

COUNCIL WORKSHOP ITEM

ITEM: Ballydoyle Sidewalk Café License Agreement
DATE: May 15, 2004
PREPARED BY: Carol Conforti, Liaison to the Liquor Commission
PURPOSE: To authorize a license agreement between the Village of Downers Grove and Ballydoyle, LLC d/b/a Ballydoyle Irish Pub & Restaurant for a Sidewalk Cafe

DISCUSSION:

Ballydoyle Irish Pub & Restaurant, located at 5157 Main Street, has made application to the Village for a Sidewalk Café. The Café will be approximately 11' x 95' and shall be enclosed by removable iron fencing. They are requesting permission to sell/serve food and alcoholic beverages on Village-owned property.

Ballydoyle currently has a lease agreement with the owner of the property (The Downers Grove, LLC) to utilize a portion of the 5' x 142' walkway directly adjacent to the building for the Café. However, they are seeking the use of an additional 6' x 95' area of Village-owned property commonly known as the CBD Parking Deck Pedestrian Walkway.

Along with the application for Sidewalk Café, a draft resolution and draft license agreement along with the proposed layout, operation plan and miscellaneous materials are attached hereto for your review and consideration.

As you know, Ballydoyle must obtain permission from the Village Council for use of the public property. Pursuant to Section 19-49 of the Downers Grove Municipal Code, terms, conditions and guidelines are set forth that an establishment must follow in order to operate a Sidewalk Café on Village-owned property. The decision to grant or deny this event is within the discretion of the Village Council. There are issues that Council must take into consideration when considering the issuance of a Sidewalk Cafe license, including but not limited to, the impact on surrounding properties, impact of pedestrian and vehicular traffic, safety concerns and its operation.

After reviewing this application, these are items that the Council will need to determine:

Inspection/Permits -No permit shall be required for temporary fencing, however, it is recommended that Code Services/Fire Prevention and Public Works conduct an inspection in order to ensure that the position of the fencing does not encroach any further than approved in the license agreement and that the fencing has adequate emergency exits. Occupancy limits will need to be determined and fire/life safety codes should be reviewed to ensure that the health, safety and welfare of the public is protected.

Cooking/food service -Food service will be required up until 1 hour prior to close - which is consistent with liquor licensing requirements. However, no food may be prepared in the outdoor area.

Consumption of alcohol - Ballydoyle has been operating a restaurant serving alcohol since October 31, 2003, so far, without major incident. They intend to apply their existing liquor policies, guidelines and procedures to the Sidewalk Café. Allowing liquor service will be contingent upon a positive recommendation by the Liquor Commission and subsequent approval by the Mayor/Liquor Commissioner. The Licensee must obtain a license for outdoor liquor service, however, the Liquor Commission has not reviewed their application. This matter is tentatively set for the June 3rd Liquor Commission meeting, depending upon Council's approval for use of the area. It was felt that the Council should consider this matter first, as use of the public property for the Café is critical. Typically, the Liquor Commission will recommend that the area be enclosed and that steps be taken to prevent alcohol from being passed over/through fencing. No direct access (other than emergency exits only) is available to this area. The applicant has indicated that patrons will need to go through the licensed establishment to be seated in the dining area and staff will be monitoring the area at all times.

Pedestrian Traffic -Impact may be minimal as this area shall be utilized as an ingress/egress to the parking deck for pedestrians. It must be determined if the operation of the Café would conflict with any established construction or improvement schedules, or if it may interfere with any future access needed for ingress/egress

for deck activities. Based on the application, they intend on operating the Café mid-June through October. It should be noted that closure or removal of the fencing surrounding the Café may be necessary- specifically during an emergency or community events - including, but not limited to, Heritage Festival.

Entertainment/Music playing –No live entertainment will be provided, however, it shall be up to the Village Council to determine if amplified or reproduced music/sound shall be prohibited or restricted pursuant to Section 19-49(c)(4).

Cleanup/Maintenance – The Operation Plan indicates that cleanup will be done prior to the opening of the Café on a daily basis. The Council may wish to discuss how cleanup will affect the area of the pedestrian walkway (i.e. wastewater runoff, overnight vermin, etc.). As you are aware, major improvements (brick pavers, lighting and planter installation) are being installed in the entire area. It must be realized that the useful life of the improvements may be affected by this request and that restoration and maintenance issues and/or the arrangement of repairs should be discussed.

Cost - The Village Council shall determine the Licensee's fees or rentals of the Village-owned property.

For your information, Village departments have reviewed the materials contained herein and have provided their comments on the 2004 Sidewalk Café License Agreement Process Sheet (attached).

ATTACHMENTS:

Resolution Authorizing Execution of a Sidewalk Café License Agreement
Draft License Agreement
Sidewalk Café License Application (w/attachments)
Outdoor Liquor Sales Application (w/attachments)
Village Easement Agreement for improvements
Section 19-49 of the Downers Grove Municipal Code
2004 Sidewalk Café License Agreement Process Sheet

RECOMMENDATION:

It is requested that the Council consider this matter at their workshop meeting of March 25, 2004.

cc: Riccardo Ginex, Village Manager
Howard Hoffman - Fire Prevention
Chief Porter, DGPD
Chief Ruscetti, DGF
Joe Skach, Planning & Development
Dorin Fera, Traffic Supervisor - Public Works
Brian Parks/Mike Millette/Dave Barber, Public Works
Don Rosenthal, Code Services
Enza Petrarca, Village Attorney
Downers Grove Liquor Commission

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DRAFT

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A
SIDEWALK CAFÉ LICENSE AGREEMENT BETWEEN THE
VILLAGE OF DOWNERS GROVE AND BALLYDOYLE, LLC**

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 "Licensor") and Ballydoyle, LLC (the "Licensee"), for the operation of a sidewalk café on Village-owned 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 AND MAINTENANCE AGREEMENT

THIS LICENSE AND MAINTENANCE AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Village of Downers Grove (the “Licensor”) and Ballydoyle, LLC (the “Licensee”) doing business as Ballydoyle Irish Pub (the “Licensee”) located at 5157 Main Street.

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.

WHEREAS, Licensor is requesting the use of certain public property (the “Improved Area”) which is described as follows:

A six (6) foot wide by ninety-five (95) foot long section of public property commonly known as the CBD Parking Deck Pedestrian Walkway. See attached legal description contained in Exhibit A.

WHEREAS, an additional five (5) foot wide by ninety-five (95) foot long section of the Sidewalk Café shall be conducted on private property which is subject to a commercial lease agreement between Ballydoyle, LLC.

WHEREAS, as the majority of the Sidewalk Café shall be conducted on public property, the Village has determined that the Special Use restrictions contained in Section 28-1006 shall not apply.

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 B- Ballydoyle, LLC d/b/a Ballydoyle Irish Pub & Restaurant Sidewalk Café License Application.
 - b. Exhibit C - Ballydoyle, LLC d/b/a Ballydoyle Irish Pub & Restaurant Sidewalk Café Site/Improvement Plan.
 - c. Exhibit D- Operation Plan for Ballydoyle Irish Pub Outdoor Café (in alley of Main Street).

- d. Exhibit E- First Amendment to Commercial Office Lease in which the Landlord allows the Licensee to use the outside walkway area having the approximate dimensions of ninety-five (95) feet in length by five (5) feet in width for a purpose consistent with the Permitted Use of the Premises. This document must be in full force and effect at all times. Failure to maintain this lease agreement shall render the Sidewalk Café License null and void.
3. Licensors hereby grants unto Licensee a revocable Sidewalk Café license subject to the following restrictions:
 - 3.1. The Sidewalk Café shall comply at all times with the Site Plan and Operation Plan. Licensee shall inform the Village Manager of any site and/or operation plan modifications. At the discretion of the Village Manager, such plan changes may need to be reviewed and approved by the Village Council.
 - 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 provision as now or hereafter amended related to Sidewalk Cafes.
 - 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 Licensor 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 Licensor 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 or the use of Village property.
 - 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+. Such Dram Shop Insurance shall include coverage to the statutory limits for the State of Illinois, but not less than Three Million Dollars (\$3,000,000.00). 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, and its officers, boards, commissions, elected and appointed officials, agents and employees. Such insurance shall be in the amount of Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate covering bodily injury, including death, and property damage. If the Licensee employs independent contractors, Licensee shall insure 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 café, Licensee shall furnish to the Village Manager with 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 days of the execution of this Agreement, but not later than ten days prior to opening of the Sidewalk Café, Licensee shall pay to the Village a license fee in the amount of \$_____.
- 3.8 The Licensee shall not be permitted to sell or serve alcoholic liquor at the Sidewalk Café except in conformance with an appropriate 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 best interest of the public 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 Licensee shall comply with, and be subject to, the following special conditions:
 - a. Sidewalk cafes shall only be open to the public during the normal business hours of the adjacent restaurant. Hours of operation for the Café shall be 11:30a.m. to 1:00 a.m. Monday through Friday 11:30 a.m. to 2:00 a.m. Saturdays and 12:00 p.m. to 12:a.m. on Sunday. The Village Manager may order the Café closed during such periods as the Manager may determine that the public interest will be served, including, but not limited

to community festivals or events, including but not limited to Heritage Festival.

- b. No live entertainment shall be permitted in the Café area, however, music from inside the Pub, whether live or recorded, shall be piped to the Café area by four surface mounted speakers. The Café speakers shall be wired in such a way as to have a separate volume control for the Café area. The noise level of the outdoor area will comply with all Village ordinances regarding noise regulations.
- c. All furniture (chairs and tables) will be stored against the building each night and when not in use. They will be chained and covered by tarp. All furniture (chairs and tables) shall be made of wrought iron or like material heavy enough to prevent being effected by weather conditions. The 36" wrought iron guardrail with steel base which encloses the Sidewalk Café area will remain in place, but may be removed in the event of an emergency or community event/festival.
- d. A management staff person, other than serving staff, shall be present in the café area at all times of operation.
- e. No portable or permanent bars or liquor service stations shall be permitted in the Sidewalk Café.

3.13 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. The Licensee agrees to accept said Sidewalk Café License Agreement subject to the maintenance of the improvements made to the ground in the area of the Sidewalk Café. Among other improvements in the immediate area of the Sidewalk Café, the Licensor has constructed and installed brick pavers (the "Improvement") within the Licensor's right-of-way adjacent to the property of the Licensee as well as on a portion of the Licensee's property pursuant to a Sidewalk Easement Agreement. In consideration of the Licensor's authorization for the Licensee to place such Sidewalk Café on the Improvement on Licensor's property, Licensee shall be responsible, jointly and severally, for the following:

- 4.1 All maintenance, repair and replacement of the Improvement within the Sidewalk Café area, including both the Licensor and Licensee's property.
- 4.2 The Improvement shall be maintained in such a way that it does not damage or otherwise create defects within the Village right-of-way, including any adjoining sidewalk or street.
- 4.3 The Improvement shall be maintained in such a way that it does not create a hazard or otherwise dangerous condition within the Village right-of-way, including any adjoining sidewalk or street.
- 4.4 The Improvement shall be maintained in conformance with manufacturers specifications and in full compliance with the ordinances of the Village of Downers Grove and the laws of the State of Illinois.

4.5 The Village of Downers Grove right-of-way shall be restored upon maintenance or repair of the Improvement to a condition substantially equivalent to the condition before the Sidewalk Café use of the Improved Area, or to such other condition as the Village Manager may direct. Thereafter, the Village of Downers Grove right-of-way shall be maintained in a clean and safe condition.

5. The undersigned, as well as any agent, shall indemnify and hold harmless the Village, its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses which may arise directly or indirectly from the use, existence, condition, repair, operation or maintenance of the Improved Area as a Sidewalk Café.

6. Term of Agreement.

This agreement shall commence upon _____, 2004 and shall terminate on October 31st, 2004, 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:

BALLYDOYLE, LLC

By: _____
Manager

Attest: _____
Notary Public

LICENSOR:

VILLAGE OF DOWNERS GROVE

By: _____
Village Manager

Attest: _____
Village Clerk

The westerly one hundred twenty (120) feet of the northerly six (6) feet of:

THE SOUTH 21 FEET OF THE WEST 168.10 FEET OF THAT PART OF THE LOT 52 OF ASSESSOR'S SUBDIVISION OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF MAIN STREET IN THE TOWN OF DOWNERS GROVE, 106 1/3 LINKS (70.18') SOUTH, 1 DEGREE 50 MINUTES EAST FROM THE SOUTHWEST CORNER OF LOT 10 IN BLOCK 4 OF CURTISS' ADDITION TO DOWNERS GROVE, AND RUNNING THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 4 OF CURTISS' ADDITION, 2.84 CHAINS (187.44') TO AN IRON STAKE, THENCE NORTH 1 DEGREE 50 MINUTES WEST, 68 LINKS (44.88') TO AN IRON STAKE, WHICH IS 25.74 FEET SOUTH OF THE SOUTH LINE OF SAID BLOCK 4 OF CURTISS' ADDITION; THENCE EAST 13 LINKS (8.58'); THENCE SOUTH 11 LINKS (7.26'); THENCE EAST PARALLEL WITH THE SOUTH LINE OF BLOCK 4, 1.23 CHAINS (81.18') TO A STAKE OF STONE CORNER WHICH IS 2 RODS (33.0') SOUTH OF THE SOUTH LINE OF SAID BLOCK 4 AND 1.68 CHAINS (110.88') WEST OF THE EAST LINE OF SAID LOT 52 OF ASSESSOR'S SUBDIVISION; THENCE SOUTH 1 DEGREE 50 MINUTES EAST 112.62 FEET TO AN IRON STAKE; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 4 TO A POINT IN THE EAST LINE OF MAIN STREET WHICH IS 75 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTHERLY ON THE EAST LINE OF MAIN STREET, 75 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART CONVEYED BY QUIT CLAIM DEED DATED OCTOBER 13, 1914 AND RECORDED OCTOBER 23, 1914 AS DOCUMENT 118410) IN DUPAGE COUNTY, ILLINOIS.

Except the westerly twenty-five (25) feet thereof.

Commonly known as the CBD Parking Deck Pedestrian Walkway (a portion of PIN 09-08-306-043)





**Village of Downers Grove
Sidewalk Café License Application**

DATE: 11 MAY 04

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 Bauvonne 1, L.L.C.
Address 5157 MAIN ST.
City D. b. State IL Zip 60515 Phone No. 630.969.0600

2. Doing Business As (Name) Bauvonne Irish Pub

3. Name of Manager ROBERT V. BUTTERFIELD, JR.
Address 4253 W. CAUM
City CHICAGO State IL Zip 60641 Phone No. 312.719.6864

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: ROBERT V. BUTTERFIELD, JR 

BY: _____

PRINT NAME: ROBERT V. BUTTERFIELD, JR

TITLE: VILLAGE MGR

Subscribed and sworn to before me this 11th day of May, 2004

Notary Public

SIGNATURE Ann Marie Perez Date 5.11.04



OPERATION PLAN FOR:
BALLYDOYLE IRISH PUB OUTDOOR CAFÉ
IN ALLEY OF MAIN STREET

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

Hours of Operation

Café will be open for seating beginning at 11:30 am Monday – Saturday and 12:00 pm on Sunday and closing at 1 am Monday – Friday, 2 am on Saturday and at 12 am on Sunday. Last call for the café will be called each day one hour before closing for food and one half hour before closing each day for alcohol. After this time no further food or drink will be sold in this area which allows adequate time for guests to exit by closing time. Other factors that will affect the opening of the café are weather, special holidays and special events. We hope to open the café by June 11, 2004, weather and licensing permitted.

Seating (see plan)

The floor plan calls for a seating capacity of 56 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 hostess station and will be escorted thru the south 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 allow any “self seating”. Guests will not be permitted to walk in from the street.

Daily Setup/Breakdown/Cleanup

All furniture (chairs and tables) will be stored against the building 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 that 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. All table set-ups, plates, silverware, condiments, etc., will be taken in and stored at close of day.

Furniture

All furniture (chairs and tables) shall be made of wrought iron or like material heavy enough to prevent being effected by weather conditions.



Ingress/Egress

Wait staff will use the south doors for access to the café. The south doors will be the only way into the café seating area for both staff and guests (see plan).

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 draft and bottled beers, wines and cocktails, along with soft drinks etc. will also be available.

Staffing

A supervisor will be present at all times when café is open to ensure no alcoholic beverages are passed over café fence or to underage patrons. 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 of the pub, which has glass windows and doors across the length of the café area, should satisfy safety concerns. Any additional ambient lighting such as votive candles will be extinguished and removed inside at close each night.

Estimate of 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 40 to 56 guests at an average of \$15 per guest. This would yield \$600 - \$840 in sales. Weather conditions along with many other variables do affect daily business traffic patterns. These estimates are based on perfect conditions. We expect the outdoor flow to make up for the indoor loss once the café has been opened. The café will set an image which is consistent with our overall marketing of Ballydoyle Irish Pub.

Entertainment

No live entertainment shall be permitted in the Café area, however, music from inside the Pub, whether live or recorded, shall be piped to the Café area by four surface mounted speakers. The Café speakers shall be wired in such a way as to have a separate volume control for the Café area.

FIRST AMENDMENT TO COMMERCIAL OFFICE LEASE

This First Amendment is made this ___ day of April, 2004, by and between Lessor and Lessee together collectively ("Parties").

WHEREAS, the Parties have entered into that certain Commercial Office Lease dated May 15, 2003, for the property commonly known as 5157 Main Street, First Floor, Downers Grove, IL 60515 ("Lease"); and

WHEREAS, the Lease designated for general use in common by the occupants of the Building certain Common Areas; and

WHEREAS, the Common Areas were defined to include the walkway now existing along the south side of the building and having the approximate dimensions of 5 ft. by 142 ft. ("Walkway"); and

WHEREAS, Lessor has granted and given over to the Village of Downers Grove a temporary easement on over and about the Walkway for the limited purpose of constructing and installing a brick paved area on the Walkway ("Easement"); and

WHEREAS, Lessee desires the non-exclusive use of a portion of the walkway for the benefit of its patrons; and

WHEREAS, Lessor and Lessee have come to an agreement regarding a Lessee's non-exclusive use of a portion of the Walkway and wished to memorialize the same.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

1. The above recitals are incorporated into and made part of this Amendment.
2. Unless otherwise indicated in this Amendment, the defined terms of the Lease, when used in this Amendment, shall have the same meaning as they are given in the Lease.
3. In the event of a conflict between this Amendment and the Lease, the terms of this Amendment will control.
4. Lessee is hereby given non-exclusive use and control of that portion of the Walkway indicated for Lessee's use on the attached Exhibit A and having the approximate dimensions of 5' x 95' for any purpose consistent with the Permitted Use of the Premises. Said Walkway portion is hereby incorporated into and made part of the Premises. This grant is non-exclusive, and Lessor reserves the right to have its other occupants, tenants, and their respective invitees and guests, use the Walkway together with the Lessee. Lessee represents that it intends to utilize the Walkway for purposes of outside dining when weather permits, provided, however, that Lessee will not use the Walkway for such purpose unless and until Lessee has received all necessary authorizations, consents and permits from all applicable city and other governmental entities and, provided further, that Lessee may not use the Walkway for such purpose until

Lessee provides Lessor with proof and evidence of adequate insurance for such additional usage. Any and all costs with respect to obtainment of all necessary permits or authorities or consents, and any and all additional costs with respect to the obtainment of all appropriate insurance, shall be at Lessee's sole cost and expense, and Lessee shall indemnify and hold Lessor harmless with respect to any such costs.

5. Lessee shall be responsible for the crection and maintenance of a fence (running on and along a portion of the exclusive use area as indicated on Exhibit A) in substantial compliance with Village requirements. Said fence shall be located at such locations as are pre-approved by Lessor, and shall not be constructed or located in a way as to impede or impair the use of the Walkway by the other occupants, tenants, invitees, and guests of the Building. Notwithstanding the above, said fence shall not interfere with Lessor's reserved rights hereunder, including the right for Lessor's other occupants, tenants, and their invitees and guests, to utilize the Walkway. Any such fence shall be constructed in accordance with all applicable governmental permits, authorizations, consents, or orders. Said fence shall be temporary in nature, and shall be removed, together with any and all dining tables, chairs, or sitting areas, during those months or other times when the Lessee is not regularly using the Walkway for such purposes.

6. During the applicable term of this Agreement, Lessee assumes all liability and shall indemnify and hold Lessor harmless from and against all personal injury or damage to personal property or real property occasioned or arising in connection with the use or occupancy of the aforesaid Walkway by Lessee or Lessee's employees, agents, or guests.

IN WITNESS WHEREOF, the Parties represent that they have read the foregoing Amendment and are familiar with its terms and fully understand same and that they have caused this Amendment to be executed as of the date first above written.

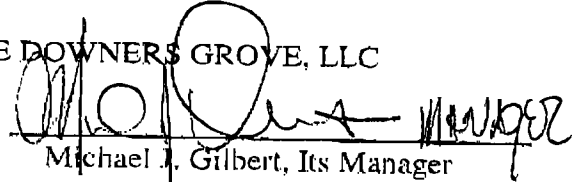
LESSOR:

LESSEE:

THE DOWNERS GROVE, LLC

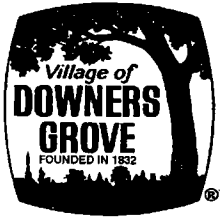
BALLYDOYLE, LLC

BY:


Michael J. Gilbert, Its Manager

BY:


Phil Cullen, Its Manager



Village of Downers Grove Outdoor Sales Application

DATE: 3 MAY 04

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 BALLYDOYLE, L.L.C.

Address 5120 MAIN ST.

City D.G. State IL Zip 60515 Phone No. 630.969.0600

2. Doing Business As (Name) BALLYDOYLE LAUGH PUB & RESTAURANT

Address 5157 MAIN ST

City D.G. State IL Zip 60515 Phone No. 630.969.0600

Class of License 0 Liquor License Number 2007001

3. Name of Manager ROBERT V. BUTTERFIELD, JR.

Address 4253 W. CUMM AVE

City CHICAGO State IL Zip 60641 Phone No. 312.719.6864

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.

Ballydoyle Employee Liquor Manual

**Ballydoyle Irish Pub
5157 Main Street
Downers Grove, Illinois
Summer 2003**

Overview

The purpose of the Ballydoyle employee liquor manual is to give information as it relates to the lawful servicing of alcohol to the public. We feel that the more information that we give to our employees and managers, the better they are able to respond to everyday situations in the restaurant and bar. This being said, our primary focus is to have the guest's best interest at all times even if we have to decide what that entails. It is important that we impact our guests in a positive manner and safeguard the well-being of our guests.

We will discuss state and local laws that govern the servicing of alcohol. We will discuss what Ballydoyle's alcohol service policies will be and give guidelines on how to achieve those policies. Strict adherence to these laws and policies at all times is expected of all employees and management of Ballydoyle Irish Pub and Restaurant. Safety is our primary concern. Ballydoyle will operate during the following hours:

Monday-Thursday:	11:00 A.M.-1:00 A.M.
Saturday	10:00 A.M.-2:00 A.M.
Sunday	10:A.M.-1:00 A.M.*

*liquor cannot be served until 12:00 P.M. (noon) on Sundays

State of Illinois Guidelines for Responsible Alcohol Service

In Illinois, all persons buying or consuming alcohol must be 21 years of age or older. Employees selling alcohol must be 21 or older (in the case of restaurant servers, the initial order must be made by a server 21 or older and carding for the table must be done by someone 21 or older. Additional orders or rounds may be taken by someone 19 or older). Ballydoyle's policy is anyone that looks to be age 30 and under will be asked for identification. It is important that we err on the side of caution when it comes to the consumption or sale of alcohol to people of legal age. Ballydoyle will post state identification guides in all service stations and a notebook behind the bar to ensure adherence to the law. Hour restrictions and times when alcohol may be served will be strictly enforced (see local ordinances for hours-attached). Ballydoyle will be proactive in its posting of signs communicating laws and guides for our patrons and employees. Failure to comply with state laws concerning the legal purchase and consumption of alcohol could result in employee fines. **.08 is the Illinois Blood Alcohol Content (BAC) limit. Any person driving in the state of Illinois with a BAC of .08 or more risks being charged with Driving Under the Influence (DUI).**

Local Ordinances for Responsible Alcohol Service (supercedes state laws)

Legal Serving Hours (section 3-31)

Another area where disregard of the law may bring stiff penalties concerns the hours when liquor may and may not be served. You should know when you must stop serving, when all glasses must be off the tables and bar, and when all guests must be out of the establishment. If it becomes necessary in upholding the law, remove glasses from the tables.

Monday-Friday	8:00A.M.-1:00A.M.
Saturday	8:00A.M.-2:00A.M.
Sunday	12:00P.M.-1:00A.M.

It is unlawful to permit customers to consume alcohol on premises later than one hour after the applicable closing time. Food service for all restaurants **must be available up until one hour prior to close.**

Minimum Age of Sellers (section 3-28)

Age of seller policies require that alcohol servers be a minimum age in order to legally serve or sell alcohol. Servers must be a minimum of 19 years of age; however, the under 21 server **may not** take the initial order or make the determination that a patron is of age. Initial orders/determination of age (carding) must be done by another server who is over 21.

Adults Sharing Drinks with Minors (section 3-36)

The management will make it clear that adults sharing drinks with minors will not be tolerated. Regardless if in the company of parents, those under 21 should not be allowed alcoholic beverages.

-If an instance arises, the manager will immediately tell the party that such practices are not permitted.

-Make it understood any alcoholic beverage in front of minor will be immediately removed.

If the party persists, the manager will remove the alcoholic beverage from the adult and refuse to accept further orders.

Liquor Product Identification Signs (section 3-33.2)

The sale of alcoholic liquor for consumption on the premises within the Village shall be limited to restaurants, hotels, and recreational facilities, with liquor sales as incidental of the operation of any such establishments. Liquor product identification signs (banners, placard, poster streamer, balloon, or other attention getting device, which is designed or used to promote or identify a particular brand of liquor-including, but not limited to, "beer signs" that may involve electronic or neon displays) **shall not be permitted as any interior or exterior window sign or as any form of exterior sign** for any premises holding a license for on-premise consumption.

Serving Intoxicated Individuals (section 3-25)

Serving an obviously intoxicated person is strictly a violation of policy and may lead to civil or criminal responsibility. If an obviously intoxicated person leaves the premises and gets into an accident, a civil suit or criminal proceedings may be brought against both the company and the individual employee(s) responsible. Our best protection will come from the exercise of common sense by both management and employees. Employees serving alcoholic beverages should be aware of their responsibilities AND their potential personal liability. **.08 is the Illinois Blood Alcohol Content (BAC) limit. Any person driving in the state of Illinois with a BAC of .08 or more risks being charged with Driving Under the Influence (DUI).**

Ballydoyle Management's Responsibilities

It is of utmost importance that the management of Ballydoyle Irish Pub and Restaurant be out front on the issue of alcohol training and accountability. Therefore, as a prerequisite of becoming a manager, all managers must complete Bassett Alcohol Training as part of their training period (3 months). Bassett (Beverage Alcohol Sellers and Servers Education and Training) is the state of Illinois' preferred seller/server training program. Although not required by the state or Downers Grove, Bassett has objectives and goals of training and educating servers to engage in responsible alcohol service, prevent DUI's and alcohol related fatalities, stop underage sales and drinking, create safer

communities and establishments where alcohol is served and, finally, educate owners, managers and employees on state and local laws regarding alcohol.

Ballydoyle managers will distribute this manual to all employees that have direct contact with the sales and service of alcohol. As part of server/bartender training, this manual will be reviewed in the 1st week of training so there will be no discrepancies regarding the legality of alcohol service. In addition, there will be alcohol awareness meetings on a continuous basis to keep the liquor codes fresh. Managers of Ballydoyle will also evaluate servers/bartenders adherence to alcohol policies on a bi-annually basis as part of their employee review. Ballydoyle managers will also stop alcohol service for a patron that has had too much to drink (employees will have the back-up of management on their judgment to cut someone off of drinking).

Marketing and promotional items featuring liquor products will be de-emphasized. Food service will be provided at least one hour prior to closing of establishment. If the need should arise, management will call a taxi for a patron who should not drive. Once again, Ballydoyle management stresses the safety of our patrons. We will accept a guest being temporarily upset with us for cutting him/her off if we are assuring their well-being. Again, err on the side of safety.

Ballydoyle's Employee Responsibilities

As part of your training as an employee of Ballydoyle, this alcohol manual must be read and signed with the acknowledgment that you understand the policies of Ballydoyle and the state and municipalities laws (signature form in back). It is everyone's responsibility to safeguard our patrons and sometimes make judgments for our guests when their decision making abilities are impaired. Servers and bartenders are on the front line of guest relations and usually have the best gage of how a guest drinking alcohol is acting. Management will cut off a guest that a server or bartender suspects has had too much to drink. Besides this manual, various forms will be provided in server stations/bartender notebook on subjects of carding people properly, blood alcohol levels chart and other liquor information to assist them. It is important that anyone that looks 30 years old or younger must be carded. Ballydoyle will have secret shoppers that will try to order alcohol and, if carded, the server/bartender will receive an instant cash reward for being diligent.

The Village of Downers Grove has put into place a liquor control buy program. This program was created to ensure that all establishments in Downers Grove strictly adhere to checking identification and not serving individuals who are underage. Downers Grove will periodically send in individuals who *are not* old enough to purchase liquor. These individuals will look underage and will not be disguised. It is crucial that these individuals be checked for i.d. and not served alcohol. If a server or bartender serves alcohol to the underage individual, that employee will be terminated from Ballydoyle on a first time offense. This employee will also be subjected to fines administered from the Village of Downers Grove.

With the hours of operation as your guide, all servers and bartenders will give last call for alcohol ½ hour before closing. All glasses must be off the table/bar by closing

time. Food will be served up to one hour before the closing of Ballydoyle. It is crucial that employees do not give away free alcohol or serve intoxicated guests (you are liable for the patrons safety). When serving drinks comprised of all alcohol (martinis, etc.) please exercise caution. Sometimes a person becomes intoxicated even though we use caution, in this case please make sure the guest either takes a taxi or is driven home by a designated driver. Finally, as part of this manual there are many forms and helpful information regarding alcohol management. Please take time to familiarize yourself with this information.

Carding Procedures

How to check a patron for correct proof of age

Age Requirement

The minimum age requirement for the purchase of alcoholic beverages in all states is 21 years of age. If you have any reason to believe that an underage patron is attempting to purchase alcohol, you must ask for proper identification. Under no circumstances should you sell any alcoholic beverages to a person who is believed to be under 21 years of age.

Checking I.D.'s

Only official identification may be accepted. Do not accept a card just because it is labeled as an identification card, even if it looks official and has a state name on it. The responsibility of those who sell alcoholic beverages is to ask for an acceptable form of identification. Identification should always be required if the customer purchasing the alcoholic beverage appears to be under 30 years of age. Identification presented should be some form of I.D. with a picture on it.

Acceptable forms of identification

The following pieces of identification, unaltered and current, verifying their age to be of at least 21 years are acceptable:

- current driver's license (primary)
- current photo identification card (state issued)
- passport
- armed forces i.d.
- alien registration card

If any of these forms appear questionable, they should be taken to the manager on duty for approval. *A state identification guide will be available on the premises to verify out of state identification. Illinois "red under 21" licenses will **not** be accepted as proper i.d.*

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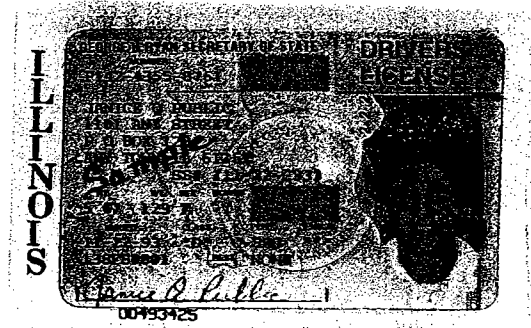
Traffic tickets cannot be accepted

If in doubt, ask for another piece of identification. Being served is a privilege, not a right. If someone cannot provide adequate proof of age, you have no obligation to serve them.

What to look for to determine that the identification given to you is legal and correct

- * Seal of state issuing identification
- * Utilize state identification guide to check authenticity of out of state licenses

ILLINOIS Driver's Licenses ...



Under 21 Driver's License/I.D.'s:

- Red background behind the photo indicates the individual is UNDER 21
- "Under 21" appears in red letters on back of license.
- "Under 21" in red letters appears on right front side of card.
- "Illinois" appears in red letters on left front side of card.

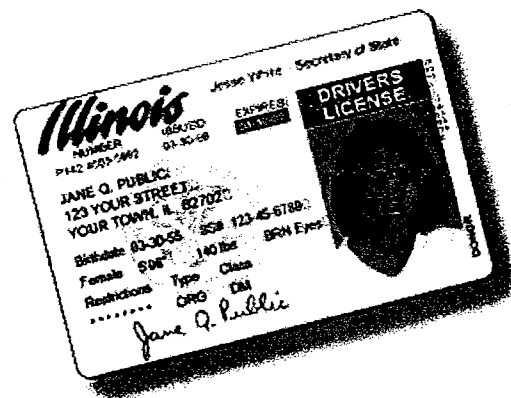
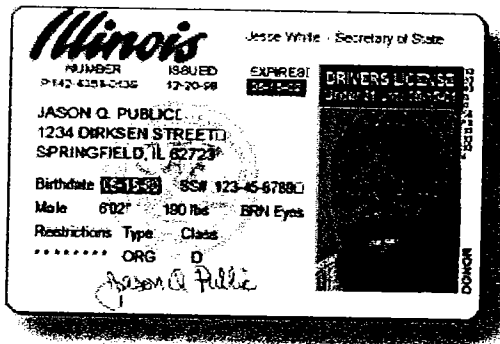
Over 21 Driver's License/I.D.'s:

- Blue background behind the photo indicates the individual is over 21
- "Illinois" appears in blue letters on left front side of card.

Security features:

- All licenses have hologram (penny). Blue ink shoots out if tampered with.
- Photo is in the shape of the State of Illinois

New!!! ILLINOIS Driver's Licenses...



Under 21 Licenses/I.D.'s:

- Color of header containing the card type is red.
- "Under 21 Until MO-DAY-YR" appears in the header along with the card type
- The date of birth is blocked in red.
- The State seal is surrounded by a red border.

Over 21 Licenses/ID's:

- The date of birth is not blocked
- State seal is surrounded by a blue boarder

Security Features:

- A hologram appears on all cards as an outline of the State with a message about Illinois' .08 DUI standard. It secures the card by covering part of the picture and signature.

HANDLING INTOXICATED INDIVIDUALS

Bartenders, waiters and waitresses must not serve intoxicated persons. There is an obligation to help prevent intoxicated persons from leaving and subsequently injuring themselves and others.

Preventive Measures

- * Do NOT deliver two or more drinks to any one person at one time (this is a Village Ordinance!)
- * You may discourage intoxication and monitor guests by counting drinks - keep track of alcohol consumed over a specific period of time.

While any one given individual reacts differently to over-consumption of alcohol, the following are a few points to keep in mind that could indicate an individual is, indeed, intoxicated. Be on the alert for these as signals for management intervention:

CHANGES IN BEHAVIOR:

Loud speech
Annoying other customers
Argumentative
Foul language
Carelessness with money
Irrational statements
Unable to sit on chair
Complaining about drink strength

IMPAIRED COORDINATION:

Stumbling
Drowsy
Slurred speech
Spilling of drinks

When these characteristics are observed, the suspected intoxicated person should be targeted as a potential problem and the person's behavior **should be monitored**.

If a noticeable change of behavior occurs:

Offer non-alcoholic beverages
Slow down service of alcohol
Encourage food
Bring water

If you observe that the customer needs to be cut off **managers** should be alerted and a thorough evaluation should be carried out. If termination of liquor service is necessary, after management deems cut off, advise other service people so that this customer will not receive a drink from another employee.

REMEMBER: An establishment or its employees are liable if an intoxicated guest causes injury to another person.

RECOGNIZING DRINKING LEVELS

Green, Yellow, and Red Levels of Drinking

A **Green** Level of drinking is reached after approximately one drink, at a green level most drinkers feel relaxed, comfortable, talkative, and happy. They are usually sociable and behave as they would if they were not drinking.

A **Yellow** Level is where the first sizable changes begin to occur. Though specific behaviors of individual drinkers may vary, the progression of behavior is the same. This is because alcohol effects the body progressively.

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

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

Relaxation of inhibitions causes some people to argue with or bait others around them. Some drinkers may start to use or increase their foul language. This type of behavior not only exhibits relaxed inhibitions but impaired judgment as well, for they cannot see that they are annoying other people.

Green = GO

Yellow = Slow Down

Red = Stop

Alcohol can affect a person's judgment, and this includes judgments regarding personal abilities such as driving. That is why customers who exhibit impaired judgment are labeled at a yellow or "caution" level of drinking - a level at which driving is a definite risk.

After affecting inhibitions and judgment, alcohol progresses to affect reaction time and then motor coordination. Behaviors that exhibit slowed reactions and/or reduced motor coordination signal a **Red** Level of drinking - a level at which driving is a definite risk.

Alcohol can slow a person's reaction time to the point where they move as though in slow motion or they need time to respond to questions.

Drinkers at a red level may look glassy-eyed. They may also lose their train of thought and/or make irrational statements. Their clumsy actions may cause them to spill a drink or drop money.

Drinkers who cannot walk straight are exhibiting a reduction in motor coordination, and are at a red level of drinking. Some drinkers may have such a reduction of motor coordination that they may stumble or fall down.

Alcohol affects a person's behavior progressively - inhibitions first, then judgment, then reactions, and finally coordination. Behavioral signals of these stages can be classified into green, yellow, or red levels of drinking to help determine which customers may be a driving risk.

LIQUOR INFORMATION...

The percentage of alcohol in a given liquor is usually expressed with the term or "proof". Divide proof in half, and the result is the percentage of alcohol. The range is from 3% alcohol found in some beers, to more than 75% in some rums and liqueurs.

The percentage of alcohol can differ widely from drink to drink, but the volume of drink consumed is just as important. A drink with 1 ounce of 100 proof vodka, a 12 ounce bottle of beer, and a 4 ounce glass of wine all have the same amount of alcohol - 1/2 ounce.

Safe Limits of Alcohol Consumption First hour:

- Small person 1-2 drinks
- Med. person 2-3
- Large person 3-4

Subsequent hours:

ONE drink per hour for each person, regardless of body size.

Consider this example:

A 160 lb. person who consumes three 1 ounce drinks of 100% liquor, three 5 ounce wines or three 12 ounce beers, over a one hour period may register above the safe 0.05% level. Six drinks over a two hour period and the person is above the .10% level - legally intoxicated. Also, at any given level of intoxication, it takes only one drink per hour to maintain a level alcohol count since the body emanates alcohol at the rate of one drink per hour.

The following chart shows the approximate BAL which corresponds to each person's weight and how much they have consumed.

Blood Alcohol Level
Body Weight in Pounds

# of Drinks	100	120	140	160	180	200	220	240
1	.04	.03	.03	.02	.02	.02	.02	.02
2	.08	.06	.05	.05	.04	.04	.03	.03
3	.11	.09	.08	.07	.06	.06	.05	.05
4	.15	.12	.11	.09	.08	.08	.07	.06
5	.19	.16	.13	.12	.11	.09	.09	.08
6	.23	.19	.16	.14	.13	.11	.10	.09
7	.26	.22	.19	.16	.15	.13	.12	.11
8	.30	.25	.21	.19	.17	.15	.14	.13
9	.34	.28	.24	.21	.19	.17	.15	.14
10	.38	.31	.27	.23	.21	.19	.17	.16

ONE DRINK = 1 1/4 oz. of 80 proof liquor, one 12 oz. beer, or 4 oz. of wine.

ACKNOWLEDGMENT FORM

Employee Name _____

Address _____

Telephone Number _____

Date of Birth _____ Place of Birth _____

Employee Classification _____

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

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

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

Signature

Date

ballydoyle

5157 Main Street in Downtown Downers Grove
630-969-0600 • www.ballydoylepub.com

appetizers

Soup of the Day	Bowl \$3.95	Potato Skins	\$5.95
		Bacon, cheddar, chives and sour cream	
Irish Chips	\$3.95	Irish Skins	\$6.95
Golden fried potato chips tossed with herb seasoning		Crispy potato shell filled with corned beef and cabbage, topped with Irish cheddar	
Chicken Drumettes	\$5.95	Irish Smoked Salmon	\$9.95
Tossed in our spicy Buffalo or Guinness BBQ sauce, served with celery sticks and ranch dressing		Cucumber, red onion, toast points, dill-mustard sauce	
Prince Edward Island Mussels	\$6.95	Coconut Shrimp	\$8.95
Steamed with Harp, garlic, herbs and a touch of cream		Shrimp deep-fried and served with a mango sauce	
Chicken Tenders	\$6.95	Aer Lingus	\$11.95
Harp battered and served with your choice of sauce:		Appetizer Flight	
Guinness BBQ sauce, honey mustard or curry		Corned beef bites, Irish skins and wings	
Corned Beef Bites	\$5.95		
Slow cooked corned beef mixed with cream cheese; breaded and fried, served with horseradish sauce			

salads

House Salad	\$3.95	Iceberg Lettuce Wedge	\$6.95
Mixed greens, tomato, cucumber, carrot, choice of dressing		Crumbled blue cheese, red onions and blue cheese dressing	
Chopped Salad	\$10.95	Curried Chicken	\$8.95
Chicken, bacon, avocado, tomato, blue cheese, red onion and egg with iceberg lettuce and vinaigrette		Mild curry sauce, raisins, almonds, on a bed of cucumber, tomato and petite greens	
Caesar Salad	\$5.95	Goat Cheese	\$7.95
Crisp romaine, herb croutons, Parmesan, homemade dressing		A golden brown, breaded medallion, greens, pickled beets and walnuts	
<i>Add:</i> Chicken \$2.00 Shrimp \$4.00			

SANDWICHES

Served with coleslaw and fries

Corned Beef on Marble Rye	\$6.95	Rosemary Grilled Portabella Burger	\$6.95
Topped with Swiss and brown mustard, served hot		Served with herb focaccia, with marinated roma tomatoes, red onion, relish, provolone cheese and herb mayonnaise	
Black Angus Burger	\$6.95	Guinness Marinated Steak Sandwich	\$9.95
Half pound grilled to your liking, served with lettuce, tomato and onion		Tender sirloin, grilled to your liking and topped with sautéed onions and mushrooms on toasted rye bread	
<i>Add:</i> Bacon \$1.00 Cheese \$.75			
Grilled Chicken Breast	\$7.50	Harp Battered Cod	\$7.95
Herb marinated breast, fresh basil, tomato, Brie, herb mayonnaise served on a toasted bun		Tartar sauce, cheddar, lettuce and tomato	
Irish BLT	\$7.95	Toasted Irish Cheddar and Apple	\$6.50
Irish bacon, lettuce, tomato and herb mayonnaise		Served on whole grain bread with brown mustard	

CLASSIC IRISH fare

Harp Battered Fish and Chips	\$9.95	Beef and Guinness Stew	\$11.95
North Atlantic cod deep-fried to a golden brown, served with chips, coleslaw, malt vinegar and tartar sauce		Tender chunks of beef, carrots, onion, celery and potatoes slowly braised in Guinness and beef stock	
Shepherds Pie	\$10.95	Irish Fry, served all day	\$9.95
Savory beef in a rich sauce layered with mixed vegetables and topped with a mashed potato crust		Irish bacon, sausages, black and white pudding, fried egg, grilled tomato, bachelors beans, sautéed mushrooms and toast	

Boxty

Potato crepes filled with your choice of the following:

- Curried chicken braised with onion, carrot, peas, and raisins in a light curry sauce
- Wild mushrooms and asparagus

\$8.95 appetizer/\$11.95 entree

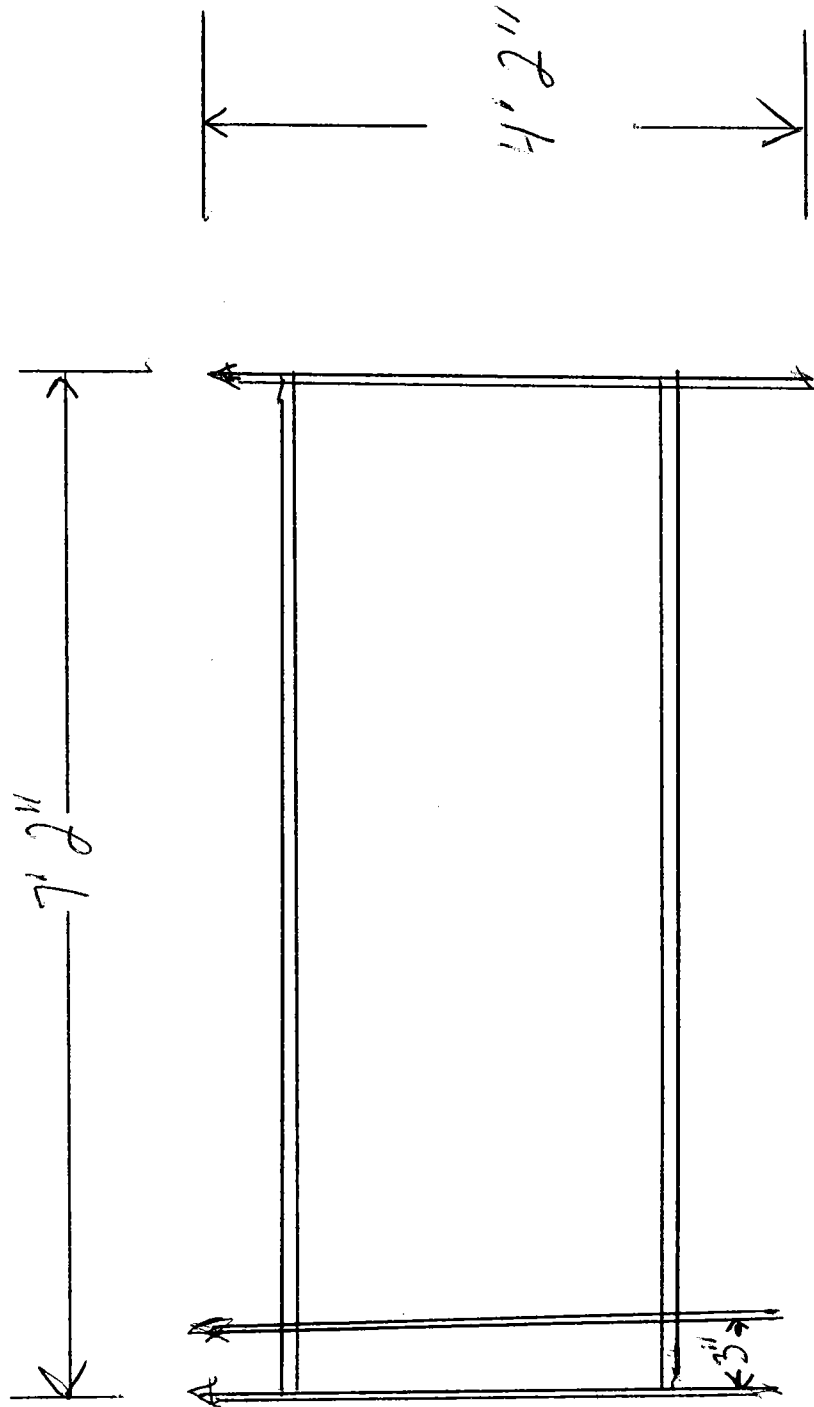
- Shrimps, scallops and leeks in a dill sauce
- Irish sausages, onions, peppers and Irish cheddar

entrees

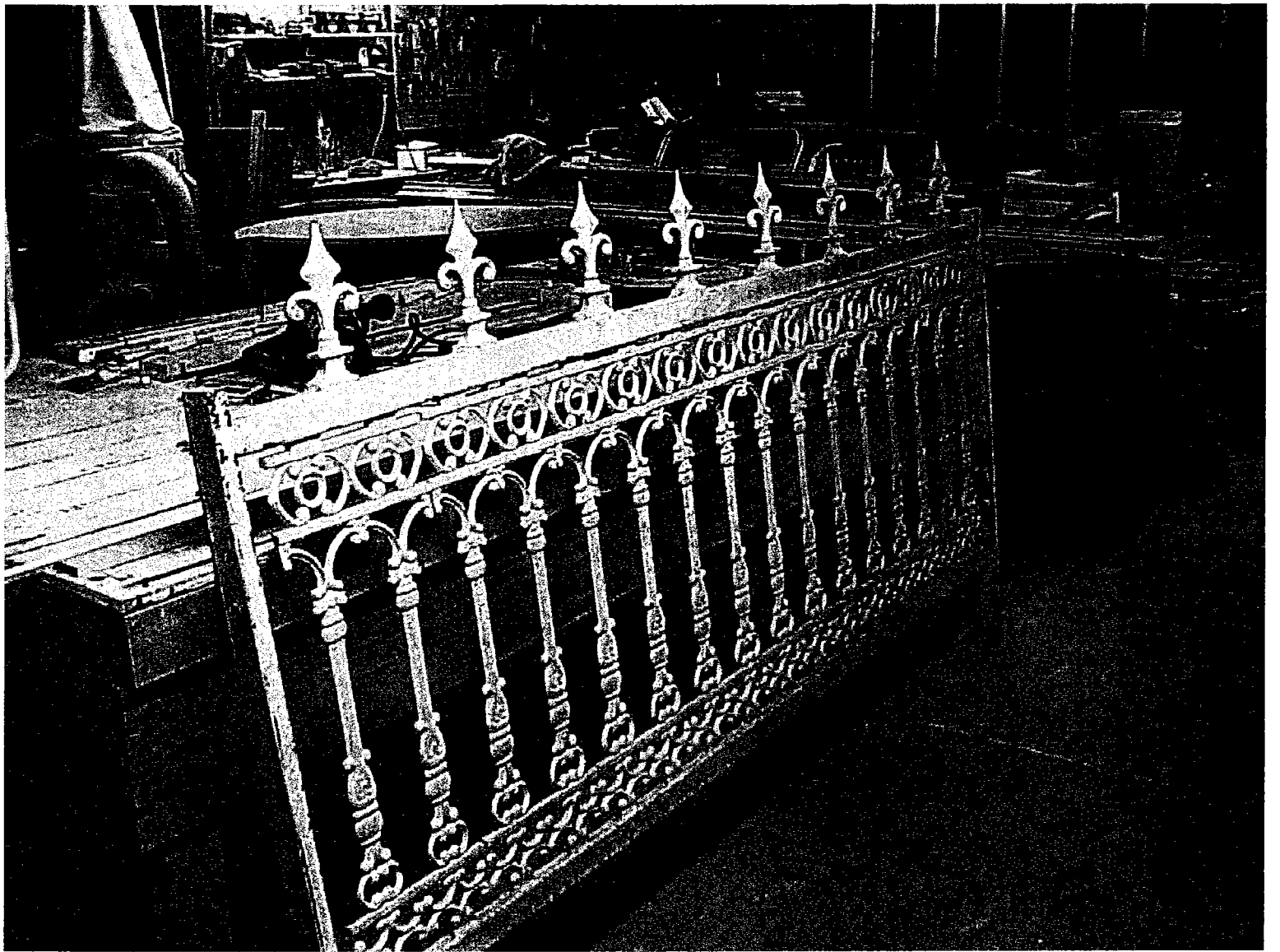
Salmon Pie	\$13.95	Beef Filet	\$19.95
Layers of fresh and smoked salmon with creamed cabbage, leeks and dill, topped with puff pastry and baked to a golden brown		Wrapped in bacon, served with Chaiamp, green beans and red wine sauce	
Pan Roasted Salmon	\$14.95	Potato Gnocchi	\$12.95
Served with champ (mashed potatoes and green onion), julienne vegetables and dill sauce		Potato dumplings with cream, Gorgonzola, radicchio and walnuts	
Farm Raised Trout	\$13.95	Skillet Pork Chop	\$15.95
Wrapped in bacon, sautéed with rosemary and served with skillet roasted potatoes and asparagus		Mustard crusted pork chop served atop roasted potatoes, mushrooms and cherry tomatoes	
Grilled Chicken Breast	\$10.95	Skillet Chicken	\$12.95
Marinated with fresh herbs, served with curried rice and buttered peas		Half chicken roasted with new potatoes, and carrots	
Corned Beef and Cabbage	\$9.95	Grilled Pork Tenderloin	\$14.95
Slow cooked with carrots, cabbage and new potatoes		Served with champ and green beans	
		Grandma Cullen's Noodles	\$11.00
		Tossed with beef and gravy	

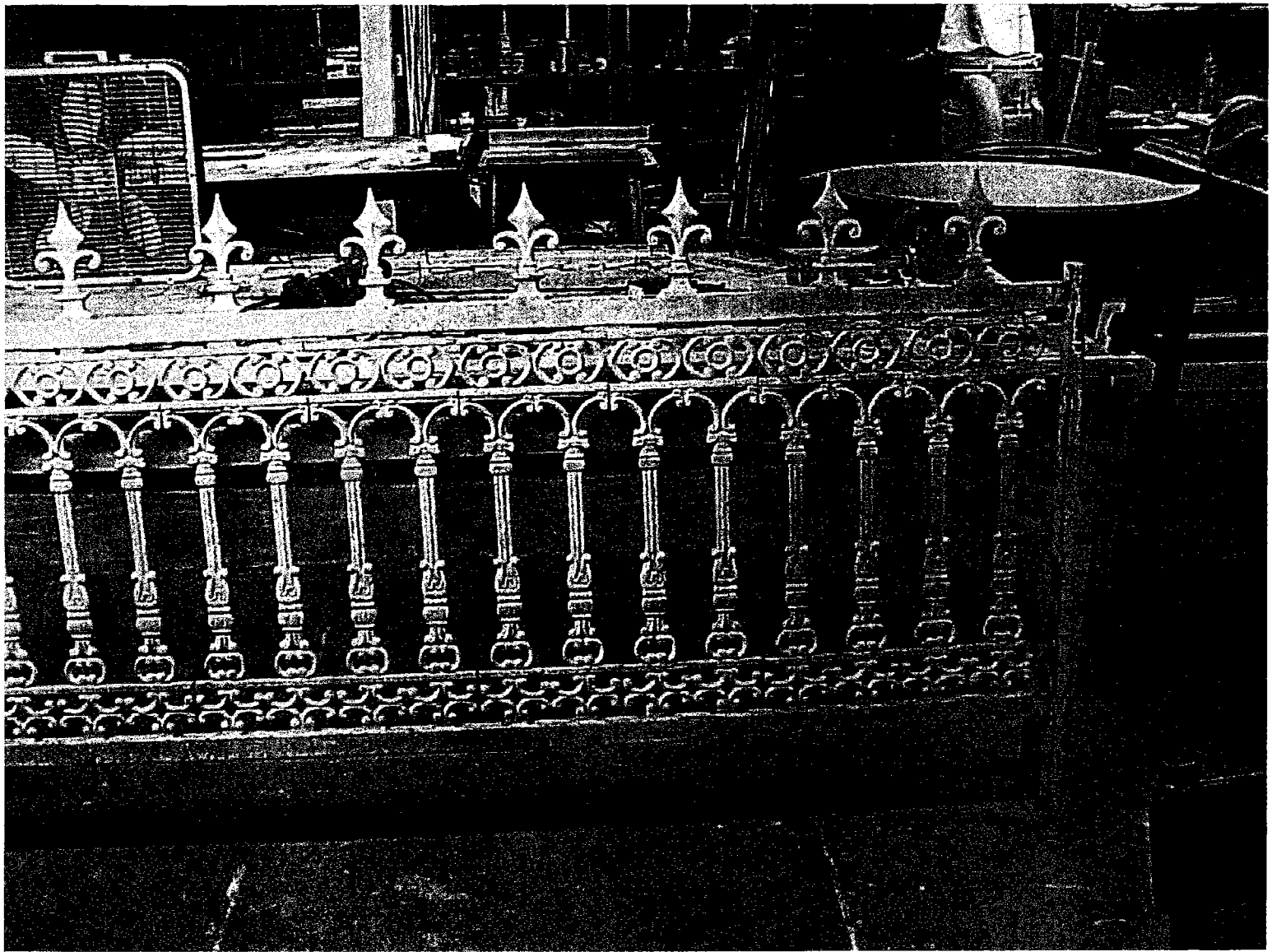
Ask about private parties and events!

Bally Doyle Irish Pub - Fence



Cast Iron Fence - Vintage







**EASEMENT
AGREEMENT**

PIN: 09-08-306-042
5157 Main Street
Downers Grove, IL 60515

This space is reserved for Recorder's Office only.

THIS AGREEMENT, made this 30th day of March, 2004, between DOWNERS GROVE, LLC a limited liability corporation, the Owner (hereinafter called "Licensor"), and the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation (hereinafter called "Licensee");

WITNESSETH THAT:

WHEREAS, Licensee owns or otherwise has an interest in the public sidewalk/pedestrian alleyway that lies adjacent to and south of 5157 Main Street and adjacent to and just north of 5207 Main Street, Downers Grove, Illinois;

WHEREAS, Licensor owns or otherwise has an interest in the property located at 5157 Main Street, Downers Grove, IL 60515, (PIN 09-08-306-042) (hereinafter referred to as "the Subject Property");

WHEREAS, the Licensee desires to complete sidewalk improvements to that portion of the Subject Property that is five (5) feet wide and one hundred forty two (142) feet in length running closest to the Licensee's Property (See, Exhibit A, attached) as well as to its own property which is adjacent to Licensor's Subject Property;

WHEREAS, the parties have determined that such improvements will not adversely impact the use of the Subject Property or impair the public health, safety and welfare; and

WHEREAS, the Licensor hereby grants permission to Licensee, its employees and agents, to enter, go across, on and upon the above-specified portion of the Subject Property for sidewalk purposes which include construction and installation of a brick paved sidewalk area 142' long by 5' wide on Subject Property as depicted in "Exhibit A," attached..

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The provisions of the preamble are hereby incorporated into and made a part of this Agreement.
2. To the extent of its authority and without cost for the brick paved sidewalk area, the Licensor does hereby grant unto the Licensee, its successors and assigns, a grant of easement over, on and about the

Subject Property as more accurately depicted in "Exhibit A" attached hereto and incorporated herein by reference.

3. The easement herein granted shall be limited to the use by the Licensee for the purpose of constructing and installing a brick paved area on the Subject Property.

4. During the term of this grant of easement, Licensee agrees to maintain the Subject Property in good repair and in a clean and sightly manner, free of obstructions and debris. Licensee further agrees to restore the Subject Property to a clean and safe condition upon the termination of this grant of easement.

5. During the term of this grant of easement, Licensee assumes all liability and shall indemnify, and compensate the Licensor, its officers and employees, for any injury or damage to personal property, including the Licensor's property, occasioned by or arising in connection with the use or occupancy of the above described easement area by the Licensee.

6. No other rights shall be conveyed by this Agreement. Licensor shall comply with all applicable ordinances and laws regarding the use of the Subject Property.

7. This grant of easement will commence on April 1, 2004.

8. This Agreement shall run with the land and be binding upon the owner(s) or resident(s) hereto, their heirs, successors and assigns. This document shall be filed with the DuPage County Recorder of Deeds office by the Village Clerk upon execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LICENSEE:

VILLAGE OF DOWNERS GROVE

BY Riccardo Ginex
Riccardo Ginex, Village Manager

Attest: April Holden
April Holden, Village Clerk

LICENSOR:

DOWNERS GROVE, LLC

BY: Michael J. Gilbert
Michael J. Gilbert, Managing Partner of Downers Grove, LLC

Subscribed and sworn to before me
this 29th day of March, 2004.

Irene Borachuk
Notary Public

Prepared by and Return to:
Enza Petrarca, Village Attorney
The Village of Downers Grove
801 Burlington Ave.
Downers Grove, Illinois 60515



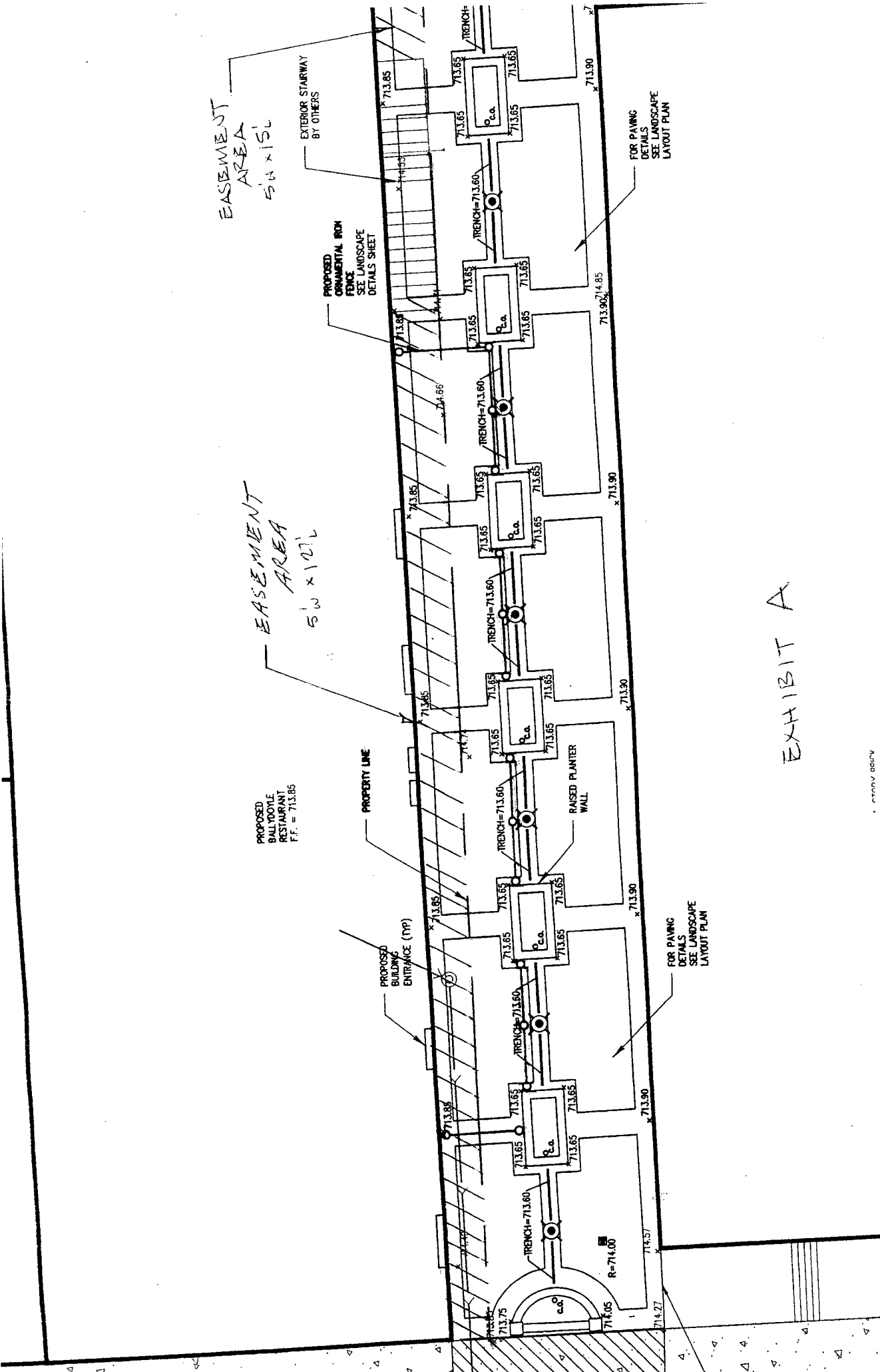


EXHIBIT A

ARNDY ARNDY

STREET

MAIN

SOUTHWEST CORNER OF LOT 10

N 87° 46'

70.18' REC.
67.59' MEAS.

25.75'

44.00'

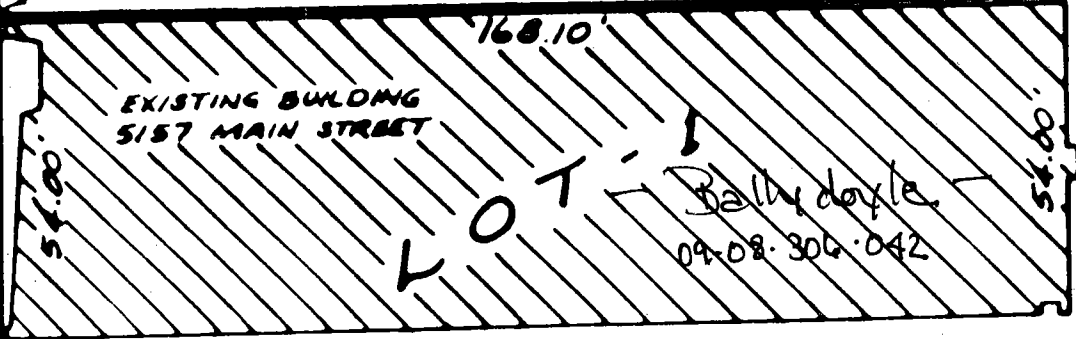
N 87°

POINT OF BEGINNING
(LEGAL - A)

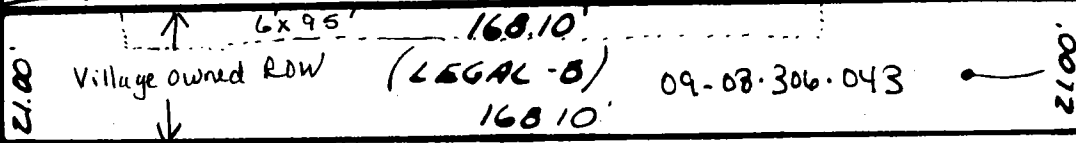
POINT OF COMMENCING (LEGAL - A)
POINT OF BEGINNING LOT - 1 (LEGAL - B) 187.44'

S 1° 50' 00" E. REC. & MEAS.

75.00'



74.89' REC.
76.42' MEAS.



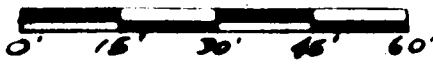
The (5')
Dammers Grove, LLC
(owner)

S 88° 15' 34" W. MEAS.

LOT - 52 OF



SCALE: 1" = 30'



33'

Section 19.49. Sidewalk Cafes.

(a) Sidewalk cafes may be authorized by the Village Council within the Concentrated Central Business District, subject to a license agreement and such terms and conditions as the Village Council may direct. For purpose of this section, the following terms are defined:

1. "Sidewalk Cafe" means a dining area situated upon public property, including a sidewalk, and operated as an integral part of an adjacent restaurant where food and beverages are sold or served for consumption on premises.

2. "Concentrated Central Business District" means that area so described in the Downers Grove Zoning Ordinance.

3. "Restaurant" means an establishment where food or beverages are sold or served and which includes table seating within such establishment for consumption on premises. Such business may also include "take out" sales in addition to sales for on-site consumption.

(b) The decision to grant or deny an application under this section shall be within the sole discretion of the Village Council. Because each application will involve different property and issues, the Village Council is expected to consider a number of factors, including but not limited to the following:

(1) The location and area surrounding the proposed sidewalk cafe.

(2) Any safety concerns.

(3) The impact on surrounding properties, uses and occupants.

(4) The impact on pedestrian and vehicular traffic.

(5) The nature of the property and whether a sidewalk cafe is appropriate within this area.

(6) The operation of the proposed sidewalk cafe.

(7) The past operation of the licensee within the Village.

(8) Whether alcoholic liquor will be served within the sidewalk cafe.

(c) A sidewalk cafe shall be subject to such conditions and restrictions as may be directed by the Village Council to protect the public health, safety or welfare, including but not limited to the following:

(1) The applicant's restaurant shall be located within the Concentrated Central Business District and in a building immediately adjacent to the public area designated in the license application.

(2) Fencing or a removable barrier may be required.

(3) Sidewalk cafes 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.

(4) Entertainment and electronically amplified or reproduced music or sound may be prohibited or restricted as the Village Council may direct.

(5) The sidewalk cafe 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 cafe obstruct vehicular or pedestrian traffic in an unsafe or unreasonable manner.

(6) The sidewalk cafe 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 cafe, including materials in the adjacent public right of way originating from the sidewalk cafe. The Village shall have the right to remove or cause the removal of any debris, and otherwise maintain the public property of the sidewalk cafe, 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 in taking such action.

(7) Except as expressly authorized in the license agreement, no cooking or food preparation shall be permitted in a sidewalk cafe.

(8) Except as expressly authorized in the license agreement, 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.

(9) Except as expressly authorized in the license agreement, where a structure or other facility, such as deck, is permitted as part of the sidewalk cafe, it shall be removed, and the right of way restored, within 30 days following expiration or termination of the license agreement. The licensee shall provide the Village with a letter of credit, in amounts and on upon terms as may be directed by the Village

Manager, to guarantee prompt and proper removal of such structure. The letter of credit shall be maintained by the licensee throughout the term of the license and such other period of time during which licensee operates or is engaged in the removal of its facilities.

(10) 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 for damages arising out of injuries which may be incurred as a result of the use of the right of way by the licensee.

(11) Licensee shall maintain throughout the term of the license, general comprehensive liability insurance; hazard insurance, including comprehensive form, premises-operations, explosions and collapse hazard, underground hazard and products completed hazard; liquor liability insurance, commonly known as dram shop, if applicable; automobile liability insurance; and workers compensation insurance - all naming as additional insured the Village, and its officers, boards, commissions, elected and appointed officials, agents and employees, in such minimum amounts as may be set by the Village Manager. The insurance required by this section shall be maintained by the licensee throughout the term of the license and such other period of time during which licensee operates or is engaged in the removal of its facilities.

(12) The licensee shall be required to pay such fees or rentals and enter into a written license agreement with the Village, in such form as may be approved by the Village Council, incorporating applicable conditions and restrictions.

(13) The licensee shall not be permitted to sell or serve alcoholic liquor at the sidewalk cafe except in conformance with an appropriate liquor license issued pursuant to Chapter 3 of the Downers Grove Municipal Code.

(d) Any person seeking approval of a sidewalk cafe shall submit a written application for a license to conduct a sidewalk cafe to the Village Manager. Such application shall include such information as the Manager may direct, including but not limited to, the following:

(1) The name, address and telephone number of the applicant and of the adjacent restaurant and its manager.

(2) An overall site plan showing the proposed location and dimension of the sidewalk cafe in relation to the adjacent street and sidewalk including that part of the sidewalk to remain outside of the cafe. This shall include a detailed description and site plan regarding any proposed improvements within the public right of way.

(3) A floor plan specifying the location of ingress, egress, tables, decorations, furnishings, equipment, removable perimeter barriers, the total square footage to be occupied by the sidewalk cafe and the maximum seating capacity.

(4) An operations plan specifying the proposed dates, days and hours of operation of the adjacent restaurant, the number of wait staff, security staff and maintenance personnel and a proposed menu, including alcoholic beverages, if applicable.

(5) A statement regarding whether the applicant will be serving alcoholic liquor at the sidewalk cafe as well as information regarding the current or proposed liquor license status of the applicant.

(6) A proposed license agreement on forms provided by the Village Manager.

(7) Such other information as the Manager may direct.

(e) The Village Manager shall review the completed application and transmit this to the Village Council along with such recommendations as the Manager may have regarding whether the application should be approved and, if so, upon what conditions. The Village Council will render the final decision regarding whether the license will be granted and, if so, upon what terms.

(f) A license issued pursuant to this Section shall not be transferable or assignable and shall not confer any property rights in the underlying right of way.

(g) Any license granted under this Section shall be subject to the absolute and primary right of the Village to protect the public health safety and welfare. In the event of an emergency, or to prevent or protect against an immediate threat to the public health safety and welfare, the Village Manager may order the immediately cessation of business, and removal of any or all equipment and facilities from public right of way. In addition, the Village Manager may suspend or revoke any license issued under this Section in the

event it is determined that the licensee has failed or refused to truthfully complete the application, or if the licensee has failed or refused to comply with the regulations of this Section, the license agreement or with other applicable law.

(h) 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.

(i) The Village shall have the right to remove or cause the removal of any equipment, structure or other facility of the licensee, and/or restoration of the right of way, in the event such items are not promptly and properly removed by the licensee and/or the right of way restored, pursuant to this Section, the license agreement or a lawful order of the Village Manager. In such event, the Village, at its discretion, may store, sell or otherwise dispose of such items as it deems appropriate. The licensee shall promptly reimburse the Village for all expenses in removing storage or disposal of such items and restoring the right of way.

**2004 SIDEWALK CAFE LICENSE AGREEMENT
PROCESS SHEET**

PLEASE REVIEW ATTACHED APPLICATION

AND RETURN TO: C. Conforti

Date Received 5-14-04

Applicant Ballydoyle, LLC

Requested Event Sidewalk Cafe'

Dates Requested June - October

DEPARTMENTAL REVIEW/RECOMMENDATIONS

	Approve	Inspection Required	Disapprove	Date	Signature
<u>Planning Department</u>	✓	NA		5/19/04	

Comment/Conditions SUBJECT TO SPECIAL USE REVIEW, SHOULD CONDITIONS OF THE OUTDOOR CAFE WARRANT (PER CH. 28), WHERE THE SIDEWALK CAFE LICENSE AGREEMENT MAY NO LONGER APPLY (I.E. IF MAJORITY OF OUTDOOR CAFE ON PRIVATE PROPERTY).

<u>Code Services</u>	✓			5-18-04	
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Comment/Conditions _____

<u>Police Department</u>	✓				
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Comment/Conditions _____

<u>Fire Prevention</u>	✓			5/20/04	98.9000 #138
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Comment/Conditions OCCUPANCY LOAD ACCEPTABLE FOR CAFE AREA. HOWEVER, CLEAR AISLE-WAY OF NO LESS THAN 48" SHALL BE MAINTAINED FOR EGRESS REQUIREMENTS. DRAWING INDICATE 60" MINIMUM BASED UPON PROPOSED PLAN. TABLES WITH CHAIRS MAY BE REMOVED TOGETHER AS PLANNED. NO DOORS SHALL BE BLOCKED BY TABLES/CHAIRS IN THIS AREA. MAX. OCCUPANCY

<u>Fire Department/Chief</u>	✓			5/19/04	
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Comment/Conditions Walk way must remain clear (10') Rail must be able to be removed

<u>Traffic Supervisor</u>	✓			5/17/04	
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Comment/Conditions LOADING ZONE ISSUES REMAIN. FOR ON-STREET, UNTIL DECK IS DONE.

<u>Deputy Village Mgr.</u>				5/18/04	
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Recommended Conditions what would happen if building to south leased to redevelop and eventual use of alley in similar manner.
D.V.

DEPARTMENTAL REVIEW/RECOMMENDATIONS

Approve Inspection
 Required Disapprove Date Signature

Public Works _____ 5/18/04 _____

Comment/Conditions THERE NEEDS TO BE A DOLLAR AMOUNT FOR THE COST OF THE FENCE THAT MUST BE PAID UP-FRONT BY AT TIME SIGNATURE IS AGREEMENT IS SIGNED BY THE OWNERS. (if the Village contractor making the improvement is in any way involved with furnishing and/or installation of the fencing)

.....

Liquor Commissioner* _____ ^{Until HC reviews & approves} 5/17/04 Confnti for BJK

Recommended Conditions Public Hrg. on Outdoor Lia Service sched. for 6/3/04 Lia Appl needs to be

*If Applicable _____ Obtained
Village Manager R. J. Huf _____ 5-20-04 R. J. Huf

Addition Conditions _____

Date Forwarded to Council _____

Council Objection: Yes _____ (Manager's Office Notifies Applicant in Writing)
No _____ (Forward to Village Clerk)

.....

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