

**AGENDA  
CITY OF ST. CHARLES  
GOVERNMENT OPERATIONS COMMITTEE  
ALD. TODD BANCROFT, CHAIR**

**MONDAY, APRIL 16, 2018  
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET**

- 1. Call to Order**
- 2. Roll Call**
- 3. Omnibus Vote**
  - a. Budget Revisions – March, 2018
- 4. Police Department**
  - a. Recommendation to Approve a Proposal for a New Class E-4 Temporary Liquor License for a Special Event, “Unwind Wednesdays” to be held on the 1<sup>st</sup> Street Plaza.
  - b. Recommendation to approve a Proposal for a New G2 Liquor License Application for The Pride Store, LLC Located at 1825 Lincoln Highway, St. Charles. (Octane 93 Nano-brewery)
  - c. Recommendation to approve a Late-Night Permit for the RAM Restaurant Group/dba “The Grandstander” located 11 N. 3rd Street (Class B).
- 5. Finance Department**
  - a. Recommendation to Approve an Ordinance Amending Title 13, “Public Utilities, Chapter 13.08 “Electricity” of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Electric Utility and to Provide Clarification to Other Sections of Chapter 13.08.
  - b. Recommendation to Approve an Ordinance Amending Title 13, “Public Utilities, Chapter 13.16 “Water” of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Water Utility and to Provide Clarification to Section 13.16.187.
  - c. Recommendation to Approve an Ordinance Amending Title 13, “Public Utilities, Chapter 13.12 “Sewers” of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Sewer Utility and to Provide Clarification to Section 13.12.960.
- 6. Executive Session**
  - Personnel – 5 ILCS 120/2(c)(1)
  - Pending Litigation – 5 ILCS 120/2(c)(11)
  - Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
  - Property Acquisition – 5 ILCS 120/2(c)(5)
  - Collective Bargaining – 5 ILCS 120/2(c)(2)
  - Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)
- 7. Additional Items from Mayor, Council, Staff, or Citizens.**
- 8. Adjournment**

***ADA Compliance***

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at [jmcmahon@stcharlesil.gov](mailto:jmcmahon@stcharlesil.gov). Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

**CITY OF ST. CHARLES**  
**Budget Revision Listing**

Mar 2018

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Transfer	168	100	1000	2018	11	03/01/2018	210542	52807	3,500.00	For new meter purchase
Budget Transfer	168	100	1000	2018	11	03/01/2018	210542	54399	(3,500.00)	For new meter purchase
<b>168 Total</b>										
Budget Transfer	169	100	1000	2018	11	03/02/2018	100402	52100	150.00	For training refreshments
Budget Transfer	169	100	1000	2018	11	03/02/2018	100402	52314	(150.00)	For training refreshments
Budget Transfer	169	100	1000	2018	11	03/02/2018	100200	52400	100.00	Gasoline under budgeted
Budget Transfer	169	100	1000	2018	11	03/02/2018	100200	54201	(100.00)	Gasoline under budgeted
Budget Transfer	169	100	1000	2018	11	03/02/2018	100510	52100	100.00	For refreshment supplies
Budget Transfer	169	100	1000	2018	11	03/02/2018	100510	52306	(100.00)	For refreshment supplies
Budget Transfer	169	100	1000	2018	11	03/02/2018	100510	52310	900.00	For small tools & equipment
Budget Transfer	169	100	1000	2018	11	03/02/2018	100510	52313	(900.00)	For small tools & equipment
<b>169 Total</b>										
Budget Addition	170	100	1000	2018	10	03/05/2018	210540	55311	9,877.00	Revise Amort IEPA Loan L175285
Budget Addition	170	100	1000	2018	10	03/05/2018	210540	55301	4,874.00	Revise Amort IEPA Loan L175285
Budget Addition	170	100	1000	2018	10	03/05/2018	210900	31199	(14,751.00)	Revise Amort IEPA Loan L175285
<b>170 Total</b>										
Budget Transfer	171	100	1000	2018	11	03/07/2018	100120	51402	62.00	For meals-APPA Rally
Budget Transfer	171	100	1000	2018	11	03/07/2018	100120	51400	81.00	For transportation-APPA Rally
Budget Transfer	171	100	1000	2018	11	03/07/2018	100120	52101	(143.00)	For meals/transport-APPA Rally
<b>171 Total</b>										
Budget Addition	173	100	1000	2018	11	03/09/2018	210542	52807	4,200.00	For Prairie Winds meters
Budget Addition	173	100	1000	2018	11	03/09/2018	210900	31199	(4,200.00)	For Prairie Winds meters
<b>173 Total</b>										
Budget Transfer	172	100	1000	2018	11	03/09/2018	100110	52000	100.00	For office supplies
Budget Transfer	172	100	1000	2018	11	03/09/2018	100110	51402	(100.00)	For office supplies
Budget Transfer	172	100	1000	2018	11	03/09/2018	100110	52100	100.00	For refreshment supplies
Budget Transfer	172	100	1000	2018	11	03/09/2018	100110	51402	(100.00)	For refreshment supplies
Budget Transfer	172	100	1000	2018	11	03/09/2018	100110	54402	900.00	For copier maintenance
Budget Transfer	172	100	1000	2018	11	03/09/2018	100110	54201	(900.00)	For copier maintenance
Budget Transfer	172	100	1000	2018	11	03/09/2018	100123	55203	500.00	For recording fees
Budget Transfer	172	100	1000	2018	11	03/09/2018	100122	54530	(500.00)	For recording fees
Budget Transfer	172	100	1000	2018	11	03/09/2018	100300	54402	900.00	For copier maintenance
Budget Transfer	172	100	1000	2018	11	03/09/2018	100300	54201	(900.00)	For copier maintenance
Budget Transfer	172	100	1000	2018	11	03/09/2018	100510	52307	500.00	Plumbing supplies
Budget Transfer	172	100	1000	2018	11	03/09/2018	100510	52308	(500.00)	Plumbing supplies
Budget Transfer	172	100	1000	2018	11	03/09/2018	200521	52000	200.00	Office supplies
Budget Transfer	172	100	1000	2018	11	03/09/2018	200521	52001	(200.00)	Office supplies
Budget Transfer	172	100	1000	2018	11	03/09/2018	200521	52400	900.00	Gasoline
Budget Transfer	172	100	1000	2018	11	03/09/2018	200521	52500	(900.00)	Gasoline
Budget Transfer	172	100	1000	2018	11	03/09/2018	200522	55401	200.00	Inventory Overhead
Budget Transfer	172	100	1000	2018	11	03/09/2018	200522	55400	(200.00)	Inventory Overhead

**CITY OF ST. CHARLES**  
**Budget Revision Listing**

Mar 2018

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Transfer	172	100	1000	2018	11	03/09/2018	210542	55400	200.00	Inventory Carrying Charge
Budget Transfer	172	100	1000	2018	11	03/09/2018	210542	55401	(200.00)	Inventory Carrying Charge
Budget Transfer	172	100	1000	2018	11	03/09/2018	220551	52701	900.00	Lab Supplies
Budget Transfer	172	100	1000	2018	11	03/09/2018	220551	52400	(900.00)	Lab Supplies
Budget Transfer	172	100	1000	2018	11	03/09/2018	220552	52306	500.00	Traffic Control Signage
Budget Transfer	172	100	1000	2018	11	03/09/2018	220552	52314	(500.00)	Traffic Control Signage
Budget Transfer	172	100	1000	2018	11	03/09/2018	220552	52312	500.00	Paints, Supplies & Solvents
Budget Transfer	172	100	1000	2018	11	03/09/2018	220552	52314	(500.00)	Paints, Supplies & Solvents
Budget Transfer	172	100	1000	2018	11	03/09/2018	800223	51600	50.00	Inventory Uniforms
Budget Transfer	172	100	1000	2018	11	03/09/2018	800223	51300	(50.00)	Inventory Uniforms
Budget Transfer	172	100	1000	2018	11	03/09/2018	800223	54402	100.00	Copier maintenance
Budget Transfer	172	100	1000	2018	11	03/09/2018	800223	54001	(100.00)	Copier maintenance
Budget Transfer	172	100	1000	2018	11	03/09/2018	800223	54467	700.00	Repair of fuel pumps
Budget Transfer	172	100	1000	2018	11	03/09/2018	800223	54201	(700.00)	Repair of fuel pumps
Budget Transfer	172	100	1000	2018	11	03/09/2018	800223	54501	100.00	Freight
Budget Transfer	172	100	1000	2018	11	03/09/2018	800223	54201	(100.00)	Freight
<b>172 Total</b>									-	
Budget Addition	173	100	1000	2018	11	03/09/2018	801512	54110	1,500.00	Fleet related legal
Budget Addition	173	100	1000	2018	11	03/09/2018	801900	31199	(1,500.00)	Fleet related legal
<b>173 Total</b>									-	
Budget Transfer	174	100	1000	2018	11	03/09/2018	100604	54110	100.00	For legal fees
Budget Transfer	174	100	1000	2018	11	03/09/2018	100600	54110	(100.00)	For legal fees
Budget Transfer	174	100	1000	2018	11	03/09/2018	100500	52001	55.00	For wireless keyboard-Isabel
Budget Transfer	174	100	1000	2018	11	03/09/2018	100500	52002	(55.00)	For wireless keyboard-Isabel
<b>174 Total</b>									-	
Budget Transfer	175	100	1000	2018	11	03/12/2018	100200	54251	(1,000.00)	For legal review of agreement
Budget Transfer	175	100	1000	2018	11	03/12/2018	100200	54110	1,000.00	For legal review of agreement
<b>175 Total</b>									-	
Budget Transfer	176	100	1000	2018	11	03/13/2018	200521	54308	(24,000.00)	For tools and equipment
Budget Transfer	176	100	1000	2018	11	03/13/2018	200521	52310	24,000.00	For tools and equipment
<b>176 Total</b>									-	
Budget Transfer	177	100	1000	2018	11	03/15/2018	100400	51501	(100.00)	For IL Chief's Membership
Budget Transfer	177	100	1000	2018	11	03/15/2018	100400	51304	100.00	For IL Chief's Membership
<b>177 Total</b>									-	
Budget Transfer	178	100	1000	2018	11	03/15/2018	100300	52319	(750.00)	To cover refreshments-meetings
Budget Transfer	178	100	1000	2018	11	03/15/2018	100300	52100	750.00	To cover refreshments-meetings
<b>178 Total</b>									-	
Budget Transfer	179	100	1000	2018	11	03/16/2018	800223	51600	(46.00)	To cover safety boots
Budget Transfer	179	100	1000	2018	11	03/16/2018	800223	51601	46.00	To cover safety boots
<b>179 Total</b>									-	
Budget Addition	180	100	1000	2018	11	03/20/2018	803500	54110	1,217.00	Legal bill-Strykowski claim
Budget Addition	180	100	1000	2018	11	03/20/2018	803900	31199	(1,217.00)	Legal bill-Strykowski claim

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Mar 2018

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Addition	180	100	1000	2018	11	03/20/2018	100110	54110	1,600.00	City Admin Legal
Budget Addition	180	100	1000	2018	11	03/20/2018	100900	31199	(1,600.00)	City Admin Legal
Budget Addition	180	100	1000	2018	11	03/20/2018	100210	54110	150.00	For HR General Legal
Budget Addition	180	100	1000	2018	11	03/20/2018	100900	31199	(150.00)	For HR General Legal
Budget Addition	180	100	1000	2018	11	03/20/2018	100210	54120	6,500.00	HR Negotiations Legal
Budget Addition	180	100	1000	2018	11	03/20/2018	100900	31199	(6,500.00)	HR Negotiations Legal
Budget Addition	180	100	1000	2018	11	03/20/2018	100300	54110	5,000.00	Police Legal Bills
Budget Addition	180	100	1000	2018	11	03/20/2018	100900	31199	(5,000.00)	Police Legal Bills
Budget Addition	180	100	1000	2018	11	03/20/2018	803300	55152	46,300.00	WC Settlement Payment-Police
Budget Addition	180	100	1000	2018	11	03/20/2018	803900	31199	(46,300.00)	WC Settlement Payment-Police
Budget Addition	180	100	1000	2018	11	03/20/2018	803400	55152	73,157.00	WC Settlement Payment-Fire
Budget Addition	180	100	1000	2018	11	03/20/2018	803900	31199	(73,157.00)	WC Settlement Payment-Fire
<b>180 Total</b>										
Budget Transfer	181	100	1000	2018	11	03/20/2018	100110	52100	156.00	Refreshment Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	100110	54201	(156.00)	Refreshment Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	100120	51400	25.00	Travel expense-APPA Rally
Budget Transfer	181	100	1000	2018	11	03/20/2018	100120	52101	(25.00)	Travel expense-APPA Rally
Budget Transfer	181	100	1000	2018	11	03/20/2018	100220	52300	50.00	Janitorial/kitchen supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	100220	52100	(50.00)	Janitorial/kitchen supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	100500	54000	300.00	Telephone Service-PW Admin
Budget Transfer	181	100	1000	2018	11	03/20/2018	100500	54001	(300.00)	Telephone Service-PW Admin
Budget Transfer	181	100	1000	2018	11	03/20/2018	100510	52312	300.00	Paints, supplies and solvents
Budget Transfer	181	100	1000	2018	11	03/20/2018	100510	52313	(300.00)	Paints, supplies and solvents
Budget Transfer	181	100	1000	2018	11	03/20/2018	100600	54000	100.00	Telephone service
Budget Transfer	181	100	1000	2018	11	03/20/2018	100600	54530	(100.00)	Telephone service
Budget Transfer	181	100	1000	2018	11	03/20/2018	200522	52000	50.00	Office Supplies-El Meter
Budget Transfer	181	100	1000	2018	11	03/20/2018	200522	52001	(50.00)	Office Supplies-El Meter
Budget Transfer	181	100	1000	2018	11	03/20/2018	200522	52100	25.00	Refreshment Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	200522	52311	(25.00)	Refreshment Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	210540	52100	113.00	Refreshment Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	210540	54110	(113.00)	Refreshment Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	210540	52000	100.00	Office Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	210540	52100	(100.00)	Office Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	220550	52100	113.00	Refreshment Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	220550	54110	(113.00)	Refreshment Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	220551	52100	100.00	Refreshment Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	220551	52304	(100.00)	Refreshment Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	220551	52000	50.00	Office Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	220551	52304	(50.00)	Office Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	220551	54464	900.00	Lift Station Maintenance
Budget Transfer	181	100	1000	2018	11	03/20/2018	220551	54371	(900.00)	Lift Station Maintenance
Budget Transfer	181	100	1000	2018	11	03/20/2018	220552	52000	100.00	Office Supplies

**CITY OF ST. CHARLES**  
**Budget Revision Listing**

Mar 2018

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Transfer	181	100	1000	2018	11	03/20/2018	220552	52100	(100.00)	Office Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	220552	52500	100.00	Electrical Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	220552	52805	(100.00)	Electrical Supplies
Budget Transfer	181	100	1000	2018	11	03/20/2018	800223	54467	215.00	Fuel station repair & maint
Budget Transfer	181	100	1000	2018	11	03/20/2018	800223	54480	(215.00)	Fuel station repair & maint
Budget Transfer	181	100	1000	2018	11	03/20/2018	800223	54501	300.00	Freight
Budget Transfer	181	100	1000	2018	11	03/20/2018	800223	54201	(300.00)	Freight
Budget Transfer	181	100	1000	2018	11	03/20/2018	800223	54513	50.00	Equipment Rental
Budget Transfer	181	100	1000	2018	11	03/20/2018	800223	54201	(50.00)	Equipment Rental
Budget Transfer	181	100	1000	2018	11	03/20/2018	100200	51601	119.00	Safety Boots-GIS Intern
Budget Transfer	181	100	1000	2018	11	03/20/2018	100200	51300	(119.00)	Safety Boots-GIS Intern
<b>181 Total</b>									-	
Budget Addition	182	100	1000	2018	11	03/21/2018	100604	54160	1,400.00	Eng Svcs-Park District-Reimbur
Budget Addition	182	100	1000	2018	11	03/21/2018	100999	45102	(1,400.00)	Eng Svcs-Park District-Reimbur
<b>182 Total</b>									-	
Budget Addition	183	100	1000	2018	11	03/22/2018	100300	54110	10,000.00	For Police Dept Legal bills
Budget Addition	183	100	1000	2018	11	03/22/2018	100900	31199	(10,000.00)	For Police Dept Legal bills
<b>183 Total</b>									-	
Budget Transfer	184	100	1000	2018	11	03/23/2018	100603	51300	390.00	For B&CE Training sessions
Budget Transfer	184	100	1000	2018	11	03/23/2018	100603	51402	(390.00)	For B&CE Training sessions
Budget Transfer	184	100	1000	2018	11	03/23/2018	100603	51300	150.00	For B&CE Training sessions
Budget Transfer	184	100	1000	2018	11	03/23/2018	100603	51401	(150.00)	For B&CE Training sessions
Budget Transfer	184	100	1000	2018	11	03/23/2018	100200	54000	900.00	For IS telephone service
Budget Transfer	184	100	1000	2018	11	03/23/2018	100200	54201	(900.00)	For IS telephone service
Budget Transfer	184	100	1000	2018	11	03/23/2018	100220	54133	900.00	For banking service charges
Budget Transfer	184	100	1000	2018	11	03/23/2018	100220	54130	(900.00)	For banking service charges
Budget Transfer	184	100	1000	2018	11	03/23/2018	100510	52310	900.00	Small tools & equipment
Budget Transfer	184	100	1000	2018	11	03/23/2018	100510	52314	(900.00)	Small tools & equipment
Budget Transfer	184	100	1000	2018	11	03/23/2018	210540	52100	100.00	For water service
Budget Transfer	184	100	1000	2018	11	03/23/2018	210540	54110	(100.00)	For water service
Budget Transfer	184	100	1000	2018	11	03/23/2018	210541	52000	100.00	For office supplies
Budget Transfer	184	100	1000	2018	11	03/23/2018	210541	52001	(100.00)	For office supplies
Budget Transfer	184	100	1000	2018	11	03/23/2018	220551	52100	100.00	For water service
Budget Transfer	184	100	1000	2018	11	03/23/2018	220551	52304	(100.00)	For water service
Budget Transfer	184	100	1000	2018	11	03/23/2018	220552	52305	900.00	For safety related supplies
Budget Transfer	184	100	1000	2018	11	03/23/2018	220552	52314	(900.00)	For safety related supplies
Budget Transfer	184	100	1000	2018	11	03/23/2018	800223	51600	50.00	For uniforms
Budget Transfer	184	100	1000	2018	11	03/23/2018	800223	50101	(50.00)	For uniforms
<b>184 Total</b>									-	
Budget Transfer	185	100	1000	2018	11	03/27/2018	100510	52801	7,000.00	For storm sewer push camera
Budget Transfer	185	100	1000	2018	11	03/27/2018	100510	54457	(7,000.00)	For storm sewer push camera
Budget Transfer	185	100	1000	2018	11	03/27/2018	210541	56004	1,615.00	For Water Ops Computer

**CITY OF ST. CHARLES**  
**Budget Revision Listing**

Mar 2018

JE TYPE	JE #	BUDGET #	COMPANY	FISCAL YEAR	PERIOD	DATE	ACCT-UNIT	ACCOUNT	AMOUNT	DESCRIPTION
Budget Transfer	185	100	1000	2018	11	03/27/2018	210541	52310	(1,615.00)	For Water Ops Computer
Budget Transfer	185	100	1000	2018	11	03/27/2018	100110	52000	50.00	City Admin Office Supplies
Budget Transfer	185	100	1000	2018	11	03/27/2018	100110	51400	(50.00)	City Admin Office Supplies
Budget Transfer	185	100	1000	2018	11	03/27/2018	100110	52100	50.00	City Admin Refreshment-Water
Budget Transfer	185	100	1000	2018	11	03/27/2018	100110	51400	(50.00)	City Admin Refreshment-Water
Budget Transfer	185	100	1000	2018	11	03/27/2018	100300	52300	300.00	Janitorial/Kitchen Supplies
Budget Transfer	185	100	1000	2018	11	03/27/2018	100300	54201	(300.00)	Janitorial/Kitchen Supplies
Budget Transfer	185	100	1000	2018	11	03/27/2018	100510	52401	200.00	Vehicle Fluids
Budget Transfer	185	100	1000	2018	11	03/27/2018	100510	52501	(200.00)	Vehicle Fluids
Budget Transfer	185	100	1000	2018	11	03/27/2018	800223	51601	40.00	Uniforms for Inventory
Budget Transfer	185	100	1000	2018	11	03/27/2018	800223	52100	(40.00)	Uniforms for Inventory
Budget Transfer	185	100	1000	2018	11	03/27/2018	800223	54501	400.00	Freight for Inventory
Budget Transfer	185	100	1000	2018	11	03/27/2018	800223	54399	(400.00)	Freight for Inventory
Budget Transfer	185	100	1000	2018	11	03/27/2018	100400	51300	900.00	Seminar registration
Budget Transfer	185	100	1000	2018	11	03/27/2018	100400	51501	(900.00)	Seminar registration
<b>185 Total</b>									-	
Budget Addition	186	100	1000	2018	11	03/27/2018	100222	54134	10,000.00	UB credit card service charge
Budget Addition	186	100	1000	2018	11	03/27/2018	100900	31199	(10,000.00)	UB credit card service charge
Budget Addition	186	100	1000	2018	11	03/27/2018	210541	54189	15,000.00	Prairie Ctr watermain assesmnt
Budget Addition	186	100	1000	2018	11	03/27/2018	210900	31199	(15,000.00)	Prairie Ctr watermain assesmnt
Budget Addition	186	100	1000	2018	11	03/27/2018	801512	55152	70,000.00	WC Settlement Payment
Budget Addition	186	100	1000	2018	11	03/27/2018	801900	31199	(70,000.00)	WC Settlement Payment
<b>186 Total</b>									-	
Budget Transfer	187	100	1000	2018	11	03/29/2018	100510	52306	4,000.00	Purchase of road cones
Budget Transfer	187	100	1000	2018	11	03/29/2018	100510	52805	(4,000.00)	Purchase of road cones
Budget Transfer	187	100	1000	2018	11	03/29/2018	100110	52300	20.00	Kitchen/janitorial supplies
Budget Transfer	187	100	1000	2018	11	03/29/2018	100110	52101	(20.00)	Kitchen/janitorial supplies
Budget Transfer	187	100	1000	2018	11	03/29/2018	100220	51400	40.00	Transportation Expense
Budget Transfer	187	100	1000	2018	11	03/29/2018	100220	51402	(40.00)	Transportation Expense
Budget Transfer	187	100	1000	2018	11	03/29/2018	200522	52300	50.00	Kitchen/Janitorial Supplies
Budget Transfer	187	100	1000	2018	11	03/29/2018	200522	52310	(50.00)	Kitchen/Janitorial Supplies
Budget Transfer	187	100	1000	2018	11	03/29/2018	800223	51600	150.00	For uniforms
Budget Transfer	187	100	1000	2018	11	03/29/2018	800223	51300	(150.00)	For uniforms
Budget Transfer	187	100	1000	2018	11	03/29/2018	800223	52400	100.00	For gasoline
Budget Transfer	187	100	1000	2018	11	03/29/2018	800223	52401	(100.00)	For gasoline
Budget Transfer	187	100	1000	2018	11	03/29/2018	800223	52400	100.00	For gasoline
Budget Transfer	187	100	1000	2018	11	03/29/2018	800223	52402	(100.00)	For gasoline
<b>187 Total</b>									-	
Budget Transfer	188	100	1000	2018	11	03/30/2018	507663	56150	13,799.00	Trsf from CE to DE 1st St)
Budget Transfer	188	100	1000	2018	11	03/30/2018	507663	56160	(13,799.00)	Trsf from CE to DE 1st St)
Budget Transfer	188	100	1000	2018	11	03/30/2018	507900	31199	3,000.00	Transfer for Legal
Budget Transfer	188	100	1000	2018	11	03/30/2018	507663	56160	(3,000.00)	Transfer for Legal



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4a

Title:

Recommendation to Approve a Proposal for a New Class E-4 Temporary Liquor License for a Special Event, “Unwind Wednesdays” to be held on the 1<sup>st</sup> Street Plaza

Presenter:

Jim Keegan, Police Chief

Meeting: Government Operations Committee

Date: April 16, 2018

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

This is an application request for a Class E-4 Temporary License, authorizing for consumption of beer, wine or alcoholic liquors on City property, specifically, 1<sup>st</sup> Street Plaza. This temporary license request is for a series of fourteen (14) events to be held on Wednesdays starting June 6 through September 5, 2018. The event, known as “Unwind Wednesdays”, would be held on Wednesday evenings for these listed dates from 5:00 p.m. – Dusk. The businesses involved are Puebla Modern Mexican, Pizzeria Neo, McNally’s Traditional Irish Pub. The dates are June 6, 13, 20, 27; July 4, 11, 18, 25; August 1, 8, 15, 22, 29; and September 5.

This is the second year for this request. No problems were reported last year during any of the events.

This event will coincide with St. Charles Live events scheduled for Wednesday evenings in and around the 1<sup>st</sup> Street Plaza beginning Memorial Day through September 16, 2018.

Also the Class E-4 Temporary License will be submitted after the liquor license renewal process and start of the new fiscal year May 1, 2018.

Pursuant to this item being presented at the Government Operations Committee meeting on Monday, April 16, 2018 to seek approval; it will be brought before the Liquor Control Commission at a meeting scheduled at 4:30 p.m., the same day, to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on May 7, 2018 for final approval.

**Attachments** *(please list):***Recommendation/Suggested Action** *(briefly explain):*

Recommendation to approve at proposal for a new Class E-4 temporary liquor license for a special event, “Unwind Wednesdays” to be held on the 1<sup>st</sup> Street Plaza.



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4b

Title: Recommendation to approve a Proposal for a New G2 Liquor License Application for The Pride Store, LLC Located at 1825 Lincoln Highway, St. Charles.

Presenter: Jim Keegan, Police Chief

Meeting: Government Operations Committee

Date: April 16, 2018

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

**Executive Summary** (if not budgeted please explain):

**The Pride Liquor Store and The Urban Counter restaurant occupy and operate side-by-side businesses at 1825 Lincoln Highway (all adjacent to the Pride Gas Station). Each of these businesses are owned and operated by Parent Petroleum under the “The Pride Store LLC”.**

1825 Lincoln Highway was constructed two years ago after the demolition of the Jaws carwash. It was intended to operate under one roof with three businesses; the last of which (unit “c” or the western portion) as an Italian deli. The Pride Stores, Inc. never materialized the deli concept and is now coming forward with a site plan concept presented last month at both the Liquor Control Commission and the Government Operations Committee where it received a favorable recommendation to advance for formal approvals.

The site would incorporate a Nano-brewery named “Octane 93” into current operations with both the Urban Counter (current B license) and the Pride Liquor Store (current A license) into one larger site license (G-2). Each of the three concepts would use one point of sale purchasing system (available within all three locations), would share cross-access between the locations and their hours of operation would mirror one another (7am-10pm). In addition, each of the three spaces shares common bathroom facilities that allow cross pollination of merchandise and food.

This concept mandates the consideration of the aforementioned “site license” being put into place (attached for LCC/GOC consideration). Although this concept is new to St. Charles, we do have other site licenses such as Pheasant Run, The Q Center and Hotel Baker where separate concepts and alcohol points of service/sales are housed under one roof/one owner.

From a zoning and life safety perspective, both the Fire Department and Community & Economic Development have commenced a Chapter 34 review of this location and prior to any alcohol sales/distribution taking place with the tentative approval of a new site license, a Certificate of Occupancy needs to be granted before the additional space would be incorporated into alcohol sales and distribution.

It would be my recommendation to grant a site license contingent upon a Certificate of Occupancy being granted.

Pursuant to this item being presented at the Government Operations Committee meeting on Monday, April 16, 2018 to seek approval; it will be brought before the Liquor Control Commission at a meeting scheduled at 4:30 p.m., the same day, to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on May 7, 2018 for final approval.

**Attachments** (please list):

Summary, Memo, Floor Plan, Liquor License

**Recommendation/Suggested Action** (briefly explain):

Recommendation to approve a Proposal for a New G2 Liquor License Application for The Pride Store, LLC Located at 1825 Lincoln Highway, St. Charles.

**City of St. Charles, Illinois Liquor Control Commissioner  
CITY RETAIL LIQUOR DEALER LICENSE APPLICATION  
APPLICATION FEE IS NON-REFUNDABLE**



Incomplete applications will not be accepted.  
**Completed applications may be submitted to:**  
Two East Main Street, St. Charles, IL 60174-1984

Date Application Received: \_\_\_\_\_  **New Application**     **Renewal Application**

**APPLICATION CHECKLIST**

Check items to confirm all are attached to this application

	Applicant	Office Use Only
Application Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completed Application for all questions applicable to your business.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Lease/Proof of Ownership	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Dram Shop Insurance or a letter from insurance agent with a proposed quote.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Articles of Corporation, if applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 <b>only</b> needed for <b>each manager</b> . 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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Site Plan for Establishment (Drawn to scale including the parking lot, patio and/or deck, outdoor seating).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 <b>fixed objects</b> , such as pool tables, bar stools, vending/amusement machines; as well as all <b>exits</b> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Business Plan, to include: <ul style="list-style-type: none"> <li><input type="checkbox"/> Hours of Operation</li> <li><input type="checkbox"/> Copy of Menu</li> <li><input type="checkbox"/> Whether or not live music will be played at this establishment</li> <li><input type="checkbox"/> Will there be outdoor seating and/or outdoor designated smoking area</li> <li><input type="checkbox"/> <b>Do not include a marketing or financial plan with this business plan</b></li> </ul>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are any building alterations planned for this site? If not sure, please contact <b>Building &amp; Code Enforcement at 630.377.4406</b> and/or <b>Fire Prevention Bureau at 630.377.4458</b> to discuss whether or not a walk-thru and/or permit are necessary for this business.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**OFFICIAL USE ONLY**

Approved\*     Denied    Date Approved/Denied: \_\_\_\_\_ Customer Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Mayor, Liquor Control Commissioner

\_\_\_\_\_  
Date Issued

**\*ISSUANCE OF THIS LICENSE IS CONTINGENT ON MEETING ALL REQUIRED BUILDING AND FIRE DEPARTMENT REQUIREMENTS.**

**APPLICANT INFORMATION**A. Type of Business:  Individual  Partnership  Corporation  Other (explain):

B. Business Name:

The PRIDE Stores dba 93 Octane Brewery dba Urban Counter dba The PRIDE Beer &amp; Wine plus Spirits

C. Business Address:

1825 Lincoln highway, St Charles IL 60174

D. IL Tax ID Number:

0331-8214

E. Business Phone:

630-791-8282

F. Business E-mail:

[REDACTED]

G. Business Website:

thePRIDEstores.com

H. Contact Person:

Christopher Peckat

I. Title:

Buyer/Marketing Manager

J. Phone No.:

[REDACTED]

K. If Corporation, Corporation Name:

The PRIDE Stores, INC

L. Corporation Address (city, state, zip code):

30W180 Butterfield Rd, Warrenville, IL 60555

**BUSINESS ESTABLISHMENT LOCATION INFORMATION**A. Type of Establishment:  Package  Restaurant  Tavern  Hotel/Banquet/Arcada/Q-Center  Other

B. Address applying for liquor license (exact street address):

1825 Lincoln highway, St Charles IL 60174

C. Number of Parking Spaces:

36

D. Outside Dining s.f. [17.20.020-R]:

485

E. Holding Bar s.f. [5.08.010-F]:

F. Total Building s.f.:

5000

G. Total Number of Seats:

58

H. Number of Bar Seats:

I. Sale Counter s.f.:

43.5

J. Live Entertainment Area s.f. [5.08.010-H]:

K. Kitchen s.f.:

455

L. Cooler s.f.:

640

M. Dry Storage s.f.:

149

N. Seating Area s.f.:

939

O. Retail/public Area s.f.:

2614

P. Service Bar s.f. [5.08.010-O]:

Q. Brief Business Plan description based on type of establishment listed above:

The PRIDE Stores is seeking a site license to add a brewery to the west, 3rd unit. Within this site, the 2 existing businesses 'The PRIDE Beer & Wine plus Spirits' and 'Urban Counter' will have cross access and share a license with the new '93 Octane Brewery'

**MANAGER INFORMATION**

Full Name, include middle initial: Patrick Perez

Title: Manager

Birthdate: [REDACTED]

Birthplace: [REDACTED]

Driver's License#: [REDACTED]

Home Phone: [REDACTED]

Home Address: [REDACTED]

Full Name, include middle initial: Michael McGlynn

Title: Manager

Birthdate: [REDACTED]

Birthplace: [REDACTED]

Driver's License#: [REDACTED]

Home Phone: [REDACTED]

Home Address: [REDACTED]

Full Name, include middle initial:

Title:

Birthdate:

Birthplace:

Driver's License#:

Home Phone:

Home Address:

**PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY**

**Mandatory: attach to this application a floorplan or layout of the proposed facility to include the following:**

**CLASS B LICENSES**

1.	Every application for a Class B license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following ( <i>check off once complete</i> ):  a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;  b. The designated use of each room or segregated area (i.e. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided);  c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.**
2.	The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any license by noting the same on the approved site 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 Class B licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing.

**CLASS C LICENSES**

1.	Every application for a Class C license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale, showing the following ( <i>check off once complete</i> ):  a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;  b. The designated use of each room or segregated area (e.g. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas, where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided);  c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided.**
2.	The site drawing is subject to the approval of the Local Liquor Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any licensee by noting the same on the approved site 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 Class C 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.**

**CORPORATION / PREMISES QUESTIONS**

1.	<p>If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is any individual a naturalized citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, print name(s), date(s), and place(s) of naturalization:</b></p>
2.	<p>List the type of business of the applicant (5.08.070-3): Brewery / Liquor Store / Restaurant</p>
3.	<p>Number of years of experience for the above listed type of business (5.08.070-4): Minimal in relation to the combined license</p>
4.	<p>Amount of merchandise that normally will be in inventory when in operation (5.08.070-5): \$ 500,000</p>
5.	<p>Location/address and description of business to be operated under this applied for license (5.08.070-6):</p> <p>Applying for a new G2 License for the entire building which will replace 2 of the current licenses. 1825 Lincoln highway, St Charles, IL 60174</p>
6.	<p>Is the premises owned or leased (5.08.070-6A)? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased</p>
7.	<p>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 (5.08.070-6B):</p> <p><b>Name of Building Owner:</b> CIMA Developers LP</p> <p>Address of Building Owner: 30W180 Butterfield Rd, Warrenville, IL 60555</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: [REDACTED] E-mail Address: [REDACTED]</p> <p><b>Name of Building Owner:</b></p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: E-mail Address:</p> <p><b>Name of Building Owner:</b></p> <p>Address of Building Owner:</p> <p>Mailing Address of Building Owner (if different):</p> <p>Phone Number: E-mail Address:</p>
8.	<p>Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, please list the business name(s) and address(es):</b></p> <p>Urban Counter and The PRIDE Beer &amp; Wine plus Spirits, both located in this building, 1825 Lincoln Highway, St Charles, IL 60174</p>

9.	<p>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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>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.</b></p>
10.	<p>Are any improvements planned for the building and/or site that will require a building permit? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, has a building permit been applied for?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>If yes, date building permit was applied for with Building &amp; Code Enforcement:</b></p>
11.	<p>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)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>If yes, what was the disposition of the application? Explain as necessary:</b></p>
12.	<p>Has applicant (and all persons listed on page 1 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)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 1 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
13.	<p><b>List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary.</b></p> <p><b>Government Unit:</b> See Attached</p> <p>Date: _____ Location, City/State: _____</p> <p>Special Explanations: _____</p> <p><b>Government Unit:</b></p> <p>Date: _____ Location, City/State: _____</p> <p>Special Explanations: _____</p>
14.	<p>Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>If yes, list all reasons on a separate, signed letter accompanying this application.</b></p> <p>Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.</b></p>



20. **Mandatory:** Is the premises within 100 feet of any real property of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands, or children; and/or any military or naval station **(5.08.230)**?

Yes  No

**COMMENTS/ADDITIONAL INFORMATION**

**B.A.S.S.E.T. TRAINING**

Please list employees required to have B.A.S.S.E.T training on this page – include all managers, assistant managers, bartenders, and clerks who are permitted to make alcoholic liquor sales. **Include copies of certificates for managers only and mark Manager if applicable. Add another page, if needed.**

Name: Patrick Perez Manager  
(First) (Last) (Middle) Manager

Home Street Address: [REDACTED]

City, State, Zip: Chicago, IL 60608

Date of Course: 2/27/2013 Place Course was Taken: Online

Birthdate: [REDACTED] Certificate Granted: 2/11/2017 Expiration: 2/11/2020

Name: Michael McGlynn Manager  
(First) (Last) (Middle) Manager

Home Street Address: [REDACTED]

City, State, Zip: Naperville, IL 60563

Date of Course: 6/23/2017 Place Course was Taken: Online

Birthdate: [REDACTED] Certificate Granted: 6/23/2017 Expiration: 6/23/2020

Name: Heather Splitt Assistant Manager  
(First) (Last) (Middle) Manager

Home Street Address: [REDACTED]

City, State, Zip: Poplar Grove, IL 61065

Date of Course: 7/10/17 Place Course was Taken: Online

Birthdate: [REDACTED] Certificate Granted: 7/10/2017 Expiration: 7/10/2020

Name: Christopher Peckat Marcus Manager  
(First) (Last) (Middle) Manager

Home Street Address: [REDACTED]

City, State, Zip: Glenview, IL 60026

Date of Course: 3/2/18 Place Course was Taken: Online

Birthdate: [REDACTED] Certificate Granted: 3/2/18 Expiration: 4/1/2018

**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.**

**APPLICATION FOR LATE NIGHT PERMIT**

**SUPPLEMENTAL TO LIQUOR LICENSE FOR CLASS B/C**

To: St. Charles Liquor Control Commission

Date:

I now possess or have applied for a liquor license Class

Applicant's Name:

Name of Business:

Business Address:

Business Phone:

**SUPPLEMENTAL PERMIT APPLIED FOR**

**Payment of Late Night Permit fee is required at the time the permit is issued.**

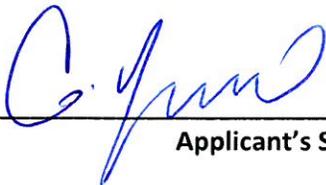
1:00 a.m. Late Night Permit – fee of \$800.00

2:00 a.m. Late Night Permit – fee of \$2,300.00

**NOTE:** Other permits that may be available upon request include:

- Class E – Special Event License (1 to 3-day event @ \$100.00 per day)
- Outdoor Dining Permit (Contact Community & Economic Development @ 630.377.4443)

**SIGNATURES**



Applicant's Signature

Liquor Commissioner hereby directs City Clerk to issue permit indicated above.

\_\_\_\_\_  
Liquor Commissioner's Signature

\_\_\_\_\_  
Date

**ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION****To be completed by the City of St. Charles Police Department**

Date:	Name of Applicant:
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Name of Business:
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Address of Business:	Ward Number:
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**To Liquor Control Commissioner, City of St. Charles, Illinois**

Pursuant to the provision of the City of St. Charles Municipal Code, Chapter 5.08, Alcoholic Beverages, the following guide shall be in effect for the investigation of an applicant for a Retail Dealer's Liquor License:

1.	Date on which applicant will begin selling retail alcoholic liquors at this location:
2.	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? <input type="checkbox"/> Yes <input type="checkbox"/> No
3.	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? <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>If yes, answer a, b and c:</b> 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?  <input type="checkbox"/> Yes <input type="checkbox"/> No
4.	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? <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>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?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes?  <input type="checkbox"/> Yes <input type="checkbox"/> 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.)  <input type="checkbox"/> Yes <input type="checkbox"/> No
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: <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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.? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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: <input type="checkbox"/> Yes <input type="checkbox"/> No
12.	From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions:
13.	Have all persons named in this application been fingerprinted? <input type="checkbox"/> Yes <input type="checkbox"/> No Fingerprinted by: _____ Date: _____
14.	Other necessary data:

**SIGNATURES**

**ENDORSEMENTS AND APPROVALS**

**INVESTIGATING OFFICER**

_____ Investigating Officer Signature	_____ Badge Number & Rank
--	------------------------------

**ENDORSEMENT OF THE CHIEF OF POLICE**

Recommend Issuing Liquor License: <input type="checkbox"/> Yes <input type="checkbox"/> No	
_____ Signature Of Chief of Police	_____ Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 lieu of such endorsement(s).

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>FAX (A/C, No):</b> 507-446-4664 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM	
<b>INSURED</b> THE PRIDE STORES INC 30W180 BUTTERFIELD RD WARRENVILLE, IL 60555		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> FEDERATED MUTUAL INSURANCE COMPANY      NAIC # 13935 <b>INSURER B:</b> FEDERATED SERVICE INSURANCE COMPANY      28304 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>037-270-6</b>

**COVERAGES**      **CERTIFICATE NUMBER: 150**      **REVISION NUMBER: 7**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			9309062	12/16/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			9309062	12/16/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION			9309064	12/16/2017	04/01/2018	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		9310042	12/16/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	LIQUOR LIABILITY			9927296	12/16/2017	04/01/2018	EACH COMMON CAUSE \$2,000,000 AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: 1825 LINCOLN HWY ST CHARLES, IL 60174 - PRIDE BEER & WINE PLUS SPIRITS**

**CITY OF ST CHARLES IS NAMED AS ADDITIONAL INSURED FOR GENERAL LIABILITY.**

**CERTIFICATE HOLDER**

037-270-6  
 CITY OF ST CHARLES  
 2 E MAIN ST  
 ST CHARLES, IL 60174-1926

150 7

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



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# BASSET Card



August 2, 2017



Letter ID: L0521166160

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
MICHAEL MCGLYNN  
30W161 COUNTRY LAKES DR.  
NAPERVILLE IL 60563

License No.: 5A-0110606  
Expiration Date: 6/23/2020  
License Type: Basset Card

Your "Student ID number" is: 11192396

Your "Trainer's ID number" is: 5A-0110606

Your BASSET Card is located BELOW

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

**IMPORTANT:**

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

ILLINOIS LIQUOR CONTROL COMMISSION  
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601  
BEVERAGE ALCOHOL SELLERS AND SERVERS  
EDUCATION AND TRAINING [BASSET] CARD  
Date of Certification: 6/23/2017 Expires: 6/23/2020  
Trainer's IL Liquor License Number: 5A-0110606  
MICHAEL MCGLYNN  
30W161 COUNTRY LAKES DR.  
NAPERVILLE IL 60563

**\*\*Card is not transferrable\*\***

# BASSET Card



May 3, 2016



Letter ID: L1075753872

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
MICHAEL MCGLYNN  
30W161 COUBTRY LAKES DR.  
NAPERVILLE IL 60563

License No.: 5A-0110606  
Expiration Date: 4/26/2019  
License Type: Basset Card

**Your "Student ID number" is: 9758050**

**Your "Trainer's ID number" is: 5A-0110606**

**Your BASSET Card is located BELOW**

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

**IMPORTANT:**

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

**ILLINOIS LIQUOR CONTROL COMMISSION**  
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601  
**BEVERAGE ALCOHOL SELLERS AND SERVERS**  
**EDUCATION AND TRAINING [BASSET] CARD**  
**Date of Certification: 4/26/2016 Expires: 4/26/2019**  
Trainer's IL Liquor License Number: 5A-0110606  
**MICHAEL MCGLYNN**  
30W161 COUBTRY LAKES DR.  
NAPERVILLE IL 60563  
**\*\*Card is not transferrable - OFF-PREMISE ONLY\*\***

# BASSET Card



August 2, 2017



Letter ID: L2018008400

HEATHER SPLITT  
102 W PARK ST  
POPLAR GROVE IL 61065

License No.: 5A-0110606  
Expiration Date: 7/10/2020  
License Type: Basset Card

Your "Student ID number" is: 11247672

Your "Trainer's ID number" is: 5A-0110606

Your BASSET Card is located BELOW

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

### IMPORTANT:

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

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

Date of Certification: 7/10/2017 Expires: 7/10/2020  
Trainer's IL Liquor License Number: 5A-0110606

HEATHER SPLITT  
102 W PARK ST  
POPLAR GROVE IL 61065

**\*\*Card is not transferrable\*\***

**ILLINOIS LIQUOR CONTROL COMMISSION**  
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601  
**BEVERAGE ALCOHOL SELLERS AND SERVERS**  
**EDUCATION AND TRAINING [BASSET] CARD**  
Date of Certification: 4/15/2016 Expires: 4/15/2019  
Trainer's IL Liquor License Number: 5A-0110606  
**HEATHER SPLITT**  
102 W. PARK ST.  
POPLAR GROVE IL 61065  
**\*\*Card is not transferrable - OFF-PREMISE ONLY\*\***



# Certificate of Completion

**American  
Safety Council**

CHRISTOPHER PECKAT

Has diligently and with merit completed the  
On-Premise BASSET Alcohol Certification on 3/2/2018

from the American Safety Council.



Jeff Pairan



**Illinois BASSET Training**

This card certifies that:

**CHRISTOPHER PECKAT**

has completed the  
On-Premise BASSET Alcohol Certification



John P. Baird

4/1/2018

Exp. Date:

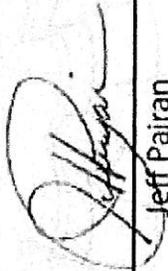
# Certificate of Completion

**American  
Safety Council**

CHRISTOPHER PECKAT

Has diligently and with merit completed the  
Off-Premise BASSET Alcohol Certification on 3/5/2018

from the American Safety Council.



Jeff Pairan



**Illinois BASSET Training**

This card certifies that:

**CHRISTOPHER PECKAT**

has completed the  
Off-Premise BASSET Alcohol Certification



Jeff Poiran

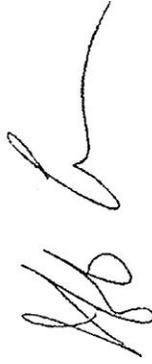
4/4/2018

Exp. Date:

# Illinois BASSET Off-Premise SELLER / SERVER CERTIFICATION

**Trainee Name:** Patrick Perez  
**Date of Completion:** 02/27/2013 12:21 CST

**School Name:** Learn2Serve  
**Certification #:** IL 1920135



I, \_\_\_\_\_  
Certify that the above named person  
successfully completed an approved  
Learn2Serve Seller/Server course.

This course provides necessary  
knowledge and techniques for the  
responsible serving of alcohol.

This is your temporary certificate of completion. You will receive you official card in the mail. Please forward all questions to [support@360training.com](mailto:support@360training.com).



**Corporate Headquarters**  
13801 Burnet Rd., Suite 100  
Austin, Texas 78727  
P: 800-442-1149



**GLEASON ARCHITECTS, P.C.**  
 789 Highland Drive, Unit A  
 Springfield, Illinois 62764  
 Tel: 618-251-8000  
 Fax: 618-251-8760  
 E-mail: info@gleasonarchitects.com

ISSUED FOR APPROVAL DATE 01-31-15  
 FOR PERMIT  
 FOR BID  
 FOR CONST.

REVISIONS DATE REVISIONS  
 1.0 01/31/15 Initial Design

2.0 02/10/15 Final Design

3.0 02/10/15 Final Design

4.0 02/10/15 Final Design

5.0 02/10/15 Final Design

6.0 02/10/15 Final Design

7.0 02/10/15 Final Design

8.0 02/10/15 Final Design

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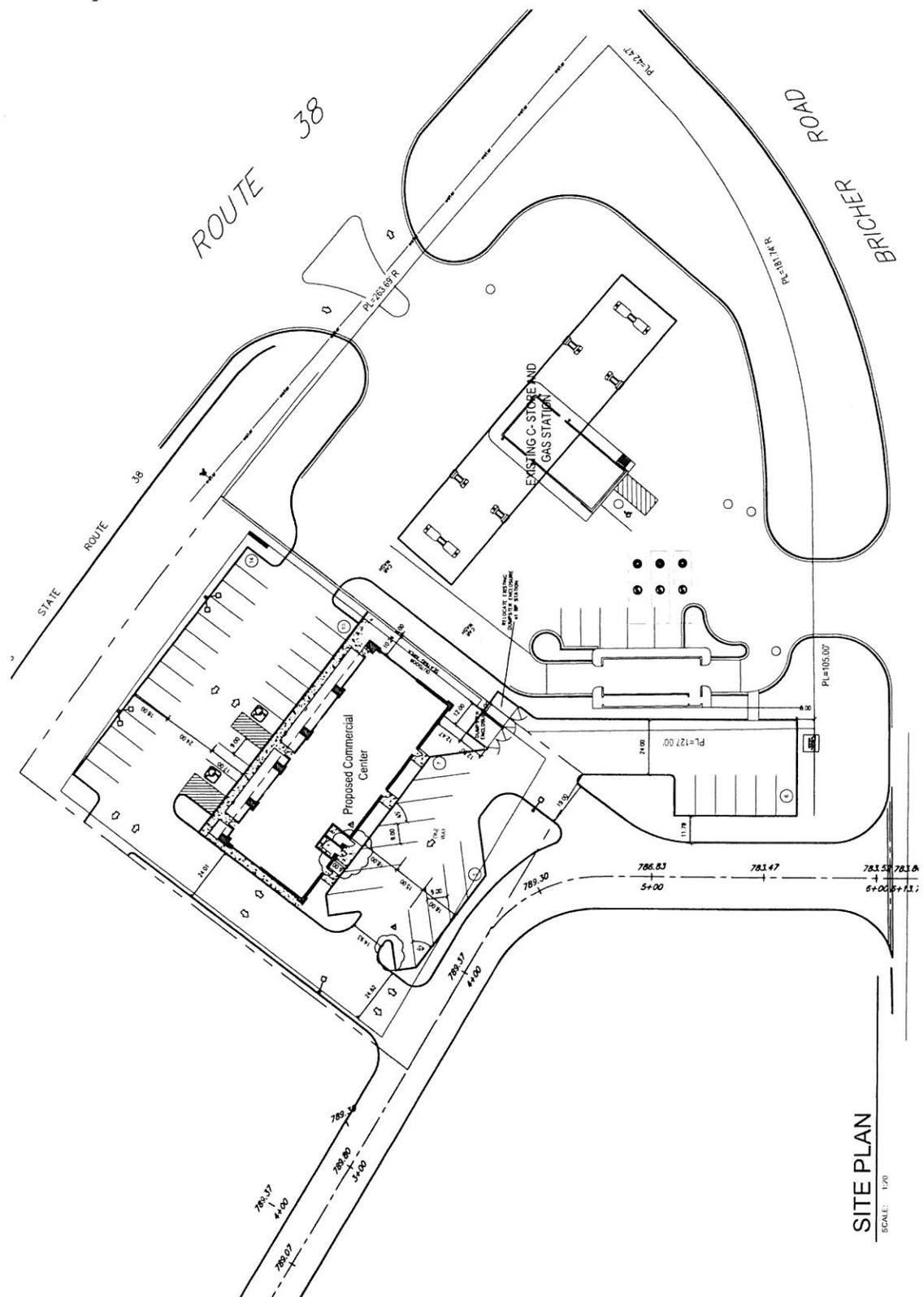
34.0 02/10/15 Final Design

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36.0 02/10/15 Final Design

37.0 02/10/15 Final Design

38.0 02/10/15 Final Design



**SITE PLAN**

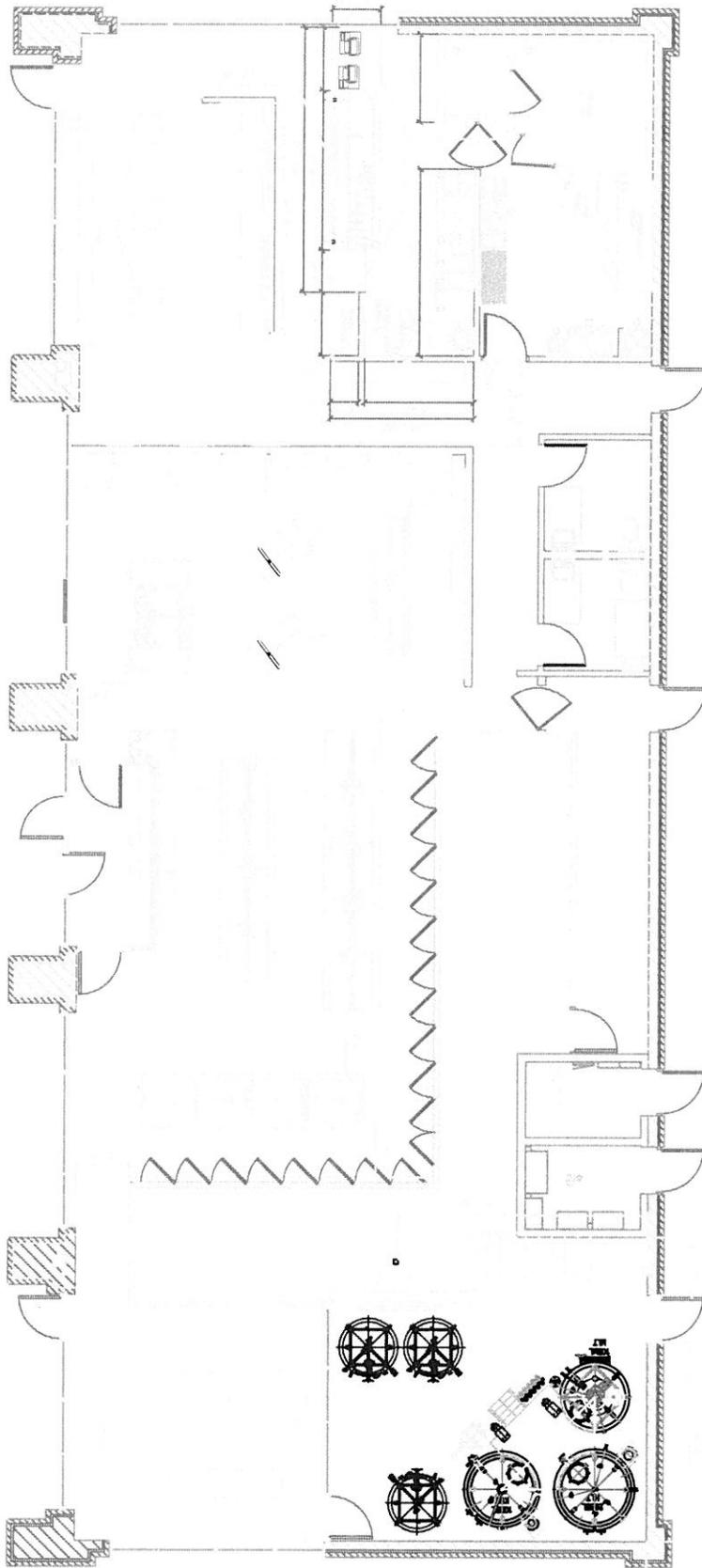
SCALE: 1/20

PROJECT: BRICHER ROAD COMMERCIAL CENTER  
 1850 BRICHER ROAD  
 ST. CHARLES, IL  
 ARCHITECT: ROE AND ASSOCIATES  
 30 EAST ST CHARLES ROAD  
 ST. CHARLES, IL  
 JOB NO: 14-090  
 DATE: 01/31/15  
 FILE: 14-090/15  
 PLOT SCALE: 1/20  
 OWNER APPROVAL

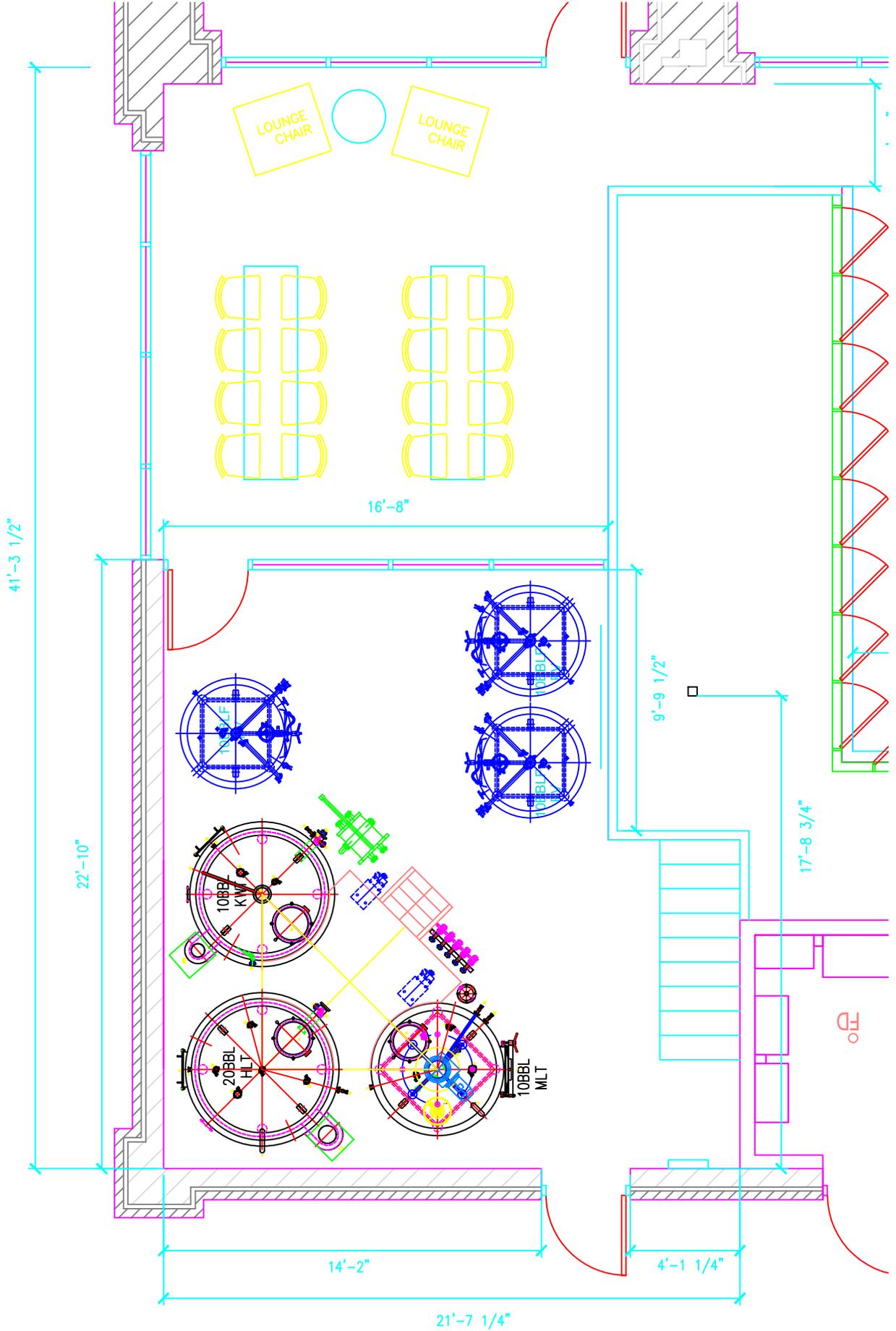
SHEET TITLE  
 FINAL PLAN

SHEET NUMBER  
 A0











Details for application:

Hours of operation will match the current hours of Urban Counter and The PRIDE Beer & Wine plus Spirits:

Monday-Saturday 7:00 am – 10:00 pm

Sunday 10:00 am – 10:00 pm

Attached Urban Counter menu will be utilized for food.

At this point, live music is not planned.

There is outdoor seating aligned with the Urban Counter side, east of the building. No plans for a designated smoking area at this time.

Community & Economic Development  
Economic Development Division

Phone: (630) 377-4443  
Fax: (630) 377-4062



**TO:** Jim Keegan, Chief of Police

**FROM:** Matthew O'Rourke, Economic Development Division Manager

**CC:** Rita Tungare, Director of Community & Economic Development  
Mark Koenen, City Administrator

**RE:** Zoning Review of the Proposed 93 Octane Nano-Brewery

**DATE:** April 6, 2018

---

**I. PROPOSAL**

The applicant, The Pride Stores, Inc., is proposing to construct a Nano-Brewery in the unoccupied 955 square foot unit 3 of the multi-tenant retail building located at 1825 Lincoln Hwy. (See attached 93 Octane Brewery document for more detail)

**II. BREW PUB USE ZONING REVIEW**

A. Use Analysis

The applicant has stated they intend to have the entire building function as one business i.e. "Brew Pub". Staff has determined that a "Brew Pub" is defined as a Restaurant in the City's Zoning Ordinance. Restaurant is a permitted use in both the underlying BR-Regional Business Zoning District and St. Charles Commercial Center PUD.

B. Off-Street Parking Analysis

Based on the Restaurant use, the applicant needs to provide enough off-street parking spaces to meet the off-street parking requirement for a Restaurant. Per Section 17.24.140 "Required Off-Street Parking Spaces" of the Zoning Ordinance, the requirement is 10 spaces per 1,000 square feet of Gross Floor Area (GFA). The GFA of the building is 4,632 square feet; therefore, the off-street parking requirement is 46 spaces. There are currently 36 off-street parking spaces provided on-site at 1825 Lincoln Hwy. property.

The applicant can satisfy the increase in required off-street parking spaces by utilizing the provisions stated in Section 17.24.060 "Location of Off-Street Parking" of the Zoning Ordinance. This sections states that:

*"Required parking facilities accessory to uses in the BL, BC, BR, OR, M1, M2, PL, and BT Overlay districts shall be located on the same lot as the building or use served, or on a different lot in the same zoning district within 300 feet walking distance of the use served."*

The applicant owns the BP gas station property located immediately to the east of this property at 1505 Lincoln Hwy. The applicant has provided a plan and letter (attached to this memo) that indicates the ability to locate 10 additional parking spaces on that property, and still meet the parking requirements for the BP gas station. The following summarizes the submitted parking plan:

- Per Section 17.24.140 “*Required Off-Street Parking Spaces*” Gas Station uses have a parking requirement of 4 spaces per 1,000 square feet of GFA. The BP station’s GFA is approximately 1,200 square feet and is required to provide 5 off-street parking spaces.
- Section 17.24.140 also states “that the number of required spaces may be reduced by the number of fuel pumps that can be accessed at any one time” There are 12 fuel pumps at this gas station therefore the required 5 off-street parking spaces are offset by the existing fuel pump locations.
- The applicant has stated they are creating a parking easement on the BP gas station property over the existing 7 off-street parking spaces on the site, and have provided a plan that shows 3 new off-street parking spaces in front of the BP convenience store building. This provides the 10 off-street parking spaces required by the “Brew Pub” at 1825 Lincoln Hwy. These spaces are located within 300’ walking distance from the “Brew Pub” building.
- The addition of these 10 off-premise parking spaces creates 46 total off-street parking spaces available to the property at 1825 Lincoln Hwy. and satisfies the increased off-street parking requirement for a defined Restaurant use.
- Sufficient handicap accessible parking spaces are provided.

### **III. DETERMINATION:**

- The proposed use complies with the Zoning Ordinance requirements. The applicant is required to provide a recorded permanent easement for the use of the proposed 10 spaces at the 1505 Lincoln Hwy. property, prior to final City Council action on the liquor license application.



### **93 Octane Brewery**

The PRIDE Stores, the retail division of Parent Petroleum, Inc. seeks city support in writing a new code to allow 93 Octane Brewery to do business as one with PRIDE Beer and Wine plus Spirits and Urban Counter located at 1825 Lincoln Highway, St Charles. The addition of this nano-brewery will complete occupancy of our building with all three sections utilizing cross access as well as the shared use of the 2 existing public restrooms.

Throughout the last few years, the PRIDE Stores has increased their footprint in the craft beer arena, making themselves one of the largest and fastest growing convenience store supporters of the local craft beer industry. Currently the PRIDE stores and Urban Counter own and operate 11 state licenses, always with utmost care, benefiting the municipalities we have joined. Now, we feel it is the right time to open 93 Octane Brewery utilizing our locations, experience, and superior team and corporate support personnel.

### **Executive Summary of 93 Octane Brewery**

The craft brewery known as 93 Octane Brewery, is considered a nano-brewery due to the small size and ability to have one person oversee every single batch from recipe creation to quality control. Current estimates are about 700 barrels of production capacity per year, with the first year of operation closer to 200-500 barrels.

93 Octane will have a small seating area in front of the brewhouse with the equipment behind the seating area separated by a glass wall. The off-site sales will focus either in cans, bottles, or kegs, while the on-site sales will add draft and packages during the estimated business hours of 11a.m. to 10p.m. (All purchases will be through The PRIDE Beer Wine and Spirits P.O.S. as the Brew Pub will not have a P.O.S. Register).

Since we are small, approximately 17 seats, we hope customers come in to get the freshest beer in the area and take some home to enjoy with their friends and family. The Brewhouse customers will be able to order food from the existing Urban Counter P.O.S. (as they do today) to enjoy with their brewery purchases. 93 Octane Brewery will focus on a couple every day drinking beers, but will have seasonal specialties and beer releases to keep intrigue high and create something desirable for everyone to consume. Right off the bat a barrel aging program will start, and space is already set aside to create these higher demand beers. The major part of brewing will occur during the day, eventually offering tours, and selling other items like pint glasses, shirts, etc. We want to create a brand to drive people into our city focusing on our locations and the brewery.



**CIMA DEVELOPERS, LP**

**30W180 Butterfield Road  
Warrenville, IL 60555**

**O: (630) 653-1700**

**F: (630) 791-8283**

April 4, 2018

Community & Economic Development  
Economic Development Division  
2 E. Main Street  
St. Charles, IL 60174

RE: Memorandum of Intent to provide Declaration of Parking Easement

Dear Ms. Tungare:

Please allow this correspondence to confirm that CIMA Developers, LP, formally known as Angel Associates, LP, is the title owner of two properties more commonly known as 1505 Lincoln Highway (BP) and 1825 Lincoln Highway (The Center). These two parcels are adjacent to and abutting one another.

As a condition of City Zoning requirements related to the proposed 93 Octane Nano-Brewery, CIMA Developers recognizes the need to allow parking easements between the two parcels, to meet Off-Street Parking requirements. The current exhibit attached demonstrates the ability to provide 10 (ten) additional parking spaces on the current BP parcel, (1505 Lincoln Highway), excluding the parking spaces at the pumps. If required CIMA Developers will record a Declaration of Easement to memorialize this agreement.

Also attached are the last tax bills for both parcels demonstrating ownership interest.

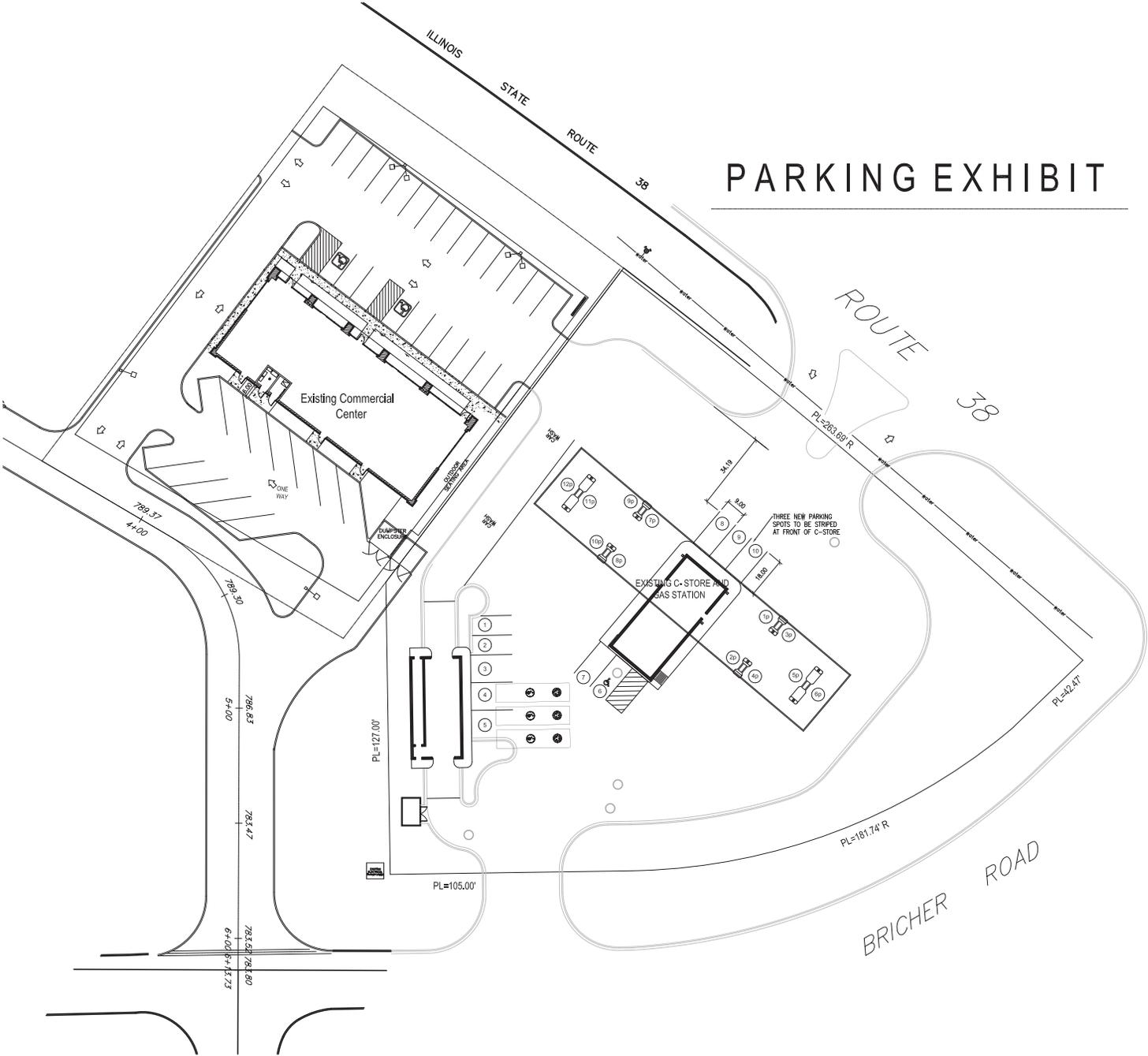
We look forward to continuing to work with City Staff to satisfy all zoning concerns and do hope to continue our plan to add the 93 Octane Brewery to the current operation.

Regards,

Dan Soltis  
CIMA Developers

Cc: Mr. Mario Spina  
Cc: Mr. Guy Morgano  
Cc: Mr. Chris Pecket  
Cc: Mr. Dave Krupp  
Cc: Mr. Matthew O'Rourke  
Cc: Mr. Russel Colby

# PARKING EXHIBIT



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 4c

Title:

Recommendation to approve a Late-Night Permit for the RAM Restaurant Group/dba “The Grandstander” located 11 N. 3rd Street (Class B).

Presenter:

Jim Keegan, Police Chief

Meeting: Government Operations Committee

Date: April 16, 2018

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

This is a late night permit request for the RAM Restaurant Group/dba “The Grandstander” located at 11 N. 3<sup>rd</sup> Street.

Pursuant to this item being presented at the Government Operations Committee meeting on Monday, April 16, 2018 to seek approval; it will be brought before the Liquor Control Commission at a meeting scheduled at 4:30 p.m., the same day, to process and move it forward to this Committee. This item will then continue on to the City Council meeting scheduled on May 7, 2018 for final approval.

**Attachments** *(please list):*

Memo

Letter

**Recommendation/Suggested Action** *(briefly explain):*

Recommendation to approve a Late-Night Permit for the RAM Restaurant Group/dba “The Grandstander” located 11 N. 3rd Street (Class B).



# Memo

Date: April 9, 2018  
To: Raymond Rogina, Liquor Commissioner  
From: James Keegan, Chief of Police  
CC: Mark Koenen, City Administrator  
Re: RAM Restaurant Group INC/dba "The Grandstander" 11 N. 3rd Street/Late-Night Permit Request (Formerly Abby's)

---

I've had a chance to review the application material of "The Grandstander" and the associated written documentation.

The Grandstander is seeking approval of a late-night permit to operate as a bar/restaurant with a full-service kitchen. According to their application, the RAM Restaurant Group Inc. (Mr. Robert Mondri-formerly Abby's) is looking to transition "The Grandstander" concept from Geneva to St. Charles. Mr. Mondri is looking to partner with Chef David Reyes (owner and operator of the Finery in St. Charles) as a local manager. They will be focusing on food with a barbeque/smoker theme. The business plans on hosting weekly men's, women's and co-ed dart leagues (7 dart boards) and offer other bar games such as Golden tee, Claw machine and Deer Hunter. The Grandstander is seeking video gaming machines.

The business would like to be open Monday through Thursday 11:00am to 1:00am, Friday 11:00am to 2:00am, Saturday 10:00am to 2:00am, and Sunday 10:00am to 1:00am. The Grandstander is seeking a late-night permit which the Abby did not have but was licensed until midnight pursuant to a Class B license.

The police department could not find anything of a derogatory nature concerning Abby's or The Finery has not had any problems associated with either of their licenses. The police department supports and recommends in favor of both a dba change and the aforementioned late-night permit.

As always, I can answer any questions or concerns.



# Memo

Date: 04/09/18  
To: Chief Keegan  
From: Commander Pierce  
Re: Review of D.B.A. from Abby's to The Grandstander

---

The purpose of this memo is to outline my review for the change of D.B.A. that was once Abby's to a new business name called, The Grandstander. Both business have been and will be located at 11 N. 3<sup>rd</sup> Street.

On 03/22/18, Mr. Robert Mondi came to the City and filled out an application to change the name on his liquor license from "Abby's" to "The Grandstander". Mr. Mondi currently holds a Class B liquor license under the name Abby's with the parent company being RAM Restaurant Group INC. The Grandstander will also be run under the RAM Restaurant Group. According to Mr. Mondi, Abby's closed in October of 2017. Mr. Mondi has filed a letter with the Commission asking for the name change. The following is a quick overview Abby's application when it was first submitted and The Grandstander's application.

In the application for Abby's dated 3/05/15, Mr. Mondi included a business plan that touted Abby's as a breakfast and lunch restaurant with a focus on breakfast due to St. Charles not having a downtown breakfast restaurant. The hours of operation were from 7:30am to 3:30pm, 7 days a week. In the application they noted the desire to have a liquor license so they could sell, "Bloody Marys, Mimosas, wine, and a few craft beers with lunch and breakfast". On this application Mr. Mondi and a subject named James McCoy were listed as the only managers and subjects who were Basset trained. The lease for 11 N. 3<sup>rd</sup> St. was dated 03/01/15 to 02/28/2025. As stated above Abby's was closed in October of 2017.

In the application for The Grandstander dated 03-22-18, Mr. Mondi included a business plan. The Grandstander is a Bar/Restaurant according to the application. The application indicates that The Grandstander was a bar located in Geneva which has now closed. Mr. Mondi would like to move The Grandstander to St. Charles. He will be partnering with David Reyes who according to the application owns the Finery in St. Charles and owned The Grandstander when it was in Geneva. The business would like to be open Monday through Thursday 11:00am to 1:00am, Friday 11:00am to 2:00am, Saturday 10:00am to 2:00am, and Sunday 10:00am to 1:00am. *The Grandstander is asking for a late-night permit which the Abby did not have.* Mr. Mondi has indicated he has an application



pending for 5 video gaming machines. The bar will also have 7 dart boards and other bar games such as Golden tee, Claw machine and Deer Hunter. The business plans on hosting a weekly men's, women's and co-ed dart league. They will be selling food with a focus on barbeque and smoked food. The lease for the building is the same as the one turned in for Abby's dated until 02/28/2025.

CP

The Honorable Ray Rogina  
Mayor-Liquor Commissioner  
2 Main Street  
St. Charles, IL 60174

January 31, 2018

RE: RAM Restaurant Group, Inc. d.b.a. Abby's Breakfast and Lunch

Dear Ray Rogina,

As you are aware, I closed Abby's Breakfast and Lunch in October due to health issues. We are in the process of potentially re-opening Abby's under a different concept that would utilize the current liquor license and also include a gaming license.

I am writing to you to request the RAM Restaurant Group, Inc.'s liquor license be granted an extension and not be forfeited, which under 5.08.150 it states- if a business is closed 30 days it is deemed forfeited. This was recently brought to my attention which is why I am requesting an extension at this time. I have attached copies of both my state and city license which if we were open would still be in effect.

Thank you in advance for this consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert C. Mondri', with a stylized flourish at the end.

Robert C Mondri

RAM Restaurant Group, Inc.

630-917-3439



RAYMOND P. ROGINA *Mayor*  
MARK KOENEN, P.E. *City Administrator*

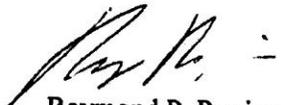
February 6, 2018

Dear Rob,

I'd like to thank you for your letter of January 31, 2018 in which you explained the circumstances behind your request for an extension of your liquor license with the City of St. Charles. An extension of your license has been granted until the license expiration date of April 30, 2018 at which time you may renew your liquor license with the City or apply for a new license.

If you are in need of anything further please let me know.

Sincerely,

  
Raymond P. Rogina  
Mayor

*Heritage. Community. Service. Opportunity.*

TWO EAST MAIN STREET

ST. CHARLES, IL 60174

PHONE: 630 377 4400

[www.stcharlesil.gov](http://www.stcharlesil.gov)



Letter ID: L1971288144

RAM RESTAURANT GROUP, INC  
11 N 3RD ST STE 2  
SAINT CHARLES IL 60174-1858

License No.: 1A-1125785  
Expiration Date: 03/31/18  
License Type: RETAILER  
Account ID: 41642740

LICENSE

Granting this license does not entitle the licensee to operate or maintain a business in violation of any other law or ordinance

LICENSE NO. 8318-1

KEEP POSTED IN PUBLIC VIEW  
STD B LIQUOR LICENSE

VALID FROM 05 01 2017 TO 04 30 2018

ACCOUNT NUMBER  
43791

UNDER THE MUNICIPAL CODE OF THE CITY OF ST. CHARLES, THIS CERTIFICATE WHEN PROPERLY VALIDATED, AFFIRMS THAT THE APPROPRIATE LICENSE FEE HAS BEEN PAID

SEAL

LICENSEE: Ram Restaurant Group Inc  
11 N 3rd Street #2  
St. Charles IL 60174

*Raymond P. Rozi*  
MAYOR

*[Signature]*  
CITY CLERK

ABBY'S BREAKFAST & LUNCH

ANNUAL  QUARTER  DAILY

DATE ISSUE		
MONTH	DAY	YEAR
05	01	2017

DATE DUE		
MONTH	DAY	YEAR
04	30	2017

DATE EXPIRES		
MONTH	DAY	YEAR
04	30	2018

\$1,200.00



STATE OF ILLINOIS  
LIQUOR CONTROL COMMISSION  
Governor Bruce Rauner

Letter ID: L1971288144

1A-1125785

License Number

IN ACCORDANCE WITH THE LIQUOR CONTROL ACT OF 1934, THIS CERTIFIES THAT:

RAM RESTAURANT GROUP, INC  
ABBY'S BREAKFAST & LUNCH  
11 N 3RD ST  
STE 2  
SAINT CHARLES IL 60174-1858

Kane

HAS PAID ALL FEES AND IS ISSUED A LICENSE IN THE FOLLOWING CLASS

RETAILER ON-PREMISES

ISSUE DATE: 03/28/17 Effective: 04/01/17

THIS LICENSE EXPIRES ON: 03/31/18

THIS LICENSE NOT TRANSFERABLE AS TO PRINCIPAL

Sales Tax Acct # 41642740

THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW IN A CONSPICUOUS PLACE ON THE LICENSEE'S PREMISES

Waterhouse: N/A

City of St. Charles, Illinois Liquor Control Commissioner  
 CITY RETAIL LIQUOR DEALER LICENSE APPLICATION  
 APPLICATION FEE IS NON-REFUNDABLE



Incomplete applications will not be accepted.  
 Completed applications may be submitted to:  
 Two East Main Street, St. Charles, IL 60174-1984

Date Application Received: 3-22-18  New Application  Renewal Application

**APPLICATION CHECKLIST**

Check items to confirm all are attached to this application

	Applicant	Office Use Only
Application Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completed Application for all questions applicable to your business.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Lease/Proof of Ownership	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Dram Shop Insurance or a letter from insurance agent with a proposed quote.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Articles of Corporation, if applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 <b>only</b> 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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Site Plan for Establishment (Drawn to scale including the parking lot, patio and/or deck, outdoor seating).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 <b>fixed objects</b> , such as pool tables, bar stools, vending/amusement machines; as well as all <b>exits</b> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Business Plan, to include: Hours of Operation <u>12-2 M-TH FS Su 11-2</u> 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	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 for this business.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**OFFICIAL USE ONLY**

Approved\*  Denied Date Approved/Denied: \_\_\_\_\_ Customer Number: \_\_\_\_\_

Signature of Mayor, Liquor Control Commissioner \_\_\_\_\_ Date Issued \_\_\_\_\_

**\*ISSUANCE OF THIS LICENSE IS CONTINGENT ON MEETING ALL REQUIRED BUILDING AND FIRE DEPARTMENT REQUIREMENTS.**

**APPLICANT INFORMATION**

A. Type of Business:  Individual  Partnership  Corporation  Other (explain):

B. Business Name: RAM RESTAURANT GROUP, Inc.

C. Business Address: 11 N 3rd Street St Charles IL 60174

D. IL Tax ID Number:

E. Business Phone:

630  
377-0747

G. Business Website:

H. Contact Person:

Rob Monni

I. Title:

President

J. Phone No:

K. If Corporation, Corporation Name:

RAM RESTAURANT GROUP, Inc.

L. Corporation Address (city, state, zip code):

11 N 3rd Street Geneva IL 60134

**BUSINESS ESTABLISHMENT LOCATION INFORMATION**

A. Type of Establishment:  Package  Restaurant  Tavern  Hotel/Banquet/Arcada/Q-Center  Other

B. Address applying for liquor license (exact street address):

11 N 3rd Street St Charles

C. Number of Parking Spaces:

Public

D. Outside Dining s.f. [17.20.020-R]:

N/A

E. Holding Bar s.f. [5.08.010-F]:

X

F. Total Building s.f.:

12,000

G. Total Number of Seats:

80

H. Number of Bar Seats:

18

I. Sale Counter s.f.:

X

J. Live Entertainment Area s.f. [5.08.010-H]:

N/A

K. Kitchen s.f.:

1,200

L. Cooler s.f.:

8x9

M. Dry Storage s.f.:

15

N. Seating Area s.f.:

1,700

O. Retail/public Area s.f.:

X

P. Service Bar s.f. [5.08.010-O]:

10

Q. Brief Business Plan description based on type of establishment listed above:

The Grandstander will be a high end Pub with Gaming and Darts. It will have a sports bar feel with TV's and small plates w/ an emphasis on smoked / Barbecue foods

**MANAGER INFORMATION**

Full Name, include middle initial: David Reyes

Title: Manager

Birthdate: [REDACTED]

Birthplace: Chicago, IL

Driver's License#: [REDACTED]

Home Phone: [REDACTED]

Home Address: [REDACTED]

Full Name, include middle initial:

Title:

Birthdate:

Birthplace:

Driver's License#:

Home Phone:

Home Address:

Full Name, include middle initial:

Title:

Birthdate:

Birthplace:

Driver's License#:

Home Phone:

Home Address:

**PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY**

**Mandatory: attach to this application a floorplan or layout of the proposed facility to include the following:**

**CLASS B LICENSES**

1. Every application for a Class B license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following (*check off once complete*):
  - a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;
  - b. The designated use of each room or segregated area (i.e. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided);
  - c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided. \*\*
2. The site drawing is subject to the approval of the Local Liquor Control Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any license by noting the same on the approved site 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 Class B licensee to operate and/or maintain the licensed premises in any manner inconsistent with the approved site drawing.

**CLASS C LICENSES**

1. Every application for a Class C license, whether an initial application or a renewal application, shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale, showing the following (*check off once complete*):
  - a. The location of all rooms, segregated areas, including outdoor seating areas and the square footage thereof;
  - b. The designated use of each room or segregated area (e.g. dining room, holding bar, service bar, kitchen, restrooms, outdoor seating areas, all rooms and segregated areas, including outdoor areas, where alcoholic liquor may be served or consumed and all locations where live entertainment may be provided);
  - c. The proposed seating capacity of rooms or segregated areas where the public is permitted to consume food and/or alcoholic beverages and/or live entertainment may be provided. \*\*
2. The site drawing is subject to the approval of the Local Liquor Commissioner. The Local Liquor Commissioner may impose such restrictions as he deems appropriate on any licensee by noting the same on the approved site 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 Class C 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.**

**CORPORATION / PREMISES QUESTIONS**

1. If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)?  Yes  No  
 Is any individual a naturalized citizen?  Yes  No  
 If yes, print name(s), date(s), and place(s) of naturalization:

2. List the type of business of the applicant (5.08.070-3): Restarant / Bar

3. Number of years of experience for the above listed type of business (5.08.070-4): 3 yrs License Since 2015

4. Amount of merchandise that normally will be in inventory when in operation (5.08.070-5): \$ Food Inventory 7,000 Liquor 12,000

5. Location/address and description of business to be operated under this applied for license (5.08.070-6):  
11 N 3rd Street, St. Charles IL 60174 unit B/C  
Business will be a barbeque / Smokehouse with  
Gaming and Darts

6. Is the premises owned or leased (5.08.070-6A)?  Owned  Leased

7. 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 (5.08.070-6B):

**Name of Building Owner:** Terry Grove  
**Address of Building Owner:** 311 N Second Street St 304  
St Charles IL 60174  
**Mailing Address of Building Owner (if different):** same  
**Phone Number:** 630-377-9150 **E-mail Address:** Propertymanagers.grove@gmail.com  
**Name of Building Owner:** \_\_\_\_\_  
**Address of Building Owner:** \_\_\_\_\_  
**Mailing Address of Building Owner (if different):** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_ **E-mail Address:** N/A  
**Name of Building Owner:** \_\_\_\_\_  
**Address of Building Owner:** \_\_\_\_\_  
**Mailing Address of Building Owner (if different):** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_ **E-mail Address:** \_\_\_\_\_

8. Does the applicant currently operate, or operated in the past, any other establishment within the City of St. Charles that requires a liquor license?  Yes  No  
 If yes, please list the business name(s) and address(es):

9. 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.**

10. Are any improvements planned for the building and/or site that will require a building permit?  Yes  No  
**If yes, has a building permit been applied for?**  Yes  No  
**If yes, date building permit was applied for with Building & Code Enforcement:**

11. 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:**

12. Has applicant (and all persons listed on page 1 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 1 of this application) disqualified from receiving a liquor license by reason of any matter contained in Illinois State law and/or City of St. Charles Municipal Ordinances?**  Yes  No

13. List previous liquor licenses issued by any State Government or any subdivision thereof (5.08.070-9). Use additional paper if necessary.  
**Government Unit:** State of IL  
**Date:** 2018 **Location, City/State:** IL IA1125785  
**Special Explanations:**  
 This is our existing License for this Location  
**Government Unit:** City of St. Charles  
**Date:** 2018 **Location, City/State:** St Charles IL 8318-1  
**Special Explanations:**  
 This is our existin License for this Location

14. Have any liquor licenses possessed ever been revoked (5.08.070-9)?  Yes  No  
**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.**

15. Complete ONLY if yes was answered to the questions above (14):

Name:

Name of Business:

Position with the Business:

Date(s) of Denial:

Reason(s) for Denial of License:

N/A

16. Date of Incorporation (Illinois Corporations) (5.08.070-10):

Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation):

17. Has the applicant and all designated managers read and do they all understand and agree not to violate any liquor 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)?

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 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  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

18. **Mandatory:** 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 1 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):

19. **Mandatory:** Has the applicant attached proof of Dram Shop Insurance to this application or already furnished it to the City of St. Charles (5.08.060)?  Yes  No

If already furnished, date of delivery:

**NOTE: Insurance must be issued from May 1, 20XX – April 30, 20XX in accordance with City code 5.08.060. Request a prorated rate from your insurance company if you are applying for a new license during this timeframe.**

20.

**Mandatory:** Is the premises within 100 feet of any real property of any church; school, hospital; home for the aged or indigent persons; home for veterans, their wives/husbands, or children; and/or any military or naval station (5.08.230)?

Yes  No

**COMMENTS/ADDITIONAL INFORMATION**

Empty space for comments or additional information.

**B.A.S.S.E.T. TRAINING**

Please list employees required to have B.A.S.S.E.T training on this page – include all managers, assistant managers, bartenders, and clerks who are permitted to make alcoholic liquor sales. Include copies of certificates for managers only and mark Manager if applicable. Add another page, if needed.

Name: Robert MONDI CHARLES  
(First) (Last) (Middle) Manager

Home Street Address: [REDACTED]

City, State, Zip: [REDACTED]

Date of Course: \_\_\_\_\_ Place Course was Taken: \_\_\_\_\_

Birthdate: [REDACTED] Certificate Granted: \_\_\_\_\_ Expiration: \_\_\_\_\_

Name: DAVID Reyes  
(First) (Last) (Middle) Manager

Home Street Address: [REDACTED]

City, State, Zip: [REDACTED]

Date of Course: 5-6-15 Place Course was Taken: 360training.com

Birthdate: [REDACTED] Certificate Granted: yes Expiration: \_\_\_\_\_

Name: \_\_\_\_\_  
(First) Juliette (Last) Reyes (Middle) Manager

Home Street Address: [REDACTED]

City, State, Zip: [REDACTED]

Date of Course: 5/6/15 Place Course was Taken: 360 training.com

Birthdate: [REDACTED] Certificate Granted: 5/6/15 Expiration: \_\_\_\_\_

Name: \_\_\_\_\_  
(First) \_\_\_\_\_ (Last) \_\_\_\_\_ (Middle) Manager

Home Street Address: \_\_\_\_\_

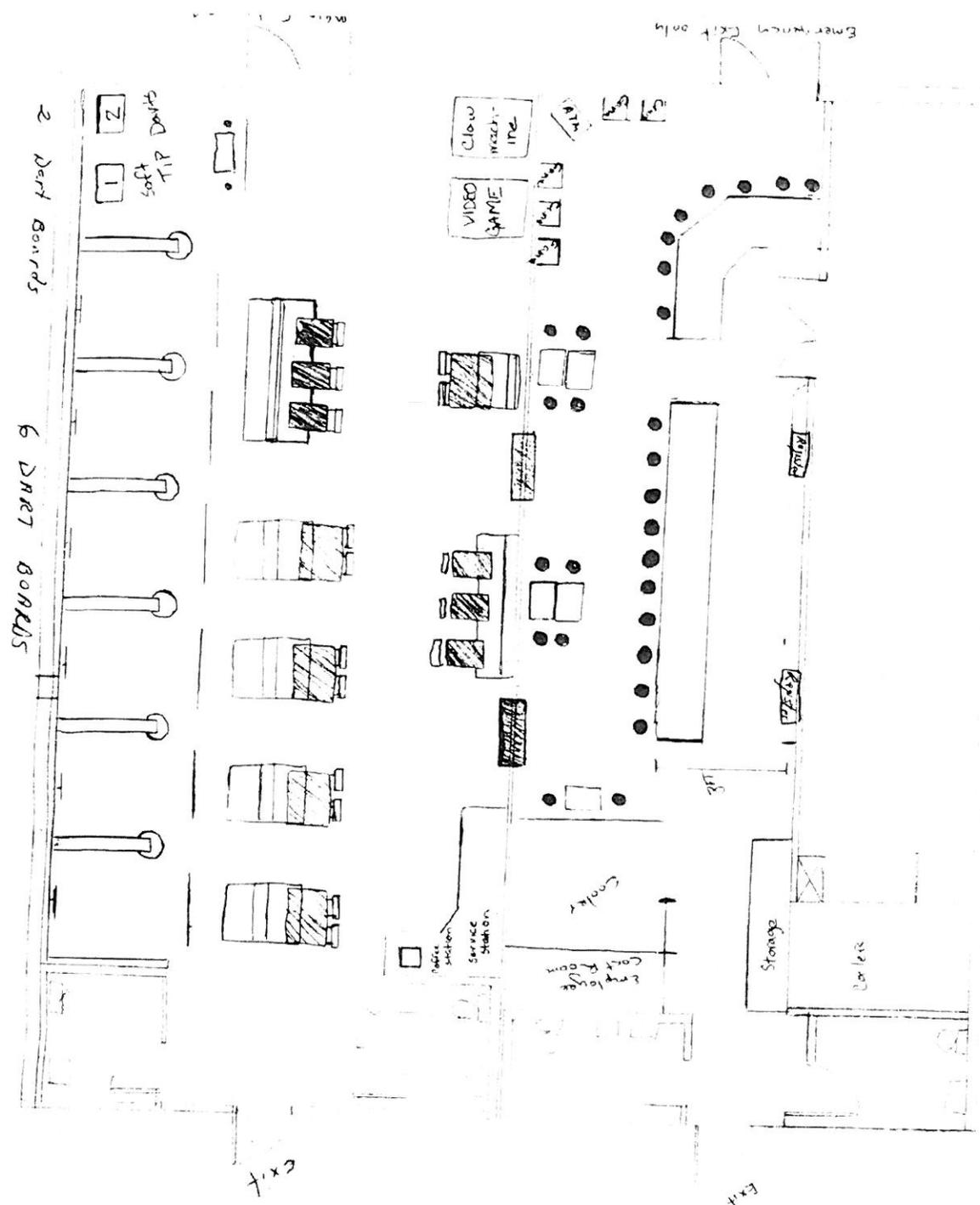
City, State, Zip: \_\_\_\_\_

Date of Course: \_\_\_\_\_ Place Course was Taken: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Certificate Granted: \_\_\_\_\_ Expiration: \_\_\_\_\_

**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.



195 = 11

Allocation of Space

Kitchen	800	20%
Bathrooms (4)	200	5%
Video Gaming	100	2.5%
Bar	600	15%
Dining in Bar	400	10%
Dining	1,300	32.5%
Darts/Games	600	15%
	<u>4,000</u>	<u>100%</u>

**RAM RESTAURANT GROUP, INC.  
BUSINESS PLAN**

Ram Restaurant Group, Inc. previously doing business as Abby's Breakfast and Lunch is changing it's name to The Grandstander which was formerly located in Geneva, IL. The goal is to be re-open by mid may. Abby's closed mid October last year due to health issues of Owner Rob Mondì.

The Hours of Operation will be Monday through Thursday 11:00 to 1:00  
Friday hours will be 11:00 to 2:00 and Saturday will be 10:00 to 2:00 and Sunday 10:00 to 1:00.

The menu will be the same as the current menu in Geneva but with the addition of more Barbeque/Smoked foods. - See Attached

There will not be live music at this time. There will not be outdoor seating or designated outdoor smoking areas at this time.

There is an application currently pending for 5 video game machines as well as a few other games (Golden Tee, Claw Machine, Deer hunter) In addition there will be 7 dart boards with a combination of steel tip and soft tip options. There will be weekly league play (men's, Women's, Co-ed, etc.) The darts will also be available for customers. A small space will eventually be designated for retail dart products.

David Reyes, owner of the Finery will be the general manager and eventually partner in this venture. He brings a wealth of knowledge and experience. David In addition to owning the Finery, Reyes is the owner of The Grandstander in Geneva. We feel the concept will do much better in St. Charles than Geneva and the addition of Darts and Barbecue will be a nice addition to the community as there is nothing like this around.

**APPLICATION FOR LATE NIGHT PERMIT**

**SUPPLEMENTAL TO LIQUOR LICENSE FOR CLASS B/C**

To: St. Charles Liquor Control Commission

Date: 3-18-18

I now possess or have applied for a liquor license Class

Applicant's Name: Robert Mondri

Name of Business: RAM RESTAURANT Group dba The Grandstander

Business Address: 11 N 3rd Street St. Charles IL 60174

Business Phone: 630-377-0797

**SUPPLEMENTAL PERMIT APPLIED FOR**

**Payment of Late Night Permit fee is required at the time the permit is issued.**

1:00 a.m. Late Night Permit – fee of \$800.00

2:00 a.m. Late Night Permit – fee of \$2,300.00

**NOTE:** Other permits that may be available upon request include:

- Class E – Special Event License (1 to 3-day event @ \$100.00 per day)
- Outdoor Dining Permit (Contact Community & Economic Development @ 630.377.4443)

**SIGNATURES**

  
Applicant's Signature

Liquor Commissioner hereby directs City Clerk to issue permit indicated above.

\_\_\_\_\_  
Liquor Commissioner's Signature

\_\_\_\_\_  
Date

**ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION****To be completed by the City of St. Charles Police Department**

Date:

Name of Applicant:

Name of Business:

Address of Business:

Ward Number:

**To Liquor Control Commissioner, City of St. Charles, Illinois**

Pursuant to the provision of the City of St. Charles Municipal Code, Chapter 5.08, Alcoholic Beverages, the following guide shall be in effect for the investigation of an applicant for a Retail Dealer's Liquor License:

1. Date on which applicant will begin selling retail alcoholic liquors at this location:
2. 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?  Yes  No
3. 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?  Yes  No  
**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?  
 Yes  No
4. 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  No  
**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  No
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.)  
 Yes  No
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? <input type="checkbox"/> Yes <input type="checkbox"/> 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.? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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: <input type="checkbox"/> Yes <input type="checkbox"/> No
12.	From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions:
13.	Have all persons named in this application been fingerprinted? <input type="checkbox"/> Yes <input type="checkbox"/> No Fingerprinted by: _____ Date: _____
14.	Other necessary data:

**SIGNATURES  
ENDORSEMENTS AND APPROVALS**

**INVESTIGATING OFFICER**

\_\_\_\_\_

Investigating Officer Signature Badge Number & Rank

**ENDORSEMENT OF THE CHIEF OF POLICE**

Recommend Issuing Liquor License:  Yes  No

\_\_\_\_\_

Signature Of Chief of Police Date

**ENDORSEMENT OF THE LIQUOR CONTROL COMMISSIONER**

Recommend Issuing:  Yes  No Date: \_\_\_\_\_

Comments:

\_\_\_\_\_  
Liquor Commissioner

**ENDORSEMENT OF THE FIRE CHIEF**

Recommend Issuing:  Yes  No Date: \_\_\_\_\_

Comments:

\_\_\_\_\_  
Fire Chief

**ENDORSEMENT OF THE BUILDING COMMISSIONER**

Recommend Issuing:  Yes  No Date: \_\_\_\_\_

Comments:

Zoning Classification: \_\_\_\_\_

\_\_\_\_\_  
Building Commissioner

**ENDORSEMENT OF THE FINANCE DIRECTOR**

Recommend Issuing:  Yes  No Date: \_\_\_\_\_

Comments:

\_\_\_\_\_  
Finance Director

**APPROVAL OF THE CITY COUNCIL**

Approved for Issuing:  Yes  No Vote: Ayes \_\_\_\_\_ Nays \_\_\_\_\_

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

Attested to by City Clerk

**COMMERCIAL LEASE**

AM/Mond - Restaurant Lse.doc

**DATE OF LEASE:** February 2, 2015

**TERM OF LEASE:** March 1, 2015 through February 28, 2025

**LANDLORD:** Terry F. Grove, 311 North Second Street, Suite 304,  
St. Charles, Illinois 60174, hereinafter called  
Landlord

**TENANTS:** Ram Restaurant Group, Inc., an Illinois corporation

**GUARANTORS:** Robert C. Mondie, J. Mathew McCoy and Abednejo Meija

**RENT:** Each monthly payment of base rent and maintenance, real estate taxes, insurance and garbage collection charges shall be made at the office of Landlord (Terry F. Grove, 311 No. 2<sup>nd</sup> St., Ste. 304, St. Charles, IL 60174) on or before the 1st day of each month. If two of Tenants' personal checks are returned for non-sufficient funds during any twelve (12) month period, Tenants are obligated under this Lease from that point of time until the end of the lease period to give to Landlord a Cashier's Check, certified check or bank check for each month's rent. Note that the monthly rent listed below is the base rent. In addition to base rent, Tenants will also pay ~~10~~% (their proportionate share) of maintenance, real estate taxes, insurance and garbage collection costs, currently estimated to be \$~~1,200.00~~. With regard to garbage collection, it is currently collected once a week. If due to volume or smell due to restaurant waste additional pickups have to be made, then Tenants will pay for those additional pickups in addition to the 18% shared cost. The charges for maintenance, real estate taxes, insurance and garbage collection will be from time-to-time adjusted. The monthly base rental payment amounts shall be as set forth on Schedule A hereto unless and until Tenant exercise its option under paragraph 22 or right of first refusal under paragraph 23 to lease the Antique Market III space, in which case base rent will be as per Schedule B attached hereto, and in addition to the base rent set forth in Schedule B, Tenant shall pay thirty-three percent (~~33~~%) of maintenance, real estate taxes, insurance and garbage collection costs, currently estimated for both spaces to be \$~~1,200.00~~ per month.

**LATE FEE:** If the monthly base rental check plus charges for maintenance, real estate taxes, insurance and garbage collection is not received by the first of the month, then a \$10.00 a day late fee shall be assessed.

**LOCATION:** 11 North Third Street, St. Charles, Illinois 60174

**BUSINESS OF  
TENANTS:** Restaurant

**UTILITIES:**

1. Tenants will pay all utilities serving the Premises.

**SECURITY DEPOSIT:**

2. Tenants shall pay the Landlord at the time this lease is signed a security deposit in the amount of ~~5000~~ to be held by Landlord and returned to Tenants at the expiration of the lease less any amounts retained for damage to the premises. The security deposit shall not be used by Tenants to make any of their rental payments including the last month's rent. No interest will be paid on the security deposit.

**PREMISES:**

3. Landlord agrees to provide the space in an "as is" condition. Except for non-structural alterations not exceeding Ten Thousand and No/100 Dollars (\$10,000.00), Tenants shall not make any alterations in the premises without the written consent of Landlord. Landlord represents and warrants that it has not received any notice from any governmental body regarding code violations of noncompliance with the Americans with Disabilities Act, nor does Landlord have any knowledge of such any code violations or noncompliance.

**MAINTENANCE:**

4. Tenants agree to keep the premises in good repair at their own expense including, but not limited to, maintenance and repair of all heating, air conditioning, plumbing, electrical serving the Premises and replacement of broken glass and shall pay for all damages caused to the unit and/or any other unit caused by Tenants' failure to maintain the premises, unless any of the foregoing repairs are required as a result of the gross negligence or intentional acts of Landlord, its employees or agents. The foregoing to the contrary notwithstanding, Landlord, at its sole cost and expense, shall make all necessary repairs and replacements to, and shall keep in condition and repair, the structural portions and exterior of the building in which the Premises are located, including, but not limited to, the roof (including drains, downspouts, flashing and parapets, but excluding any roof penetrations made by Tenant), exterior or other load-bearing walls (excluding glass), foundations, floor construction, sidewalks and items of similar character, and pipes, sewer lines and conduits leading to the Premises from utility installations.

**LIABILITY INSURANCE:**

5. Except for injuries or death resulting from the gross negligence or intentional act of Landlord, its employees or agents, Landlord shall not be liable for injuries, including accidental death, to any person or damage to any property due to the condition of the premises or to the occurrence of any accident on or about the premises as a result of any act or neglect of Tenants or of any other occupant of the premises or of any other person. Tenants shall be responsible and liable to Landlord for any damage to the premises and for any act done thereon by Tenants or by any person coming onto the premises by the license of Tenants, expressed or implied, and Tenants do hereby indemnify and save harmless the indemnified parties from any and all liability for any injury, including

accidental death, to any person and/or damage to any property resulting from Tenants' use or tenancy of the premises. Tenants shall protect against Tenants' liability hereunder by maintaining and providing, at Tenants' sole cost and expense, public liability insurance (including but not limited to public liability insurance with respect to all exterior signs) in amounts not less than Five Hundred Thousand Dollars (\$500,000.00) for injuries, including accidental death, to any one person and subject to the same limits for each person, in an amount not less than \$1,000,000.00 on account of any one accident and for damage to property in an amount not less than One Hundred Thousand Dollars (\$100,000.00). Tenants shall at Landlord's request increase the public liability insurance limits to such amounts as may be designated from time-to-time by Landlord, or which may be required by Landlord's mortgagee. All such public liability insurance shall be maintained with reputable insurers licensed to do business in Illinois who are rated by Best as AVI or better and who are acceptable to Landlord in its reasonable discretion, and shall provide that such policies will not be canceled without at least thirty (30) days prior written notice to Landlord and Landlord's mortgagee. Landlord and, if requested, Landlord's mortgagee and other persons designated by Landlord as having a title interest in the premises, shall be named as an additional party insured on said liability insurance policy. Copies, certificates or other evidence of the maintenance of such insurance policies, as the insurers may customarily issue, shall be delivered to Landlord from time-to-time and at least thirty (30) days to the end of the insuring term of any prior policy in effect.

Landlord shall maintain such public liability insurance with respect to the premises as Landlord shall determine in its sole discretion. Such insurance shall not insure any liability of Tenants.

If Tenants desire to serve alcoholic beverages, then Tenants will obtain liquor liability insurance (dram shop insurance) in the amount of at least \$1,000,000.00, which will name Landlord as an additional insured.

#### **NON-LIABILITY OF LESSOR:**

6. Except for loss or damage caused by the gross negligence or intentional acts of Landlord, its employees or agents, the Landlord shall not be liable for any loss of property or defects in the building or in the premises, or any accidental damages to the person or property of the Tenants in or about the building or the premises, from water, rain or snow which may leak into, issue or flow from any part of the building or the premises, or from the pipes or plumbing work of the same nor from any failure of the heating and/or cooling systems. The Tenants hereby and agree to make no claim for any such loss or damage at any time.

#### **SIGNS:**

7. Landlord must approve any signs or awnings or any other items attached to or placed on the outside of the building and such approval will not be unreasonably withheld, conditioned or delayed.

#### **ASSIGNMENT SUBLETTING:**

8. Tenants shall neither sublet the Premises or any part thereof nor assign this lease nor permit by any act or default any transfer of Tenants' interest by operation of law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned without in each case the written consent of Landlord.

#### **SURRENDER OF PREMISES:**

9. If Tenant has not exercised option to lease Antique Market III, then at the termination of this lease, by lapse of time or otherwise, Tenants agree to yield up immediate and peaceable possession to Landlord in a vanilla-box condition, which means replacement of any damaged ceiling tiles, removal of any carpeting or any other type of floor covering leaving only smooth, cement floors and freshly painted white walls with any nail holes filled and sanded (a "Vanilla Box"). In the event Tenant fails to surrender

a Vanilla Box to Landlord or Tenant fails to secure a new tenant that agrees to accept the Premises "as is," Tenant shall pay to Landlord a surrender fee equal to one month's rent and Landlord shall be entitled to retain the Security Deposit. In the event Tenant fails to surrender the Premises at the termination of this Lease, Tenant shall pay to Landlord as liquidated damages, for the whole time such possession is withheld, a sum equal to 150% times the then current daily rental rate per day, or in case the Premises shall be abandoned, deserted or vacated, and remain unoccupied fourteen days consecutively, the Tenants hereby authorize and request the Landlord as Tenants' agent to re-enter the Premises and remove all articles found therein, place them in some regular storage warehouse or other suitable storage place, at the cost and expense of Tenants and proceed to re-rent the Premises at the Landlord's option and discretion and apply all money received after paying the expenses of such removal toward the rent accruing under this lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the Landlord. If the Tenants shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the Landlord by reason thereof shall be authorized to declare the term ended, and the Tenants hereby expressly waive all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer and Landlord and Tenants agree that the Landlord, his agents or assigns may begin suit for possession or rent without notice or demand.

**REMOVED PROPERTY:**

10. In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided the Tenants hereby authorize and request the Landlord to sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rendering the balance remaining, if any, to Tenants upon demand.

**COMPLIANCE WITH ALL LAWS:**

11. Tenants at all times shall be in compliance with all state laws and city ordinances regarding their premises and type of business.

**NO ADDITIONAL LOCKS:**

12. No additional locks shall be placed upon any exterior doors without the written consent of the Landlord firsthand and endorsed upon this lease (such consent not to be unreasonably withheld, conditioned or delayed); and upon the termination of this lease, Tenants will surrender all keys to premises.

**ADDITIONAL RULES & REGULATIONS:**

13. The Landlord reserves the right to make such other and further reasonable rules and regulations as in his judgment may from time to time be needful for the safety, care and cleanliness of the premises and for the preservation of good order therein.

**PLURALS; SUCCESSORS:**

14. The words "Landlord" and "Tenants" wherever used in this lease shall be construed to mean Landlord or Tenants in all cases where there is more than one Landlord or Tenants, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Landlord or Tenants herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Landlord and Tenants and their respective heirs, legal representatives, successors and assigns.

**PARKING:**

15. Tenants agree that they will cause themselves and their employees to park their cars in parking lots designated for eight hours or more parking.

**NOTICES:**

16. All notices to be given pursuant to this lease shall be deemed to have been given when hand-delivered to the addresses set forth below:

If to Landlord to: Terry F. Grove, 311 N. 2nd St., Ste. 304, St. Charles, IL 60174

If to Tenants to: Robert C. Mondt, 2410 Danbury Court, Geneva, Illinois 60134  
Home No. (630)262-5734 -- Cell. No. (630)917-3439

**MISCELLANEOUS**

17. Tenant shall have ten (10) days to cure any monetary default under this Lease and thirty (30) days to cure any non-monetary default hereunder, such cure periods to commence upon Tenant's receipt of written notice from Landlord setting forth an alleged event of default. In the event Tenant shall have commenced to cure a non-monetary default within the aforesaid 30 day cure period and it shall be impossible or impractical for the completion of such non-monetary cure within the 30 day cure period, Tenant shall be granted a reasonable extension thereto within which to complete such non-monetary cure, provided Tenant shall at all times diligently pursue such non-monetary cure.

18. Landlord represents and warrants that Landlord has not received any notice from any governmental body, nor does Landlord have any knowledge, of any hazardous material in, on or under the Premises

19. Each party shall bear its own attorneys' fees and costs in connection with any matter arising under this Lease. No party shall be entitled to seek reimbursement for any such attorneys' fees or costs from the other party.

20. If either Landlord or Tenant fails to perform timely any of the terms, covenants or conditions of this Lease to be performed by Landlord or Tenant, as the case may be, and such failure is due in whole or in part to any civil disorder, failure of power, restrictive governmental laws or regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other party, or by the other party's agents, employees, contractors, licensees or invitees, or any other cause beyond the reasonable control of Landlord or Tenant, as the case may be, then Landlord or Tenant, as the case may be, shall not be deemed in default under this Lease as a result of such failure and any time for performance by Landlord or Tenant, as the case may be, provided for herein shall be extended by the period of delay resulting from such cause.

21. At the end of each lease year, Landlord shall supply Tenant with a summary of all maintenance, real estate taxes, insurance and garbage collection costs and expenditures. Tenant or its agents shall have the right to review the books and records of Landlord to verify all costs and expenditures and the determination of Tenant's proportionate share of such expenses, provided Tenant makes such request of Landlord within one (1) month after the receipt of each summary.

**ANTIQUE MARKET III SPACE OPTION AND RIGHT OF FIRST REFUSAL**

22. The space adjacent to the Premises is currently occupied by Antique Market III (the "Antique Market III Space") on a three (3) month-to-month tenancy, and will be occupied on a five-month lease. As part of this Lease, Tenant shall have the exclusive option (the "Option") to lease the Antique Market III Space on the terms and conditions set forth in this Lease, except that rental for the combined spaces shall be as set forth on Schedule B hereto. Upon tenant exercising its option to lease Antique Market III space, Landlord will provide Antique Market III with one calendar month notice of termination of its lease and, after such notice of termination expires, Tenant shall accept the Antique Market III space in "as is" condition. Upon the termination of the Lease, Tenant shall return the space to Landlord in "vanilla box" condition. In the event Tenant fails to surrender the Antique Market III in "vanilla box" condition to Landlord, or Tenant fails to

SCHEDULE A

3/1/2015	through	2/29/2016	<del>\$2,100</del> / month
3/1/2016	through	2/28/2017	<del>\$2,100</del> / month
3/1/2017	through	2/28/2018	<del>\$2,100</del> / month
3/1/2018	through	2/28/2019	<del>\$2,100</del> / month
3/1/2019	through	2/28/2020	<del>\$2,100</del> / month
3/1/2020	through	2/28/2021	<del>\$2,100</del> / month
3/1/2021	through	2/28/2022	<del>\$2,100</del> / month
3/1/2022	through	2/28/2023	<del>\$2,100</del> / month
3/1/2023	through	2/29/2024	<del>\$2,100</del> / month
3/1/2024	through	2/28/2025	<del>\$2,100</del> / month

SCHEDULE B

3/1/2015	through	2/29/2016	<del>\$\$\$</del> / month
3/1/2016	through	2/28/2017	<del>\$\$\$</del> / month
3/1/2017	through	2/28/2018	<del>\$\$\$</del> / month
3/1/2018	through	2/28/2019	<del>\$\$\$</del> / month
3/1/2019	through	2/28/2020	<del>\$\$\$</del> / month
3/1/2020	through	2/28/2021	<del>\$\$\$</del> / month
3/1/2021	through	2/28/2022	<del>\$\$\$</del> / month
3/1/2022	through	2/28/2023	<del>\$\$\$</del> / month
3/1/2023	through	2/29/2024	<del>\$\$\$</del> / month
3/1/2024	through	2/28/2025	<del>\$\$\$</del> / month

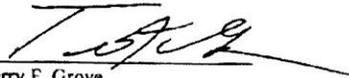
secure a new tenant that agrees to accept the premises "as is," Tenant shall pay to Landlord a surrender fee for Antique Market III of ~~\$10,000~~ ~~and~~ ~~Two~~ ~~Thousand~~ ~~Dollars~~ ~~(~~\$~~2,000)~~. The Option shall terminate if not exercised by December 31, 2016.

23. In the event Tenant has not exercised its Option and during the term of this Lease Landlord receives a bona fide good faith offer to lease the Antique Market III Space to a third party, Landlord shall promptly notify Tenant of such offer in writing, and Tenant shall have fourteen (14) days within which to notify Landlord of its intent to enter into a lease for the Antique Market III space on the terms and conditions set forth in this Lease. If Tenant does not notify Landlord within the 14 day time period aforesaid that Tenant intends to enter into a lease for the Antique Market III space then this right of first refusal is terminated and Tenant will no longer have the right of first refusal. This right of first refusal shall expire on December 31, 2016.

24. In the event Tenant exercises its Option or the Right of First Refusal, the tenancy for the Antique Market III Space shall be governed by this Lease, except that (i) the term of the tenancy of the Antique Market III Space shall be equal to the term remaining on this Lease and (ii) Tenant shall be entitled to occupy the Antique Market III Space rent-free for the initial six (6) months.

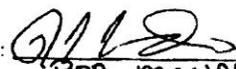
Witness the hands and seals of the parties hereto, as of the date of lease stated above.

Landlord:

  
Terry F. Grove

Tenant:

RAM RESTAURANT GROUP, INC.

By:   
ROB MONDL  
Its: President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
DONNA A TONOVITZ (16137)  
1118 E MAIN ST  
SUITE 1A  
ST CHARLES, IL 60174-0000

CONTACT NAME: DONNA A TONOVITZ  
PHONE (A/C, No, Ext): 630-549-7694 FAX (A/C, No): 630-549-7698  
E-MAIL ADDRESS: DONNA.TONOVITZ@COUNTRYFINANCIAL.COM

INSURED 4351408  
RAM RESTAURANT GROUP INC  
11 N 3RD ST  
ST CHARLES IL 60174

INSURER(S) AFFORDING COVERAGE NAIC #  
INSURER A: COUNTRY Mutual Insurance Company 20990  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> ECT <input type="checkbox"/> LOC		AM9236877	3/5/2018	3/5/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  Covered on Businessowners		AM9236877	3/5/2018	3/5/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000		AJ9236471	3/5/2018	3/5/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS OTH ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
	LIQUOR LIABILITY		AM9236877	3/5/2018	3/5/2019	Each Person BI Limit \$ 0 AGGREGATE \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)  
POLICY INFORMATION  
Each Person Property Damage Limit and Loss Of Means of Support or Loss of Society Limit are included in Liquor Liability Coverage and subject to Illinois Statute

HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE \$100,000 EACH OCCURRENCE SUBJECT TO A \$100,000 AGGREGATE LIMIT  
(CONTINUED)

### CERTIFICATE HOLDER

CITY OF ST CHARLES  
2 E MAIN STREET  
ST CHARLES, IL 60174

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_

### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER AM9236877		RAM RESTAURANT GROUP INC 11 N 3RD ST ST CHARLES, IL 60174	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 3/20/2018	

#### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

(POLICY INFORMATION CONTINUED)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> DONNA A TONOVITZ (16137) 1118 E MAIN ST SUITE 1A ST CHARLES, IL 60174-0000		<b>CONTACT NAME:</b> DONNA A TONOVITZ <b>PHONE (A/C, No, Ext):</b> 630-549-7694 <b>FAX (A/C, No):</b> 630-549-7698 <b>E-MAIL ADDRESS:</b> DONNA.TONOVITZ@COUNTRYFINANCIAL.COM	
<b>INSURED</b> 4351408 RAM RESTAURANT GROUP INC 11 N 3RD ST ST CHARLES IL 60174		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A:</b> COUNTRY Mutual Insurance Company      20990 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BUSINESSOWNERS GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		AM9236877	3/5/2018	3/5/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AM9236877	3/5/2018	3/5/2019	COVERED ON BUSINESSOWNERS COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000		AU9236471	3/5/2018	3/5/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.      Y/N    N/A					WC STATUTORY LIMITS    OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	<b>LIQUOR LIABILITY</b>		AM9236877	3/5/2018	3/5/2019	Each Person BI Limit \$ 0 AGGREGATE \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**POLICY INFORMATION**  
 Each Person Property Damage Limit and Loss Of Means of Support or Loss of Society Limit are included in Liquor Liability Coverage and subject to Illinois Statute  
 HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE \$100,000 EACH OCCURRENCE SUBJECT TO A \$100,000 AGGREGATE LIMIT  
 (CONTINUED)

<b>CERTIFICATE HOLDER</b>  STATE OF ILLINOIS 100 WEST RANDOLPH ST SUITE 7-801 CHICAGO, IL 60601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER AM9236877		RAM RESTAURANT GROUP INC 11 N 3RD ST ST CHARLES, IL 60174	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 2/26/2018	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.  
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

(POLICY INFORMATION CONTINUED)

# Illinois Business Authorization

RAM RESTAURANT GROUP, INC  
DBA: ABBY'S BREAKFAST & LUNCH  
11 N 3RD ST STE 2  
SAINT CHARLES IL 60174-1858

Loc. Code: 045-0022-9-001  
St. Charles (Kane)  
Kane County

## Certificate of Registration

Expiration Date:  
5/1/2020

Sales and use taxes and fees

(4164-2740)

  
Director  
DEPARTMENT OF REVENUE  
Issued Date: 05/01/2015

FORM **BCA 2.10**  
**ARTICLES OF INCORPORATION**  
 Business Corporation Act

Filing Fee \$150  
 Franchise Tax: \$ 25  
 Total: \$175

File #: 69784631

Approved By: JXR

**FILED**  
**AUG 30 2014**  
**Jesse White**  
**Secretary of State**

1. Corporate Name: RAM RESTAURANT GROUP INC.,

2. Initial Registered Agent: ROB MONDI

First Name	Middle Initial	Last Name
[REDACTED]		

Initial Registered Office:

Number	Street	Suite No.	City	State	ZIP Code	County
[REDACTED]				IL	60134-1737	KANE

3. Purposes for which the Corporation is Organized:  
 The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

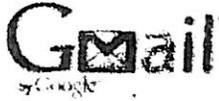
Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	300	300	\$ 300

**NAME & ADDRESS OF INCORPORATOR**

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated AUGUST 30, 2014 at [REDACTED]  
Month & Day Year Street

ROBERT C MONDI, GENEVA, IL, 60134  
Name City/Town State ZIP Code



Rob Mondri <rmondi@gmail.com>

**Illinois Secretary of State's CyberService**

1 message

**ecommerce@ilsos.net** <ecommerce@ilsos.net>  
To: RMONDI@gmail.com

Sat, Aug 30, 2014 at 4:50 PM

Proposed Name: RAM RESTAURANT GROUP INC.,

Thank you for using Secretary of State Jesse White's CyberService Express!

Your application to file Articles of Incorporation has been received and payment processed. Please allow 24 business hours for the processing of your application.

You can check the status of your filing at <http://www.ilsos.gov/corparticles/status.jsp>

If you have any problems in finding the status of your application, please contact the Web Master at [webmaster@ilsos.net](mailto:webmaster@ilsos.net).

Packet Number: 140943515204536036

Authorization Number: 03005Q

Total Amount: \$281.25

.....  
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# Illinois BASSET On-Premise SELLER / SERVER CERTIFICATION

Trainee Name: David Reyes

Date of Completion: 05/06/2015

School Name:  
360training.com dba Learn2Serve



I, \_\_\_\_\_  
certify that the above named person  
successfully completed an approved  
Learn2Serve Seller/Server course.

This course provides necessary  
knowledge and techniques for the  
responsible serving of alcohol.

This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to [support@360training.com](mailto:support@360training.com).



learn2  
serve

Corporate Headquarters  
13801 Burnet Rd., Suite 100  
Austin, Texas 78727  
P: 800-442-1149

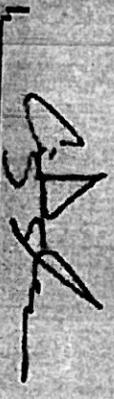
# Illinois BASSET On-Premise SELLER / SERVER CERTIFICATION

**Trainee Name:** Juliette Reyes

**Date of Completion:** 05/06/2015

**School Name:**

360training.com dba Learn2Serve



**certify that the above named person  
successfully completed an approved  
Learn2Serve Seller/Server course.**

This course provides necessary  
knowledge and techniques for the  
responsible serving of alcohol.

**This is your temporary certificate of completion. You will receive your official card in the mail. Please forward all questions to [support@360training.com](mailto:support@360training.com).**

the



**City of St. Charles, Illinois**  
**Ordinance No. 2018-M-\_\_\_\_\_**

**An Ordinance Amending Title 13 “Public Utilities” Chapter 13.08  
"Electricity" of the St. Charles Municipal Code**

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, AS FOLLOWS:

1. That Title 13 “Public Utilities”, Chapter 13.08 "Electricity," Section 13.08.140 "Deposit-Required-Refund-Exemption” shall be amended by the addition of Subsection D as follows:

**D. All deposits made by applicants as provided in Subsection A of this section shall not be subject to interest credit.**

1. That Title 13 “Public Utilities”, Chapter 13.08 "Electricity," Section 13.08.230 "Rate 1 – Residential – Rates, Charges and Service Requirements." Subsection B, Paragraph 1 and 2, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

**13.08.230 Rate 1 - Residential - Rates, Charges and Service Requirements.**

**B. Charges for this rate shall be as follows:**

- 1. Monthly Customer Charge. The net monthly customer charge shall be seventeen dollars and fifty cents (\$17.50) per meter.**
- 2. Energy Charge. The net energy charge shall be as follows:**

**Summer Months**

**\$0.1196 per kilowatt-hour for monthly usage up to 1,200 kilowatt-hours**

**\$0.1353 per kilowatt-hour for monthly usage over 1,200 kilowatt-hours**

**Non-summer Months**

**\$0.1196 per kilowatt-hour for all kilowatt-hours**

**For purposes hereof, the “summer months” are defined as the electric usage that is billed to the user starting in the month of June and the next four succeeding months.**

3. That Chapter 13.08 "Electricity," Section 13.08.240 "Rate 3 – Small General Service – Rates, Charges, and Service Requirements." Subsection B, Paragraph 1 and 2, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

**13.08.240 Rate 3 – Small General Service – Rates, Charges, and Service Requirements.**

**B. Charges for this rate shall be as follows:**

**1. Monthly Customer Charge. The net monthly customer charge shall be fifty-seven dollars and fifty cents (\$57.50) per meter.**

**2. Energy Charge. Then net energy charge shall be as follows:**

**\$0.0973 per kilowatt-hour for all kilowatt-hours**

4. That Chapter 13.08 "Electricity," Section 13.08.240 "Rate 3 – Small General Service – Rates, Charges, and Service Requirements." Subsection B, Paragraph 3.2. through 3.4 of the St. Charles Municipal Code be and is hereby amended as follows:

2. Measurement of Demand and Kilowatt-hours Supplied. Where two or more metering installations are provided on the customer's premises, the **billing demand** ~~in any thirty minute period~~ shall be determined by adding together the separate **peak half hour** demands at each metering installation ~~during such thirty minute period except that:~~
  1. ~~In case the demand at any metering installation is registered by an indicating or cumulative demand meter, the demand at such installation in each thirty minute period of any month shall be assumed to be the same as the highest demand in any thirty minute period of such month.~~
3. Where two or more metering installations are provided on the customer's premises and are for the same customer, and if one or more installations qualified for rate 5 and one or more installations qualified for rate 3 then the metering installation readings shall be combined and billed at rate 5.
4. The terms and conditions stated in Sections 13.08.010 through 13.08.210 apply to this rate and service hereunder shall be subject thereto.

5. That Chapter 13.08 "Electricity," Section 13.08.260 "Rate 5 – General service – Rates, Charges, and Service Requirements," Subsection B, Paragraph 1, 3, and 4, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

**13.08.260 Rate 5 - General Service - Rates, Charges, and Service Requirements.**

**B. Charges for this rate shall be as follows:**

**1. Monthly Customer Charge. The net monthly customer charge shall be seventy dollars (\$70.00) per meter.**

**3. Demand Charge. The net demand charge shall be as follows:**

**\$20.00 per kilowatt**

**4. Energy Charge. The energy charge shall be as follows:**

**\$0.0624 per kilowatt-hour for all kilowatt-hours**

6. That Chapter 13.08 "Electricity," Section 13.08.260 "Rate 5 – General service – Rates, Charges, and Service Requirements," Subsection B, Paragraph 7.2 of the St. Charles Municipal Code be and is hereby amended as follows:

2. Measurement of Demand and Kilowatt-hours Supplied. Where two or more metering installations are provided on the customer's premises, the **billing demand** ~~in any thirty minute period~~ shall be determined by adding together the separate **peak half hour** demands at each metering installation ~~during such thirty minute period except that: In case the demand at any metering installation is registered by an indicating or cumulative demand meter, the demand at such installation in each thirty minute period of any month shall be assumed to be the same as the highest demand in any thirty minute period of the month.~~ Where two or more metering installations are provided on the customer's premises and are for the same customer, and if one or more installation qualifies for rate 5 and one or more installations qualifies for rate 7 then the metering installation readings shall be combined and billed at rate 7.

7. That Chapter 13.08 "Electricity," Section 13.08.265 "Rate 6 – Governmental Outdoor Lighting – Rates, Charges, and Service Requirements," Subsection B, Paragraph 1, and 3, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

**13.08.265 Rate 6 – Governmental Outdoor Sports Lighting - Rates, Charges, and Service Requirements.**

**B. Charges for this rate shall be as follows:**

1. **Monthly Customer Charge. The net monthly customer charge shall be ninety-five dollars (\$95.00) per meter.**

**3. Energy Charge. The energy charge shall be as follows:**

**\$0.1821 per kilowatt-hour for all kilowatt-hours**

8. That Chapter 13.08 "Electricity," Section 13.08.275 "Rate 7 – Large General Service – Rates," Subsection B, Paragraph 1, 3, and 4, of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

**13.08.275 Rate 7 - Large General Service - Rates, Charges and Service Requirements.**

**B. Charges for this rate shall be as follows:**

**1. Monthly Customer Charge. The net monthly customer charge shall be two hundred seventy-five dollars (\$275.00) per meter.**

**3. Demand Charge. The net demand charge shall be as follows:  
\$20.00 per kilowatt**

**4. Energy Charge. The net energy charge shall be as follows:  
\$0.0624 per kilowatt-hour On-Peak  
\$0.0524 per kilowatt-hour Off-Peak**

9. That Chapter 13.08 "Electricity," Section 13.08.290 "Rate 8 – Municipal Owned Street Lighting and Traffic Signals – Rates," Subsection B, Paragraph 1 of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

**13.08.290 Rate 8 – Municipal Owned Street Lighting and Traffic Signals**

**B. Charges for this rate shall be as follows:**

**1. Energy Charge.  
\$0.0791 per kilowatt-hour for all kilowatt-hours**

10. That Chapter 13.08 "Electricity," Section 13.08.292 "Rate 9 – Primary Metered Large General Service – Rates, Charges and Service Requirements. Subsection B, Paragraph 1, 3, 4, and 5 of the St. Charles Municipal Code be and is hereby amended by deleting the same and substituting the following:

**13.08.292 Rate 9 – Primary Metered Large General Service – Rates, Charges and Service Requirements**

**B. Charges for this rate shall be as follows:**

**1. Monthly Customer Charge. The net monthly customer charge shall be two hundred seventy-five dollars (\$275.00) per meter.**

**3. Demand Charge. The net demand charge shall be as follows:  
\$19.80 per kilowatt**

**4. Energy Charge. The net energy charge shall be as follows:  
\$0.0618 per kilowatt-hour On-Peak  
\$0.0519 per kilowatt-hour Off-Peak**

11. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that the rates set forth herein shall be effective for the first billing subsequent to June 1, 2018.

12. That after the adoption and approval hereof this Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of May, 2018.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of May, 2018.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of May, 2018.

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Raymond P. Rogina, Mayor

ATTEST:

---

City Clerk

COUNCIL VOTE:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5b

Title:	Recommendation to Approve an Ordinance Amending Title 13, “Public Utilities, Chapter 13.16 “Water” of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Water Utility and to Provide Clarification to Section 13.16.187
Presenter:	Chris Minick, Finance Director

Meeting: Government Operations Committee                      Date: April 16, 2018

Proposed Cost: \$N/A	Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
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**Executive Summary** *(if not budgeted please explain):*

In conjunction with the implementation of the FY 18/19 budget, Staff is seeking approval of the attached Ordinance to enact changes in the utility rate structure for the water utility. This ordinance reflects the rates utilized in the preparation of the FY 18/19 budget presented to the City Council on April 2, 2018. The projections and amounts included in the budget presentation are predicated on the rate structure created by the Ordinances attached.

If approved as proposed, these rate changes would be effective with bills sent in June.

In addition, Staff is recommending adding a statement that deposits provided in accordance with Section 13.16.187, “Deposit-Required-Refund-Exemption”, are not subject to interest credit. This statement merely puts in writing our current practice.

**Attachments** *(please list):*

**Water Rate Ordinance**

**Recommendation/Suggested Action** *(briefly explain):*

Recommendation to Approve an Ordinance Amending Title 13, “Public Utilities, Chapter 13.16 “Water” of the St. Charles Municipal Code to Allow for Changes in the Rate Structure for the Water Utility and to Provide Clarification to Section 13.16.187.

**City of St. Charles, Illinois**  
**Ordinance No. 2018-M-\_\_\_\_\_**

**An Ordinance Amending Title 13 “Public Utilities”, Chapter 13.16, “Water”,  
of the St. Charles Municipal Code**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES,  
KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

Section 1. That Title 13 “Public Utilities”, Chapter 13.16 “Water”, Section 13.16.187 “Deposit- Required-Refund-Exemption” shall be amended by the addition of Subsection C as follows:

**C. All deposits made by applicants as provided in Subsection A of this section shall not be subject to interest credit.**

Section 2. That Title 13 “Public Utilities”, Chapter 13.16 “Water”, Section 13.16.190 “Net Charges for Property with Buildings Connected to System”, of the St. Charles Municipal Code, is hereby deleted in its entirety and in lieu thereof the following language shall be substituted:

**“13.16.190 Net Charges for Property with Buildings Connected to System**

**All property upon which any building has been or may be hereafter erected  
having a connection with the water system shall pay the following charges:**

**A. Customer Charge. The following customer charge is for all general service water customers:**

**Customer Charge**

<u>Meter Size</u>	<u>Per Month</u>
3/4” and under	\$ 8.59
1”	\$ 11.08
1-1/4”	\$ 13.46
1-1/2”	\$ 15.49
2”	\$ 20.92
3”	\$ 33.24
4”	\$ 50.72
7-1/2”	\$ 136.75

**B. Water Charge. The following water rates apply to all customers:**

**Base Water Rate – Three dollars and sixty cents (\$3.60) per 1000 gallons.**

**\*Excess Seasonal Water Rate – Six dollars and ten cents (\$6.10) per 1000 gallons.**

**\*Excess Seasonal Water Rate applies to water use that is billed to the customer starting in the month of June and the next four succeeding months.**

**The excess seasonal water rate applies to water used during the above period which is greater than 130 percent of the monthly average of water used during the winter quarter and which is greater than 6,500 gallons per month usage. All other water is billed at the base rate. New customers who have no history of water consumption during the winter quarter will be billed on the basis of actual consumption at the base rate until a winter average is determined.**

Section 3. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that the rates set forth herein shall be effective for the first billing period subsequent to June 1, 2018.

Section 4. That after the adoption and approval hereof this Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of May, 2018.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of May, 2018.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of May, 2018.

---

Raymond P. Rogina, Mayor

ATTEST:

---

City Clerk

Ordinance No. \_\_\_\_\_

Page 3

**COUNCIL VOTE:**

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_



**City of St. Charles, Illinois**  
**Ordinance No. 2018-M-\_\_\_\_\_**

**An Ordinance Amending Title 13 “Public Utilities”, Chapter 13.12,  
“Sewers”, of the St. Charles Municipal Code**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST.  
CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

Section 1. That Title 13 “Public Utilities”, Section 13.12.830 “Charges for Residential Users”, Subsection A, Section 13.12.840 “User Charges for Metered Water Consumption and Nonresidential Use”, Subsection A, is hereby deleted in its entirety and in lieu thereof the following language shall be substituted:

**“13.12.830 Charges for Residential Users**

**A. The residential sewer user charge shall be as follows:**

- 1. The following rate shall be charged for sewer service to all residential users of City sewers based upon metered water consumption: eighteen dollars and fifty-six (\$18.56) demand charge per month plus five dollars and eighty-five cents (\$5.85) per one thousand gallons of water used with a maximum sewer charge not to exceed 130% of a residential user’s winter quarter water usage average. The residential user’s “winter quarter” water usage shall be defined as the water that is billed to the user in the months of January, February, and March. When the 130% calculation produces a fractional result, the customer maximum will be raised to the next whole number.**
2. Residential users in a building with more than one dwelling unit and with each unit having a sewer connection but no city water meter shall be charged the existing residential sewer demand charge per month. Sewer usage charge shall be billed to the customer billed for the water service and shall be based on the water used at the existing residential sewer rate per one thousand gallons.
3. Residential users in a building with only one dwelling unit with sewer connection but no city water purchases shall be charged for eight thousand gallons of usage at the existing residential rate per one thousand gallons plus the existing demand charge per month.
4. For new or recently constructed residential buildings or other customers which have a water meter and incomplete history of water consumption during a winter quarter, the existing residential rate per thousand gallons plus the existing demand charge per month shall be applied to their metered water consumption until the completion of a winter quarter.

5. **A fee is hereby imposed upon all residential users of City sewers for the purpose of funding various projects required to comply with mandatory standards promulgated by the United States and the Illinois Environmental Protection Agencies. This fee, termed “EPA Mandate Fee”, will be set at a flat rate of one dollar and thirty-five cents (\$1.35) per month.”**

**“13.12.840 User Charges for Metered Water Consumption and Nonresidential Use**

**A. The non-residential sewer user charge shall be as follows:**

1. **The following rate shall be charged for sewer service to all non-residential users of City sewers based upon metered water consumption: eighteen dollars and fifty-six cents (\$18.56) demand charge per month plus five dollars and eighty-five cents (\$5.85) per one thousand gallons of water used.**
2. **The following rate shall be charged for sewer service to all non-residential users of City sewers where water consumption does not reflect the actual quantity of wastewater tributary to the wastewater treatment works: eighteen dollars and fifty-six cents (\$18.56) demand charge per month plus five dollars and eighty-five cents (\$5.85) per one thousand gallons of wastewater actually discharged into the sewer system.**
3. Non-residential users in a building with more than one non-residential unit and with each unit having a sewer connection but no city water meter shall be charged the existing non-residential sewer demand charge per month. Sewer usage charge shall be billed to the customer billed for the water service and shall be based on the water used at the existing non-residential sewer rate per one thousand gallons.
4. Non-residential users in a building with no water purchases and a sewer connection without flow measurement equipment shall be charged the existing non-residential sewer demand charge per month, plus a user charge equivalent to six thousand gallons of usage at the existing non-residential sewer use rate per one thousand gallons. Non-residential users may be required to install flow measurement equipment pursuant to the conditions set forth in Section 13.12.940B.
5. **A fee is hereby imposed upon all non-residential users of City sewers for the purpose of funding various projects required to comply with mandatory standards promulgated by the United States and the Illinois Environmental Protection Agencies. This fee, termed “EPA Mandate Fee”, will be set at a flat rate of one dollar and thirty-five cents (\$1.35) per month.”**

Section 2. That Title 13 “Public Utilities”, Chapter 13.12 “Sewer”, Section 13.12.960 "Deposit- Required-Refund-Exemption” shall be amended by the addition of Subsection C as follows:

**C. All deposits made by applicants as provided in Subsection A of this section shall not be subject to interest credit.**

Section 3. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that the rates set forth herein shall be effective for the first billing subsequent to June 1, 2018.

Section 4. That after the adoption and approval hereof this Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of May, 2018.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of May, 2018.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of May, 2018.

\_\_\_\_\_  
Raymond P. Rogina, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_