	AGEND	A IT	EM EXECUTIVE SU	MMARY	Agen	da Item number:	4a		
ST. CHARLES	Title: Recommendation to Approve a Commercial Corridor Downtown Business Economic Incentive Award for 1 Main Street (Crazy Fox)								
S I N C E 1834	Presenter:	esenter: Matthew O'Rourke							
Meeting: Planning	& Developr	nent (Committee	Date: Octobe	er 10, 2	2016			
Proposed Cost: \$20,250.45			Budgeted Amount:	\$20,250.45		Not Budgeted:			

Executive Summary (if not budgeted please explain):

Peter Zilkowski, owner of the building located at 104 E. Main Street, has applied for a Tier 2 Commercial Corridor and Downtown Business Economic Incentive Program Award that exceeds the \$10,000 Tier 1 limit. Peter is installing these modifications to this building to facilitate the build-out of a new restaurant named the Crazy Fox. The grant funds will be applied to necessary repairs and updates to the following:

- New rough plumbing to supply water and sewer to the kitchen and equipment \$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- Installation of and repair of outdated electrical systems and emergency exit lighting \$3,500.00.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 hood in the remodeled kitchen \$12,000.00.

Staff has reviewed the grant eligible improvements and recommends approval of the award. The total cost of the improvements is \$40,500 and the City's share will be a maximum of \$20,250.44.

Attachments (*please list*):

Draft Commercial Corridor and Downtown Business Incentive Award Agreement

Recommendation/Suggested Action (briefly explain):

Recommendation to Approve a Commercial Corridor and Downtown Business Economic Incentive Award for 104 E. Main Street (Crazy Fox)

City of St. Charles

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 Number(s): **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.

APPLICANT

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.

PROPERTY OWNER

(if different from APPLICANT)

5

CITY OF ST. CHARLES:		mmunity & Economic Development
ATTEST:		
City Clerk		
Applicant contact information:		
Phone:		
Fax:		
Email:		
Property Owner's information, i	if different than applicant:	
Phone:		
Fax:		
Email:		

Exhibit I

Map of the Downtown Economic Incentive Program Eligible Properties Boundary

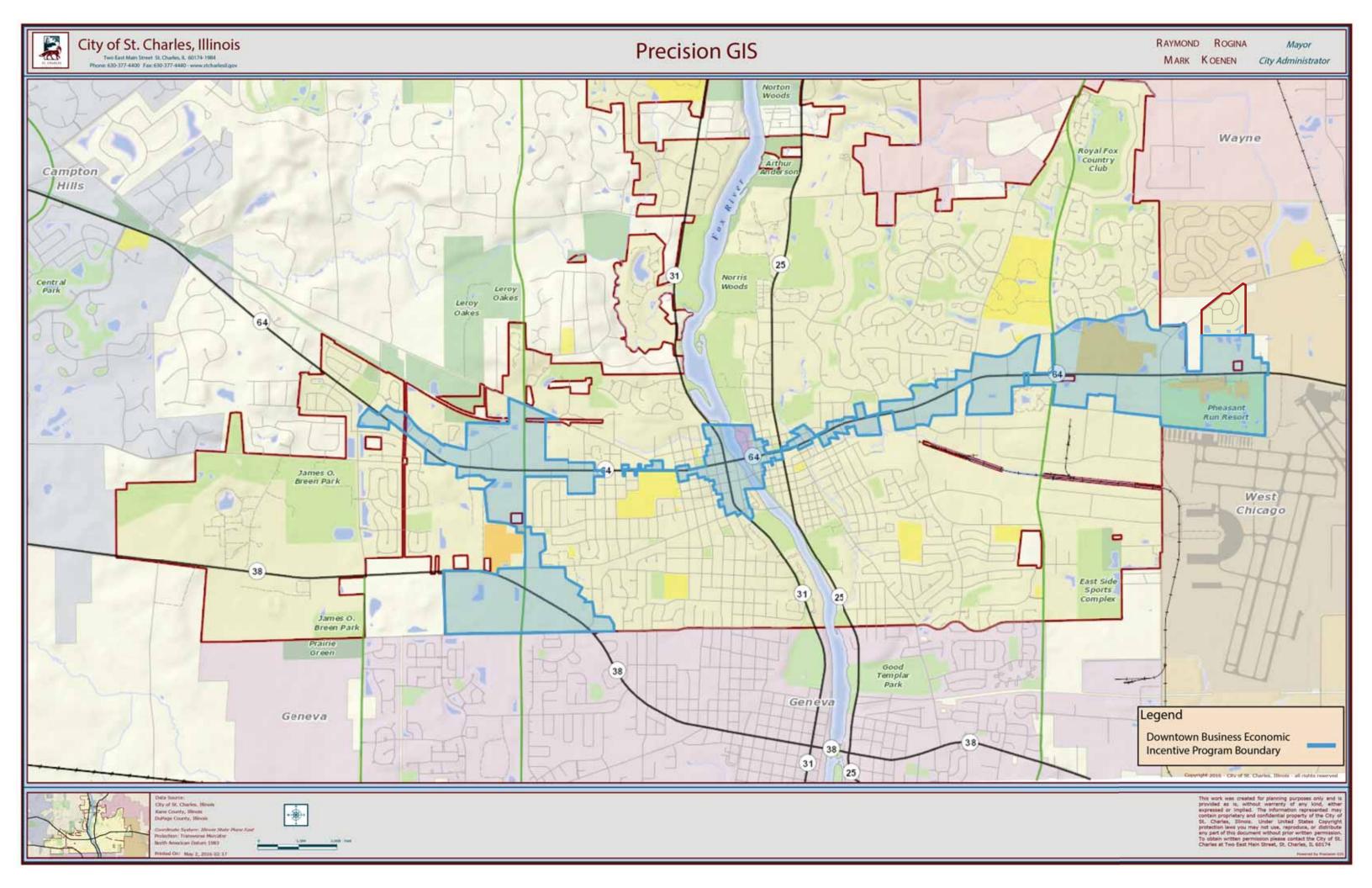


Exhibit II

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

State: IL

Street

104 E Main Street

Work to be Performed at:

City:

St. Charles

State IL

Phone 630.513.7312 **Date of Plans**

Arch

We hereby propose to furnish the materials and perform the labor necessary for the completion of plumbing work per jobsite and visit and discussion with tenant. (Budget Only)

Cap existing lines at old 3 compartment sink

Replace missing stops at bar

Check for leaks on lines and repair as needed

Check 3 toilets and urinal and repair valves as needed

Budget

\$750.00

Phase 2

Install owner supplied 3 compartment sink Install owner supplied sink behind bar

Install owner supplied ice machine with filter

Install owner supplied 2 lavatories

Budget

\$4,075.00

Phase 3

New Sump pump and check valve

Filter for existing housing

Furnish and Install AO Smith BTR - 197 commercial water heater (\$7,550 included in Budget below)

Budget

\$8,225.00

Phase 4

Furnish and Install new water softener complete

No price – need more info

Sewer Jetting

of service – each additional hour \$250.00)

Budget

\$780.00 (2 hours

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

for the sum

Base Bid Dollars \$See Above

with payments as follows:

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond your control. Owner to carry fire, tornado, and other necessary insurance upon above work. Work-Men Compensation and Public Liability Insurance on above work to be taken out by:

Respectfully submitted: J.L. Wagner Plumbing and Piping, Inc

Notes: There are no backflow preventers onsite at this time - City May require some

Note-This proposal may be withdrawn by us if not accepted within 30 days

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	·

Date.

Signature _

total 13,830



ONE COMPANY DOES IT ALL

Fire Alarm • 24-Hour Monitoring • Fire and Safety Products • Security • Engineered Fire Suppression • Sprinkler Service 2730 Pinnacle Drive • Elgin, IL 60124-7943 • 847-695-5990 • Fax 847-695-3699 • www.foxvalleyfire.com

July 21st, 2016

Attn: Peter Zaikowski 104 E Main Street St. Charles, Illinois

Via Email: peterz@westchicago.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.

Investment Required	 \$ 3,1	93.67
Test with Fire Department		
Sales Tax		
Total	 \$ 3.5	70.87

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.



Deluxe HVAC/R Business and Home Services

1133 South Second St, St Charles IL 60174 (630) 377-2257

Service Ticket: DR-0008512 Sep 23.2016

Customer: Pete Z

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

New Restaurant 104 East Main Street Saint Charles, IL 60174 630-512-7312 Technicians: Tony Passaglia

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.

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, Handling, 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 FAILURE OF PAYMENT.

Conditions of Repair Order:

Add to secure payment of the amount aforesaid 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 undersigned, or any of them, if any such court in term time or vacation, at any time after maturity and confess judgment without process against a undersigned, or any of 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, or 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 signed by more than one person, they shall be liable jointly and generally hereunder, but the words "jointly" and "severally" as used in this note shall be disregarded in case it is used by a corporation or by only one person.

Authorized Signature	VA		Date 9-20-19
		Copyright 2014 Deluxe HVAC/R, Inc.	

7,600 fotal



Roy Cantu Jr Owner 224-239-6443 rcelectrical.llc@gmail.com

Proposal Submitted To:

Work To Be Performed At:

Peter Zaikowski 1-630-512-7312 peterzaikowski@gmail.com Crazy Fox Bar & Grill 104 E.Main St St.Charles ,ILL 60174

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 writing 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

Ventilation

1450 Plmouth Lane #602

Elgin, IL. 60123

Office: 847-323-6173

jtonybarajas@yahoo.com

Proposal NO.

160806

DATE August 6, 2016

CUSTOMER ID

EXPIRATION DATE

то

PETER

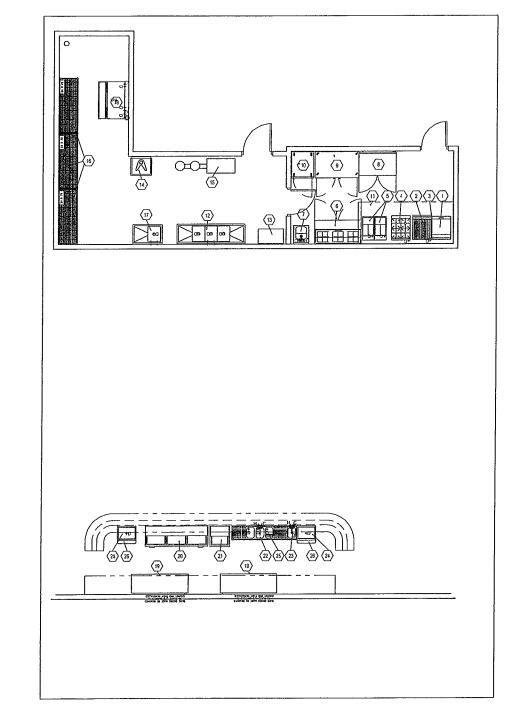
PETEZ@WESTCHICAGO.ORG

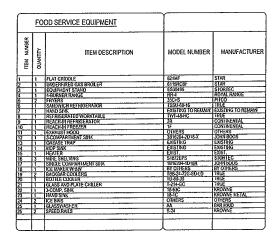
Job CRAZY FOX BAR & GRILL

ST CHARLES, IL

RESTAURANT BAR QUANTITY DESCRIPTION UNIT PRICE EXHAUST HOOD/MOTOR/ CONDUIT CHAIR RAIL- MASONRY PANELING RESTROOM RESTROOM RESTROOM TILE RESTROOM VANITIES (INSTALL ONLY) RESTROOM MIRRORS RESTROOM WALL DIVIDERS FRP - PREPARATION ROOM BAR - TOP SURFACE CROWN MOLDING	12,000.00 1,400.00 3,500.00 175.00 4,000.00	
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FRP - PREPARATION ROOM BAR - TOP SURFACE	4,000.00	
BAR - TOP SURFACE		
	4,275.00	
CROWN MOLDING	1,200.00	
	1,400.00	
Prepared by: IBTOTAL SUBTOTAL		
This is a quotation on the goods and services named above only, and is subject to change in the case of unforeseen circumstances. Arch./Admin. Fees	s were fine to the extremental management and the thereto.	
TOTAL \$	28,125.00	

THANK YOU FOR YOUR BUSINESS!



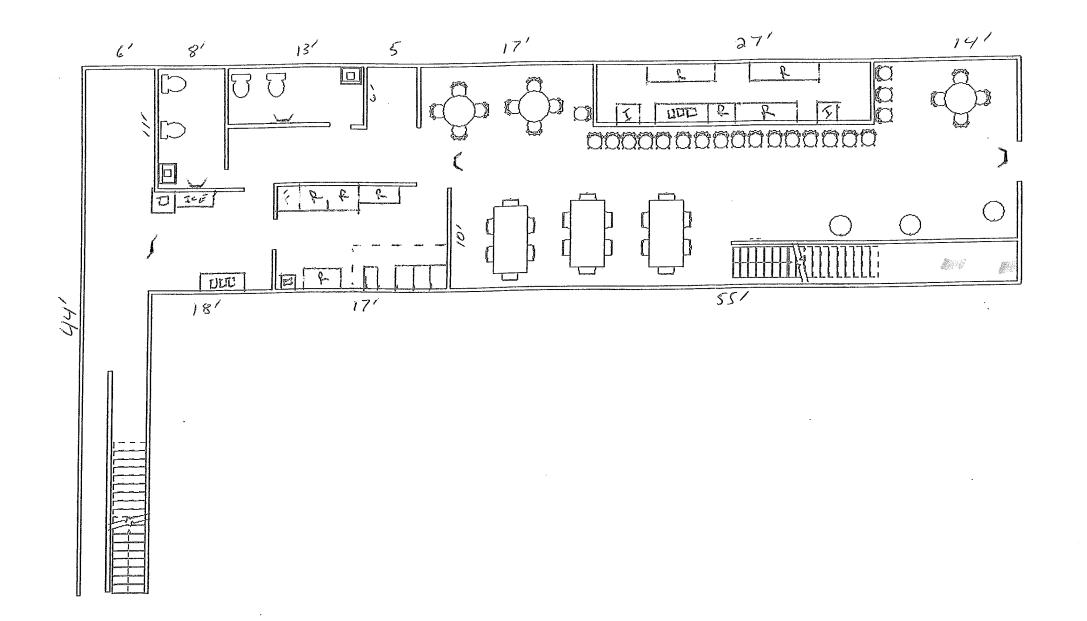


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_		UNDERFIRED GAS BROKER	 		<u> </u>			_	_	_						
	i	EQUIPMENT STAND	120	1	20			DGR	24		CONVENIENCE OUTLET					
	1	4-BURNER RANGE	1201	15				DGR	24.	1	CONVENIENCE OUTLET					
		FRYERS	120	1	20			DGR			CONVENIENCE OUTLET					
		SANDWICH REFRIGERATOR	1120	1	7.8			DGR	24"							
	1	HAND SINK	1													
	1	REFRIGERATED WORKTABLE	120	1				DGR	24	<u></u>						
	1	REACH-IN REFRIGERATOR	120		6.5			CGR	8	=						
	1	REACH IN FREEZER	120	7	6.3			DGR	8		L					
·	1 .	EXHAUST HOOD	T													
		3-COMPARTMENT SINK	1	_		_	_		ш	L.						
	1	GREASE TRAP	1			نصل	L									
	1	MOP SINK	_		L	L			ш	<u> </u>						
	1	HEATER				L	_									
3		WIRE SHELVING		ш												
	1	SINGLE COMPARTMENT SINK		١	L.—	_	-		Ь.	_	L. DESCRIPTION OF THE PROPERTY					
-	1.	ICE MAKER W/BRI	120	H	<u> </u>		-		24"	├	· VERIFY REQUIREMENTS BY OTHER	·				
	2	BACKBAR COOLERS	1 120		5.2	\vdash	\vdash	DGR DGR		⊢						
_	1	BOTTLE COOLER GLASS AND PLATE CHILLER	1 120		8.7 26	\vdash	\vdash	DGR	12"	\vdash	 					
	1	3-COMP, SINK	1 120		40		-	אטע	12	-						
	1	HAND SINK		-			-	-	\vdash	-						
-	2	ICE BINS	1	\vdash		\vdash		\vdash	\vdash	\vdash	 					
-		GLASSIVASHER	120	1	15	 	-	DGR	12	-						
6	2	SPEED RAKS	120	-	10		\vdash	.vsn		-						
_	-	O LEDIVILO	_	-		\vdash				-	1					

を開発していた。	Foodservice Equipment, Design, Furnishings, and Supplies	3215 S. 59TH AVENUE CICERO, ILLINDIS 60804	PHONE (708) 652-2020 FAX (708) 652-2032	www.schultzsuppty.com
			The state of the s	310

CRAZY FOX ST. CHARLES, IL FOODSERVICE EQUIPMENT KITCHEN & BAR REMODEL



No Modifications to Electric

No Modifications to Plumbing

Furniture and equipment added

Exit lights with emergency lights

Emergency lights

Replace old Hood

Install new fire ansil system

Replace Sump Pump

Replace Hot water heater