

### AGENDA HAMPSHIRE LIQUOR COMMISSION MEETING July 7, 2022 6:00 P.M.

- 1. Call to Order.
- 2. Establish Quorum.
- 3. Approve Meeting Minutes of December 16, 2021.
- 4. Liquor License: Hampshire Coon Creek Day's Inc. August 25 28, 2022 Liquor License: Early Times Street Rods August 14, 2022
- 5. Review Liquor License Application Jimmy's Sports Bar LLC. d/b/a Harps Lounge
- 6. Other Business
- 7. Adjournment.

### MEETING OF THE LIQUOR COMMISSION MINUTES December 16, 2021

The meeting of the Village of Hampshire Liquor Commission was called to order by Chairman Michael J. Reid, Jr. at 6:35 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday, December 16, 2021.

A quorum was established.

Present: Toby Koth, Lionel Mott, Mike Reid, Jr.

Absent: none

In addition, present in-person were Village Manager Jay Hedges, Deputy Village Clerk Josh Wray, and Police Chief Brian Thompson.

### **PUBLIC COMMENTS**

none

### **MINUTES**

Commissioner Koth moved to approve the minutes of December 2, 2021.

Seconded by Commissioner Mott Motion carried by roll call vote.

Ayes: Koth, Mott Nays: None Absent: None

### **LIOUOR LICENSES**

A Motion to Approve 2022 Liquor Licenses for Newman's Pub, Red Ox Restaurant, T.A. of America, Blocks Fresh Market, and Jimmy's Sports Bar

Chairman Reid noted that all paperwork has been turned in correctly.

Commissioner Koth said we need to start telling these people to turn things in early because we're not going to keep doing these extra meetings for late submittals. Chairman Reid has discussed the process with Village Clerk Vasquez and Village Manager Hedges, and we'll have a better process next year. Commissioner Koth noted that we are continuing to grow, and late stuff like this will not work as we have more and more businesses.

Commissioner Mott asked if the license for Jimmy's is being approve for the current or new owner. Chairman Reid said it is for the current owner; any new owner will have to re-apply.

Commissioner Koth moved to approve the 2022 liquor licenses for Newman's Pub, Red Ox Restaurant, T.A. of America, Blocks Fresh Market, and Jimmy's Sports Bar.

Seconded by Commissioner Mott Motion carried by roll call vote. Ayes: Koth, Mott, Reid Nays: None Absent: None

### **OTHER BUSINESS**

Chairman Reid asked the Commission if, as Hampshire grows, the Village should consider changing the closing time for bars so they can stay open until 2am like other communities allow. They could also consider allowing them to stay open an extra hour during daylight savings when the clock jumps forward. He asked Chief Thompson if there have there been problems with people leaving our bars at 1am to go to another town until 2 then driving back and causing accidents or other problems. Chief Thompson responded that he has not seen that issue. Chairman Reid noted this might also be a concern for competition for development with other towns. Commissioner Koth said if it isn't broke, don't fix it.

### **ADJOURNMENT**

Commissioner Koth moved to adjourn the Liquor Commission meeting at 6:43 p.m.

Seconded by Commissioner Mott Motion carried by roll call vote.

Ayes: Koth, Mott, Reid

Nays: None Absent: None

Mike Reid, Jr., Liquor Commission Chairman



### Village of Hampshire 234 S. State Street, Hampshire, IL 60140

Phone: 847-683-2181 • www.hampshireil.org

### APPLICATION FOR LIQUOR LICENSE

DATE:
NAME OF BUSINESS: Hampshire Coon Creek Day's Inc SALES TAX ID:
NAME OF APPLICANT: Carl Palmisano
ADDRESS OF BUSINESS : 234 S State Street (PO Box 927)
BUSINESS PHONE NO.: 224-402-3273
MAILING ADDRESS:same
TO: Local Liquor Control Commission Village of Hampshire, Illinois
Pursuant to the provisions of Chapter IIIV, Alcoholic Liquor Regulations, of the Municipal Code of Hampshire, Illinois, as amended, and pursuant to Chapter 43 of the Illinois Revised Statutes, as amended, the undersigned hereby makes application for an Alcoholic Liquor License as follows:  1. License Class and Annual Fee (check one):
Class A-1 - \$1,500.00  Class A-2 - \$1,250.00  Class B-1 - \$1,500.00  Class B-2 - \$1,500.00  Class B-2 - \$1,500.00  Class C-1 - \$1,500.00  Class C-1 - \$1,500.00  Class C-2 - \$1,500.00  Class C-3 - \$1,750.00  Class C-3 - \$1,750.00
2. License Period:
Commencing on January 1, and ending December 31, or Commencing on <u>August 25th, 2022</u> and ending <u>Secondary 1</u> , <u>August 28th, 2022</u>
3. Type of Business Entity (check one):
Individual Corporation
Partnership Other (specify) Non-Profit-501c3

4. The following information must be provided with respect to any and all individual owners, partners, corporate officers, corporate directors, resident managers, and, if a corporation, all persons owning directly or beneficially more than 5% of the corporation stock:

NOTE: Full names must be listed with middle initials. Furthermore, the applicant must notify the Local Liquor Control Commission of change in the partnership, officers, directors, persons holding directly or beneficially more than 5% in interest of the stock or ownership interest, or managers of the establishment within ten (10) days of said change.

Name:Cari Palmisano	
BIRTHDAY:	
HOME ADDRESS:	
DRIVERS LICENSE#	HOME PHONE#
BUSINESS STATUS: 501c3	
PERCENTAGE OF STOCK HELD:0%	
Name:	
BIRTHDAY:	
HOME ADDRESS:	
DRIVERS LICENSE#	HOME PHONE#
BUSINESS STATUS:	
PERCENTAGE OF STOCK HELD:(If additional space is required, please a	
<ol><li>Is the applicant a citizen of the United States?</li><li>If naturalized, state date and place of naturalizat</li></ol>	
If an Illinois corporation, state date of corporation If a foreign corporation, state date qualified to transmissions Susiness Corporation Act	ansact business in Illinois pursuant to the Illinois
6. State the character of the applicant's business, as which it was formed Annual Festival	
7. State the location and physical description of the license and the nature of the business at such location.  Downtown Hampshire	
8. State whether the applicant has ever had a liquor State government or any municipality. Yes	
If answer is in the affirmative, state the name of the	A could be a second of the could be a second o

9.	f answer is in the affirmative, state the date and reason for such revocation	
10.	las the applicant and the designated managers read and do they understand and agree not iolate any of the liquor laws of the United States, the State of Illinois or any of the ordinance he Village of Hampshire in conducting business?	
11.	tate whether all individual owners, partners, officers, directors, persons holding more than f the corporate stock have been fingerprinted by the Illinois State Police and, if so the date nereofYes - June 2016	5%
	Note: This application will remain incomplete and will not be considered until question #11 can be answered in the affirmative.	
12.	tate the name of the person who will generally be managing the ongoing affairs of this busin t these premises Carl Palmisano	ness
	tate whether said manager has been fingerprinted by the Illinois State Police and, if so the chereof.  Yes -June 2016	late
	Note: This application will remain incomplete and will not be considered until question #12 can be answered in the affirmative.	-
13.	as the applicant attached Surety Bond and Certificate of Liability Insurance to this application ralready furnished it to the Village?  Yes	n
	the applicant does not own the premises for which the license is sought, does the applicant ave a lease for the full period for which the license is to be issued?Yes the answer is in the affirmative, attach a copy of said lease to the application.	t ——
15.	tate whether the applicant has ever been convicted of a felony offense under any Federal of tate law? None	r
16.	tate whether the applicant has ever been convicted of a violation of any Federal or State law oncerning the manufacture, possession or sale of alcoholic liquor?None	v
,	tate whether a Federal Gaming Device Stamp or Federal Wagering Stamp has been issued to be applicant, the premises, or to any corporation in which the applicant holds 5% or more ock?None	)
	answer is in the affirmative, has the stamp been issued for any portion or all of the time to overed by this applicant?	be
18.	the premises within 100 feet of any real property of any church, school, hospital, home for ged or indigent persons or for veterans, their wives or children, or any military or naval stat No	
19.	re the premises for which license is herein applied for a store or other place of business who ne majority of customers are minors of school age or where the principal business transacte onsists of school books, school supplies, food, lunches or drinks for such minors? <u>No</u>	

20. Does the applicant understand and agree that State or Village laws and ordinances will be ref that such violation may result in the suspension	ferred to the Local Liquor Control Commission and
•	·
22. Does the applicant understand and agree that shall not constitute property, nor shall it be sul nor shall it be alienable or transferable, volunt encumbered or hypothecated?	bject to attachment, garnishment or execution,
	ect to review by the Local Liquor Control  , please list and briefly describe, any and all ment during the period of this license. (If any e period of this license, such entertainment must the Hampshire Liquor Commission prior to being
SIGNATURE OF APPLICANT (S) CORPORATION SIGNATURES Pres.	INDIVIDUAL OR PARTNERSHIP SIGNATURES  CARL PALMISAND
STATE OF TUNOIS ) County of Kane )	
The undersigned swears that all statements are to	rue and correct.  almo
CORPORATE SEAL Subscribed and sworn to before me this	"OFFICIAL SEAL" SUSAN TASCHE NOTARY PUBLIC, STATE OF ILLINOIS
aday of UNE , 2022.	MY COMMISSION EXPIRES 5/29/2023 }

**Notary Public** 



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/23/2022

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).

C	ertificate holder in lieu of such endor	seme	ent(s)									
PRO	PRODUCER CONTACT NAME:											
II longe Agency						PHONE (A/C, No, Ext): 847 669 1600 FAX (A/C, No): 847 669 1647						
J L Jones Agency PO Box 959					E-MAIL ADDRESS:							
Huntley, IL 60142						INS	URER(S) AFFOI	RDING COVERAGE		NAIC #		
	,				INSURE	RA: US S	pecialty Insu	rance Company				
INSU	JRED				INSURE	RB: The G	roup and Bla	nket Accident & Healt	n Ins Trust			
	Hampshire Coon Creek Count	ry D	ays I	Inc	INSURE	RC:						
	PO Box 927				INSURE	RD:						
	Hampshire, IL 60140				INSURE	RE:						
					INSURE	RF:						
CO	VERAGES CER	TIFIC	CATE	NUMBER:				REVISION NUMBER	₹:			
C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUCH	QUIF	REMEI	NT, TERM OR CONDITION ( THE INSURANCE AFFORDE	OF AN	Y CONTRACT THE POLICIE	OR OTHER I	DOCUMENT WITH RES D HEREIN IS SUBJECT	SPECT TO 1	WHICH THIS		
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS			
	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$ 1,00	00,000		
Α	CLAIMS-MADE OCCUR	Х		U22SE11739		08/25/22	08/28/22	DAMAGE TO RENTED PREMISES (Ea occurrence	\$ 30	00,000		
								MED EXP (Any one person		5,000		
В	Medical Expense			AH-GA26932-00	2	08/25/22	08/28/22	PERSONAL & ADV INJUR	Y \$ 1,00	00,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,0	00,000		
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP A	GG \$ 2,0°	00,000		
	OTHER:								\$			
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$			
	ANY AUTO							BODILY INJURY (Per person	on) \$			
	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accid	ient) \$			
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$			
									\$			
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$			
	EXCESS LIAB CLAIMS-MADE		1				-	AGGREGATE	\$			
	DED RETENTION \$								\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER OTI	-			
	ANY PROPRIETOR/PARTNER/EXECUTIVE [	N/A						E.L. EACH ACCIDENT	\$			
	(Mandatory in NH) If yes, describe under				- 1			E.L. DISEASE - EA EMPLO	YEE \$			
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LI	MIT \$			
Α	Liquor Liability			U22SE11739			08/28/22	Policy Aggregate	1,0	00,000		
	cription of operations / Locations / Vehicle ecial Event Coverage	ES (A	CORD	101, Additional Remarks Scheduk	e, may b	e attached if more	e space is requin	ed)				
ЭÞ	eciai Everit Coverage											
Ha	mpshire Coon Creek Country Days											
CEF	RTIFICATE HOLDER				CANC	ELLATION						
	Village of Hampshii 234 S State St	re			THE	EXPIRATION	DATE THE	ESCRIBED POLICIES B REOF, NOTICE WILI Y PROVISIONS.				
	PO Box 457			[7	AUTHOR	NZED REPRESEN	TATIVE					
					$I \cap A$							
	Hampshire, IL 60140 Lonna C Roesslein											

© 1988-2014 ACORO CORPORATION. All rights reserved.



# CONTINUATION CERTIFICATE

the Pekin Insurance Company hereby continues in force Bond No. B3304233 ILLEP102140  in the sum of CNE THOUSAND FIVE HUNDRED AND 00/100 (\$ 1.500.00****) Dollars, on behalf of HAMPSHIRE, ILLINOIS  In favor of HAMPSHIRE, ILLINOIS  for the term beginning on the FIRST day of JULY 2023 subject to all the covenants and conditions of said Bond heretofore issued  This confirmation is issued upon the express condition that the liability of the Pekin Insurance Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.  Dated this THIRTIETH day of MARCH SO22  By MARCH AMERICAN A	. 0	Dollars,				., and ending		ice Company int exceed the	A CHARLES	MINN.	reonal I mac
hereby continues in force Bond No.  DEIVE HUNDRED AND OO/100  DON CREEK COUNTRY DAYS INC  TAMPSHIRE, ILLINGIS  BS  FIRST day of JULY 200  day of JULY 200  don the express condition that the liab all continuations thereof shall not be cumula all continuations there are not shall not be cumula all continuations there are not shall not be conditionations.	B304233 ILL&P1021	(\$ 1,500,00*						ilty of the Pekin Insurar tive and shall in no eve	2022	KIN INSURANCE COM	Way Vice Precident . D.
hereby continues in the PIVE HUNDRED CON CREEK COUNT TAMPSHIRE, ILLIN TO day of	orce Bond No.	AND 00/100	RY DAYS INC	ois				condition that the liab	MARCH	G.	
	hereby continues in f	ID FIVE HUNDRED	COUNTY	NAMPSHIRE, ILLING	LIQUOR SALES	Đ	conditions of said Bond heretofore issued	ed upon the express all continuations ther	THIRTIBTH day of		

1131 (Ray 07-1

## Hampshire Coon Creek Country Days 2022 Festival –August 25<sup>th</sup> - August 28<sup>th</sup> Beer Garden Schedule

### **Hours of Operation:**

Thursday August 25<sup>th</sup> 6:00pm to 10:00pm

Friday August 26<sup>th</sup> 6:00pm to 12:00am

Saturday August 27<sup>th</sup> 1:00pm to 12:00am

Sunday August 28<sup>th</sup> 1:00pm to 5:00pm

Last Pour will be 15 minutes prior to close each day



HONOR TRADITION

### Village of Hampshire 234 S. State Street, Hampshire, IL 60140

Phone: 847-683-2181 • www.hampshireil.org

### APPLICATION FOR LIQUOR LICENSE

NAME OF BUSINESS: Farly Times Street Rolls SALES TAX ID:  NAME OF APPLICANT: Ted Tegtman  ADDRESS OF BUSINESS:  BUSINESS PHONE NO.: 847-456-0975 (E11)
ADDRESS OF BUSINESS :
847-1601-Dane OIII
MAILING ADDRESS: Po-Box-312 - Kgupshine, 211. 60140
TO: Local Liquor Control Commission Village of Hampshire, Illinois
Pursuant to the provisions of Chapter IIIV, Alcoholic Liquor Regulations, of the Municipal Code of Hampshire, Illinois, as amended, and pursuant to Chapter 43 of the Illinois Revised Statutes, as amended, the undersigned hereby makes application for an Alcoholic Liquor License as follows:
1. License Class and Annual Fee (check one):
Class A-1 - \$1,500.00
Class A-2 - \$1,250.00 Class D - \$1,750.00
Class B-1 - \$1,500.00 Class E - \$1,750.00
Class B-2 - \$1,500.00
Class C-1 - \$1,500.00
Class C-2 - \$1,500.00
Class C-3 - \$1,750.00 Class I- \$ 500.00
2. License Period: 1-Day - 08-14-22 -
Commencing on January 1, and ending December 31, or Commencing on and ending December 31,
3. Type of Business Entity (check one):
Individual Corporation - Non Protit - Car Club
Partnership Other (specify)

4. The following information must be provided with respect to any and all individual owners, partners, corporate officers, corporate directors, resident managers, and, if a corporation, all persons owning directly or beneficially more than 5% of the corporation stock:

NOTE: Full names must be listed with middle initials. Furthermore, the applicant must notify the Local Liquor Control Commission of change in the partnership, officers, directors, persons holding directly or beneficially more than 5% in interest of the stock or ownership interest, or managers of the establishment within ten (10) days of said change.

Name: Ted Test man - Early Times Street Rods Inc
BIRTHDAY:_
HOME ADDRESS:
DRIVERS LICENSE# HOME PHONE#
BUSINESS STATUS: Non Protite club
PERCENTAGE OF STOCK HELD: None
Name:
BIRTHDAY:
HOME ADDRESS:
DRIVERS LICENSE#HOME PHONE#
BUSINESS STATUS:
PERCENTAGE OF STOCK HELD:
(If additional space is required, please attach a separate sheet of paper)
5. Is the applicant a citizen of the United States?
If naturalized, state date and place of naturalization:
If an Illinois corporation, state date of corporation:
If a foreign corporation, state date qualified to transact business in Illinois pursuant to the Illinois
Business Corporation Act
6. State the character of the applicant's business, and in case of a corporation, the objects for
which it was formed. Car Show ~
7. State the location and physical description of the premises which is to be operated under such
license and the nature of the business at such location. Hangshire - Bust Hark
8. State whether the applicant has ever had a liquor license issued by the Federal government, any State government or any municipality.
If answer is in the affirmative, state the name of the licensing unit of government, when and
where said of license was issued. City of Hamp Shine, For Car Shoce

2	Has the applicant ever had any previous liquor license revoked?	
,.	If answer is in the affirmative, state the date and reason for such revocation	
.0.	Has the applicant and the designated managers read and do they understand and agree not to violate any of the liquor laws of the United States, the State of Illinois or any of the ordinances of the Village of Hampshire in conducting business?	
.1.	State whether all individual owners, partners, officers, directors, persons holding more than 5% of the corporate stock have been fingerprinted by the Illinois State Police and, if so the date thereof.  Note: This application will remain incomplete and will not be considered until question #11 can be answered in the affirmative.	ř
L <b>2</b> .	State the name of the person who will generally be managing the ongoing affairs of this business at these premises. Tel Testman	
	State whether said manager has been fingerprinted by the Illinois State Police and, if so the date thereof.	
	Note: This application will remain incomplete and will not be	
	considered until question #12 can be answered in the affirmative.	
l3.	Has the applicant attached Surety Bond and Certificate of Liability Insurance to this application or already furnished it to the Yillage?	
.4.	If the applicant does not own the premises for which the license is sought, does the applicant have a lease for the full period for which the license is to be issued?	
	If the answer is in the affirmative, attach a copy of said lease to the application.	
5.	State whether the applicant has ever been convicted of a felony offense under any Federal or State law?	
6.	State whether the applicant has ever been convicted of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor?	
	State whether a Federal Gaming Device Stamp or Federal Wagering Stamp has been issued to the applicant, the premises, or to any corporation in which the applicant holds 5% or more Stock?	
	If answer is in the affirmative, has the stamp been issued for any portion or all of the time to be	
	covered by this applicant?	
.8.	Is the premises within 100 feet of any real property of any church, school, hospital, home for the aged or indigent persons or for veterans, their wives or children, or any military or naval station?	
19.	Are the premises for which license is herein applied for a store or other 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, lunches or drinks for such minors?	

20. Does the applicant understand and agree that State or Village laws and ordinances will be ref that such violation may result in the suspensio	ferred to the Local Liquor Control Commission and
21. Does the applicant understand and agree that and/or Hampshire Police Department shall have premises licensed hereunder to determine who have been or are being violated, and at such till connection therewith?	ve the authority to enter at any time upon the ether any State or Village laws and ordinances
22. Does the applicant understand and agree that shall not constitute property, nor shall it be subnor shall it be alienable or transferable, voluntaencumbered or hypothecated?	bject to attachment, garnishment or execution,
be listed and described for, and approved by, the conducted or performed. Additional entertains	please list and briefly describe, any and all ment during the period of this license. (If any period of this license must he Hampshire Liquor Commission prior to being
SIGNATURE OF APPLICANT (S) CORPORATION SIGNATURES	INDIVIDUAL OR PARTNERSHIP SIGNATURES
Pres. Kolbi Tegtmun	Ted Testman
sec. Don Weseman	
STATE OF <u>Illinois</u> )  SS  County of <u>Kame</u> )	
The undersigned swears that all statements are tr	rue and correct.
CORPORATE SEAL	OFFICIAL SEAL ANGELA S YOUNG
Subscribed and sworn to before me this	NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 10/5/22  Notary Public
	Tay cary r abrit



Village of Hampshire 234 S. State Street, Hampshire, IL 60140 Phone: 847-683-2181 • www.hampshireil.org

### APPLICATION FOR LIQUOR LICENSE

DATE: 6-30-22
DBA Harps Lounge
NAME OF BUSINESS: Jimmy's Sports bar DBA Harps Lourge SALES TAX ID:
NAME OF APPLICANT: Garrad Fennon
ADDRESS OF BUSINESS: 125 W. Oak Knoll Dr Hampshire Scholdo
BUSINESS PHONE NO.: 8/5-501-8707
MAILING ADDRESS: 125 W. Oak Knoll Or Hampshire IL 60140
TO: Local Liquor Control Commission
Village of Hampshire, Illinois
Pursuant to the provisions of Chapter IIIV, Alcoholic Liquor Regulations, of the Municipal Code of Hampshire, Illinois, as amended, and pursuant to Chapter 43 of the Illinois Revised Statutes, as amended, the undersigned hereby makes application for an Alcoholic Liquor License as follows:
1. License Class and Annual Fee (check one):
Class A-1 - \$1,500.00 Class C-4 - \$1,500.00
Class A-2 - \$1,250.00 Class D - \$1,750.00
Class B-1 - \$1,500.00 Class E - \$1,750.00
Class B-2 - \$1,500.00 Class F - \$1,500.00
Class C-1 - \$1,500.00 Class G - \$ 75.00
Class C-2 - \$1,500.00 Class H- \$ 500.00
Class C-3 - \$1,750.00 Class I- \$ 500.00
2. License Period:
Commencing on January 1, 2022 and ending December 31, 2022 or Commencing on and ending December 31,
3. Type of Business Entity (check one):
Individual Corporation

4. The following information must be provided with respect to any and all individual owners, partners, corporate officers, corporate directors, resident managers, and, if a corporation, all persons owning directly or beneficially more than 5% of the corporation stock:

NOTE: Full names must be listed with middle initials. Furthermore, the applicant must notify the Local Liquor Control Commission of change in the partnership, officers, directors, persons holding directly or beneficially more than 5% in interest of the stock or ownership interest, or managers of the establishment within ten (10) days of said change.

Nai	me: Garrodantannon
	THDAY:
HOI	ME ADDRESS:
DRI	IVERS LICENSE# _ HOME PHONE#
BUS	SINESS STATUS: Dending - Reopen
PEF	RCENTAGE OF STOCK HELD: 160
Naı	me:
	THDAY:
	ME ADDRESS:
	IVERS LICENSE# HOME PHONE#
BUS	SINESS STATUS:
PEF	RCENTAGE OF STOCK HELD:(If additional space is required, please attach a separate sheet of paper)
5.	Is the applicant a citizen of the United States?
	If an Illinois corporation, state date of corporation:  If a foreign corporation, state date qualified to transact business in Illinois pursuant to the Illinois Business Corporation Act
6.	State the character of the applicant's business, and in case of a corporation, the objects for which it was formed. Bar & Gaming
7.	State the location and physical description of the premises which is to be operated under such license and the nature of the business at such location. Store Front Box
9 I	State whether the applicant has ever had a liquor license issued by the Federal government, any State government or any municipality

9.	Has the applicant ever had any previous liquor license revoked?
	If answer is in the affirmative, state the date and reason for such revocation
10.	Has the applicant and the designated managers read and do they understand and agree not to violate any of the liquor laws of the United States, the State of Illinois or any of the ordinances of the Village of Hampshire in conducting business?
11.	State whether all individual owners, partners, officers, directors, persons holding more than 5% of the corporate stock have been fingerprinted by the Illinois State Police and, if so the date thereof.
	Note: This application will remain incomplete and will not be considered until question #11 can be answered in the affirmative.
12.	State the name of the person who will generally be managing the ongoing affairs of this business at these premises
	State whether said manager has been fingerprinted by the Illinois State Police and, if so the date thereof
	Note: This application will remain incomplete and will not be considered until question #12 can be answered in the affirmative.
13.	Has the applicant attached Surety Bond and Certificate of Liability Insurance to this application or already furnished it to the Village?
	If the applicant does not own the premises for which the license is sought, does the applicant have a lease for the full period for which the license is to be issued?
	If the answer is in the affirmative, attach a copy of said lease to the application.
15.	State whether the applicant has ever been convicted of a felony offense under any Federal or State law?
16.	State whether the applicant has ever been convicted of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor?
	State whether a Federal Gaming Device Stamp or Federal Wagering Stamp has been issued to the applicant, the premises, or to any corporation in which the applicant holds 5% or more Stock?
	Stock?
18.	Is the premises within 100 feet of any real property of any church, school, hospital, home for the aged or indigent persons or for veterans, their wives or children, or any military or naval station?
19.	Are the premises for which license is herein applied for a store or other place of business where
	no

20. Does the applicant understand and agree that State or Village laws and ordinances will be ref that such violation may result in the suspension	ferred to the Local Liquor Control Commission and
•	•
22. Does the applicant understand and agree that shall not constitute property, nor shall it be sul nor shall it be alienable or transferable, volunt encumbered or hypothecated?	bject to attachment, garnishment or execution,
	ect to review by the Local Liquor Control  , please list and briefly describe, any and all ment during the period of this license. (If any e period of this license, such entertainment must the Hampshire Liquor Commission prior to being
SIGNATURE OF APPLICANT (S) CORPORATION SIGNATURES  Pres.	INDIVIDUAL OR PARTNERSHIP SIGNATURES
Sole member	
Sec.	
STATE OF <u>Ulenois</u> )  SS	
County of Kane	
The undersigned swears that all statements are to	rue and correct.
	Caroline & Doomey
CORPORATE SEAL	"OFFICIAL SEAL"
Subscribed and sworn to before me this  5th day of fully 2000	CAROLINE F TOOMEY  Notary Public, State of Illinois  My Commission Expires 04-28-2025

# Illinois BASSET

# SELLER / SERVER CERTIFICATION

Trainee Name: Garrod Fannon

Certificate #: 000020159741

Date of Completion: 03/07/2022

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.



5000 Plaza on the Lake, Suite 305 Austin, TX 78746 Phone: 877.881.2235 With a copy to: Karrsten Goettel

Ariano, Hardy, et al

2000 McDonald Road, Ste 200

South Elgin, IL 60177

(847)695-2401

kg@attorneys-illinois.com

If to Seller: Alma D. Carranza

125 Oak Knoll

Hampshire, IL 60140

With a copy to: Not applicable

- 6.6 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, without giving effect to the principles of conflict of laws thereof
- 6.7 <u>Entire Agreement: Amendment.</u> This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; and there are no further or other agreements or understandings, written or oral, in effect between the parties hereto relating to the subject matter hereof
- 6.8 <u>Attorney Disclosure</u>. This Agreement was drafted by attorney, Karrsten Goettel, as counsel for the Buyer. Seller was advised prior to seek independent legal counsel in the review and execution of this Agreement.

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

Buyer:

Garrod Fannon

Seller:

Alma D. Carranza

Dated: $8 - 19 - 2020$	
Witness: Lalwett Styliac. Address: 13 W Oak Know Dr. Hampshire It 60140	GUARANTOR: JAMES V. ESPOSITO  Address: 115 Pauline Ave.  Crystal Lake, IL 60014

### AMENDED AND RESTATED OPERATING AGREEMENT

OF

### JIMMY'S SPORTS BAR, LLC

### an Illinois Limited Liability Company

This Amended and Restated Operating Agreement dated June 27, 2022 (this "Agreement") of JIMMY'S SPORTS BAR, LLC, an Illinois limited liability company restating and amending any prior agreement, if any when the Company was established, Garrod Fannon, individually, successor in interest and sole member of the Company ("Sole Member"), pursuant to the provisions of the Illinois Limited Liability Company Act (the "Act").

NOW, THEREFORE, for good and valuable consideration, the parties intending legally to be bound, agree as follows:

### ARTICLE I

### **FORMATION**

- 1.1 <u>Formation</u>. The Company was formed by filing its Articles of Organization (the "Articles") with the Illinois Secretary of State on June 16, 2020 pursuant to and in accordance with the Illinois Limited Liability Company Act (the "Act"). In the event of any conflict between the provisions of this Agreement and the provisions of the Articles, the provisions of the Articles shall govern.
- 1.2 Name. The name of the Company shall be JIMMY'S SPORTS BAR, LLC. The Company may do business under that name and under any other name or names upon which the Sole Member may, in the Sole Member's sole discretion, determine, including the adoption of the assumed name Harps Lounge.
- 1.3 <u>Principal Place of Business</u>. The principal place of business of the Company shall be 125 W. Oak Knoll Drive, Hampshire, Illinois 60140. The Sole Member may change the principal place of business of the Company and many establish additional places of business of the Company both within and without the State of Illinois.
- 1.4 <u>Registered Agent and Registered Office.</u> The initial registered agent and registered office of the Company in Illinois shall be as set forth in the Articles. The Sole Member may change the registered agent and/or registered office of the Company at any time.
- 1.5 <u>Purpose</u>. The Company is formed for the purpose of engaging in any business for which a limited liability company may be formed pursuant to the Act.
- 1.6 <u>Term.</u> The term of the Company shall commence on the date the Articles were filed with the Illinois Secretary of State and shall continue until the Company is dissolved and liquidated pursuant to the terms of this Agreement, as set forth in the Articles.

### ARTICLE II

### TAX TREATMENT

The Company shall be treated as a disregarded entity for tax purposes unless and until at least one additional Member is added in which event the Company shall thereafter be treated as a partnership for tax purposes.

### **ARTICLE III**

### CAPITAL CONTRIBUTIONS

In the event that the Sole Member determines, in its sole discretion, that the Company requires additional capital to fund its operations, the Sole Member may make additional capital contributions to the Company or the Company may borrow such capital from any person or persons, including the Sole Member or the Sole Member, but in no event shall the Sole Member be required to make additional capital contributions to the Company, to loan money to the Company, or to cause the Company to borrow money from any other person.

### **ARTICLE IV**

### DISTRIBUTIONS

Interim distributions from the Company shall be payable at the times and in the amounts determined by the Sole Member in its sole discretion.

### **ARTICLE V**

### ALLOCATIONS

Except as may be required by the Internal Revenue Code of 1986, as amended, or the provisions of any successor statute (the "Code"), all items of income, gain, loss, deduction and credit of the Company shall be allocated to the Sole Member.

### ARTICLE VI

### MANAGEMENT

- 6.1 <u>Management by the Manager</u>. The business and affairs of the Company shall be managed by its Manager, Garrod W. Fannon. The Manager shall have full and complete authority, power, and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Except as otherwise provided, all decisions and documents relating to the exercise of management rights shall be made by the Manager, who shall be appointed or removed by the Sole Member.
- 6.2 <u>Matters Requiring Consent of Sole Member</u>. Notwithstanding the provisions of 6.1, and in addition to the other acts prohibited or restricted by this Agreement, the Articles, or the Act, the Manager is expressly prohibited from the following without the written consent of the Sole Member:
  - (a) doing any act in contravention of this Agreement;

- (b) doing any act that would make it impossible to carry on the ordinary business of the Company;
  - (c) confessing a judgment against the Company;
- (d) possessing or in any manner dealing with the assets of the Company or assigning the rights of the Company in such assets for other than Company purposes;
- (e) performing any act (other than an act required by this Agreement or any act taken in good faith reliance upon an opinion of counsel) that would, at the time such act occurred, subject the sole Member to liability for the debts, liabilities, or obligations of the Company; and
- (f) commingling the funds of the Company with the funds of any other Person.
- (g) sale, transfer, assignment or conveyance of any or all real property or any personal property valued in excess of five thousand dollars (\$5,000.00)
- 6.3 <u>Liability of the Sole Member</u>. Except as applicable law provides otherwise or as expressly agreed to in writing by the Sole Member, the Sole Member shall not have any personal liability whatsoever, whether to the Company or to the creditors of the Company, for the actions, debts or liabilities of the Company or any of its losses beyond the amount committed by the Sole Member to the capital of the Company.
- 6.4 <u>Indemnification</u>. The Company shall indemnify the Manager and Sole Member for all costs, losses, liabilities, and damages paid or accrued by the Manager and Sole Member in connection with the business of the Company or because of the Sole Member's status as a member of the Company to the fullest extend permitted by the laws of Illinois. The indemnification provided in this Section 6.4 includes, but is not limited to: (a) payment of reasonable attorneys' fees and other out-of-pocket expenses incurred in investigation or settling any claim or threatened action or incurred in preparing for or conducting a defense pursuant to any proceeding up to and including a final non-appealable adjudication; (b) payment of fines, damages, or similar amounts that the Sole Member is required to pay; and (c) removal of liens affecting the Sole Member's property.

### ARTICLE VII

### TRANSFER OF MEMBERSHIP INTERESTS

The Sole Member may transfer all or any part of its membership interest in the Company to any person at any time. The membership interest of the Sole Member in the Company shall be freely transferrable.

### **ARTICLE VIII**

### BOOKS, RECORDS, TAX MATTERS

8.1 Required Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act and such books and records shall be kept at the Company's principal place of business and shall in

all respects be independent of the books, records and transactions of the Sole Member. The calendar year shall be the fiscal year of the Company for tax and accounting purposes.

- 8.2 <u>Inspection</u>. The Sole Member shall have the right to inspect the books and records of the Company at any time.
- 8.3 <u>Tax Elections</u>. The Sole Member may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.
- 8.4 Other Matters. If applicable, on or before the 90<sup>th</sup> day following the end of each fiscal year during the term of the Company, the Company shall furnish to the Sole Member a federal (and, where applicable, state) income tax reporting Form K-1 or its equivalent.

### **ARTICLE IX**

### DISSOLUTION

- 9.1 <u>Events of Dissolution</u>. The Company shall dissolve (i) upon the occurrence of an event causing dissociation of the Sole Member under the Act; (ii) upon the written election of the Sole Member; of (iii) upon the entry of a decree of judicial dissolution of the Company.
- 9.2 Winding Up. In the event of the dissolution of the Company for any reason, the Sole Member shall commence to wind up the affairs of the Company and to liquidate its investments in an orderly manner. The Sole Member shall have full right and unlimited discretion to determine the time, manner and terms of any sale or sales of Company assets pursuant to such liquidation having due regard to the activity and condition of the relevant market and general financial and economic conditions.
- 9.3 <u>Allocation and distribution of Proceeds</u>. Following the payment of, or provision for, all debts and liabilities of the Company and all expenses of liquidation, and subject to the right of Sole Member to set up such cash reserves as it may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company, the proceeds of the liquidation and any other funds or assets of the Company shall be distributed to the Sole Member.
- 9.4 <u>Articles of Dissolution</u>. On completion of the distribution of Company assets as provided herein, the Company is terminated, and the Sole Member (or such other person or persons as the Act may require or permit) shall file Articles of Dissolution with the Secretary of State of Illinois and shall take such other actions as may be necessary to terminate the Company.

### ARTICLE X

- 10.1 <u>Amendment</u>. This Agreement may be amended at any time by a written document signed by the Sole Member.
- 10.2 <u>Governing Law</u>. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Illinois excluding any conflict of laws rule or principle that might refer to the governance or the construction of this Agreement to the law of another jurisdiction.

- 10.3 Third Party Beneficiaries. The provisions of this Agreement are not intended to be for the benefit of any creditor or any other person (other than the Sole Member) to whom any debts, liabilities or obligations are owed by (or who otherwise has a claim against), the Company or the Sole Member, and no such credit or other person shall obtain any rights under such provisions or shall by reason of such provisions make any claim in respect of any of the aforesaid debts, liabilities or obligations (or otherwise) against the Company or the Sole Member.
- 10.4 <u>Binding Effect</u>, Except as this Agreement expressly provides otherwise, the Agreement shall be binding upon and inure to the benefit of the Sole Member and its successors and assigns.
- 10.5 <u>Entire Agreement</u>. This Agreement constitutes the entire agreement with respect to the subject matter hereof. It supersedes any prior agreement or understandings, and it may not be modified or amended in any manner other than as set forth herein.
- 10.6 <u>Severability</u>. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.
- 10.7 Other Activities. The Sole Member may have other business interests and may engage in other activities in addition to those relating to the Company, including, without limitation, acting as a Sole Member for other limited liability companies, or as a general partner for partnerships. The Company shall not have any right by virtue of this Agreement or otherwise in or to such other ventures or activities of the Sole Member or to the income or proceeds derived therefrom, and the pursuit of such ventures shall not be deemed wrongful or improper.
- 10.8 <u>Transactions with Affiliates</u>. The validity of any transaction, agreement or payment involving the Company and the Sole Member or the Sole Member or involving the Company and any Affiliate of the Sole Member or the Sole Member, otherwise permitted by the terms of this Agreement, shall not be affected by reason of the relationship between the Company and the Sole Member or Sole Member and/or the Affiliate of the Sole Member or Sole Member, as the case may be. For purposes of this Agreement, the term "affiliate" shall mean, with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such Person.

THIS AGREEMENT IS SIGNED AS OF June 27, 2022

JIMMY'S SPORTS BAR, LLC

Garrod W. Fannon, Manager

Garrod Fannon, Sole Member



### CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS 07-05-2022 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).

RODUCER

CONTACT

NAME: Berkshire Hathaway Direct Insurance Company 1314 Douglas Street PHONE 800-507-4495 (A/C, No, Ext): FAX: 800-589-7316 Omaha NE, 68102 E-MAII ADDRESS: Service@threeinsurance.com
INSURERS: AFFORDING COVERAGE
INSURER A: Berkshire Hathaway Direct Insurance Company
INSURER B: JIMMY'S SPORTS BAR LLC DBA HARPS LOUNGE 125 W Oak Knoll Dr INSURER C Hampshire, IL 60140-9720 INSURER D INSURER E INSURER F : COVERAGES CERTIFICATE 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.

INSRLTR

TYPE OF INSURANCE

ADDI.

ADDI.

WYD

NUMBER

POLICY

POLI REVISION NUMBER: (MW/DD/Y 9YY) 07/01/2022 Α х CP140184628P2 07/01/2023 EACH OCCURRENCE \$ 1,000,000 COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Ea CLAIMS-MADE X OCCUR \$ 1,000,000 MED EXP (Any one person) PERSONAL & ADV \$ 1,000,000 INJURY GENERAL GEN'L AGGREGATE LIMIT APPLIES PER: \$ 3,000,000 AGGREGATE PRODUCTS -POLICY PRO-JECT х \$ SEE GENERAL AGGREGATE COMP/OP AGG OTHER AUTOMOBILE LIABILITY 07/01/2022 07/01/2023 Α CP140184828 P2022 COMBINED SINGLE LIMIT (Ea accident)
BODILY INJURY (Per ANY AUTO OWNED person) BODILY INJURY (Per \$ AUTOS ONLY HIRED accident) PROPERTY DAMAGE AUTOS ONLY х Х s (Per accident) HIRED AND NON -\$1,000,000/3,000 OWNED EACH OCCURRENCE HARRELLA LIAR OCCUR \$ EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION 5 WORKERS COMPENSATION NIA OTHER PER STATUT AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT
E.L. DISEASE - EA
EMPLOYEE
E.L. DISEASE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS belo E.L. DISEASE POLICY LIMIT CP140184528 07/01/2022 07/01/2023 Α OCCUR PerOccur/Aggregate 1,000,000/ ERRORS & OMISSIONS Х CYBER х PerOccur/Aggregate \$1,000,000 / 3,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Ramarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION The Village of Hampshin 234 S State St SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN shire . IL 60140 ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE - Harry

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD