

**Agenda**  
**City of St. Charles**  
**Liquor Control Commission Meeting**  
**Monday, October 21, 2024, 4:30 PM**  
**2 E. Main Street**

1. Call to Order.
2. Roll Call.
3. Motion to accept and place on file minutes of the Liquor Control Commission meeting held on September 16, 2024.
4. Recommendation to approve a proposal for a D-12 Liquor License application for Sachi Nail & Spa LLC located at 546 S. Randall Rd., Suite F, St. Charles.
5. Public Comment.
6. Executive Session (5 ILCS 120/2 (c)(4)).
7. Adjournment.

***ADA Compliance***

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

**Minutes**  
**City of St. Charles**  
**Liquor Control Commission Meeting**  
**Monday, September 16, 2024, 4:30 PM**  
**2 E. Main Street**

**1. Call to Order.**

The meeting was called to order by Chair Vitek at 4:30 p.m.

**2. Roll Call.**

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

**Absent:** None

**3. Motion by Spellman, second by Zollers to accept and place on file minutes of the Liquor Control Commission meeting held on August 19, 2024.**

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

**Motion Carried**

**4. Recommendation to approve a proposal for a B-1 Liquor License application for Acqua E Farina, Inc. located at 2712 E. Main St., Unit A, St. Charles.**

Chief Keegan presented the application and stated that this establishment is located next to Urban Air on the east side of St. Charles. The business owner asked if accommodation could be made for an expedited approval of his liquor license application as the delay would cause him hardship. The Chief further stated that during the background investigation it was discovered that there was a domestic related issue that accrued in DuPage County as well as a service complaint made at the business, however, he believes it is not relevant to the approval of the liquor license.

Commissioner Spellman asked about the BASSETT certification that was under the name of Beatrice. Chief Keegan explained that Beatrice is the operator of the business along with her husband Vito who is present at the meeting.

Commissioner Zollers expressed her concern with the complaint made against the business that claimed that alcohol was served during a private event with no license.

Chief Keegan explained that no BYOB license was issued to the business at the time, however, the City code has some ambiguity in its language and can be open to interpretation. He also reiterated that this instance took place at a private, family event that was not open to the public and that the alcohol found on premises was strictly in the kitchen area used for cooking purposes.

Chair Vitek stated that businesses can serve alcohol at an “invitation only” private event without a liquor license which Chief Keegan confirmed.

Attorney Peppers stated that this was a one and only complaint for this business and that the applicant is here to obtain a liquor license to prevent any such issues in the future.

Ald. Pietryla inquired about the ambiguity in the code and asked Chief Keegan if the code needs to be changed or clarified.

Chief Keegan stated that he does not believe code revision is necessary.

Chair Vitek and Commissioner Gehm both agreed that the business owner is taking the right steps to remedy the situation by seeking a liquor license.

**Motion by Gehm, second by Spellman to approve a proposal for a B-1 Liquor License application for Acqua E Farina, Inc. located at 2712 E. Main St., Unit A, St. Charles.**

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

**Motion Carried**

**5. Recommendation to amend City Ordinance Title 5 “Business Licenses and Regulations,” Chapter 5.08 “Alcoholic Beverages,” and Section 5.08.090 “License Classifications” of the St. Charles Municipal Code.**

Chief Keegan explained that this minor liquor classification amendment to the ordinance will accommodate the for-profit motorcycle museum that is the next liquor license to be approved on this agenda.

**Motion by Gehm, second by Pietryla to approve the recommendation to amend City Ordinance Title 5 “Business Licenses and Regulations,” Chapter 5.08 “Alcoholic Beverages,” and Section 5.08.090 “License Classifications” of the St. Charles Municipal Code.**

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

**Motion Carried**

**6. Recommendation to approve a proposal for a D-10 Liquor License application for Moto Art Bar, Inc., located at 1317 E. Main St., St. Charles.**

Chief Keegan stated that the above business will be operating as a vintage motorcycle museum with a service bar.

Commissioner Zollers asked about the background check that has a DUI on the applicant’s record.

Chief Keegan stated that the charge was reduced and should not have any bearing on the applicant being able to obtain a liquor license.

Attorney Peppers stated that this offense does not rise to the level of a felony and should not have any bearing in the approval of the liquor license for this applicant.

Commissioner Zollers and Commissioner Pietryla asked if the business owner intends on using this liquor license for special event only or would it be an establishment that the public can walk into and order an alcoholic beverage during their operating hours.

Chief Keegan stated that this license class allows the business to serve alcohol, similar to what is done at the Moonlight Theater; however, the business owner believes that it will mostly be used during special and/or private events.

Commissioner Spellman asked if any food would be served at this location.

Chief Keegan explained that any food served there would be small appetizers rather than a full restaurant menu.

**Moved by Spellman, second by Gehm to approve a proposal for a D-10 Liquor License application for Moto Art Bar, Inc., located at 1317 E. Main St., St. Charles.**

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

**Motion Carried**

**7. Public Comment - None**

8. Executive Session (5 ILCS 120/2 (c)(4).

9. Adjournment.

**Motion by Pietryla, second by Zollers to adjourn the meeting at 5:28pm.**

**Voice Vote:** Ayes – unanimous; Nays – none; Absent – none; Abstain – none; Commissioner Vitek did not vote as chair. **Motion Carried.**

Notes prepared by: Marzena Sheets, Deputy City Clerk

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 4
	Title:	Recommendation to approve a Proposal for a D-12 Liquor License Application for Sachi Nail & Spa LLC Located at 546 S. Randall Rd., Suite F, St. Charles	
	Presenter:	Police Chief Keegan	
<b>Meeting:</b> Liquor Control Commission		<b>Date:</b> October 21, 2024	
<b>Proposed Cost:</b>		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>Sachi Nail &amp; Spa LLC, located at 546 S. Randall Rd., Suite F, is requesting approval of a D-12 liquor license application for their business.</p>			
<b>Attachments</b> (please list):			
Liquor License, Memo			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a proposal for a D-12 Liquor License application for Sachi Nail & Spa LLC located at 546 S. Randall Rd., Suite F, St. Charles.			



# Memo

Date: 10/16/2024  
To: Lora Vitek, Mayor-Liquor Commissioner  
From: Eric Majewski, Deputy Chief of Police  
Re: Background Investigation- Sachi Nail and Spa LLC /546 S. Randall Rd (Class D-12)

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

This location is in the plaza behind the Syrup restaurant. A new tenant has leased this space and is currently conducting on-site renovations to operate as a nail salon. The space will provide luxurious and professional nail and waxing services. A complimentary glass of wine will be offered to all guests of legal drinking age.

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): Chung V. Truong

BUSINESS: Sachi Nail & Spa LLC (DBA: Sachi Nail Bar)

ADDRESS: 546 S. Randall Rd., Suite F, St. Charles, IL 60174

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

\* COMMENTS: MENU NOT INCLUDED IN APPLICATION.

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INVESTIGATOR ASSIGNED: Det. Sgt. Vicicondi #368

SUPERVISOR REVIEW: [REDACTED]



# Memo

Date: 10/11/2024  
To: Chief Keegan #300 (via chain of command)  
CC: Cmdr. Lamela #340 DL# 340  
From: Det. Sgt. Vicicondi #368  
Re: Liquor License Class (D12) – Background Investigation for Sachi Nail & Spa LLC  
(DBA: Sachi Nail Bar)

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## IN SUMMARY:

The purpose of this memorandum is to outline steps taken during the background investigation for a liquor license application. This investigation was done based on the application submitted for a Class (D12) –liquor license for the business Sachi Nail & Spa LLC (DBA: Sachi Nail Bar) – which is located at 546 S. Randall Rd., Suite F, St. Charles, IL 60174.

## APPLICANT:

Truong, Chung V.  
DOB: [REDACTED]  
West Chicago, IL 60185  
TX [REDACTED]

## APPLICATION:

The application is complete to include: A signed lease, a certificate of liability insurance (\$2,000,000 general aggregate / \$1,000,000 general each occurrence), a floor plan, a business plan, and an image of a building permit (the image is of poor quality).

A section of the business plan states, “A visit to Sachi Nail Bar will include a complimentary glass of wine (to those of legal drinking age), high-end interior design, superior nail services, a relaxing atmosphere, all at a great value.”



**PERSONAL INTERVIEW:**

On 10/07/24, I met with Chung V. Truong (DOB: [REDACTED]) and his son Duy Khanh Truong (AKA "Henry") (DOB: [REDACTED]) at the St. Charles Police Department (SCPD). During the interview, I learned the following information (in summary and not verbatim):

Chung speaks Vietnamese; he doesn't speak English – he only understands a little. Therefore, Duy assisted with translation during the interview. Chung is the only owner of the business and Duy will be the manager. Chung signed waivers to allow me to conduct this background investigation. Chung and Duy signed the required fingerprint forms (copies were provided to them).

Chung has lived at his current address ([REDACTED]) for six years. Chung lived at [REDACTED] from approximately 2015 – 2018. Chung came to America in 2015; he lived in Vietnam prior to that.

Chung is not a U.S. Citizen. Chung and Duy provided me with their Illinois Driver's Licenses and their U.S.A. Permanent Resident Cards (see attached photocopies).

Regarding the St. Charles location, Chung indicated that the location has potential for a good nail salon business. There is no liquor inventory currently. Chung is not a current or past liquor license holder; and there are no past violations.

The date they plan to open and the date they plan to sell liquor is around 11/11/2024.

Chung indicated that he did have previous business ownership in Vietnam. He was a wholesaler and manufacturer of jewelry for stores.

Renovations will be done around the end of October (2024). The business will have 12 employees and Duy will be the onsite manager. They plan to sell light champagne to customers.

Chung and Duy were both fingerprinted as liquor license applicants.

Chung indicated that he has never been arrested. Duy informed me that he received a misdemeanor speeding violation in 2019 or 2020.

**CERTIFICATE OF INSURANCE:**

I noticed that the certificate of insurance provided with the application had a policy period of 11/19/2024 to 11/19/2025. The 11/19/2024 date is after the businesses' planned opening of around 11/11/2024. On 10/08/2024, I spoke with Duy on the phone regarding this date discrepancy. In summary, Duy indicated that the planned opening is going to be on 11/19/2024 or after. Duy indicated that the 11/11/2024 date was just an estimate.

### **FINGERPRINT RESPONSES:**

The Illinois State Police responses had a result of no record on file for both Chung and Duy. The FBI responses revealed no prior arrest data for both Chung and Duy.

### **RECORDS CHECKS:**

Records checks were conducted on Chung at the following agencies, with the following results (in summary):

Kane County Sheriff's Office: No record.

Cook County Sheriff's Police Dept.: It was determined that the Cook County Sheriff's Police had no criminal contact with the requested individual.

West Chicago Police Dep.: The result of the records check disclosed that the aforementioned subject has a record in the City of West Chicago:

- 08/21/2016 (WC106415069) Operate a motor vehicle while using an electronic communication device. (The response also included a copy of the citation).

DuPage County Sheriff's Office: The response indicated that Chung has three traffic violations (see attachment). The attachment indicated that Chung had the following traffic cases:

- 2021TR017064 – Speeding over statutory limit 15-20
- 2016TR071766 – Operate a motor vehicle while using an electronic communication device
- 2015TR077299 – Passenger required to wear seat belt

### **NEW WORLD / AEGIS LINK / CLEAR / TLOXP:**

A check for Chung in New World and CLEAR yielded negative results.

A check for Chung in Aegis Link had a result under ORI (IL0450600). I viewed the result and under activity it disclosed a Hit and Run case (2019-26958). I reviewed the Elgin PD reports and learned that Chung was the victim in the Hit and Run case.

Utilizing TLOxp, I had a Comprehensive Report completed on Chung. Per the report and in summary:

- Possible Criminal Records, Bankruptcy Records, Liens, Judgements, Property Foreclosures, Evictions, and Global Watch Lists all had a result of none found.

Utilizing TLOxp, I ran a Driving Violations search and a Real-time Incarcerations and Arrests search on Chung; the latter had negative results. The Driving Violations search disclosed the following (in summary):

- Name: Chung V Truong | DOB: [REDACTED] | Docket: 2021TR017064 | Case Type: Traffic | Violation Date: 04/05/2021 | Adjudicated Description: Speeding 15-20 mph above limit | Court County: DuPage

### **BUSINESS ENTITY SEARCH / BASSET CARD / LIQUOR LICENSE:**

Utilizing the ilsos.gov website's Business Entity Search, I conducted a check on Sachi Nail & Spa LLC. The result disclosed that the Entity Status was Active. It also listed Chung V. Truong as the Registered Agent.

On 10/08/2024, I received a copy of Duy K Truong's BASSET Card via email. The date of certification is 8/22/2024 and the card expires on 8/22/2027. The student ID# is 8680096. Utilizing the Illinois.gov website's BASSET Card Lookup, I searched for Duy Truong. There was a result for a Duy Truong with an expiration date of 8/22/2027; and the student ID# is 8680096.

Utilizing the Illinois.gov website's License Lookup, I could not locate a license for Sachi Nail & Spa LLC.

### **SITE VISIT:**

On 10/09/24, I responded to 546 S. Randall Rd. - Suite F. I spoke with a male subject named "David," and he indicated that he was the contractor. The business appeared to still be under renovation. David indicated that the work would be done in around two weeks.

-Refer to the attached responses, reports, and supporting documents for further information.

This concludes this background investigation.

Respectfully Submitted,

[REDACTED]

Det. Sgt. Vicicondi #368

# BASSET Card



DUY K. TRUONG



01/01

October 3, 2024



Letter ID: L0482800424

License No.: 5A-1141345

Expiration Date: 8/22/2027

License Type: Basset Card

Your "Student ID number" is: 8680096

Your "Trainer's ID number" is: 5A-1141345

Your BASSET Card is located BELOW

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

**IMPORTANT:**

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

ILLINOIS LIQUOR CONTROL COMMISSION  
50 W. Washington Street, Suite 209 - Chicago, IL 60601  
BEVERAGE ALCOHOL SELLERS AND SERVERS  
EDUCATION AND TRAINING [BASSET] CARD

Date of Certification: 8/22/2024 Expires: 8/22/2027  
Trainer's IL Liquor License Number: 5A-1141345  
DUY K TRUONG  


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

**Vicicondi, Robert**

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**From:** khanh duy truong [REDACTED]  
**Sent:** Tuesday, October 8, 2024 3:13 PM  
**To:** Vicicondi, Robert  
**Subject:** Basset certificate  
**Attachments:** ViewFile.pdf

[You don't often get email from [REDACTED] Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

hello,

This is Henry. Here is my basset certificate

Sent from my iPhone

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



Incomplete applications will not be accepted.

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

**Business Name**

**APPLICATION CHECKLIST**

Check items to confirm all are attached to this application	Applicant	Office Use
Application Fee of \$200 (5.08.070C) <b>non-refundable</b> <small>Non-refundable</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completed Application for all questions applicable to your business.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Lease/Proof of Ownership	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Dram Shop Insurance or a letter from insurance agent with a proposed quote.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Articles of Corporation, if applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Completed B.A.S.S.E.T. (Beverage Alcohol Sellers & Servers Training) form – filled out for all employees. A copy of the B.A.S.S.E.T. certificate is only needed for each manager. It is the business establishment's responsibility to keep copies of all B.A.S.S.E.T. certificates on file for all of their employees.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Site Plan for Establishment (Drawn to scale including the parking lot, patio and/or deck, outdoor seating).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Floor Plan for Establishment (Drawn to scale and must include the layout of the establishment with tables, chairs, aisles, displays, cash register, bar, and lounge area with dimensions, percentage, and square footage noted for each space). Be sure to also include all fixed objects, such as pool tables, bar stools, vending/amusement machines; as well as all exits.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Business Plan, to include: <input checked="" type="checkbox"/> Hours of Operation <input type="checkbox"/> Copy of Menu <i>N/A</i> <input type="checkbox"/> Whether or not live music will be played at this establishment <input type="checkbox"/> Will there be outdoor seating and/or outdoor designated smoking area <input type="checkbox"/> Do not include a marketing or financial plan with this business plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are any building alterations planned for this site? If not sure, please contact Building & Code Enforcement at 630.377.4406 and/or Fire Prevention Bureau at 630.377.4458 to discuss whether or not a walk-thru and/or permit are necessary.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All managers have been fingerprinted who are employed by your establishment. When new management is hired, it is imperative you contact the Mayor's office to be fingerprinted so the City's business files are appropriately updated.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alcohol Tax Acknowledgement and Business Information Sheet	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**OFFICIAL USE ONLY**

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

*368 Sergeant*  
Badge Number & Rank

Approval Recommended\*       Approval NOT Recommended

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

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

**LICENSE INFORMATION:**

- A** Package \$3200-3600     **A1**    **A2**    **A4**    **A5**    **A6**  
 **B** Restaurant \$2400-3600     **B1**    **B2**    **B3**     Late Night Permit 1:00am \$800 (B/C only)  
 **C** Tavern \$2400-3600     **C1**    **C2**    **C1**     Late Night Permit 2:00am \$2300 (B/C only)  
 **D** Hotel/Banquet/Arcada/Q-Center/Entertainment/Club - \$varies    **D-Type** D12  
 **G** Brewery/Restaurant or Site License - \$varies     **G1**    **G2**  
 **H** Catering License - \$varies     **H1**    **H2**

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

**APPLICANT INFORMATION**

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

2. Business Name: SACHI NAIL & SPA LLC DBA SACHI NAIL BAR

3. Business Address: 546 S RANDALL RD STE F, ST. CHARLES, ILL, 60179

4. Type of Business (5.08.070-3): <u>Nail Service</u>	5. Length of Time in this Business (5.08.070-4):	6. Value of merchandise that normally will be in inventory when in operation (5.08.070-5): <u>\$200</u>	
7. Business Phone: <u>520-740-6442</u>	8. Business E-mail: <u>sachi.nails.park@gmail.com</u>	9. Business Website:	10. Illinois Tax ID Number: <u>99-142074</u>
11. Applicant/Contact Person Name: <u>CHUNG TRUONG</u>		12. Title: <u>OWNER</u>	13. Email: [REDACTED]

14. Applicant Home Address, and all addresses for the last 10 years:  
[REDACTED]

15. Ph #: [REDACTED]	DL #: [REDACTED]	16. Date of Birth: [REDACTED]	17. Birthplace: <u>VIET NAM</u>
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18. If Corporation, Corporation Name:

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

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

Full Name, include middle initial: DUY K TRUONG    Title: Manager

Birthdate:    Birthplace: Viet Nam    Driver's License #:    Home Phone: [REDACTED]

Home Address, and all addresses for the last 10 years:    Email Address: [REDACTED]

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

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

**BUSINESS ESTABLISHMENT LOCATION INFORMATION**

1. Exact Street Address for liquor license: 546 S. Randall Rd, STE F St. Charles, IL, 60174	2. # Parking Spaces: 325	3. Outside Dining s.f. [17.20.020-R]: N/A	4. Total Building s.f.: 2510
5. Total # Seats: 32	6. Live Entertainment Area s.f. [5.08.010-H]: N/A		
7. Brief Business Plan description based on type of establishment listed above (5.08.070-6):  Attached			

**PROPOSED FLOOR PLAN/LAYOUT OF PROPERTY**

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

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

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

**CORPORATION / PREMISES QUESTIONS**

1. If applicant is an individual or partnership, is each and every person a United States citizen (5.08.070-2)?  Yes  No

1. Is any individual a naturalized citizen?  Yes  No  
 If yes, print name(s), date(s), and place(s) of naturalization:

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

3. If the premises are leased, list the names and addresses of all direct owners or owners of beneficial interests in any trusts, if premises are held in trust (5.08.070-6B):

Name of Building Owner: VS 3 Randall Investment LLC Phone Number: 732-705-7750  
 Address of Building Owner: 3020 Bluestem Ct, Naperville, 60565 E-mail Address: VS3.investment@gmail.com  
 Mailing Address of Building Owner (if different):

Name of Building Owner: Phone Number:  
 Address of Building Owner: E-mail Address:  
 Mailing Address of Building Owner (if different):

Name of Building Owner: Phone Number:  
 Address of Building Owner: E-mail Address:  
 Mailing Address of Building Owner (if different):

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

5. Does applicant have any outstanding debt with the City of St. Charles, including, but not limited to, utility bills, alcohol tax, and permit fees, for any current or previous establishment owned, operated or managed by the applicant?  
 Yes  No  
 If yes, please note the City of St. Charles requires all debt to be paid in full before consideration of a new or renewed liquor license is issued. (5.08.050)

6. Are any improvements planned for the building and/or site that will require a building permit?  Yes  No  
 If yes, has a building permit been applied for?  Yes  No Date of permit application 4/14/2024

7. Has applicant applied for a similar or other license on the premises other than the one for which this license is sought (5.08.070-7)?  Yes  No  
 If yes, what was the disposition of the application? Explain as necessary:

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

Business Name: SACHI NAIL & SPA LLC, DBA Sachi Nail Bar

SIGNATURES

[Redacted Signature]

Applicant's Signature

Subscribed and sworn before me this 3<sup>rd</sup> day of October, 2024



[Redacted Notary Name] Notary Public

ADDENDUM TO RETAIL LIQUOR LICENSE APPLICATION

To be completed by the City of St. Charles Police Department

Date: 10 07 24 Name of Applicant: Chung V. Truong

Name of Business: Sachi Nail & Spa LLC

Address of Business: 546 S. Randall Rd., Suite F, St. Charles, IL Ward Number: 5

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

1. Date on which applicant will begin selling retail alcoholic liquors at this location: around Nov. 11, 2024.

2. Is the location within 100 feet of any church; school; hospital; home for the aged or indigent persons; home for veterans, their wives/husbands or children; or any military or naval station? [ ] Yes [X] No

3. If the answer to question 2 is yes, answer the following: Is applicant's place of business a hotel offering restaurant service, a regularly organized club, a restaurant, a food shop, or other place where the sale of alcoholic liquors is not the principal business? [ ] Yes [ ] No N/A
If yes, answer a, b and c:
a. State the kind of such business:
b. Give date on which applicant began the kind of business named at this location:
c. Has the kind of business designated been established at this location for such purpose prior to February 1, 1934, and carried on continuously since such time by either the applicant or any other person? [ ] Yes [ ] No N/A

4. If premises for which an alcoholic liquor license is herein applied for are within 100 feet of a church, have such premises been licensed for the sale of alcoholic liquor at retail prior to the establishment of such church? [ ] Yes [X] No
If yes, have the premises been continuously operated and licensed for the sale of alcoholic liquor at retail since the original alcoholic liquor license was issued therefore? [ ] Yes [ ] No N/A

5.	<p>Is the place for which the alcoholic liquor license is sought a dwelling house, flat, or apartment used for residential purposes?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
6.	<p>Is there any access leading from premises to any other portion of the same building or structure used for dwelling or lodging purposes and which is permitted to be used or kept accessible for use by the public? (Connection between premises and such other portion of building or structure as is used only by the applicant, his/her family and personal guests not prohibited.)</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
7.	<p>If applicant conducts or will conduct in the same place any other class of business in addition to that of City Retailer of Alcoholic Liquor, state the kind and nature of such business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Nail Salon</i></p>
8.	<p>Are all rooms where liquor will be sold for consumption on the premises continuously lighted during business hours by natural light or artificial white light so that all parts of the interior shall be clearly visible? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
9.	<p>Are premises located in any building belonging to or under the control of the State of Illinois or any other political subdivision thereof, such as county, city, etc.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
10.	<p>Are the premises for which license is herein applied for a store or place of business where the majority of customers are minors of school age or where the principal business transacted consists of school books, school supplies, food or drinks for such minors? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
11.	<p>It is required by the City of St. Charles that all employees undergo BASSET training. Provide a copy of the certificate of training completion for each manager. All certificates for managers have been submitted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Duy Truong</i></p>
12.	<p>From your observation and investigation, has applicant—to the best of your knowledge—truthfully answered all questions? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, state exceptions:</p>
13.	<p>Have all persons named in this application been fingerprinted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Fingerprinted by: <i>Vicicondi 368</i> Date: <i>10 07 24</i></p>
14.	<p>Other necessary data:</p>

### Assignment And Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment"), dated and effective as of this 6th day of June, 2024 (the "Effective Date") is authorized by and executed between Essence Nail & Spa, Inc., an Illinois corporation ("Tenant" or "Assignor"), and Sachi Nail & Spa, LLC, an Illinois limited liability company ("Assignee"). This Assignment relates to a certain CIMA Developers Limited Partnership Lease ("Lease") dated February 5<sup>th</sup>, 2024 entered into between CIMA Developers, LP ("Lessor"), and Tenant, attached hereto as Exhibit A. Assignor, Assignee, and Lessor shall be collectively referred to as "Parties". This instrument is intended to convey unto the Assignee all right, interest and title which Tenant holds in the Lease.

### WITNESSETH:

For and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1(a). Assignor hereby assigns to Assignee (without covenant, representation or warranty of any kind) whatever right, title and interest Assignor holds in, to and under (subject to certain reservations indicated in Section 2 hereof), and delegates all of its obligations and duties of performance under the Lease. Assignor hereby assigns to Assignee any right and/or claim to any security deposit held by Lessor.
- 1(b). Assignee hereby accepts the assignment and delegation set forth in Section 1(a) hereof and assumes all duties, liabilities and obligations under the Assigned Lease, thereby relieving Assignor of any further duties or obligations thereunder. Assignee also agrees to perform and comply with all terms and conditions contained in the Lease, including but not limited to the method of payment by Electronic Funds Transfer (EFT) and the completion of the EFT Agreement attached as Schedule I. In the event that the Assignee identified above is a corporation, LLC or other business entity, Lessor may demand that such officer(s), director(s), manager(s) or agent(s) of said entity as Lessor requires, execute Personal Guarantees prepared by Lessor (attached hereto as Schedule II), in which case, the liability of each such Guarantor shall be individual and several, and Lessor may, without compromising any other remedy available to the Lessor against the Assignor, Assignee or any other Guarantor, proceed to collect rent, demand performance or otherwise seek relief of damages against any individual Guarantor herein, and such action shall not be deemed a waiver of any right or privilege which Lessor may have in exercising its rights or choosing a remedy against the Assignor, Assignee or any other Guarantor.
2. Assignee shall defend (with counsel reasonably acceptable to Assignor), indemnify and hold Assignor harmless from any and all claims or lawsuits in any way pertaining to Assignee's actual or alleged breach of any obligation and/or duty under the Lease. The indemnity provisions herein shall also extend and apply to any and all claims or lawsuits in any way pertaining to Assignee's use or operation of its business on the property arising on or after the Effective Date hereof.

3. Assignee shall not transfer or assign the interest in the Lease without obtaining Lessor's prior written consent (which may be withheld in Lessor's sole and absolute discretion). For purposes hereof, any change, assignment, sale of any equity interest in the corporate entity of the Assignee, issuance of stock options or common stock, pledge of common stock for corporate debt, or entry into ventures or partnerships shall be deemed to be a transfer which requires Lessor's prior written consent (which may be withheld in Lessor's sole and absolute discretion). Any purported transfer or assignment of this Assignment or any interest in the Lease without Lessor's prior written consent shall be null and void.

4. Any section in this Assignment, or part of any section, which is adjudicated to be invalid or unenforceable shall not affect the validity or enforceability of the Assignment as a whole or the validity or enforceability of the remaining sections.

In addition, the Lessor and Assignor further verify that: (a) The Lease subject to this Assignment is valid in all respects; (b) that the Commencement Date of the Lease is June 4, 2024; and that the termination date of the initial term is June 30, 2034; (c) that the Lease provides that no base rent shall be charged to the Lessee for the first two months of the initial term, and the amount due for said months includes current real estate taxes and common area maintenance only; the amount due for June 2024 (pro-rated) is \$1,001.70, and the amount due for July 2024 is \$1,113.25, and that subsequently, the monthly amount due under the Lease, including base rent, real estate taxes and common area maintenance is \$4,000.75 and that such payment is due as of the 1<sup>st</sup> day of each calendar month; (d) That the Lessor is unaware of any claims of the Assignor against the Lessor herein; (e) that the Assignor is unaware of any claims against the Lessor; (f) that the attached Exhibit A is a true and complete copy of the Lease Agreement (with all amendments thereto); (g) That the Assignee has fully reviewed the Lease Agreement and approved the same and has had opportunity to secure legal counsel with respect thereto; and (h) that the Lessor acknowledges that the Assignee is duly relying upon the accuracy and truthfulness of the Lessor's verifications herein and in reliance thereon, will proceed to assume the obligations and liabilities of the Assignor as set forth in the Lease.

This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. A facsimile or pdf-format copy of any signature shall have the same force and effect as an original.



Chung V. Truong, President  
Essence Nail & Spa, Inc.

Dan Soltis, Authorized Agent  
CIMA Developers, LP



Chung V. Truong, Sole Managing Member  
Sachi Nail & Spa, LLC

This schedule is annexed to and made a part of an Assignment and Assumption Agreement dated June 6th, 2024, between Essence Nail & Spa, Inc., an Illinois corporation, Sachi Nail & Spa, LLC, an Illinois limited liability company, and CIMA Developers, LP, an Illinois limited partnership relating to assignment of a Lease between CIMA Developers, LP and Essence Nail & Spa, Inc. dated February 5<sup>th</sup>, 2024.

SCHEDULE I

CIMA DEVELOPERS, LP  
ELECTRONIC FUND TRANSFER AGREEMENT

To: Chase  
NAME OF BANK

Effective immediately, the undersigned, as duly authorized signatory on the following identified account, authorizes CIMA Developers, LP to initiate an electronic funds draw, or transfer, and to deposit funds, for credit as necessary, on the account of the undersigned identified below. The undersigned acknowledges that the electronic funds draw will be conducted on a monthly basis and will continue, pending further notice to the Bank by the undersigned. Transaction amounts may vary, on a monthly basis.

The Account Information of the undersigned is as follows:

Account Name:  
Account Number:  
Routing Number:

The undersigned does hereby further authorize the agents and employees of the Bank to provide to any authorized personnel of CIMA Developers, LP, information as to availability of funds to cover the Electronic Fund Transfers. Failure to have sufficient funds within the account will result in a \$100.00 fee for the first failure and \$200 per additional offense in the same month, which will be drawn the next business day. All charges relative to the EFT process shall be charged to the above account of the undersigned.

Executed this 6th day of June, 2024



Chung V. Truong

Witness 

This schedule is annexed to and made a part of an Assignment and Assumption Agreement dated June 6th, 2024, between Essence Nail & Spa, Inc., an Illinois corporation, Sachi Nail & Spa, LLC, an Illinois limited liability company, and CIMA Developers, LP, an Illinois limited partnership relating to assignment of a Lease between CIMA Developers, LP and Essence Nail & Spa, Inc. dated February 5<sup>th</sup>, 2024.

## SCHEDULE II

### PERSONAL GUARANTY

This Guaranty is made this 6th day of June, 2024, by Chung V. Truong, who is the Sole Managing Member of Sachi Nail & Spa, LLC identified as the Assignee under a certain Assignment and Assumption Agreement of a Lease between Essence Nail & Spa, Inc., an Illinois corporation ("Assignor") and CIMA Developers, LP ("Lessor"), an Illinois Limited Partnership. Said Assignee may be hereinafter referred to for convenience as "company" or "Tenant". The undersigned is executing this Personal Guaranty in his individual capacity.

WHEREAS, the company recognizes that the LESSOR is willing to agree to the assignment of a lease for the property commonly known as 546F South Randall Road, St. Charles, Illinois, comprised of approximately 2,310 square feet of the Randall Plaza Shopping Center and the LESSOR requires, as additional consideration therefor, the execution and delivery of a Personal Guaranty of all obligations of the TENANT contained in said Lease and the diligent and timely performance of all obligations and duties of TENANT in said Lease, and

WHEREAS, the execution and delivery of this Guaranty is a condition to the validity of the Assignment and Assumption Agreement and the Lease between LESSOR and TENANT, and

WHEREAS, the Guarantor hereunder acknowledges a direct or indirect benefit from the Assignment and Assumption of the Lease by LESSOR and TENANT.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Guarantor and LESSOR agree as follows:

1. **Preambles:** The foregoing Preambles are hereby incorporated within and hereby made a part of this Guaranty. Chung V. Truong, the undersigned, represents that he is an owner or controlling member of the company identified as Assignee under a certain Assignment and Assumption of Lease Agreement with CIMA Developers, LP, an Illinois limited partnership.

2. **Definitions:**

- A. "Event of Default" shall mean any of the events described in Section 3 hereof.
- B. "Lease" shall mean the Lease Agreement dated February 5<sup>th</sup>, 2024 entered into between the LESSOR and the Assignor, and assigned to the Company pursuant to an Assignment and Assumption agreement dated June 6th, 2024, executed by the Company and/or the Guarantor herein on even date herewith.

**3. Event of Default:** The occurrence of any one or more of the following events shall constitute an "Event of Default":

- A. **The failure of the TENANT to pay RENT, or any amounts due under the Lease, as and when due and payable, whether by acceleration, extension or otherwise.**
- B. The failure of the TENANT to perform, observe or comply with any of the covenants of this Agreement or any term or provision of the Lease.
- C. The occurrence of an Event of Default under any of the Lease.
- D. Insolvency of the TENANT or the Guarantor herein.
- E. The filing of a Voluntary or Involuntary Bankruptcy against either the TENANT or the Guarantor herein.
- F. Entry of a Judgment against the TENANT or the Guarantor herein, by any Court or Arbitration Panel which, in the reasonable opinion of the LESSOR herein, constitutes an adverse change in the financial condition of the TENANT or the Guarantor or which would otherwise have a material, adverse effect on the business operations of the TENANT.

**4. Rights and Remedies of the LESSOR:** Upon and after the occurrence of an Event of Default, LESSOR may, without notice or demand, exercise the right to pursue any proceeding to collect any sums due under the Lease, or institute any proceedings to enforce the obligations of the TENANT and Guarantor under the Lease or this Guaranty. The LESSOR herein shall not be obligated to pursue any action directly against the TENANT either prior to or as a condition precedent to pursuit of remedies against the Guarantor, but may initiate proceedings directly against the Guarantor herein, as though the Guarantor were a primary obligor under the Lease or a signatory thereof. The liability of the Guarantor hereunder shall be primary and not secondary, and shall not be affected by any further advance of credit from the LESSOR to the TENANT or by any extension, modification, further amendment, renewal of, or supplement to the Lease agreement or instruments related thereto. No act or omission of the LESSOR herein shall constitute a waiver of any right to pursue remedies against the Guarantor hereunder unless the same is reduced to writing and the LESSOR expressly agrees to such waiver. The Guarantor shall be fully liable for all costs of collection or enforcement of any obligation of the TENANT or Guarantor, including reasonable attorney's fees, expenses and costs of suit incurred or suffered by the LESSOR in pursuit of its rights and remedies hereunder. Any and all advances by the LESSOR to the TENANT, or advances or payments made by the LESSOR on TENANT'S behalf under the Lease, whether prior to or subsequent to the date hereof shall be deemed to be the obligations of the Guarantor herein.

This Guaranty is an absolute, continuing and unconditional Guaranty of payment and a Guaranty of performance. It shall be enforceable against the Guarantor, and his successors, heirs, representatives, and assigns, without the necessity of any suit or proceeding on the part of the LESSOR of any kind or nature whatsoever, and further, without notice or demand to which Guarantor might otherwise be entitled, all of which are expressly waived by the Guarantor. This Guaranty shall not be affected, impaired, modified or diminished by reason of assignment thereof by the LESSOR herein or by reason of any dealings, transactions or matters or things occurring between the LESSOR and the TENANT. This Guaranty may be assigned by the LESSOR without the consent of the Guarantor herein.

5. **Severability:** If any term, provision or condition, or any part thereof, of this Guaranty, or the Lease shall for any reason be found or held invalid or unenforceable by any Court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, condition, or provision, nor any other term, condition or provision, and this Guaranty and the Lease shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

6. **Waiver of Jury Trial/Consent to Jurisdiction and Venue:** The Guarantor herein (A) covenants and agrees not to elect a trial by jury of any issue trial able of right by a jury and (B) waives trial by jury in any action or proceeding to which LESSOR and Guarantor may be parties, arising out of, or in connection with or in any way pertaining to this Guaranty or the Lease and/or any transactions, occurrences, communications or understandings (or the lack thereof) relating in any way to the relationship between the Parties.

The waiver is separately given, knowingly, willingly and voluntarily made by Guarantor and Guarantor hereby agrees that no representation of fact or opinion have been made by any person to induce this waiver of trial by jury or to in any way nullify or modify its effect. Guarantor acknowledges that he has had the opportunity to discuss this waiver with Counsel.

The Guarantor further consents that any action arising out of or relating to this Guaranty may be filed in DuPage County, Illinois at the election of the LESSOR and the Guarantor waives the right to change venue to any other County in the State of Illinois and in which venue might otherwise be proper.

7. **Merger:** This Guaranty and the Lease related hereto contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement or promise made by any party hereto or by any employee, agent, officer or attorney of any party hereto, which is not contained herein shall be valid or binding, unless said matter is set forth in a written instrument executed by the parties hereto. No instrument executed by either party shall be deemed to amend the Lease or this Guaranty unless such instrument clearly and expressly sets forth such amendment and states that such instrument is intended to amend the Lease or Guaranty.

8. **Joint and Several Liability:** In the event this Guaranty is executed by more than one Guarantor, it is acknowledged, understood and agreed that the liability of each Guarantor herein shall be joint, primary and several, and the LESSOR herein, or its representatives, successors or assigns if its interests herein, may proceed against either or all of the Guarantors herein, at the sole discretion of the LESSOR, without compromising or affecting any right or remedy of the LESSOR against any other Guarantor herein. The discharge, whether by agreement or operation of law, or the release of the TENANT or any particular Guarantor herein shall not affect the rights or remedies of the LESSOR against any other Guarantor.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Guaranty to be executed under seal as of the date first above written.

Guarantor:

[Redacted]

Chung V. Truong, Individual

Residential Address:

[Redacted]

City, State, Zip: West Chicago IL 60185

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Chung V. Truong, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 8<sup>th</sup> day of JUNE, 2024.

[Redacted]

Notary Public



## NOTICE TO TENANT

In connection with a proposed sale of Randall Plaza from your Lessor to a potential buyer, the potential buyer and/or the potential buyer's lender requires each Tenant to provide the following Certificate. The Lease referred to herein is your lease for the Premises commonly known as Essence Nail and Spa, 546F S. Randall Road, St. Charles, Illinois, 60174.

TO: Sachi Nail & Spa, LLC  
Attn: Mr. Chung V. Truong  
546F S. Randall Road  
St. Charles, IL 60174  
Email: [REDACTED]

## ESTOPPEL CERTIFICATE

The undersigned, Sachi Nail & Spa, LLC (Tenant), hereby certifies to the buyer that the following information is true and correct:

1. A complete copy of the Lease is attached hereto as Exhibit A.
2. The Lease is unmodified and in full force and effect (or if there have been modifications, the Lease is in full force and effect as modified, and the modifications are included as a part of the Lease attached hereto as Exhibit A).
3. Base rental currently payable pursuant to the Lease is \$2,887.50 per month and is due and payable on the 1<sup>st</sup> day of each month. In addition to base rent, Tenant is currently paying Common Area Maintenance (CAM) under the Lease in the amount of \$625.62 per month and Tenant's pro-rata share of taxes in the amount of \$487.63 per month.
4. The Tenant has paid base rent, Common Area Maintenance (CAM) and real estate taxes required to be paid by the Tenant under the Lease through and including June, 2024.
5. The Tenant has no knowledge of any defaults under the Lease by the Landlord/Lessor and no knowledge of any circumstances that, through the giving of notice, the passage of time, or both, would result in a default by the Landlord/Lessor under the Lease.
6. The current term of the Lease will commence on June 4th, 2024 and expires on June 30th, 2034.
7. The Tenant has (2) two options of (5) five years to extend the term of the Lease beyond the expiration of its current term, neither of which options have yet been exercised.
8. The Tenant has accepted possession of the Premises and is currently occupying the Premises pursuant to the Lease.

9. Any and all improvements to the Premises required by the Lease to be furnished or installed by the Landlord/Lessor have been completed in all respects.

10. The Tenant has not stored, used, generated, or disposed of any hazardous or toxic waste or substance at or from the Premises in violation of any environmental law, and the Tenant is not in violation of any environmental law with respect to or affecting the Premises.

11. The Tenant does not currently contemplate making an assignment for the benefit of creditors and is not contemplating commencement of a proceeding seeking protection from creditors pursuant to the United States Bankruptcy Code or any other similar federal or state law providing for relief from creditors in general.

12. The Tenant has no knowledge of any facts or circumstances that will or may entitle the Tenant to a setoff, moratorium, or other defense to its obligation to pay base rental, additional rental, and/or other charges payable by the Tenant pursuant to the Lease.

13. The Tenant has no knowledge of any facts or circumstances that might reasonably prevent the Tenant from fulfilling its obligations under the Lease.

14. The undersigned has full, actual authority to execute this Estoppel Certificate on behalf of the Tenant and to deliver it to the buyer.

15. The Tenant has provided a security deposit in the amount of \$5,000.00 which is currently held by the Lessor.

The foregoing Certificate is given to the buyer with the intent that the matters set forth above may be relied on by the buyer, the buyer's lender, buyer's successors and assigns.

IN WITNESS WHEREOF, this Estoppel Certificate is executed as the free, voluntary, and duly authorized act of the undersigned, on behalf of the Tenant, for the purposes set forth herein effective as of this 7<sup>th</sup> day of June, 2024.

TENANT: Sachi Nail & Spa, LLC

[Redacted Signature]

Chung V. Truong, Managing Member

SUBSCRIBED and SWORN to before me  
this 10<sup>th</sup> day of June, 2024

[Redacted Signature]

Notary Public



**LIQUOR LIABILITY COVERAGE PART - CLAIMS-MADE FORM CERTIFICATE PAGE**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE FORM CERTIFICATE PAGE**

IT IS AGREED THAT THIS CERTIFICATE IS ISSUED TO THE CERTIFICATE HOLDER LISTED BELOW TO CERTIFY COVERAGE UNDER THE LIQUOR LIABILITY INSURANCE MASTER POLICY LISTED BELOW.

**INSURANCE COMPANY:** Certain Underwriters at Lloyds  
**NAME OF INSURED:** Hospitality & Entertainment Trade Alliance  
**CERTIFICATE HOLDER:** Sachi Nail & Spa LLC, DBA Sachi Nail Bar  
**ADDRESS:** 546 s randall rd F, Saint charles, IL 60174  
**POLICY PERIOD:** 11/19/2024 TO 11/19/2025

**POLICY NUMBER:**  
PK810224  
**CERTIFICATE NUMBER:**  
-GLLL172206

**LIQUOR LIABILITY LIMITS OF INSURANCE - CLAIMS-MADE FORM**

Each Common Cause Limit / General Aggregate Limit \$100,000 Occurrence / \$300,000 Aggregate  
Liability Deductible \$0  
Retro Date 11/19/2024

**IMPORTANT INFORMATION ON CLAIMS-MADE POLICY**

THIS IS A CLAIMS MADE AND REPORTED POLICY. SUBJECT TO ITS TERMS, THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD. IF APPLICABLE, DAMAGES AND CLAIMS EXPENSES SHALL BE APPLIED AGAINST THE DEDUCTIBLE. CLAIMS EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY UNDER THIS POLICY. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY DEFENSE COSTS OR FOR ANY JUDGEMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAVE BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

**GENERAL LIABILITY LIMITS OF INSURANCE - OCCURRENCE FORM**

General Aggregate Limit (Other than Products-Completed Operations) \$ 2,000,000  
Products-Completed Operations Aggregate Limit \$ 2,000,000  
Personal and Advertising Injury Limit \$ 1,000,000  
General Each Occurrence Limit \$ 1,000,000  
Damage to Premises Rented to You Limit \$ 300,000 Any One Premises  
Medical Expense Limit \$ 5,000 Any One Person  
Liability Deductible \$ 0

**FORMS AND ENDORSEMENTS** applicable to all Coverage Parts and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule.

**TYPE OF BUSINESS:** LLC

**BUSINESS DESCRIPTION:** Bartending, Nail salon

**PREMIUM:** \$382.50  
**SURPLUS LINES TAX:** \$13.00  
**TOTAL POLICY COST:** (The cost is 100% earned/non refundable) \$395.50

THIS INSURANCE IS SUBJECT TO ALL THE TERMS AND CONDITIONS, INCLUDING APPLICABLE ENDORSEMENTS OF THE LIQUOR LIABILITY INSURANCE MASTER POLICY. A COPY OF THE LIQUOR LIABILITY INSURANCE MASTER POLICY ACCOMPANIES THIS CERTIFICATE. ADDITIONAL COPIES WILL BE PROVIDED TO THE CERTIFICATE HOLDER UPON REQUEST. PLEASE READ THE POLICY AND ALL ENDORSEMENTS.

**CLAIMS/INCIDENTS REPORTING**

Full detail of any incident should be sent immediately by email to [kathyw@trans11claims.com](mailto:kathyw@trans11claims.com) or by mail to TransEleven Claims Managers Inc

700 Central Expressway South, STE 200 Allen, TX 76013

**NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITING**

CG2015 01/10  
FLL2021  
FLL2022  
CG 2026  
CG2015  
FLL1013  
CG2001 04/13  
CG2404 05/09

Assault and Battery Exclusion  
Additional Insured - Owner of Premises  
Additional Insured - Liquor License Holder  
Additional Insured - Designated Person or Organization  
Additional Insured - Vendors  
Amendment - Submit of Insurance - Assault and/or Battery  
Primary and Non-Contributory - Other Insurance Condition  
Waiver of Transfer of Rights of Recovery Against Other to Us



**Program Administrator**  
Veracity Insurance Solutions, LLC  
260 South 2500 West, Suite 303  
Pleasant Grove UT 84062  
866 395 1308

**UNIQUE MARKET REFERENCE NUMBER:**  
B0572YF24ST24

**AUTHORITY REFERENCE NUMBER:**  
YF24ST24

**ADMINISTRATOR SIGNATURE:**

*George Jackson*

**NOTICE TO POLICYHOLDER:** This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fu

d.

Form **LLC-5.5**

Illinois  
Limited Liability Company Act  
Articles of Organization

FILE # 14363904

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

Filing Fee: \$150  
Approved By: PJW

FILED  
FEB 18 2024  
Alexi Giannoulias  
Secretary of State

1. Limited Liability Company Name: SACHI NAIL & SPA LLC
2. Address of Principal Place of Business where records of the company will be kept:  
546 S. RANDALL RD STE F  
ST 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:  
CHUNG V TRUONG  
546 S RANDALL RD STE F  
SAINT CHARLES, IL 60174
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:  
TRUONG CHUNG V  
546 S RANDALL RD STE F  
ST 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: FEBRUARY 18, 2024 CHUNG V TRUONG





www.123PremierFoodSafety.com  
(714) 451-0075

# Certificate of Completion

This certificate recognizes that

**Duy K Truong**

has successfully completed and passed the  
**Beverage Alcohol Sellers and Servers  
Education and Training Program (BASSET)**

Issue Date: 08/23/24  
Expiration Date: 08/21/26

Venue/Location Code: 2024-GA0246  
Confirmation #: 0600088

This course successfully meets the requirements for the Illinois Beverage Alcohol Sellers and Servers Education and Training Program (BASSET)

www.123PremierFoodSafety.com

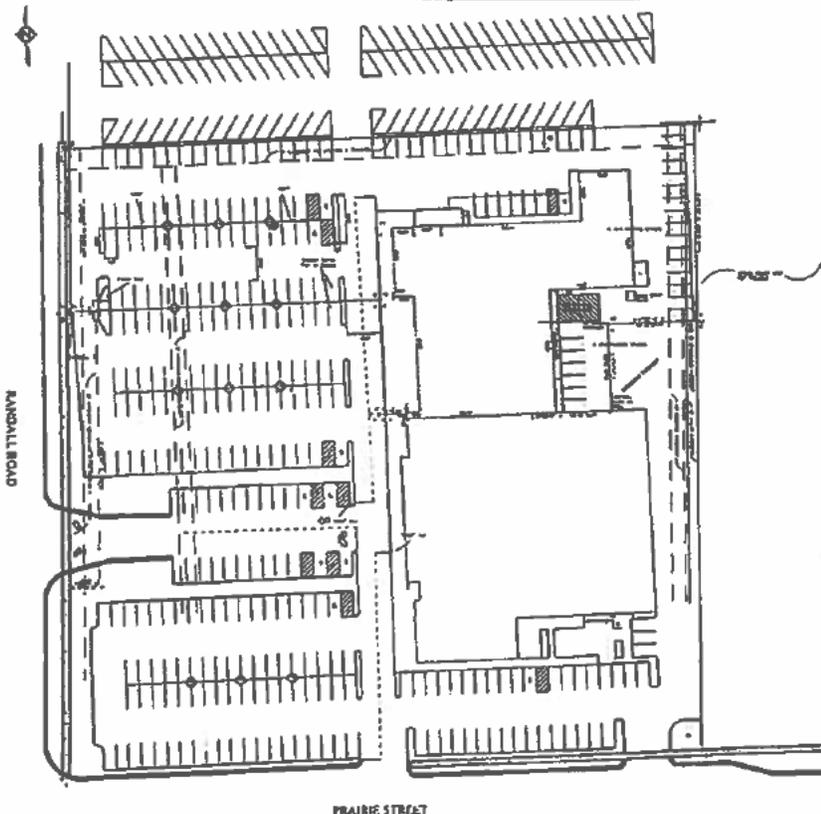


www.123PremierFoodSafety.com  
(714) 451-0075

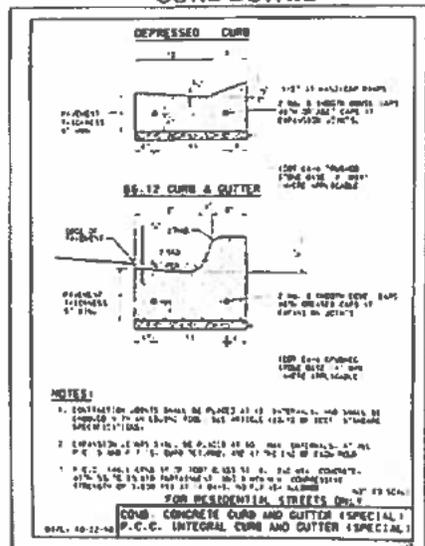
ty-prod-files.s3.amazonaws.com



# REVISED PARKING AREA



## CURB DETAIL



## LANDSCAPING

- Pear Trees (26 total)
- 15 Current
- 11 NEW
- Gold Cedar Mulch

1" = 30'





# SACHI NAIL BAR BUSINESS PLAN

## Contact:

Phone: 630-317-4860

Email: [sachinailspail@gmail.com](mailto:sachinailspail@gmail.com)

Address: 546 S Randall Rd

St Charles, IL 60174

## Executive Summary:

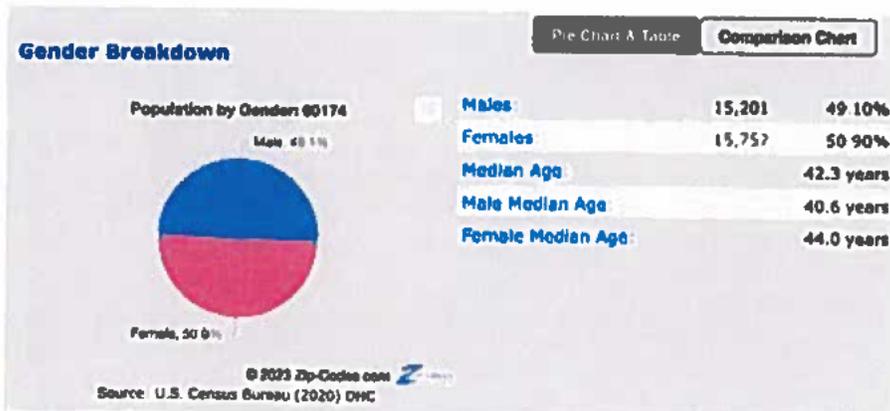
Sachi Nail Bar will be a nail salon located in Saint Charles, IL located in Randail Shopping Plaza. The business will provide nail care services that include polish, gel, nail enhancements, dip powder, manicures, pedicures, and more.

The salon will be equipped with 16 pedicure chairs, 16 manicure tables, a waxing room, and bar and will serve a diverse & inclusive market consisting of men, women, disabled, children, and elderly clients. The business will have 19 employees and serve St. Charles and its neighboring communities.

Getting your nails done is a luxury and we want our guests to truly feel like it is. A visit to Sachi Nail Bar will include a complimentary glass of wine (to those of legal drinking age), high-end interior design, superior nail services, a relaxing atmosphere, all at a great value.

## Market Analysis:

With a fantastic location with spacious parking unit, the salon will be in a good position to meet the demands of the area. The business's target demographic is inclusive of all genders and ages but will mainly target towards our core audience which is women.



## ZIP Code 60174 Demographic Profile



**Population & People**  
Total Population:  
30,958  
[More](#) | [See by Race](#)



**Income**  
Median Household Income:  
\$93,969  
[See Chart](#)



**Housing**  
Total Housing Units:  
13,221  
[More](#)



**Health**  
Without Healthcare Coverage:  
4.13%  
[See Chart](#)



**Business & Economy**  
Total Businesses:  
1,412  
[More](#)



**Families**  
Total Households:  
12,664  
[More](#)



**Employment**  
Employment Rate:  
67.66%  
[See Chart](#)



**Education**  
Bachelor's Degree or Higher:  
49.29%

The population within this zip-code is 30,958 with an average income of \$93,969 per household. There is also a 50.9% female population aged 44 years old on average which is a prime age for our nail services. Given these demographics, we feel that the location and area is poised and ready for an elevated nail experience.

**Competitor analysis**

Most of the local nail salons in the area are smaller and have limited parking space. By being in this location, our salon will meet a high volume of customer demand. We use our own line of HEMA-free gel polish along with other brands for people who have allergies and sensitivity to nail products. We will often host classes with our team of professionals in order to keep our technicians educated with the latest techniques and products.

**Services Offered:**

The business will be open Mondays through Fridays from 9:30 am – 7:30 pm with Saturday open from 9:00 am – 6:00 pm and Sunday from 11:00 am – 4:00 pm.

We will offer luxurious and professional nail and waxing services. A complimentary glass of wine will be offered to all guests within legal drinking age (we offer low alcohol sparkling wine and champagne). IDs will be checked before serving and guests will not be served to the point of intoxication.

Getting your nails done is a luxury and we want it to feel like it is so that the customer is receiving a great value and experience to generate repeat business to the salon. We will offer a multitude of services that include but are not limited to the following:

Permit No. PRRS202-00122

# Building Permit

Job Address: \_\_\_\_\_ ISSUED

Owner: \_\_\_\_\_

Applicant: \_\_\_\_\_

Contractor: \_\_\_\_\_

Legal Description of Property: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

Parcel # 0937 01003	Type of Construction Alteration	Zoning Community Business District 1-002 0-100-0000
Permit # PRRS202-00122	Permit Types Alteration	

Permit in force for period of 180 days from above date. Provided, however, the above named party complies with all of the regulations as set out in the Building and Zoning Ordinances as are now in effect or that may be enacted during the time this permit is in effect.

This permit covers only the building specified. Any other building must have a separate permit.

Any violations of Ordinances and Building Codes if not corrected will automatically cancel this permit.



# Receipt

Date: ~~September 26, 2024~~

**Need to be fingerprinted?**  
Please contact the St. Charles Police Department  
for an appointment: 630-377-4435  
1515 W. Main St.

**PAID**  
**OCT 03 2024**

Payment Method	Check No.	Received From
Cash	—	Chung Truong

Qty	Cost	Description	Account Code	Fee
		Liquor License Class A - Packaged	100999-42100	\$ -
		Liquor License Class B - Restaurants	100999-42101	\$ -
		Liquor License Class C - Tavern/Bar	100999-42102	\$ -
1		Liquor License Class D - Specific Spa/Salon	100999-42103	\$ 200 -
		Liquor License Class E - Temporary	100999-42104	\$ -
		Liquor License Class F - BYOB	100999-42105	\$ -
		Liquor Violations Fee	100999-42290	\$ -
		Massage Establishment License Fee/Renew	100999-42205	\$ -
		Loudspeaker License	100999-42210	\$ -
		Towing License	100999-42202	\$ -
		Scavenger/Refuse License	100999-42203	\$ -
		Bowling Alley License	100999-42204	\$ -
		Billiard License	100999-42206	\$ -
		Carnival License/Fees	100999-42210	\$ -
		Coin-Operated Amusement	100999-42220	\$ -
		Cigarette	100999-42230	\$ -
		Cigarette OTC	100999-42231	\$ -
		Theater License	100999-42240	\$ -
2		Fingerprint Fee (\$50 per person) x 2	100999-46207	\$ 100 -
		Legal Fees	100120-54110	\$ -
		Miscellaneous Revenue/Legal Fees	100999-46299	\$ -
		Liquor License Late Fee	100999-45205	\$ -
		Tobacco/Massage Violations	100999-42290	\$ -
		Video Gaming Devices/License	100999-42225	\$ -
<b>Total</b>				<b>\$ 300 -</b>

Thank you for your business!