	AGEN	IDA ITEM	EXECUTIVE SUMMARY	Agenda Item number: IIIA6				
		Recomm	endation to approve a Propo	sal for a B-1 Liquor				
	Title:	License /	Application, with Conditions,	for Chum's Shrimp Shack,				
		Located	at 2115 W. Main St., St. Char	les				
CITY OF ST. CHARLES ILLINOIS • 1834	Presenter:	Police Chi	Police Chief Keegan					
Meeting: City	Council		Date: April 15, 20	24				
Proposed Cost	:		Budgeted Amount: \$	Not Budgeted:				
TIF District: C	hoose an iten	1.						
Executive Sum	mary (if not	budgeted,	please explain):					
Chum's Shrimp Shack, located at 2115 W. Main Street, was recently sold and the new owners are requesting approval of a B-1 liquor license application for their business.								
Attachments (Liquor License	please list):							
Recommendat	ion/Suggest	ed Action (briefly explain):					
Recommendation to approve a proposal for a B-1 Liquor License application, with conditions, for								
Chum's Shrimp	Chum's Shrimp Shack located at 2115 W. Main St., St. Charles.							

Police Department



Memo

Date: April 1, 2024 To: Lora Vitek, Mayor-Liquor Commissioner From: James Keegan, Chief of Police

The purpose of this memorandum is to document and forward to your attention the results of the background investigation conducted by members of the St. Charles Police Department concerning the above-mentioned establishment.

As is customary procedure, a detective was assigned this investigation and reviewed the site location/floor plans, the business plan and the corresponding application material. The site location (2115 W. Main Street/former Beef Shack) has been operating as Chums Shrimp Shack since late 2021. The business was recently sold and the new operator is seeking a B-1 license.

While this location has a smaller footprint and not a large amount of seating, a liquor license was held by the former owners. Although the current owner (Luis Rodriguez-Tapia) owns and operates 3-other restaurants in our area; all taco bars (Algonquin, Crystal Lake and Woodstock), three underage sales have taken place in the last 2-years (one in Algonquin and two in Crystal Lake). In each case, a bartender sold alcohol to a minor while police were conducting compliance checks. It is important to note that the owner was not present or directly involved in either of these sales but nonetheless, it his responsibility as an owner/operator to be in operational control of his establishments at all times and this gives me reason to be concerned. While I don't suspect significant liquor sales or minors attempting to consume alcohol at this location as alcohol is ancillary to food sales, I do want to put strict procedures in place ahead of any potential liquor license being issued. That being said, I am recommending The Liquor Commissioner, with approval of the Council, impose the following conditions:

- The purchase of an ID machine to validate and scan all identification cards presented to staff. These machines populate the persons birthdate and scan the barcode for authentication.
- Mandating a manager being present while liquor is being sold.

These provisions would have to be agreed to by the applicant as a condition of a license being granted as the below cited ordinance allows for the city to impose additional restrictions on issuances of license as follows:

5.08.085 - Issuance of licenses and restrictions—Liquor Control Commissioner/City Council

The Local Liquor Control Commissioner may, with the advice and consent of the City Council, and as designated in any license, impose such other and further conditions, as the Local Liquor Control Commissioner and City Council deem necessary. The Local Liquor Control Commissioner may, with the advice and consent of the City Council, permit entertainment as specifically authorized with the issuance of any license.

It should be noted that all 3 other locations the applicant owns/operates are in good standing with each municipality and the State of Illinois.

See the adjoining application material for further information. The police department recommends license approval with the aforementioned stipulations.

Thank you in advance for your consideration in this matter.

City of St. Charles, Illinois Liquor Control Commission CITY RETAIL LIQUOR DEALER LICENSE APPLICATION	A	1
I THE TALE EIGOON DEALER EIGENSE AT LIGATION		M
Incomplete applications will not be accepted. Applications may be submitted to: 2 E. Main Street, St. Charles, IL 60174-1984		7.0
Business Name	T	70
APPLICATION CHECKLIST		
Check items to confirm all are attached to this application	Applicant	Office Use
Application Fee of \$200 (5.08.070C) non-refundable Non-refundable		
Completed Application for all questions applicable to your business.		
Copy of Lease/Proof of Ownership		
Copy of Dram Shop Insurance or a letter from insurance agent with a proposed quote.		Ľ
Copy of Articles of Corporation, if applicable.		
Completed B.A.S.S.E.T. (Beverage Alcohol Sellers & Servers Training) form – filled out for all employees. A copy of the B.A.S.S.E.T. certificate is only needed for each manager . It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for all of their employees.		
Copy of Site Plan for Establishment (Drawn to scale including the parking lot, patio and/or deck, outdoor seating).		C
Copy of Floor Plan for Establishment (Drawn to scale and must include the layout of the establishment with tables, chairs, aisles, displays, cash register, bar, and lounge area with dimensions, percentage, and square footage noted for each space). Be sure to also include all fixed objects , such as pool tables, bar stools, vending/amusement machines; as well as all exits .		
Copy of Business Plan, to include: Hours of Operation Copy of Menu Whether or not live music will be played at this establishment Will there be outdoor seating and/or outdoor designated smoking area Do not include a marketing or financial plan with this business plan		8
Are any building alterations planned for this site? If not sure, please contact Building & Code Enforcement at 630.377.4406 and/or Fire Prevention Bureau at 630.377.4458 to discuss whether or not a walk-thru and/or permit are necessary.		
All managers have been fingerprinted who are employed by your establishment. When new management is hired, it is imperative you contact the Mayor's office to be fingerprinted so the City's business files are appropriately updated.		
Alcohol Tax Acknowledgement and Business Information Sheet		
OFFICIAL USE ONLY		
Signature of Investigating Officer Badge Number & Rank		1-1 - W
Approval Recommended* Approval NOT Recommended		
Signature of Chief of Police Date		
*ISSUANCE OF THIS LICENSE IS CONTINGENT ON MEETING ALL REQUIRED BUILDING AND FIRE DEPAR	TMENT REOL	IREMENTS.

			Date Applica	tion Received:	
LICENSE INFORMATION:					
□A Package \$3200-3600		.4 □A5 I	⊐ A6		
□ B Restaurant \$2400-360	B Restaurant \$2400-3600 BB1 B2 B3				
□C Tavern \$2400-3600		⊐ C1	Late Night Perm	it 2:00am \$2300 (B/C only)	
D Hotel/Banquet/Arcad	a/Q-Center/Entertainment,	/Club - \$varies	D-Type		
□G Brewery/Restaurant of	or Site License - \$varies	⊐G1 □G2			
□ H Catering License - \$va	ries [⊐H1 □H2			
	or A, B, C, D, G are reduced by I 30 following issuance and a r	*		ed after Nov 1. t year (May 1-April 30) (5.08.040)	
APPLICANT INFORMATIO	N .				
1. Type of Business: 🔲 Ind	dividual 🛛 Partnership		on 🗋 Other (explain	n):	
2. Business Name:	ing chack				
3 Business Address	mp shack	{			
4. Type of Business	5. Length of Time in this			Ily will be in inventory when in	
(5.08.070-3):	Business (5.08.070-4):	operation (5.0			
Restaurant	2 years	3,000	2,00		
7. Business Phone:	8. Business E-mail: Chuns shring shed @gmil	9. Business W	ebsite:	10: Illinois Tax ID Number:	
224 484 8098 11. Applicant/Contact Perso		12. Title:		4307-3638 13. Email:	
Luis G. Rodrig		owner		13. Email: grupogrø7@outlock. com	
18. If Corporation, Corporat	ion Name: np Shack LLC				
19. Corporation Address (ci	ty, state, zip code):				
2115 W Mai	n St St.	(harles	1L 6017	4	
ADDITIONAL OWNERS, INV	'ESTORS (greater than <u>5%</u> i	nterest), and M		ON	
Full Name, include middle initial:					
1					

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P

Full Na	ame, include	middle initial:		Title:		
Birthd	ate:	Birthplace:	Driver's License#	•	Home	Phone:
Home	Address, and	ail addresses for the last 1	LO years:		Email	Address:
ļ						
Full Na	ame, include	middle initial:		Title:		
Birthd	ate:	Birthplace:	Driver's License#	:	Home	Phone:
Home	Address, and	all addresses for the last 2	10 years:		Email	Address:
ļ						
BUSI	NESS ESTAB	LISHMENT LOCATION IN	IFORMATION			
1. Exa	ct Street Add	ress for liquor license:	2. # Parking	3. Outside Dining s.f.		4. Total Building s.f.:
		t st charles 12 60174	Spaces: 20	[17.20.020-R]:		
5. Tot	al # Seats:	22	6. Live Entertainmen	I t Area s.f. [5.08.010-н]:		I
7.0.1	f Dusin and DI		<u>)</u> 	ted above (5 00 070 C).		
	- Cool	an description based on ty estascart	pe of establishment is	steu above (5.08.070-0):		
50	<u>u</u> (000 (
1						
PROP	OSED FLOC	R PLAN/LAYOUT OF PR	OPERTY			
Attac	h to this ap:	plication a floorplan or	layout of the propos	ed facility to include	e the f	ollowing:
1.				ereto a site drawing o	of the p	roposed licensed premises,
		ale showing the following	-	14 · · · · · · ·		
						and the square footage thereof;
		-				g bar, service bar, kitchen,
					_	outdoor areas where alcoholic
		uor may be served or con				
		e proposed seating capac d/or alcoholic beverages			-	c is permitted to consume food
2.			•			The Local Liquor Commissioner
	may impose such restrictions as he deems appropriate on any license by noting the same on the approved site					
1	drawing or as provided on the face of the license.					

3.	A copy of the approved site drawing shall be attached to the approved license and is made a part of said license.
4.	It shall be unlawful for any licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing.

THE FIRE PREVENTION BUREAU WILL FURNISH ALL FINAL, PERMITTED OCCUPANCY NUMBERS FOR THIS LICENSE.

CORF	PORATION / PREMISES QUESTIONS
1.	If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)? X Yes No Is any individual a naturalized citizen? Yes No If yes, print name(s), date(s), and place(s) of naturalization:
2.	Is the premises owned or leased (5.08.070-6A)? Owned 🗵 Leased
3.	If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-68):
	Name of Building Owner: R2 Injectments LLC Phone Number: 630 674-8424
	Address of Building Owner: 423 S Second St St Charles IL 60174 E-mail Address:
	Mailing Address of Building Owner (if different):
	Name of Building Owner: Phone Number:
	Address of Building Owner: E-mail Address:
	Mailing Address of Building Owner (if different):
	Name of Building Owner: Phone Number:
	Address of Building Owner: E-mail Address:
	Mailing Address of Building Owner (if different):
4.	Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that
	requires a liquor license? Ves X No
	If yes, please list the business name(s) and address(es):
5.	Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, and permit fees, for any current or previous establishment owned, operated or managed by the applicant?
	🗆 Yes 🖾 No
	If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued. (5.08.050)
	Are any improvements planned for the building and/or site that will require a building permit? 🗆 Yes 🛛 No
6.	If yes, has a building permit been applied for? 🗆 Yes 🗆 No Date of permit application
7.	Has applicant applied for a similar or other license on the premises other than the one for which this license is sought
	(5.08.070-7)? Yes 🖾 No
	If yes, what was the disposition of the application? Explain as necessary:

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8.	Has applicant (and all persons listed on page 2 of this application) ever been convicted of a felony under any Federal or				
	State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? 🛛 Yes 🕱 No				
	Is applicant (and all persons listed on page 2 of this application) disqualified from receiving a liquor license by reason of any				
5	matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? 🛛 Yes 🖾 No				
9.	List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper				
	if necessary.				
	Government Unit: Location, City/State:				
	Date: Special Explanations:				
	Government Unit: Location, City/State:				
	Date: Special Explanations:				
	Have any liquor licenses possessed ever been revoked (5.08.070-9)? 🛛 Yes 😥 No				
10.	If yes, list all reasons on a separate, signed letter accompanying this application. Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction?				
	🖾 Yes 🔲 No				
	If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.				
11.	Complete ONLY if yes was answered to the question above (10): Name: Name of Business:				
	Position with the Business: Date(s) of Denial:				
	Reason(s) for Denial of License:				
12.	Date of Incorporation (Illinois Corporations) (5.08.070-10):				
	Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation):				
13.	Has the applicant and all designated managers read and do they all understand and agree not to violate any laws of the				
	United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business (5.08.070-11)?				
	Have you, or in the case of a corporation, the local manager, or in the case of a partnership any of the partners, ever been				
	convicted of any violation of any law pertaining to alcoholic liquor? Yes No				
	Have you, or in the case of a corporation the local manager, or in the case of a partnership any of the partners, ever been				
	convicted of a felony? Yes No				
	Have you ever been convicted of a gambling offense? Yes X No (If a partnership or corporation, include all partners and the local manager(s).)				
	Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor?				
	🖾 Yes 🗔 No				

14.	All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 2 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12).				
	Has this been done? 🔣 Yes 🗆 No				
	If yes, date(s):				
15.	Has the applicant atta	ached proof of Dram Shop Insuran	ce to this application or already furnish	ned it to the City of St.	
	Charles (5.08.060)?	🛛 Yes 🗌 No	If already furnished, date of deliver	y:	
16.	home for veterans, th		any church; school; hospital; home for and/or any military or naval station (5.0		
	🗆 Yes 😡 No				
	S.S.E.T. TRAINING	ad to have B A S S E T training on	this page – include all managers, assist	ant managers hartenders	
and c	lerks who are permitte	ed to make alcoholic liquor sales. I	nclude copies of certificates for manag		
	licable. Add another p				
Name	e (First, Middle, Last):	Luis G Rodriguez	-		
Nam	e (First, Middle, Last):			Birthdate:	
Home	e Street Address, Incl C	ity, State, Zip:			
Date	of Course:	Place Course was Taken:	Certificate Granted? Y/N	Expiration:	
Name	e (First, Middle, Last):			Birthdate:	
Home	e Street Address, Incl C	City, State, Zip:			
Date	of Course:	Place Course was Taken:	Certificate Granted? Y/N	Expiration:	
Nam	e (First, Middle, Last):			Birthdate:	
Home	e Street Address, Incl C	îity, State, Zip:			
Date	of Course:	Place Course was Taken:	Certificate Granted? Y/N	Expiration:	
NEW	NEW MANAGEMENT REQUIREMENTS				
Whenever a new manager comes on board, the City must be notified and that person must be fingerprinted.					
It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for their employees. COMMENTS/ADDITIONAL INFORMATION					
	IVIENTS/ADDITIONAL				

Busi	iness Name:
SIG	NATURES
_2	L. Q. J. J. J. J. J. Applicant's Signature
Sub:	scribed and sworn before methis 14th day of March 2024
	"OFFICIAL SEAL" SUSAN MARIE KEMPH NOTARY PUBLIC, STATE OF ILLINOIS COMMISSION NO. 977933 MY COMMISSION EXPIRES 9/15/2027 MY COMMISSION EXPIRES 9/15/2027
-	DENDUM TO RETAIL LIQUOR LICENSE APPLICATION
Dat	e: Name of Applicant:
Nan	ne of Business:
Add	Iress of Business: Ward Number:
	Substant to the provision of the City of St. Charles Municipal Code, Chapter 5.08, Alcoholic Beverages, the following guide shall be frect for the investigation of an applicant for a Retail Dealer's Liquor License: Date on which applicant will begin selling retail alcoholic liquors at this location: Is the location within 100 feet of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands or children; or any military or naval station? If the answer to question 2 is yes, answer the following: Is applicant's place of business a hotel offering restaurant service, a regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal business? If yes, answer a, b and c: a. State the kind of such business: b. Give date on which applicant began the kind of business named at this location: c. Has the kind of business designated been established at this location for such purpose prior to February 1, 1934, and carried on continuously since such time by either the applicant or any other person?
4.	Yes No If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church? Yes If yes, have the premises been continuously operated and licensed for the sale of alcoholic liquor at retail since the original alcoholic liquor license was issued therefore? Yes

5.	Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes?
	🗆 Yes 🔲 No
6.	Is there any access leading from premises to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for use by the public? (Connection between premises and such other portion of building or structure as is used only by the applicant, his/her family and personal guests not prohibited.)
7.	If applicant conducts or will conduct in the same place any other class of business in addition to that of City Retailer of
	Alcoholic Liquor, state the kind and nature of such business: 🛛 Yes 🗋 No
8.	Are all rooms where liquor will be sold for consumption on the premises continuously lighted during business hours by natural light or artificial white light so that all parts of the interior shall be clearly visible? Yes No
9.	Are premises located in any building belonging to or under the control of the State of Illinois or any other political
	subdivision thereof, such as county, city, etc.? 🔲 Yes 🗌 No
10.	Are the premises for which license is herein applied for a store or place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food or drinks for such minors? Yes No
11.	It is required by the City of St. Charles that all employees undergo BASSET training. Provide a copy of the certificate of training completion for each manager. All certificates for managers have been submitted: Yes No
12.	From your observation and investigation, has applicant-to the best of your knowledge-truthfully answered all questions? Yes No If no, state exceptions:
	Have all persons named in this application been fingerprinted? 🔲 Yes 🔲 No
13.	Fingerprinted by: Date:
14.	Other necessary data:

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City of St. Charles ALCOHOL TAX BUSINESS INFORMATION SHEET

As a new business serving or selling alcohol in the City of St. Charles, the following information must be provided to assist with the processing of your monthly Alcohol Tax returns.

BUSINESS CONTACT INFORMATION

Corporate name:	Chums Shrimp	shack LLC	
DBA:			
Phone: 224 4848	ንየፅ Fax:	E-mail:	
Address: 2115 W	Main st		
City: Saint Cha	110s	State: 1L	ZIP Code: 60174

Expected date of business opening (Required): 05/01/2024

TAX PREPARER INFORMATION

Name of Tax Preparer:	Lois	Ū	
Phone: 224-345-1649	Fax:	E-mail:	grupogr.07 Qouttook.com

This completed form must be submitted with your liquor license application and "Acknowledgement of City Alcohol Tax" to the City of St. Charles Administration Office. **CITY OF ST. CHARLES**

FINANCE DEPARTMENT TWO EAST MAIN STREET ST. CHARLES, ILLINOIS 60174-1984 PHONE: (630) 377-4429 FAX: (630) 377-4487

.

Email Address ____



ALCOHOL TAX RETURN

N	fonth Endir	ng:	Account #		
N	lame of Bu	siness:			
C	ue Dates:	Jan: Due Feb 28 Feb: Due Mar 31 Mar: Due Apr 30 Apr: Due May 31	May: Due Jun 30 Jun: Due Jul 31 Jul: Due Aug 31 Aug: Due Sep 30		Sep: Due Oct 31 Oct: Due Nov 30 Nov: Due Dec 31 Dec: Due Jan 31
			Computation of Tax:		
1.	Gross A	icohol Sales		1.	
2.		of Tax e 1 by 3% (.03)			
3.		T Commission if Pa 2 by 1% (.01)	aid on Time	3.	
4.	Amount (Line 2 Less	of Tax Payable S Line 3)		4.	
5.	Penalty f	for Late Filing/Payr	nent	5.	
		2nd late penalty: Mul	tiply Line 2 by 5% (.05) or \$3 tiply Line 2 by 5% (.05) or \$ tiply Line 2 by 5% (.05) or \$	0.00 whicheve	er is greater ver is greater
6.		or Late Filing Per I ne 2 by 1.25% (.0125) x r		6.	
7.	Tax, Per	alties, Interest fror	n Previous Months	7.	
8.	. Amount Payable to City (Add Lines 4 + 5 + 6 + 7)		8.		
_			All Figures Are Subj	ect To Audit	
			erein contained are take d are correct to the best		
	Dated this	(Day)	day of(Month)	- <u></u>	(Year)
N	lame (Please				
	Print)			Title	

This form may be duplicated by local establishments for tax payment purposes.

_____ Phone #_____

ACKNOWLEDGEMENT OF ALCOHOL TAX

By signing below, I acknowledge that I have received the updated information on the City's alcohol tax. I understand that it is my responsibility to collect said tax on any alcohol sales effective immediately. It is also my responsibility to remit said taxes to the City by the due dates specified in the alcohol tax ordinance. I understand that any violation of the alcohol tax ordinance can result in the imposition of fines, penalties, or sanctions including suspension or revocation of the liquor license granted by the City of St. Charles. The tax rate on alcohol sales will be changed to 3% of the purchase price effective September 1, 2018. Please apply the tax at a rate of 3% on all alcohol sales at your establishment beginning on September 1, 2018.

Name Luis G. Rodriguen

Title owno/

Business Name Chums Shrimp Shack Address 2115 W Main St St Charles 12 60174

L. D. M.J. Signature

03/14/2024 Date

Please return the signed acknowledgement form to the City of St. Charles Administration Office.



Receipt

Date: February 16, 2024

Payment Method		nod	Check No.	Receive	d From	(International Second	
Cash			NIA	Luis Ro	Rodrigues		
Notes: L	g. License	BI Applic	ation fee + finger	print fee.	0		
Qty	Cost		Description	Account Code	F	ee	
		Liquor Lie	cense Class A - Packaged	100999-42100	\$	-	
1	200	Liquor Lie	cense Class B - Restaurants	100999-42101	\$ 2	00 -00	
		Liquor Lie	cense Class C - Tavern/Bar	100999-42102	\$	-	
		Liquor Li	cense Class D - Specific	100999-42103	\$	-	
		Liquor Lie	cense Class E - Temporary	100999-42104	\$	140 J	
		Liquor Vi	olations Fee	100999-42290	\$	-	
		Massage I Fee/Reney	Establishment License w	100999-42205	\$		
		Loudspea	ker License	100999-42210	\$	-	
		Towing L	icense	100999-42202	\$	100	
		Scavenge	r/Refuse License	100999-42203	\$	-	
		Bowling A	Alley License	100999-42204	\$	-	
		Billiard Li	icense	100999-42206	\$	-	
		Carnival	License/Fees	100999-42210	\$	-	
		Coin-Ope	rated Amusement	100999-42220	\$	-	
		Cigarette		100999-42230	\$	-	
		Cigarette	OTC	100999-42231	\$	-	
		Theater L	icense	100999-42240	\$	-	
1	.50	Fingerpri	nt Fee (\$50 per person)	100999-46299	\$	50.00	
	30	Legal Fee		100120-54110	\$	-	
			eous Revenue/Legal Fees	100999-46299	\$	-	
			cense Late Fee	100999-45205	\$	-	
		-					

Thank you for your business!

100999-42290

100999-42225

\$

\$

Total \$

250.00

2 E Main Street • St. Charles, IL 60174 • tconti@stcharlesil.gov • 630-377-4422

Tobacco/Massage Violations

Video Gaming Devices/License

SALE AND ASSIGNMENT OF OWNERSHIP OF CHUMS SHRIMP SHACK, LLC

This Agreement is dated this 1st day of March, 2024,(the "Closing") for the sale of all the membership interests in CHUMS SHRIMP SHACK, LLC, an Illinois limited liability company ("Company") by JENNIFER SOLARE ("Seller") to LUIS G. RODRIGUEZ ("Buyer").

1. <u>Purchase Price.</u> The Purchase Price is \$40,000 in consideration of Seller's assignment of all of her 100% membership interest in the Company to Buyer (see Exhibit C, attached hereto and made a part hereof), \$20,000 of which will have been paid upon signature and acceptance of the letter of intent dated February 28, 2024 (the "Letter of Intent"), and the balance of \$20,000 shall be paid at Closing.

2. <u>Terms and Conditions</u>. The terms and conditions specified in the Letter of Intent attached as Exhibit B hereto, are incorporated into this Agreement and made a part hereof with such changes or clarifications as required stated separately below.

3. Changes and Clarifications as Required.

(a) The company is a limited liability company and has membership interests, not shares of stock. It is the membership interests of Seller which are being assigned by this agreement to Buyer as memorialized in Exhibit C.

(b) All equipment, furniture owned by the Landlord or the tenant (Seller) is transferred with the transfer of the lease and sale of the membership interests, and such items are listed in Exhibit A. Buyer has had the time and conducted due diligence and is aware of any issues with the equipment, furnishings and other items in the restaurant and used in the operations of the restaurant. ALL ITEMS ON SCHEDULE B ARE SOLD "AS IS" and "WHERE IS". EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE LISTED ITEMS ARE BEING SOLD TO BUYER OR TRANSFERRED AS PART OF THE LEASE TRANSFER "AS IS," "WHERE IS" AND "WITH ALL FAULTS" AND SELLER MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE PHYSICAL CONDITION OF THE ACQUIRED ASSETS, THEIR VALUE, DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AS TO THE QUALITY OF THE ACQUIRED ASSETS OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

(c) Seller represents that any outstanding vendor and utilities invoices shall be paid on or prior to the closing date or pro-rated if received after closing for any period prior to the closing date.

(d) Seller represents that they and or the company have clear and marketable title to the business and its assets listed as tenant's property on Schedule A which are being transferred as a result of the transfer of their membership interests.

(e) Seller also represents that there are no taxes, tax liens or other amounts due federal or state.

(f) Seller will consult and help as possible to transfer the liquor and gaming licenses to Buyer, and to that end Jennifer Solare will remain as a manager of the Company for a period of sixty (60) days after the closing. Notwithstanding the foregoing the actual transfer remains as Buyer's responsibility and Buyer shall indemnify and hold Solare harmless for any Company liabilities incurred post Closing.

(g) Seller shall help as possible with Landlord and Buyer in getting the lease transferred. Seller shall pay the February 2024 rent, and use the security deposit to pay

the rent due for January 2024. Buyer is responsible for the security deposit and March 2024 rent.

(h) Adjustments and prorations shall be made as of closing to the extent necessary for rentals.

(i) Training will be provided by Seller for one week at no cost to buyer to train the buyer or manager on the operations and to transfer utilities and show how to use the equipment if needed. Owner will be available for telephone consultation for two more weeks thereafter in order to help resolve any issues at no cost to buyer.

(j) Indemnification.

(1) Each of the Buyer on the one hand, and the Seller on the other hand, shall indemnify, defend, and hold the other harmless from, and reimburse the other for, any loss, fee, cost, expense, damage, liability or claim (including, without limitation, reasonable attorney's fees and costs) arising out of, based upon, or resulting from (i) the material inaccuracy of any representation or warranty of such party contained in this Agreement; and (ii) such party's breach of or failure to perform any of its covenants or agreements contained in this Agreement.

(2) <u>Payables Claims</u>. The Seller shall indemnify, defend, and hold the Buyer harmless from, and reimburse the Buyer for, any loss, fee, cost, expense, damage, liability or claim (including, without limitation, reasonable attorney's fees and costs) arising out of, based upon, or resulting from any claim by any vendor, supplier, employee, governmental entity or otherwise with respect to any amounts due any such person from the Seller on or prior to the Closing Date.

(3) <u>Limitation on Indemnification</u>. Notwithstanding anything contained in this Section 13 to the contrary, the total indemnification obligations of the Seller and Buyer to the other hereunder shall not exceed the sum of \$10,000.

(4w) <u>Survival</u>. All of the representations, warranties, and indemnities made or given under this Agreement will survive the consummation of this Agreement for a period of one (1) year following the Closing Date.

(k) Miscellaneous

(1) <u>Entire Agreement</u>. This Agreement contains the entire understanding of the parties in connection with the transactions contemplated hereby, and supersedes all prior written or oral understandings or agreements between the parties hereto.

(2) <u>Successors and Assigns</u>. This Agreement is binding upon and is for the benefit of each of the parties and their respective successors and assigns. This agreement cannot be assigned by Buyer without the prior written consent of Seller.

(3) <u>Law Governing</u>. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

(4) <u>Headings</u>. The headings contained in this Agreement are for convenience of reference only, and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent, of this Agreement or any provision hereof.

(5) <u>Waiver</u>. No failure by any party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by any party preclude any other

or future exercise of that right or any other right hereunder by that party.
 (6) <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

In WITNESS HEREOF, the parties have executed this Sale and Assignment of Ownership Agreement as of the date first written above.

SELLER:

Junifer Solare

BUYER: -DocuSia and ber Luis Gr Rodriguez

3/1/2024

EXHIBIT A EQUIPMENT AND FURNISHINGS

Owned by Landlord and transfers with Lease:

Grill Dining Room wood tables (not including the chairs) Garbage Cans Sandwich Prep Table Shelves in walk-in freezer High Chairs Sink Station (attached to the wall)

Owned by Tenant and Transfers with sale

1

(3) Fryers (2 came from East Dundee location, 1 purchased in 2023) Refrigerators and Freezers (including small deep freezer) Dining Room Chairs
(2) Beverage Coolers
Tabletop Food Warmers
(2) Prep Work Tables
Outside Picnic Table & Landscape (Ropes/Flower pots)
Salamander (bought refurbished 2022)
Pots/Pans/Knifes/Containers/Trays
2 TV's / 2 Monitors with remotes
Toast POS System (2023)
Fire Extinguishers (2023)
Mats and Cleaning Supplies

EXHIBIT B

Letter of Intent

Letter of Intent – Sale of Chums Shrimp Shack February 28, 2024 Business Name: **Chum's Shrimp Shack LLC** Business Address: 2115 W Main St, St Charles, II 60174 Buyers Name: Luis G Rodriguez Sellers Name: Jennifer Solare

The Buyer agrees to purchase ALL Shares of STOCK AND THE CORPOATION from the seller. Business described as follows, including all sellers furniture, Fixtures, Equipment, Goodwill, Tangible and Intangible Assets, stock certificates. Landlord owns the tables (not the chairs), the grill, and the salamander.

Offer Amount \$ 40,000.00

A. Non-Refundable Deposit of \$20K: (Due with-in 24 hours of executed LOI)

- B. Owner Financing: Proof of Funds needs to be submitted at time of deposit
- C. Balance Due at Closing: \$20,000.00
- D. Total Purchase Price: \$ 40,000.00

1. The Purchase Price DOES include the purchase/transfer of all shares of corporate stock, remaining Inventory, website, social media accounts, and marketing folder.

2. The seller warrants that it has clear and marketable title to the business and assets being sold. Seller represents that all vendor invoices dated prior to closing will be paid in full on or before the closing date.

3. Buyer to secure lease assignment. Transfer of lease will be completed with management company.

4. The following adjustments shall be made at closing: Rent and security Deposit. Seller will pay all utility bills through the date of closing.

5. Liquor & Gaming license will transfer over. Under the Village of St Charles, buyer will have to go in front of committee meetings for final approval, which may cause a pause in liquor and gaming for a limited time.

6. All equipment is in working condition, except Walk in Freezer was never repaired upon lease agreement and new needed by seller.

7. This document contains the entire understanding of the parties and there are no oral agreements, understanding or representations relied upon by the parties.

8. Training will be provided by owner for 1 weeks at no cost to buyer to train the buyer or manager on the operations and to transfer utilities and show how to use the equipment if needed. Owner will be available for telephone consultation for two more weeks thereafter in order to help resolve any issues at no cost to buyer.

9. All deposits shall be made within 24 hours of this signed letter of intent contract.

10. Bulk sales release, UCC Search, ides letter of clearance "OR STATEMENTS SHOWING" no tax liabilities or liens to be provided by Seller before closing.

11. Review and Acceptance of Lease and lease terms within 5 days of Receipt

12. Any modifications of this Letter of Intent must be in writing and signed by all parties

13. Closing date to be on or before March 4th, 2024

EXHIBIT C

ASSIGNMENT OF MEMBERSHIP INTEREST

For Forty Thousand and 00/100 Dollars (\$40,000) and other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the undersigned as Assignor hereby sells, transfers, conveys, and assigns to LUIS G. RODRIGUEZ her entire one hundred percent (100%) Membership Interest in CHUMS SHRIMP SHACK LLC, an Illinois limited liability company.

Dated: March 1, 2024

.

Jennifer Solare, Member

Junifer Solarc

Jennifer Solare, Manager

Dated: March 1, 2024

LANDLORD'S ACKNOWLEDGEMENT AND CONSENT AGREEMENT

This Landlord's Acknowledgement and Consent Agreement (the "Agreement") dated this 1st day of March, 2023 by and between **R2 Investments LLC**, an Illinois limited liability company ("Landlord") and Chums Shrimp Shack LLC, an Illinois limited liability company ("Tenant") and Jennifer Solare and Anthony Solare.

Whereas, the Landlord acknowledges that the Tenant is an Illinois limited liability company; and

Whereas, on August 31, 2021 the Landlord and Tenant entered into a lease for the premises located at 2115 W. Main St., St Charles, IL (the "Lease"); and

Whereas, Jennifer Solare ("Solare") has assigned 100% of the membership interest in the Tenant to Luis G. Rodriguez ("Rodriguez").

Now therefore, it is agreed as follows:

- 1. The current security deposit of \$3,870.00 shall be applied to the rent due for January 2024.
- 2. Solare shall pay any remaining amount due for January and February 2024 rent which totals \$4,262,04 after application of the Security Deposit.
- 3. The Tenant shall pay the rent due for March 2024 in the amount of \$4,293.23 and provide the Landlord with the Security Deposit in the amount of \$3,870.00 as required under the Lease.
- 4. The Landlord acknowledges and consents to the transfer of ownership in the Tenant. The Landlord acknowledges that Rodriguez is the 100% owner of the membership interest in the Tenant and the Tenant, Chums Shrimp Shack, LLC shall remain the Tenant under the terms of Lease and the obligations of the Tenant shall not be affected by the aforesaid transfer of membership interest.
- 5. The Landlord acknowledges that the guaranty executed by Solare and Anthony Solare on August 31, 2021 expired on August 31, 2023 and neither Solare nor Anthony Solare have any obligations, or liability thereunder.
- 6. By execution of this Agreement and Landlord's receipt of the sums stated in Paragprah 2 and 3 herein, the Landlord releases Solare and Anthony Solare from any and all obligations, liability and or responsibility under the terms of the Lease and agrees to Rodriguez'.

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

LANDLORD:

R2 Investments LLC, an Illinois limited liability company

By: <u>Kyain (orcoran</u> Ryan Corcoran

DocuSigned by:

By:

Kyan Samuelson

Ryan Samuelson, member

TENANT:

Chums Shrimp Shack LLC, an Illinois limited liability company

By:

Jennifer Solare, manager

Acknowledged and Agreed:

Junier Solare

Jennifer Solare

Ant

Anthony Solare

OncuSinned by

Luis'G. Rodinguez



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

					DIL	111130	JAANG	L	3/	13/2024
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
lf	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in fleu of such endorsement(s).									
	DUCER				CONTAT NAME:					
Cor	nnect Insurance Group Inc					, Ext): (847) 62	28-9595	FAX (A/C, No):		
107	0 East Dundee Ave				E-MAIL ADDRE		myconnecting			
Ste	-					INS	URER(S) AFFOR	DING COVERAGE		NAIC #
	t Dundee			TL 60118	INSURE	RA: FIDELIT	Y & GUAR D	NS CO		35386
INSU					INSURE	RO: FARMIN	IGTON CAS	0		41483
	UMPS SHRIMP SHACK				INSURE					
211	5 W MAIN ST				INSURE					
ST	CHARLES			IL 601741669	INSURE					
		TIFIC	ATE	NUMBER:	INSURE	KF:		REVISION NUMBER:		
TH	IS IS TO CERTIFY THAT THE POLICIES OF	INSU	RAN	CE LISTED BELOW HAVE BE	EEN ISS	UED TO THE IN	SUBED NAME	ED ABOVE FOR THE POLIC	Y PERIC	DD
CE	DICATED. NOTWITHSTANDING ANY REQU ERTIFICATE MAY BE ISSUED OR MAY PER INCLUSIONS AND CONDITIONS OF SUCH PO	TAIN.	THE I	INSURANCE AFFORDED BY	THE PC	LICIES DESCE	RIBED HEREIN	ENT WITH RESPECT TO W	HICH TH TERMS,	IS
insr Lta	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LJMF	TS	
		· · · · ·				·		EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE							PREMISES (Ea occurrence)	s	300,000
								MED EXP (Any one person)	\$	5,000
A				BIP-1Y015877-24-42		03/06/2024	03/06/2025	PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE	\$	2,000,000
	OTHER:							PRODUCTS - COMP/OP AGG	\$ S	2,000,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	s	
	ANY AUTO							(Ea accident) BODILY INJURY (Per person)	5	
OWNED SCHEDULED								BODILY INJURY (Per accident)	\$	
HIRED NON-OWNED AUTOS ONLY								PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$							A PER LOUR	\$	
								STATUTE ER		
B	OFFICER/MEMBER EXCLUDED?	N/A		UB - 000Y885191		03/05/2024	03/05/2025	E.L. EACH ACCIDENT	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ e	1,000,000
								LIL COLOR INC. I CLICT LIMIT	1	1,000,000
A	LIQUOR LIABILITY			BIP-1¥015877-24-42		03/06/2024	03/06/2025	LIMIT		1,000,000 2,000,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORI	D 101, Additional Remarks Scher	dule, may	be attached if m	ore space is req		<u> </u>	4,000,000
CE	CERTIFICATE HOLDER CANCELLATION									
	City of St. Charles CANCELLED BEFORE ACCORDANCE WITH THE POLICY PROVISIONS.									
	2 E. Main Street AUTHORIZED REPRESENTATIVE									
	St. Charles IL 60174									

ACORD 25 (2016/03)

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m LLC-5.25	Illinois	FILE # This space for use by Becretary of State.
dy 2017	Limited Liability Company Act	THE SPECE OF CHE OF CODE AND CODE
ecretary of State epartment of Business Services	Articles of Amendment	
Imited Liability Division 01 S. Second SL, Rm. 351 pringfield, IL 62756 17-524-6006	SUBLIT IN DUPLICATE Type or print clearly.	
www.itsos.gov	Filing Fee: \$50	
regreent may be made by check regrebie to Secretary of State. If sheck is returned for any reason this ling will be vold.	Approved:	
1. Limited Liability Company name:	CHUMS SHRIMP SHACK, LLC	
 a) Admission of a new manage b) Withdrawal of a manager (c) Change in address of the m physical number and stree d) Change of registered age change to P.O. Box alone (a) Change in the Limited Liab 	days after the filing date) ded as folicies (check applicable item(s) below per (give name and address below)* give name below) acords office/principal place of business as rec t address, a P.O. Box alone or C/O is unaccep int and/or registered agent's office (Give new or C/O is unacceptable.) bility Company's name (give new name below) ion (state perpetual or date of dissolution below p series (fee \$300, see NOTE)	ulred by Sec. 1-40 of the Act. (Give n table.) r name and/or address below, addre
Only managers and any member	with the authority of manager are required to b	.behogen ed
Additional information: New Manager: Luis G. Rodriguez 14 Register Agent: Luis G. Rodriguez 1	141 Glacier Parlovay, Algonquin, IL 60102 441 Glacier Parlovay, Algonquin, IL 60102	
"New name of LLC (as changed):	Rented as a second stability of the second second state of the second second second second second second second	White succession and the second states of the second states
A professional LLC registered v	And and	the solution of some distance on some some states at
be stated in its purpose.	with the Itinois Department of Financial and Pro ity Company, PLLC or P.L.L.C. In its name. The	ofessional regulations must contain th specific professional service must als
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A CARLES AND STOR

DecuSign Envelope ID: 83807167-111C-450F-8E06-6A4061A1E023

LLC-5.25

- 4. The amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act.
- I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

Dated:	Harch 1	2024
	Manardony Denningent by Junyafer Solan Solare, Ranssimher	Year
	Name and Tale (type or print)

state name of company or entity.

NOTE:

The following paragraph is adopted when item 3g is checked:

The operating agreement provides for the establishment of one or more series. When the company has field a Conflicte of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the litinole Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unloss otherwise provided in the operating agreement, none of the debts, liabilities, obligations or expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.

Illinois BASSET Certification				
Luis G Rodriguez				
Certificate Number/Student ID: 55143 Issued on: 3/4/2024 As per the ILCC, this temporary certificate is valid for 30 days.				
CoursesForServers.com 1-800-712-1707 ILCC License#: 5A-1153145	Food Service Prep LLC 13359 North Highway 183 Suite 406-660 Austin TX 78750			

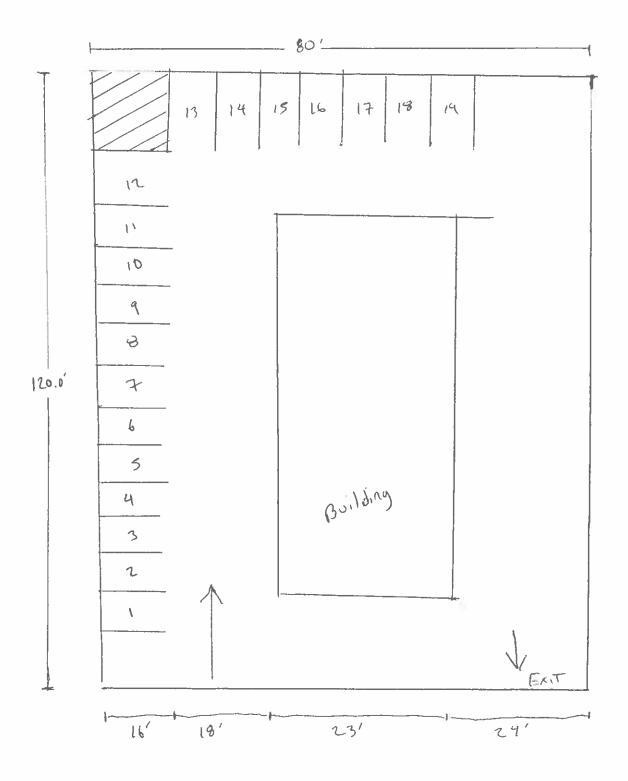
Per ILCC rules, this temporary BASSET card is valid for 30 days only. Your official 3-year BASSET card will be mailed by the Illinois Liquor Control Commission (ILCC) to the address below. Within 10 days of issuance, this certification should appear in the Illinois Liquor Control Commission's online database at www.ilcc.illinois.gov. If not, please contact us.

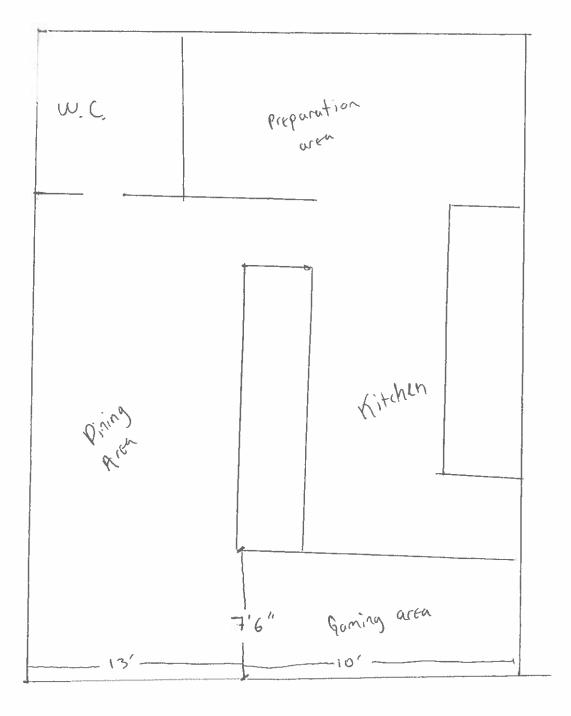
Luis G Rodriguez 1441 glacier pkwy Algonquin, IL 60102

Illinois BASS	ET Cert	tification
Luis G	Rodrig	lez
Certificate Issued o As per the ILCC, this tempor	on: 3/4/20	24
FoodServicePrep.com 1-800-712-1707	Co.com For	Food Service Prep LLC 13359 North Highway 183 Suite 406-660 Austin TX 78750

Servers

2115 W Main St St. Charles IL 60174





CHUMS SHRIMP SHACK BY THE POUND	
REGULAR, LEMON PEPPER OR SPICY 1/2 LB INCLUDES 1 SAUCE. 1 LB INCLUDES 1 SAUCES. JUMBO SHRIMP	 SHACK : COCKTA TARTAR SRIRACH TARTAR JERK RA HONEY MUSTAF PINA CO SWEET BOOM B BBQ RANCH CILANT
SHACK PLATTER	LIME

x1110141099010101410994110941099

1.1	
	SAUCE IS BOSS }
	• SHACK SAUCE
	• COCKTAIL
	• TARTAR
	• JERK RANCH
	• PINA COLADA
	• SWEET & SOUR
	·BOOM BOOM
	• BBQ
	-RANCH
	CILANTRO

arles, IL 60174 1**pshack.com** 1. EVENTS!



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"THE CHUM" SANDWICH......\$18.99 A Chum's Original! Sriracha mayo, Andouille sausage, gniled Cajun Shrimp, red & green peppers, bacon, cheese blend, on a po' boy roll

SURF & TURF LOBSTER CHEESESTEAK.. \$19.99 Maine Lobster, Sirloin, Cheese, red and green peppers, spicy mayo, cilantro





CC CH

GRILLED FISH

SERVED OVER FRIES OR CABBAGE SALAD

SHRIMP ITALIANO ½ LB \$13.99 / 1 LB \$23.99 Gulf shrimp, Italian spices, garlic butter & white wine

MEDITERRANEAN

SMALL BITES

CHUMS SKEWERS	\$6.00 / EA
Grilled Andouille sausage & Capin Shrimp on a ske	wer
HUSH PUPPIES	
CRAB RANGOON ANCHORS (6)	
GARLIC BREAD	\$1.99
CHEESY GARLIC BREAD	\$2.99
HOMEMADE SLAW (8 OZ)	\$3.49
FRIES	\$4.49
LOADED FRIES	\$8.99
Cheese, Bacon, and Onions	
ONION RINGS	\$4.49

LIL' CHUMS

SERVED WITH PRIES	
ICKEN TENDERS	\$6.99
DD NUGGETS	\$6.99
IEESE QUESADILLA	\$6.99
RIMP.	\$6.99

Monday - Sunday 11 an - 9 pm

