

**Agenda**  
**City of St. Charles**  
**Liquor Control Commission Meeting**  
**Monday, April 15, 2024, 4:30 PM**  
**2 E. Main Street**

1. Call to Order.
2. Roll Call.
3. Motion to accept and place on file minutes of the Liquor Control Commission meeting held on March 18, 2024.
4. Presentation of a proposal for a B-1 liquor license application for Chums Shrimp Shack, located at 2115 W. Main Street.
5. Presentation of late-night permit applications for Class B and C liquor licenses in the City of St. Charles for fiscal year 2024/2025.
6. Public Comment.
7. Executive Session (5 ILCS 120/2 (c)(4)).
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).

**Minutes**  
**City of St. Charles**  
**Liquor Control Commission Meeting**  
**Monday, March 18, 2024, 4:30 p.m.**  
**Council Chambers, 2 E. Main Street, St. Charles, IL**

**1. Call to Order.**

The meeting was called to order by Commissioner Vitek at 4:30 pm.

**2. Roll Call.**

**Present:** Spellman, Pietryla, Zollers, Gehm

**Absent:** None

**3. Motion by Aldr. Gehm, second by Ms. Zollers, to accept and place on file minutes of the Liquor Control Commission meeting held on February 20, 2024.**

**Roll Call Vote:** Ayes: Spellman, Zollers, Gehm; Nays: None. Absent: None.

Abstain: Pietryla. Mayor Vitek did not vote as Commissioner.

**Motion Carried**

**4. Recommendation to approve a proposal for a B-1 liquor license application for Thai Corner Cuisine, located at 615 South Randall Road, Suite 115, St. Charles.**

Chief Keegan introduced the application and indicated there were no issues of concern.

Ms. Zollers asked if the outstanding report from Naperville had come in.

Chief Keegan noted that it did come in and there were no issues.

**Motion by Aldr. Pietryla, second by Aldr. Gehm, to recommend a proposal for a B-1 liquor license for Thai Corner Cuisine, located at 615 South Randall Road, Suite 115, St. Charles.**

**Roll Call Vote:** Ayes: Spellman, Pietryla, Zollers, Gehm; Nays: None. Absent: None.

Abstain: None. Mayor Vitek did not vote as Commissioner.

**Motion Carried**

**5. Recommendation to approve a proposal for a B-1 liquor license application for Southern Café, located at 1590 E. Main Street.**

Chief Keegan introduced the application and noted that the business was sold to the new owners on March 15. He indicated there were no issues of concern.

Ms. Zollers noted that the application packet only included one BASSET certificate. She further noted that all owners and managers must be BASSET certified prior to issuance of their license. Ms. Zollers also asked if there were any issues with the liquor store in Schaumburg owned by one of the applicants.

Chief Keegan responded that there have been no issues with the liquor store in Schaumburg.

**Motion by Aldr. Pietryla, second by Aldr. Gehm, to recommend a proposal of a B-1 liquor license application for Southern Café, located at 1590 E. Main Street.**

**Roll Call Vote:** Ayes: Spellman, Pietryla, Zollers, Gehm; Nays: None. Absent: None. Abstain: None. Mayor Vitek did not vote as Commissioner.

**Motion Carried**

**6. Recommendation to approve a proposal for an A-6 liquor license application for 7-Eleven Store #30153, located at 51 Randall Road.**

Chief Keegan introduced the application and noted that the application is for a new franchise owner for a gas station convenience store. The new franchisee operates another gas station in Wisconsin. The closing date for transfer of the franchise is in April.

Ms. Zollers asked if this was a transfer from corporate to franchise or if it was a transfer between franchisees.

Chief Keegan responded it is a transfer from one franchisee to another franchisee.

**Motion by Aldr. Pietryla, second by Aldr. Gehm, to recommend a proposal of an A-6 liquor license application for 7-Eleven Store #30153, located at 51 Randall Road.**

**Roll Call Vote:** Ayes: Spellman, Pietryla, Zollers, Gehm; Nays: None. Absent: None. Abstain: None. Mayor Vitek did not vote as Commissioner.

**Motion Carried**

**7. Public Comment - none**

**8. Executive Session (5 ILCS 120/2 (c)(4)) - none**


**9. Adjournment.**

Motion by Aldr. Gehm, second by Aldr. Pietryla, to adjourn the meeting at 4:35 p.m.

**Voice Vote:** Ayes: Spellman, Pietryla, Zollers, Gehm; Nays: None; Absent: None; Abstain: None. Mayor Vitek did not vote as Commissioner.

**Motion Carried**

Notes prepared by: Susan Kempf, Sr. Administrative Assistant

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 4
	Title:	Recommendation to approve a Proposal for a B-1 Liquor License Application, with Conditions, for Chum’s Shrimp Shack, Located at 2115 W. Main St., St. Charles	
	Presenter:	Police Chief Keegan	
<b>Meeting:</b> Liquor Control Commission		<b>Date:</b> April 15, 2024	
<b>Proposed Cost:</b>		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>Chum’s Shrimp Shack, located at 2115 W. Main Street, was recently sold and the new owners are requesting approval of a B-1 liquor license application for their business.</p>			
<b>Attachments</b> (please list):			
Liquor License			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a proposal for a B-1 Liquor License application, with conditions, for Chum’s Shrimp Shack located at 2115 W. Main St., St. Charles.			



# Memo

Date: April 1, 2024  
To: Lora Vitek, Mayor-Liquor Commissioner  
From: James Keegan, Chief of Police *J. Keegan*  
Re: Chums Shrimp Shack

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

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

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

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

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

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

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

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

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

Thank you in advance for your consideration in this matter.



# Memo

Date: 03/26/2024  
To: Chief Keegan #300 (via chain of command)  
CC: Cmdr. Lamela #340  
From: Det. Sgt. Vicicondi #368  
Re: Liquor License Class (B1) – Restaurant – Background Investigation for Chums Shrimp Shack LLC (DBA: Chums Shrimp Shack)

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## IN SUMMARY:

The purpose of this memo is to outline steps taken during the background investigation for a liquor license application. This investigation was done based on the application submitted for a Class (B1) – Restaurant – liquor license for the business Chums Shrimp Shack LLC (DBA: Chums Shrimp Shack) – which is located at 2115 W. Main St., St. Charles, IL 60174.

## APPLICANT:

Rodriguez Tapia, Luis G.

## APPLICATION:

The application is complete to include: A Certificate of Liability Insurance (\$2,000,000 General Aggregate / \$1,000,000 Each Occurrence), a floor plan (hand drawn), a menu, hours of operation, and a signed Landlord's Acknowledgement and Consent Agreement (lease). Also included, was a copy of an Illinois BASSET Certification for Luis G. Rodriguez (Issued on: 03/04/2024).

On 03/14/24, F.I. Catt fingerprinted Luis as a liquor license applicant. The ISP response had a result of no record on file, and the FBI response revealed no prior arrest data.





**PERSONAL INTERVIEW:**

On 03/15/24, I met with Luis at the St. Charles Police Department. Luis provided me with his Illinois Driver's License, which I photocopied (see attached). Luis signed waivers so I could conduct this background investigation. During the interview, I learned the following information (in summary and not verbatim):

Luis has lived at his current address from approximately 2015 to the present. Luis lived at [redacted] Illinois from approximately 2010 – 2015.

Luis is a U.S. citizen.

Luis was asked why the move to the St. Charles location and he answered, because it was a good opportunity. Luis wants to expand his business.

There is no liquor inventory at this time.

Luis answered yes, when asked if he was a current or past liquor license holder. Luis owns the following businesses:

- Antigua Mexican Grill – (Antigua Mexican Grill LLC.)  
Address: 1500 Carlemont Dr., Crystal Lake, IL 60014
- Antigua Mexican Brunch and Grill – (Antigua Mexican Brunch and Grill Inc.)  
Address: 2160 Lake Cook Rd., Algonquin, IL 60102
- Antigua Mexican Grill #3 – (Antigua Mexican Grill #3 Inc.)  
Address: 125 E. Calhoun St., Woodstock, IL 60098

In regards to violations:

- Luis explained that in 2023, at the Crystal Lake restaurant, the bartender served alcohol to a minor. Luis had to pay a \$1500 fine and he had his liquor license suspended for 2 weeks.
- Luis explained that in 2022 or 2023, at the Algonquin restaurant, the bartender served alcohol to a minor. Luis had to pay a fine, and then Luis and his staff went to BASSET training.

In regards to the date that he plans to sell liquor, Luis advised as soon as he gets the license.

Chums Shrimp Shack is already open, and no renovations will be done. There will be 6 or 7 employees. Luis advised he will be the onsite manager for now – until he finds a manager.

**BUSINESS ENTITY SEARCH:**

Checks were completed on Luis' restaurants with the ilsos.gov website's Business Entity Search. The results are below in summary:

- Chums Shrimp Shack LLC – Status: Active on 10-12-2023
  - Agent Information: Luis G. Rodriguez
  - Agent Change Date: 03/08/2024
  
- Antigua Mexican Grill LLC – Status: Active on 08-17-2023
- Antigua Mexican Brunch & Grill INC. – Status: Active
- Antigua Mexican Grill #3 INC. – Status: Active

**LIQUOR LICENSE LOOKUP:**

Checks were completed on Luis' restaurants with the Illinois.gov website's Liquor License Lookup. The results are below in summary:

- Chums Shrimp Shack LLC – License Status: Active
- Antigua Mexican Grill LLC – License Status: Active
- Antigua Mexican Brunch & Grill INC. – License Status: Active
- Antigua Mexican Grill 3 INC. – License Status: Active

**TLOXP:**

Utilizing TLOxp, I had a Comprehensive Report completed on Luis, which had the following results (in summary):

- Possible Criminal Records, Bankruptcy Records, Liens, Judgements, Property Foreclosures, and Evictions all had a result of: (None Found).
  
- Global Watch Lists had a result of: (5 Found). Listed below is a summary of the results:
  - Name: Luis Rodriguez Morfin | Match Score: 82.
  - Name: Jose Luis Rodriguez | Address: West Covina, CA | Match Score: 80.
  - Name: Luis Rodriguez Olivera | Address: Zapopan, Jalisco | Match Score: 79.
  - Name: Oscar Luis Ventura-Rodriguez | Address: Folkston, GA | Match Score: 69.
  - Name: Arturo Luis Luna Tapia | Country: Colombia | Match Score: 65.

-See attached TLOxp Comprehensive Report for further information.

Utilizing TLOxp, I conducted a business search on each of Luis' (4) businesses, which had the following results (in summary):

- Chums Shrimp Shack LLC:  
There were (2) results - a business record and a corporation record. I ran business reports on both of the results (see attached).
- Antigua Mexican Grill LLC:  
There were (2) results - a business record and a corporation record. I ran business reports on both of the results (see attached).
- Antigua Mexican Brunch and Grill INC.:  
There was (1) result - a business record. I ran a business report on the result (see attached).
- Antigua Mexican Grill #3 INC.:  
There was (1) result - a business record. I ran a business report on the result (see attached).

#### **RECORDS CHECKS:**

I conducted records check with the following agencies, and received the following results (in summary):

- Kane County Sheriff's Dept.: No record.
- McHenry County Sheriff's Office: No records of subject.
- Woodstock Police Dept.: *"After a thorough search, I have only found one report involving Mr. Rodriguez Tapia, and it was a citation / warning (see attached). I was unable to find any contacts for the business as well."*
  - The attached document was for a Traffic Stop on 06/19/2023 for Operate a Motor Vehicle While Using An Electronic Communication Device (23-17417).
- Algonquin Police Dept.: I ultimately received two reports from this agency. Below is a summary of each report:
  - Report: AL-19-009094 | Burglary From Motor Vehicle:
    - Sonia Alvarez and Luis G. Rodriguez-Tapia are the victims in this case - (see narrative for further information).
  - Report: AL-22-015981 | Unlawful Sale of Alcohol to a Minor:

- On 12/14/22, Ofc. Zahara conducted a covert investigation at 2160 Lake Cook Rd. (Antigua Mexican Brunch & Grill). The purpose of the investigation was to ascertain compliance with local ordinances pertaining to the sale of alcohol to minors.
  - Det. Sgt. Salazar advised that he observed the minors enter the business and sit at the bar. Det. Sgt. Salazar advised that the bartender, approached the minor's [sic] and asked what they would like to drink. The minor's [sic] requested two bottles of Modelo brand beer. The bartender requested to see the minor's [sic] identification. Det. Sgt. Salazar advised that he observed the bartender grab each of the minor's [sic] vertical Illinois driver's licenses, look at them, and then hand them back to the minors. The bartender grabbed two 12 oz bottles of Modelo brand beer from the cooler, open them up, and then place them in front of the minors. The minors then requested to pay for the beers. The bartender gave the minors their requested check for the beers. The minors gave the bartender \$20.00 US currency and then received change back.
  - Ofc. Zahara made contact with the bartender, and advised him of the two Unlawful Sale of Alcohol to a Minor violations that just occurred.
  - Ofc. Zahara completed and issued the bartender a Village of Algonquin Municipal Code Violation Citation for two counts of Unlawful Sale of Alcoholic Liquor to a Minor.
  - The bartender stated that he was BASSET certified but could not provide his license. Ofc. Zahara conducted a BASSET card lookup on the Illinois Liquor Commission website which revealed that the bartender did not have BASSET certification.
  - It should be noted that Ofc. Zahara did not observed [sic] the proof of age sign, the pregnancy warning sign, Village of Algonquin Warning to Persons Under 21 Years of Age Placard, and the State of Illinois Liquor License displayed in plain view with the business.
- Carpentersville Police Dept.: *"Good afternoon Robert, Per your request please see below for all police contact found with our department."*
  - The response depicted Tickets & Citations activity (Parking / Ordinance charges, and a Warning), and Case (2016-12407). I later received a copy of report (2016-12407), which is summarized below:

- Report: 2016-12407 | Disturbance:
  - On 09/24/2016 at approximately 1731 hours officers were dispatched to 157 Sioux Ave. for a disturbance. The caller advised three male Hispanic subjects were outside breaking glass and throwing it on the street.
  - The male subject caller, wanted to remain anonymous, and had called moments before for a Noise Complaint for landscaping noise at the same address of 157 Sioux Ave.
  - Per the Local Ordinance Landscaping Equipment can be used during the day, but not between the hours of 2000 to 0700 (8.16.040(I) Specific Noise Restrictions).
  - Officers arrived on scene for the Disturbance, but there were no male subjects outside of the address or any glass on the roadway.
  - Officer Cervantes spoke with the neighbor at 159 Sioux Ave., who said she had been outside most of the day and had not heard or seen anyone break glass and throw it on the roadway. The neighbor did advise the neighbor at 157 Sioux Ave. was cutting grass, but there was no issue.
  - Officers then spoke with the resident of 157 Sioux Ave., Luis G. Rodriguez, who said he had cut the grass, but there was no issue. Luis then advised he had been having an issue with a resident of 151 Sioux Ave. in the past.
  - Officers then went to 151 Sioux Ave. and spoke with a female subject, who said her husband was the one that had called for a Noise Complaint moments earlier, regarding landscaping noise. Officers know the husband of the female subject, due to prior contacts with him (Gunnar Lakey Jr.). The wife of Gunnar was advised to let him know he needed stop calling 911 and making false police reports.
  
- Crystal Lake Police Dept.: I ultimately received (3) reports from this agency, which are summarized below:
  - Report: CL-23-019325 | CL 329-19 SALES OF ALCOHOL:
    - On 09/21/23, the Crystal Lake Police Department conducted a round of liquor compliance checks at predetermined local businesses that carried valid City of Crystal Lake liquor licenses.

- On 09/21/23, CS #23-06 (Confidential Source) entered the front doors of Antigua Mexican Grill, during regular business hours, and sat at the bar. CS #23-06 requested a Miller Light from the bartender, later identified as Jean Claude Vinasco Rodriguez. Jean Claude poured a Miller Light beer from the tap, and provided the beverage to CS#23-06. CS#23-06 was never asked for any identification.
- Detective Maloney asked Jean Claude if he could tell him what happened. He advised he was busy and did not check the ID of the minor while he served him. Jean Claude was issued a citation.
- Report: CL-22-003812 | INFORMATION FOR POLICE:
  - On 03/16/22, Ofc. Harvat assisted Attorney John Cowlin and attempted to serve Luis Rodriguez Tapia, owner of Antigua Mexican Grill (1500 Carelemont Dr), with an order regarding a recent incident in which the business sold liquor to a minor. Ofc. Harvat responded to Antigua and met with a manager, who reported that Luis is on vacation and will not return until a later date in March 2022.
  - Ofc. Harvat responded to the business on 03/29/22 and met with Luis. Luis was provided with the order regarding the incident.
- Report: CL-22-002427 | CL 329-19 SALES OF ALCOHOL:
  - On 02/22/22, the reporting officer participated in the first round of alcohol compliance checks at local businesses.
  - The CS (Confidential Source) and the officer entered Antigua Mexican Restaurant, at which time they walked to the bar area of the restaurant. After sitting down they were greeted by employee Concepcion Hernandez Villanueva. Upon speaking with Concepcion the CS asked to purchase a Miller Lite beer. Concepcion asked the CS for their identification, at which time the CS provided their valid identification card. Concepcion reviewed the card and returned to the CS with an opened, 12oz. Miller Lite beer. The CS provided a \$5 USC bill, at which time Concepcion returned with change and a receipt.
  - The officer informed Concepcion that he would be issuing an adjudication citation for Unlawful Sale of Alcohol to a Minor.

-Refer to all of the attached police reports and responses/documents for further information.

A check in New World / Aegis Link for Luis had negative results.

A check in CLEAR for Luis yielded negative results.

**SITE VISIT:**

On 03/26/24, I responded to Chums Shrimp Shack (2115 W. Main St.) and met with Luis. The physical layout of the business appeared to be consistent with the hand-drawn floor plan included in the application. Luis confirmed that he does not have a blueprint of the floor plan.

In summary, I asked Luis why he did not disclose of the 2022 liquor violation of his Crystal Lake restaurant. Luis explained that he thought I was only asking about the more recent violations. Luis explained that he is paying the Crystal Lake Police to conduct compliance checks with a minor at his Crystal Lake restaurant – once every two months.

This concluded this background investigation.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "MCM 368".

Det. Sgt. Vicicondi #368

City of St. Charles, Illinois Liquor Control Commission  
CITY RETAIL LIQUOR DEALER LICENSE APPLICATION



Incomplete applications will not be accepted.

Applications may be submitted to: 2 E. Main Street, St. Charles, IL 60174-1984

**Business Name**

**APPLICATION CHECKLIST**

Check items to confirm all are attached to this application	Applicant	Office Use
<b>Application Fee of \$200 (5.08.070C)</b> non-refundable Non-refundable	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Completed Application</b> for all questions applicable to your business.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Copy of Lease/Proof of Ownership</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Copy of Dram Shop Insurance</b> or a letter from insurance agent with a proposed quote.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Copy of Articles of Corporation</b> , if applicable.	<input type="checkbox"/>	<input type="checkbox"/>
<b>Completed B.A.S.S.E.T. (Beverage Alcohol Sellers &amp; Servers Training) form</b> – 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 type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Copy of Site Plan for Establishment (Drawn to scale</b> including the parking lot, patio and/or deck, outdoor seating).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Copy of Floor Plan for Establishment (Drawn to scale and must include</b> 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 type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Copy of Business Plan, to include:</b> <input checked="" type="checkbox"/> Hours of Operation <input checked="" type="checkbox"/> Copy of Menu <input type="checkbox"/> Whether or not live music will be played at this establishment <i>No</i> <input type="checkbox"/> Will there be outdoor seating and/or outdoor designated smoking area <i>No</i> <input type="checkbox"/> <b>Do not include a marketing or financial plan with this business plan</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Are any building alterations planned for this site?</b> 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. <i>None</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>All managers have been fingerprinted who are employed by your establishment.</b> 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 type="checkbox"/>	<input type="checkbox"/>
<b>Alcohol Tax Acknowledgement and Business Information Sheet</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**OFFICIAL USE ONLY**

\_\_\_\_\_  
Signature of Investigating Officer

\_\_\_\_\_  
Badge Number & Rank

Approval Recommended\*

Approval NOT Recommended

\_\_\_\_\_  
Signature of Chief of Police

\_\_\_\_\_  
Date

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



Date Application Received: \_\_\_\_\_

**LICENSE INFORMATION:**

- A Package \$3200-3600   
 A1   
 A2   
 A4   
 A5   
 A6  
 B Restaurant \$2400-3600   
 B1   
 B2   
 B3   
 Late Night Permit 1:00am \$800 (B/C only)  
 C Tavern \$2400-3600   
 C1   
 C2   
 C1   
 Late Night Permit 2:00am \$2300 (B/C only)  
 D Hotel/Banquet/Arcada/Q-Center/Entertainment/Club - \$varies   
**D-Type** \_\_\_\_\_  
 G Brewery/Restaurant or Site License - \$varies   
 G1   
 G2  
 H Catering License - \$varies   
 H1   
 H2

*\*Initial Liquor License fees for A, B, C, D, G are reduced by 50% for annual renewals and licenses issued after Nov 1.  
 \*Licenses are valid until April 30 following issuance and a renewal application is required for the next year (May 1-April 30) (5.08.040)*

**APPLICANT INFORMATION**

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

2. Business Name:  
 Chums Shrimp Shack

3. Business Address:  
 2115 W Main St St. Charles IL 60174

4. Type of Business (5.08.070-3): Restaurant	5. Length of Time in this Business (5.08.070-4): 2 years	6. Value of merchandise that normally will be in inventory when in operation (5.08.070-5): \$ 3,000.00	
7. Business Phone: 224 484-8098	8. Business E-mail: chumshrimpshack@gmail.com	9. Business Website:	10. Illinois Tax ID Number: 4307-3638
11. Applicant/Contact Person Name: Luis G. Rodriguez		12. Title: owner	13. Email: grupogr07@outlook.com

18. If Corporation, Corporation Name:  
 Chums Shrimp Shack LLC

19. Corporation Address (city, state, zip code):  
 2115 W Main St St. Charles IL 60174

**ADDITIONAL OWNERS, INVESTORS (greater than 5% interest), and MANAGER INFORMATION**

Full Name, include middle initial: \_\_\_\_\_ Title: owner

Full Name, include middle initial: \_\_\_\_\_ Title: \_\_\_\_\_  
 Birthdate: \_\_\_\_\_ Birthplace: \_\_\_\_\_ Driver's License#: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
 Home Address, and all addresses for the last 10 years: \_\_\_\_\_ Email Address: \_\_\_\_\_

Full Name, include middle initial: \_\_\_\_\_ Title: \_\_\_\_\_  
 Birthdate: \_\_\_\_\_ Birthplace: \_\_\_\_\_ Driver's License#: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
 Home Address, and all addresses for the last 10 years: \_\_\_\_\_ Email Address: \_\_\_\_\_

**BUSINESS ESTABLISHMENT LOCATION INFORMATION**

1. Exact Street Address for liquor license: 2115 W Main St St. Charles IL 60174	2. # Parking Spaces: 20	3. Outside Dining s.f. [17.20.020-R]:	4. Total Building s.f.:
5. Total # Seats: 22	6. Live Entertainment Area s.f. [5.08.010-H]:		
7. Brief Business Plan description based on type of establishment listed above (5.08.070-6): seafood restaurant			

**PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY**

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

1.	Every application for Liquor license shall have attached thereto a site drawing of the proposed licensed premises, drawn to scale showing the following: 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 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is any individual a naturalized citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No                  If yes, print name(s), date(s), and place(s) of naturalization:</p>
2.	<p>Is the premises owned or leased (5.08.070-6A)? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased</p>
3.	<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> R2 Investments LLC <span style="float: right;"><b>Phone Number:</b> 630 674-8414</span></p> <p><b>Address of Building Owner:</b> 423 S Second St St Charles IL 60174 <span style="float: right;"><b>E-mail Address:</b></span></p> <p><b>Mailing Address of Building Owner (if different):</b></p> <p><b>Name of Building Owner:</b> <span style="float: right;"><b>Phone Number:</b></span></p> <p><b>Address of Building Owner:</b> <span style="float: right;"><b>E-mail Address:</b></span></p> <p><b>Mailing Address of Building Owner (if different):</b></p> <p><b>Name of Building Owner:</b> <span style="float: right;"><b>Phone Number:</b></span></p> <p><b>Address of Building Owner:</b> <span style="float: right;"><b>E-mail Address:</b></span></p> <p><b>Mailing Address of Building Owner (if different):</b></p>
4.	<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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please list the business name(s) and address(es):</p>
5.	<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?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued. (5.08.050)</i></p>
6.	<p>Are any improvements planned for the building and/or site that will require a building permit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, has a building permit been applied for? <input type="checkbox"/> Yes <input type="checkbox"/> No <span style="float: right;">Date of permit application _____</span></p>
7.	<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>If yes, what was the disposition of the application? Explain as necessary:</p>

8.	<p>Has applicant (and all persons listed on page 2 of this application) ever been convicted of a felony under any Federal or State law, or convicted of a misdemeanor opposed to decency or morality (5.08.070-8)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Is applicant (and all persons listed on page 2 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>
9.	<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> _____ <b>Location, City/State:</b> _____</p> <p><b>Date:</b> _____ <b>Special Explanations:</b> _____</p> <p><b>Government Unit:</b> _____ <b>Location, City/State:</b> _____</p> <p><b>Date:</b> _____ <b>Special Explanations:</b> _____</p>
10.	<p>Have any liquor licenses possessed ever been revoked (5.08.070-9)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If <b>yes</b>, list all reasons on a separate, signed letter accompanying this application.</p> <p>Has any director, officer, shareholder, or any of your managers, ever been denied liquor license from any jurisdiction? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If <b>yes</b>, proceed to Question 15. If more space is needed, please attach a separate sheet of paper with the information.</p>
11.	<p><b>Complete ONLY if yes was answered to the question above (10):</b></p> <p><b>Name:</b> _____ <b>Name of Business:</b> _____</p> <p><b>Position with the Business:</b> _____ <b>Date(s) of Denial:</b> _____</p> <p><b>Reason(s) for Denial of License:</b> _____</p>
12.	<p><b>Date of Incorporation (Illinois Corporations) (5.08.070-10):</b> _____</p> <p><b>Date qualified under Illinois Business Corporation Act to transact business in Illinois (Foreign Corporation):</b> _____</p>
13.	<p>Has the applicant and all designated managers read and do they all understand and agree not to violate any laws of the United States, the State of Illinois, and any of the ordinances of the City of St. Charles in conducting business (5.08.070-11)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you ever been convicted of a gambling offense? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If a partnership or corporation, include all partners and the local manager(s).)</p> <p>Will you and all your employees refuse to serve or sell alcoholic liquor to an intoxicated person or to a minor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

14.	<p>All individual owners, partners, officers, directors, and/or persons holding directly or beneficially more than five (5) percent in interest of the stock of owners by interest listed on page 2 of this application must be fingerprinted by the City of St. Charles Police Department (5.08.070-A12).</p> <p>Has this been done?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If yes, date(s):</p>
15.	<p>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)?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>If already furnished, date of delivery:</p>
16.	<p>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)?</p> <p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>

**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 (First, Middle, Last):    *Luis G Rodriguez*

Name (First, Middle, Last):	Birthdate:
Home Street Address, Incl City, State, Zip:	
Date of Course:	Place Course was Taken:
Certificate Granted? Y/N	Expiration:

Name (First, Middle, Last):	Birthdate:
Home Street Address, Incl City, State, Zip:	
Date of Course:	Place Course was Taken:
Certificate Granted? Y/N	Expiration:

Name (First, Middle, Last):	Birthdate:
Home Street Address, Incl City, State, Zip:	
Date of Course:	Place Course was Taken:
Certificate Granted? Y/N	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.**

**COMMENTS/ADDITIONAL INFORMATION**

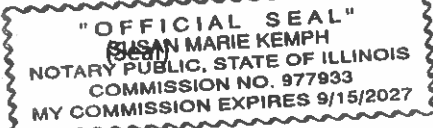
Business Name:

**SIGNATURES**

*L. D. Kemp*

Applicant's Signature

Subscribed and sworn before me this 14<sup>th</sup> day of March, 2024



*Susan Marie Kemp*  
Notary Public

**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: \_\_\_\_\_

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.	<p>Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
6.	<p>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.)</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
7.	<p>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</p>
8.	<p>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</p>
9.	<p>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</p>
10.	<p>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</p>
11.	<p>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</p>
12.	<p>From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If no, state exceptions:</p>
13.	<p>Have all persons named in this application been fingerprinted? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Fingerprinted by: _____ Date: _____</p>
14.	<p>Other necessary data:</p>

**City of St. Charles  
ALCOHOL TAX  
BUSINESS INFORMATION SHEET**

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

**BUSINESS CONTACT INFORMATION**

Corporate name: *Choms Shrimp Shack LLC*

DBA:

Phone: *224 484 8098* Fax:

E-mail:

Address: *2115 W Main St*

City: *Saint Charles*

State: *IL*

ZIP  
Code: *60174*

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

**TAX PREPARER INFORMATION**

Name of Tax Preparer: *Lois G. Rodriguez*

Phone: *224-345-1649* Fax:

E-mail: *grupogr07@outlook.com*

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





## ACKNOWLEDGEMENT OF ALCOHOL TAX

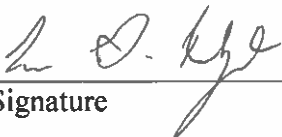
By signing below, I acknowledge that I have received the updated information on the City's alcohol tax. I understand that it is my responsibility to collect said tax on any alcohol sales effective immediately. It is also my responsibility to remit said taxes to the City by the due dates specified in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

Name Luis G. Robriguez

Title owner

Business Name Chums Shrimp Shack

Address 2115 W Main St St Charles IL 60174

  
Signature

03/14/2024  
Date

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



# Receipt

Date: February 16, 2024

Payment Method	Check No.	Received From
Cash	N/A	Luis Rodriguez

Notes: Lig. License B1 Application fee + fingerprint fee.

Qty	Cost	Description	Account Code	Fee
		Liquor License Class A - Packaged	100999-42100	\$ -
1	200	Liquor License Class B - Restaurants	100999-42101	\$ 200.00
		Liquor License Class C - Tavern/Bar	100999-42102	\$ -
		Liquor License Class D - Specific	100999-42103	\$ -
		Liquor License Class E - Temporary	100999-42104	\$ -
		Liquor Violations Fee	100999-42290	\$ -
		Massage Establishment License Fee/Renew	100999-42205	\$ -
		Loudspeaker License	100999-42210	\$ -
		Towing License	100999-42202	\$ -
		Scavenger/Refuse License	100999-42203	\$ -
		Bowling Alley License	100999-42204	\$ -
		Billiard License	100999-42206	\$ -
		Carnival License/Fees	100999-42210	\$ -
		Coin-Operated Amusement	100999-42220	\$ -
		Cigarette	100999-42230	\$ -
		Cigarette OTC	100999-42231	\$ -
		Theater License	100999-42240	\$ -
1	50	Fingerprint Fee (\$50 per person)	100999-46299	\$ 50.00
		Legal Fees	100120-54110	\$ -
		Miscellaneous Revenue/Legal Fees	100999-46299	\$ -
		Liquor License Late Fee	100999-45205	\$ -
		Tobacco/Massage Violations	100999-42290	\$ -
		Video Gaming Devices/License	100999-42225	\$ -
<b>Total</b>				<b>\$ 250.00</b>

Thank you for your business!

**SALE AND ASSIGNMENT OF OWNERSHIP  
OF  
CHUMS SHRIMP SHACK, LLC**

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

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

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

**3. Changes and Clarifications as Required.**

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

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

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

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

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

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

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

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

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

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

**(j) Indemnification.**

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

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

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

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

**(k) Miscellaneous**

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

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

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

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

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

or future exercise of that right or any other right hereunder by that party.

**(6) Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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

**SELLER:**

  
\_\_\_\_\_  
Jennifer Solare

**BUYER:**

DocuSigned by:  
  
\_\_\_\_\_  
Luis G. Rodriguez

3/1/2024

**EXHIBIT A**  
**EQUIPMENT AND FURNISHINGS**

**Owned by Landlord and transfers with Lease:**

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

**Owned by Tenant and Transfers with sale**

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

## EXHIBIT B

### Letter of Intent

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

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

### Offer Amount \$ 40,000.00

- A. Non-Refundable Deposit of \$20K: (Due with-in 24 hours of executed LOI)
- B. Owner Financing: Proof of Funds needs to be submitted at time of deposit
- C. Balance Due at Closing: \$ 20,000.00
- D. Total Purchase Price: **\$ 40,000.00**

1. The Purchase Price DOES include the purchase/transfer of all shares of corporate stock, remaining Inventory, website, social media accounts, and marketing folder.
2. The seller warrants that it has clear and marketable title to the business and assets being sold. Seller represents that all vendor invoices dated prior to closing will be paid in full on or before the closing date.
3. Buyer to secure lease assignment. Transfer of lease will be completed with management company.
4. The following adjustments shall be made at closing: Rent and security Deposit. Seller will pay all utility bills through the date of closing.
5. Liquor & Gaming license will transfer over. Under the Village of St Charles, buyer will have to go in front of committee meetings for final approval, which may cause a pause in liquor and gaming for a limited time.
6. All equipment is in working condition, except Walk in Freezer was never repaired upon lease agreement and new needed by seller.
7. This document contains the entire understanding of the parties and there are no oral agreements, understanding or representations relied upon by the parties.
8. Training will be provided by owner for 1 weeks at no cost to buyer to train the buyer or manager on the operations and to transfer utilities and show how to use the equipment if needed. Owner will be available for telephone consultation for two more weeks thereafter in order to help resolve any issues at no cost to buyer.
9. All deposits shall be made within 24 hours of this signed letter of intent contract.
10. Bulk sales release, UCC Search, ides letter of clearance "OR STATEMENTS SHOWING" no tax liabilities or liens to be provided by Seller before closing.
11. Review and Acceptance of Lease and lease terms within 5 days of Receipt
12. Any modifications of this Letter of Intent must be in writing and signed by all parties
13. Closing date to be on or before **March 4th, 2024**



**EXHIBIT C**

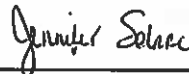
**ASSIGNMENT OF MEMBERSHIP INTEREST**

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

Dated: March 1, 2024

  
\_\_\_\_\_  
Jennifer Solare, Member

Dated: March 1, 2024

  
\_\_\_\_\_  
Jennifer Solare, Manager

## LANDLORD'S ACKNOWLEDGEMENT AND CONSENT AGREEMENT

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

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

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

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

**Now therefore**, it is agreed as follows:

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

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

**LANDLORD:**

**R2 Investments LLC**, an Illinois limited liability company

DocuSigned by:  
By: Ryan Corcoran  
Ryan Corcoran, member

DocuSigned by:  
By: Ryan Samuelson  
Ryan Samuelson, member

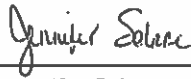
**TENANT:**

**Chums Shrimp Shack LLC**, an Illinois limited liability company


By:

Jennifer Solare, manager

Acknowledged and Agreed:



\_\_\_\_\_  
Jennifer Solare



\_\_\_\_\_  
Anthony Solare

DocuSigned by:



\_\_\_\_\_  
Luis G. Rodriguez



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2024

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

**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>		<b>CONTACT NAME:</b> Estefania Moreno	
Connect Insurance Group Inc		<b>PHONE (A/C, No, Ext):</b> (847) 628-9595	<b>FAX (A/C, No):</b>
1070 East Dundee Ave		<b>E-MAIL ADDRESS:</b> estefania@myconnectinsurance.com	
Ste B		<b>INSURER(S) AFFORDING COVERAGE</b>	
East Dundee IL 60118		<b>INSURER A:</b> FIDELITY & GUAR INS CO	<b>NAIC #</b> 35386
<b>INSURED</b>		<b>INSURER B:</b> FARMINGTON CAS CO	<b>41483</b>
CHUMPS SHRIMP SHACK		<b>INSURER C:</b>	
2115 W MAIN ST		<b>INSURER D:</b>	
ST CHARLES IL 601741669		<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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			BIP-1Y015877-24-42	03/06/2024	03/06/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GENL AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			UB - 000Y885191	03/05/2024	03/05/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	<b>LIQUOR LIABILITY</b>			BIP-1Y015877-24-42	03/06/2024	03/06/2025	LIMIT \$ 1,000,000
							AGGREGATE \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of St. Charles	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
2 E. Main Street	
St. Charles IL 60174	
	AUTHORIZED REPRESENTATIVE

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Form **LLC-5.25**  
July 2017

Illinois  
Limited Liability Company Act  
Articles of Amendment

FILE #

This space for use by Secretary of State.

Secretary of State  
Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 351  
Springfield, IL 62756  
217-524-8008  
www.ilsos.gov

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

**SUBMIT IN DUPLICATE**

Type or print clearly.

Filing Fee: \$50

Approved:

1. Limited Liability Company name: CHUMS SHRIMP SHACK, LLC

2. Articles of Amendment effective on:

the file date

a later date (not to exceed 30 days after the filing date)

Month, Day, Year

3. Articles of organization are amended as follows (check applicable item(s) below):

a) Admission of a new manager (give name and address below)\*

b) Withdrawal of a manager (give name below)

c) Change in address of the records office/principal place of business as required by Sec. 1-40 of the Act. (Give new physical number and street address, a P.O. Box alone or C/O is unacceptable.)

d) Change of registered agent and/or registered agent's office (Give new name and/or address below, address change to P.O. Box alone or C/O is unacceptable.)

e) Change in the Limited Liability Company's name (give new name below)\*\*

f) Change in date of dissolution (state perpetual or date of dissolution below)

g) Establish authority to issue series (fee \$300, see NOTE)

h) Other (give information in space below)\*

\* Only managers and any member with the authority of manager are required to be reported.

Additional information:

New Manager: Luis G. Rodriguez 1441 Glacier Parkway, Algonquin, IL 60102

Register Agent: Luis G. Rodriguez 1441 Glacier Parkway, Algonquin, IL 60102

\*\*New name of LLC (as changed): \_\_\_\_\_

A professional LLC registered with the Illinois Department of Financial and Professional regulations must contain the term Professional Limited Liability Company, PLLC or P.L.L.C. in its name. The specific professional service must also be stated in its purpose.

(continued)

LLC-5.25

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

Dated: March 1 2024  
Month/Day Year

Designated by  
Jennifer Solare  
Jennifer Solare, Manager  
Name and Title (type or print)

If applicant is signing for a company or other entity,  
state name of company or entity.

**NOTE:**

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

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

# Illinois BASSET Certification

**Luis G Rodriguez**

Certificate Number/Student ID: 55143  
Issued on: 3/4/2024

As per the ILCC, this temporary certificate is valid for 30 days.

CoursesForServers.com  
1-800-712-1707  
ILCC License#: 5A-1153145



Food Service Prep LLC  
13359 North Highway 183  
Suite 406-660  
Austin TX 78750

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

Luis G Rodriguez  
1441 glacier pkwy  
Algonquin, IL 60102

## Illinois BASSET Certification

**Luis G Rodriguez**

Certificate Number: 55143

Issued on: 3/4/2024

As per the ILCC, this temporary certificate is valid for 30 days

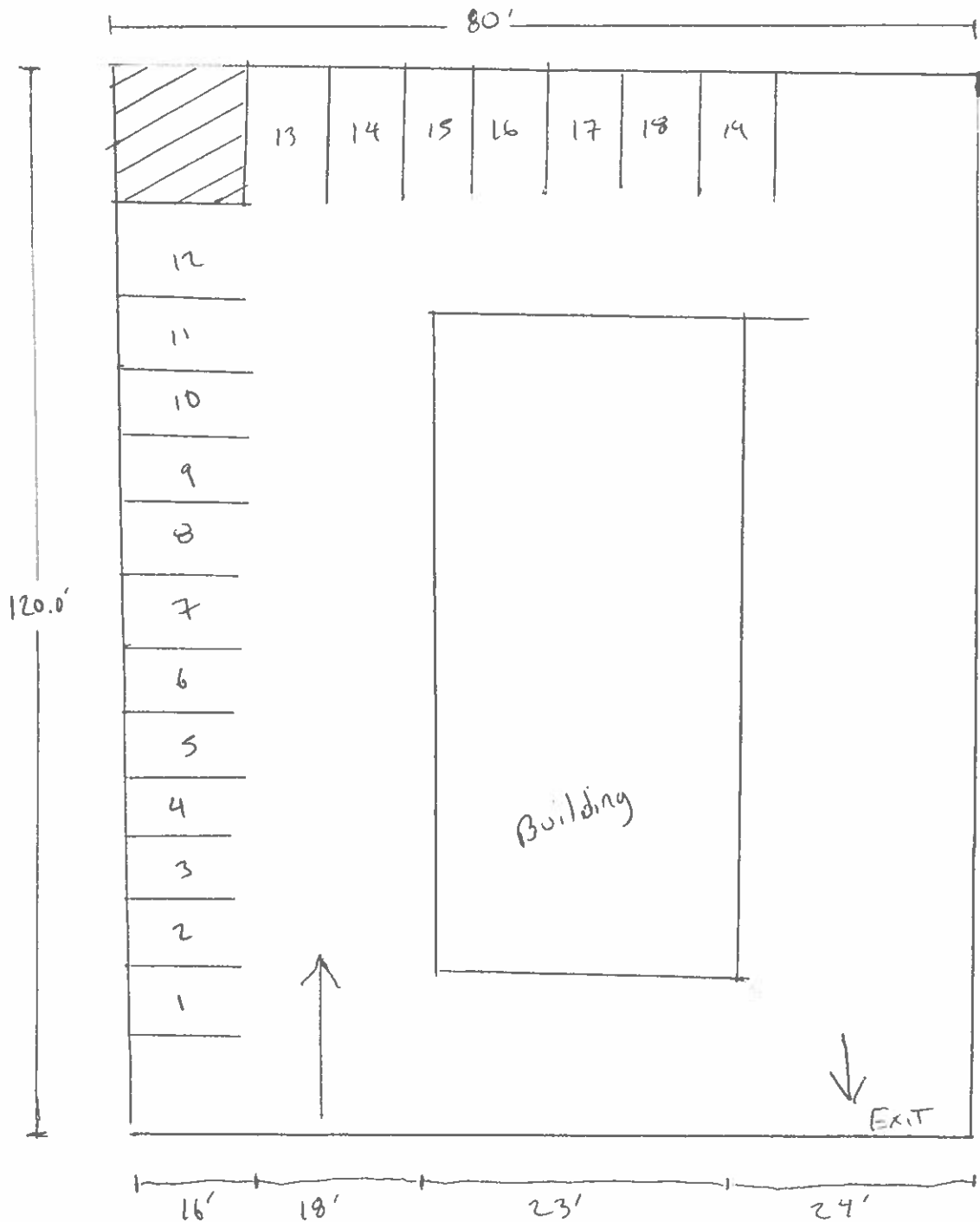
FoodServicePrep.com  
1-800-712-1707

Food Service Prep LLC  
13359 North Highway 183  
Suite 406-660  
Austin TX 78750

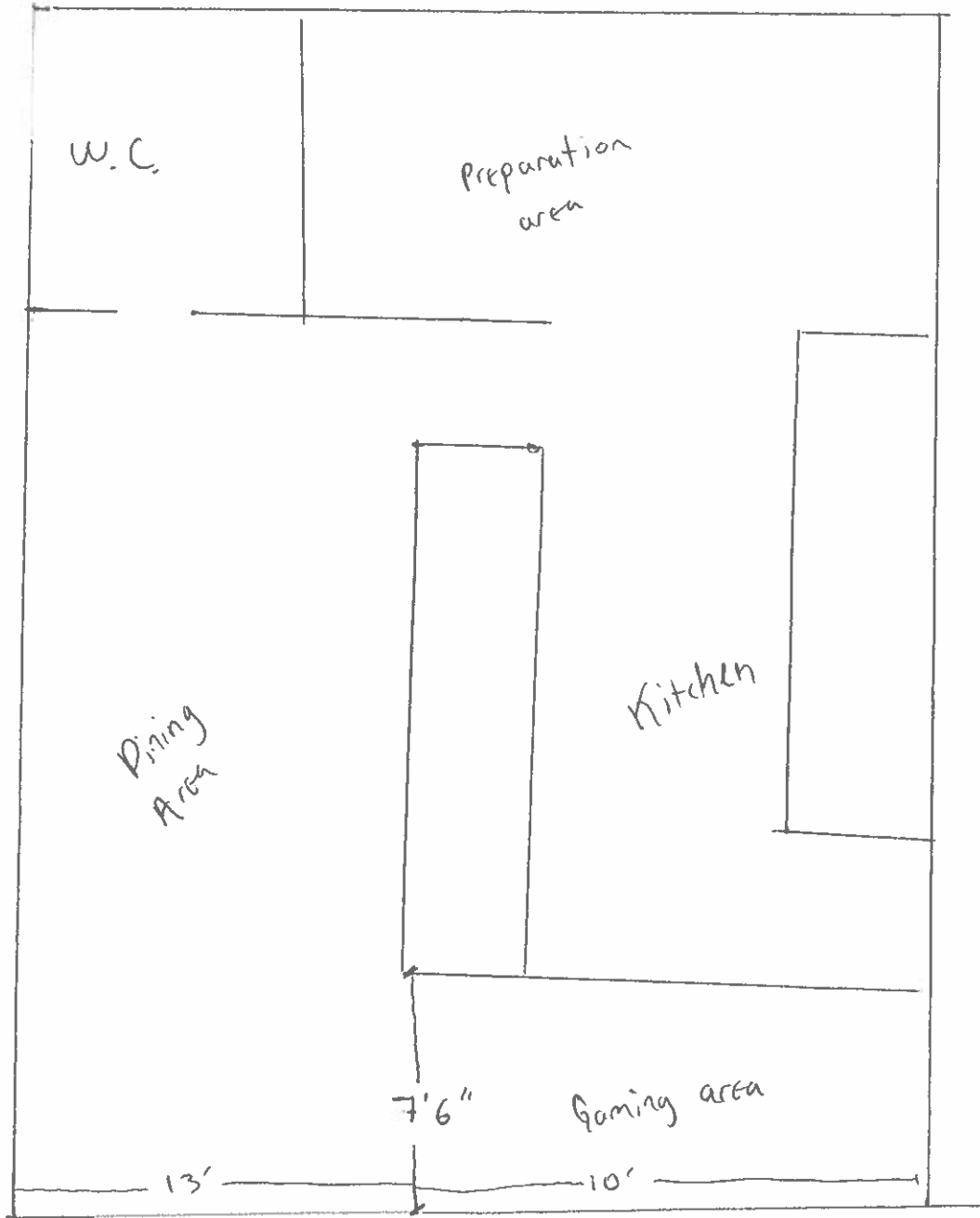




2115 W Main St St. Charles IL 60174



# Floor Plan



# CHUMS

## SHRIMP SHACK



2115 W. Main Street • St. Charles, IL 60174  
(224) 484-8098 • [chumsshrimpshack.com](http://chumsshrimpshack.com)

WE CATER ALL EVENTS!

### BY THE POUND

REGULAR, LEMON PEPPER OR SPICY  
1/2 LB INCLUDES 1 SAUCE, 1 LB INCLUDES 2 SAUCES.

<b>JUMBO SHRIMP</b> .....	1/2 LB \$11.99 / 1 LB \$21.99
(BEER BATTERED, COCONUT OR CRISPY)	
<b>FRIED WALLEYE</b> .....	1/2 LB \$11.99 / 1 LB \$20.99
<b>FRIED OYSTERS</b> .....	1/2 LB \$8.99 / 1 LB \$16.99
<b>RHODE ISLAND CLAM STRIPS</b> .....	1/2 LB \$9.99 / 1 LB \$18.99
<b>FRIED ICELANDIC COD</b> .....	1/2 LB \$7.99 / 1 LB \$15.99
<b>FRIED CATFISH STRIPS</b> .....	1/2 LB \$8.99 / 1 LB \$16.99
<b>BIG LOU'S FRIED SMELTS</b> .....	1/2 LB \$5.99 / 1 LB \$10.99
<b>CHICKEN TENDERS</b> .....	1/2 LB \$7.99 / 1 LB \$14.99
<b>FRIED CALAMARI</b> .....	1/2 LB \$8.99 / 1 LB \$16.99
<b>LOBSTER MAC &amp; CHEESE</b> .....	1/2 \$9.99 / FULL \$17.99
Chums Cheese Blend, Macaroni, Maine Lobster Meat, topped with homemade bread crumb mixture	
<b>CHUM SAMPLER</b> .....	\$16.99
2 Crispy, 2 Beer Battered, 2 Coconut, 2 Cod w/ French Fries or Cole Slaw	
<b>SHACK PLATTER</b> .....	\$74.99
1 lb Crispy Shrimp, 1 lb Coconut Shrimp, 1 lb Beer Battered Shrimp, 1 lb Chicken Tenders	

### SAUCE IS BOSS

- SHACK SAUCE
- COCKTAIL
- TARTAR
- SRIRACHA TARTAR
- JERK RANCH
- HONEY MUSTARD
- PINA COLADA
- SWEET & SOUR
- BOOM BOOM
- BBQ
- RANCH
- CILANTRO LIME

75¢

### HANDHELDS

SERVED WITH FRIES OR SLAW

<b>"THE CHUM" SANDWICH</b> .....	\$18.99
A Chum's Original! Sriracha mayo, Andouille sausage, grilled Cajun Shrimp, red & green peppers, bacon, cheese blend, on a po' boy roll	
<b>SURF &amp; TURF LOBSTER CHEESESTEAK</b> ..	\$19.99
Maine Lobster, Sirloin, Cheese, red and green peppers, spicy mayo, cilantro	
<b>BIG WALLY SANDWICH</b> .....	\$18.99
Fried Walleye, cabbage salad, American cheese, cabbage salad, pickles, tomato and Shack Sauce on a po' boy roll	
<b>COD SANDWICH</b> .....	\$12.99
Cabbage, pickle, tomato, and tartar	
<b>SHRIMP or OYSTER PO' BOY</b> .....	\$13.99
Cabbage salad, tomato, pickles & sriracha tartar on a po' boy roll. Add cheddar or American cheese \$0.99	
<b>SHRIMP QUESADILLA</b> .....	\$13.99
Cajun shrimp, chihuahua cheese, pico, bacon, served w/ jerk ranch on a flour tortilla	
<b>MOJITO LIME WRAP</b> .....	\$13.99
Grilled mojito shrimp, pico, cilantro cabbage, avocado, Jerk ranch on a flour tortilla	
<b>BOOM BOOM WRAP</b> .....	\$13.99
Crispy shrimp, cilantro cabbage, avocado & Boom Boom sauce on a flour tortilla	
<b>LOBSTER ROLLS</b> .....	(1) \$11.99 / (2) \$23.99
Maine Lobster, mixed with red onions, served a garlic buttered brioche bun	

### GRILLED FISH

SERVED OVER FRIES OR CABBAGE SALAD

<b>SHRIMP ITALIANO</b> .....	1/2 LB \$13.99 / 1 LB \$23.99
Gulf shrimp, Italian spices, garlic butter & white wine	
<b>DIABLO SHRIMP</b> .....	1/2 LB \$13.99 / 1 LB \$23.99
Gulf shrimp, Shack sauce, butter, white wine, crushed red pepper	
<b>MEDITERRANEAN WALLEYE</b> .....	1/2 LB \$13.99 / 1 LB \$23.99
Canadian walleye, Italian spices, lemon butter & White Wine	
<b>CAJUN CATFISH</b> .....	1/2 LB \$9.99 / 1 LB \$17.99
Fresh Catfish strips, spices, Cajun Butter, White Wine	

### SMALL BITES

<b>CHUMS SKEWERS</b> .....	\$6.00 / EA
Grilled Andouille sausage & Cajun Shrimp on a skewer	
<b>HUSH PUPPIES</b> .....	\$4.99
<b>CRAB RANGOON ANCHORS (6)</b> .....	\$8.99
<b>GARLIC BREAD</b> .....	\$1.99
<b>CHEESY GARLIC BREAD</b> .....	\$2.99
<b>HOMEMADE SLAW (8 OZ)</b> .....	\$3.49
<b>FRIES</b> .....	\$4.49
<b>LOADED FRIES</b> .....	\$8.99
Cheese, Bacon, and Onions	
<b>ONION RINGS</b> .....	\$4.49

### LIL' CHUMS

SERVED WITH FRIES

<b>CHICKEN TENDERS</b> .....	\$6.99
<b>COD NUGGETS</b> .....	\$6.99
<b>CHEESE QUESADILLA</b> .....	\$6.99
<b>SHRIMP</b> .....	\$6.99




Monday - Sunday 11 am - 9 pm

Day	Time	Event
Monday	11:00 AM	Open House
Monday	12:00 PM	Lunch
Monday	1:00 PM	Workshop
Monday	2:00 PM	Workshop
Monday	3:00 PM	Workshop
Monday	4:00 PM	Workshop
Monday	5:00 PM	Workshop
Monday	6:00 PM	Workshop
Monday	7:00 PM	Workshop
Monday	8:00 PM	Workshop
Monday	9:00 PM	Workshop
Tuesday	11:00 AM	Open House
Tuesday	12:00 PM	Lunch
Tuesday	1:00 PM	Workshop
Tuesday	2:00 PM	Workshop
Tuesday	3:00 PM	Workshop
Tuesday	4:00 PM	Workshop
Tuesday	5:00 PM	Workshop
Tuesday	6:00 PM	Workshop
Tuesday	7:00 PM	Workshop
Tuesday	8:00 PM	Workshop
Tuesday	9:00 PM	Workshop
Wednesday	11:00 AM	Open House
Wednesday	12:00 PM	Lunch
Wednesday	1:00 PM	Workshop
Wednesday	2:00 PM	Workshop
Wednesday	3:00 PM	Workshop
Wednesday	4:00 PM	Workshop
Wednesday	5:00 PM	Workshop
Wednesday	6:00 PM	Workshop
Wednesday	7:00 PM	Workshop
Wednesday	8:00 PM	Workshop
Wednesday	9:00 PM	Workshop
Thursday	11:00 AM	Open House
Thursday	12:00 PM	Lunch
Thursday	1:00 PM	Workshop
Thursday	2:00 PM	Workshop
Thursday	3:00 PM	Workshop
Thursday	4:00 PM	Workshop
Thursday	5:00 PM	Workshop
Thursday	6:00 PM	Workshop
Thursday	7:00 PM	Workshop
Thursday	8:00 PM	Workshop
Thursday	9:00 PM	Workshop
Friday	11:00 AM	Open House
Friday	12:00 PM	Lunch
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Sunday	3:00 PM	Workshop
Sunday	4:00 PM	Workshop
Sunday	5:00 PM	Workshop
Sunday	6:00 PM	Workshop
Sunday	7:00 PM	Workshop
Sunday	8:00 PM	Workshop
Sunday	9:00 PM	Workshop

The following information is provided for your reference. The dates and times listed above are subject to change without notice. Please check the website for the most current information.

For more information, please contact the office at (555) 123-4567 or visit our website at www.example.com.

We look forward to your participation in our upcoming events.

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5
	Title:	Recommendation to approve Late Night Permits for Class B & C Licenses in the City of St. Charles for FY 2024/2025	
	Presenter:	Police Chief Keegan	
<b>Meeting:</b> Liquor Control Commission		<b>Date:</b> April 15, 2024	
<b>Proposed Cost:</b>		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<p><b>Executive Summary</b> (if not budgeted, please explain):</p> <p>Per St. Charles City Code, the attached memo and spreadsheet memorialize the annual late-night permit request for all Class B and C liquor license holders for the fiscal year 2024/25. As the City Council is aware, the aforementioned liquor licenses are all licensed until midnight and permitted per our code to request either a 1:00 am or 2:00 am late-night permit on an annual basis.</p> <p><b>There are 27 late-night permit requests this year:</b></p> <ul style="list-style-type: none"> <li>• 18 are B licenses (Last year 21)</li> <li>• 9 are C licenses (Last year 8)</li> <li>• 13 locations are requesting to stay open until 1:00 am (last year 13)</li> <li>• 14 locations are requesting 2:00 am permit requests (last year 16)</li> <li>• No businesses requested changes from 1:00 am to 2:00 am or from a 2:00 am to 1:00 am late-night permit</li> </ul> <p><b>There are no new late-night permit requests.</b></p>			
<p><b>Attachments</b> (please list):</p> <p>Memo, Late Night Permit Renewal Information 2024/2025</p>			
<p><b>Recommendation/Suggested Action</b> (briefly explain):</p> <p>Recommendation to approve Late Night Permits for Class B &amp; C Licenses of the City of St. Charles for FY 2024/2025.</p>			



# Memo

Date: April 4, 2024  
To: Lora Vitek, Mayor-Liquor Commissioner  
From: James Keegan, Chief of Police  
Re: 2024/25 Late-Night Permits

---

Pursuant to city code, I have reviewed the attached late-night permit request for FY24-25.

Each permit request was vetted by the respective city department to ensure compliance with fees, payments, permits, etc. As a means to identify our city code as it pertains to late night permitting, I've included the attached ordinance language as a frame of reference. Please see below:

---

## **City Ordinance/5.08.095 Late Night Permit**

- C. Annually, the liquor license renewal process shall commence on the first city business day in February. Current license holders shall submit a renewal application and include any requested changes. For those license holders applying for a new or renewing a late-night permit, they are required to specify whether they are applying for the 1:00 a.m. or the 2:00 a.m. permit. In addition, any new or renewal applications shall include a current business concept outlining the operations intended during the late-night permit term of one year, in conjunction with the liquor license to be issued on May 1 of the same year. Failure to provide a timely renewal application or late-night permit application may result in a delay in issuing said license and permit by May 1 of that year.
- D. Upon receipt of a new or renewal application, the Liquor Commissioner shall cause a review of the previous year license application to determine whether there have been any changes noted with regard to ownership, management or business concept. This application shall be forwarded to:
  - 1. Chief of Police
  - 2. Fire Department

3. Finance Department
  4. Community Development Department
- E. The city departments indicated in Section D will review any infractions of any city code, reflecting negatively on the license holder that should be taken into account by the Liquor Control Commission and City Council. That information shall be returned to the Liquor Commissioner for review. In addition, the Chief of Police shall cause a review of the police related activity which will support a recommendation from the Chief of Police on whether the late-night permit shall be issued and whether a 1:00 a.m. or 2:00 a.m. closing is recommended based on the permit application. The Chief of Police shall forward the recommendation to the Liquor Commissioner.
- F. Any application and recommendation for a new or renewal of a late-night permit, shall be reviewed by the Liquor Control Commission. Based on this review the Local Liquor Commissioner shall make a recommendation on issuance to City Council. An applicant for a late-night permit shall have the opportunity to be present and provide input on said application, prior to the Liquor Control Commission making a recommendation. Late night permits and renewals of late-night permits shall be issued by the Liquor Commissioner with the advice and consent of the City Council.
- G. Any new liquor license application where a new late-night permit is also applied for shall follow the same review process as outlined in paragraphs B, C, D, E and F of this Chapter.
- H. Notice of Violation Process-Late Night Permit. If during a liquor license year, May 1 through April 30, where a liquor license holder has been issued a late-night permit and a notice of violation is issued by the Liquor Control Commissioner, the Liquor Control Commission shall hold a hearing on the matter. The liquor license with the late-night permit shall be given notice of the purpose, date, time and location of the hearing in a similar manner to a liquor license violation. The matter will be heard before the Liquor Control Commission in the same manner as any license violation. The Liquor Control Commission shall provide advice and consent to the Local Liquor Control Commissioner, who shall make a final decision on the matter.
- I. Cause to Reduce Hours, Revoke Late Night Permit or Not Issue Late Night Permit. In the event that a liquor license holder, has applied for or been issued a late-night permit, and has demonstrated circumstances giving reason to review whether that late-night permit shall be issued, reduced in hours or revoked, the Liquor Control Commission shall receive input from these city departments:
1. Finance Department as it relates to unpaid fees, utilities or city taxes;

2. Fire Department as it relates to repetitive fire code violations affecting health and safety;
  3. Community Development Department, Building and Code Enforcement Division as it relates to building code violations;
  4. Police Department as it relates to repetitive calls for service that are indicative of underage patrons, over service of patrons, or liquor license violations affecting the safety of the general public where the licensee is not taking proactive measures to abate the problems;
  5. Other departments with applicable information.
- J. The license holder shall have the opportunity to respond to information in a public hearing prior to any action being taken, by the Liquor Control Commission before sending any recommendation to City Council.
- K. The Liquor Control Commission may recommend the issuance or denial of a requested late-night permit for 1:00 a.m. or 2:00 a.m., or reduction in hours based on cause to the City Council for final decision.

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I recommend in favor of the aforementioned requests as identified in the attached spreadsheet. A total of 27-businesses are seeking late-night permits; 13/1 a.m. permits and 14/2 a.m. permits.

As always, I stand ready to answer any questions or concerns you might have in reference to my recommendation. Thank you in advance for your cooperation and consideration in this matter.



## Late-Night Permit Applications for 2024/25 Licensing Year

License Holder	Address	License Class	Permits		
3RD STREET PUB	11 N Third Street, Units B & C	B	1AM		
COOPER'S HAWK	2222 Damon Street	B	1AM		
EDEN ON THE RIVER	1 W. Illinois St., Suite 160	B	1AM		
MCNALLY'S	109 W Main Street	B	1AM		
SPOTTED FOX ALEHOUSE	3615 E Main St	B	1AM		
TAP HOUSE GRILL	3341 W Main St	B	1AM		
THE GRACEFUL ORDINARY	3 E. Main Street	B	1AM		
THE OFFICE	201 E Main Street	B	1AM		
WHISKEY BEND	222 W Main Street	B	1AM		
ALIBI BAR & GRILL	12 N 3Rd Street	B	2AM		
ALLEY 64	212 W Main St	B	2AM		
CRAZY FOX, LLC	104 E Main Street	B	2AM		
FLAGSHIP ON THE FOX	100 South Riverside Avenue	B	2AM		
RIVERSIDE PIZZA & PUB	102 E Main Street	B	2AM		
ROOKIES	1545 W Main St	B	2AM		
THE EVERGREEN PUB & GRILL	1400 W Main St	B	2AM		
THE FILLING STATION	300 W Main St	B	2AM		
THE HIVE	204 W. Main Street	B	2AM		
GLOBAL BREW	2100 PRAIRIE STREET	C	1AM		
R-HOUSE	214 W Main Street	C	1AM		
RUDY'S	210 W. Main Street	C	1AM		
THE LEWIS	106 E. Main Street	C	1AM		
BOGART'S BAR	219 W Main Street	C	2AM		
DUKES NORTHWOODS, LLC	7 E. Main Street	C	2AM		
SECOND STREET BAR & GRILL	221 S Second St	C	2AM		
THE BEACH HUT	8 N. Third Street	C	2AM		
THE HOUSE PUB	16 S Riverside Ave	C	2AM		
<b>Totals:</b>		Liquor Class B	18	13	1 a.m.
		Liquor Class C	9	14	2 a.m.