified for outdoor liquor service by the Downers Grove Liquor Commission in 2000 and currently holds a Class "O" outdoor liquor license.

Attached for your information is a draft sidewalk café license agreement along with background materials for your review and consideration.

ATTACHMENTS:

A RESOLUTION AUTHORIZING EXECUTION OF A SIDEWALK CAFÉ LICENSE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND FOUNDERS HILL BREWING COMPANY

SIDEWALK CAFÉ LICENSE AGREEMENT & BACKGROUND MATERIALS

2003 SIDEWALK CAFÉ APPLICATION PROCESS SHEET

RECOMMENDATION:

It is requested that this matter be placed on the workshop agenda for June 24, 2003 for Council consideration

cc: Enza I. Petrarca, Village Attorney
Jim Montesantos, Founders Hill Brewing Company

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A
SIDEWALK CAFÉ LICENSE AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND FOUNDERS HILL BREWING COMPANY**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain License Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Founders Hill Brewing Company ("Founders Hill"), for the operation of a Sidewalk Café on public property, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

SIDEWALK CAFÉ LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this _____ day of _____, 2003, by and between the Village of Downers Grove (the "Licensor") and Founders Hill Brewing Co., LLC (the "Licensee"),

WITNESSETH:

WHEREAS, Licensee has made application to the Village to conduct a Sidewalk Café as permitted under Section 19-49 of the Downers Grove Municipal Code; and,

WHEREAS, Licensor has reviewed said application and has agreed to authorize the Sidewalk Café subject to the provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. The provisions of the preamble are hereby incorporated into and made a part of this Agreement.
2. The following documents are hereby incorporated into and made a part of this Agreement:
 - a. Exhibit A - Founders Hill Brewing Co., LLC Sidewalk Café License Application.
 - b. Exhibit B - Founders Hill Brewing Co., LLC Sidewalk Café Site/Improvement Plan.
 - c. Exhibit C - Founders Hill Brewing Co., Sidewalk Café Operation Plan.
3. Licensor hereby grants unto Licensee a revocable Sidewalk Café license subject to the following restrictions:
 - 3.1. The Sidewalk Café shall comply with the Site Plan and Operation Plan.
 - 3.2. The Sidewalk Café shall comply with the provisions of the Downers Grove Municipal Code, including but not limited to, Section 19-49, or such successor provisions as now or hereafter amended related to Sidewalk Cafés.
 - 3.3. The Sidewalk Café shall be established and operated in a safe and reasonable manner with due regard for the health and safety of persons and property. In no event shall the Sidewalk Café obstruct vehicular or pedestrian traffic in an unsafe or unreasonable manner.
 - 3.4. The Sidewalk Café shall be established and operated in a clean, well maintained and sanitary manner. In particular, but without limitation, the Licensee shall

promptly and properly collect and dispose of all litter, trash and other waste materials associated with the Sidewalk Café, including materials in the adjacent public right of way originating from the Sidewalk Café. The Village shall have the right to remove or cause the removal of any debris, and otherwise maintain the public property of the Sidewalk Café in the event the Licensee fails to promptly and properly clean and maintain such area. In such event, the Licensee shall promptly reimburse the Village for any and all such costs associated with such clean-up.

- 3.5 To the fullest extent permitted by law, the Licensee shall defend, indemnify and hold harmless the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees, for any and all claims, liabilities, losses, damages, costs, payments, and expenses of any kind and nature (including court costs and attorneys' fees), demands, actions, suits, judgments or settlements arising out of or in any way relating to this Agreement.
- 3.6 Licensee shall procure and maintain proof of Dram Shop (if applicable), Workers Compensation and General Liability Insurance in a form acceptable to the Village. Such insurance shall be provided by carriers licensed in the State of Illinois and maintaining a Best rating of at least A-IV. Such Dram Shop Insurance shall include coverage to the statutory limits for the State of Illinois, but not less than \$1,000,000.00. Such General Liability Insurance shall include coverage for the premises, operations, underground, collapse, explosion, products and the event, and shall name as Additional Insureds the Village, its officers, boards, commissions, elected and appointed officials, agents and employees. Such insurance shall be in the amount of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate covering bodily injury, including death and property damage. If the Licensee employs independent contractors, Licensee shall ensure that these contractors maintain appropriate levels of insurance and that the Village is named as an additional insured under each policy. Not less than one week prior to the opening of the Sidewalk Café, Licensee shall furnish to the Village Manager Certificates of Insurance evidencing all of the aforementioned types and limits of insurance to be in effect. The insurance policies required under this Section shall be occurrence based and provide that it not be canceled nor materially changed without sixty (60) days written notice to the Village Manager of the Village.
- 3.7 Within seven (7) days of the execution of this Agreement, but not later than ten (10) days prior to opening of the Sidewalk Café, Licensee shall pay to the Village a license fee in the amount of \$100.00.
- 3.8 The Licensee shall not be permitted to sell or serve alcoholic liquor at the Sidewalk Café except in conformance with an appropriate Class "O" liquor license issued pursuant to Chapter 3 of the Downers Grove Municipal Code.
- 3.9 This Agreement shall not be transferable or assignable and shall not confer any property rights in the underlying right of way.

- 3.10 This Agreement shall be subject to the absolute and primary right of the Village to protect the public health safety and welfare. The Village Manager may, in the Manager's sole discretion, terminate this Agreement, order changes to the conduct of the Sidewalk Café, including but not limited to the immediate cessation of business, and removal of any or all equipment and facilities from the public right of way. In addition, the Village Manager may suspend or revoke the license in the event he determines that it is in the public interest or if the Licensee has failed or refused to truthfully complete the application, or if the Licensee has failed or refused to comply with the Agreement or any other applicable law.
- 3.11 Licensee shall be subject to all rules, restrictions and directions established by the Village Manager related to the Sidewalk Café. The Village Manager may delegate any duty or power set forth in this section, including but not limited to, the conduct of the informal hearing and issuance of any final order, to such person as the Village Manager may designate.
- 3.12 Except as provided in the Site Plan and Operation Plan:
- a. The Sidewalk Café shall only be open to the public during the normal business hours of the adjacent restaurant, or such hours as the Village Council may direct.
 - b. Entertainment and electronically amplified or reproduced music or sound may be prohibited or restricted as the Village Council may direct.
 - c. No cooking or food preparation shall be permitted in a Sidewalk Café.
 - d. All tables, chairs, furnishings, equipment and other items of personal property shall be removed from the public right of way at the close of business each day.
- 3.13 Licensee shall comply with, and be subject to, the following special conditions :
- a. Hours of operation for the Sidewalk Café shall be 11:00 a.m. to 10:00 p.m. Monday through Friday; 12:00 noon to 10:00 p.m. Saturday; and 3:00 p.m. to 10:00 p.m. Sunday. The Village Manager may order the Sidewalk Café closed during such periods as the Manager may determine that the public interest will be served, including but not limited to community festivals.
 - b. No entertainment or amplified music shall be permitted in the Sidewalk Café area.
 - c. All Sidewalk Café materials, including tables chairs and portable fences located on Main Street shall be stacked and placed against the Licensee's establishment when not in use.
 - d. Management staff or serving staff shall be present in the Sidewalk Café area and shall monitor the area at all times of operation.

3.14 Licensee shall be required to apply for and obtain any and all building permits related to the construction in conformance with the Site Plan. Receipt of any additional permits/certificates related to the construction or improvements according to the Plan shall be the sole responsibility of the Licensee.

4. Term of Agreement.

This agreement shall commence upon its execution and shall terminate on _____, 20____, unless terminated prior thereto pursuant to Paragraph 3-10 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above written.

LICENSEE:

By: _____

Title: _____

Attest:

LICENSOR:

Village of Downers Grove

By: _____
Village Manager

Attest:

Village Clerk



Village of Downers Grove Sidewalk Café License Application

DATE: 6/13/03

Application is hereby made to the Village of Downers Grove for issuance of a Sidewalk Café 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. Name of Applicant FOUNDERS HILL BREWING Co. LLC
 Address 5200 MAIN ST.
 City DOWNERS GROVE State IL Zip 60515 Phone No. 830-963-2739

2. Doing Business As (Name) FOUNDERS HILL BREWING Co.

3. Name of Manager JIM MONTESANTO
 Address (SAME)
 City _____ State _____ Zip _____ Phone No. _____

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 Sidewalk Café. This should include, but is not limited to, the location and area surrounding proposed Sidewalk Café as well as the location and dimension of the Sidewalk Café in relation to the adjacent street and sidewalk and showing the location of ingress, egress, tables, decorations, furnishings, equipment, removable perimeter barriers, the total square footage to be occupied by the Sidewalk Café and the maximum seating capacity.
- **Operation Plan** - This shall describe the proposed Sidewalk Café detail. This should include, but is not limited to, the dates, days and hours of operation, liquor service, 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 Sidewalk Café.
- **Application Fee**

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.
6. Applicant understands and agrees that issuance of any license is within the sole discretion of the Village Council and on such terms as the Council may direct.

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 SIDEWALK CAFÉS.

APPLICANT: Founders Hill Brewing Co. LLC

BY: JAMES MONTESANO

PRINT NAME: James

TITLE: Pres/Managerial Member

Subscribed and sworn to before me this 13th day of June, 2003.



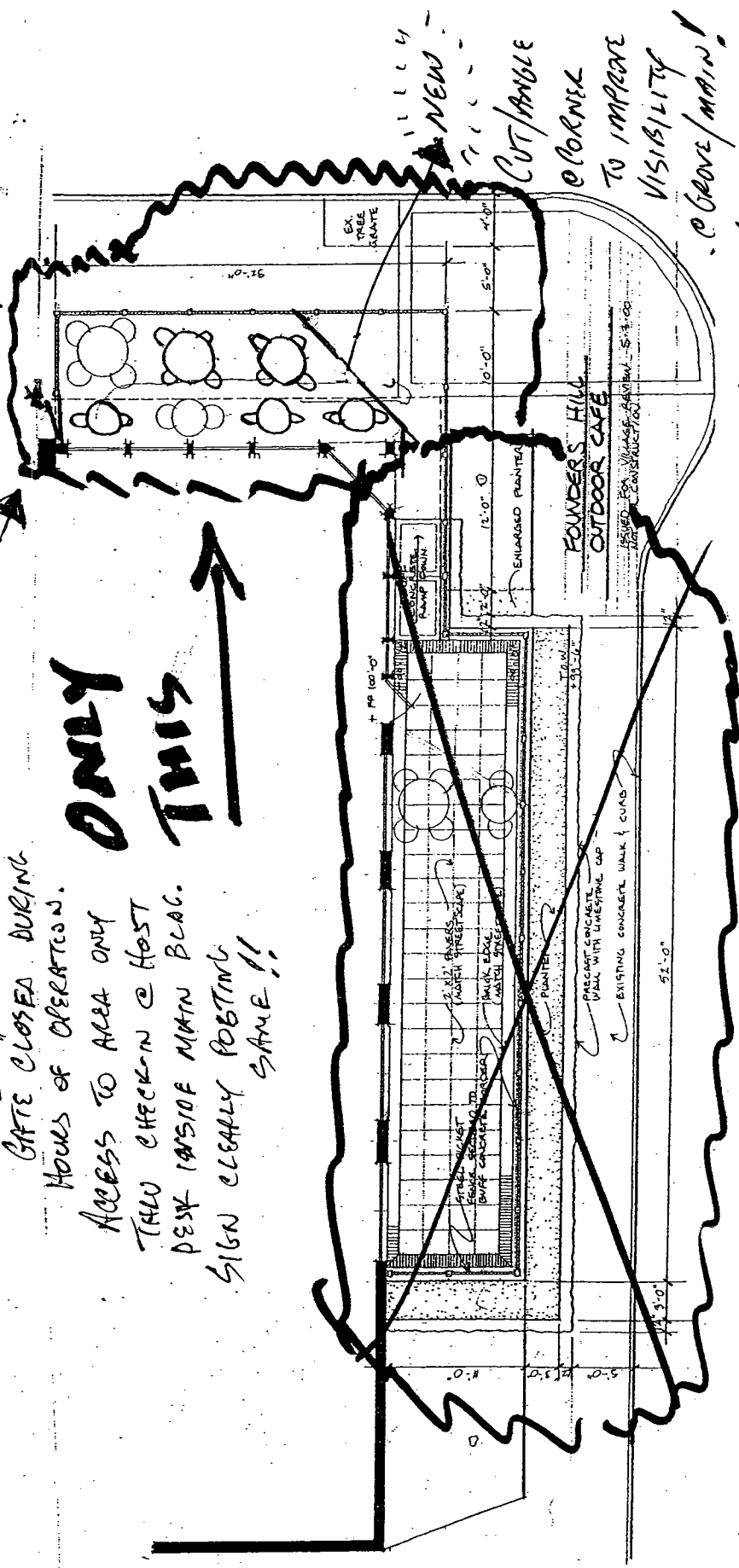
Notary Public

SIGNATURE Wanda S. Barbre-Johnson Date 6/13/2003

20 CAPACITY

ONLY THIS

* ENTRY/EXIT
GATE CLOSED DURING
HOURS OF OPERATION.
ACCESS TO AREA ONLY
THRU CHECK-IN @ HOST
DESK INSIDE MAIN BLDG.
SIGN CLEARLY POSTING
SAME!!



Size 32' x 10'
w/ 5 ft. clearance
from fence to
parkway tree grates

PLANS OF GREAT WALL
M-F = 11am - 10pm
SAT = 12a - 10pm
SUN = 3pm - 10pm

5/1/03 - 10/31/03
(WEATHER PERMITTING)



DELETE FROM PLANS (ONLY FRONT)

Exhibit "C"

June 16, 2003,

OPERATION PLAN FOR:
FOUNDERS HILL OUTDOOR CAFÉ
ON
"MAIN STREET"

The outdoor seating area that we are proposing will maintain the following guidelines for operation on Main Street side of our building only.

Hours of Operation

Café will be open for seating (11:00 am Mon – Fri; 12 Noon Sat.; 3:00 pm Sun) until 10:00 pm (7 days a week). The café will close at 10 pm, with a "last call" being issued at 9:30 pm. At this time no further food or drink will be sold which allows adequate time for guests to either exit by 10 pm or re-locate inside. Other factors that will affect the opening of the café are weather, special holidays and special events that are hosted on Main Street during the summer season. It is our intention not to open during "Heritage Festival", the "Criterium Bike Race" and any other special event that either management or V.O.D.G. Community Events Commission advises. We hope to open the café by May 1 thru October 31, 2003, weather and licensing permitted.

Seating (see plan)

The floor plan calls for a seating capacity of 20 guests. The host staff will seat the guests based on availability on a first come / first serve basis. Guests must enter the building and check-in at the information desk and will be escorted thru the front (East) doors to the open table. Due to the nature of the business it is difficult to assume guest party sizes such as a family of 3 or up to 8 that may desire to be seated together. We will not rent out entire area for private parties. We will not allow any "Self" seating for guests to walk in from the street.

Daily Setup/Breakdown/Cleanup

All furniture (chairs and tables) will be stored against building, beneath awning each night. They will be chained and covered by tarp. The café area will be swept and kept clean periodically during the day. Any hose down and mopping of sidewalk will take place in the morning prior to re-opening the next day. This will be required to remove any soil/stains that may occur from spills and general foot traffic. This procedure must take place on the following morning so any slick surface area may dry quicker in the morning sunlight. We are still open for business in the evenings after café closes, so in order to prevent any hazard for our guests we must keep sidewalk dry. All table set – ups, plates, silverware, condiments, etc. will be taken in and stored at close of the day.

Ingress/Egress (staff)

Wait staff will use the front doors for access to the café. Immediately south of main entrance will be the entrance to café (see plan), which will be the only way into café seating area for both staff and guests.

Menu

The outdoor Café will be provided with the full restaurant menu (copy enclosed). This includes all amenities offered in the main restaurant. Our full bar menu of craft beer, wines and cocktails, along with soft drinks etc. will also be available.

Staffing

Wait staff will be scheduled and assigned service areas based on business volume and weather conditions. Special events or promotions may require more or less staffing and traffic patterns fluctuate throughout a normal day (lunch / dinner times, etc.). All staffing will be reviewed on a daily basis.

Lighting

Existing street lighting along with the fully lit interior brew house, which has an entire glass storefront, should satisfy safety concerns. Any additional ambient lighting such as votive candles will be extinguished and removed inside at close each night.

Estimate Revenue

Based on our existing prices for lunch and dinner menu items along with the assumption that we fill up to capacity twice during the course of one day, we may experience 30 - 40 guests at an average of \$15 - \$18 per. This would yield \$450 - \$750 in sales. Weather conditions along with many other variables do affect daily business traffic patterns. These estimates are based on perfect conditions. We do not expect such good fortune and hope only that the Café set an image which is consistent with our overall marketing of Founders Hill.



FOUNDERS HILL

RESTAURANT & BREWERY

Appetizers

- Combo Platter \$12.99**
Ribs, onion rings, spicy chicken wings, potato skins, bleu cheese and marinara sauces
- Crawfish Tails \$6.99**
Crispy and breaded, cajun remoulade sauce
- Chicken Wings \$7.99**
A dozen one of three ways: Spicy, BBQ, or Sweet & Sour
- Potato Skins \$5.99**
Melted cheddar cheese, bacon bits, sour cream, green onions
- Brewhouse Pretzels \$4.99**
Two big pretzels lightly salted, honey-mustard stout dipping sauce
- Soup of the Day \$2.99**
- Founders Potato Cheddar Ale \$2.99**
- Bowl of Chili with the Works \$3.99**

Spinach & Artichoke Dip \$6.99
Chopped spinach leaves, chopped artichokes, pretzel bread chips, creamy cheese sauce

Mozzarella Cheese Stix \$8.99
Served with marinara sauce

Cheese Quesadilla \$5.99
Chihuahua cheese, guacamole, pico de gallo, sour cream
With chicken \$6.99
With steak \$7.99

Crispy Calamari \$7.99
Cornmeal crusted calamari, sweet-spicy dipping sauce

Nachos Borrachos \$7.99
Tri-colored tortilla chips, refried beans, homemade black bean chili, cheddar cheese, pico de gallo, sour cream, jalapenos

Salads

Sourdough Chicken
Crispy, tender pieces of chicken breast, romaine lettuce, corn black beans, tomato, tossed in peppercorn ranch dressing \$8.99

Spinach Salad
Baby spinach leaves, sliced mushrooms, diced tomatoes, bacon dressing \$8.99

Southwestern Caesar
Romaine lettuce, shredded parmesan, whole grain croutons, lone star caesar dressing \$4.99
with blackened chicken \$8.99

Main Street Cobb
Turkey, bleu cheese, bacon, egg, avocado, tomato, peppercorn ranch \$9.99

Taco Salad
Pulled chicken, lettuce, chopped tomatoes, sliced black olives, cheddar cheese, avocado served in a tortilla shell \$8.99

Side Salad
Chopped lettuce, tomato wedges, choice of dressing \$2.99

Sandwiches

Vegetable Wrap \$5.99
Whole wheat tortilla, shredded slaw, pico de gallo, avocado, grilled red onion

Grilled Chicken Breast \$8.99
Whole wheat bun, grain-mustard mayonnaise, lettuce, tomato, onion

Veggie Boca Burger \$6.99
Whole wheat bun, lettuce, tomato, onion
Want cheese? Add \$.99

Pulled Pork \$6.99
Cooked carolina style, served with cole slaw

Meatloaf \$7.99
Hoagie bread, mary rose sauce, crispy onions

*Above sandwiches served with chopped lettuce, tomato wedges, choice of dressing
Want Fries or Rings? Add \$1.49*

Turkey Club \$7.99
Turkey, lettuce, tomato, bacon

Chicken Caprese \$8.99
Buffalo mozzarella, sliced roma tomatoes, basil pesto oil, sun-dried tomato foccacia bread

Brewben \$7.99
Sliced corn beef or turkey on dark rye, thousand island dressing, sauerkraut, swiss cheese

Founders' Favorites

Fajitas on the Hill
Tortillas, pico de gallo, sour cream, griddled onions
Steak or chicken \$9.99

Founders 1/2 Pound Black Angus Burger
Ground sirloin served with lettuce, tomato, onion, and waffle fries \$7.99
Cheese, bacon or mushrooms \$.99

Heritage Steak Sandwich
Sliced london broil, slow cooked onions, grain mustard mayonnaise, served with waffle fries \$8.99

Not Your Mother's Meatloaf
Whipped potatoes, chopped tomato, crispy onions, mary rose sauce \$13.99

Chicken Fried Chicken
Sourdough batter, whipped potatoes, gravy, spinach, corn \$11.99

Chicken Pot Pie
Flaky pie crust, tender chicken pieces, fresh vegetables \$11.99

Grilled Vegetables
Wild rice, grilled zucchini, yellow squash, red and yellow bell peppers, broccoli, carrot-cumin sauce \$11.99

Pasta

Cheese Ravioli
Three cheese with marinara sauce \$9.99

Beef Stroganoff
Beef tenderloin tips, egg noodles, mushrooms, sour cream \$12.99

Fettucine "Ale" fredo
Fettucine pasta, broccoli, chicken, pale ale cream sauce \$11.99

Meat Lovers'

Kansas City Ribs
Spice rubbed and smoked in house, waffle fries, cole slaw, BBQ ale sauce
Full \$20.99 Half \$11.99

Mixed Grill
Pork chop, chicken breast, polish sausage, cowboy beans and trio of sauces \$14.99

Grilled Chicken Breasts
Red beans and rice, jalapeno-cheddar corn bread
Choice of: Blackened, BBQ, or Herbed \$13.99

Beef Tenderloin Filet
Broccoli, whipped potatoes, BBQ stout beer butter sauce
10 oz \$25.99 5 oz \$13.99

Pot Roast
Braised, brown gravy, whipped potatoes and vegetables \$12.99

Steak and Fries
Sliced london broil, waffle fries, creole mustard-onion sauce \$15.99

Pork Chops
Center cut, smoked and grilled, maple ale glaze, braised red cabbage, apple sauce \$16.99

Seafood

Lake Superior Whitefish
Rice pilaf, lemon butter sauce, spinach \$14.99

Fish N Chips
Beer battered cod, tartar sauce, waffle fries \$11.99

North Atlantic Salmon
Three potato hash, green beans and grain mustard cream \$13.99

Fresh Catch of the Day
Ask your server for today's selection
Market Price

Early Birds' Dining
From 3 to 5pm
15% off all food

Wanna Party?
Call Tammy!
Banquet Spaces Available For 20-600!
630-963-2739

On The Side
Garlic Whipped Potatoes, Red Beans and Rice,
Waffle Fries, Double Stuffed Potato,
1 lb Baked Potato, Onion Rings,
Steamed Broccoli, Green Beans.....\$1.99

Founders Accepts Cash, Visa, MasterCard and Discover. Sorry No Personal Checks
Gratuity of 17% is Added To Parties of 6 or More

Kids Eat Free on Saturdays
From 11 to 4

Hand Crafted Beer List

Available in Pint \$3.75, 12oz. \$3, 24oz \$6 and Sampler \$4.00

Founders Light Lager

Light in calories & alcohol content, this highly drinkable beer is sure to brighten any meal.
3.5% Alcohol by volume

Heritage Wheat

40% wheat and seasoned with Hallertau and Willamette hops.
4.6% Alcohol by volume

Hidden River Red Ale

This medium bodied ale derives its distinctive color from the use of caramel malts and its fruity flavor from Willamette and Hallertau hops.
4.9% Alcohol by volume

Pierce's Pale Ale

Pierce's Pale Ale is copper colored with medium body. It gets its distinctive aroma and bitterness from East Kent Golding Hops.
4.8% Alcohol by volume

Blacksmith Stout

Big and robust, smooth and creamy. Made with six types of malted barley and accented with oats for smoothness.
5.3% Alcohol by volume.

Scarlett's Raspberry Wheat

Scarlett's is a light and delicate beer with a hint of raspberry.
4.6% Alcohol by volume

Please ask your server about our seasonal beers on tap!

Master Brewer: Karl Fitzloff
Brewers: Karl Schmidt & Darrin McDonal

Specialty Bottled Beers

Lindemans Kriek

Belgian Lambic Ale fermented with cherries \$11

Lindemans Cassis

Belgian Lambic Ale with black currant added \$11

Chimay Red Ale

Brewed by Trappist Monks. Has a hint of black currant, full bodied, triple fermented
11.2oz \$7/25.4 oz \$14

Chimay Blue Ale

Roasted malts, fresh yeasts \$7

Chimay Triple Ale

Dry with plenty of hop bitterness, full bodied, triple fermented \$7

Ace Pear Cider

fermented cider from only pure pear juices \$4

Ace Apple Cider

fermented cider from only pure apple juices \$4

Ace Berry Cider

fermented cider from only pure berry juices \$4

Turbodog

Dark, malty, and hoppy brewed from the pristine waters of the Eponymous Springs \$4

Blue Moon

Belgian style wheat ale \$4

Konig Ludwig Weiss

Royal Bavarian Hefe-Weizen \$6

Wines by the glass or bottle

Whites

White Zinfandel, Robert Mondavi, California, 2000 \$5gl/\$20btl
Sauvignon Blanc, Caliterra, Chile, 2000 \$5gl/\$20btl
Riesling, Columbia Crest, Washington State, 2000 \$6/\$23
Pinot Grigio, Torresella, Frull, 2000 \$6gl/\$24btl
R.H. Phillips, Chardonnay, California, 2000 \$5gl/\$20btl
Robert Mondavi Chardonnay, Central Coast, 1999 \$6gl/\$24btl
Estancia Chardonnay, "Pinnacles", Monterey, 2000 \$27

Reds

Parducci Pinot Noir, Mendocino, 1999 \$6gl/\$24 btl
R.H. Phillips Merlot, California, 1999 \$5.50gl/\$22btl
Robert Mondavi Merlot, Central Coast, 2000 \$6gl/\$24btl
Shiraz-Cabernet, Penfolds, "Koonunga Hill", South Australia, 1999 \$6gl/\$24btl
R.H. Phillips Cabernet Sauvignon, California, 1999 \$5gl/\$20btl
Glass Mountain Cabernet Sauvignon, St. Helena, 1998 \$6gl/\$24 btl
Chianti, Dansante, Delle Venesie, 1999 \$5gl/\$20btl
Zinfandel, Pepperwood Grove, California, 1998 \$6gl/\$24btl
Syrah, Cline, California, 1999 \$25

Founders Hill Signature Martinis

| | |
|--|--|
| <p>Chocolate Martini \$6.5 Vanilla Vodka, Chocolate Liqueur, Creme de Cacao</p> | <p>Lemon Drop Martini \$6.5 Citrus Vodka, Splash of Sweet and Sour, Sugared Rim</p> |
| <p>Sour Apple Martini \$6.5 Sour Apple Liqueur, Vodka</p> | <p>French Martini \$6.5 Raspberry Vodka, Raspberry Liqueur, Pineapple Juice</p> |
| <p>Electric Blue Lemonade \$6.5 Citrus Vodka, Blue Curacao, Lemonade</p> | <p>Founders Hill Cosmopolitan \$6.5 Absolut Citron, Cointreau, Cranberry, Touch of Lime</p> |

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/10/2002

PRODUCER
Marsh Advantage America
2555 3rd St., Suite 100
Sacramento, CA US 95818
Phone: 916-444-9520
Marsh Advantage America is a service of Seabury & Smith, Inc.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Founders Hill Brewing Company, Inc.
5200 Main Street
Downers Grove, IL 60515

INSURER A: ST. Paul Mercury Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSURANCE LETTER | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|------------------|--|--------------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR STOP GAP LIABILITY <input checked="" type="checkbox"/> Liquor Liability <small>GEN'L AGGREGATE LIMIT APPLIES PER:</small> <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC | CK01901169 | 05/16/2001 | 11/16/2003 | EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MEDICAL (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$1,000,000 |
| A | AUTOMOBILE LIABILITY <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 | CK01901169 S/10 | 05/16/2001 | 11/16/2003 | COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| A | EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ | CK01901169 | 05/16/2001 | 11/16/2003 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | PER STATE ONLY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | OTHER | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 The village of Downers Grove, its officers, boards, commissions, elected and appointed officials, agents and employees are named as additional insureds as respects to outside cafe located at 5200 Main Street, Downers Grove, IL

CERTIFICATE HOLDER
 Village of Downers Grove
 Carol
 801 Burlington
 Downers Grove, IL 60515

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE: *[Signature]*



2003 SIDEWALK CAFÉ APPLICATION
PROCESS SHEET

Date Received 6-13-03

Applicant Flanders Hill Brewing Company, LLC

Requested Temporary Use Outdoor Cafe

Dates Requested 6-24-03

DEPARTMENTAL REVIEW/RECOMMENDATIONS

| | Approve | Inspection Require | Disapprove | Date | Signature |
|----------------------------|------------|--------------------|------------|----------------|--------------------|
| <u>Code Services</u> | <u>YES</u> | <u>YES</u> | | <u>6-18-03</u> | <u>[Signature]</u> |
| <u>Planning Department</u> | | | | | |

Comment/Conditions MUST MAINTAIN THE PROPER VISION CLEARANCE

(Return to Village Manager's Office By)

| | Approve | Inspection Require | Disapprove | Date | Signature |
|--------------------------|------------|--------------------|------------|----------------|--------------------|
| <u>Police Department</u> | <u>YES</u> | <u>NO</u> | | <u>6/18/03</u> | <u>[Signature]</u> |

Comment/Conditions 1. SUBJECT TO LIQUOR COMMISSION CONDITIONS AND/OR VILLAGE CODES, REGULATIONS, AND POLICES
2. PERMITTEE SHALL BE ADVISED OF DOWNTOWN CONSTRUCTION TO INCLUDE PARKING DECK

(Return to Village Manager's Office By)

| | Approve | Inspection Require | Disapprove | Date | Signature |
|--------------------------|------------|--------------------|------------|----------------|--------------------|
| <u>Police Department</u> | <u>Yes</u> | <u>No</u> | | <u>6/18/03</u> | <u>[Signature]</u> |

Comment/Conditions D.U.A.

(Return to Village Manager's Office By)

| | Approve | Inspection Require | Disapprove | Date | Signature |
|------------------------|------------|--------------------|------------|----------------|--------------------|
| <u>Fire Prevention</u> | <u>YES</u> | <u>YES</u> | | <u>6-18-03</u> | <u>[Signature]</u> |

Comment/Conditions Must maintain aisle spacing for tables + chairs
Fire B extinguisher outside not required

(Return to Village Manager's Office By)

| | Approve | Inspection Require | Disapprove | Date | Signature |
|---------------------|----------|--------------------|------------|------|--------------------|
| <u>Public Works</u> | <u>✓</u> | <u>✓</u> | | | <u>[Signature]</u> |

Comment/Conditions I RECOMMEND REQUIRING "FRENCH BARRICADES" FOR THE BARRIERS

(Return to Village Manager's Office By)

Reviewed by Economic Development Director Date: on vacation

Deputy Village Mgr. approved

Recommended Conditions [Signature] 6/18/03

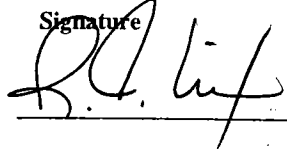
(Forward to Village Manager)

(SEE BACK OF SHEET)

Date Applicant was notified by Clerk's Office of Approval _____

.....

DEPARTMENTAL REVIEW/RECOMMENDATIONS

| | Approve | Inspection Require | Disapprove | Date | Signature |
|------------------------|---------|-----------------------|------------|---------|---|
| <u>Village Manager</u> | ✓ | | | 6-18-03 |  |

Addition/
Conditions _____

Date Forwarded to Council 6-18-03

Council Objection: Yes _____ (Manager's Office Notifies Applicant in Writing)

No _____ (Forward to Village Clerk)

.....

Cashier Receipt No. _____

Fee Paid _____

License Number _____

Date Paid _____



2003 SIDEWALK CAFÉ APPLICATION
PROCESS SHEET

LIQUOR
REVIEW/RECOMMENDATIONS

| | Approve | Inspection Require | Disapprove | Date | Signature |
|-------------------------|---|-----------------------|------------|---------|--------------------|
| <u>Liquor Liaison</u> | ✓ | yes | | 6/13/03 | <i>[Signature]</i> |
| Addition/ Conditions | Approval by 4com in previous year (100) Ensure Blvd St. sight line for traffic is adequate. Monitor guests so leaves do not passed out of the enclosed area | | | | |

| | Approve | Inspection Require | Disapprove | Date | Signature |
|---|------------------|-----------------------|------------|------|-----------|
| <u>Liq. Commissioner</u> | | | | | |
| Addition/ Conditions | | | | | |
| Current Liquor License Number: | 2003/04 20-00792 | | | | |
| Issued: | 7/1/03 | | | | |
| Date Presented before Downers Grove Liquor Commission | April 6, 2000 | | | | |
| Commission Recommendation: | Aye 4 | | | | |
| | Nay 1 | | | | |

