

37763



# City of Madison Liquor/Beer License Application

On-Premises Consumption:  Class B Beer  Class B Liquor  Class C Wine  
Off-Premises Consumption:  Class A Beer  Class A Liquor

## Section A – Applicant

1. If needed, a qualified interpreter can be provided at no charge to you. Would you like an interpreter?  
 Yes (language: \_\_\_\_\_)  
 No (If you answer no and you do require an interpreter, the ALRC will refer your application to a subsequent meeting and this may delay your application process)

Si usted requiere o necesita un/a intérprete, nosotros podemos proveer un/a intérprete sin costo alguno. ¿Le gustaría tener un/a intérprete?

- Sí, lenguaje \_\_\_\_\_  
 No. Si usted escoge “no” en la solicitud/aplicación, y usted sí requiere un/a intérprete, el comité remitirá su solicitud para una nueva junta y esto puede atrasar el proceso de su solicitud.

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2. This application is for the license period ending June 30, 20 15.
3. List the name of your  Sole Proprietor,  Partnership,  Corporation/Nonprofit Organization or  Limited Liability Company exactly as it appears on your State Seller's Permit.

Blue Plate Catering, Inc.

4. Trade Name (doing business as) Blue Plate Catering
5. Address to be licensed 575 Zor Shrine Place, Wadison, WI 53719
6. Mailing address 8401 Greenway Blvd. Middleton, WI 53562
7. Anticipated opening date May 10, 2015

8. Is the applicant an employee or agent of, or acting of behalf of anyone except the applicant named in question 2?  
 No  Yes (explain) \_\_\_\_\_
9. Does another alcohol beverage licensee or wholesale permittee have interest in this business?  
 No  Yes (explain) \_\_\_\_\_

## Section B—Premises

10. Describe in words the building or buildings where alcohol beverages are to be sold and stored. Include all rooms including living quarters, if used, and any outdoor seating used for the sales, service, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored only on the premises as approved by Common Council and described on license.

In the main dining room.

11.  Attach a floor plan, no larger than 8 ½ by 14, showing the space described above.
12. Applicants for on-premises consumption: list estimated capacity 250
13. Describe existing parking and how parking lot is to be monitored.  
Manager on duty is responsible for monitoring all guests.  
Always 2+ staff on at one time
14. Was this premises licensed for the sale of liquor or beer during the past license year?  
 No  Yes, license issued to William Jones/Zor Shrine (name of licensee)
15.  Attach copy of lease. Bar Agreement.

### Section C—Corporate Information

This section applies to corporations, nonprofit organizations, and Limited Liability Companies only. Sole proprietorships and partnerships, skip to Section D.

16. Name of liquor license agent Jodi Fowler
17. City, state in which agent resides Hollandale, WI
18. How long has the agent continuously resided in the State of Wisconsin? 48 years
19.  Appointment of agent form and background check form are attached.
20. Has the liquor license agent completed the responsible beverage server training course?  
 No, but will complete prior to ALRC meeting  Yes, date completed 2006
21. State and date of registration of corporation, nonprofit organization, or LLC.  
WI, 1993
22. In the table below list the directors of your corporation or the members of your LLC.  
 Attach background check forms for each director/member.

Title	Name	City and State of Residence
CEO	Jodi Fowler	Hollandale WI
President	David Porto	Madison, WI
Treasurer	Tim DiMenna	Madison, WI
Vice President	Jim Johnston	Madison, WI
Secretary	Gary Breedlove	Madison, WI

23. Registered agent for your corporation or LLC. This is your agent for service of process, notice or demand required or permitted by law to be served on the corporation. This is not necessarily the same as your liquor agent.

Jodi Fowler

24. Is applicant a subsidiary of any other corporation or LLC?

No  Yes (explain) \_\_\_\_\_

25. Does the corporation, any officer, any director, any stockholder, liquor agent, LLC, any member, or any manager hold any interest in any other alcohol beverage license or permit in Wisconsin?

No  Yes (explain) BPC holds 4 Class B Combo licenses for private events.

**Section D—Business Plan**

Olbrich Gardens, Warner Park Rec. Center, Badger Harley Davidson, + Bishop O'Connor Center.

26. What type of establishment is contemplated?

- Tavern  Nightclub  Restaurant  Liquor Store  Grocery Store
- Convenience Store without gas pumps  Convenience Store with gas pumps

Other Banquet Facility for private events.

27. Business description Facility is rented out to groups hosting private events (weddings, anniversaries, corporate events, etc.)

28. Hours of operation Monday - Sunday 9am - 12am

29. Describe your management experience I have owned and operated Blue Plate Catering for 25 years. I have held the Olbrich Gardens liquor license for nearly 10 years

30. List names of managers below, along with city and state of residence.

<u>David Porto</u>	<u>Madison, WI</u>
<u>Tim DiMenna</u>	<u>Madison, WI</u>

31. Describe staffing levels and staff duties at the proposed establishment There will always be at least 2 bartenders on site at every event to ensure proper safety for staff and guests

32. Describe your employee training Each employee is trained in proper beverage training, and all managers and lead workers are required to have a serving license

33. Utilizing your market research, describe your target market.

Social and corporate events.

34. Describe how you plan to advertise and promote your business. What products will you be advertising?

We will advertise the Zor Shrine location on our website.

35. Are you operating under a lease or franchise agreement?  No  Yes

36. Private organizations (clubs): Do your membership policies contain any requirement of "invidious" (likely to give offense) discrimination in regard to race, creed, color, or national origin?  
 No  Yes N/A

### Section E—Consumption on Premises

This section applies to Class B and Class C applicants only. Class A license applicants (consumption off premises) may skip to Section F.

37. Do you plan to have live entertainment?  No  Yes—what kind? DT's and bands,  
for private events only.

38. What age range do you hope to attract to your establishment? 30-70

39. What type of food will you be serving, if any? Private events only  
 Breakfast  Brunch  Lunch  Dinner

40. Submit a sample menu if applicable. What will be included on your operational menu?  
 Appetizers  Salads  Soups  Sandwiches  Entrees  Desserts  
 Pizza  Full Dinners Menu attached.

41. During what hours of operation do you plan to serve food? 9am-9pm, private events only

42. What hours, if any, will food service not be available? Only available for private events

43. Indicate any other product/service offered. Catering for private events.

44. Will your establishment have a kitchen manager?  No  Yes

45. Will you have a kitchen support staff?  No  Yes

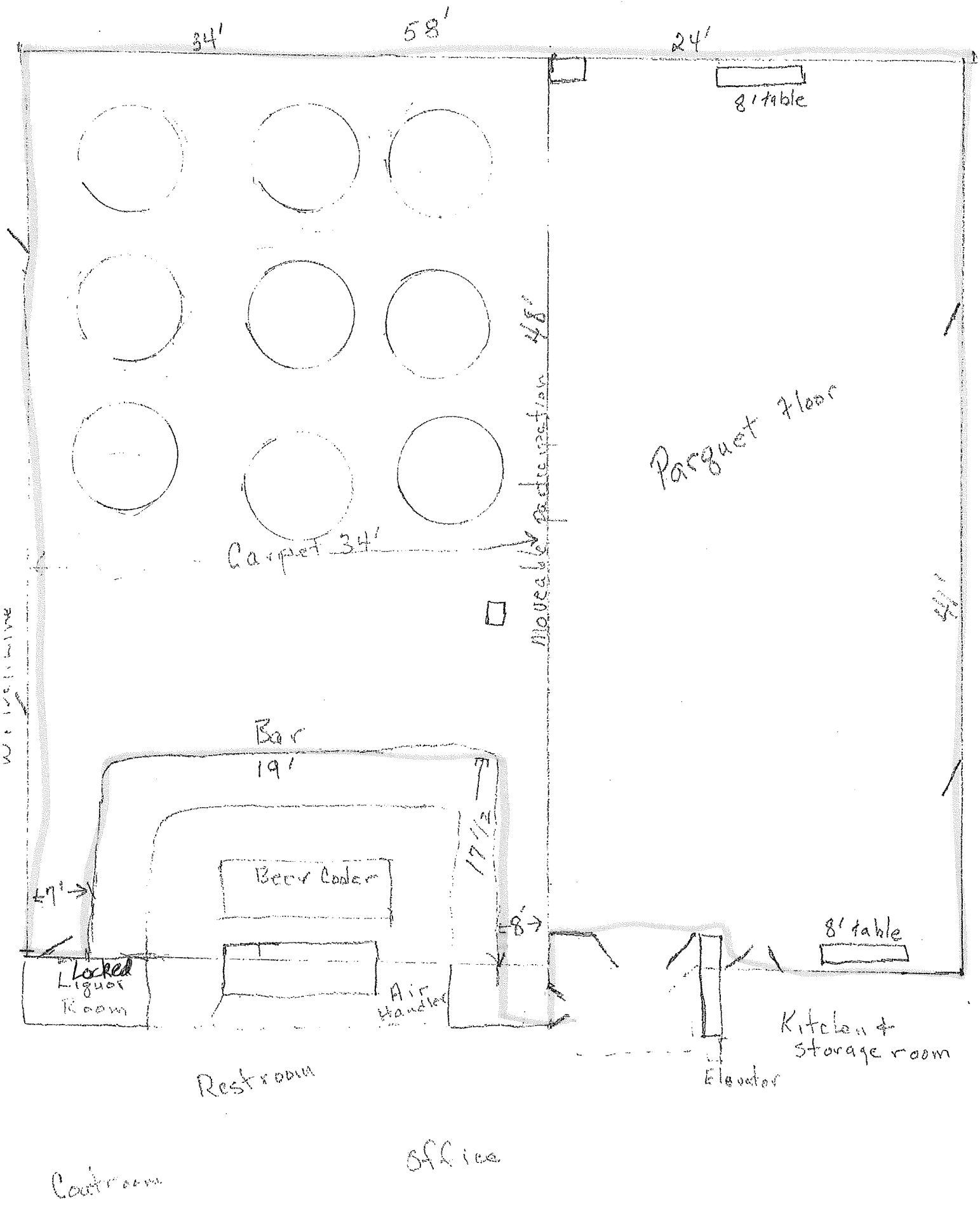
46. How many wait staff do you anticipate will be employed at your establishment? Private events.  
During what hours do you anticipate they will be on duty? Fluctuates due to clients' needs.

47. Do you plan to have hosts or hostesses seating customers?  No  Yes

48. Do your plans call for a full-service bar?  No  Yes  
 If yes, how many barstools do you anticipate having at your bar? 15  
 How many bartenders do you anticipate having work at one time on a busy night? 2-3, dependent on clients' needs.
49. Will there be a kitchen facility separate from the bar?  No  Yes
50. Will there be a separate and specific area for eating only?  
 No  Yes, capacity of that area \_\_\_\_\_
51. What type of cooking equipment will you have?  
 Stove  Oven  Fryers  Grill  Microwave N/A
52. Will you have a walk-in cooler and/or freezer dedicated solely to the storage of food products?  
 No  Yes N/A
53. What percentage of payroll do you anticipate devoting to food operation salaries? N/A
54. If your business plan includes an advertising budget:  
 What percentage of your advertising budget do you anticipate will be related to food? N/A  
 What percentage of your advertising budget do you anticipate will be drink related? N/A
55. Are you currently, or do you plan to become, a member of the Madison—Dane County Tavern League or the Tavern League of Wisconsin?  No  Yes N/A
56. Are you currently, or do you plan to become, a member of the Wisconsin Restaurant Association or the National Restaurant Association?  No  Yes N/A
57. All restaurants and taverns serving alcohol must substantiate their gross receipts for food and alcohol beverage sales broken down by percentage. New establishments estimate percentages:  
10 % Alcohol 90 % Food \_\_\_\_\_ % Other
58. Do you have written records to document the percentages shown?  No  Yes  
 You may be required to submit documentation verifying the percentages you've indicated.

### Section F—Required Contacts and Filings

59. I understand that liquor/beer license renewal applications are due April 15 of every year, regardless of when license was initially granted.  No  Yes
60. I understand that I am required to host an information session at least one week before the ALRC meeting.  No  Yes
61. I agree to contact the Alderperson for this location to discuss my application and to invite the Alderperson to my information session.  No  Yes
62. I agree to contact the Police Department District Captain for this location prior to the ALRC meeting.  No  Yes
63. I agree to contact the Alcohol Policy Coordinator prior to the ALRC meeting.  No  Yes
64. I agree to contact the neighborhood association representative prior to the ALRC meeting.  
 No  Yes

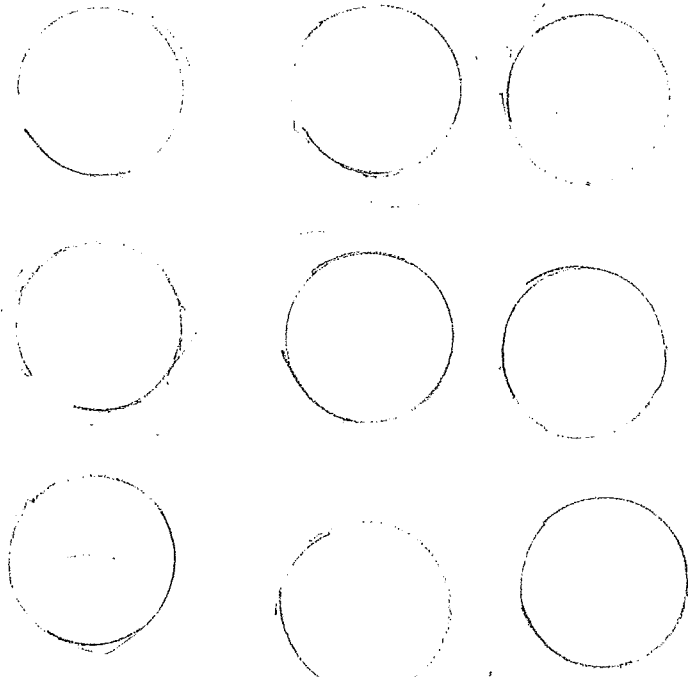


34'

58'

24'

8' table



Carpet 34'

Movable partition 48'

Parquet floor

Bar 19'

Beer Cooler

Air Handler

Locked Liquor Room

8' table

Kitchen + storage room

Elevator

Restroom

Countr room

Office

## ALCOHOL BEVERAGE SERVICE OPERATING AGREEMENT

This agreement is entered into this 23<sup>rd</sup> day of February, 2015, by Zor Shriners (Zor), a Wisconsin fraternal organization, having its office located at 575 Zor Shrine Place, Madison, WI, 53719, and Blue Plate Catering, (BPC), a Wisconsin corporation, having its office located at 8401 Greenway Blvd., Middleton, WI, 53562.

1. Zor owns a facility located at 575 Zor Shrine Place, Madison, WI, which, from time to time, is rented to private/public parties for various business and social events. In this facility is a banquet/meeting hall with a bar for serving alcoholic and other beverages. Zor currently holds a Class B Combination liquor license issued by the City of Madison for this location.
2. Pursuant to this agreement, Zor agrees to surrender its alcohol license and to authorize BPC to obtain a Class B Combination license for bar service at facility. Surrender will occur at a time and in a manner to allow continuity of service. BPC will have the exclusive right and responsibility to operate the bar at Zor facility during the time this agreement is in effect and is requested to do so by a renting party. BPC acknowledges that BPC is not a tenant of the Zor property, but rather, BPC is granted a mere license to enter the Zor property for the purpose of performing specified acts on that property.
3. The existing inventory of beer, wine, liquor, and supporting items will be purchased by BPC at terms to be mutually agreed upon. BPC will be responsible for procuring all necessary items including beverages, condiments, disposables, and other items necessary for bar operation during the term of this agreement, and shall have exclusive control over such items.
4. BPC shall employ bartenders licensed by the City of Madison. BPC will ensure that such bartenders are fully trained and at all times will conduct themselves in a manner consistent with the laws, rules and regulations of the State of Wisconsin and the City of Madison. At least one licensed bartender must be present at all times that the bar is in operation. BPC acknowledges that Zor shall have no responsibility to assure compliance with Chapter 125 of the Wisconsin Statutes or City of Madison ordinances concerning the sale of alcohol beverages.

5. Zor will notify BPC in a timely manner of all events scheduled at the facility that desire bar service, to include name, contact information and point of contact. It will be the responsibility of BPC to contact the renting party to make all necessary arrangements. Sale prices of beverages will be set by mutual agreement between Zor and BPC. BPC recognizes and agrees that food catering may be provided by any caterer approved by Zor.

6. BPC will remit to Zor, by the 10<sup>th</sup> of each month, an amount equal to thirty percent (30%) of gross sales from the previous month. Gross sales to include all items including hosted bar items, kegs, sodas, advanced sale items etc. Upon request from Zor, BPC will provide all necessary records to substantiate the gross sales amount. This may include inventory sheets, cash register tapes, etc. Zor shall have the right to audit BPC's operations, and for that purpose, to have access to books of account, sales tax receipts, warehouse and wholesale invoices and payment records, and other documents showing the volume of alcohol and other beverages sold.

7. BPC agrees to indemnify and hold harmless Zor from all loses, claims, damages, penalties, cost, and expenses (including reasonable attorney's fees) of any nature arising or incurred as a result of or incident to the acts or omissions of BPC and/or personnel furnished by BPC under this agreement. Zor agrees to indemnify and hold harmless BPC from all loses, claims, damages, penalties, liabilities, costs and expenses (including reasonable attorney's fees) of any nature arising or incurred as a result of or incident to the acts or omissions of Zor in the operation of Zor's facility. BPC shall not permit mechanic's, materials, contractors or any other liens or encumbrances to attach to the Zor property.

8. Nothing contained herein shall be deemed or construed to create the relationship of principal and agent, partnership or joint venture. All services performed by BPC under this agreement shall be as an independent contractor.

9. BPC shall provide to Zor a liability insurance certificate in the amount of not less than \$1 million dollars aggregate listing Zor as an additional insured and must be in force for the entire term of this agreement.

10. BPC shall gather all pertinent information and contact Zor immediately following any event with a report of any personal injury, property damage, or



accidents. BPC must also report any incidents where patrons were ordered to leave the property or if authorities needed to be summoned. The Zor incident report form should be used. This report should include dates, names of those involved, and details of the incident. BPC shall do the necessary to preserve its license and the good reputation of the Zor Shrine.

11. BPC shall strictly adhere to the building security protocols established from time to time by Zor. BPC will be issued an electronic pass key to the facility and will be responsible for management of the facility while providing service during events. Zor shall issue separate instructions to BPC, which shall relay those instructions to BPC personnel, regarding opening, managing, closing, and securing the facility before during, and after an event.

12. Either party may terminate this agreement upon sixty (60) days notice in writing (or electronically) one to the other. However, any event contracted for with a customer whether within or beyond the sixty (60) day notice period shall be fulfilled unless termination is for breach of this agreement or for cause. Upon termination of this agreement BPC will surrender the liquor license and Zor shall re-apply for the license. In the event of a breach of the agreement which causes great public embarrassment to Zor Shrine, Zor may suspend the operation of the Bar immediately, without recourse by BPC.

FOR ZOR SHRINERS

By: William C Jones Date 2/23/2015

FOR BLUE PLATE CATERING

By: Red [Signature], president Date 2/23/15