

AGENDA
ST. CHARLES CITY COUNCIL MEETING
CLINT HULL, MAYOR
MONDAY, JUNE 2, 2025 – 7:00 P.M.
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation**
- 4. Pledge of Allegiance**
- 5. Presentations**
 - Proclamation - 11th National Gun Violence Awareness Day
 - Proclamation – LGBTQIA+ Pride Month June 2025
- 6. Omnibus Vote. Items with an asterisk (*)** are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.
- *7.** Motion to accept and place on file minutes of the regular City Council meeting held on May 19, 2025.
- *8.** Motion to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 05/12/2025 – 05/25/2025 in the amount of \$4,425,517.71.

I. Old Business

- A.** None

II. New Business

- A.** None

III. Committee Reports

A. Government Operations

1. Motion to approve a proposal for a B-1 Liquor License Application for Pho Ly St. Charles LLC., dba Pho Ly, located at 305 W Main St, St. Charles.
- *2. Motion to approve a **Resolution** authorizing an agreement with Intellias, Inc. to perform Infor Lawson implementation services for \$27,200.
- *3. Motion to approve a **Resolution** authorizing the purchase of one year of CityView support and maintenance services from Harris Computer Systems for \$39,419.
- *4. Motion to approve a **Resolution** authorizing the approval of an Esri Small Government Enterprise License Agreement for \$42,200 per year for three years.
- *5. Motion to approve a proposal for a C-1 Liquor License Application for Three Gingers LLC, dba Fox Social Bar and Grill, located at 106 E Main St, St. Charles.
- *6. Motion to approve City property use and parking lot closure for the annual Farmers Market from June through October.
- *7. Motion to approve a Sound Amplification Permit and a proposal for a new Class E-1 Temporary Liquor License for the Hops for Hope 5K to be held at Mt. Saint Mary's Park on October 18, 2025.
- *8. Motion to approve amplification and the parking lot closure of City Lot B for the CF Cycle for Life Bicycle Event.
- *9. Motion to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2025 Fox Valley Marathon.
- *10. Motion to approve amplification and use of a portion of First Street Plaza for the 2025 Jazz Weekend.
- *11. Motion to Approve the Comprehensive Staffing and Standards of Coverage Report for the Fire Department.
- *12. Motion to accept and place on file minutes of the Government Operations Committee meeting held on May 19, 2025.

B. Government Services

- *1. Motion to approve a **Resolution** Authorizing a Construction Contract with SKC for the 2025 Crack Filling Program.
- *2. Motion to approve a **Resolution** Authorizing a Construction Engineering Services Contract with HR Green for the Stern and Stetson Base Reclamation Project.
- *3. Motion to approve a **Resolution** Authorizing a Construction Contract with Geneva Construction Company for the Stern and Stetson Base Reclamation Project.
- *4. Motion to approve a **Resolution** to Authorize Issuing Purchase Orders to BHMG Engineers for Engineering Services.
- *5. Motion to approve a **Resolution** to Authorize Issuing Purchase Orders to Quad Plus for Substation Maintenance Services.
- *6. Motion to approve a **Resolution** to Authorize Issuing a Purchase Order to Schweitzer Engineering Laboratories (SEL).
- *7. Motion to approve a **Resolution** Rejecting Bids for the Eastern Trunk Main Phase 2B.
- *8. Motion to approve a **Resolution** approving a Notice of Intent to Joseph J. Henderson & Son, Inc. For the Well No. 8 Water Treatment Plant Rehabilitation Project.
- *9. Motion to approve a **Resolution** Authorizing the Award of an Electric, Water and Sewer Rate Study to Baker Tilly Advisory Group Parent, LP.
- *10. Motion to approve a **Resolution** Awarding the Hourly Rate and Proposed Markup Cost Contract for Plumbing Repairs to JOS Services, Inc.
- *11. Motion to approve a **Resolution** Awarding the Hourly Rate and Proposed Markup Cost Contract for Plumbing Repairs to RJ O'Neil, Inc.
- *12. Motion to Approve a **Resolution** Authorizing the Sale of Items of Personal Property owned by the City of St. Charles via Online Auction to the Highest Bidder.
- *13. Motion to approve an **Ordinance** Amending Section E of Municipal Code 12.20.040 to Reflect the Schedule Change of the Natural Resources Commission.

C. Planning and Development

None

9. Public Comment

10. Additional Items from Mayor, Council or Staff

11. Executive Session

- Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)
- Personnel – 5 ILCS 120/2(c)(1)

12. 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 (TTY), or via e-mail at 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).

OFFICE OF



THE MAYOR

PROCLAMATION

Gun Violence Awareness Day June 6, 2025

WHEREAS, every day, 125 Americans are killed by gun violence, and on average, there are more than 13,000 gun homicides every year; and

WHEREAS, Americans are 25 times more likely to die by gun homicide than people in other high-income countries; and

WHEREAS, cities across the nation, including the City of St. Charles, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

WHEREAS, to help honor Hadiya Pendleton, a teenager who was shot and killed January 2013 – and more than 100 Americans whose lives are cut short every day due to gun violence; and

WHEREAS, a national coalition of organizations has designated the first Friday in June as National Gun Violence Awareness Day;

WHEREAS, today, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands and encourage responsible gun ownership to help keep our children safe,

NOW, THEREFORE BE IT RESOLVED, that I, Clint Hull, Mayor of the city of St. Charles declare June 6, 2025, to be National Gun Violence Awareness Day. I encourage all citizens to wear orange to raise awareness about gun violence and honor the lives of gun violence victims and survivors; and support local efforts to prevent the tragic effects of gun violence.



Clint Hull, Mayor

OFFICE OF



THE MAYOR

PROCLAMATION

LGBTQIA+ PRIDE MONTH JUNE 2025

WHEREAS, the City of St. Charles, Illinois, enjoys the title, “Pride of the Fox,” in part because it celebrates the diversity of the people who live, work, and visit St. Charles; and

WHEREAS, all visitors and members of our community should feel safe, welcome, valued, respected, included, and supported by fellow citizens, educators, and community leaders; and

WHEREAS, LGBTQIA+ residents and their allies have made a visible positive contribution to the quality of life in St. Charles; and

WHEREAS, throughout history LGBTQIA+ people have faced and continue to face prejudice and discrimination; and

WHEREAS, the City of St. Charles stands behind our country’s founding principles of equal rights, liberty, and the pursuit of happiness for all people; and

WHEREAS, in recognition of the demonstrations known as the Stonewall Uprising in June 1969, the month of June is traditionally recognized as Pride Month in the United States and in the State of Illinois;

NOW THEREFORE, I, Clint Hull, Mayor of the City of St. Charles, in partnership and support with the Equity and Inclusion Commission of the City of St. Charles do hereby proclaim the month of June 2025 as **LGBTQIA+ PRIDE MONTH** in the City of St. Charles and call upon the residents of our community to celebrate the great diversity of St. Charles, work together to break down the walls of discrimination, intolerance, and lack of understanding; and promote full equal rights for all Americans, regardless of sexual orientation or gender identity; and

BE IT FURTHER RESOLVED that the City of St. Charles will raise a rainbow flag for the month of June 2025 as a sign of the City of St. Charles’ support for the principles of LGBTQIA+ Pride.



Clint Hull, Mayor

MINUTES
ST. CHARLES CITY COUNCIL MEETING
CLINT HULL, MAYOR
MONDAY, MAY 19, 2025 – 7:00 P.M.
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

1. Call to Order

The meeting was called to order by Mayor Hull at 7:01 pm.

2. Roll Call

Present: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber

Absent: Ald. Foulkes

3. Invocation

4. Pledge of Allegiance

5. Presentations

- Impact Award – Youth Commission
- National Public Works Week Proclamation
- Memorial Day Proclamation

6. Motion by Ald. Silkaitis second by Ald. Wirball to approve the Omnibus Vote.

Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.

Motion Carried

- *7.** Motion by Ald. Silkaitis second by Ald. Wirball to accept and place on file minutes of the regular City Council – Old Business meeting held on May 5, 2025.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.

Motion Carried

- *8.** Motion by Ald. Silkaitis second by Ald. Wirball to accept and place on file minutes of the regular City Council – New Business meeting held on May 5, 2025.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.

Motion Carried

- *9.** Motion by Ald. Silkaitis second by Ald. Wirball to approve and authorize issuance of vouchers from the Expenditure Approval List for the period of 04/28/2025 – 05/11/2025 in the amount of \$3,352,186.17.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.

Motion Carried

- *10.** Motion by Ald. Silkaitis second by Ald. Wirball to approve and place on file the Treasurer and Finance Report for the period ending April 30, 2025.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.

Motion Carried

I. Old Business

- A.** None

II. New Business

- A.** Motion by Ald. Gehm second by Ald. Pietryla to approve a **Resolution 2025-68** declaring a vacancy in the office of City Clerk.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.

Motion Carried

- B.** Motion by Ald. Muenz second by Ald. Spellman to approve a **Resolution 2025-69** to post an opening to fill the vacancy of the office of the City Clerk.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.

Motion Carried

- C.** Motion by Ald. Wirball second by Ald. Pietryla to approve a recommendation from Mayor Clint Hull to approve the appointment of Nancy Garrison as an Interim City Clerk.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.

Motion Carried

- D.** Motion by Ald. Pietryla second by Ald. Wirball to approve a recommendation from Mayor Hull to approve Appointments of Mayor Pro Tem and Committee Chairs.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.

Motion Carried

- E. Motion by Bongard second by Ald. Muenz to approve a **Resolution 2025-70** authorizing a Service Agreement with the St. Charles Business Alliance for FY 2025-2026 in the amount of \$830,000.
Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- F. Motion by Ald. Wirball second by Ald. Pietryla to approve a **Resolution 2025-71** authorizing a Service Agreement with the St. Charles History Museum for FY 2025-2026 in the amount of \$60,000.
Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *G. Motion by Ald. Silkaitis second by Ald. Wirball to approve a **Resolution 2025-72** Designating BMO Bank N.A. as an Authorized Depository and Designating Certain City of St. Charles Officials as Authorized Officers.
Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *H. Motion by Ald. Silkaitis second by Ald. Wirball to approve a **Resolution 2025-73** Designating BMO Bank N.A. as an Authorized Depository of the North Central Narcotics Task Force and Designating Certain City of St. Charles Officials as Authorized Officers.
Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried
- *I. Motion by Ald. Silkaitis second by Ald. Wirball to Approve a **Resolution 2025-74** Designating BMO Bank N.A. as an Authorized Depository of Tri-City Ambulance and Designating Certain City of St. Charles Officials as Authorized Officers.
Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

III. Committee Reports

A. Government Operations

- *1. Motion by Ald. Silkaitis second by Ald. Wirball to approve a **Resolution 2025-75** authorizing the purchase of a Pierce Enforcer PUC pumper fire engine for the Fire Department.
Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

2. Motion by Ald. Weber second by Ald. Gehm to approve the City parking lot closure and flag raising for an Inclusion Celebration.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

- *3. Motion by Ald. Silkaitis second by Ald. Wirball to accept and place on file minutes of the Government Operations Committee meeting held on May 5, 2025.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

- *4. Motion by Ald. Silkaitis second by Ald. Wirball to accept and place on hold minutes of the Executive Session held on April 21, 2025.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

B. Government Services

1. None

C. Planning and Development

1. Motion by Ald. Weber second by Ald. Bessner to postpone motion to approve a **Resolution** Approving a Certificate of Appropriateness for Demolition of 217 Cedar Avenue.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

- *2. Motion by Ald. Silkaitis second by Ald. Wirball to approve a **Resolution 2025-76** Approving a Third Amendment to the Intergovernmental Agreement between the City of St. Charles and Kane County regarding St. Charles Housing Trust Fund Administration and Management Services by Amending the "Amended Budget for Housing Trust Fund Activities" to Allocate Additional Funds to the Kane County Affordable Housing Fund.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

- *3. Motion by Ald. Silkaitis second by Ald. Wirball to approve an **Ordinance 2025-M-13** Proposing the Establishment of Special Service Area No. 71 (Munhall Glen) in the City of St. Charles, Kane and DuPage Counties, Illinois,

and Proposing the Imposition and Levy of Taxes at a rate not to exceed \$0.30 per \$100 of Equalized Assessed Valuation of all Taxable Property within the area for the purpose of paying the cost of providing special services in and for said Special Service area, and providing for a public hearing and other procedures in connection therewith.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

- *4. Motion by Ald. Silkaitis second by Ald. Wirball to approve a **Resolution 2025-77** Authorizing the Mayor and City Council to Execute a Façade Improvement Grant between the City of St. Charles and Frontier Property Management LLC (216 Riverside Ave).

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

- *5. Motion by Ald. Silkaitis second by Ald. Wirball to approve a **Resolution 2025-78** Authorizing the Mayor and City Council to Execute a Façade Improvement Grant between the City of St. Charles and Preservation Partners of the Fox Valley (8 Indiana St.).

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

- *6. Motion by Ald. Silkaitis, second by Ald. Wirball to accept and place on file minutes of May 12, 2025, Planning & Development Committee meeting.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

- *7. Motion by Ald. Silkaitis, second by Ald. Wirball to accept and place on hold minutes of the Executive Session held on April 14, 2025.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

11. Public Comment

- Anthony Catello stated that he submitted his name to become City Clerk.
- Mike Foulkes from the St. Charles Veterans Center invited all to participate in the Memorial Day activities beginning at 6:00AM at the Baker Center. Followed by visiting local cemeteries, breakfast, parade, and after parade presentations.

12. Additional Items from Mayor, Council or Staff

Mayor Hull:

- Expressed thanks to all for the handling of the Barry House information.
- Expressed thanks to Peter Suhr and the public works department for all they do.
- Congratulated all graduating seniors.
- Encouraged all residents to attend the Memorial Day events.
- Reminded residents that the City offices are closed on Monday.
- Expressed thanks to the Police and Fire Departments for their participation in raising money for the Special Olympics.

Ald. Pietryla thanked the Fire Chief for the recent shadowing experience.

13. No Executive Session

- Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)
- Personnel – 5 ILCS 120/2(c)(1)

14. Adjournment

Motion by Ald. Gehm second by Ald. Pietryla to adjourn the meeting at 7:41 pm.

Roll Call Vote: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Gehm, Ald. Spellman, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber; Nays: None.
Motion Carried

Nancy Garrison, City Clerk

CERTIFIED TO BE A TRUE COPY OF ORIGINAL

Nancy Garrison, City Clerk

5/30/2025

**CITY OF ST CHARLES
COMPANY 1000
EXPENDITURE APPROVAL LIST**

5/12/2025 - 5/25/2025

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
114	ST CHARLES ACE LLC		124320	22.99	05/15/2025	87681/3	FUSE
	ST CHARLES ACE LLC Total			22.99			
138	AFFORDABLE OFFICE INTERIORS		132618	1,032.44	05/15/2025	73251	BUSINESS FURNITURE SUPPLI
			132989	2,498.36	05/15/2025	74486	OFFICE FURNITURE
	AFFORDABLE OFFICE INTERIORS Total			3,530.80			
139	AFLAC			21.45	05/16/2025	ACAN250516092148FI	AFLAC Cancer Insurance
				15.54	05/16/2025	ACAN250516092148PI	AFLAC Cancer Insurance
				146.16	05/16/2025	ADIS250516092148PD	AFLAC Disability and STD
				8.78	05/16/2025	AHIC250516092148FD	AFLAC Hospital Intensive Care
				75.85	05/16/2025	APAC250516092148FI	AFLAC Personal Accident
				73.65	05/16/2025	APAC250516092148PI	AFLAC Personal Accident
				61.89	05/16/2025	APAC250516092148PI	AFLAC Personal Accident
	AFLAC Total			403.32			
145	AIR ONE EQUIPMENT INC		132939	199.98	05/15/2025	219267	SCBA REAR SHOULDER SYSTE
			132888	706.00	05/15/2025	220491	CMC RESCUE: CAPTO RED
	AIR ONE EQUIPMENT INC Total			905.98			
160	ALFA LAVAL INC		132996	118.26	05/15/2025	284099607	SCREWS
	ALFA LAVAL INC Total			118.26			
289	D&A POWERTRAIN COMPONENTS INC		133121	2,314.20	05/15/2025	262340	MISC SUPPLIES FOR VEH 1711
	D&A POWERTRAIN COMPONENTS INC Total			2,314.20			
300	AMERICAN WATER WORKS ASSOC		133293	4,660.00	05/15/2025	050525	MEMBERSHIP SO214708
			133293	264.00	05/15/2025	050525DM	MEMBERSHIP MORMINO

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			133293	264.00	05/15/2025	050525JR	MEMBERSHIP ROWE
			133293	264.00	05/15/2025	050525MM	MEMBERSHIP MCCAUSLAND
			133293	264.00	05/15/2025	050525MMOLA	MEMBERSHIP MOLA
			133293	264.00	05/15/2025	050525NH	MEMBERSHIP HANISCH
	AMERICAN WATER WORKS ASSOC Total			5,980.00			
304	IQ DATA SYSTEMS			879.42	05/15/2025	578041	BACKGROUND CHECK FY 24-25
	IQ DATA SYSTEMS Total			879.42			
305	BADGER METER INC						
			133127	3,124.58	05/15/2025	1727989	BADGER METERS
				1,461.84	05/15/2025	80194394	BADGER METERS
	BADGER METER INC Total			4,586.42			
320	CITY OF BATAVIA						
			133019	14,365.31	05/15/2025	MISC000319	NEW SYSTEM MAINTENANCE&S
	CITY OF BATAVIA Total			14,365.31			
338	AIRGAS INC						
			133134	46.95	05/15/2025	9160399279	FLD CTNG CONCENTRATED
	AIRGAS INC Total			46.95			
372	BLUFF CITY MATERIALS						
			126064	4,480.00	05/15/2025	535053	STOCKPILE-MIXED LOAD DUMP
			126064	320.00	05/15/2025	535288	STOCKPILE-MIXED LOAD DUMP
			126064	160.00	05/15/2025	535289	ST CHARLES 3/20 STOCKPILE
	BLUFF CITY MATERIALS Total			4,960.00			
429	SEDGWICK CLAIMS						
			133286	500.00	05/15/2025	480006221987	UNEMPLOYMENT INSURANCE
	SEDGWICK CLAIMS Total			500.00			
473	AT&T MOBILITY LLC						
				144.96	05/15/2025	287307254089X050320	SERVICES THRU 4/25/25
				97.22	05/15/2025	28735142653X042720	MONTHLY BILLING 3/20-4/19
	AT&T MOBILITY LLC Total			242.18			
480	CERTIFIED AUTO REPAIR INC						
			124500	100.00	05/15/2025	#25-04-20696	TOWING-2019FORD TAURUS-M

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
			124500	145.00	05/15/2025	#25-04-20761	TOWING-2015 MITSUBISHI-AR411
	CERTIFIED AUTO REPAIR INC Total			245.00			
491	CHADS TOWING & RECOVERY INC						
				75.00	05/15/2025	81987	TOWING SERVICES
				145.00	05/15/2025	82009	TOWING SERVICES
	CHADS TOWING & RECOVERY INC Total			220.00			
499	CHICAGO METROPOLITAN AGENCY						
			130483	4,000.00	05/15/2025	68577	INTERGOVERNMENTAL AGREE
	CHICAGO METROPOLITAN AGENCY Total			4,000.00			
506	CHICAGO COMMUNICATIONS LLC						
			126289	21,701.97	05/15/2025	360596	RADIO SYSTEM - INSTALL & RE
	CHICAGO COMMUNICATIONS LLC Total			21,701.97			
789	ANIXTER INC						
			133118	160.93	05/15/2025	227441356	POWER CONDITIONER W/ ADJ
			132777	2,425.15	05/15/2025	6349228-02	KITS WITH CABLES
	ANIXTER INC Total			2,586.08			
826	BORDER STATES INDUSTRIES INC						
			133329	2,773.74	05/15/2025	929967062	CHN CONN-SECONDARY MAIN
	BORDER STATES INDUSTRIES INC Total			2,773.74			
830	ENVIRONMENTAL SYSTEMS RESEARCH						
			133091	1,919.00	05/15/2025	900007021	ESRI ARCADE TRAINING
	ENVIRONMENTAL SYSTEMS RESEARCH Total			1,919.00			
859	FEECE OIL CO						
				477.88	05/15/2025	4166762	SURFER MAX - DIESEL
	FEECE OIL CO Total			477.88			
870	FIRE PENSION FUND						
				820.42	05/16/2025	FP1%250516092148FI	Fire Pension 1% Fee
				9,822.79	05/16/2025	FRP2250516092148FI	Fire Pension Tier 2
				11,862.91	05/16/2025	FRPN250516092148FI	Fire Pension
	FIRE PENSION FUND Total			22,506.12			
891	THE TERRAMAR GROUP INC						
			132799	3,130.85	05/15/2025	76132	FORD EDGE - HEALIGHT FLASH

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	STAT PROC					
	THE TERRAMAR GROUP INC Total		<u>3,130.85</u>			
922	FOX RIVER STUDY GROUP	133275	8,273.00	05/15/2025	032425	2025 FOX RIVER STUDY
	FOX RIVER STUDY GROUP Total		<u>8,273.00</u>			
1127	INTERNATIONAL ASSOC OF FIRE	133415	127.08	05/15/2025	000283539	MEMBERSHIP-DEPUTY CHIEF
		133415	120.00	05/15/2025	000286078	MEMBERSHIP-FIRE &LIFE SAFE
		133415	168.33	05/15/2025	000291030	MEMBERSHIP-JASON PETERSC
	INTERNATIONAL ASSOC OF FIRE Total		<u>415.41</u>			
1133	IBEW LOCAL 196		218.50	05/16/2025	UNE 250516092148PV	Union Due - IBEW
			913.28	05/16/2025	UNEW250516092148P	Union Due - IBEW - percent
	IBEW LOCAL 196 Total		<u>1,131.78</u>			
1136	ICMA RETIREMENT CORP		65.83	05/16/2025	C401250516092148CA	401A Savings Plan Company
			300.02	05/16/2025	C401250516092148CD	401A Savings Plan Company
			94.92	05/16/2025	C401250516092148ED	401A Savings Plan Company
			597.32	05/16/2025	C401250516092148FD	401A Savings Plan Company
			478.33	05/16/2025	C401250516092148FN	401A Savings Plan Company
			311.12	05/16/2025	C401250516092148HR	401A Savings Plan Company
			603.41	05/16/2025	C401250516092148IS	401A Savings Plan Company
			795.50	05/16/2025	C401250516092148PD	401A Savings Plan Company
			1,364.82	05/16/2025	C401250516092148PV	401A Savings Plan Company
			65.83	05/16/2025	E401250516092148CA	401A Savings Plan Employee
			300.02	05/16/2025	E401250516092148CD	401A Savings Plan Employee
			94.92	05/16/2025	E401250516092148ED	401A Savings Plan Employee
			594.54	05/16/2025	E401250516092148FD	401A Savings Plan Employee
			478.33	05/16/2025	E401250516092148FN	401A Savings Plan Employee
			311.12	05/16/2025	E401250516092148HR	401A Savings Plan Employee
			606.19	05/16/2025	E401250516092148IS	401A Savings Plan Employee
			795.50	05/16/2025	E401250516092148PD	401A Savings Plan Employee
			1,364.82	05/16/2025	E401250516092148PV	401A Savings Plan Employee
			1,709.61	05/16/2025	ICMA250516092148CC	ICMA Deductions - Dollar Amt
			7,089.22	05/16/2025	ICMA250516092148FC	ICMA Deductions - Dollar Amt
			855.00	05/16/2025	ICMA250516092148FN	ICMA Deductions - Dollar Amt

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
				1,962.30	05/16/2025	ICMA250516092148HF	ICMA Deductions - Dollar Amt
				4,716.14	05/16/2025	ICMA250516092148IS	ICMA Deductions - Dollar Amt
				8,832.38	05/16/2025	ICMA250516092148PC	ICMA Deductions - Dollar Amt
				4,321.83	05/16/2025	ICMA250516092148PV	ICMA Deductions - Dollar Amt
				121.75	05/16/2025	ICMP250516092148CC	ICMA Deductions - Percent
				4,991.09	05/16/2025	ICMP250516092148FD	ICMA Deductions - Percent
				82.68	05/16/2025	ICMP250516092148HF	ICMA Deductions - Percent
				478.94	05/16/2025	ICMP250516092148IS	ICMA Deductions - Percent
				3,203.32	05/16/2025	ICMP250516092148PC	ICMA Deductions - Percent
				1,340.20	05/16/2025	ICMP250516092148PV	ICMA Deductions - Percent
				200.00	05/16/2025	ROTH250516092148CI	Roth IRA Deduction
				225.00	05/16/2025	ROTH250516092148FI	Roth IRA Deduction
				20.00	05/16/2025	ROTH250516092148FI	Roth IRA Deduction
				25.00	05/16/2025	ROTH250516092148IS	Roth IRA Deduction
				920.77	05/16/2025	ROTH250516092148PI	Roth IRA Deduction
				305.00	05/16/2025	ROTH250516092148PI	Roth IRA Deduction
				903.84	05/16/2025	RTHA250516092148CI	Roth 457 - Dollar Amount
				369.00	05/16/2025	RTHA250516092148FI	Roth 457 - Dollar Amount
				50.00	05/16/2025	RTHA250516092148FI	Roth 457 - Dollar Amount
				250.00	05/16/2025	RTHA250516092148IS	Roth 457 - Dollar Amount
				1,980.00	05/16/2025	RTHA250516092148PI	Roth 457 - Dollar Amount
				150.00	05/16/2025	RTHA250516092148PV	Roth 457 - Dollar Amount
				1,340.99	05/16/2025	RTHP250516092148FI	Roth 457 - Percent
				258.35	05/16/2025	RTHP250516092148PV	Roth 457 - Percent
				373.64	05/16/2025	RTIP250516092148FD	Roth IRA - Percent
				136.92	05/16/2025	RTIP250516092148PD	Roth IRA - Percent
	ICMA RETIREMENT CORP Total			56,435.51			
1140	IDEXX DISTRIBUTION INC						
			133040	336.94	05/15/2025	3173332813	COLIFORM
	IDEXX DISTRIBUTION INC Total			336.94			
1171	ILLINOIS STATE POLICE						
				388.00	05/15/2025	20250306328/6367	FINGERPRINT FEES FOR LIQU
	ILLINOIS STATE POLICE Total			388.00			
1193	IL DEPT OF EMPLOYMENT SECURITY						
				252.50	05/15/2025	CNXXX124568X5526	UI ACCT # 0801567

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	STAT PROC					
	IL DEPT OF EMPLOYMENT SECURITY Total		<u>252.50</u>			
1197	ILLINOIS FIRE SERVICE ADM PROF		400.00	05/15/2025	050125	HODSON CERTIFICATION
	ILLINOIS FIRE SERVICE ADM PROF Total		<u>400.00</u>			
1203	IL DEPT OF AGRICULTURE		360.00	05/15/2025	050625	LICENSE APPLICATIONS
	IL DEPT OF AGRICULTURE Total		<u>360.00</u>			
1215	ILLINOIS MUNICIPAL UTILITIES		2,758,536.44	05/12/2025	043025	IMEA-APR 2025 ELECTRIC BILL
	ILLINOIS MUNICIPAL UTILITIES Total		<u>2,758,536.44</u>			
1288	J J KELLER & ASSOCIATES INC					
		132809	225.00	05/15/2025	9110037984	ANTOINE PALMER CLASS
		132979	297.00	05/15/2025	9110037990	BEN ROHDE CLASS
	J J KELLER & ASSOCIATES INC Total		<u>522.00</u>			
1313	KANE COUNTY RECORDERS OFFICE		560.00	05/15/2025	043025	6 FENCE RELEASE & 1 COVENI
	KANE COUNTY RECORDERS OFFICE Total		<u>560.00</u>			
1332	KANE DUPAGE SOIL & WATER					
		131266	422.50	05/15/2025	FY25-102	INSPECTIONS 10/24-4/25
	KANE DUPAGE SOIL & WATER Total		<u>422.50</u>			
1335	KANE COUNTY TREASURER		1,565.70	05/15/2025	050625	PROPERTY TAX 2024
			2,348.08	05/15/2025	050725	PROPERTY TAX EASEMENT
	KANE COUNTY TREASURER Total		<u>3,913.78</u>			
1430	INFOR (US) INC		226,604.05	05/15/2025	P-559586-US0AB	YEARLY MAINTENANCE 6/25-5/
	INFOR (US) INC Total		<u>226,604.05</u>			
1450	LEE JENSEN SALES CO INC					
		133150	165.00	05/15/2025	0033025-00	NITORGEN BAL CONNECTION
		133150	145.00	05/15/2025	0033026-00	GAS CLIP SENSOR
	LEE JENSEN SALES CO INC Total		<u>310.00</u>			

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1489	LOWES						
				-155.80	05/15/2025	90052/041025	CREDITS INV 989680
			133106	599.30	05/15/2025	979460/041725	MISC FASTENER SUPPLIES
			125924	41.70	05/15/2025	985123/042925	MISC FASTENER SUPPLIES
				155.80	05/15/2025	989680/041025	CREDIT RECEIVED 90052
	LOWES Total			641.00			
1582	MCMaster CARR SUPPLY CO						
			133257	468.55	05/15/2025	45122390	FIRE-FIGHTING HOSE & SCREW
			133371	114.12	05/15/2025	45364697	VALVE W/HOSE THREADS
			133378	193.40	05/15/2025	45424766	STAINLESS STEEL HEX SCREW
			133383	423.73	05/15/2025	45426396	DRILL BIT SETS
	MCMaster CARR SUPPLY CO Total			1,199.80			
1603	METRO WEST COG						
			133328	16,540.50	05/15/2025	5823	METRO WEST ANNUAL MEMBE
	METRO WEST COG Total			16,540.50			
1613	METROPOLITAN ALLIANCE OF POL						
				1,204.00	05/16/2025	UNP 250516092148PD	Union Dues - IMAP
				157.50	05/16/2025	UNPS250516092148PI	Union Dues-Police Sergeants
	METROPOLITAN ALLIANCE OF POL Total			1,361.50			
1625	MID AMERICAN WATER INC						
			133103	130.00	05/15/2025	246982A	JAW SPUD WRENCH
	MID AMERICAN WATER INC Total			130.00			
1637	FLEETPRIDE INC						
			124871	175.55	05/15/2025	125336718	ROUND MUFFLER & LAP CLAMI
	FLEETPRIDE INC Total			175.55			
1643	MILSOFT UTILITY SOLUTIONS INC						
			133193	10,276.21	05/15/2025	20252888	IVR OCM CALLS CHARGES
	MILSOFT UTILITY SOLUTIONS INC Total			10,276.21			
1704	NCPERS IL IMRF						
				8.00	05/16/2025	NCP2250516092148C/	NCPERS 2
				8.00	05/16/2025	NCP2250516092148FN	NCPERS 2
				8.00	05/16/2025	NCP2250516092148PV	NCPERS 2

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	NCPERS IL IMRF Total			<u>24.00</u>			
1728	NIPSTA		133231	2,350.00	05/15/2025	102224DM	MORTENSEN CLASS MAY
	NIPSTA Total			<u>2,350.00</u>			
1737	NORTH EAST MULTI REGIONAL TRNG		133377	5,605.00	05/15/2025	376940	ANNUAL MEMBERSHIP FEE-OF
	NORTH EAST MULTI REGIONAL TRNG Total			<u>5,605.00</u>			
1745	NICOR			220.64	05/15/2025	0000 6 APR 25 2025	ACCT: 55-00-99-0000-6
				315.00	05/15/2025	0000 6 MAY 01 2025	ACCT: 30-31-79-0000-6
				300.57	05/15/2025	0000 7 APR 29 2025	ACCT: 61-00-69-0000-7
				927.55	05/15/2025	0022 0 APR 28 2025	ACCT: 83-28-72-0022-0
				56.77	05/15/2025	0847 6 MAY 02 2025	ACCT: 19-39-03-0847-6
				7,154.32	05/15/2025	0929 6 APR 25 2025	ACCT: 17-18-43-0929-6
				148.43	05/15/2025	1000 0 APR 29 2025	ACCT: 68-82-40-1000-0
				105.73	05/15/2025	1000 0 MAY 01 2025	ACCT: 52-09-10-1000-0
				54.46	05/15/2025	1000 2 APR 23 2025	ACCT: 24-53-60-1000-2
				505.37	05/15/2025	1000 2 APR 25 2025	ACCT: 53-14-51-1000-2
				56.25	05/15/2025	1000 3 APR 28 2025	ACCT: 20-68-91-1000-3
				53.29	05/15/2025	1000 3 MAY 1 2025	ACCT: 30-28-40-1000-3
				118.99	05/15/2025	1000 4 APR 28 2025	ACCT: 11-31-51-1000-4
				344.53	05/15/2025	1000 4 APR 29 2025	ACCT: 53-65-70-1000-4
				84.94	05/15/2025	1000 5 APR 25 2025	ACCT: 50-85-00-1000-5
				377.97	05/15/2025	1000 6 AP 28 2025	ACCT: 67-46-50-1000-6
				55.08	05/15/2025	1000 6 MAY 06 2025	ACCT: 67-14-30-1000-6
				1,062.16	05/15/2025	1000 8 APR 29 2025	ACCT: 28-08-50-1000-8
				148.43	05/15/2025	1000 8 MAY 05 2025	ACCT: 03-73-20-1000-8
				56.25	05/15/2025	1000 9 APR 25 2025	ACCT: 65-84-51-1000-9
				100.23	05/15/2025	1000 9 APR 29 2025	ACCT: 64-67-50-1000-9
				274.73	05/15/2025	1000 9 MAY 07 2025	ACCT: 62-11-51-1000-9
				62.56	05/15/2025	1968 1 APR 29 2025	ACCT: 70-22-68-1968-1
				55.37	05/15/2025	2262 3 APR 30 2025	ACCT: 55-95-31-2262-3
				364.13	05/15/2025	2485 8 MAY 06 2025	ACCT: 72-42-21-2485-8
				2,015.41	05/15/2025	4428 3 APR 29 2025	ACCT: 19-51-90-4428-3
				55.98	05/15/2025	4606 2 MAY 01 2025	ACCT: 74-34-63-4606-2
				57.58	05/15/2025	4625 3 APR 29 2025	ACCT: 39-82-30-4625-3

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				54.37	05/15/2025	5425 2 APR 29 2025	ACCT: 28-06-38-5425-2
				2,101.51	05/15/2025	7652 0 APR 28 2025	ACCT: 01-08-77-7652-0
				5,341.98	05/15/2025	8317 9 APR 28 2025	ACCT: 81-44-33-8317-9
				188.60	05/15/2025	8642 6 MAY 1 2025	ACCT: 8642 6 MAY 1 2025
				441.27	05/15/2025	9226 2 APR 25 2025	ACCT: 84-32-13-9226-2
	NICOR Total			23,260.45			
1756	NCL OF WISCONSIN INC						
			133041	464.93	05/15/2025	518345	LAB SUPPLIES
	NCL OF WISCONSIN INC Total			464.93			
1861	POLICE PENSION FUND						
				18,876.38	05/16/2025	PLP2250516092148PD	Police Pension Tier 2
				7,631.29	05/16/2025	PLPN250516092148P	Police Pension
				205.82	05/16/2025	PLPR250516092148P	Police Pens Service Buyback
				480.10	05/16/2025	POLP250516092148P	Police Pension - non deferred
	POLICE PENSION FUND Total			27,193.59			
2046	RUSSO HARDWARE						
			133005	155.94	05/15/2025	SPI21001224	CHAIN LOOP
	RUSSO HARDWARE Total			155.94			
2156	SIRCHIE ACQUISITION COMPANY						
			132382	97.10	05/15/2025	0686641-IN	MIKROSIL KIT
	SIRCHIE ACQUISITION COMPANY Total			97.10			
2219	ST CHARLES EAST HIGH SCHOOL						
				1,000.00	05/15/2025	043025	YOUTH COMMISSION-MARCH 2
	ST CHARLES EAST HIGH SCHOOL Total			1,000.00			
2235	STEINER ELECTRIC COMPANY						
				2,914.00	05/15/2025	S007672092.002	TOOK CREDIT DIDN'T PAY ORG
	STEINER ELECTRIC COMPANY Total			2,914.00			
2268	SUNBELT RENTALS INC						
			133160	473.06	05/15/2025	168229936-0001	EXCAVATOR CAB & BUCKET RE
	SUNBELT RENTALS INC Total			473.06			
2299	AXON ENTERPRISE INC						
			131987	19.90	05/15/2025	INUS284121	AXON BODY MOUNT RAPIDLOC

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	STAT PROC					
	AXON ENTERPRISE INC Total		<u>19.90</u>			
2301	GENERAL CHAUFFERS SALES DRIVER					
			221.50	05/16/2025	UNT 250516092148CD	Union Dues - Teamsters
			2,849.50	05/16/2025	UNT 250516092148PV	Union Dues - Teamsters
	GENERAL CHAUFFERS SALES DRIVER Total		<u>3,071.00</u>			
2316	APC STORE					
			16.06	05/15/2025	479-494914	FUEL CAP
		124548	78.64	05/15/2025	479-494940	PIGTAIL SOCKET
		124548	24.86	05/15/2025	479-494944	OIL/AIR/CABIN FILTER
		133177	703.66	05/15/2025	479-495025	CABIN, AIR & OIL FILTERS
		124548	5.18	05/15/2025	479-495053	RADIATOR CAP
			-60.02	05/15/2025	479-495348	CREDIT-ORG INV 479-495302
		133427	380.51	05/15/2025	479-495724	CONT BLADE,BOOT,PWR STR,F
	APC STORE Total		<u>1,148.89</u>			
2363	TROTTER & ASSOCIATES INC					
			3,357.50	05/15/2025	23481	2023 WATER AND WW MASTER
			7,863.75	05/15/2025	23610	2023 WATER AND WW MAST PL
			292.00	05/15/2025	23697	2023 WATER AND WW MASTER
	TROTTER & ASSOCIATES INC Total		<u>11,513.25</u>			
2367	TSA ENTERPRISES INC					
		132832	6,528.46	05/15/2025	01-117277	DOCK INSTALL
	TSA ENTERPRISES INC Total		<u>6,528.46</u>			
2373	TYLER MEDICAL SERVICES					
			1,487.00	05/15/2025	041625	EMPLOYEE PHYSICALS
	TYLER MEDICAL SERVICES Total		<u>1,487.00</u>			
2383	UNITED STATES POSTAL SERVICE					
			4,000.00	05/15/2025	06116619/051425	POSTAGE REIMBURSEMENT 06
	UNITED STATES POSTAL SERVICE Total		<u>4,000.00</u>			
2401	UUSCO OF ILLINOIS INC					
		132341	23,034.00	05/15/2025	3044263	S&C LOADBUSTER DISCONNEC
		118875	57,209.00	05/15/2025	3044314	KVA PADMOUNT TRANSFORME
		118875	57,209.00	05/15/2025	3044354	KVA PADMOUNT TRANSFORME
		133128	1,783.08	05/15/2025	3044364	FUSE REFILL 15KV

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			132201	48,125.00	05/15/2025	3044421	ROUND TAPERED ANCHOR
	UUSCO OF ILLINOIS INC Total			187,360.00			
2403	UNITED PARCEL SERVICE						
				141.76	05/15/2025	0000650961175/042621	SHIPPING
				124.42	05/15/2025	0000650961185/050321	SHIPPING
	UNITED PARCEL SERVICE Total			266.18			
2429	VERIZON WIRELESS						
				837.64	05/15/2025	6111844243	BILLING 4/24-5/23
				14,153.48	05/15/2025	6112607742	BILLING 4/4/25-5/3/25
	VERIZON WIRELESS Total			14,991.12			
2506	EESCO						
			131925	1,230.00	05/15/2025	139117	SPLICE KIT
	EESCO Total			1,230.00			
2545	GRAINGER INC						
			133044	752.17	05/15/2025	9466998680	ELECTRIC ACTUATOR
	GRAINGER INC Total			752.17			
2637	ILLINOIS DEPT OF REVENUE						
				1,487.23	05/16/2025	ILST250516092148CA	Illinois State Tax
				3,015.28	05/16/2025	ILST250516092148CD	Illinois State Tax
				326.27	05/16/2025	ILST250516092148ED	Illinois State Tax
				12,327.93	05/16/2025	ILST250516092148FD	Illinois State Tax
				2,514.04	05/16/2025	ILST250516092148FN	Illinois State Tax
				1,552.63	05/16/2025	ILST250516092148HR	Illinois State Tax
				2,900.83	05/16/2025	ILST250516092148IS	Illinois State Tax
				16,576.01	05/16/2025	ILST250516092148PD	Illinois State Tax
				21,722.85	05/16/2025	ILST250516092148PW	Illinois State Tax
	ILLINOIS DEPT OF REVENUE Total			62,423.07			
2638	INTERNAL REVENUE SERVICE						
				2,053.83	05/16/2025	FICA250516092148CA	FICA Employee
				4,144.53	05/16/2025	FICA250516092148CD	FICA Employee
				408.05	05/16/2025	FICA250516092148ED	FICA Employee
				1,157.77	05/16/2025	FICA250516092148FD	FICA Employee
				3,394.84	05/16/2025	FICA250516092148FN	FICA Employee
				2,205.83	05/16/2025	FICA250516092148HR	FICA Employee

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
				4,263.91	05/16/2025	FICA250516092148IS	FICA Employee
				2,666.23	05/16/2025	FICA250516092148PD	FICA Employee
				29,234.59	05/16/2025	FICA250516092148PV	FICA Employee
				2,053.83	05/16/2025	FICE250516092148CA	FICA Employer
				4,144.53	05/16/2025	FICE250516092148CD	FICA Employer
				408.05	05/16/2025	FICE250516092148ED	FICA Employer
				1,148.33	05/16/2025	FICE250516092148FD	FICA Employer
				3,394.84	05/16/2025	FICE250516092148FN	FICA Employer
				2,205.83	05/16/2025	FICE250516092148HR	FICA Employer
				4,252.91	05/16/2025	FICE250516092148IS	FICA Employer
				2,686.67	05/16/2025	FICE250516092148PD	FICA Employer
				29,234.59	05/16/2025	FICE250516092148PV	FICA Employer
				3,818.59	05/16/2025	FIT 250516092148CA	Federal Withholding Tax
				8,230.98	05/16/2025	FIT 250516092148CD	Federal Withholding Tax
				1,177.81	05/16/2025	FIT 250516092148ED	Federal Withholding Tax
				36,447.40	05/16/2025	FIT 250516092148FD	Federal Withholding Tax
				7,081.29	05/16/2025	FIT 250516092148FN	Federal Withholding Tax
				5,462.78	05/16/2025	FIT 250516092148HR	Federal Withholding Tax
				8,845.61	05/16/2025	FIT 250516092148IS	Federal Withholding Tax
				45,311.61	05/16/2025	FIT 250516092148PD	Federal Withholding Tax
				58,453.29	05/16/2025	FIT 250516092148PW	Federal Withholding Tax
				480.31	05/16/2025	MEDE250516092148C	Medicare Employee
				969.29	05/16/2025	MEDE250516092148C	Medicare Employee
				95.43	05/16/2025	MEDE250516092148E	Medicare Employee
				4,174.22	05/16/2025	MEDE250516092148FI	Medicare Employee
				793.97	05/16/2025	MEDE250516092148FI	Medicare Employee
				515.88	05/16/2025	MEDE250516092148H	Medicare Employee
				997.21	05/16/2025	MEDE250516092148IS	Medicare Employee
				5,527.65	05/16/2025	MEDE250516092148PI	Medicare Employee
				6,837.12	05/16/2025	MEDE250516092148P	Medicare Employee
				480.31	05/16/2025	MEDR250516092148C	Medicare Employer
				969.29	05/16/2025	MEDR250516092148C	Medicare Employer
				95.43	05/16/2025	MEDR250516092148E	Medicare Employer
				4,172.04	05/16/2025	MEDR250516092148FI	Medicare Employer
				793.97	05/16/2025	MEDR250516092148FI	Medicare Employer
				515.88	05/16/2025	MEDR250516092148H	Medicare Employer
				994.63	05/16/2025	MEDR250516092148IS	Medicare Employer
				5,532.41	05/16/2025	MEDR250516092148P	Medicare Employer

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT</u>	<u>PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
					6,837.12	05/16/2025	MEDR250516092148P	Medicare Employer
	INTERNAL REVENUE SERVICE Total				314,670.68			
2639	STATE DISBURSEMENT UNIT							
					636.23	05/16/2025	0000002962505160921	IL Child Support Amount 1
					369.23	05/16/2025	0000004862505160921	IL Child Support Amount 1
					1,435.85	05/16/2025	0000008372505160921	IL Child Support Amount 1
					373.85	05/16/2025	0000012252505160921	IL Child Support Amount 1
					596.30	05/16/2025	0000012442505160921	IL Child Support Amount 1
					640.15	05/16/2025	0000014122505160921	IL Child Support Amount 1
					499.84	05/16/2025	0000015272505160921	IL Child Support Amount 1
					345.82	05/16/2025	0000015742505160921	IL Child Support Amount 1
	STATE DISBURSEMENT UNIT Total				4,897.27			
2704	ESO SOLUTIONS INC							
				133353	17,048.23	05/15/2025	ESO-166463	ASSET MANAGEMENT CHECKL
	ESO SOLUTIONS INC Total				17,048.23			
2870	FEDERAL SIGNAL CORPORATION							
					21,890.00	05/15/2025	8899146	PARTS FOR EMEGENCY SIGNA
	FEDERAL SIGNAL CORPORATION Total				21,890.00			
2987	TREVIPAY							
				133116	1,195.04	05/15/2025	67B48773	MISC TOOL SUPPLIES
				133116	1,038.00	05/15/2025	89D6C988	MISC TOOL SUPPLIES
	TREVIPAY Total				2,233.04			
2990	HAWKINS INC							
				120	11,492.96	05/15/2025	7045613	FERRIC CHLORIDE SOL-DRNK '
	HAWKINS INC Total				11,492.96			
3020	TALLMAN EQUIPMENT CO INC							
				133110	611.00	05/15/2025	3429069	FUEL HAMMER DRILL DRIVER P
				133110	464.69	05/15/2025	3429137	1/2 IN FUEL MID-TORQUE IMPA
	TALLMAN EQUIPMENT CO INC Total				1,075.69			
3099	MIDWEST SALT LLC							
				119	2,992.99	05/15/2025	P480757	MVP-INDUSTRIAL COARSE 986
	MIDWEST SALT LLC Total				2,992.99			

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	STAT PROC					
3102	RUSH PARTS CENTERS OF ILLINOIS	132864	95.70	05/15/2025	3041495761	MIRROR BRACKET
	RUSH PARTS CENTERS OF ILLINOIS Total		95.70			
3131	VCNA PRAIRIE LLC	124330	1,591.25	05/15/2025	891938151	FLAT AIR MRWR T#14336800
	VCNA PRAIRIE LLC Total		1,591.25			
3138	SUBSURFACE SOLUTIONS	133291	109.14	05/15/2025	27426	REPAIR WIRE CONNECTION
	SUBSURFACE SOLUTIONS Total		109.14			
3148	CORNERSTONE PARTNERS	131693	12,100.22	05/15/2025	CP36377	WINTER TRASH MOW/TRIM
	CORNERSTONE PARTNERS Total		12,100.22			
3153	PEERLESS NETWORK INC		5,045.13	05/15/2025	75713	BILLING FOR 5/15/25 - 6/14/25
	PEERLESS NETWORK INC Total		5,045.13			
3156	TRANSUNION RISK & ALTERNATIVE	124510	219.40	05/15/2025	252639-202503-1	MARCH 2025 BILLING
		124510	253.50	05/15/2025	252639-202504-1	MONTHLY BILLING APRIL
	TRANSUNION RISK & ALTERNATIVE Total		472.90			
3159	POWER DMS INC	133101	15,978.27	05/15/2025	INV-131855	RENEWAL 5/9/25-5/8/26
	POWER DMS INC Total		15,978.27			
3242	XYLEM WATER SOLUTIONS USA INC	132361	15,468.75	05/15/2025	3556D72933	REPAIR WELL HOUSE
	XYLEM WATER SOLUTIONS USA INC Total		15,468.75			
3413	GRAPHIC PRODUCTS INC	133148	836.59	05/15/2025	2791673	WHITE & BLACK PREMIUM RIBE
	GRAPHIC PRODUCTS INC Total		836.59			
3470	ILLINOIS LEAP		339.00	05/15/2025	2025-28	SUSAN KEMPH REGISTRATION
	ILLINOIS LEAP Total		339.00			

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3474	TRAVELERS INDEMNITY			3,966.68	05/15/2025	2473175	GAZZOL/CONTI/KLOSE ATTORN
	TRAVELERS INDEMNITY Total			<u><u>3,966.68</u></u>			
3766	PROVEN BUSINESS SYSTEMS			2,981.93	05/15/2025	1300972	MONTHLY BILLING
				3,175.42	05/15/2025	1310820	MONTHLY BILL 3/23-4/22/25
	PROVEN BUSINESS SYSTEMS Total			<u><u>6,157.35</u></u>			
3799	LRS HOLDINGS LLC						
			124600	2,471.82	05/15/2025	LR6170127	1ST STREET 4/1/25-4/30/25
			124506	192.00	05/15/2025	PS652048	RENTAL - 3825 KARL MADSEN I
	LRS HOLDINGS LLC Total			<u><u>2,663.82</u></u>			
3882	CORE & MAIN LP						
			132951	159.50	05/15/2025	W772152	EPXY COATED & ADAPTER
	CORE & MAIN LP Total			<u><u>159.50</u></u>			
3886	VIA CARLITA LLC						
			132011	3,918.58	05/15/2025	558496	REPAIR
			133218	1,295.59	05/15/2025	564097	RO 70039 REPAIR
			124467	32.08	05/15/2025	97300	NUTS
	VIA CARLITA LLC Total			<u><u>5,246.25</u></u>			
3968	TRANSAMERICA CORPORATION						
				6,554.91	05/16/2025	RHFP250516092148PI	Retiree Healthcare Funding Pla
				1,525.27	05/16/2025	S115250516092148FD	Sect 115 Retiree Health Plan
	TRANSAMERICA CORPORATION Total			<u><u>8,080.18</u></u>			
3973	HSA BANK WIRE ONLY						
				367.30	05/16/2025	HSAF250516092148CI	Health Savings Plan - Family
				3,107.96	05/16/2025	HSAF250516092148FI	Health Savings Plan - Family
				1.25	05/16/2025	HSAF250516092148FM	Health Savings Plan - Family
				356.25	05/16/2025	HSAF250516092148HF	Health Savings Plan - Family
				534.92	05/16/2025	HSAF250516092148IS	Health Savings Plan - Family
				2,363.33	05/16/2025	HSAF250516092148PI	Health Savings Plan - Family
				300.00	05/16/2025	HSAF250516092148PV	Health Savings Plan - Family
				214.58	05/16/2025	HSAS250516092148C/	Health Savings - Self Only
				179.17	05/16/2025	HSAS250516092148CI	Health Savings - Self Only
				1,360.43	05/16/2025	HSAS250516092148FI	Health Savings - Self Only

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					5.00	05/16/2025	HSAS250516092148F1	Health Savings - Self Only
					588.34	05/16/2025	HSAS250516092148P1	Health Savings - Self Only
					715.00	05/16/2025	HSAS250516092148P1	Health Savings - Self Only
	HSA BANK WIRE ONLY Total				10,093.53			
4064	MILLINGTON SQUARE LLC							
				131095	10,966.06	05/15/2025	043025	FACADE IMPROVEMENT GRAN
	MILLINGTON SQUARE LLC Total				10,966.06			
4074	AMAZON CAPITAL SERVICES INC							
				133368	267.55	05/15/2025	1693-CRYJ-CH1V	MISC OFFICE SUPPLIES
				133420	205.90	05/15/2025	16RP-NQH6-6TKN	GENERAL OFFICE SUPPLY
				133418	29.99	05/15/2025	16TF-TR41-46MW	COFFEE CREAMER SINGLES V
				133351	661.41	05/15/2025	1914-9VDV-CGXD	EAR PLUG,HOSE,SEALANT,HD
				133181	174.24	05/15/2025	1CN1-1PM4-F7Q9	TURTLE WAX
				133390	199.92	05/15/2025	1CPJ-3Q9N-7T7N	AVERY TAB DIVIDERS & MOUNT
				133316	29.64	05/15/2025	1D67-3JDV-7D3N	SQUARE ICE PACK
				133200	25.99	05/15/2025	1DWW-Y1J1-4CD7	FLAG POLE RETAINER RING
				133273	179.49	05/15/2025	1GFY-4WFF-4CFW	WATERPROOF DOOR BELL
					-445.47	05/15/2025	1JQW-HVHG-GDGL	ORD INV # 1N6Q-C6RR-XKJ9
				132634	910.24	05/15/2025	1K1C-JMKM-VJLV	GOOD YEAR SUPPLIES
				133256	67.00	05/15/2025	1KW3-7DW1-4HT3	COFFEE CREAMER
					445.47	05/15/2025	1N6Q-C6RR-XKJ9	27-INCH ODYSSEY G3
				133119	2,905.14	05/15/2025	1NH6-WTGX-7XMQ	REPLACEMENT SPEAKER
				133276	287.71	05/15/2025	1PLL-KNVJ-CN4L	OFFICE SUPPLIES
				133142	1,318.29	05/15/2025	1Q77-YM76-97FL	ICC LADDER RACK 5FT CABLE
				133355	126.35	05/15/2025	1R73-NLHH-317G	BUSINESS CALCULATOR
				133420	67.50	05/15/2025	1RP1-4THC-4JL4	DISTRACTED DRIVING WRISTB
				133303	89.48	05/15/2025	1TQR-QJT1-4Y47	DRILL BIT
				133420	26.23	05/15/2025	1VN4-4D6K-HG1G	OFFICE SUPPLIES
				133393	39.99	05/15/2025	1XNQ-9X13-CJXW	SIGHTPRO 24 INCH 16:9 COMPI
				133420	89.90	05/15/2025	1XNQ-9X13-H9YQ	OFFICE SUPPLIES
				133166	516.38	05/15/2025	1Y76-G646-3L7J	KLEIN TOOLS AIR GUARD
				124342	152.46	05/15/2025	1YM6-GKR7-TYY9	OFFICE SUPPLIES
				124342	-152.46	05/15/2025	1YM6-GKR7-TYY9	OFFICE SUPPLIES
				133420	152.46	05/15/2025	1YM6-GKR7-TYY9A	LEDGER PAPER
	AMAZON CAPITAL SERVICES INC Total				8,370.80			
4196	NCNTF							

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					34,486.31	05/15/2025	043025	JAG GRANT 421107 Q1-JAN-MA
	NCNTF Total				34,486.31			
4213	A3 ENVIRONMENTAL LLC							
				133025	20,000.00	05/15/2025	2025.0239.01	BROWNFIELD'S ASSESSMENT
				133025	-20,000.00	05/15/2025	2025.0239.01	BROWNFIELD'S ASSESSMENT
	A3 ENVIRONMENTAL LLC Total				0.00			
4327	TRANSYSTEMS CORPORATION							
				132822	5,014.18	05/15/2025	INV-0004832036	PHASE 1 CULVERT REPAIR DES
	TRANSYSTEMS CORPORATION Total				5,014.18			
4381	CULLIGAN TRI CITY							
				126508	687.50	05/15/2025	31609	PW WATER MARCH
	CULLIGAN TRI CITY Total				687.50			
4383	STERICYCLE INC							
				124890	132.77	05/15/2025	8010215760	SUBSCRIPTION POLICE DEPT
	STERICYCLE INC Total				132.77			
4384	DACRA ADJUDICATION SYSTEMS LLC							
				124802	1,670.92	05/15/2025	DT2025-04-099	DACRA MONTHLY FEES
	DACRA ADJUDICATION SYSTEMS LLC Total				1,670.92			
4456	FEHR GRAHAM & ASSOCIATES LLC							
				119725	3,199.75	05/15/2025	130883A	LSLR COMP PLAN APRIL
				126156	7,555.00	05/15/2025	130883B	MASTER ENGINEERING APRIL
				122041	3,292.00	05/15/2025	130883C	EASTERN INTERCEPTOR APRIL
				126155	1,462.19	05/15/2025	130883D	INDIANA SANTIARY APRIL
				126922	15,306.00	05/15/2025	130883E	PRAIRIE ST APRIL
				127012	118.50	05/15/2025	130883F	6TH AT STATE AND MARK APRIL
				127011	3,216.44	05/15/2025	130883G	LEAD SERVICE LINE APRIL
				127019	602.25	05/15/2025	130883H	DIVISION AND BEATRICE APRIL
				127057	10,556.00	05/15/2025	130883I	CONSTRUCTION 6TH,7TH, AND
				127058	703.00	05/15/2025	130883J	7TH AND ELM SANTARY APRIL
				133061	1,000.00	05/15/2025	130979	LOW LEVEL RADIOACTIVE WAS
	FEHR GRAHAM & ASSOCIATES LLC Total				47,011.13			
4478	MECHANICAL INC							
					815.82	05/15/2025	CHI202782	RADIANT TUBE PIPING

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			132896	10,937.50	05/15/2025	CHI202818	REPLACE EXPANSION TANK PC
			132926	3,145.00	05/15/2025	CHI202920	REPLACE CONDENSER FAN MC
	MECHANICAL INC Total			14,898.32			
4639	CREEKSIDE COMPOST LLC		131823	2,880.00	05/15/2025	535290	LANDSCAPE WASTE
	CREEKSIDE COMPOST LLC Total			2,880.00			
4657	THE HAIRY ANT INC		133016	578.00	05/15/2025	8741	UNIFORMS
	THE HAIRY ANT INC Total			578.00			
4672	A5 GROUP INC		132844	2,662.50	05/15/2025	25-0504	COMMUNICATIONS SUPPORT
	A5 GROUP INC Total			2,662.50			
4708	SAMS CLUB		133363	303.02	05/13/2025	10295025341	HAND TOWELS AND LYSOL WIF
	SAMS CLUB Total			303.02			
4783	ST CHARLES PROF FIREFIGHTERS			1,895.43	05/16/2025	UNF 250516092148FD	Union Dues - IAFF
	ST CHARLES PROF FIREFIGHTERS Total			1,895.43			
4824	RECTITUDE TRAINING LLC			3,200.00	05/15/2025	1220	ST CHARLES PD IN SERVICE
	RECTITUDE TRAINING LLC Total			3,200.00			
4859	LANDSCAPE MATERIAL		122	4,920.00	05/15/2025	73656	HAULING - SPOILS
	LANDSCAPE MATERIAL Total			4,920.00			
4860	STEVE PIPER AND SONS INC		124438	3,542.70	05/15/2025	24387	TREE TRIMMING AND REMOVAI
	STEVE PIPER AND SONS INC Total			3,542.70			
4865	OMEGA SERVICES INC		127167	800.00	05/15/2025	948	WINDOW CLEANING PARK GAR
	OMEGA SERVICES INC Total			800.00			
4870	HD SUPPLY INC						

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			133115	117.25	05/15/2025	INV00693752	1 1/4 INCH NPT X 3/8
	HD SUPPLY INC Total			117.25			
4873	BP & T CONSTRUCTION		133253	30,787.80	05/15/2025	01-2025	DOWNTOWN PAINTING SERVIC
	BP & T CONSTRUCTION Total			30,787.80			
4893	NAPCO INC		124509	187.32	05/15/2025	330287	BREAKFAST BLEND COFFEE
	NAPCO INC Total			187.32			
4943	ATLAS FIRST ACCESS LLC		132965	2,599.86	05/15/2025	GB0984	BRACKET AND FLANGE
			132965	86.61	05/15/2025	GB1744	MICRO SWITCH
	ATLAS FIRST ACCESS LLC Total			2,686.47			
4977	SAFEGUARD PLUMBING SERVICES		132330	800.00	05/15/2025	1298	WELL SITE SAMPLE TAP INSTAI
	SAFEGUARD PLUMBING SERVICES Total			800.00			
4992	CLARK DIETZ INC		126459	631.25	05/15/2025	441265	MASTER ENGINEERING
	CLARK DIETZ INC Total			631.25			
5036	ELEVATED SAFETY LLC		133234	1,400.00	05/15/2025	SO007535	B. GORE TRAINING REGISTRAT
	ELEVATED SAFETY LLC Total			1,400.00			
5044	HERITAGE-CRYSTAL CLEAN INC		133047	862.92	05/15/2025	19245977	PARTS WASHER MAINTENANCI
	HERITAGE-CRYSTAL CLEAN INC Total			862.92			
5063	MCB QCQUISITION LLC		128435	31,536.50	05/15/2025	155147	TRUCK FOR WATER DEPT
	MCB QCQUISITION LLC Total			31,536.50			
5074	MGT IMPACT SOLUTIONS LLC		132294	1,500.75	05/15/2025	MGT36722	GARY SZOTT MARCH/APRIL SE
	MGT IMPACT SOLUTIONS LLC Total			1,500.75			
5077	UNO MAS LANDSCAPING						

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			133157	5,760.00	05/15/2025	2025-E128SC	RESTORATION
	UNO MAS LANDSCAPING Total			5,760.00			
5079	MARSH & MCLENNAN COMPANIES INC			32,500.00	05/15/2025	3377	BROKER FEE JUNE 2025-JUNE
	MARSH & MCLENNAN COMPANIES INC Total			32,500.00			
5102	HASTINGS AIR ENERGY CONTROL IN						
			129946	39,503.00	05/15/2025	OS-I0010429	FIRE STATION 2-INSTALL NOZZL
			129946	30,809.00	05/15/2025	PS-I0010428	FIRE STATION 1-INSTALL MAG I
			129946	56,263.00	05/15/2025	PS-I0010430	FIRE STATION3-INSTALL NOZZL
			132267	2,244.00	05/15/2025	PS-I0011279	TAILPIPE ADAPTERS
	HASTINGS AIR ENERGY CONTROL IN Total			128,819.00			
5185	CHASTAIN AND ASSOCIATES LLC						
			131923	384.00	05/15/2025	000003	BILLING THRU 3/29/25
	CHASTAIN AND ASSOCIATES LLC Total			384.00			
5212	FIRE SERVICE WRITERS LLC						
			133345	142.50	05/15/2025	1006	FORMATTING REVIEW DOCUMI
	FIRE SERVICE WRITERS LLC Total			142.50			
5220	FERGUSON US HOLDINGS INC						
			133102	79.42	05/15/2025	0285899	JAW WRENCH
	FERGUSON US HOLDINGS INC Total			79.42			
5239	Clint Hull						
				126.50	05/15/2025	051225	HOTEL REIMBURSEMENT-IMEA
	Clint Hull Total			126.50			
99900065	LIBERTY ART WORKS						
			132172	570.00	05/15/2025	16699	CAPTAIN GALLIANO FLAG
	LIBERTY ART WORKS Total			570.00			
99900157	RSD CONSTRUCTION LLC						
				30,000.00	05/15/2025	202201606	REFUND-PERMIT 2435 W MAIN
	RSD CONSTRUCTION LLC Total			30,000.00			
99900158	DISCOVER SELF COMMUNITY						
				1,969.14	05/15/2025	041625	FINAL COST UN#691 POLICE DI

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>STAT PROC</u>	<u>PO NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
	DISCOVER SELF COMMUNITY Total			<u>1,969.14</u>			
			<u>Grand Total:</u>	<u>4,425,517.71</u>			

The above expenditures have been approved for payment:

_____	_____
Chairman, Government Operations Committee	Date
_____	_____
Vice Chairman, Government Operations Committee	Date
_____	_____
Finance Director	Date

 CITY OF ST. CHARLES ILLINOIS • 1834	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item : IIIA1
	Title:	Motion to approve a Proposal for a B-1 Liquor License Application for Pho Ly St. Charles LLC., dba Pho Ly, located at 305 W Main St, St. Charles	
	Presenter:	Deputy Chief Rich Clark	
Meeting: City Council		Date: June 2, 2025	
Proposed Cost:		Budgeted Amount: \$	Not Budgeted: ☐
TIF District: Choose an item.			
Executive Summary (if not budgeted, please explain): Pho Ly St. Charles LLC., dba Pho Ly, located at 305 W Main St, is requesting approval of a B-1 liquor license application for their business.			
Attachments (please list): Liquor License			
Recommendation/Suggested Action (briefly explain): Motion to approve a proposal for a B-1 Liquor License Application for Pho Ly St. Charles LLC., dba Pho Ly, located at 305 W Main St, St. Charles.			



Memo

Date: 5/14/2025
To: Clint Hull, Mayor-Liquor Commissioner
From: Eric Majewski, Deputy Chief of Police
Re: Background Investigation- Pho Ly St. Charles LLC., dba Pho Ly, 305 W. Main St., St. Charles (Class B-1)

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.

Pho Ly is located at 305 W. Main St, which has been its location for the past few years. The owner, Hai Ly, was previously the manager and then part owner and has recently purchased the business from his brother to become the sole owner. The business will see no operational changes and will continue to offer authentic Vietnamese cuisine.

The site location/floor plans and the corresponding application materials were reviewed by my staff. We found nothing of a derogatory nature that would preclude either the site location or the applicant from moving forward with an on-site consumption license, subject to City Council approval.

Please see the application material, floorplan and business-plan for further details.

LIQUOR APPLICANT BACKGROUND CHECK LIST



APPLICANT(S): Hai Ly

BUSINESS: Pho Ly Saint Charles

ADDRESS: 305 W. Main Street St. Charles, Illinois 60174

	REQUESTED	COMPLETED
APPLICATION	<u> </u>	<u>X</u>
BUSINESS PLAN/FLOOR PLAN/MENU	<u> </u>	<u>X</u>
LEASE (OR LETTER OF INTENT)	<u> </u>	<u>X</u>
BASSET CERTIFICATE(S)	<u> </u>	<u>X</u>
FINGERPRINTS (<u>ALL</u> MANAGERS)	<u> </u>	<u>N/A</u>
DRAM SHOP (CERTIFICATE OF INSURANCE)	<u> </u>	<u>X</u>
TLO	<u> </u>	<u>X</u>
I-CLEAR	<u> </u>	<u>X</u>
CERTIFICATE OF NATURALIZATION (IF APPLICABLE)	<u> </u>	<u>X</u>
POLICE RECORDS CHECK	<u> </u>	<u>X</u>
APPLICANT'S HOMETOWN RESIDENCY LETTER	<u> </u>	<u>X</u>
ILLINOIS LIQUOR COMMISSION	<u> </u>	<u>X</u>
SITE VISIT	<u> </u>	<u>X</u>

* COMMENTS: Fingerprints were taken in March of 2023. Records check in Cook, DeKalb, DuPage, Kane and Will counties show no current cases for the applicant.

INVESTIGATOR ASSIGNED [REDACTED]

SUPERVISOR REVIEW: [REDACTED]



Memo

Date: 05/13/2025
To: Deputy Chief Eric Majewski #317
From: Commander Drew Lamela #340
Re: Liquor License Background / Pho Ly

The purpose of this memorandum is to outline the steps taken during this background investigation for a liquor license application. This investigation was based on the application submitted for Liquor License Class B-1. Class B-1 licenses shall authorize the retail sale of alcoholic beverages for consumption on the premises of a restaurant and tavern. Pho Ly is located at 305 W. Main Street in St. Charles, Illinois.

Applicant:

Hai, Ly
DOB: [REDACTED]
[REDACTED]
St. Charles, Illinois 60175
Telephone: [REDACTED]

The application for Pho Ly was received on 04/08/2025. The submission was complete, including a signed lease, a menu, a floor plan, and a Certificate of Insurance. Hai Ly is listed as the new owner of the business, and he was also listed as the manager during our agency's initial background investigation in 2023.

Basset Certificate #23092615 for Hai Ly was also included.

A check of the Illinois Secretary of State showed Pho Ly Saint Charles, LLC in active status. Pho Ly Saint Charles, LLC was filed on 09/06/2024.

A check of the Illinois Liquor Control Commission revealed that Pho Ly's Illinois State Liquor License #1A-1155521 has expired on 04/30/2025.



A check with the DeKalb County, DuPage County, Cook County, Kane County and Will County Circuit Clerk's Office showed no records that would cause the license to be denied.

A check in TLOxp and the Chicago Police Department's ICLEAR system showed no records that would cause the license to be denied.

A check in the Kane County Aegis system revealed no record with Hai Ly.

A check with New World records showed no records that would cause the license to be denied.

Applicant Interview

On 05/07/2025, at 1130 hours, I met with Hai Ly at the St. Charles Police Department reference this background investigation. Hai Ly signed all required waiver forms to allow me to complete this background investigation.

Hai Ly stated that he is currently a part owner of Pho Ly and is in the process of purchasing his brother Minh Ly's share of the business. He plans to become the sole owner by September 2025. Hai Ly indicated that no changes are planned for the business—the menu, floor plan, business plan, and staff will all remain the same. The only anticipated change is in sole ownership.

Hai Ly stated that Pho Ly's Illinois Liquor License recently expired and that he is not currently selling alcoholic beverages. Hai Ly stated that once the liquor license application is approved by the City of St. Charles, he will then be able to apply for a new Illinois State Liquor License.

Hai Ly stated that he has never possessed a liquor license in any other city or state.

Hai was fingerprinted on 05/13/2025 and were sent to the FBI Illinois Bureau of Identification. The results revealed the following arrests:

- ❖ 5/16/2013 – Lone Tree Police Department – DUI
- ❖ 7/19/2006 – Carol Stream Police Department – DUI
- ❖ 01/08/2006 – Carol Stream Police Department – DUI
- ❖ 07/21/2003 – Lombard Police Department – Retail Theft

Site Inspection

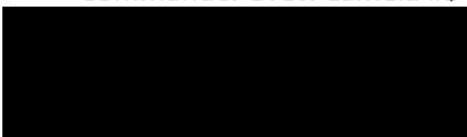
On 05/12/2025, at approximately 1015 hours, I conducted a site inspection at Pho Ly and met with the applicant, Hai Ly. I verified that the current floor plan matched the one submitted with the application and was consistent with the previous layout. I observed that both the Illinois State Liquor License and the City of St. Charles Liquor License had expired as of 04/30/2025. Hai Ly explained that the licenses were previously held in his brother Mihn Ly's name. He stated that they are not currently selling alcohol and intend to sell beer and wine once the new liquor license is approved. Hai Ly also confirmed that there is an existing inventory of alcohol on site. He noted that the business operates Wednesday through Saturday from 10:00 a.m. to 9:00 p.m., Sunday from 11:00 a.m. to 9:00 p.m., and Monday from 10:00 a.m. to 9:00 p.m., and is closed on Tuesdays.

I informed Hai Ly that the Liquor Control Commission (LCC) meeting is scheduled for 05/19/2025, at 4:30 p.m. in the City Council Chambers, and advised him that his attendance is required. Hai Ly confirmed that he would be present at the meeting.

This concludes this background investigation.

Respectfully submitted

Commander Drew Lamela #340



Quotation for
Liquor Liability Coverage

Quote Number: LL56410Q2025

Date: 04/04/2025

We are pleased to offer this quote which will remain **valid for 30 days provided there are no rate changes taking effect**. Renewal quotes will remain valid until the effective date listed under the policy term.

If between the date of this Quote and the Effective Date of the policy, there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the insurer's option, this quote may be withdrawn by written notice.

This Quote is based upon the preliminary information provided. Founders Insurance Company reserves the right to modify the terms & condition upon review of the completed application, loss runs for the preceding 5 years (minimum 3 years required), and any other information requested by the underwriter herein or if such material change in the risk is discovered after binding.

AGENT INFORMATION

Agent: Weer Insurance and Financial Services Inc
Address: 2409 Westward Dr.
Spring Grove, IL 60081
Telephone: (815)675-1007

APPLICANT INFORMATION & POLICY TERM

Applicant Name: PHO LY SAINT CHARLES LLC
Contact Name: NIKKI TRAN
Telephone: [REDACTED]
Policy Term: 04/04/2025 To: 04/04/2026

LOCATION INFORMATION

Location # 1
305 W MAIN ST
SAINT CHARLES, IL 60174

Location	Total Premium
# 1	\$1,839
Founders' Total:	\$1,839

Quote Number: LL56410Q2025

Date: 04/04/2025

LIQUOR LIABILITY RATING INFORMATION -**Location 1**

Classification	4445	Restaurant	CLASS RECEIPTS	\$25,000
----------------	------	------------	----------------	----------

Rating Territory 110

of Additional Insured 0

COVERAGE OPTION 1(Selected)Liquor Liability Coverage

CSL Per Occurrence Limit \$1,000,000

Aggregate Limit \$1,000,000

Item #1 Premium**Liquor Liability Premium**Optional Endorsements:# 1

Assault and Battery Coverage:

A&B CSL Per Occurrence Limit \$300,000

A&B Aggregate Limit \$300,000

Assault and Battery Coverage Premium \$58

Terrorism Buy Back Included

Optional Endorsement Premium

Total Liquor Liability Premium	\$1,839
	Selected

Quote Number: LL56410Q2025

Date: 04/04/2025

Defense expenses: Covered in addition to the policy limit.

Deductible \$0

Minimum Earned Premium: All policies are subject to greater of short-rated earned premium or \$750 minimum premium.

APPLICABLE FORMS

Mandatory Forms/Endorsements

Privacy Notice	FIC-PN 07-15
Cancellation Endorsement	LLCAN 04-16
Illinois Liquor Liability Coverage Part	IL-CSL 04-23
Virus or Bacteria Exclusion	16E-0006 07-21
Exclusion - Firearms	16E-0026 04-22
Exclusion - Trade or Economic Sanctions	16E-0049 05-24
CANNABIS EXCLUSION	16E-0048 04-24

Optional Endorsements

Limited Assault and/or Battery Coverage	16E-0034 04-23
Cap on losses from certified acts of terrorism	CG 21 70 01-15
Disclosure pursuant to terrorism risk insurance act	IL 09 85 12-20

LIQUOR LIABILITY POLICY PROVISIONS

Assault and Battery Coverage:

Assault and battery coverage may be purchased up to the policy per-occurrence limit on eligible classes ONLY. This coverage endorsement deletes a total assault and battery exclusion which would otherwise apply. An assault and battery coverage aggregate equal to the per-occurrence limit applies. Assault and battery coverage limits are also subject to the General Aggregate Limit defined in the policy and set forth in the Declarations.

Additional Insured Coverage:

\$100 fee for each additional insured on the policy. This endorsement extends coverage to a designated person(s) named on the policy as an additional insured.

Terrorism Coverage:

This endorsement provides coverage for losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act (TRIA) formula and definitions, subject to a cap of liability contained therein. A required disclosure attached to the policy provides information regarding the federal government's participation in the payment of terrorism losses insured under the federal program.

Miscellaneous Provisions:

License authority in Illinois: Admitted

1. If indicated above, the policy is subject to a minimum earned premium
2. Currently valued loss runs for the preceding 5 years (minimum 3 years required) within 30 days of binding coverage. If not provided within this time period, a notice of cancellation may be issued at the company's discretion.
3. If assault and battery coverage is selected, it must also be an included coverage on the prospective client's GL policy with limits equal to or higher than those selected with Founders. The following information will be required if assault & battery coverage is selected: Name of general liability carrier, policy number, effective dates and underlying limits. If assault and battery coverage is not included in the existing general liability policy or they do not have a general liability policy, assault and battery coverage availability will be limited to \$50,000 with Founders.
4. Risk eligibility/price indications may change after risk has been reviewed by a Founders underwriter
5. Binding is contingent upon receipt of a fully completed, dated and signed Founders liquor application



City of St. Charles License Certification

Applicant Name HAI LY.	Business Name PHO LY SAINT CHARLES LLC
Type of License: ☒ Liquor ☐ Massage Establishment ☐ Cigarette/Tobacco ☐ Videogaming	Business Address 305 W MAIN ST ST CHARLES, IL 60174

As a condition to the issuance by the City of the requested license, applicant does hereby agree to operate the aforesaid licensed business in accordance with the Codes, Ordinances and Policies of the City of St. Charles, County of Kane, and State of Illinois, now in force, or which may be enacted during the duration of this issued license. Applicant certifies and acknowledges that the information contained within this new license application, or its renewal, is true and correct. Applicant acknowledges that an untrue, incorrect, or misleading answer given in this application is grounds for the refusal to grant, or the revocation of, any license granted pursuant to this application.

[Redacted Signature]
Applicant's Signature

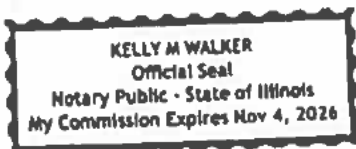
4/8/2025
Date

State of Illinois
County of Kane

Signed before me this 8th
day of April, 2025
by Hai ly

[Redacted Notary Signature]
Notary Public

(SEAL)



**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: **PHO LY SAINT CHARLES LLC**

DBA:

Phone: [REDACTED] Fax:

E-mail: [REDACTED]

Address: **305 W MAIN ST**

City: **SAINT CHARLES**

State: **IL**

ZIP
Code: **60174**

Expected date of business opening (Required): **ALREADY OPENED**

TAX PREPARER INFORMATION

Name of Tax Preparer: **JOHN TRAN**

Phone: [REDACTED] Fax:

E-mail:

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.

Form **LLC-5.5**

**Illinois
Limited Liability Company Act
Articles of Organization**

FILE # 15188766

Secretary of State Alexi Giannoulias
Department of Business Services Limited
Liability Division
www.ilsos.gov

Filing Fee: \$150

Approved By: JXD

FILED

SEP 06 2024

**Alexi Giannoulias
Secretary of State**

1. Limited Liability Company Name: PHO LY SAINT CHARLES, LLC
2. Address of Principal Place of Business where records of the company will be kept:
305 W. MAIN ST.
SAINT CHARLES, IL 60174
3. The Limited Liability Company has one or more members on the filing date.
4. Registered Agent's Name and Registered Office Address:
HAI LY
305 W MAIN ST
SAINT CHARLES, IL 60174-1813
5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."
6. The LLC is to have perpetual existence.
7. Name and business addresses of all the managers and any member having the authority of manager:
LY, HAI
305 W. MAIN ST.
SAINT CHARLES, IL 60174
8. **Name and Address of Organizer**
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: SEPTEMBER 06, 2024 HAI LY
305 W. MAIN ST.
SAINT CHARLES, IL 60174



Office of the Secretary of State

ilsos.gov

Business Entity Search

Entity Information

Entity Name	PHO LY SAINT CHARLES, LLC		
Principal Address	305 W. MAIN ST. SAINT CHARLES, IL 601740000		
File Number	15188766	Status	ACTIVE on 09-06-2024
Entity Type	LLC	Type of LLC	Domestic
Org. Date/Admission Date	09-06-2024	Jurisdiction	IL
Duration	PERPETUAL		
Annual Report Filing Date	00-00-0000	Annual Report Year	
Agent Information	HAI LY 305 W MAIN ST SAINT CHARLES, IL 60174-1813	Agent Change Date	09-06-2024

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Managers	Address
LY, HAI	305 W. MAIN ST. SAINT CHARLES, IL 60174

Showing 1 to 1 of 1 entries

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

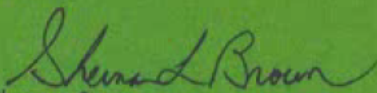
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions

ServSafe
National Restaurant Association

ServSafe Alcohol® CERTIFICATE

ID # 22443249

CARD # 23092815



HAIRY

NAME

1/8/2023

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

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Sherman Brown
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.

NATIONAL
RESTAURANT
ASSOCIATION

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

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license details

[← RETURN TO SEARCH RESULTS >](#)

License

License Number

1A-1155521

License Class

1A - RETAILER

Retail Type

ON-PREMISES CONSUMPTION

Sales Tax Account #

44747251

Issue Date

04/30/2024

Expiration Date

04/30/2025

Application Status

Renewal

License Status

Expired

Business

Licensee Name

PHO 92 INC

Business Name

PHO LY, INC

Address

305 W MAIN ST
ST. CHARLES IL, 601741813

County

Type

Restaurant

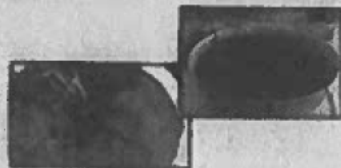
Owners

LY, MINH OWNER 50.00

TRAN, MONGDEP OWNER 50.00

All Vietnamese rice noodles are served with lettuce, bean sprouts, sliced onions, peanuts & vegetables. Served with a side of fish sauce.

- 39. **Bún Bò Hấp**
Special rice vermicelli with chicken, pork, shrimp, beef and an egg. \$4.99
- 40. **Bún Thịt Hấp Chả Giò**
Vermicelli rice noodles with grilled pork and an egg. \$4.99
- 41. **Bún Bò Hấp Chả Giò**
Vermicelli rice noodles with grilled beef and an egg. \$4.99
- 42. **Bún Thịt Hấp Chả Giò**
Vermicelli rice noodles with grilled chicken and an egg. \$4.99
- 43. **Bún Thịt Hấp Chả Giò**
Vermicelli rice noodles with grilled shrimp and an egg. \$4.99
- 44. **Bún Gà Hấp**
Vermicelli rice noodles with grilled chicken. \$4.99
- 45. **Bún Bò Hấp Đặc Biệt**
Salty house-style special soup with Vietnamese bean sprouts, pork & beef. Served with available upon request. \$4.99
- 46. **Bún Bò**
Noodle, shrimp, pork, beef, vegetables & rice vermicelli. \$4.99
- 47. **Bún Chay**
Vegetarian noodle salad with fried vegetables and beef ribs served on rice noodles. \$4.99



Add Any Extra To Your Dish

- Extra Meat \$1.00
- Extra Meatballs \$1.00
- Extra Noodles \$1.00
- Extra Vegetables \$1.00

Khai Vị - Appetizers

- 1. **Chả Giò (5 Pcs)** Crispy egg rolls deep fried Vietnamese egg roll filled with ground pork, mushrooms & carrots. \$4.99
- 2. **Gỏi Chả (1 Pcs)** Spring roll rice paper wrappers filled with lettuce, meat, bean sprouts, rice vermicelli, pork, shrimp, served with peanut sauce on the side. \$4.99
- 3. **Hấp Chả Chả Giò** Fried crispy egg roll. \$4.99
- 4. **Tôm Chả Chả Giò** Fried crispy shrimp. \$4.99
- 5. **Bánh Tráng Chả Chả Giò** Crispy shrimp omelette. \$7.99
- 6. **Chả Chả Chả Chả** Fried chicken wings. \$4.99
- 7. **Chả Chả Chả Chả** Fried chicken wings. \$4.99
- 8. **Bánh Xèo** Vietnamese crispy pancake with shrimp, pork, bean sprouts, lettuce and herbs & served with fish sauce. \$4.99
- 9. **Tôm Hấp Bún** Crispy fried rolls. \$4.99
- 10. **Cá Hấp Bún** Crispy fried rolls. \$4.99
- 11. **Cá Chả Bún** Sweet and sour beef tendon served with green cabbage & banana blossom. \$4.99



Bánh Mì - Vietnamese Sandwiches

Sandwiches served with pickled daikon and carrots, chick cucumber sprouts, fresh cilantro and sliced jalapeno.

- 12. **Bánh Mì Đặc Biệt**
Special Vietnamese sandwiches combination of ham, pork & pork roll, butter and beef cheese. \$7.99
- 13. **Bánh Mì Thịt Hấp Hấp**
Vietnamese sandwich with grilled pork. \$7.99
- 14. **Bánh Mì Thịt Hấp Hấp**
Vietnamese sandwich with grilled beef. \$7.99
- 15. **Bánh Mì Bò Hấp**
Vietnamese sandwich with beef stew. \$7.99



- 48. **Bò Hấp Thịt Chả** Rice noodles with a combination of shrimp, pork, fish cake & squid. \$4.99
- 49. **Bò Hấp Thịt Chả** Rice noodles with a combination of shrimp, pork, fish cake & squid. \$4.99
- 50. **Bò Hấp Thịt Chả** Rice noodles with a combination of shrimp, pork, fish cake & squid. \$4.99
- 51. **Bò Hấp Thịt Chả** Rice noodles with a combination of shrimp, pork, fish cake & squid. \$4.99
- 52. **Bò Hấp Thịt Chả** Rice noodles with a combination of shrimp, pork, fish cake & squid. \$4.99
- 53. **Bò Hấp Thịt Chả** Rice noodles with a combination of shrimp, pork, fish cake & squid. \$4.99
- 54. **Bò Hấp Thịt Chả** Rice noodles with a combination of shrimp, pork, fish cake & squid. \$4.99

GIẢI KHÁT - Beverages

- 55. **Cà Phê Sữa Đá** Coffee with sweetened with served over ice. \$2.99
- 56. **Nước Dừa** Coconut juice. \$2.99
- 57. **Sinh Tố** Smoothie. \$2.99
- 58. **Sinh Tố** Smoothie. \$2.99
- 59. **Sinh Tố** Smoothie. \$2.99
- 60. **Sinh Tố** Smoothie. \$2.99
- 61. **Sinh Tố** Smoothie. \$2.99
- 62. **Sinh Tố** Smoothie. \$2.99
- 63. **Sinh Tố** Smoothie. \$2.99
- 64. **Sinh Tố** Smoothie. \$2.99
- 65. **Sinh Tố** Smoothie. \$2.99



© 2015

Phở - Rice Noodle Soup

Rice noodles with bean sprouts, beef and jalapeno on the side.

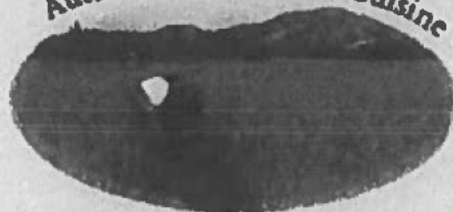
- | | | |
|---|---------------|--------------|
| 16. Phở Bò Special Combination Noodle Soup with sliced steak, beef, bean sprouts, rice & mushrooms. (Chicken, pork, beef or well done) | Medium \$4.99 | Large \$5.99 |
| 17. Phở Gà Special Combination Noodle Soup with sliced chicken, beef, bean sprouts, rice & mushrooms. (Chicken, pork, beef or well done) | Medium \$4.99 | Large \$5.99 |
| 18. Phở Thịt Bò Viên Beef and beef balls noodle soup. (Chicken, pork, beef or well done) | Medium \$4.99 | Large \$5.99 |
| 19. Phở Thịt Bò Viên Beef and beef balls noodle soup. (Chicken, pork, beef or well done) | Medium \$4.99 | Large \$5.99 |
| 20. Phở Thịt Bò Viên Beef and beef balls noodle soup. (Chicken, pork, beef or well done) | Medium \$4.99 | Large \$5.99 |
| 21. Phở Thịt Bò Viên Beef and beef balls noodle soup. (Chicken, pork, beef or well done) | Medium \$4.99 | Large \$5.99 |
| 22. Phở Thịt Bò Viên Beef and beef balls noodle soup. (Chicken, pork, beef or well done) | Medium \$4.99 | Large \$5.99 |
| 23. Phở Thịt Bò Viên Beef and beef balls noodle soup. (Chicken, pork, beef or well done) | Medium \$4.99 | Large \$5.99 |
| 24. Phở Thịt Bò Viên Beef and beef balls noodle soup. (Chicken, pork, beef or well done) | Medium \$4.99 | Large \$5.99 |
| 25. Phở Thịt Bò Viên Beef and beef balls noodle soup. (Chicken, pork, beef or well done) | Medium \$4.99 | Large \$5.99 |
| 26. Phở Thịt Bò Viên Beef and beef balls noodle soup. (Chicken, pork, beef or well done) | Medium \$4.99 | Large \$5.99 |



Authentic Vietnamese Cuisine

Phở Ly

Authentic Vietnamese Cuisine



Business Hours
Monday, Wednesday, Thursday 10am - 9pm
Friday & Saturday 10am - 9pm
Sunday 11am - 8pm
Closed Tuesday

www.PhoLyStCharles.com
630-797-5099

305 W. Main Street, St. Charles, IL 60174



CƠM - Steamed Rice

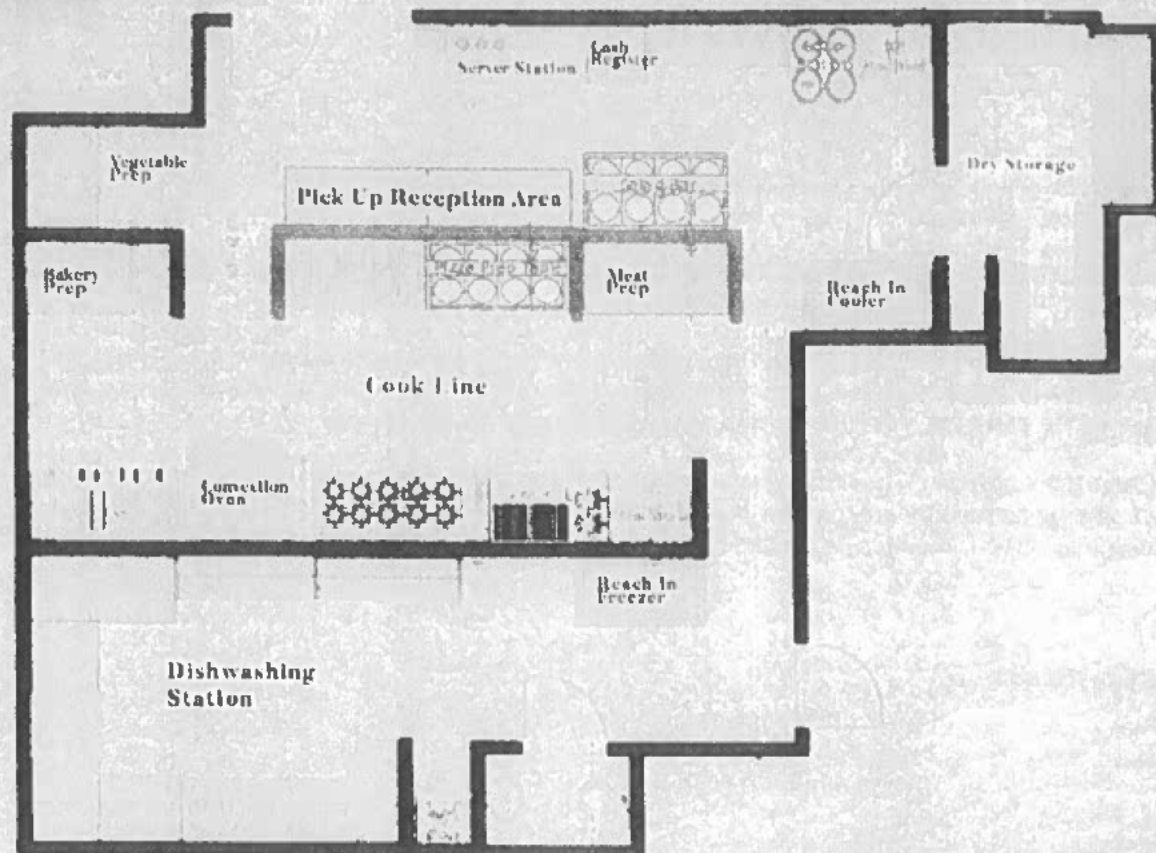
Served with steamed rice & a side of fish sauce.

- 27. **Cơm Thịt Bò Chả**
Grilled pork chop & shredded pork & chicken & steamed pork egg roll. \$4.99
- 28. **Cơm Thịt Bò Chả**
Grilled pork chop. \$4.99
- 29. **Cơm Thịt Bò Chả**
Grilled beef. \$4.99
- 30. **Cơm Thịt Bò Chả**
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- 100. **Cơm Thịt Bò Chả**
Grilled chicken. \$4.99



Phở Ly

Kitchen Plan

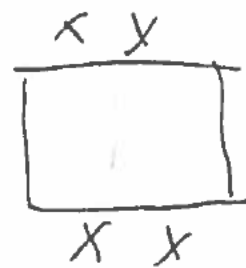
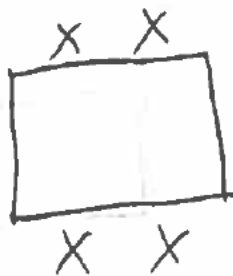
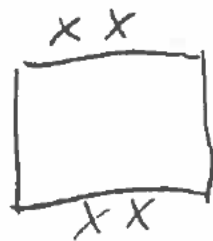
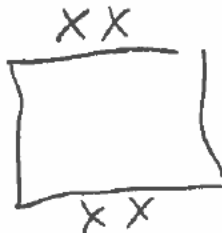
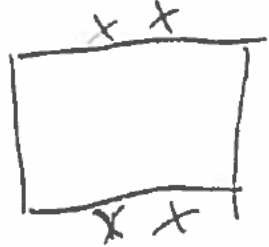
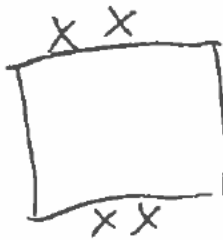
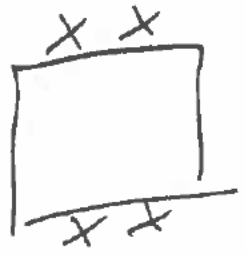
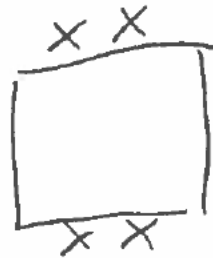
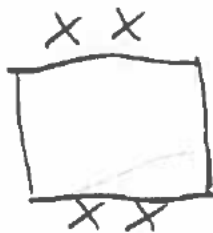
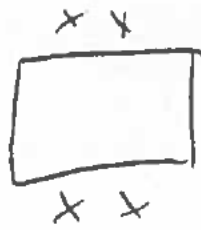
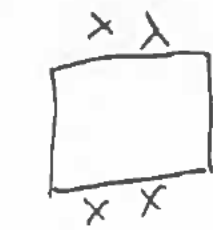


305X

Kitchen

bathroom

door



bar

x

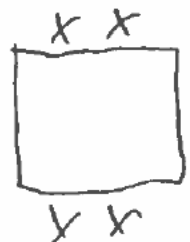
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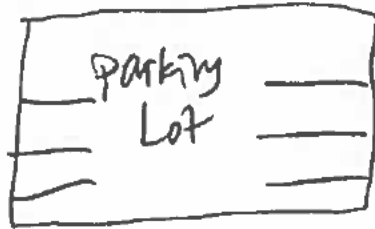
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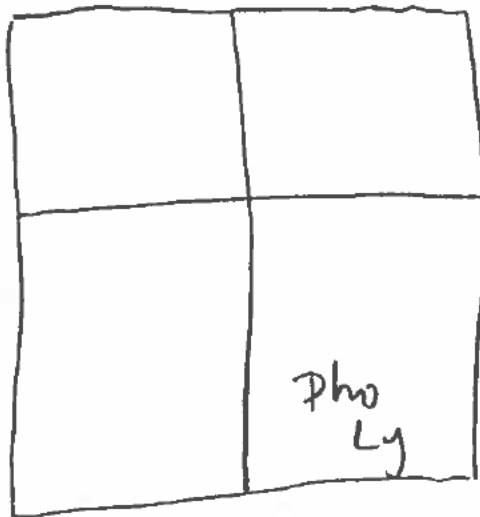
front door



Walnut St



3rd St



Main St

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is dated as of October 25, 2022, by and between Universe Properties, LLC, an Illinois limited liability company (hereinafter called "Landlord"), whose address for purposes hereof is 303 W. Main Street, Suite 200, St. Charles, Illinois and PHO 92 Inc. doing business as PHO 92 (hereinafter called "Tenant").

1. DEFINITIONS.

(a) "Building": 301-305 W. Main Street, St. Charles, Illinois within which the Premises is located and containing approximately 11,852 rentable square feet

(b) "Premises": Approximately 3,290 rentable square feet located at 305 W. Main Street, in the Building, generally outlined on Exhibit "A" hereto.

(c) "Property": The land upon which the Building is situated as described in Exhibit "B".

(d) "Common Areas" means those areas located offsite of the Building designed for the common use and benefit of Landlord and all tenants and occupants, including without limitation, all: sidewalks, curbs, parking lots (if any owned by Landlord) and facilities, access easements, easement areas, means of ingress and egress, truck maneuvering areas, landscaping, irrigation systems, detention ponds, drainage areas, and other related items as may be designated from time to time by Landlord. Common Areas include areas that require repair and maintenance of lighting, irrigation systems and landscaping and snow and ice removal.

(e) "Commencement Date": Earlier of substantial completion of Tenant Improvements, or November 1, 2022.

(f) "Lease Term": The period commencing on the Commencement Date and continuing for sixty (60) calendar months thereafter; provided, however, if the term of this Lease commences on a date other than the first day of a calendar month, the Lease term shall be sixty (60) calendar months plus the remainder of the calendar month in which the Lease is deemed to have commenced.

(g) "Base Rent":

Period	# Months	Monthly Base Rent	Total Monthly Base Rent + Base Pass Through	Total Annual Base Rent + Base Pass Through
**11/01/22 - 02/28/23 [Months 1 - 5]	4	\$6,278 [\$6,278 per month Base Rent abated per Section 3 below] [if applicable]	\$6,278 + \$1,722 Base Pass Through = \$8,000 [\$7,754 per month Base Rent and Base Pass Through abated per Section 3 below] [if applicable]	\$25,112 + \$6,888 Base Pass Through = \$32,000 [\$32,000 Total Base Rent and Base Pass Through abated per Section 3 below] [if applicable]
03/01/23 - 10/31/23 [Months 6 - 12]	8	\$6,278	\$6,278 + \$1,722 Base Pass Through = \$8,000	\$50,224 + \$13,776 Base Pass Through = \$64,000
11/01/23 - 10/31/24 [Months 13-24]	12	\$6,466	\$6,466 + \$1,722 Base Pass Through = \$8,188	\$77,592 + \$20,664 Base Pass Through = \$98,256
11/01/24 - 10/31/25 [Months 25 - 36]	12	\$6,660	\$6,660 + \$1,722 Base Pass Through = \$8,382	\$79,920 + \$20,664 Base Pass Through = \$100,584
11/01/25 - 10/31/26 [Months 37 - 48]	12	\$6,860	\$6,860 + \$1,722 Base Pass Through = \$8,582	\$82,320 + \$20,664 Base Pass Through = \$102,984
11/01/26 - 10/31/27 [Months 49 - 60]	12	\$7,066	\$7,066 + \$1,722 Base Pass Through = \$8,788	\$84,792 + \$20,664 Base Pass Through = \$105,456
11/01/27 - 02/28/28 [Months 61 - 65]	4	\$7,273	\$7,273 + \$1,722 Base Pass Through = \$8,995	\$29,092 + \$6,888 Base Pass Through = \$35,980

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**** Estimated Dates**

(h) **"Operating Expenses"**: The term "Operating Expenses" shall mean all costs, expenses, disbursements of every kind or character that Landlord shall pay, incur or become obligated to pay in connection with the management, ownership, operation, maintenance, repair, replacement and/or security of the Building, and/or Common Areas, including, but not limited to, (A) property management fees; (B) tools, supplies and materials; (C) capital improvement costs or expenses which are (i) expected to reduce Operating Expenses, or (ii) required under or made to comply with changes in any applicable Laws, or (iii) which are generally considered maintenance and repair items, amortized at a market rate over the useful economic life of such improvements; (D) all utilities, electricity, water, fuel and gas expenses, (E) maintenance, building services, grounds care, snow removal, cleaning, pest control, janitorial expenses, trash removal, equipment, (F) legal and professional fees; (G) all casualty, liability and other insurance expenses; (H) roof repair (but not roof replacement), repairs, replacements, and maintenance of the Building, all equipment, fire safety, communication, plumbing, electrical, HVAC and other mechanical systems, and/or common areas and (I) all real estate, property, ad valorem and/or personal property taxes and assessments. Operating Expenses exclude costs for (i) repair and replacement paid by insurance proceeds or other third parties; (ii) interest, amortization or other payments on loans or ground leases to Landlord; (iii) depreciation; (iv) leasing commissions; (v) tenant improvements for other Building occupants; (vi) income, inheritance, estate, gift, transfer, succession, franchise and profit taxes, and (vii) expenses to enforce tenant leases.

- (i) **"Security Deposit"**: \$24,995.00. Two month gross security deposit plus last month of initial term rent.
- (j) **"Tenant's Proportionate Share"**: 27.8% (calculated as rentable square feet of the Premises [3,290] divided by the rentable square feet of the Building [approximately 11,852 rentable square feet]).
- (k) **"Permitted Use"**: Full service restaurants with liquor licenses.
- (l) **"Landlord's Broker"**: CBRE Commercial Real Estate
- (m) **"Tenant's Broker"**: _____
- (n) **"Guarantor"**: Minh Ly, Mongdep Tran
- (o) **"Tenant Improvements"**: See Exhibit "E." Subject to Landlord's receipt of detailed plans in conformance with all applicable building codes, and Landlord's prior written consent following receipt of detailed plans.
- (p) **"Base Year"**: 2022

2. LEASE GRANT.

(a) Landlord does hereby lease, demise and let unto Tenant the Premises and Kitchen Equipment (as set forth in Exhibit C), commencing on the Commencement Date and ending on the last day of the Lease term, unless sooner terminated as herein provided. If the Premises is not available and ready for delivery prior to the target commencement date of **November 1, 2022**, then this Lease shall not terminate and Landlord shall not be deemed to be in default hereunder. By occupying the Premises, Tenant shall be deemed to have accepted the same as suitable for the purpose herein intended and to have acknowledged that the same comply fully with Landlord's obligations.

(b) Except as set forth in Section 5(c), Tenant shall accept the Premises and Kitchen Equipment in its "as-is" condition as of the Commencement Date, subject to all-applicable laws, ordinances, regulations, covenants and restrictions. Landlord or its agents have made no representation or warranty as to the Premises or Kitchen Equipment's condition or suitability of the Premises and Kitchen Equipment for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises and Kitchen Equipment are suitable for Tenant's intended purposes. Tenant's taking possession of the Premises and Kitchen Equipment is conclusive evidence that Tenant accepts the Premises and Kitchen Equipment as-is. Any statement or reference of size or square footage set forth in this Lease for the Premises, Building, or otherwise that may have been used in calculating any Rent is an approximation. The parties agree that such approximation is reasonable and agree to be bound by the same, and any Rent payments based thereon are not subject to revision whether or not the actual size or square footage is more or less. By taking possession of the Premises and Kitchen Equipment, Tenant acknowledges and agrees that: (i) it has had the opportunity to inspect the Premises and Kitchen Equipment; (ii) Tenant accepts the Premises and Kitchen Equipment "AS IS" and "WITH ALL FAULTS;" and (iii) Landlord does not make and Tenant does not rely upon any representation or warranty of any kind, expressed or implied, with respect to the condition of the Premises and Kitchen Equipment (including habitability, suitability or fitness for a particular purpose). **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD HEREBY DISCLAIMS, AND TENANT WAIVES THE BENEFIT OF, ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

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(c) Notwithstanding anything to the contrary contained herein, neither the Commencement Date nor Tenant's obligation to commence paying any Rent will be delayed or extended by any "Tenant Delay" which includes, without limitation, any delay: (i) in completion of any Tenant improvements in the Premises by Tenant, its agents or contractors; (ii) in finalization or approval of any plans and specifications caused by Tenant, its agents or employees; (iii) caused by any changes to the approved plans and specifications requested by Tenant, its agents or employees; (iii) of any other kind or nature caused by Tenant, its agents or employees.

(d) **Kitchen Equipment.** Landlord agrees to lease the personal property identified on Exhibit C to Tenant (the "**Kitchen Equipment**") on an "as is" basis, and on the same terms as the Premises, except as stated otherwise in this Lease. Tenant shall return the Kitchen Equipment to Landlord at the end of the Lease Term in the same condition in which it was initially provided to Tenant, reasonable wear and tear excepted. In the event any of the Kitchen Equipment is not returned, or is returned in an unsatisfactory condition, as determined by Landlord in its sole discretion, Tenant shall, in the Landlord's reasonable discretion, either i) replace said Kitchen Equipment with replacements of like kind and quality, or ii) pay Landlord the monetary value of said Kitchen Equipment as of the End of Lease Date, in an amount determined by Landlord, within five business days of Landlord's written notification to Tenant of the funds due for the Kitchen Equipment. Tenant shall be responsible for the maintenance, repair and replacement of the Kitchen Equipment during the Lease Term.

3. RENT.

(a) Tenant shall timely pay to Landlord the Base Rent (subject to adjustment as provided herein) for each month of the entire Lease term in accordance with the schedule set forth in Section 1(g) above, plus agreed base common area maintenance charge in the amount of **\$6.28** per rentable square foot ("**Base Pass Through**"), and all other Rent when due without deduction, set off or demand, at Landlord's specified address. The Security Deposit (\$15,508) plus 1 last month of gross rent of initial term shall be due and payable upon Lease execution. Thereafter, a monthly installment of Rent shall be due and payable in accordance with Schedule 1(g) above without deduction, demand or set off beginning on the first (1st) day of the first (1st) full calendar month of the Lease term and continuing on or before the first (1st) day of each succeeding calendar month thereafter during the term. All Rent for any fractional month shall be prorated. All other payments due to Landlord hereunder other than Base Rent are collectively "**Additional Rent**". If Tenant defaults under this Lease, all free Rent, bonuses or incentives provided to Tenant shall be immediately due and payable. All Tenant payments more than five (5) days past due shall bear interest from the date due until paid at the lesser of (i) eighteen percent (18%) per annum; or (ii) the highest rate permitted by applicable law (the "**Interest Rate**"). In addition, for any Rent payment more than five (5) days past due, Tenant shall pay a late fee equal to ten percent (10%) of such payment, which the parties agree is reasonable ("**Late Fee**").

* Portion of Base Rent and Base Pass Through only will be conditionally abated during **Months 1 to 5** of the initial Term (the "**Abated Rent Periods**"). The total abated Base Rent and Base Pass Through is **\$32,000** (the "**Abated Rent**"). The abatement is for minimum Base Rent and Base Pass Through only and excludes any other amounts or Additional Rent due under this Lease. The Abated Rent abatement is expressly conditioned on Tenant's fulfilling all of its obligations under the Lease for the entire Term. If Tenant defaults under the Lease, all unexpired Abated Rent benefits shall cease, and all previously abated Rent shall be immediately due and payable from Tenant to Landlord.

(b) Tenant shall pay \$35.00 for each returned check. It is not intended that the late fee or any portion be construed as interest in any way. If, for any reason whatsoever, any two or more payments from Tenant to Landlord for the Rent are dishonored and returned unpaid, thereafter Landlord may, at Landlord's sole option, upon written notice to Tenant, require that all future payments of Rent for the remaining Term of the Lease must be made by cash, certified check, cashier's check, or money order ("**Good Funds**") and that the delivery of Tenant's personal or corporate check will no longer constitute payment of the Rent under this Lease. Any acceptance by Landlord of a payment for the Rent by Tenant's personal or corporate check thereafter shall not be construed as a waiver of Landlord's right to insist upon payment by Good Funds as set forth herein.

4. **SECURITY DEPOSIT.** Upon Tenant's execution of this Lease, Tenant shall deposit with Landlord **Twenty Four Thousand Nine Hundred Ninety Five and 00/100ths Dollars (\$24,995)** ("**Security Deposit**" plus Last Month of Initial Term Gross Rent.). The Security Deposit is security for Tenant's payment of all Rent and full performance of all the terms, conditions, and covenants of this Lease. Tenant is not entitled to any interest on the Security

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Deposit. Upon any event of default by Tenant, Landlord without prejudice to any other remedy may apply to deposit to any Landlord damages. Tenant shall restore any portion of the Security Deposit applied by Landlord. Landlord may assign the Security Deposit to any successor and upon such transfer shall have no further liability for the Security Deposit. The Security Deposit shall not be deemed an advance payment of Rent or a measure of damages for any default by Tenant under this Lease, nor shall it be deemed a bar or defense to any action which Landlord may at any time commence against Tenant. Landlord may, at any time, offset the Security Deposit against any Rent or other amounts owed by Tenant under the Lease.

5. LANDLORD'S OBLIGATIONS.

(a) Landlord shall furnish to Tenant (1) water (if available from city or municipal mains) at those points of supply provided for general use of tenants of the Building; (2) such window washing as may from time to time be reasonably required; (3) Common Area refuse and trash collection. Landlord is not liable for any interruption of utilities or services and such interruption shall not be a constructive eviction or entitle Tenant to any Rent abatement.

(b) Landlord shall repair and maintain, at its expense, the structural soundness of the foundation and exterior walls of the Building, reasonable wear and tear and uninsured losses and damages caused by Tenant and any Tenant Party excluded. Except for HVAC maintenance, repair, and replacement, and Kitchen Equipment maintenance and repair (which is Tenant's responsibility under Section 9 below) and the remaining Tenant obligations of Section 9, Landlord, subject to reimbursement as may be provided in Section 7, shall repair and maintain in good condition (i) all portions of the Premises and all areas, improvements and mechanical systems exclusively serving the Premises including, without limitation, dock and loading areas, plumbing, water and sewer lines up to points of common connection, entries, doors, ceilings, windows, interior walls, and the interior side of demising walls, and the electrical, plumbing, heating, ventilation and air conditioning systems, (ii) the parking areas (if any owned by Landlord), roof, alleys, landscape and grounds surrounding the Premises. Notwithstanding anything to the contrary contained herein, Tenant shall bear the full cost of any repair or replacement to any part of the Premises or Building that results from damage caused by Tenant or any Tenant Party. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Section, after which Landlord shall have a reasonable opportunity to repair. Landlord reserves the right, exercisable without notice and without liability to Tenant for damage or injury to property, persons or business and without effecting an eviction, constructive or actual, or disturbance of Tenant's use or possession, or giving rise to any claim for setoff or abatement of rent, to decorate and to make repairs, alterations, additions, changes or improvements, whether structural or otherwise, in and about the Building, common areas or any part thereof, and for such purposes to enter upon the Premises and, during the continuance of any such work, to temporarily close doors, entryways, public space and corridors in the Building and to interrupt or temporarily suspend Building services and facilities.

(c) Landlord shall at its expense deliver the Premises with the HVAC, plumbing and electrical systems in the Premises in commercially reasonable working order.

6. UTILITIES. Tenant shall pay for all water, electricity, heat, light, power, telephone, sewer, cable, internet, refuse and trash collection, janitorial and other utilities and services used on the Premises, all maintenance or installation charges for such utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like on these services pertaining to Tenant's use of the Premises. Tenant shall supply at its own expense security, alarm and janitorial services and garbage removal in the Premises (including the provision of a dumpster and waste management services agreement for removal of garbage generated from use of the Premises). Tenant shall not waste electricity, water, heat or air conditioning and shall cooperate fully with Landlord to assure the most effective and efficient operation of the electrical, plumbing, HVAC and other systems in the Building. Landlord may cause at Tenant's expense any utilities to be separately metered or charged directly to Tenant by the provider. Tenant shall pay its share of all charges for jointly metered utilities based upon consumption, as reasonably determined by Landlord. No interruption or failure of utilities shall result in the termination of this Lease or the abatement of rent.

7. OPERATING EXPENSE INCREASES.

(a) Tenant shall during the term of this Lease and any extensions or renewals thereof pay as Additional Rent an amount equal to the Base Pass Through plus Excess Operating Expenses. Tenant's Proportionate

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Share of the excess actual Operating Expenses from time to time for the Building over the sum of the Base Pass Through for calendar year **2022** shall be the ("Excess Operating Expenses"). Landlord, at its option, may collect such Excess Operating Expenses as Additional Rent in a lump sum, to be due and payable within thirty (30) days after Landlord furnishes to Tenant a statement of actual Operating Expenses for the previous year, or (ii) beginning with **January 1, 2023**, and on each January 1 thereafter, Landlord shall also have the option to make a good faith estimate of the Excess Operating Expenses for each upcoming calendar year (or portion thereof) and beginning on January 1, 2023 and on each subsequent calendar month thereafter may require the monthly payment of such Additional Rent equal to one-twelfth (1/12) of such estimate. Landlord may modify or increase the estimate of Excess Operating Expenses at any time.

(b) To the extent Landlord wishes to charge Excess Operating Expenses, Landlord shall furnish to Tenant a statement of Landlord's actual Operating Expenses for the previous year by April 1 of each calendar year during Tenant's occupancy, or as soon thereafter as practical ("Statement"). If for any calendar year additional rent collected for the prior year as a result of Landlord's estimate of Excess Operating Expenses is in excess of the additional rent actually due during such prior year, then Landlord shall refund or credit to Tenant any overpayment within thirty (30) days of the Statement. Likewise, Tenant shall pay to Landlord, within thirty (30) days of written demand, any underpayment with respect to the prior year. Landlord may adjust or revise any Statement for any given year if Excess Operating Expenses are revised or adjusted or if new information is received. Any estimated Operating Expenses for the Base Year for the Premises set forth on the first page of this Lease are only estimates, and actual expenses may differ based on present and future years' operational experience. If, within sixty (60) days of receipt of any annual statement of Excess Operating Expenses, Tenant fails to deliver to Landlord written notice of any objections to said statement, then the Tenant shall forever waive all rights to raise any such objections thereafter.

(c) If the Building is not at least ninety percent (90%) occupied during all or a portion of any Base Year or other comparison Lease year or applicable portion thereof during the term (including any option of extension periods, if any), Landlord may elect to make an appropriate adjustment to the variable components of Operating Expenses that vary due to occupancy, such as without limitation, costs of janitorial services and utilities) for the Base Year and each subsequent comparison year, using sound accounting and management principles, to determine the amount of Operating Expenses that would have been paid had the Project been at least ninety percent (90%) occupied; and the amount so determined shall be deemed to have been the amount of Operating Expenses for such year, or applicable portion thereof.

8. **USE.** Tenant shall use the Premises only for the permitted use in compliance with all applicable Laws. The Premises shall not be used for any use or in a manner which is unlawful, a nuisance, disreputable, creates extraordinary fire hazards, results in increased insurance rates, or interferes with or disturbs other tenant's or Landlord in the management of the Building. Tenant will maintain the Premises in a clean, healthful and safe condition and will comply with all applicable laws, ordinances, orders, rules and regulations with reference to the use, condition or occupancy of the premises. The Premises shall not be used for the retail sale, cultivation or dispensing of medical marijuana, and such use is prohibited. Tenant shall be solely responsible for obtaining and maintaining a liquor license in compliance with all applicable laws prior to service of any intoxicating beverages on the Premises.

9. **TENANT'S REPAIRS AND ALTERATIONS.**

(a) Subject to Landlord's obligations in Section 5, Tenant, at its expense, shall repair, replace and maintain in clean, good condition and repair all portions of the Premises and all areas, fixtures, Kitchen Equipment, improvements, Tenant Improvements, equipment and mechanical systems exclusively serving the Premises including, without limitation, plumbing, electrical, lighting, water and sewer lines up to points of common connection, entries, special store fronts, doors, ceilings, windows, interior walls, and the interior side of demising walls, glass and plate glass, and electric, plumbing, sprinkler, life safety, mechanical and heating, ventilation (including but not limited to hood and ducts) and air conditioning systems.

(b) Tenant shall maintain at Tenant's expenses in force at all times a maintenance contract for the HVAC systems serving the ("HVAC Service Agreement") in a form and with a contractor acceptable to Landlord, providing for a minimum of quarterly maintenance, a copy of which shall be given to Landlord within the first sixty (60) days of Tenant's occupancy. Tenant shall provide Landlord with a copy of all receipts of work completed pursuant to the HVAC Service Agreement.

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(c) Tenant shall maintain and clean the Premises grease traps (no less than quarterly) and sewer basin and sewer lines servicing the Premises (no less than bi-annually) through a contractor acceptable to Landlord, providing for a minimum of quarterly maintenance and cleaning, and provide Landlord with receipts of all such completed work. Tenant shall maintain at Tenant's expenses in force at all times a maintenance contract for the Premises' hood and ducts (referred to as "Black Iron") servicing the Premises through a contractor acceptable to Landlord, providing for a minimum of semi-annual maintenance and cleaning of the entire system, and provide Landlord with receipts of all such completed work.

(d) Tenant shall regularly maintain the Kitchen Equipment in a clean, safe, and good working order, and in full compliance with all manufacturers' service, maintenance, and warranty requirements.

(e) Tenant shall maintain at Tenant's expenses in force at all times an extermination contract for the Premises (including without limitation the interior of the Premises) servicing the Premises to keep the Premises free of pests and rodents, through a contractor acceptable to Landlord, providing for a minimum of monthly extermination services, and provide Landlord with receipts of all such completed work.

(f) Notwithstanding anything to the contrary contained herein Tenant shall bear the full cost of any repair or replacement to any part of the Kitchen Equipment, Premises, Tenant Improvements, Building or Property that results from damage caused by Tenant or any Tenant Party and/or any repair that benefits only the Premises. Tenant will not in any manner deface or injure the Building and will pay the cost of repairing, and replacing as necessary, any damage or injury done to the Kitchen Equipment, Building, Property, Tenant Improvements, common areas or any part thereof by Tenant or any Tenant Party, including without limitation any fire damage to the Building as determined by the applicable fire department investigator notwithstanding the language of Section 16. No additional alterations or improvements to the Premises are permitted without Landlord's prior written consent. Upon Lease termination or expiration, Tenant shall at its expense restore the Premises. All alterations, improvements, Tenant Improvements (including all personal property added to the Premises pursuant to the Tenant Improvements), or fixtures made or added to the Premises by Tenant shall, at Landlord's sole option, either be removed by Tenant at Term end (and Tenant shall repair all damage caused thereby), or shall at Landlord's election remain at Term end without compensation to Tenant; provided that Tenant has no obligation to remove any initial Tenant Improvements (if any) installed by or through Landlord. Tenant may not remove any Tenant Improvements from the Premises without Landlord's written consent. Tenant hereby grants Landlord a security interest in all Tenant Improvements, including but not limited to personal property, goods, equipment, fixtures, proceeds therefrom, and replacements added to or installed at the Premises as Tenant Improvements. Tenant shall maintain the Premises in a clean, safe, and operable condition shall not permit any waste or damage. If Tenant fails to make any repairs within 15 days after written notice, then Landlord may make the repairs at Tenant's cost. All Tenant contractors shall maintain adequate insurance coverage as required by Landlord. All Tenant work shall be performed in accordance with all Laws, in a good and workmanlike manner. Tenant shall not permit any mechanic's liens to be filed against the Premises, Building or Property for any work performed by or through Tenant or any Tenant Party. Tenant shall remove or discharge any such lien at Tenant's costs within ten (10) days of filing. Tenant shall at its expense be responsible for any alterations, modifications or improvements to the Premises required under the ADA. Tenant shall provide copies of all receipts for maintenance work Tenant has caused to be performed at the Premises within 15 days of Tenant's receipt of said receipts.

10. **ASSIGNMENT AND SUBLETTING.** Tenant shall not (i) assign this Lease or in any manner transfer this Lease or any estate or interest therein, or (ii) transfer any controlling ownership interest in Tenant or any guarantor of the Lease, or (iii) sublet the Premises or any part thereof, or (iv) grant any license, concession or other right of occupancy of any portion of the Premises, or (v) permit the use of the Premises by any parties other than Tenant, its agents and employees or (vi) transfer all or substantially all of the asset of Tenant (each, a "Transfer") without Landlord's prior written consent, not to be unreasonably withheld, and any such acts without Landlord's prior written consent shall be void and of no effect. Tenant shall pay Landlord a fee of \$750.00 to review any request for approval of a Transfer. No Transfer shall release Tenant or any guarantor of the Lease any obligations under the Lease. Upon any Event of Default, Landlord may collect directly from any transferee or subtenant all rents becoming due to Tenant and apply such rents against Rent, and Tenant authorizes such direct payments. Tenant shall pay to Landlord fifty percent (50%) of any excess rent compensation received by Tenant for any assignment or sublease. Tenant not shall advertise within the Building in connection with any proposed Transfer.

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11. **INDEMNITY.** To the extent permitted by law, Tenant will indemnify, defend and hold Landlord, its officers, directors, managers, members, shareholders, employees, agents, property managers, and representatives (each, a "**Landlord Party**"), harmless for, from and against any claims, costs, suits, liabilities, expenses, losses and actions, including reasonable attorneys' fees (collectively, "**Losses**") arising out of (a) any injury to person or damage to property on or about the Premises or Building caused by Tenant or any Tenant Party, (b) any Tenant or Tenant Party act of negligence; (c) Tenant's or any Tenant Party's use or occupancy of the Premises or Building, (d) Tenant's or any Tenant Party's conduct, activity, work or thing permitted in the Premises or Building, (e) any Law violation in the Premises or Building by Tenant or any Tenant Party or (f) any Tenant breach of this Lease. Notwithstanding anything in this Lease to the contrary, Landlord shall not be liable to Tenant or any Tenant Party for any death, injury, loss or damage to any person or property caused by (1) theft, fire, act of God, public enemy, criminal conduct, third parties, injunction, riot, strike, insurrection, war, government act or court order, (2) acts of other Building tenants or adjoining property owners, (3) any matter beyond Landlord's control, (4) any repair or alteration of the Premises or Building, (5) any failure to make repairs, (6) any defect in the Premises or the Building, or (7) vermin, steam, rain, snow, ice, or water that may enter, leak into, or flow from any part of the Premises or Building, except to the extent the loss, damage or injury was caused by an act of gross negligence or willful misconduct of Landlord. This Section shall survive the expiration or termination of this Lease.

12. **SUBORDINATION.** This Lease is subject and subordinate to any deeds of trust, mortgages or ground leases that now or hereafter affect the Building, and any amendments thereof. This provision is self operative. Tenant shall execute any subordination agreement reasonably requested by Landlord. Tenant shall attorn to any lender or party who shall acquire Landlord's interest in the Premises or Building. Tenant shall pay Service Provide a fee of \$750 in connection with any request from Tenant for Landlord to provide a landlord lien waiver or subordination.

13. **RULES AND REGULATIONS.** Tenant shall comply with all Building rules and regulations ("**Rules**") in Exhibit "D". Landlord may amend or change the Rules from time to time. In the event of a conflict between the Lease and the Rules, the Rules will govern.

14. **INSPECTION.** Landlord or its agents and representatives may enter into the Premises upon 24 hours prior notice (or, in any emergency, at any time) to (a) inspect same, clean or make repairs or alterations or additions as Landlord may deem necessary (but without any obligation to do so, except as expressly provided for herein), or (b) show the Premises to prospective Tenants, tenants, purchasers or lenders; and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof, nor shall such be deemed to be an actual or constructive eviction.

15. **CONDEMNATION.** If the entire Building or Premises is taken by eminent domain or condemnation (a "**Taking**"), this Lease shall terminate as of the date of the Taking. If any material portion, but less than all, of the Building becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to a Landlord's mortgagee, then Landlord may at its option terminate this Lease by delivering written notice thereof to Tenant within 30 days after such Taking, and Rent shall be equitably apportioned. Upon any Taking of the Premises or any portion thereof, the Rent shall be equitably abated. Landlord shall receive the entire Taking award. Tenant has no right to any Rent abatement or to terminate the Lease due to any Taking of any common area or parking.

16. **FIRE OR OTHER CASUALTY.** In the event that (i) the Building should be totally destroyed by fire, tornado or other casualty or (ii) in the event the Premises or the Building should be so damaged that the entire Premises is unusable and rebuilding or repairs cannot be completed within two hundred seventy (270) days after the date of such damage, Landlord may at its option terminate this lease, in which event the rent shall be abated during the unexpired portion of this Lease effective with the date of such damage. In the event the Building or the Premises should be damaged by fire, tornado or other casualty covered by Landlord's insurance, but only to such extent that rebuilding or repairs can be completed within two hundred seventy (270) days after the date of such damage, or if the damage should be more serious but Landlord does not elect to terminate this lease, in either such event Landlord shall within thirty (30) days after the date of such damage commence to rebuild or repair the Building and/or the Premises (to the extent of insurance proceeds received) and shall proceed with reasonable diligence to restore the Building and/or Premises to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the furniture, equipment, fixtures and other improvement which may have been placed by Tenant or other Tenants or tenants within the Building or the Premises. Landlord shall allow tenant a fair abatement of Rent during the time the Premises are unfit for occupancy. In the event any mortgagee or deed of trust holder for the Building should require that the insurance proceeds be used to retire the mortgage debt,

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Landlord shall have no obligation to rebuild and this Lease shall terminate upon notice to Tenant. Except as hereinafter provided, any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or to the Premises shall be for the sole benefit of the party carrying such insurance and under its sole control. Notwithstanding anything to the contrary contained herein, Tenant shall have no right to terminate this Lease, and Tenant's Rent obligations shall not be abated in the event the damage or casualty was caused by any negligent or willful act or omission of Tenant or its employees, agents, contractors, invitees, licensees, guests, subtenants or assignees.

17. **HOLDING OVER.** Upon Lease expiration or termination, Tenant shall deliver the Premises in good repair and condition, broom-clean, reasonable wear and tear excepted, with all keys. Tenant shall remove (a) all trade fixtures and personal property and (b) such other alterations, improvements, trade fixtures, equipment and wiring as Landlord requests; provided that the initial Tenant Improvements installed by Landlord and the Kitchen Equipment shall remain in the Premises as Landlord's property without compensation to Tenant. Tenant shall repair all damage caused by such removal. All items not removed shall be deemed abandoned. This Section shall survive the end of the Term. If Tenant fails to surrender or vacate the Premises at Lease end, then Tenant shall be an "at will" tenant and shall pay Rent equal to 150% of the Rent payable for the last month of the then expiring Term. Tenant shall be liable to Landlord for any losses (including consequential damages) resulting from such holdover.

18. **TAXES.** Tenant shall pay all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the Premises.

19. **EVENTS OF DEFAULT.** The following events shall be deemed to be "Events of Default" by Tenant under this lease: (a) Tenant shall fail to pay when due any Rent or any other sums payable by Tenant under this Lease within five (5) days of when due; (b) Tenant or any guarantor of Tenant's obligations hereunder shall make an assignment for the benefit of creditors; (c) any petition shall be filed by or against Tenant or any guarantor of Tenant's obligations hereunder under any section or chapter of National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof; or Tenant or any guarantor of Tenant's obligations hereunder shall be adjudged bankrupt or insolvent in proceedings filed thereunder; (d) a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations hereunder; (e) Tenant shall abandon any portion of the Premises and fails to pay Rent; (f) Tenant shall fail to maintain any required insurance; (g) a Rules violation by Tenant or a Tenant Party, which violation continues following 48 hours written notice to Tenant; (h) Tenant shall permit any mechanic's or other liens to be filed against the Premises or Building for any work performed by or through Tenant, and Tenant shall fail to remove or discharge any such lien at Tenant's costs within ten (10) days of filing; or (i) Tenant shall fail to comply with or observe any other provision of this Lease (other than for the defaults set forth in Sections 19(a) through (h) above), and such default shall continue after thirty (30) days written notice by Landlord to Tenant.

20. **REMEDIES.** Upon any event of default by Tenant, Landlord shall have the option to pursue any one or more of the following remedies in addition to all other rights and remedies available at law or in equity:

(a) Landlord may terminate the Lease and forthwith repossess the Premises and Kitchen Equipment using such force as may be necessary to evict Tenant, and Landlord may proceed to recover possession pursuant to the laws of the State of Illinois. If Landlord does elect to terminate this Lease, Landlord shall be entitled to recover forthwith as damages a sum of money equal to the total of (i) the cost of recovering the Premises and all amounts under Section 20(f) below, (ii) the unpaid Rent owed Landlord through the time of termination, plus interest thereon at the Interest Rate from the due date until paid, and all Inducement Provisions, (iii) the balance of the Rent for the remainder of the then stated term, discounted to present value using a discount rate equal to the Prime Rate plus 1% and (iv) any other sum of money and damages owed by Tenant to Landlord or incurred by Landlord due to Tenant's default. Landlord may also without notice, enter upon the Premises, alter locks or security devices and deprive Tenant of access.

(b) Landlord may terminate Tenant's right of possession (but not this Lease) and may repossess the Leased Premises by forcible entry or detainer suit or otherwise, without demand or notice of any kind to Tenant (except as may be required by applicable law) and without terminating this Lease, in which event Landlord may, but shall be under no obligation to do so, relet the same for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord. Upon such termination of possession, Tenant shall pay to Landlord (1) all accrued Rent through the date of termination of possession and all Inducement Provisions; (2) all amounts due under Section 20(f) below; and (3) at Landlord's election, all Rent due for the remainder of the then stated Term, discounted to present value using a discount rate equal to the Prime Rate plus 1% less any net sums received by Landlord through reletting the

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Premises as provided below or (c) exercise any other remedy or take any other action permitted under applicable law or equity. Landlord shall not be liable for any failure to relet the Premises or to collect rent due for such reletting. For the purposes of such reletting, Landlord is authorized by Tenant to make any repairs, changes, alterations or additions in or to the Premises that may be necessary or convenient to such reletting, at Tenant's expense. If Landlord shall fail to relet the Premises, or if the same are relet and a sum sufficient to satisfy all rent (Base and Additional) provided for in this Lease to be paid by Tenant shall not be realized from such reletting after paying the unpaid Base Rent and Additional Rent due hereunder earned but unpaid at the time of reletting (plus interest thereon at the Interest Rate, the cost of recovering possession, and all of the costs and expenses of such repairs, changes, alterations and additions and the expense of such reletting and of the collection of the rent accruing therefrom), then Tenant shall pay to Landlord as damages, in addition to such other items, a sum equal to the amount of the Rent reserved in this Lease for such period or periods, or if the Leased Premises have been relet, Tenant shall satisfy and pay any such deficiency upon demand therefor from time to time. Tenant agrees that Landlord may file multiple suits to recover any sums falling due under the terms of this Section (b) from time to time. No delivery or recovery of any portion due Landlord hereunder shall be any defense in any action to recover any amount not theretofore reduced to judgment in favor of Landlord, nor shall the reletting be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Each right and remedy provided for in this Lease is cumulative and is in addition to all other rights or remedies provided for herein or at law or in equity.

(c) Additionally, with or without terminating this Lease, Landlord may declare all "Inducement Provisions" to be immediately due and payable by Tenant to Landlord. "Inducement Provisions" means any (i) abated rent or charges provided to Tenant, (ii) any amounts paid or to be paid by Landlord to or for the benefit of Tenant of any cash, bonus, inducement or consideration for Tenant's entering into this Lease or (iii) any other amounts, concessions or inducements incurred, funded or paid by Landlord in connection with this Lease, including Tenant or tenant improvement costs or allowances and/or all broker commissions (including both Landlord and Tenant's broker). All Inducement Provisions are conditioned upon Tenant's full performance under this Lease. Upon any Tenant default, all remaining unfunded Inducement Provisions shall automatically be deleted, and all sums, amounts or Rent previously abated, given, paid or incurred by Landlord under the Inducement Provisions shall be immediately due and payable by Tenant to Landlord as Rent or Additional Rent.

(d) Whether or not Landlord elects to terminate this Lease upon any Tenant default, Landlord shall have all rights and remedies at law or in equity including the right to change locks, to shut off Premises utilities, to re-enter the Premises, and to terminate any subleases, licenses or other arrangements for possession affecting the Premises or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses or arrangements. In the event Landlord elects to succeed to Tenant's interest in any such subleases, licenses or arrangements, Tenant shall have no further right to or interest in the rent or other consideration receivable thereunder. Tenant's right to possession shall not be deemed to have been terminated by efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Landlord's interest hereunder.

(e) In the event Landlord elects to relet the Premises, the rentals actually received by Landlord from such reletting shall be applied as follows: first, to payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the cost of reletting (including brokerage commissions or rental concessions); third, to the cost of any Premises alterations or repairs; fourth, to the payment of rent due and unpaid hereunder; and fifth, the residue, if any, shall be held by Landlord and applied to payment of future rent as the same may become due and payable hereunder. Should any reletting result in Landlord's actual receipt of rent in an amount less the Rent payable during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord immediately upon demand therefore by Landlord. Such deficiency shall be calculated, and Tenant shall pay such deficiency, on a monthly basis.

(f) Landlord may exercise any other rights or remedies available under applicable law or equity. Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord in (1) obtaining Premises possession; (2) removing or storing property; (3) repairing, restoring or re-letting the Premises (including brokerage commissions); (4) curing Tenant's defaults and (5) enforcing this Lease. Landlord and Tenant submit to the jurisdiction and venue of all federal and state courts located in Illinois for this Lease, specifically including the Circuit Court of Cook County, Illinois. Landlord's acceptance of Rent following any default or any partial payment shall not waive Landlord's rights regarding the default or any Rent due. No waiver by Landlord of any Lease default shall waive Landlord's rights regarding any future Lease violation. Tenant waives any right of redemption or relief from forfeiture under Illinois law.

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or under any other present or future law, in the event this Lease is terminated by reason of any default by Tenant. No act by Landlord or its agents during the Term shall be deemed an acceptance of a surrender of the Premises, and no surrender agreement shall be valid unless in writing and signed by Landlord. No employee of Landlord or its agents shall have any power to accept the keys to the Premises prior to Lease termination, and delivery of the keys to any employee shall not operate as a termination of the Lease or a surrender of the Premises.

21. **SURRENDER OF PREMISES.** No act or thing done by Landlord or its agent during the term hereby granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless made in writing and signed by Landlord.

22. **ATTORNEY'S FEES.** Tenant shall pay all of Landlord's reasonable attorney's fees and costs in connection with any enforcement or defense by Landlord of this Lease or Landlord's rights or obligations hereunder.

23. **NO SUBROGATION; LIABILITY INSURANCE.** (a) Except as set forth below, each party hereto hereby waives any cause of action it might have against the other party on account of any loss or damage that is insured against under any insurance policy (to the extent that such loss or damage is recoverable under such insurance policy) that covers the Building, the Premises, or Landlord's or Tenant's fixtures, personal property, leasehold improvements or business and which names Landlord or Tenant, as the case may be, as a party insured. Each party hereto agrees that it will request its insurance carrier to endorse all applicable policies waiving the carrier's right so recovery under subrogation or otherwise against the other party. The foregoing waiver shall not apply to (i) Landlord's deductible amounts on insurance policies carried by Landlord, (ii) any coinsurance penalty which Landlord may sustain, (iii) losses in excess of policy limits, (iv) any claims which a party was required to insure against under this Lease but failed to do so or (v) any claims under Section 33 below (Hazardous Materials). The waivers set forth in this Section will be in addition to, and not in substitution for, any other waivers, indemnities, limitations or exclusions of liabilities set forth in this Lease.

(b) Tenant shall maintain at Tenant's expense: (1) comprehensive general liability insurance at \$1,000,000 per occurrence, \$2,000,000 aggregate (with \$500,000 damage to rented premises sublimit), covering bodily injury or death, property damage and personal injury arising out of or relating to Tenant's business operations, conduct or Tenant's use or occupancy of the Premises or Building; (2) property casualty insurance for Tenant's property; (3) worker's compensation and business interruption insurance and (4) insurance for Tenant's indemnity obligations under this Lease. Tenant's insurance shall name Landlord and its manager as additional insured parties. Tenant's insurance shall be primary and any Landlord insurance shall be excess coverage. Upon Lease execution, Tenant shall provide certificates of insurance, additional insured endorsements and copies of policies. Tenant's insurance company shall confirm in writing its obligation to notify Landlord at least thirty (30) days before cancellation or a change of any such insurance policies. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Landlord.

24. **BROKERAGE.** Tenant warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease except for Tenant's Broker ("Tenant's Broker") and CBRE Commercial Real Estate ("Landlord's Broker"). Tenant agrees to indemnify Landlord against all Losses for commissions or other compensation claimed by any other broker or agent (other than Landlord's Broker) claiming the same by, through or under the Tenant.

25. **ESTOPPEL CERTIFICATES.** Within ten (10) business days of Landlord's request, Tenant shall furnish an executed estoppel certificate confirming the factual certifications and representations reasonably required by Landlord.

26. **FORCE MAJEURE.** Whenever a period of time is herein prescribed for action to be taken by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of Landlord.

27. **SEPARABILITY; AMENDMENTS AND BINDING EFFECT; NOTICES; ATTORNEY'S FEES; NOTICES.** If any provision of this Lease is illegal, invalid, or unenforceable, then the remainder of this Lease shall not be affected thereby and shall remain enforceable without the such illegal, invalid, or unenforceable provision.

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This Lease is not effective unless executed by both Landlord and Tenant. This Lease may not be amended except in writing signed by Landlord and Tenant, and no waiver of any right shall occur unless in writing. This Lease shall be binding upon the parties and their respective successors and assigns. There are no third party beneficiaries of this Lease. All notices shall be in writing and sent via United States mail, postage prepaid, certified or registered mail, addressed to Tenant at the Premises and to Landlord, or such other address Landlord may designate. If any legal action is necessary to enforce this Lease, the prevailing party shall be entitled to receive all reasonable attorney's fees and costs. Time is of the essence under this Lease. This Lease may be executed in counterparts, each of which shall be an original, and all of which together are a single instrument. If more than one party executes this Lease as Tenant, then such parties shall be jointly and severally liable under this Lease.

28. **INTEGRATION; GOVERNING LAW, WAIVER OF JURY TRIAL.** This Lease is the entire agreement between Landlord and Tenant regarding this subject matter. This Lease shall be governed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles. LANDLORD AND TENANT WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF THE LEASE AND CONSENT TO THE JURISDICTION OF THE COURTS LOCATED IN COOK COUNTY, ILLINOIS. "Laws" means all federal, state, and local laws, regulations, orders and covenants affecting the Premises or Building. "Tenant Party" means Tenant, its assignees, subtenants, agents, contractors, employees, licensee and invitees. "Including" means including, without limitation. All exhibits and attachments are incorporated herein by reference. Landlord and Tenant agree that: (i) notwithstanding the use of the terms "Landlord" and "Tenant", this Lease is and is intended to be a lease agreement for real property, and not a service or vendor contract, (ii) this Lease shall be enforced as a lease of real property for all purposes under applicable law and (iii) Landlord is the "landlord" and Tenant is the "tenant" under this Lease, and Landlord and Tenant shall be entitled to all respective rights and remedies as a landlord and tenant under applicable law.

29. **QUIET ENJOYMENT.** Provided Tenant has performed all of its obligations hereunder, Tenant shall have quiet enjoyment of the Premises for the Term, subject to all terms and conditions of this Lease.

30. **JOINT AND SEVERAL LIABILITY.** If there is more than one (1) separate person or entity executing this Lease as Tenant, the obligations of Tenant hereunder shall be joint and several.

31. **TENANT'S REMEDIES/LIMITATION OF LIABILITY.** If Landlord assigns its rights under this Lease, or transfers title to the Building, then Landlord shall automatically be released from any further liability hereunder, and Landlord is expressly authorized to assign and transfer such rights and title. Tenant hereby attorns to all successor owners of the Building. Landlord's liability under this Lease is limited to the interest of Landlord in the Building, and Landlord shall not be personally liable for any deficiency. Landlord shall not be liable for any punitive, consequential or special damages or loss of profits under this Lease. Tenant shall give written notice to Landlord of any alleged default by Landlord and shall afford Landlord a reasonable opportunity to cure any such default, but not less than thirty (30) days. Landlord shall not be liable or responsible for any delays due to strikes, riots, acts of God, shortages, war, or any other causes beyond Landlord's control.

32. **NON DISCLOSURE OF LEASE TERMS.** Except (a) in connection with any lawsuit arising under this Lease, (b) pursuant to any valid subpoena or court order, (c) to Tenant's counsel, advisors, lenders, accountants or insurance brokers or (d) as otherwise provided by applicable law, Tenant shall keep confidential and not disclose this Lease or its terms to any person or entity not a party to this lease.

33. **ENVIRONMENTAL REQUIREMENTS.** Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises or Building without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on or from the Premises or Building by Tenant, its agents, employees, contractors, subtenants, assignees or invitees. "Environmental Requirements" means all applicable federal, state and local laws, statutes, regulations, ordinances, rules, codes, judgments, orders of any applicable governmental authority or agency regulating or relating to health, safety, environmental conditions or the environment, including without limitation the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or containment listed or defined as hazardous or toxic, under any Environmental Requirements.

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asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). Landlord shall have the right to access and perform inspections and tests of the Premises to determine Tenant's compliance with Environmental Requirements and this Section.

34. **TENANT IMPROVEMENTS.** As set forth in Exhibit "E", Tenant and Landlord shall make certain improvements to the Premises.

35. **LANDLORD AND TENANT'S OBLIGATIONS UNDER THIS LEASE ARE INDEPENDENT COVENANTS.** TENANT'S OBLIGATION TO PAY RENT IS NOT DEPENDENT UPON THE PREMISES CONDITION OR LANDLORD'S PERFORMANCE HEREUNDER.

36. **SIGNS.** All signs at the Premises shall require Landlord's prior written consent. All signs will be subject to (i) all applicable zoning and other government requirements and (ii) Landlord's prior written approval which shall not be unreasonably withheld. Tenant is responsible to obtain any required sign permits prior to the installation of any signs. Upon expiration of the Lease Term, Tenant shall pay for all costs and expenses incurred to remove any Tenant signs, including the repair of any damage caused by the removal of Tenant signs.

37. **PARKING.** Landlord shall provide Tenant with parking in the private parking lot located at the corner of Third Street and Walnut, St. Charles, Illinois. During the Term of this Lease, Landlord shall make available to Tenant, not less than 10 (Ten) unreserved parking spaces in the Building parking lot for the use of Tenant, staff and invitees. The foregoing parking rights are personal to Tenant, and Tenant shall not assign, convey or otherwise transfer said parking rights in any manner. Landlord may at any time make changes from time to time in the location and layout of the parking area or any Common Areas. Tenant shall not overburden the parking facilities. Landlord reserves the right in its absolute discretion to (i) allocate or assign any parking spaces or (ii) to determine whether parking facilities are becoming crowded and, in such event, to allocate parking among Tenant and other Tenants and tenants. Additionally, no storage, loitering or congregating by Tenant's employees, visitors, invitees, contractors or sub-contractors is permitted in the common areas at any time. No parking at the Premises or the Building is permitted at any time of any trailers, tractor trailers, commercial trucks, vans or other commercial type trucks or vehicles by Tenant or its employees, visitors, invitees, students, contractors or subcontractors. The parking lots are not supervised, patrolled or secured and Landlord is not liable for any vandalism, robbery, theft or any injury or damage to person or property, whether the result of criminal conduct, accident, or otherwise that may occur in or about the parking lots or Building.

38. **LIEN RIGHTS.** Reference is made to the Illinois Uniform Commercial Code - Secured Transactions, 810 ILCS 5, Sec. 9-101 et seq. as may be amended ("UCC"). Capitalized terms in this Section not otherwise defined shall have the meanings set forth in the UCC. In addition to any landlord lien as provided under applicable law, Landlord shall have, at all times, and Tenant grants to Landlord, a valid security interest under the UCC upon all of Tenant's Goods, Equipment, Inventory, Fixtures, General Intangibles, Documents, furniture, improvements and personal property presently or hereafter situated in the Premises or Building, and all proceeds therefrom ("Tenant Property"), to secure payment of all Rent and performance of Tenant's other obligations under the Lease. This Section constitutes a "Security Agreement" under the UCC, with Tenant as the "Debtor" and Landlord as the "Secured Party". Upon the occurrence of any event of default by Tenant, Landlord may, in addition to any other remedies provided herein or in the Lease, enter upon the Premises, take possession of any Tenant Property situated therein, without liability for trespass or conversion, and sell the same at public or private sale in accordance with the UCC. Tenant authorizes Landlord to file at any time an initial financing statement or amendment thereto in form sufficient to perfect the security interest of Landlord in the Tenant Property and proceeds under the UCC. Landlord shall also have, at all times, the right to distraint for any Rent due.

39. **Option to Renew.**

- a) Tenant shall have the one time option to extend the Lease term for the entire Premises (the "Renewal Option") for one (1) additional period of five (5) years (the "Renewal Term") upon the following terms: (i) Tenant is not in default under this Lease, (ii) Tenant has not assigned or sublet any portion of the Lease or Premises and (iii) Tenant is occupying the Premises. Tenant shall exercise the Renewal Option by giving Landlord written notice ("Renewal Notice") at least 180 calendar days, but no more than 270 calendar days, prior to the then expiration date of the Lease. Failure to provide the Renewal Notice to Landlord with the above periods shall result in a forfeit of the Renewal Option. The Renewal

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Option is personal to Tenant and is not severable from the Lease. If the Renewal Option is exercised, during the Renewal Term, all references to the "Term" shall mean the "Renewal Term", and all Lease terms shall remain the same, except that (a) no rent abatements, Tenant improvements, Tenant improvement allowances, incentives, options to expand, options to renew the Lease or any other concessions, if any, for the prior Term shall apply to the Renewal Term; (b) the new Base Rent shall not be less than last month of the previous term base rent, and base rent increase must be negotiated based on market rate. Within fifteen (15) days of the Renewal Notice, the parties shall execute a Lease amendment extending the Term, amending the base rent and including any additional terms agreed to by the parties, and (c) there is no additional renewal option. Within fifteen (15) days of the Renewal Notice, the parties shall execute a Lease amendment extending the Term, amending the base rent and including any additional terms agreed to by the parties.

- b) At landlord election, Tenant / Principal may be required to personally guaranty the option period.

{Signatures on Following Page}

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DATED as of the date first above written.

LANDLORD:

Universe Properties, LLC, an Illinois limited liability company

By: 

Name: SWULZHENKO

Title: MANAGER

Date: NOV 1, 2022

TENANT:

PHD 92 INC

By: 

Name: MINH LY

Title: PRESIDENT

Date: NOVEMBER 1, 2022

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(1) Tenant shall have the option to extend the Lease term for the entire Term (the "Renewal Option") for one (1) additional period of five (5) years (the "Renewal Term") upon the following terms: (i) Tenant is not in default under this Lease, (ii) Tenant has not assigned or sublet any portion of the Lease or Premises and (iii) Tenant is occupying the Premises. Tenant shall exercise the Renewal Option by giving Landlord written notice ("Renewal Notice") at least 180 calendar days, but no more than 270 calendar days, prior to the then expiration date of the Lease. Failure to provide the Renewal Notice to Landlord with the above periods shall result in a forfeit of the Renewal Option. The Renewal Option is personal to Tenant and is not severable from the Lease. If the Renewal Option is exercised, during the Renewal Term, all references to the "Term" shall mean the "Renewal Term", and all Lease terms shall remain the same, except that (a) no rent abatements, Tenant improvements, Tenant improvement allowances, incentives, options to expand, options to renew the Lease or any other concessions, if any, for the prior Term shall apply to the Renewal Term; (b) the new Base Rent shall not be less than last month of the previous term base rent, and base rent increase must be negotiated based on market rate. Within fifteen (15) days of the Renewal Notice, the parties shall execute a Lease amendment extending the Term, amending the base rent and including any additional terms agreed to by the parties, and (c) there is no additional renewal option. Within fifteen (15) days of the Renewal Notice, the parties shall execute a Lease amendment extending the Term, amending the base rent and including any additional terms agreed to by the parties.

(2) At Landlord election, Tenant / Principal may be required to personally guaranty the option period

(Signatures on Following Page) DATED as of the date first above written

LANDLORD:

Universe Properties, LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____

Date: _____, 2022

TENANT:

PHO 92, INC.

By: _____
Name: MUHAMMAD
Title: PRESIDENT

Date: OCTOBER 31, 2022

EXHIBIT A

The Premises

Approximately 3,290 rentable square feet

EXHIBIT A
The Premises
Approximately 3,290 rentable square feet



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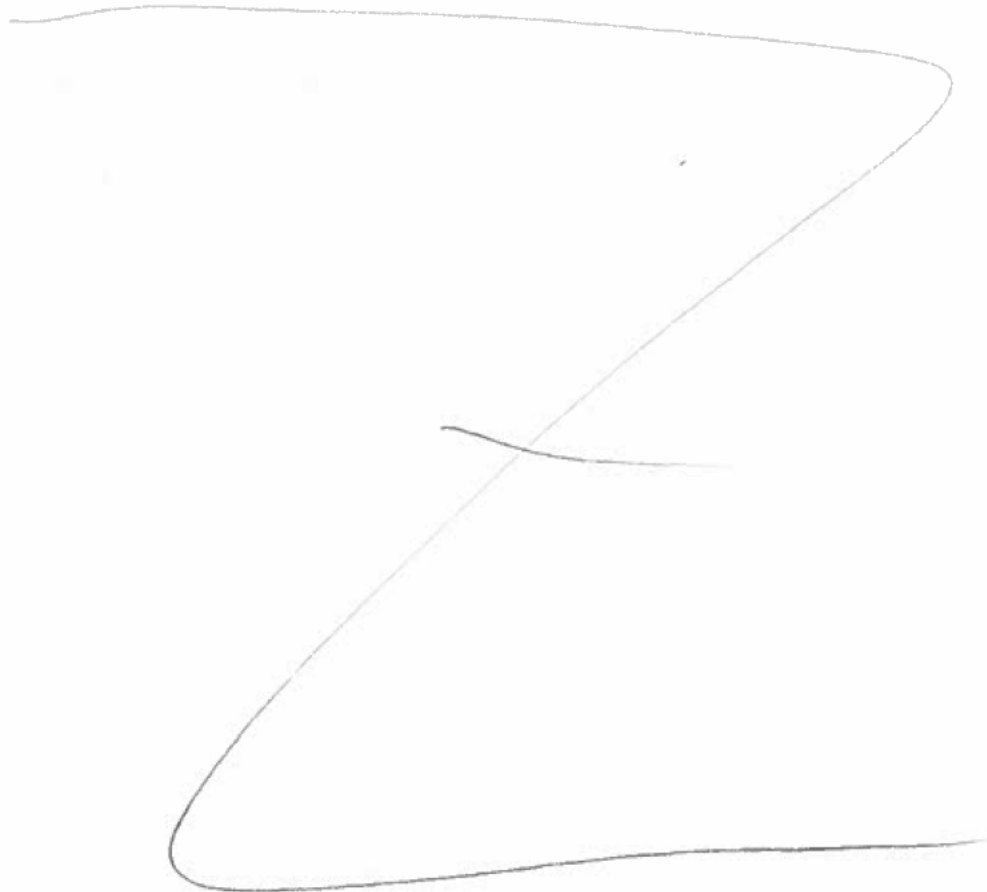
EXHIBIT B
LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL ONE:

THE NORTHERLY 92 FEET OF LOT 4 IN BLOCK 49 OF THE ORIGINAL TOWN OF ST. CHARLES, ON THE WEST SIDE OF FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

PARCEL TWO:

THE SOUTH 82 FEET OF LOT 8 IN BLOCK 49 OF THE ORIGINAL TOWN OF ST. CHARLES ON THE WEST SIDE OF THE FOX RIVER, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.



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**EXHIBIT C
KITCHEN EQUIPMENT**

<u>Name</u>	<u>Model</u>	<u>Manufacturer</u>	<u>Inventory Number</u>
3 department sink (Dishwashing)			OL-000001
3x5' SS Working Table	Custom made		OL-000002
3x5' SS Working Table	Custom made		OL-000003
Soup Reheater	Quisnos Spring USA		OL-000004
Panini Press			OL-000005
Imperial 36" Commercial infra-Red Salamander Broiler	ISB-36	Imperial	OL-000006
Broiler 36" Radiant	SCB36-HD	Saturn	OL-000007
Griddle Manual Gas		Saturn	OL-000008
Range Hot Plate 2 burner		Saturn	OL-000009
Stand Equip Table 30x36 3 side turnup			OL-000010
Avantco SS Floor Fryer 4 tubes, 120,000 BTU	FF400 50lb	Avantco	OL-000011
Avantco SS Floor Fryer 4 tubes, 120,000 BTU	FF400 50lb	Avantco	OL-000012
Avantco SS Floor Fryer 4 tubes, 120,000 BTU	FF400 50lb	Avantco	OL-000013
Reach-In Refrigerator	T-49	TRUE	OL-000014
Reach-In Freezer	T49F	TRUE	OL-000015
Chef Base with Cooler	TRCB-52	TRUE	OL-000016
Kitchen Exhaust Fan		Caprivaire	OL-000017
Kitchen Makeup Air Unit		Captiveaire	OL-000018
Kitchen Hood with lights, controls, filters.		Captiveaire	OL-000019
Kitchen Ansul System		Captiveaire	OL-000020
60" 10 burner / 2 Ovens Gas range Stove	IR-10	Imperial	OL-000021
Double Deck Gas Convection Oven	BDO-100-G-ES	Blodgett	OL-000022
429 lbs. Ice Machine Crescent Cuber 2/360 lbs ice bin.	KML-451MAH	Hoshizaki	OL-000023
20 Quart Commercial Stand Dough Mixer	M20A	Eurodib	OL-000024
Vegetable Prep. Table with sink			OL-000025
Salad Bar Waiter w/ refrigerator	MST60	TurboAir	OL-000027
Salad Bar Cook w/ refrigerator	MST60-24 MegaTop	TurboAir	OL-000028
Meat Work Prep Table w/refrigerator	TWR-60SD	TurboAir	OL-000029
Bakery Work Prep Table w/refrigerator	TWR-48SD	TurboAir	OL-000030
Dump Station with 2 heaters and table			OL-000031
Microwave w/shelf	NE1054F	Panasonic	OL-000032
Microwave w/shelf	NE1054F	Panasonic	OL-000033

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WalkIn Cooler w/ condenser, fan and pipes	Custom Build	Custom	OL-000034
Walkin Freezer w/ condenser, fan and pipes	Custom Build	Custom	OL-000035
Gas Connections with security cables Qty: 10			
Kitchen hand sink			OL-000036
Kitchen Hand Sink			OL-000037
Kitchen Hand Sink			OL-000038
Kitchen hand sink soap dispenser Qty:3			
Kitchen hand sink towel dispenser Qty:3			
Security Video Cameras Qty: 8			
Security System DVR Qty:1			
Security System Monitor Qty:1			
Security System Oper Blocks Qty:2			
Walk In Beer Cooler w/ condenser and fan.			OL-000039
Undercounter Wine Cooler (Bar)			OL-000040
Undercounter Wine Cooler (Bar)			OL-000041
Undercounter Wine Cooler (Bar)			OL-000042
Undercounter Wine Cooler (Bar)			OL-000043
Audio Speakers Qty: 5			
Bar tri-sink			OL-000044
Bar SS Ice Bin			OL-000045
Bar SS Mixer holder			OL-000046
Bar SS sink			OL-000047
Bar SS Well			OL-000048
Grease Trap (Basement)			OL-000049
Dining Tables Qty: 15			
Dining Chairs Qty: 60			
Bar Height Tables Qty: 3			
Bar Height Chairs Qty: 5			
46" TV set Qty: 2			

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EXHIBIT D
BUILDING RULES AND REGULATIONS

1. Tenant will be provided with two sets of keys to the Premises. Tenant may obtain additional keys at Tenant's sole expense at Landlord's then listed price, which as of the time of execution is \$100. Tenant may obtain replacements for lost or broken keys at Tenant's sole expense at Landlord's then listed price, which as of the time of execution is \$150. Tenant will provide only its authorized agents and employees with copies of such keys. Upon termination of the Lease, Tenant will return all keys to Landlord or its Managing Agent.

2. Tenant will not, without Landlord's or its Managing Agent's prior written consent, alter or add locks or bolts on doors providing ingress and egress in and to the Premises. Copies of any keys or code combinations to additional locks or bolts shall be given to Landlord or its Managing Agent and all such additional locks or bolts shall be removed by Tenant at the termination of the Lease.

3. Before leaving the Premises unattended each day, Tenant will lock or otherwise secure the Premises and, to the extent not necessary for the preservation, safety and security of the equipment and product stored therein, shall shut off water faucets, lights and electrical equipment and appliances located in the Premises.

4. Tenant will not obstruct or impede other tenants' use of the common areas serving the Building. Tenant shall cooperate and participate in all security programs affecting the Park or the Building.

5. Exterior trash containers will be kept adjacent to the Premises. Tenant shall be responsible to provide for adequate and timely trash collection and disposal to empty and haul away garbage and refuse and shall do so with such frequency that prevents overflowing, unreasonable accumulation or unsanitary conditions. Tenant will pay for the cost of all containers and the periodic trash collection and disposal charges.

6. Without Landlord's prior written consent, which consent may be made upon such terms and conditions reasonably necessary to preserve and protect Landlord's interest in the Building and/or the Premises (i) no aerials, antennae or equipment will be placed or affixed by Tenant on or about the roof of the Building or which penetrates any structural portion of the Building; (ii) no awnings or other projections shall be attached to the exterior walls of the Building; (iii) no curtains, blinds, shades or screens will be used in connection with any window within the Premises nor shall Tenant cover all or any part of any window or door; and (iv) no signs, advertising placards, names, insignia, notices, trademarks or similar like items shall be placed or affixed to the exterior of the Building and/or the Premises. If there is a violation of the foregoing, Landlord or its Managing Agent may remove the same without liability and at the Tenant's expense. Interior signs on doors will be painted or affixed by Landlord at Tenant's expense and shall be of a size, color and style acceptable to Landlord.

7. Tenant shall not accumulate or store in the Premises any wastepaper, discarded records, paper files or other material which are excessive and which may cause a fire or safety hazard, including sweepings, rags, rubbish or other combustible material. If Landlord installs a supervised fire sprinkler alarm system for the benefit of the Park or the Building, Tenant agrees to pay its applicable pro rata share of the same as a common operating expense.

8. Tenant will not use the plumbing facilities serving the Premises for the disposal of refuse or any other improper use. Tenant will, at its sole expense, repair any damage to such plumbing facilities caused by any such misuse.

9. No animals (except service animals), birds or reptiles will be allowed in or about the Premises. Except for customary product handling equipment, no bicycles, motorcycles or vehicles of any kind shall be brought in or stored in the Building or Premises.

10. Except as may be permitted by Landlord or its managing Agent, Tenant will not store any personal property outside the Premises, the Building or in any common areas.

11. Tenant will not burn or incinerate trash, refuse or any other items in or outside the Premises or the Building. Nor shall Tenant, without Landlord's prior written consent, which consent may be upon such terms and conditions as are reasonably necessary to protect and preserve Landlord's interest in the Premises and/or Building,

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conduct in the Premises and/or Building any manufacturing operations or place, bring in or use any explosives, gasoline, kerosene, oil, acids or any explosive, inflammable or hazardous materials.

12. Tenant will not allow anyone to reside or sleep in the Premises.

13. Landlord will not be responsible for any loss, theft or disappearance of personal property from the Premises for any cause whatsoever.

14. Tenant shall notify Landlord or its managing Agent prior to any work being performed at the Building and/or Premises on behalf of Tenant, including but not limited to, installation of telephone equipment, electrical devices and attachments and installations of any nature affecting the floors, walls, ceilings, roof, woodwork, trim or any mechanical equipment or any physical portion of the Building and/or Premises, and shall comply with such requirements as Landlord or its Managing Agent may request in the performance of such work.

15. All inquiries or reports regarding the physical condition of the Building and/or Premises shall be given to Landlord's Managing Agent and shall only be attended to after such notification. Tenant shall not directly contract with employees of Landlord's Managing Agent to render any services.

16. Except for those exclusively to be used by Tenant's employees, Tenant, without Landlord's prior written consent, shall not operate any coin or token operated vending machines or similar devices for the sale of any goods, wares, merchandise, food, beverages or services, including but not limited to pay telephones, pay lockers, pay toilets, scales, amusement devices or machines for the sale of beverages, food, candy, cigarettes or other commodities.

17. Tenant will not conduct or permit to be conducted any auction or public sale on or about the Premises.

18. Tenant will maintain the inside of the Premises at a temperature sufficiently high to prevent freezing of water, pipes, fixtures and fire protection systems inside the Premises.

19. The Common Areas, sidewalk, entrances, passages, halls and parking areas in the Building will not be obstructed or encumbered by Tenant or used for any purpose other than ingress or egress to and from the Premises. All means of external and internal ingress and egress to and from the Premises and/or the Building, including interior exit doors, will not be obstructed, locked or encumbered in any manner which violates Federal, state or local governmental or insurance rules and regulations pertaining to fire, health and safety matters.

20. Tenant will not create or maintain any objectionable activity or nuisance (including without limitation, loud noises, vibrations, bright lights, smoke, dust or odors) which will be heard, smelled or be visible from the exterior of the Premises nor shall Tenant conduct any noxious or offensive trade or activity at the Premises. Tenant agrees that, if at any time during the term of this Lease Landlord or Tenant adopts a policy that no smoking is permitted except in designated areas, Tenant shall, at its own cost and expense, provide a designated area within the Premises, including adequate ventilation and fire safety equipment, in which smoking may take place. Tenant acknowledges that such a designated smoking area may be reasonable to prevent smoking in unauthorized areas of the Building and may be necessary to comply with relevant fire, health and safety laws and regulations and to prevent fire hazards within the Premises.

21. Tenant, at its own cost and expense, shall comply with all Federal, state and local laws, rules or regulations regarding the use of the Building and/or Premises, including those relating to storage and racking systems, by its employees, agents or guests, including but not limited to, fire, safety and occupational matters, including specifically, The Americans with Disabilities Act.

22. Tenant shall not overload floor beyond the floor load ratings prescribed by Landlord or allocable municipal ordinances. Tenant shall be responsible for obtaining from Landlord or its Managing Agent weight limits for the storage, racking and palleting of goods and product within the Premises to insure that the weight limits for the storage of Tenant's goods and products are not excessive and will not cause cracking or chaffing to the floor. Additionally, Tenant shall only use forklift and product moving equipment which have pneumatic or cushioned tires in order to minimize floor wear and tear and tire markings. At the termination of the Lease term, by lapse of time or otherwise,

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Tenant shall repair and restore the floor in a clean condition, including the removal of tire markings and the resealing of the floor, if necessary.

23. All deliveries and shipments will be made only at Tenant's loading dock(s) or other areas designated by Landlord or its Managing Agent. Tenant will park vehicles only in those areas designated by Landlord for vehicle parking. Tenant will comply with all directional and other signs posted in the parking areas and will use one parking stall per vehicle. Parking of passenger vehicles shall be on a "first come, first served" basis. There are no assigned/designated parking spaces for individual tenants. Tenant will not park boats, mobile homes, or similar vehicles in the common areas. Inoperable vehicles will not be allowed to remain in the common parking areas. Any vehicle which is parked in the common parking areas by Tenant in violation of these Rules and Regulations may be towed at Tenant's expense.

24. Tenant will upon request furnish Landlord or its Managing Agent with state automobile license numbers and descriptions of Tenant's vehicles and its employees' vehicles and upon request will notify Landlord or its Managing Agent of any changes. Tenant shall notify Landlord's Managing Agent of any intention to park any passenger vehicle in parking areas for longer than 24 hours. Tenant, in such instances, shall provide Landlord's Managing Agent with such information concerning the vehicles as may be reasonable requested, including the approximate length of time the vehicles shall remain parked.

25. Parking for tractors and trailers related to Tenant's business will be limited to the loading dock areas. Tenant will not park tractors or trailers in the driveways, entrances, exits or areas behind other Tenant's Premises or the parking areas in front of the Building. The parking areas, if any, in the front of the Building will be used for passenger parking only. Tenant shall not load any vehicle beyond the weight limits established by the State of Illinois and will be responsible for any damage caused to the common areas by overweight vehicles loaded by Tenant transporting goods from the Premises.

26. No solicitation within the Building is permitted. Tenant agrees to cooperate in the prevention of canvassing, soliciting and peddling within the Building.

27. Tenant shall not store any materials within two (2) feet of the north, south or east walls in the basement of the Premises.

28. Tenant shall not engage in, nor permit the occurrence of, any illegal activity on the Premises.

29. Tenant shall keep the door(s) to the Premises closed so as to prevent waste or damage, and for any default or carelessness in this regard Tenant shall make good all injuries sustained by other tenants or occupants of the Building or Landlord.

30. LULA LIFT (ELEVATOR) USE.

- a. Tenant shall realize that LULA lift is not for Tenant's Vendors. LULA lift is for Tenants and Tenant's clients handicap use only.
- b. Tenant shall understand the purpose of LULA lift as a limited use accessibility lift (elevator).
- c. Tenant shall use LULA lift only for the purpose of compliance with ADA terms and regulations.
- d. Tenant shall not use LULA lift as a freight elevator to carry items not related to handicap accommodations.
- e. Freight operation is action to use a LULA lift to carry items not related to handicap ADA regulations.
- f. Freight needs can be done by Tenant only and NOT Tenant's Clients or Vendors.
- g. Tenants' freight operations must be scheduled with Landlord. Landlord must be present during freight operations.
- h. Tenants and their clients shall operate LULA lift properly and with caution.
- i. Tenant shall realize that system is in place which records LULA lift error messages and synchronizing them with recorded video files by date and time.
- j. Tenant will be responsible for repair and/or restart of a LULA lift if interruption in LULA lift operation caused by Tenant, Tenant's Client or Tenant's Vendors. Such situations will be confirmed by reviewing LULA lift error codes and Video Recordings.

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EXHIBIT E
TENANT IMPROVEMENTS

1. Landlord and Tenant will both be making improvements to the Premises as set forth in Schedules 1 and 2 (the "Tenant Improvements").

2. Subject to the terms of this Lease, prior to the Commencement Date, Landlord shall complete, using commercially reasonable efforts, at Landlord's expense (except as set forth below), using building standard materials, the Tenant Improvements at the Premises set forth in Schedule 1, unless otherwise mutually agreed to by Landlord and Tenant.

a. "Substantial Completion" of the Tenant Improvements performed by Landlord means the date upon which the architect, space planner or other consultant engaged by Landlord, or if none, then Landlord, reasonably determines that the Tenant Improvements for the Premises performed by Landlord have been substantially completed in accordance with any scope of work, plans and/or working drawings (if any), except for such items that constitute minor defects or adjustments which can be completed after occupancy without causing any material interference with Tenant's use of the Premises (so called "Punch List" items). After the completion of the Tenant Improvements performed by Landlord, Tenant shall within ten (10) days after demand therefore, execute and deliver to Landlord a letter of acceptance of improvements performed on the Premises.

b. Landlord shall select the contractor ("Contractor") to complete the Tenant Improvements performed by Landlord, and except as set forth herein, shall have no further obligations with respect to repair or replacement of items in the Premises except as set forth in the Lease. Landlord shall use good faith and diligent efforts to cause the Tenant Improvements performed by Landlord to be substantially completed by July 1, 2015 other than Punch List items which shall be corrected within thirty (30) days thereafter. Notwithstanding the foregoing, provided Landlord is operating in good faith, Landlord shall have no liability for any failure by Landlord to cause Substantial Completion of the Tenant Improvements performed by Landlord by July 1, 2015. Notwithstanding anything contained herein to the contrary, all cabling and moving expenses shall be at the sole cost of Tenant.

c. The term "Tenant Delay" shall include, without limitation, any delay in the completion of the Tenant Improvements or otherwise resulting from (i) Tenant's breach of the Lease, (ii) any delay in work caused by submission by Tenant of a request for any Change following Tenant's approval of the scope of work, Plans or working drawings, or for the implementation of any change order, or (iii) any delay by Tenant in timely submitting comments or approvals to any Plans or working drawings, (iv) any work at the Premises performed by Tenant or any of its agents, employees or contractors or (v) any other act or omission by Tenant or its agents, employees or contractors. Neither the Commencement Date, Tenant's obligation to commence payment of Rent nor any other Tenant obligation will be delayed or extended by any Tenant Delay. If the costs of the Tenant Improvements performed by Landlord shall increase due to any (i) Tenant Delay or any (ii) change or charge order requested by or through Tenant, then Tenant shall pay such increase to Landlord upon demand. Any changes, modifications, alterations or revisions to the scope or work, Plans and/or working drawings (each, a "Change") shall be made only with Landlord's prior written approval.

d. Landlord agrees to reasonably repair and correct any Punch List Items or any work or materials installed by Landlord or its contractor(s) in the Tenant Improvements performed by Landlord that prove defective as a result of faulty materials, equipment, or workmanship and that first appear within thirty (30) days after the Substantial Completion of the Tenant Improvements performed by Landlord. Notwithstanding the foregoing, Landlord shall not be responsible to repair or correct any defective work or materials installed by Tenant or any contractor other than Landlord's contractor(s), or any work or materials that prove defective as a result of any act or omission of Tenant or and Tenant Party.

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3. All other improvements are at Tenant's sole cost and expense, including, but not limited to the Tenant Improvements to be performed by Tenant as set forth in **Schedule 2**.

a. No Tenant Improvement Allowance. Without any allowance or contribution from Landlord, Tenant may complete certain tenant improvements to the Premises, and shall complete those Tenant Improvements set forth in **Schedule 2**. All costs and fees of the Tenant Improvements to be performed by Tenant shall be collectively the "**Tenant Improvement Costs**". The Tenant Improvement Costs shall include all architectural and engineering fees, permit fees and municipal approvals, as well as Landlord's five percent (5.0%) construction management fee. All Tenant Improvement Costs are Tenant's liability and shall be paid by Tenant as and when due. Failure of the Tenant to pay the costs is an event of default by Tenant under the lease. Tenant shall submit to Landlord (i) an affidavit signed by Tenant that upon payment by Tenant, all payrolls, bills for materials and any equipment and other indebtedness connected with the subject portion of the Tenant Improvements to be performed by Tenant for which Landlord or its property might in any way be responsible, have been paid or otherwise satisfied; (ii) the certificate by Tenant's architect that the subject portion of the Tenant Improvements to be performed by Tenant is complete in accordance with the Approved Plans and Specification; (iii) other data establishing the final cost of the Tenant Improvements to be performed by Tenant, reasonable evidence that Tenant has satisfied all of its construction obligations such as receipts, releases and waivers of liens (both general contractor and all sub-contractors) arising out of the Tenant Improvements to be performed by Tenant to the extent and in such form as may be reasonably designated by Landlord. Notwithstanding anything contained herein to the contrary, all cabling and moving expenses shall be at the sole cost of Tenant.

b. Contractor; Plans and Specs. Tenant may contract with any architect/designer of its choice, including those whose names have been supplied by the Landlord. Services requested by Tenant in connection with design and drawing preparation shall be at Tenant's sole cost and expense. Landlord makes no representation or guarantee with respect to fees, services schedules or other items to be provided by the architect/designer and shall in no way be responsible for such architect/designer's work product. Tenant's consultant shall prepare plans and specifications for the Tenant Improvements to be completed by Tenant in the Premises (the "**Plans and Specifications**"). All Plans and Specifications (any and material changes to the same) shall be subject to reasonable review and approval by Landlord. Landlord's architect and/or consultant prior to commencement of the Tenant Improvements to be performed by Tenant. All costs of preparation, review and approval by Landlord shall be borne by Tenant. Landlord shall, within five (5) business days after receipt of the Plans and Specifications by Landlord for its review and approval, submit to Tenant the Plans and Specifications with the required approvals noted thereon, or submit comments to Tenant setting forth changes to be made in the Plans and Specifications. If changes are required by Landlord, Tenant shall have the Plans and Specifications modified and resubmitted to Landlord for approval and such process shall be repeated until Landlord, Landlord's architect, and/or Landlord's engineer have approved the Plans and Specifications for the Premises (hereinafter referred to as "**Approved Plans and Specifications**"). Changes to the Approved Plans and Specifications shall be made only upon prior written approval of Landlord and at Tenant's sole cost and expense. Landlord may take a supervisory role in the completion of the Tenant Improvements to be performed by Tenant.

c. Work. Tenant shall contract directly for the Tenant Improvements to be completed by Tenant in accordance with the Approved Plans and Specifications. Tenant's contractor shall bill Tenant and Tenant shall be solely responsible for paying all costs for the Tenant Improvements to be performed by Tenant as set forth on the Approved Plans and Specifications. All Tenant Improvements to be performed by Tenant shall (i) be performed pursuant to written contracts with workmen and mechanics, which shall be reasonably acceptable to Landlord; (ii) comply with all reasonable restrictions and requirements as Landlord may impose with respect to the Tenant Improvements; (iii) conform to the standards of the property or building; (iv) be done in a good, workmanlike, safe and lawful manner in compliance with applicable laws, governmental regulations, and requirements; and (v) be done so as not to interfere with any other tenants, tenants, occupants, their employees or invitees in the property or building. Tenant shall cause such contractor to take all steps necessary to cooperate in the coordination of the performance of the Tenant Improvements to be performed by Tenant with the work of Landlord or Landlord's contractors in the Premises (if any).

Landlord Initials

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Tenant Initials

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d. Indemnity. Tenant shall indemnify Landlord from any mechanic's or material man's lien against Landlord's interest in the property, building or Premises filed in relation to work performed or materials supplied to the Building or Premises by or at the request of Tenant, Tenant's agents, employees or Tenant's contractor. If a lien is filed, Tenant or Tenant's contractor shall, at Landlord's option either, (i) remove the lien by paying it in full, or (ii) furnish Landlord a bond sufficient to discharge the lien or (iii) deposit in an escrow account approved by Landlord the sum that represents 150% of the amount of such lien. In the event Tenant or Tenant's contractor shall fail to remove the lien, provide a bond or cash escrow within ten (10) days after notice of such lien, such failure shall be an immediate Default by Tenant by Tenant without the necessity of further notice from Landlord and Landlord shall be entitled to take such action at law, in equity or under the Lease as Landlord deems appropriate and Tenant shall be responsible for all monies Landlord may pay in discharging any lien including all costs and reasonable attorneys' fees incurred by Landlord in settling, defending against, appealing or in any manner dealing with lien. This indemnity obligation shall survive any termination of the Lease.

e. Commencement Date. Neither the Commencement Date nor Tenant's obligation to commence paying any Rent will be delayed or extended by any Tenant Delay.

f. Representative. Tenant has designated Minh Ly as its authorized representative with respect to this work letter. Landlord has designated Oleg Shulzhenko as its authorized representative with respect to this Agreement.

g. Substantial Completion. "Substantial Completion" of construction of the Tenant Improvements to be performed by Tenant shall be defined as the date upon which the space planner or other consultant engaged by Landlord, or if none, then Landlord, determines that the Tenant Improvements to be performed by Tenant have been substantially completed in accordance with the Approved Plans and Specifications, except for such items that constitute minor defects or adjustments which can be completed after occupancy without causing any material interference with Tenant's use of the Premises (so called "Punch List" items). After the completion of the Tenant Improvements to be performed by Tenant, Tenant shall, upon demand, execute and deliver to Landlord a letter of acceptance of improvements performed on the Premises. The failure of Tenant to take possession of or to occupy the Premises shall not serve to relieve Tenant of obligations arising on the Commencement Date or delay the payment of Rent by Tenant.

Landlord Initials

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Tenant Initials

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Schedule I
Tenant Improvements to be Completed by Landlord

1. Deliver the space.

Landlord Initials

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Tenant Initials

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Schedule 2

Tenant Improvements to be Completed by Tenant

1. Finish Premises to suit.

Landlord Initials

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Tenant Initials

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**MINUTES
THE CITY OF ST. CHARLES
GOVERNMENT OPERATIONS COMMITTEE
ALD. STEVE WEBER, CHAIR
MONDAY, MAY 19, 2025
IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – 2 EAST MAIN STREET**

1. Call to Order

Chair Weber called the meeting to order at 7:43 pm.

2. Roll Call

Present: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Spellman, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner, Ald. Weber. **Absent:** Ald. Foulkes

3. Administrative - None

4. Omnibus Vote

Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

Motion by Ald. Muenz, second by Ald. Gehm to approve the Omnibus items.

Voice Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: None. **Motion carried.**

5. Information Technology

***a. Recommendation to approve a Resolution authorizing an agreement with Intellias, Inc. to perform Infor Lawson implementation services for \$27,200.**

Motion by Ald. Muenz, second by Ald. Gehm to approve the Omnibus items.

Voice Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: None. **Motion carried.**

***b. Recommendation to approve a Resolution authorizing the purchase of one year of CityView support and maintenance services from Harris Computer Systems for \$39,419.**

Motion by Ald. Muenz, second by Ald. Gehm to approve the Omnibus items.

Voice Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: None. **Motion carried.**

***c. Recommendation to approve a Resolution authorizing the approval of an Esri Small Government Enterprise License Agreement for \$42,200 per year for three years.**

Motion by Ald. Muenz, second by Ald. Gehm to approve the Omnibus items.

Voice Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: None. **Motion carried.**

6. Police Department

a. Recommendation to approve a proposal for a C-1 Liquor License Application for Three Gingers LLC, dba Fox Social Bar and Grill, located at 106 E Main St, St. Charles.

Acting Chief Majewski presented this liquor application and noted it passed unanimously at the Liquor Control Commission. He clarified that the location is 104 E Main Street.

Motion by Ald. Wirball, second by Ald. Gehm to approve a proposal for a C-1 Liquor License Application for Three Gingers LLC, dba Fox Social Bar and Grill, located at 106 E Main St, St. Charles.

Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: None. Absent: Ald. Foulkes. **Motion carried.**

b. Recommendation to approve a proposal for a B-1 Liquor License Application for Pho Ly St. Charles LLC., dba Pho Ly, located at 305 W Main St, St. Charles.

Acting Chief Majewski presented the liquor license application, noting that it had been unanimously approved by the Liquor Control Commission. Ald. Silkaitis raised concerns about the applicant's history of DUIs. Chief Majewski responded that the incidents occurred more than 13 years ago and that there have been no issues since.

Motion by Ald. Wirball, second by Ald. Pietryla to approve a proposal for a B-1 Liquor License Application for Pho Ly St. Charles LLC., dba Pho Ly, located at 305 W Main St, St. Charles.

Roll Call Vote: Ayes: Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: Ald. Silkaitis. Absent: Ald. Foulkes. **Motion carried.**

c. Recommendation to approve City property use and parking lot closure for the annual Farmers Market from June through October.

Acting Chief Majewski presented the recommendation. Organizers from Baker Memorial Church are proposing to relocate the event to the former police station parking lot at 211 N. Riverside Ave.

Motion by Ald. Wirball, second by Ald., Pietryla to approve City property use and parking lot closure for the annual Farmers Market from June through October.

Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: None. Absent: Ald. Foulkes. **Motion carried.**

d. Recommendation to approve a Sound Amplification Permit and a proposal for a new Class E-1 Temporary Liquor License for the Hops for Hope 5K to be held at Mt. Saint Mary's Park on October 18, 2025.

Acting Chief Majewski presented this liquor license application, which passed unanimously at the Liquor Control Commission.

Motion by Ald. Wirball, second by Ald. Pietryla to approve a Sound Amplification Permit and a proposal for a new Class E-1 Temporary Liquor License for the Hops for Hope 5K to be held at Mt. Saint Mary's Park on October 18, 2025.

Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: None. Absent: Ald. Foulkes. **Motion carried.**

e. Recommendation to approve amplification and the parking lot closure of City Lot B for the CF Cycle for Life Bicycle Event.

Acting Chief Majewski presented this recommendation. The event will be held on Saturday, September 27, 2025, at Pollyanna Brewing.

Motion by Ald. Gehm, second by Ald. Spellman to approve amplification and the parking lot closure of City Lot B for the CF Cycle for Life Bicycle Event.

Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: None. Absent: Ald. Foulkes. **Motion carried.**

f. Recommendation to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2025 Fox Valley Marathon.

Acting Chief Majewski presented the recommendation. The event is scheduled for Sunday, September 21, 2025.

Motion by Ald. Wirball, second by Ald. Muenz to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2025 Fox Valley Marathon.

Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: None. Absent: Ald. Foulkes. **Motion carried.**

g. Recommendation for approval for amplification and use of a portion of First Street Plaza for the 2025 Jazz Weekend.

Acting Chief Majewski presented the recommendation. The event is scheduled for September 11-14, 2025.

Motion by Ald. Gehm, second by Ald. Muenz to approve amplification and use of a portion of First Street Plaza for the 2025 Jazz Weekend.

Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: None. Absent: Ald. Foulkes. **Motion carried.**

7. Fire Department

a. Recommendation to Approve the Comprehensive Staffing and Standards of Coverage Report for the Fire Department.

Fire Chief Mauthe presented the recommendation. He noted that the report will provide detailed information on the department's current staffing levels and response times. It will also support efforts to maintain the department's ISO classification and meet accreditation requirements.

Motion by Ald. Bongard, second by Ald. Gehm to Approve the Comprehensive Staffing and Standards of Coverage Report for the Fire Department.

Roll Call Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: None. Absent: Ald. Foulkes. **Motion carried.**

8. Public Comment – None

9. Additional Items from Mayor, Council or Staff – None

10. Executive Session – None

11. Adjournment

Motion by Ald. Muenz, second by Ald. Wirball to adjourn the meeting at 8:06 pm.

Voice Vote: Ayes: Ald. Silkaitis, Ald. Bongard, Ald. Muenz, Ald. Lencioni, Ald. Gehm, Ald. Pietryla, Ald. Wirball, Ald. Bessner. Nays: None. Absent: Ald. Foulkes. **Motion carried.**

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