



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve a Commercial Corridor and Downtown Business Economic Incentive Award for 11 N. 3rd Street (Robert Mondy – Abby’s Kitchen)

Presenter: Matthew O’Rourke, Economic Development Division Manager

Please check appropriate box:

	Government Operations		Government Services
X	Planning & Development (6/13/16)		City Council
	Public Hearing		

Estimated Cost:	\$25,000.00	Budgeted:	YES	X	NO
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If NO, please explain how item will be funded:

Executive Summary:

Robert Mondy, owner of the Abby’s Kitchen is looking to expand his existing business into an adjacent space located at 11 N. Third Street. This expansion will require a number of permanent upgrades to this unit. Mondy has applied for a Tier 2 Commercial Corridor and Downtown Business Economic Incentive Program Award that exceeds the \$10,000 Tier 1 limit to assist with some of the required upgrades. There are a number of modifications that are required to turn the existing unit into a space that can accommodate a restaurant use. The proposed award will assist with the following modifications:

- The amount of electricity that currently is supplied to the unit is insufficient. Therefore, a portion of the award will be used to permanently upgrade the electric service into the building. – Cost: \$34,150.
- This expansion does not have sufficient, water, sewer, and gas plumbing to supply multiple bathrooms, and kitchen expansion. The award will assist with supplying the rough plumbing needed to install bathrooms, water service, and new gas lines. – Cost: \$89,000.

Staff has reviewed the grant eligible improvements and recommends approval of the award. The total cost of the improvements is \$211,150 and the City’s share will be the program maximum of \$25,000.

Staff has also highlighted in the attached agreement which improvements will be subject to the 5 year maintenance terms in order to receive the award.

Attachments: *(please list)*

Draft Commercial Corridor and Downtown Business Economic Incentive Award Agreement.

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve a Commercial Corridor and Downtown Business Economic Incentive Award for 11 N. Third Street (Robert Mondy - Abby’s).

For office use only: Agenda Item Number: 3c

City of St. Charles

Commercial Corridor and Downtown Business Economic Incentive Award Agreement

11 N. Third Street

Robert Mondì (Abby's Kitchen Expansion)

THIS AGREEMENT, entered into this 20th day of June, 2016, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated APPLICANT, to wit:

APPLICANT Name: **Robert Mondì**

Address of Property to be Improved: **11 N. Third Street**

PIN Number(s): **09-27-361-030**

Property Owner's Name: **Terry Grove**

WITNESSETH:

WHEREAS, the CITY has established a **Commercial Corridor and Downtown Business Economic Incentive Award Program** to provide matching grants for permanent Building Improvements within the Commercial Corridor and Downtown Business Economic Incentive Program Boundary Area of the CITY as described in Exhibit I; and

WHEREAS, Robert Mondì., APPLICANT(S), desires to install related Building Improvements to the above-described property that are eligible for reimbursement under the Commercial Corridor and Downtown Business Economic Incentive Award; and

WHEREAS, said Commercial Corridor and Downtown Business Economic Incentive Program is administered by the CITY and is funded from the general fund for the purposes of improving the commercial building stock along the major commercial corridor and downtown area of the CITY and preventing blight and deterioration; and

WHEREAS, the above-described property for which the APPLICANT seeks a grant is located within the area eligible for participation in the Commercial Corridor and Downtown Business Economic Incentive Award Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the APPLICANT do hereby agree as follows:

SECTION 1: The APPLICANT understands and agrees that only the cost of eligible Building Improvements located on the parcels with the following PIN(s) 09-27-361-030, shall be considered reimbursable as described in Exhibit II. The CITY will reimburse the APPLICANT up to 50% of the cost of labor, materials and equipment necessary to install Building Improvements in accordance with the approved plans, specifications and cost estimates attached hereto as Exhibit “II” (the “Eligible Building Improvements Cost Estimate”), but in no event more than the maximum amounts as defined below:

Building Improvements cost: \$211,150.00 City’s Share @ 50% up to a maximum of \$25,000.00

Labor by the APPLICANT (“sweat equity”) is not a reimbursable expense. All Building Improvements shall be installed in accordance with approved building permit plans, subject to minor revisions as may be approved by a representative of the CITY due to field conditions not known at the time of design, and similar circumstances beyond the APPLICANT’s control.

SECTION 2: The Director of Community & Economic Development, or designee, shall inspect the Building Improvements installed pursuant to this Agreement and shall include any required permit inspections by the CITY. All work that is not in conformance with the approved plans and specifications shall be remedied by the APPLICANT and deficient or improper work shall be replaced and made to comply with the approved plans and specifications and the terms of this Agreement.

SECTION 3: Upon completion of the Building Improvements and upon their final inspection and approval by the Director of Community & Economic Development, or designee, the APPLICANT shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the Building Improvements as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or

equipment in the work. In addition, the APPLICANT shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The CITY shall, within thirty (30) days of receipt of the contractor's statement, proof of payment and lien waivers, and “before” and “after” pictures of the property, reimburse the APPLICANT for the 50% of the actual construction and materials cost or the maximum amount specified in this Agreement, whichever is less.

At its sole discretion, CITY may reimburse APPLICANT in two payments. The first reimbursement may be made only

1) Upon completion of Building Improvements representing 40% or more of the maximum reimbursement specified in Section 1 hereof and,

2) Upon receipt by CITY of the all invoices, contractor's statements, proof of payment and notarized final lien waivers for the completed Building Improvements and,

3) Upon a determination by the Director of Community & Economic Development, or designee, that the remainder of the Building Improvements are expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the APPLICANT. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 4: All Building Improvements must be completed within 270 days after the approval of this Agreement. Extensions may be approved by the Director of Community & Economic Development, prior to the expiration of the said 270 days. Projects which have not received an extension and have not been completed within 270 days will not receive funding.

SECTION 5: If the APPLICANT or his contractor fails to complete the Building Improvements provided for herein in conformity with the approved plans and specifications and the terms of this Agreement, then upon written notice being given by the Director of Community & Economic Development to the APPLICANT, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 6: Upon completion of the Building Improvements pursuant to this Agreement and for a period of five (5) years thereafter, the APPLICANT shall be responsible for properly maintaining such Building Improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of five (5) years following completion of the construction thereof, the APPLICANT shall not enter into any Agreement or contract or take any other steps to alter, change or remove such Building Improvements, or the approved design thereof, nor shall APPLICANT undertake any other changes, by contract or otherwise, to the Building Improvements provided for in this Agreement unless such changes are first approved by the Director of Community & Economic Development, Designee, or City Council, whichever the case may be. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the Building Improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement.

In the event that any of the Building Improvements are removed during the term of this agreement the APPLICANT and/or the Owner shall repay the CITY all grant funds received pursuant to this Agreement and shall pay any costs and fees including reasonable attorney's fees incurred by the CITY to collect said grant funds. The amount of repayment required to be paid by the APPLICANT and the OWNER shall be reduced by 20% for every full year that this Agreement has been in effect at the time of the required repayment.

If within the 5-year maintenance period improvement is damaged by automobiles, wildlife, acts of nature, or stolen or any other cause, the APPLICANT shall install and pay for replacements.

In the event of inadequate maintenance, the CITY shall give the owner reasonable notice of conditions to be corrected. In the event that substandard maintenance still exists after thirty (30) days, OWNER shall repay the CITY all grant funds received pursuant to this Agreement and pay all costs and fees, including attorney fees, of any legal action taken to enforce the maintenance of the Building Improvements.

SECTION 7: The APPLICANT covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the Commercial

Corridor and Downtown Business Economic Incentive Award(s) which are the subject of this Agreement. The APPLICANT further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said building improvement(s).

SECTION 8: Nothing herein is intended to limit, restrict or prohibit the APPLICANT from undertaking any other work in or about the subject premises, which is unrelated to the Building Improvements provided for in this Agreement.

SECTION 9: This Agreement shall be binding upon the CITY and upon the APPLICANT and its successors and assigns with respect to the property on which the Building Improvements are installed, for a period of five (5) years from and after the date of completion and approval of the building improvement provided for herein. It shall be the responsibility of the APPLICANT to inform subsequent owners and lessees of the provisions of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

APPLICANT

PROPERTY OWNER
(if different from APPLICANT)

CITY OF ST. CHARLES: _____

Mayor or Director of Community & Economic Development

ATTEST: _____

City Clerk

Applicant contact information:

Phone: _____

Fax: _____

Email: _____

Property Owner's information, if different than applicant:

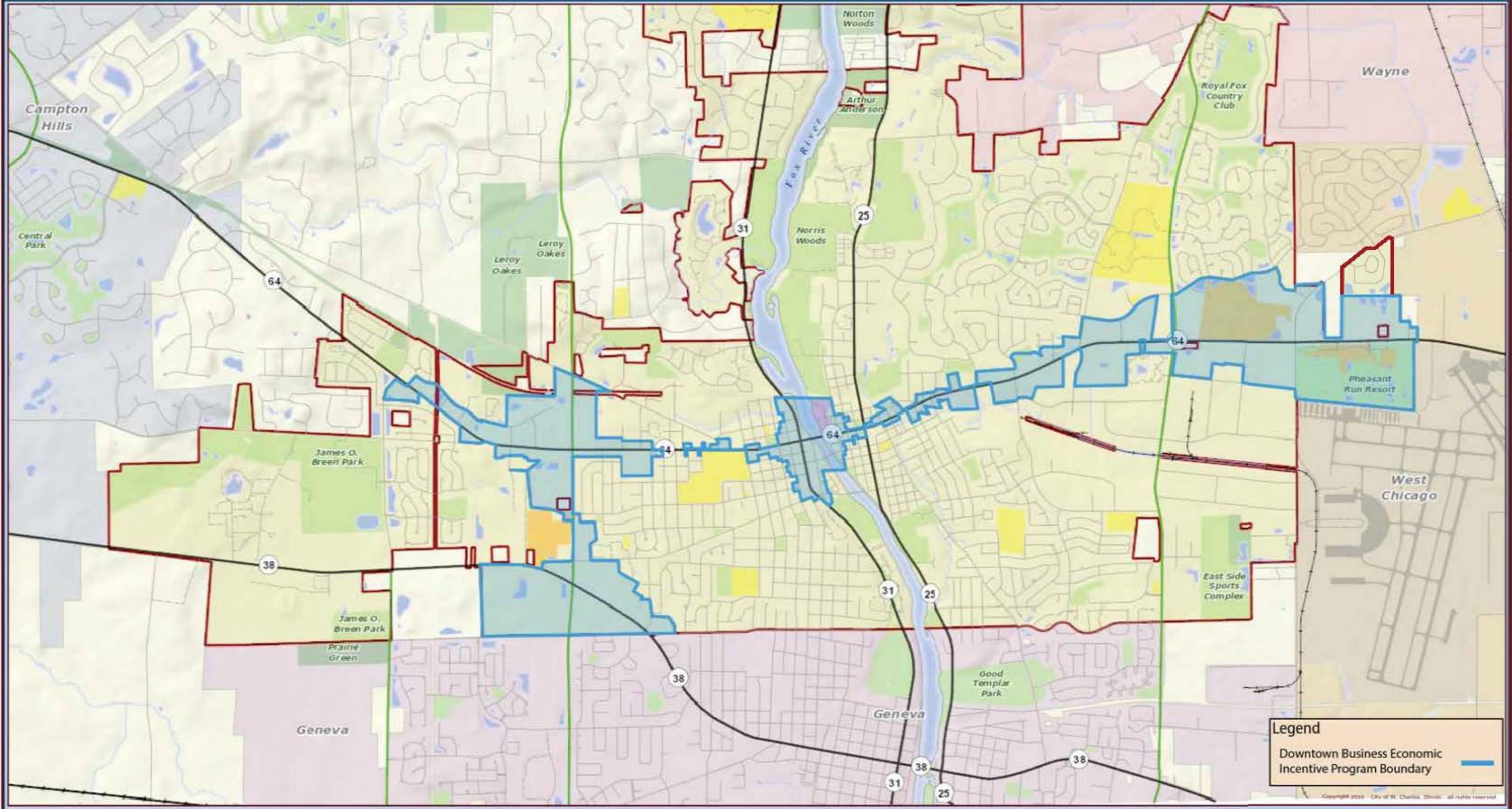
Phone: _____

Fax: _____

Email: _____

Exhibit I

Map of the Downtown Economic Incentive Program Eligible Properties Boundary



Legend

Downtown Business Economic Incentive Program Boundary 

Copyright 2010 - City of St. Charles, Illinois - All rights reserved.



Data Source:
City of St. Charles, Illinois
Kane County, Illinois
DeKalb County, Illinois

Coordinate System: Illinois State Plane East
Projection: Transverse Mercator
North American Datum 1983

Printed On: May 2, 2010 02:17



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Exhibit II

Eligible Building Improvements Cost Estimate

Mark Turk Builders Inc.

48w960 Ellithorpe Rd.

Hampshire, Il 60140

630-965-2706

PROPOSAL

May 24, 2016

To: Abby's Restaurant

11 N. 3rd Street

St. Charles, Il

Proposal includes labor and material to complete the hvac, plumbing, and electrical renovation and expansion to the current restaurant located in St. Charles, Il.

Total Cost: \$211,150.00

**** Only Highlighted Improvements are subject to grant funding and therefore the 5 Year maintenance period ****

Price does not include labor or materials for carpentry, insulation, drywall, painting, tile, cabinetry, electrical fixtures, ceilings, permits or general contracting services.

DENNING, INC.

| PO BOX 479
| 4N944 OLD LAFOX ROAD
| WASCO ILLINOIS 60183-0479
| PHONE: 630-584-4927 x2
| FAX: 630-584-5742
| Email: jeffjr@denninghvac.com

May 20, 2016

Mr. Rob Mondri

Re: Abby's
11 North 3rd Street
St. Charles, IL 60174

Dear: Rob

For the net sum of \$58,000.00 I propose to furnish and install the following per plan and specifications.

1. One (1) Kees Make up air unit
2. One (1) Kees kitchen hood with extinguishing ansul system
3. Four (4) Markel electric finned tube heaters
4. Three (3) Markel electric baseboard heaters
5. Price grilles and diffusers
6. One (1) Greenheck exhaust fan
7. One (1) Twin City exhaust fan
8. PVC flue pipe
9. Sheet metal ductwork
10. Black iron kitchen exhaust ductwork
11. Duct wrap Insulation
12. Thermostat wiring
13. Gas piping
14. Test & balance
15. Startup
16. One year labor warranty

Sincerely,

Jeff Denning Jr

Acceptance of Proposal



Spike Construction, Inc.
 964 High Point Lane
 Streamwood, IL 60107

Phone: (630) 688-8248
Fax: (630) 372-2261
E-mail: spikecorp@comcast.net

PROPOSAL

Submitted To: Abby's restaurant
 11 N. 3rd Street
 St. Charles, IL

Date : 4/27/2016
Project :
Job # : 1189

We hereby propose to furnish the materials and perform the labor necessary for the completion of :

Qty	Description
1	3PH, 400A, 120/208V, 84 pos. service (panel within 5' from meter)
112	Light opening
112	Fixtures installation only (all fixtures by owner)
10	Switch (regular)
19	20A Receptacle (general)
25	20amp 120volt dedicated circuit with receptacle
3	20amp 220volt dedicated circuit with receptacle
7	20amp 120/208v 3phase dedicated circuit
2	30amp 120/208v 3phase dedicated circuit
4	40amp 220volt dedicated circuit
2	50amp 120/208v 3phase dedicated circuit
Thank You for bidding opportunity	
Total: \$34,150.00	

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Customer responsible for fees and permits as required.

Payment schedule: 30%-service; 60%-rough; 10%-trim

Respectfully submitted by: Brian J. Spike

Acceptance of Proposal

The above prices, specifications and condition are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature : _____

Date: _____

**West Side Plumbing, Inc.
812 E. St. Charles Road
Lombard, Il 60148**

Proposal

Bid #: 2016-025

Mr. Rob Mondri
11 N. 3rd, Street
St, Charles, Il 60174

(630) 917-3439

Re: Abby's Expansion

11 N. 3rd, Street
St, Charles, Il 60174

Architect: Gleason Architects, P.C.

Plan Date: 03-23-16

Plan #: 15-045

Dear Rob:

As you requested, following is our proposal for the complete interior plumbing work for the above mentioned project as per print and specs issued for bid. All materials, as well as labor is included in our proposed price and will be installed in accordance with all City of St. Charles plumbing codes. All workmanship and materials will be guaranteed for the period of one year from date of completion. Any deviations from blueprints or specifications involving any extras (materials or labor) will be done only upon the execution of an Additional Work Order, or on written request, and will become an extra over and above this proposed price. All agreements are contingent upon strikes, accidents, weather, or delays beyond our control.

Owners/contractors are to carry fire, tornado and all other necessary insurance. All our employees are covered under our workman's compensation insurance; as well as automobile insurance.

Work Scope

- 1 – Install new PVC underground sanitary sewer as required.
- 2 – Install new Water Piping system as per isometric drawing.
- 3 - Install new gas piping as per drawing

Following is work to be completed in the new space:

Install New Water Supply Waste Vent and Water To The Following:

Existing Woman's Toilet Room #103:

Remove and Replace in existing location.

Supply and Install the following:

- 1 - American Standard ADA Cadet Toilet w/Seat
- 1 - American Standard Lucerne Wall Hung Lavatory w/
- 1 - Moen L4621 Cheatue Lavatory Faucet.
- 1 - Watts Mixing Valve, Handi Wrap Trap Guard

New Men's Bathroom #104:

Complete New Rough For The Following:

- 1 - American Standard ADA Cadet Toilet w/Seat
- 1 - American Standard Washbrook Urinal w/
- 1 - Sloan Flush Valve
- 1 - American Standard Lucerne Wall Hung Lavatory w/
- 1 - Moen L4621 Cheatue Lavatory Faucet
- 1 - Watts Mixing Valve, Handi Wrap Trap Guard
- 1 - Floor Drain

Utility Closet:

Complete New Rough For The Following:

- 1 - Mustee 2424 Mop Basin w/
- 1 - Chicago Utility Faucet w/vacuum breaker.
- 1 - 10gal, Electric Water Heater (Shelf By Others)
- 1 - Floor Drain

Waitress Station:

- 1 - 1/2" Cold Water Line w/ Back Flow Preventer

The Following Work Is To Be Done In Existing Restaurant:

Existing Men's Bathroom #105:

No work to be done in this bathroom.

Existion Women's Bathroom #106:

No work to be done in this bathroom

Waitress Station:

1 - 1/2" Cold Water Line w/ Back Flow Preventer

Kitchen:

- 1 - 75gal, ASME Commercial Water Heater
- 8 - Floor Drains
- 1 - Mop Sink & Faucet (Supplied By Owner)
- 1 - Existing 3 Compartment Sink & Faucet (Supplied By Owner)
- 2 - Hand Sink & Faucet (Supplied By Owner)
- 1 - Prep Sink & Faucet (Supplied By Owner)
- 1 - Dishwasher (Supplied By Owner)
- 3 - Floor Sinks

Gas Piping

We will run gas piping to the following:

- 1 - Water Heater
- 6 - Kitchen Openings
- 3 - RTU's

Our proposed price for this project is: \$89,000.00

Payments to be made as follows:

Monthly as work progresses or:

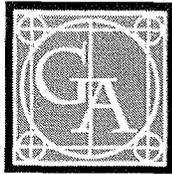
Authorized Signature:

By: Daniel G. Radosta

President, West Side Plumbing, Inc.

Date of Acceptance: _____, 2016

By: _____



GLEASON ARCHITECTS, P.C.

Architectural Services Contract - Authorization Form

IMPORTANT: THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the address shown below via the United States Postal Service. Thank you for your cooperation. **If you do not receive all of the pages, please call our office as soon as possible at (630) 466-8740.**

DATE:	April 7, 2016	
CLIENT:	Rob Mondì	
EMAIL:	rmondi@gmail.com	
FAX:		
FROM:	Diane Duncan	
PROJECT / JOB NUMBER:	Abby's Expansion	15-045

This Architectural Service Contract Authorization Form is being sent to you with regards to our meeting or conversation for Special Architectural services on the above captioned Job. A brief description of the services requested are as follows:

DESCRIPTION OF WORK:

The project consists of a remodel of a portion of an existing 2300 sq ft office. We will provide Architectural, Mechanical, Electrical and Plumbing drawings for permit. We will assist in obtaining the proper permit approvals from the governing agencies. We will work with your chosen general contractor to ensure that the building is built with your design intention.

Please note that this contract does include printing and mileage.

A/E FEES:

SERVICE:	FEE:
Deposit	\$3,500.00
Construction Documents	\$11,700.00
Plotting	\$1,000.00
TOTAL:	\$16,200.00

Note: Hourly rates, when applicable, are based upon the attached Exhibit A, Schedule of Values. The initial fee is due upon acceptance of this proposal. Fees are billed on a monthly basis as a percentage of work completed or at the end of each phase, whichever comes first.

K:\Gleason Architects\PROJECTS\15-045 Abbays Expansion\Proposals\Abbeys Expansion.docx

769 Heartland Drive, Unit A Sugar Grove, Illinois 60554

Phone: 630-466-8740 Fax: 630-466-8760

E-mail: thadgleason@gleasonarchitectspc.com

AUTHORIZATION:

The terms and conditions of this letter agreement are hereby accepted by Robi Mondri for architectural and engineering services set forth above.

 _____ Signature / Rob Mondri	<u>4-19-16</u> Date	_____ P.O. # if applicable
 _____ Signature / Thad Gleason	<u>April 7, 2016</u> Date	<u>15-045</u> GA Job Number

GENERAL PROVISIONS

Termination

The obligation to provide further services under this Agreement may be terminated by either party upon five days' written notice in the event of substantial failure of the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Ownership of Architectural Drawings and Related Documents

All documents, drawings and reports prepared or furnished by the Architect (and the Architect's independent professional associates and consultants) pursuant to this agreement shall belong to the Architect. The Client or its independent contractors or consultants shall retain no interest therein except as specifically agreed to by the Architect in writing. The Architect shall retain all rights including but not limited to copyright and property interest in and to the documents, drawings and reports therein whether or not the Project is completed. Architectural drawings and related documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project.

Insurance

Architect shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

Agreement to Mediate

It is understood and agreed by the undersigned parties that in the event of any disagreement, dispute, controversy, project delay, unanticipated extra expense, or problem that may arise during the design or construction phase of the project or following its completion, each undersigned party will cooperate in good faith to explore and, if possible, arrive at an amicable resolution of the problem without resorting to litigation or arbitration.

In the event the parties are unable to reach an agreement, a mediator, mutually acceptable to all, will be utilized in further effort to resolve the dispute.

It is further understood and agreed that any such action taken or statement(s) made in an effort to resolve the problem will be without prejudice to any legal right or defense(s) that any party subsequently may raise in the event that such voluntary resolution attempts are unsuccessful.

Limitation of Liability

Neither the Architect nor its officers, shareholders, agents or employees shall be jointly, severally or individually liable to the Owner, by reason of any act or omission, including breach of contract or negligence not amounting to willful or intentional acts, in excess of the compensation to be paid to Architect pursuant to this contract.

Severability

In the event that any provision or clause of this contract conflicts with applicable law, such conflict shall not affect the remaining provisions of this contract which can be given effect without the conflicting provision, and to this end the provisions of this contract are declared to be severable.

Limitations on Architect's Responsibilities

Architect will not supervise, direct, control or have authority over the Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work. Nevertheless the Architect shall be responsible for verifying the contractor's and subcontractor's work is being performed and finished in accordance with the architectural drawings, contract documents and Architects' approved shop drawings and submittals.

Project Schedule

The Architect shall not be responsible for meeting the Owner's time schedule if the Owner causes time delays due to revisions. The Owner's approval of the final design drawings must occur within a time frame that will allow the Architect to complete the Construction Documents.

Timely Payments of Invoices

The Client recognizes that prompt payment of invoices is essential to Gleason Architects, P.C.'s providing services on a continuing basis. Therefore, the Client agrees to pay all charges upon receipt of invoice. Gleason Architects, P.C., shall be notified of any charges held in dispute within ten (10) days of receipt of Gleason Architect's P.C.'s invoice. Client agrees that Gleason Architects, P.C. has the right to suspend or terminate service if undisputed charges are not paid or there is no resolution to a disputed invoice within fourteen (14) days of receipt of invoice. Gleason Architects, P.C. also maintains the right to charge a reasonable interest rate and any fees associated with attempts to collect late payments. The Client agrees to waive any claim against Gleason Architects, P.C. and to indemnify, defend and hold Gleason Architects, P.C. harmless from and against any claims arising from Gleason Architects, P.C.'s suspension or termination due to the Client's failure to provide timely payment

EXHIBIT A

Schedule of Values

Effective as of January 1, 2016

Principal Architect	\$190.00	Per hour
Project Architect	\$140.00	Per hour
Project Designer	\$125.00	Per hour
Technician	\$80.00	Per hour
Administrative Staff	\$50.00	Per hour
Consultants	1.15 times invoice amount	

Unless prior arrangements have been made, payment is due upon receipt of our invoice. Interest will be charged at the rate of 1.5% per month on amounts past 30 days.

The Client recognizes that prompt payment of invoices is essential to Gleason Architects, P.C.'s providing services on a continuing basis. Therefore, the Client agrees to pay all charges upon receipt each invoice. Gleason Architects, P.C. shall be notified of any charges held in dispute within ten (10) days of receipt of Gleason Architects, P.C.'s invoice. The Client agrees that Gleason Architects, P.C. has the right to suspend or terminate service if undisputed charges are not paid or there is no resolution to a disputed invoice within fourteen (14) days of receipt of invoice. Gleason Architects, P.C. also maintains the right to charge a reasonable interest rate as indicated in the Proposal and any fees associated with attempts to collect late payments. The Client agrees to waive any claim against Gleason Architects, P.C. and to indemnify, defend and hold Gleason Architects, P.C. harmless from and against any claims arising from Gleason Architects, P.C.'s suspension or termination due to client's failure to provide timely payment.

EXHIBIT B

Reimbursable Costs Schedule

Effective as of January 1, 2010

In addition to the agreed upon Fixed Flat Fee and/or Hourly Rate for the Project, we will invoice for those of the following reimbursable costs incurred in the interest of the Project as defined below:

1. Long distance communication, travel expenses (when required and agreed upon) and courier fees will be billed at 1.15 times the invoiced amount.
2. Printing, plotting, Xerox copies, etc. will be charged as follows:
 - a. In-House Plotting on Bond 24" x 34" @ \$3.00 per sheet
 - b. In-House Plotting on Bond 24" x 36" @ \$3.00 per sheet
 - c. In-House Plotting on Bond 34" x 36" @ \$5.25 per sheet
 - d. In-House Plotting on Bond 30" x 42" @ \$5.25 per sheet
 - e. In-House Plotting on Bond 36" x 48" @ \$5.25 per sheet
 - f. In-House Plotting on Bond 11" x 17" @ \$0.50 per sheet
 - g. Xerox Copies 8 1/2" x 11" @ \$0.05 per sheet
 - h. Xerox Copies 11" x 17" @ \$0.10 per sheet
3. Color printing, plotting, Xerox copies, etc. will be charged as follows:
 - a. In-House Plotting on Bond 8 1/2" x 11" @ \$1.00 per sheet
 - b. In-House Plotting on Bond 11" x 17" @ \$3.00 per sheet
 - c. In-House Plotting on Bond 18" x 24" @ \$6.00 per sheet
 - d. In-House Plotting on Bond 24" x 36" @ \$12.00 per sheet
 - e. In-House Plotting on Bond 30" x 42" @ \$18.00 per sheet
 - f. In-House Plotting on Bond 36" x 48" @ \$24.00 per sheet
4. Subcontracted services, such as soils investigations, surveys, laboratory testing, shop fabrication details, etc., not included in our Proposed Scope of Services, will be billed at 1.15 times the invoiced amount to cover additional liability insurances and other administrative costs.
5. Local and long distance automobile travel will be invoiced at the current allowable standard established by the U.S. Government based on cost per mile (presently \$0.54 per mile).
6. Costs incurred by the Architect to procure copies of any governing codes necessary to perform the work to execute the design. Cost of Document will be billed at 1.15 times the invoice amount.

Any electronic copies of archived drawing files requested by the Owner, or owner's representative. Time spent will be billed on an hourly basis as reflected on Exhibit A plus materials.



March 11, 2016

Mr. Rob Mond
RAM Restaurant Group, Inc.
11 North 3rd Street
St. Charles, Illinois 60174

Re: New Electric Service for 11 North 3rd Street, St. Charles, Illinois, 60174.

Dear Mr. Mond:

The St. Charles Municipal Electric Utility office has received and reviewed your application for a new electric service for 11 North 3rd Street Suites B & C. The City of St. Charles Municipal Electric Utility is a zero standard utility in which customers are responsible for the actual SCMEU costs for the service. The engineered estimate cost of the new service is \$ 16,000.00, however, customers are responsible for the actual SCMEU costs for the service which will be compiled after the service installation is complete. After the compilation, reconciliation accounting will be performed and you may be due a refund or additional charges may be due. The scope of the work performed by SCMEU and the customer obligations, including those detailed in the SCMEU Permit Review comment letter attached to permit, are: SCMEU will furnish and install a new secondary cables from the existing transformer serving the building to the existing SCMEU pedestal identified on the drawings which will accommodate the new larger service; the Customer shall furnish and install the secondary feeder from the pedestal to the new service meter/main; and all other secondary and grounding electric service work is furnished by the customer. The cost breakdown for the SCMEU permit estimate of \$ 16,000.00 is \$ 4,700.00 for materials; \$ 7,050.00 for labor and equipment; \$ 1,200.00 for electric utility meter; \$ 720.00 for Engineering; and \$ 2,330.00 for Contingency Costs.

RAYMOND P. ROGINA *Mayor*

MARK KOENEN, P.E. *City Administrator*

Please be advised that before installation can begin a signed copy of this letter and payment in the amount of \$ 16,000.00 must be returned to: City of St. Charles Municipal Electric Utility at 2 East Main Street, St. Charles, Il 60174. If you require any clarifications, please do not hesitate to telephone or email me at my listed information. The City of St. Charles is committed to providing excellent service to its residents and customers and we welcome this opportunity to be of service to you,

Respectfully Yours,



Paul Hopkins: Electric Engineering
City of St. Charles Electric Utility
2 East Main Street St. Charles, Illinois 60174-1984

Direct : 630-377-4403 Fax: 630-377-7009
phopkins@stcharlesil.gov

I agree to the conditions set forth in this letter.

Signature: _____

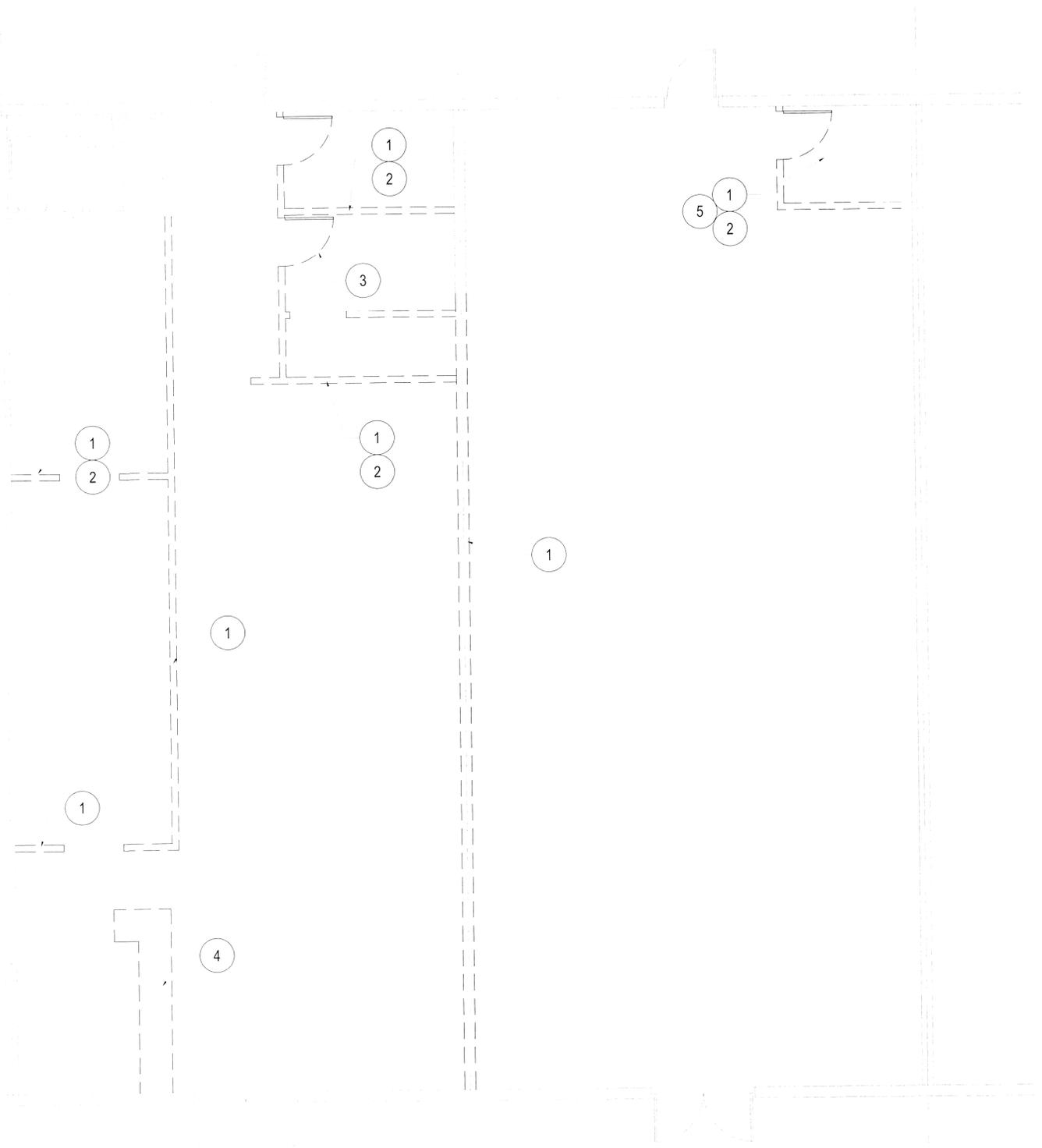
Date: _____

Name: _____

Title: _____

DEMOLITION NOTES

- ① REMOVE EXISTING CEILING, TILES, GRID, LIGHTS AND SOFFIT
- ② REMOVE EXISTING PLATFORM, EQUIPMENT, PLUMBING AND ELECTRICAL - CAP PLUMBING AND ELECTRICAL
- ③ REMOVE EXISTING DISPLAYS AND PREPARE FLOOR FOR NEW DISPLAY LAYOUT
- ④ REMOVE EXISTING PLUMBING FIXTURES AND CAP PLUMBING



DEMO PLAN
SCALE: 1/4"=1'-0"

ISSUED	DATE
FOR APPROVAL	
FOR PERMIT	04/27/16
FOR BID	
FOR CONST.	

REVISIONS	DATE
1 Client Changes	06/01/16
2	
3	

PROJECT: **Abby's Expansion**
 11 N. 3rd Street
 ST. CHARLES, IL
 CLIENT: **Rob Mondri**
 Designer: **Geneva, IL**

JOB NO. 15-145
 DATE 04/22/16
 FILE 01-A1
 PLOT SCALE 1/4"

OWNER APPROVAL

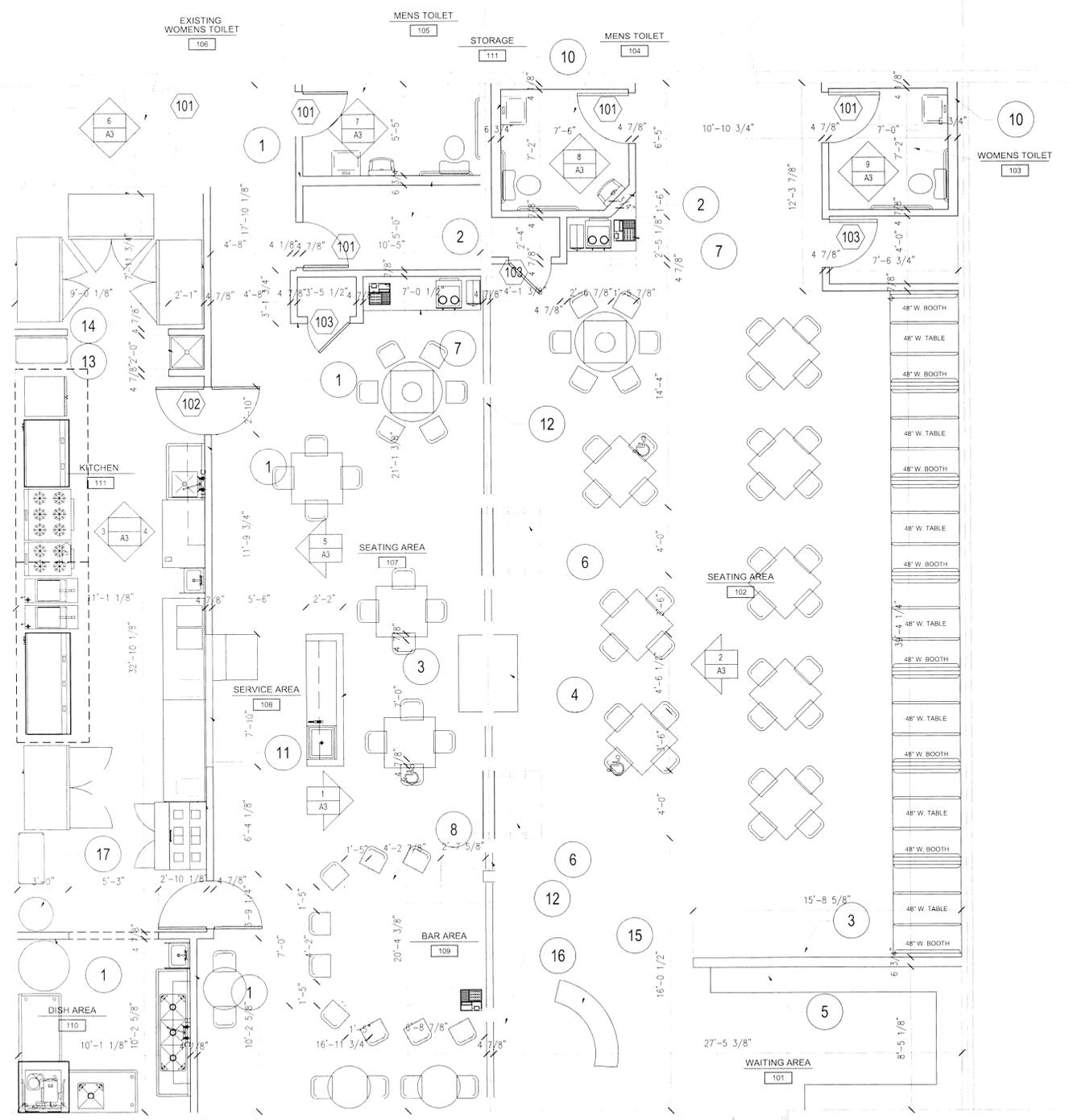
 Name _____
 Title _____

SHEET TITLE
DEMO PLAN

SHEET NUMBER
D1

FLOOR PLAN NOTES

- 1 3 5/8" WD STUDS @ 16" O.C. W/INSULATION W/ 5/8" GYP. FA. SIDE FROM FLOOR TO (±6") ABOVE CLG GRID. BRACE TO ROOF STRUCTURE @ 4'-0" O.C. NOTE: BRACES TO BE @ 45'.
- 2 5 1/2" WD STUDS @ 16" O.C. - INSTALL 5/8" GYP BOARD ROOM SIDE FROM FLOOR TO 6" ABOVE CLG GRID
- 3 3 5/8" WD STUDS @ 16" O.C. FROM FLOOR TO 54" A.F.F. W/ 5/8" GYP BD BOTH SIDES - W/ SOLID WOOD CAP AND TRIM STAINED TO MATCH FLOOR W/ 2 COATS OF POLY URETHANE - FRP ON WALL SERVICE SIDE - PRIME AND 2 COATS OF PAINT CUSTOMER SIDE OF WALL
- 4 NEW ELECTRIC FIREPLACE W/ HEARTH AT 18" A.F.F. AND STORAGE BELOW HEARTH FIREPLACE HEIGHT TO MATCH FROM BOTH SIDES
- 5 CARPENTER BUILT BENCHES
- 6 STAIRS - SEE DETAIL
- 7 NEW WAITRESS STATION - SEE DETAIL
- 8 NEW DINING COUNTER
- 9 NEW TOILET ROOM FIXTURES SEE PLUMBING PLAN
- 10 3 5/8" WD STUDS @ 16" O.C. W/INSULATION W/ 5/8" GYP. RM SIDE FROM FLOOR TO (±6") ABOVE CLG GRID. BRACE TO ROOF STRUCTURE @ 4'-0" O.C. NOTE: BRACES TO BE @ 45'.
- 11 NEW WALL PASS THROUGH - STAINLESS STEEL LINED - SEE DETAIL
- 12 NEW 42" TALL WALL
- 13 NEW MOP SINK - SEE PLUMBING DRAWINGS
- 14 NEW HEAVY DUTY SPARTA MOP AND BROOM HOLDER
- 15 CUSTOM BUILT HOSTESS STAND BY CARPENTER
- 16 CUSTOM BUILT DISPLAY CABINETS BY CARPENTER
- 17 NEW WATER SOFTNER



FLOOR PLAN

SCALE: 1/4"=1'-0"



ISSUED	DATE
FOR APPROVAL	
FOR PERMIT	04.22.16
FOR BID	
FOR CONST	

REVISIONS	DATE
1 Client Changes	06.11.16
2	
3	

PROJECT: Abby's Expansion
 11 N 3rd Street
 ST. CHARLES, IL
 CLIENT: Rebecca
 GENIUS: Geneva, IL

JOB NO. 11-045
 DATE 04/22/16
 FILE 01-01
 PLOT SCALE 1/4"

OWNER APPROVAL

SHEET TITLE
 FLOOR PLAN

SHEET NUMBER
A1