
Agenda Item Executive Summary

Agenda Item number: 3d

| Title: | Recommendation to Approve Modifications to a <br> Commercial Corridor and Downtown Business Economic <br> Incentive Award (CCD) for 104 E. Main Street (Crazy Fox) |
| :--- | :--- |
| Presenter: | Matthew O'Rourke |

Meeting: Planning \& Development Committee
Date: February 13, 2017

| Proposed Cost: $\$ 20,250.45$ | Budgeted Amount: $\$ 20,250.45$ | Not Budgeted: $\square$ |
| :--- | :--- | :--- |

## Executive Summary (if not budgeted please explain):

On October 17, 2016 the City Council approved a Tier 2 CCD award for Peter Zaikowski, owner of the building located at 104 E. Main Street and proprietor of the Crazy Fox Bar and Grille. The eligible improvements and costs that were approved are as follows:

- New rough plumbing to supply water and sewer to the kitchen and equipment and installation of a new water heater - $\$ 13,830.00$
- Required upgrades to the fire alarm and fire sprinkler systems - $\$ 3,570.87$
- New duct work to properly vent basement refrigeration and water heater - $\$ 7,600.00$
- Installation of and repair of outdated electrical systems and emergency exit lighting - \$3,500.00
- New vent/duct work for required HUD in the remodeled kitchen - $\$ 12,000.00$


## Update Regarding Installed Improvements:

The $\$ 13,830.00$ plumbing portion of the modifications included the installation of new rough plumbing to supply water and sewer to the kitchen and equipment and a new commercial water heater. However, once construction began, and the original kitchen equipment was removed, City staff informed Mr. Zaikowski of additional plumbing modifications required by the plumbing code. These additional items included:

- Installing a new 75 -gallon grease trap under the kitchen floor
- Installation of new floor drains to the vegetable and three compartment sinks.
- Connecting the new sinks underneath the kitchen floor to the new grease trap

Based on these additional costs, the original plumbing estimate increased from $\$ 13,830.00$ up to $\$ 16,045.00$. The original estimate also included the installation of a new water heater for $\$ 8,225.00$. However, Mr. Zaikowski was not able to install this new water heater due to the increased costs of the grease trap and additional plumbing modifications. The new plumbing cost of $\$ 16,045.00$ does not include the water heater.

Staff is presenting this item to the Planning \& Development Committee to incorporate these changes into the final payout of the CCD award. Specifically, that Mr. Zaikowski can receive the total portion $(\$ 20,250.45)$ of matching funds as per the original agreement. Essentially, this is similar to approving a change order based on the conditions discovered during the construction process. In this instance, the $\$ 4,112.50$ of City matching funds allocated to the water heater will go towards the additional required plumbing upgrades. This request will not increase the City's maximum cost of $\$ 20,250.45$ per the original agreement.

## Attachments (please list):

Original Commercial Corridor and Downtown Business Incentive Award Agreement Invoice for Paid Plumbing Costs
Table: Checklist for Eligible Improvements \& Reimbursements (Post Completion of Work)
Recommendation/Suggested Action (briefly explain):
Recommendation to Approve Modifications to a Commercial Corridor and Downtown Business Economic Incentive Award for 104 E. Main Street (Crazy Fox)

## Checklist for Eligible Improvements \& Reimbursements (Post Completion of Work)

104 E. Main Street - Pete Zaikowski

| Interior Improvements |  |  |  |  |
| :--- | :--- | :---: | :--- | :--- |
| Improvement Item | Estimated Cost | Work <br> Completed <br> (Yes/No) | Money Spent per <br> Final Submittal | Amount Eligible to <br> be Reimbursed (50\% <br> of budgeted <br> amount) |
| Cap old plumbing Fixtures, sewer <br> jetting, Install rough plumbing for <br> Sinks and equipment kitchen and Bar, <br> new sump pump. | $\$ 5,605.00$ | Yes | $\$ 16,045.00$ | Pending Council <br> Revisions to the <br> grant application |
| Install new Commercial Water Heater | $\$ 8,225.00$ | No | Not installed Due <br> to extra <br> Plumbing Costs | $\$ 0.00$ |
| Install new 4.5 gallon Ansul system | $\$ 3,570.87$ | Yes | $\$ 3,570.87$ | $\$ 1,785.44$ |
| Install Evaporator assembly in <br> basement and necessary ventilation <br> and electrical supply | $\$ 7,600.00$ | Yes | $\$ 5,700.00$ | $\$ 2,850.00$ |
| Repair, Service, and replace exiting <br> emergency lighting, exits signs, cap <br> exposed electrical outlets, and <br> connect basement lights and walk-in <br> cooler lights. | $\$ 3,500.00$ | Yes | $\$ 4,500.00$ | $\$ 1,750.00(50 \%$ of <br> budgeted $\$ 3,500)$ |
| Install new Hood ventilation and <br> motor | $\$ 12,000.00$ | Yes | $\$ 12,000.00$ | $\$ 6,000.00$ |
|  |  |  |  | $\$ 41,815.00$ |
| Totals |  |  |  | (Up to) \$20,250.45 |

## Invoice

J L Wagner Plumbing \& Piping Inc.
P.O. Box 3117

St. Charles, IL 60174-9098
(630) 584-1181

The Crazy Fox<br>104 E Main Street<br>Saint Charles, IL 60174

JLWAGNER
PLUMBING \& PIPING, INC.
"The Thanee Kour ve Thusted Sunce 1917


| Net Invoice: | $16,045.00$ |
| ---: | ---: |
| Fuel Surcharge | $\$ 0.00$ |
| Sales Tax: | 0.00 |
| Invoice Total: | $\mathbf{1 6 , 0 4 5 . 0 0}$ |

City of St. Charles

| Refer to: $10 \cdot / 7 / 14$ |
| :--- |
| Minutes. 10. |
| Page._. |

Commercial Corridor and Downtown Business Economic Incentive Award Agreement

104 E. Main Street
Peter Zilkowski (Crazy Fox Restaurant)

THIS AGREEMENT, entered into this 17th day of October, 2016, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated APPLICANT, to wit:

## APPLICANT Name: Peter Zilkowski

Address of Property to be Improved: 104 E. Main Street
PIN Numbers): 09-27-386-004
Property Owner's Name: Peter Zilkowski

## 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, Peter Zilkowski, 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) 09-27-386-004, 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: $\$ 40,500.87$
City's Share @ $50 \%$ up to a maximum of $\$ 20,250.44$

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


5
PROPERTY OWNER
(if different from APPLICANT)


## attest: $\underset{\text { city clever }}{\sqrt{2} \text { andy }}$

Applicant contact information:


Phone: $\qquad$
Fax: $\qquad$
Email: $\qquad$

Property Owner's information, if different than applicant:
Phone: $\qquad$
Fax: $\qquad$
Email: $\qquad$

## Exhibit I

Map of the Downtown Economic Incentive Program Eligible Properties Boundary


## Exhibit II

Eligible Building Improvements Cost Estimate

| JL Wagner Plumbing | $13,830.00$ |
| :--- | ---: |
| Fox Vally | $3,570.87$ |
| Deluxe HVAC | $7,600.00$ |
| RC Electrical | $3,500.00$ |
| Construction by Tony | $12,000.00$ |
|  |  |
| Total | $40,500.87$ |

## PROPOSAL

JL Wagner Plumbing and Piping, Inc.
920 Cedar Ave Suite 4b
P.O. Box 3117

St. Charles, IL 60174-9098
P:630-584-1181 F:630-584-2783

No. 080916-01
Date: 8/9/2016
Sheet No.

| Proposal Submitted To: |  |  |  |
| :--- | :--- | :--- | :--- |
| Name | Pete Szaikowski |  |  |
| Street | 104 E Main Street |  |  |
| City | St. Charles $\quad$ State: IL |  |  |
| Phone | $630.513 .7312 \quad$ |  |  |

## Work to be Performed at:

| Street $\quad$ 104 E Main Street |  |
| :--- | :--- | :--- | :--- |
| City: St. Charles $\quad$ State 11. |  |
| Date of Plans |  |



## ACCEPTANCE OF PROPOSAL

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

Signature $\qquad$

Date
Signature $\qquad$

 2730 Pinnacle Drive $\cdot$ Elgin, IL 60124-7943•847-695-5990 • Fax 847-695-3699 • www.foxvalleyfire.com

July $21^{\text {st }}, 2016$

## Attn: Peter Zaikowski

104 E Main Street
St. Charles, Illinois
Via Email: peterzowestchicapo.org
Dear Peter,
Fox Valley Fire \& Safety is please to submit our proposal for the installation of a 4.5 gallon Ansul R-102 wet chemical fire suppression system for the protection of your kitchen hood and appliances. Based on the information that you have provided me, please find below what Fox Valley Fire \& Safety proposes.

Fox Valley Fire \& Safety will supply all Ansul R-102 equipment including, control automan, tanks, wet chemical agent, expellant cartridge, nozzles, detectors, fusible links, remote pull station, mechanical gas valve of 2 " or smaller, alarm initiating switch, microswitch, pipe/fittings, and non-union labor to install a 4.5-gallon Ansul R-102 wet chemical fire suppression system to protect the exhaust hood and cooking appliances.


Exclusions: union labor, fire alarm labor, electrical labor, installation of exhaust hood/ductwork, installation of gas valve

Please sign, date and return this proposal to my attention at your earliest opportunity. Upon receipt of your approval we can begin to engineer drawings for submittal into the Village of Sandwich.

Pete, we appreciate the opportunity to quote the above mentioned work. I look forward to partnering with you on this project and appreciate your careful consideration. Please contact me if you have any questions or if I may be of further assistance.

Customer: Pete Z
New Restaurant
104 East Main Street
Saint Charles, IL 60174
630-512-7312

Bill to: Pete Z
Technicians: Tony Passaglia
New Restaurant
104 East Main Street
Saint Charles, IL. 60174
630-512-7312

## Notes:

We propose to install new Trenton, Pre-assembled Evaporator assembly including new thermostat, solenoid valve and expansion valve and new Tenton roof-mounted condensing unit.

We will install evaporator in basement cooler on the ceiling near the South-West corner of the cooler blowing Eastward We will pipe the refrigeration line-set from the evaporator, through the cooler's West wall, to a point North and West of the cooler, to a point along the South side of existing chimney, penetrating 1st floor, 2nd floor and roof remaining along the South side of the chimney, ending at the new condensing unit. We will mount the condensing unit on equipment rails on the South side of the chimney on the roof. All of the described work we be completed according to industry common practices and local codes.. After installing equipment we will run, check and adjust to ensure reliability and efficiency.

DeLuxe HVAC/R, Inc. will provide all Manufacturer warranty descriptions and instructions for registration.
All above described work to be completed by DeLuxe HVAC/R Inc. for the amount of $\$ 5700.00$. The customer will remit the total amount in 2 payments. The deposit ( $\$ 4200.00$ ) is due when accepting this estimate. The remaining balance ( $\$ 1500.00$ ) is due as soon as the equipment is installed and ready to be run. If some condition exists that prevents us from starting the equipment at that point a $5 \%$ hold-out of the remaining balance will be allowed until the conditions have been remedied and the final run-and-check can be performed.

DeLuxe HVAC/R Inc. has and will maintain at least $\$ 1,000,000.00$ liability insurance and workman's compensation.

Respectfully Submitted: Anthony W. Passaglia Accepted: $\qquad$ date $\qquad$

Initial for Option \#1: Full Ke2Therm monitoring and control package: $\$ 850.00$, Prepaid with deposit
Initial for Option \#2: Electrical supply to evaporator and Condensing unit: $\$ 1900.00$, Prepaid with deposit

Base Charge represents initial travel and first hour diagnosis/repair labor
Make checks payable to: Deluxe HVAC/R, 1133 South Second St, St Charles IL 60174 (630) 377-2257
*Misc: Any specific part pricing includes Parts, Parts Warranty, Handing, Sourcing, and all related charges. Sales tax does not apply as above described work has been offered as an all inclusive Parts and Labor service and as such is not subject to any additional retail sales tax. Parts/Labor breakdown does not represent any actual parts sale but is provided only as a convenience to the customer for the sole purpose of justifying the final total dollar amount.
90 DAYS PARTS GUARANTEE - 30 DAY LABOR GUARANTEE * NO GUARANTEE ON CUSTOMER PURCHASED PART * TERMS - C.O.D. $2 \%$ MONTHLY FINANCE CHARGE Will be added to balance after 60 days. * Customer shall assume all legal fees due to fallure of payment.
Conditions of Repair Order:
Add to secure payment of the amount aforesald and interest, the undersigned and each of them does hereby, jointly, generally and irrevocably, authorized any attorney of any Court of Record to appear for the undersigied, or any of them, if any such court in term time or vacation, at any time after maturity and confess judgrient without process aganst a undersigned, or anyof them, in favor of the payee or the holder of this note, for such amount as may appear to be paid or owing hereon, together with costs and reasonable attorney fees and to waive the release all errors which may intervene in any such proceeding, and to consent to immediate execution upon any such judgment and at any execution that may be issued on any such judgment may be immediately levied upon and satisfied out of any personal property of the undersigned, ar any of them, and to waive all right to the undersigned, or any of them, to have personal property also taken levied upon to satisfy and such execution, hereby ratifying and confirming all that said attorney may do by virtue hereof. If this note is signadtby more than cne person, they shall be liable jointly and generally hereunder, but the words "jointly" and "severally" as used in this note shall be disregardged in cope it is used by a corporation or by only one person.

$\qquad$

# RC ELECTRICAL LLC RC Electrical LLC <br> The only choice for all your electrical needs <br> Roy Gantu Ir rcelectricallic@gmail.com <br> Owner <br> 224-239-6443 

## Proposal Submitted To:

Work To Be Performed At:

| Peter Zaikowski | Crazy Fox Bar \& Grill |
| :---: | :---: |
| $1-630-512-7312$ | 104 E.Main St |
| peterzaikowski@gmail.com | St.Charles,ILL60174 |

We hereby propose to furnish all materials and labor to complete the following:

Service Electrical as follows:
Repair exit signs and emergency lighting
Add two outdoor emergency lighting on sidewalk (per fire department)
Add filler plates to existing electrical panel in back room
Fix lights hanging in back room
Cap all exposed electrical outlets
Verify and tag all kitchen area outlets as needed
Verify and tag all bar area outlets as needed
Connect basement lights and walk-in cooler lights
Exclusions: Any permits, bonds or fee's that may be charged by the City of St. Charles
Any changes in specifications that alter the cost of labor and materials, must be approved in writirig by

## Roy Cantu

Peter Zaikowski agrees to pay the sum of 3,500 for the above-described work.

Payment shall be made according to the following schedule:
$\$ 1,500.00$ down payment - balance due on completion
Acceptance of Proposal
Peter Zaikowski
 $9-20-16$

## CONSTRUCTION BY TONY

## PROPOSAL

## 1450 Plmouth Lane $\$ 602$

Elgin, IL. 60123
Office: 847-323-6173
jtonybarajas@yahoo.com

TO PETER
PETEZ@WESTCHICAGO.ORG

| Proposal NO. | 160806 |
| ---: | :--- |
| DATE | August 6,2016 |
| CUSTOMER ID |  |
| EXPIRATION DATE |  |

Job CRAZY FOX BAR \& GRILL ST CHARLES, IL



THANK YOU FOR YOUR BUSINESS!

Furniture and equipment added

Exit lights with emergency light

Replace old Hood

## FINAL WAVVER OF LIEN

| STATE OF ILLINOIS |
| :--- | :--- |
| COUNTY OF |$\quad ;$ SS

## TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Crazy Fox LLC
to fumish Flumbing
for the premises known as The Crazy Fox
of which
Crazy Fox LLC

The undersigned, for and in consideration of Sixteen Thousand, Forty Five and 0/100
(\$16,045.00
Dollars, and ather good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all hen or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor


Nore: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the patnership name should be used, partner should sign and designate himself as partner.

## CONTRACTOR'SAFFMAVIT

| STATE OF ILLINOIS | ) SS |
| :--- | :--- |
| COUNTY OF |  |

TO WHOM IT MAY CONCERN:
THE undersigned, being duly swom, deposes and says that he is John h. Wagner


That the total amount of the contract including cxtras is $\$ \quad 16,045.00$, on which he or she has received payment of $\$ 0.00$ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and speeifications:

| NAMES | WHAR FOR | CONTRACT <br> PRICE | AMOUNT <br> PAID | THIS <br> PAYMENT | BALANCE |
| :--- | :---: | :---: | :---: | :---: | :---: |
| DUE |  |  |  |  |  |

That there are no pother confracts for said work outstanding, and that there is nothing due or to become due to nay person for material, labor or other work of any find done ory be done upon or in connection with said work other than above stated.

Signature:
 Date: 'Recember 1, 2016 Subscribed and/swom to before mo his 1st


## SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

| STATE OF ILLINOIS | ) SS |
| :--- | :--- |
| COUNTY OF |  |

The affiant, John L. Wagner
(name) being first sworn on oath, deposes that he is
President
being the contractor for___ Crazy Fox LLC to furnish labor and materials for work on the property located at 104 E . Main St. St. Charles, IL(address of premises) and performed Plumbing $\qquad$
$\qquad$ ,(describe improvements)
on said property. Affiant further deposes that the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have or are doing labor on said improvements; that there is due and to become due them respectively, the amount set opposite their name for materials or labor as described; and that this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

| Name/Address | Kind of Work | Anmount of <br> Contract | Retention <br> (Incl. Current) | Net <br> Preyiously Paid | Net Amount <br> Xhis Payment | Bhance to <br> Complete |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| J.L. Wagner Plumbin申 | Labor | $11,700.00$ |  | 0.00 | $11,700.00$ | 0.00 |
| J.L Wagner Plumbing | Material | $4,345.00$ |  | 0.00 | $4,345.00$ | 0.00 |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |



I agree to furfish Waivers of Lien for all materials under my contract when demanded.
Signed
 Position thessureat

Subscribed and sworn to before me this


The above sworn statement should be obtained by the owner before each and every payment.

## SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

| State or Illinois | ) SS |
| :--- | :--- |
| COUNTY OF |  |

The affiant, Alan Whale $\qquad$ (name) being first swom on oath, deposes that he is Treasurer (position) of FOX Valley Fret: Safety (name of firm) being the contractor for $\qquad$ (owner of premises) to furnish labor and materials for work on the property located at $1042 \mathrm{mcin} s+3$ (harksil (address of premises) and performed Installation $0745-a c u l o n$ ansut R-100 wet Chemical tire suppression system, (describe improvements) on said property. Affiant further deposes that the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have or are doing labor on said improvements; that there is due and to become due them respectively, the amount set opposite their name for materials or labor as described; and that this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.



I agree to furnish Waivers of Lien for all materials under my contract when demanded.


Subscribed and sworn to before me this Watt day of December 20 14


The above sworn statement should be obtained by the owner before each and every payment.


## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF $\quad\left\{\begin{array}{l}\text { )SS }\end{array}\right.$

TO WHOM IT MAY CONCERN
THE undersigned, being duly sworn, deposes and says that he is fold anode
Treasurer of the Fox Valley Fire! Safety
who is the contractor for the 104 East Main Street $\qquad$ work on the property located at 1042 main st st. Charles, Il 100174
owned by $\qquad$ .
That that tool amount of the contract including extras is $\$ 3570.87$ on which he or she has received payment of $\$ 0.68$ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names of all parties who have fumished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor end material required to complete said work according to plans and specifications:


That there are no other contracts for said work outstanding, and that there is nothing due or to become due to nay person for material, tabor or


Subscribed and sworn to before me this LoTA dayor


COUNTY OF )SS
TO WHOM IT MAY CONCERN:
 is minis Ansul $R-102$ wet Chemical 7 ire suppression
for the premises known as $\qquad$ 042 main st Bt charles, 71. 60174
of which is the owner.

(s 3570.87
Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does) hereby waive and release any and all lien or clam of, or right to, lien, under the statutes of the State of illinois, relating to mechanics ${ }^{\text { }}$ liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery famished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-describe premises.

Given under $\qquad$ hand $\qquad$ and seal $\qquad$
this $\qquad$ 16 TH day of $\qquad$ 2016

Signature and Seal:


Note: All waivers must be for the full arnount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.


## FINAL WAIVER OF LIEN

STATE OF ILLiNOIS )
COUNTY OF KANe) SS
TO WHOM IT MAY CONCERN:
whereas the undersigned has been employed by Construction by Tong in e to furnish Kitch=w Hood/exhavst/mator/rowduit
for the premises known as $C_{V A Z y ~ F o X ~}^{C L C}$
of which PEtE Zaikonsti is the owner.
The undersigned, for and in consideration of Total ament due
$(\$ 12, O 00)$ Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, doles) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-describe premises.


Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLNOIS )
COUNTY OF $\neq a r \subset$ SS
TO WHOM IT MAY CONCERN:

THE undersigned, being duly swom, deposes and says that he is DODE A.BARASKS


That the total amount of the contract including extras is $\$ \ldots 2, \mathrm{OOC}$ on which he or she has received payment of $\$ \ldots 1 \partial, Q 0<$ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES | WHAT FOR | $\begin{gathered} \text { CONTRACT } \\ \text { PRICE } \end{gathered}$ | $\begin{gathered} \text { AMOUNT } \\ \text { PAID } \\ \hline \end{gathered}$ | $\begin{gathered} \text { THIS } \\ \text { PAYMENT } \end{gathered}$ | $\begin{gathered} \text { BALANCE } \\ \text { DUE } \\ \hline \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| (111600 roous | (152+66, 4000 | $12,0,0$ | 0 | 12,000 | 0 |
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|  |  |  |  |  |  |
|  |  |  |  |  |  |
| TOTAL LABOR AND MATERIAL TO COMPLETE |  |  |  |  |  |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to nay person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated,


## SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

## State of ILlinois ) <br> County or (ANC)SS

The affiant, JoSE A. BACASAS (name) being first sworn on oath, deposes that he is persuberx (position) of Construction by Town' (in (name of firm) being the contractor for CrAZy Fox LiC__(owner of premises) to furnish labor and materials for work on the property located at 104 EmAi ; $\mathrm{s}^{t}$ (address of premises) and performed installed Kitehru Hoed/Exhaust

on said property. Affiant further deposes that the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have or are doing labor on said improvements; that there is due and to become due them respectively, the amount set opposite their name for materials or labor as described; and that this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.


I agree to furnish Waivers of Lien for all materials under my contract when demanded.


Subscribed and sworn to before me this

day of $\qquad$ November , 2016 "OFFICIAL SEAL"
Matt Welland
Notary Public, State of Illinois
My Commission Expires S13/2018



## SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER



The affiant, $\qquad$ (name) being first sworn on oath, deposes that he is
OwNEr (position) of $\qquad$ (name of firm)
being the contractor for $\qquad$ Fox Li c
$\qquad$ (address of to furnish labor and materials for work on the property located at premises) and performed Repair exit sigos $\alpha$ Emarsawes lighting Fillelodicel findel count thai unit ow Doc f (describe improvements) on said property. Affiant further deposes that the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have or are doing labor on said improvements; that there is due and to become due them respectively, the amount set opposite their name for materials or labor as described; and that this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

| Name/Address | Kind or Work | Amount or <br> Contract | Retention <br> (Incl. Current) | Net <br> Previously Paid | Net Amount <br> This Payment | Balance to <br> Complete |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
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|  |  |  |  |  |  |  |



I agree to furnish Waivers of Lien for all materials under my contract when demanded.
 Position $\square$
Subscribed and sworn to before me this 7 th


## CONTRACTOR'S AFFIDAVIT

STATE OF ILLiNOIS )
COUNTY OF KAN $\tau$ )
TO WHOMITMAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is $\qquad$
of the $\qquad$



That the total amount of the contract including extras is $\$ \ldots 5,40$
$\qquad$ on which he or she has received payment of $\$ \quad 5,400$ $\qquad$ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES | WHAT FOR | CONTRACT | AMOUNT | PRICE | PAID |
| :--- | :--- | :--- | :--- | :--- | :---: |
| PAYMENT | BALANCE |  |  |  |  |
| DUE |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| TOTAL LABOR AND MATERIAL TO COMPLETE |  |  |  |  |  |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to nay person for material, labor or other work of any-kind-done prig be done upon of in connection with said work other than above stated.
Signature:


Subscribed and sworn to before me this $\qquad$ $\underbrace{\text { dale of Deeper }}_{\text {Notary Pubic }}$

## 

FINAL WAIVER OF LIEN
State of illinois )
COUNTY OF KANE, SS
TO WHOM IT MAY CONCERN:
WHEREAS the undersigned has been employed by $\qquad$ RCElectrical LCC





The undersigned, for and in consideration of
( $\$ 5,400$ Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-describe premises.


Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.


## SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

## State of ILLinois )

County of fane)
The affiant, Robyn $L_{y n}$ Chrome (name) being first sworn on oath, deposes that he is Administrative Asst. (position) of Deluxe Refrigeration (name of firm) being the contractor for Crazy tox, LLC (owner of premises)
to furnish labor and materials for work on the property located at 104 E . Main St. $\qquad$ (address of premises) and performed installed pre-assembled evaporator a Şembly, solenoid e and expansion valves, thumostat, (describe improvements) truteton wo us top on said property. Affiant further deposes that the following persons have been contracted with, and have furnished, 20 admins ing or are furnishing and preparing materials for, and have or are doing labor on said improvements; that there is due and to become due them respectively, the amount set opposite their name for materials or labor as described; and that this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.


I agree to furnish Waivers of Lien for all materials under my contract when demanded.
signed Thohye Phone Position. Administrative Asst.
Subscribed and sworn to before me this $27^{\text {th }}$ day of OCTUBER_2016

$$
\left\{\begin{array}{c}
\text { OFFICIAL SEAL } \\
\text { ROSEANNE FREUNDT } \\
\text { NOTARY PUBLIC - STATE OF ILINOIS } \\
\text { MY COMMISSION EXPIRES . } 07 / 21 / 19
\end{array}\right.
$$

## Poxeanne Freundt Notary Public

The aboveswormstatememshouthre obtained by the owner before each and every payment.

FINAL WAIVER OF LIEN
STATE OFILLINOIS )
COUNTY OF SS
TO WHOM IT MAY CONCERN:
WHEREAS the undersigned has been employed by $\qquad$ Deluxe Thethigeration
to furnish $\qquad$ Evaporator
for the premises known as $\qquad$ Crazy tox, LLC expansion
of which Pete ai Kowski $\qquad$ is the owner. Trenton vo of mounted

The undersigned, for and in consideration of total amount clue condensives vomit
(s) $\qquad$ 5,100.00 Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor services, material, fixtures, apparatus or machinery heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-describe premises.
Given under $\qquad$ hand $\qquad$ and seal $\qquad$ Deluxe Datigeration this $\qquad$ October 21 2016
signature ans seal Dhobg-Chione. Deluxe Dhetrigeration
NoTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.


## CONTRACTORS AFFIDAVIT

## STATE OF ILLINOIS ) <br> COUNTY OF KANE )

TO WHOM IT MAY CONCERN:
THE undersigned, being duly sworn, deposes and says that he is Administrative Assistant of the Deluxe Refrigeration Deluxe Refrigeration

owned by $\qquad$
That the total amount of the contract including extras is $\$ 5,100.00$ on which he or she has received payment of $\$, 5,100,00$ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:


That there are no other contracts for said work outstanding, and that there is nothing due or to become due to nay person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signature:
 Date: $\qquad$ Subscribed and sworn to before me this 2$]^{\text {th }}$ day of $\qquad$ .

