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PREPARED BY:

EMW

**CITY OF TROY
116 E. MARKET
TROY, IL 62294**

2022R32931
STATE OF ILLINOIS
MADISON COUNTY
10/11/2022 10:50 AM
DEBRA D. MING-MENDOZA
CLERK & RECORDER
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CITY OF TROY

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RESOLUTION 2022 – 30

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT WITH
PFUND CONSTRUCTION COMPANY, INC.**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 15TH DAY OF AUGUST 2022**

J

**CITY OF TROY
RESOLUTION NO. 2022 - 30**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT WITH PFUND
CONSTRUCTION COMPANY, INC.**

WHEREAS, the City Council for the City of Troy, Illinois, believes that it is in the best interest of the City and its citizens to enter into a Tax Increment Financing Redevelopment Agreement with Pfund Construction Company, Inc., regarding the property located at 100 East Market Street in Troy, Illinois, to assist in the re-development of the downtown area, and

WHEREAS, the City and said owner(s) have negotiated the terms and conditions of the Agreement attached hereto and incorporated herein as Exhibit A, and the City believes that such terms and conditions are in the best interest of the health, safety and general welfare of its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TROY, ILLINOIS, AS FOLLOWS:


1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Mayor of the City of Troy, Illinois, is hereby authorized to execute and enter into the attached Tax Increment Financing Redevelopment Agreement with Pfund Construction Company, Inc., and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
3. This Resolution shall be in effect following its passage, approval and publication as provided by law.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 15th day of August, 2022.

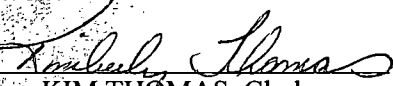
Aldermen Vote:

Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>8</u>
Tim Flint	<u>AYE</u>	Debbie Knoll	<u>AYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>AYE</u>	Absent:	<u>0</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>

APPROVED:

By: 
DAVE NONN, Mayor
City of Troy, Illinois

ATTEST

BY: 
KIM THOMAS, Clerk
City of Troy, Illinois

**PFUND CONSTRUCTION COMPANY, INC.
TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT**

This redevelopment agreement (hereinafter referred to as "Agreement") is made and entered into as of August 15, 2022, by and between the City of Troy, Illinois, an Illinois municipal corporation, and Pfund Construction Company, Inc. regarding property located at 100 East Market Street in Troy, Illinois.

RECITALS

- A. On September 2, 1997, in accordance with the TIF Act, the City of Troy approved ordinances adopting tax increment financing and the Troy Tax Increment Financing Plan and Project.
- B. The Developer has submitted a Redevelopment Proposal to the City for a project which could not or would not be undertaken without the use of tax increment financing incentives.
- C. The City Council, after reviewing the Redevelopment Proposal submitted by the Developer, believes that the Redevelopment Area as set forth herein in the Redevelopment Proposal, and the performance generally of this Agreement, are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

AGREEMENT

In consideration of the above premises and the mutual obligations of the parties hereto, each party hereby agrees as follows:

1. **Definitions** As used in this Agreement, the following words and terms shall have the following meanings:

"Affiliate": Shall mean, with respect to any business entity, any other business entity directly or indirectly controlled (including at least 51% voting control) by or under direct or indirect common control with such business entity. A business entity shall be deemed to control another business entity if such controlling business entity possess solely, directly or indirectly the power to direct, or cause the direction of, the management and policies of the second business entity whether through the ownership of voting securities, common directors, trustees, partnership interest or member interest.

"City": The City of Troy, Madison County, Illinois, a statutory City of Madison County, and a political subdivision of the State of Illinois.

"City Council": The City Council of the City of Troy, Illinois.

"Commencement Dates" means the commencement of three (3) payments by the City; those dates being the date a building permit is issued for the Work and the second date being the completion of the Work.

"Construction Plans": Plans, drawings, specifications and related documents, and construction schedules for the construction of the Work (as shown on the attached Concept Plan or on the

attached Development Plan, if necessary), together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

"Developer: Pfund Construction Company, Inc.

"Developer's Portion of the Redevelopment Project": The development and improvement of property for use by Developer; including but not limited to (Renovation of the existing building to add a residential apartment floor and revitalized retail space and building facade) in accordance with the Redevelopment Plan.

"Developer's Share": Means, on or after Commencement Date, **the Developer will be eligible to be reimbursed up to \$429,800.00 of the total Eligible Redevelopment Project Costs in the form of three (3) payments.**

Payment #1: \$143,266.00 upon issuance of a building permit by City

Payment #2: \$143,267.00 upon completion of the residential portion of the Work

Payment #3: \$143,267.00 upon the completion of the commercial portion of the Work

The parties agree to place the forgoing payment amounts totaling \$429,800.00 in a mutually agreeable bank escrow account, with Developer agreeing to be responsible for all bank reimbursement fees associated with the above disbursements.

These payments are only payable upon proof of Eligible Redevelopment Project Costs incurred by the Developer. Monies are to be paid from the Special Allocation Fund, Troy Tax Increment Financing Project Area.

"Eligible Redevelopment Projects Costs": Any and all costs incurred pursuant to Section 11-74.4-3 of the TIF Act, and that qualify under Section 11-74.4-3 as TIF Eligible Costs as determined by the City.

"Property": That property to be used by Developer as more generally defined as being located at 100 East Market Street in Troy, Illinois 62294, and described more fully in **Appendix A – Legal Description**. Within Thirty (30) days of the date of this Agreement, Developer shall furnish to the City, at Developer's expense, a title commitment to the City dated the date of this Agreement, showing title to the Developer in the Property, and this Agreement shall be subject to such other changes as the City may require in the City's sole discretion to confirm Developer's ownership of the Property as represented herein.

"Redevelopment Area": A certain area of the City of Troy known as the "Troy Tax Increment Financing Area".

"Redevelopment Plan": A plan entitled "Troy Tax Increment Financing Redevelopment Plan" approved on September 2, 1997, and as from time to time amended.

"Redevelopment Project": Those activities described as the Redevelopment Project in the Redevelopment Plan and this Agreement.

"Redevelopment Project Costs": The sum total of all reasonable or necessary costs actually incurred and paid in performing the Work, including attorney's fees, and any such costs incidental to the Redevelopment Plan or Redevelopment Project (such costs are listed in **Exhibit 1- Estimated**

Redevelopment Project Costs), provided however, that Redevelopment Project Costs shall not include any internal costs of Developer and shall not include any amounts for overhead, margin, profit or the like in connection with goods or services supplied to Developer by any Affiliate of Developer, except to the extent that such items are commercially reasonable and competitive with similar charges in arms-length transactions.

"Redevelopment Proposal": Developer's proposal for development of the Property for retail and residential purposes and identified as **Exhibit 3- Redevelopment Proposal**.

"Special Allocation Fund": The Special Allocation Fund, Troy Tax Increment Financing Project Area.

"TIF Act": The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et. seq.

"TIF Revenues": The ad valorem taxes, if any, arising from the tax levies upon taxable real property in the portion of the TIF Redevelopment Area related to the Redevelopment Project by any and all taxing districts or municipal corporations having the power to tax real property in the TIF Redevelopment Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the portion of the TIF Redevelopment Area related to the Redevelopment Project (those units of Property defined in Appendix A of the Troy Tax Increment Financing Project Area) over and above the Total Initial Equalized Assessed Value of each such portion of property within the TIF Redevelopment Area, all as determined by the County Clerk of the County of Madison, Illinois, in accordance with Section 11-74.4-8 of the TIF Act. For purposes of this Agreement, the "then current equalized assessed valuation" shall mean the equalized assessed valuation for each taxable lot, block, tract or parcel of real property within the portion of the TIF Redevelopment Area related to the Redevelopment Project for the first year following full assessment of said real property after substantial completion of the Work within the Redevelopment Project.

"Work": All work necessary to improve the property, including but not limited to Design fees, selective demolition, abatement, structural, architectural work to complete new first floor retail and second floor residential apartments in accordance with the Redevelopment Plan.

"Zoning Approvals": All plat approvals, re-zoning or other zoning and ordinance changes, site plan approvals, conditional use permits, or other subdivision, signage, zoning, or similar approvals required from the City for the implementation of the Redevelopment Project and which are consistent with the Redevelopment Plan and this Agreement and all Federal, state and local laws, ordinances, codes and regulations (except that with respect to the City's Zoning Ordinances, such applications may contain such non-conformance or variance to the extent contemplated by the Redevelopment Plan and this Agreement).

Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Redevelopment Plan.

2. Redevelopment Project The City and Developer agree to carry out the Redevelopment Project in accordance with the Redevelopment Plan and this Agreement.

2.1 Developer Undertakings: The Developer agrees, subject to the terms and conditions hereof to undertake the Developer's Portion of the Redevelopment Project, viz.:

- a) The development and improvement of property including but not limited to, Renovation of the existing building to add a residential apartment floor and

revitalized retail space and building façade in accordance with the Redevelopment Plan as presented in the development proposal. The Developer agrees to commence Work on the project within sixty (60) days of the execution of this agreement and complete the Work on the project within one (1) year of the later of following: (1) approval of all required permits to commence the Work, and (2) effective date of the Enterprise Zone as defined in Section 2.2(d) below. An extension to the deadlines shall be granted to account for any additional time necessary for zoning and permit applications to be applied for and issued, for any delay caused by the City's delay in performing its required undertakings as defined in Section 2.2 hereof, or for any other reason beyond the control of the Developer, with written consent from the City, which shall not be unreasonably withheld. Notwithstanding anything in this Agreement to the contrary, the issuance of a Certificate of Occupancy pursuant to the City's building codes shall constitute completion of Developer's portion of the Redevelopment Project.

2.2 City Undertaking:

- a) The City agrees, subject to the terms and conditions hereof, to use diligent efforts to expeditiously consider all Zoning Approvals and permit applications necessary to commence and complete the Redevelopment Project so long as the application and documentation of such Zoning Approval Requests are in compliance with the Redevelopment Plan and all applicable Federal, state and local laws, ordinances, codes and regulations.
- b) The City also agrees to provide water and sewer services to the Property to be used by the Developer or Developer's tenant and the City agrees to waive all applicable fees and costs, including but not limited to attorney's and consultant's fees, building permit fees, utility connection fees and fees related to rezoning and other land fees related to the Redevelopment Plan. Developer is responsible for all water and sewer services costs moving forward once the work commences.
- c) The City also agrees, within six (6) months of execution of this agreement, to relocate all overhead power lines on or adjacent to the Property underground, upgrade sidewalks and install new decorative street lighting and the City agrees to waive any applicable fees and costs associated with or arising from such relocation.

3. Acceptance of Proposal/Developer Selection: The City hereby accepts the Redevelopment Proposal, as amended hereby, and selects the Developer exclusively to perform the Work as outlined herein, in accordance with the terms of this Agreement. In the event of any conflict between the Redevelopment Proposal or Redevelopment Plan and the terms hereof, the terms hereof shall control.

4. Plans and Approvals

4.1 Changes During the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which this work is to be performed, expansion or deletion of items, and any and all such other changes as site conditions or orderly development may dictate and as may be in substantial conformance

dates of commencement and completion, modification of the areas in which this work is to be performed, expansion or deletion of items, and any and all such other changes as site conditions or orderly development may dictate and as may be in substantial conformance with the Redevelopment Plan and this Agreement, provided that the Developer shall first obtain the consent of the City for all material changes, which consent shall not be unreasonably withheld or delayed, before the Developer makes any such changes.

4.2 Zoning Approvals The City agrees to cooperate with the Developer and to expeditiously process and timely consider all applications for the Zoning Approvals which are in substantial conformance with the Redevelopment Plan and this Agreement, and are not contrary to any Federal, state or local law, ordinance, code or regulation (except that with respect to the City's Zoning Ordinances, such applications may contain such nonconformance or variance to the extent contemplated by the Redevelopment Proposal, the Redevelopment Plan and this Agreement), all in accordance with the applicable City ordinances and laws of the State of Illinois, and to take all further actions relating to Zoning Approvals (after processing in accordance with applicable laws and ordinances) as are consistent with the Redevelopment Plan and this Agreement.

5. Payment of Redevelopment Project Costs

5.1 Requests for Payment of Redevelopment Project Costs The Developer shall submit Requests for Payment of Redevelopment Project Costs ("Requests") in substantially the same form as set forth in **Exhibit 2 - Request for Payment of Redevelopment Project Costs**. All Requests shall be accompanied by invoices, statements, vouchers or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested) and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested. The Developer must also show proof that all Real Estate Property Taxes then due attributable to the Property are paid in full and to date and that all sales tax then due to the City of Troy are paid in full.

5.2 City's Determination of Payment of Redevelopment Project Costs The City shall approve or disapprove any Request within 30 days of the submittal thereof. If the City disapproves any Request or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify or correct the Request. Denial may only be due to noncompliance of the Request with the terms of this Agreement.

5.3 Payment of Redevelopment Project Costs Within 15 days of approval of any Request, the City shall pay the Developer for such approved Redevelopment Project Costs to the extent monies are available in the Special Allocation Fund. Such payment shall continue until such time as the earlier of the following: (i) the Developer Portion of the Redevelopment Project is no longer used for the purposes outlined in this Agreement; (ii) the Developer receives a cumulative total of \$429,800.00 in payments from the Special Allocation Fund; (iii) the payment time period described in the "Developer's Share" expires (If applicable).

5.4 Reimbursements Limited to Eligible Redevelopment Projects Costs Nothing in this Agreement shall obligate the City to pay or to reimburse the Developer for any cost that is not incurred pursuant to Section 11-74.4-3 of the TIF Act and that does not qualify as an Eligible Redevelopment Project Cost as determined by the City in the City's reasonable

5.5 City's Obligations Limited to Special Allocation Fund Notwithstanding any other term or provision of this Agreement, the City's obligations pursuant to this Agreement are limited to monies in the Special Allocation Fund, and from no other source, to a maximum of \$429,800.00 should the Work be completed in full. This Agreement does not compel the City's General Fund, or any other source of funds, to provide monies for any amount or obligation identified herein.

6. Notices Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally,

1) In the case of the Developer, to:

Pfund Construction Company, Inc.
3925 Blackburn Road
Edwardsville, Illinois 62025

With a copy to:

Katherine Opel
Weinheimer Opel Law Firm, PC
One Ginger Creek Meadows
Glen Carbon, Illinois 62034

2) In the case of the City, to:

The Honorable David Nonn
City of Troy
116 E. Market St.
Troy, Illinois 62294

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

7. Conflict of Interest The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflict of interest. Additionally, but not in limitation of the foregoing, no member of the City Council or any branch of government of the City who has any power of review or approval of any of the undertakings contemplated herein shall participate in any decisions relating thereto which affect his or her personal interests or the interests of any corporation, partnership or other entity in which he or she is directly or indirectly interested. Any member, official, employee or agent of the City now having or subsequently acquiring any personal interest, direct or indirect, or now having or subsequently acquiring any interest in any corporation, partnership or association which has any interest in the Redevelopment Area, or in any contract or proposed contract in connection with the redevelopment, rehabilitation or financing of the Redevelopment Area, shall immediately disclose in writing to the City Council the nature of such interest and seek a determination with respect to such interest by the City Council and in the meantime shall not participate in or attempt to influence any actions or discussions relating to the Redevelopment Area.

Redevelopment Area, shall immediately disclose in writing to the City Council the nature of such interest and seek a determination with respect to such interest by the City Council and in the meantime shall not participate in or attempt to influence any actions or discussions relating to the Redevelopment Area.

8. Maintenance of Redevelopment Area The Developer shall maintain or cause to be maintained all of the Work and the Developer's Portion of the Redevelopment Project, the Property and all buildings and improvements within its control in the Redevelopment Area in accordance with all federal, state and local laws, regulations, codes and ordinances.

9. Representative Not Personally Liable No official, agent, employee, or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

10. Release and Indemnification

This Section shall survive termination or expiration of this Agreement.

(a) Developer covenants and agrees that the City and its governing body members, officers, agents, servants and employees shall not be liable for, and agrees to indemnify and hold harmless the officers, agents, servants, and employees thereof against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Acquisition of the Property or construction of the Work, including but not limited to location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense and attorneys' fees, except for those matters arising out of the willful or wanton misconduct or gross negligence of the City and its governing body members, officers, agents, servants or employees.

(b) The City and its governing body of members, officers, agents, servants, and employees shall not be liable for any damage or injury to the persons or property of the Developer or any of its Affiliates or its officers, agents, servants or employees or any other person who may be about the Property, or for construction of the Work, except for those matters arising out of the willful or wanton misconduct or gross negligence of the City and its governing body members, officers, agents, servants or employees.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

(d) No official, employee, agent or representative of the City shall be personally liable to the Developer or any of its Affiliates in the event of a default or breach by any party under this Agreement.

(e) Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer or any of its Affiliates for damages arising in any way from this Agreement, or any other obligation or agreement made in connection therewith or from any breach thereof, or arising from a declaration by a final judgment by a court of competent jurisdiction that all or any portion of the Act is unconstitutional or that any ordinance of the City adopted in

connection with the Redevelopment Proposal, Redevelopment Plan or the TIF Act is invalid or unconstitutional in whole or in part; provided that nothing in this Section shall limit claims by Developer or any of its Affiliates against the Special Allocation Fund or actions by Developer seeking specific performance of relevant contracts.

(f) The Developer agrees to indemnify and hold the City, its employees, agents and independent contractors, harmless from, and against any and all suits, claims, damages, liabilities and costs and reasonable attorney's fees (a "claim"), resulting from, arising out of, or in any way connected with (1) the Redevelopment Proposal or their approval, (2) this Agreement, the City's ownership, control, operation or condition of all or any part of the property located within the Property; or any other agreement or obligation made in connection therewith or their approvals, (3) any legal action brought challenging all or any of the foregoing or challenging or counterclaiming in any eminent domain action, (4) the construction of the Work, and (5) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the management, development, redevelopment and construction of the Work. In any action concerning or to enforce any of the terms and conditions of this Agreement or any related obligations of Developer, the Developer shall pay all the City's expenses, reasonable attorney's fees, and costs of defense, and the City may withhold from any amounts otherwise due the Developer under this Agreement or any other obligation of the City to the Developer, any amounts due from the Developer under this Agreement or any other obligation of the Developer to the City.

11. Nondiscrimination In the performance of their obligations hereunder, Developer shall not discriminate on the basis of race, religion, sex, color, national origin, veteran status, age or physical handicap, and the parties shall take such affirmative action as may be appropriate to afford opportunities to everyone in all operations on the Property, including enforcement, contracting, operating, maintenance and purchasing. Developer shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding equal employment, nondiscrimination and affirmative action.

12. Representation of the City The City represents and warrants that:

(a) Organization and Authority The City (i) is an Illinois municipal corporation, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The City has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) No Defaults or Violations of Law The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of, or constitute a default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party of by which it is bound or the City's charter, or any of the rules or regulations applicable to the City. In the event of a non-monetary default in the performance of any obligation required under this Agreement, the non-defaulting party shall first give thirty (30) days advance written notice of such default to the defaulting party. In the event of a monetary default under this Agreement, the non-defaulting party shall first give five (5) days advance written notice of such default to the defaulting party.

13. Representations of the Developer The Developer represents and warrants that:

execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms and that the Agreement shall constitute the legal, valid and binding obligation of the Developer enforceable by City in accordance with its terms.

(b) No Defaults or Violations of Law The execution and delivery of this Agreement, and the General Contract by the Developer will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Developer is a party or by which they are bound or their respective articles incorporation, bylaws, or any of the rules or regulations applicable to the Developer of any court or other governmental body. In the event of a non-monetary default in the performance of any obligation required under this Agreement, the non-defaulting party shall first give thirty (30) days advance written notice of such default to the defaulting party. In the event of a monetary default under this Agreement, the non-defaulting party shall first give five (5) days advance written notice of such default to the defaulting party.

(c) Pending Litigation Except with regard to those matters which counsel to the City and counsel to the Developer have discussed, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, except claims which if adversely determined will not, in the opinion of counsel to the Developer, materially and adversely affect the financial condition or operations of the Developer. In addition (except with regard to those matters which counsel to the City and counsel to the Developer have discussed), no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement by the Developer or which would in any manner challenge or adversely affect the corporate existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(d) Full Disclosure There is no fact which the Developer has not disclosed to the City in writing which materially affects adversely or, so far as the Developer can now foresee, will materially affect adversely the financial condition of the Developer or its ability to own and operate its properties or to carry out its obligations under this Agreement or the General Contract.

14. Insurance – Damage or destruction of the Redevelopment Project

The Developer will cause there to be insurance as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(a) Builder's Risk Insurance, written on the so-called "Builder's Risk – Completed Value Basis" in an amount equal to 100% of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy.

(b) Workers' Compensation – Statutory

Employer's Liability - \$2,000,000.00 (each accident)

coverage available in non-reporting form on the so called "all risk" form of policy.

(b) Workers' Compensation – Statutory

Employer's Liability - \$2,000,000.00 (each accident)

General Liability - \$2,000,000.00 Each Occurrence (Bodily Injury & Property Damage)

General Aggregate - \$2,000,000.00

Excess or Umbrella Liability - \$5,000,000.00 Each Occurrence

Automobile Liability – Combined Single Limit (Bodily Injury & Property Damage)

Each Accident - \$1,000,000.00

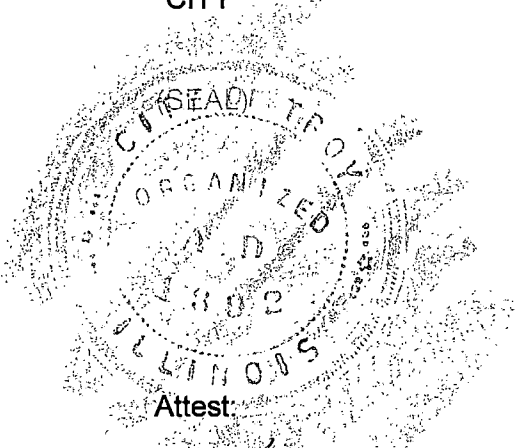
General Aggregate - \$2,000,000.00

15. Inspection The Developer shall allow authorized representatives of the City access to the work site from time to time upon reasonable advance notice prior to the completion of the Work for reasonable inspection thereof. The City shall perform such inspection at times in in manners which shall not disrupt or interfere with the Work.
16. Choice of Law This Agreement shall be taken and deemed to have been fully executed by parties in, and governed by the laws of, the State of Illinois for all purposes and intents.
17. Entire Agreement; Amendment The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.
18. Entire Agreement; Voiding The City shall retain the right to void this Agreement at any of the following moments: (i) the Developer receives a cumulative total of \$429,800.00 in payments from the Special Allocation Fund;(ii) the City determines that the Developer has not complied with the guidelines for Developer Undertakings established in section 2.1.
19. Prevailing Wage The Developer agrees that any work included in the Requests shall comply with all applicable provisions of the prevailing wage laws and with all other applicable laws, ordinances, and regulations governing fair labor practices.
20. Severability In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.
21. Assignment The rights and obligations of the Developer under this Agreement shall be fully assignable by means of written notice to the City. The City shall not unreasonably withhold its consent provided that the nature of the Redevelopment Project is not substantially changed. No such assignment shall be deemed to release the Developer of its obligations to the City under this Agreement unless the specific consent of the City to release the Developer's obligations is first obtained in writing.


and/or legal authorization by the governmental entity necessary for Redeveloper to proceed with construction of the Work or any portion thereof, including rezoning; shortage or delay in shipment of material or fuel; acts of God; or other causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement (each an event of "Force Majeure"), provided that such event of Force Majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Redeveloper or the City in bad faith, and further provided that the party seeking an extension notifies the other party.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.

"CITY"




Attest:



City Clerk
Kimberly Thomas


CITY OF TROY, ILLINOIS



Mayor
The Honorable David Nonn

"DEVELOPER"

Pfund Construction Company, Inc.



Matthew J. Pfund

8.29.2022
Date:

APPENDIX A

LEGAL DESCRIPTION

**100 East Market Street
Troy, Illinois 62294**

EXHIBIT 2

ESTIMATED REDEVELOPMENT PROJECT COSTS

Pfund Construction Company, Inc.
100 East Market Street in Troy, Illinois 62294

CONSTRUCTION COST BREAKDOWN

Description	Estimated Cost
To Be Provided by Matt	
TOTAL Costs	

TOTAL AGREED UPON MAXIMUM REIMBURSEMENT AMOUNT: \$429,800.00

The Exhibit's categorical breakdown of estimated costs is for reference only and shall not limit the amounts that the Developer may be reimbursed under each category.

EXHIBIT 3

REQUEST FOR PAYMENT OF REDEVELOPMENT PROJECT COSTS

Request for Payment of Redevelopment Project Costs

TO: The Honorable David Nonn
City of Troy
116 E. Market St.
Troy, Illinois, 62294

You are hereby requested and directed as per the Redevelopment Agreement dated as of AUGUST 29, 2022, between you and (the "Developer"), to pay moneys in the Special Allocation Fund for the payment of the following Redevelopment Project Costs:

Payee Amount

Description of Redevelopment Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement. The undersigned is the Developer under the Redevelopment Agreement dated as of AUGUST 29, 2022, between the City and the Developer.

The undersigned, on behalf of the Developer, hereby states and certifies to the City that:

1. Each item listed above is a Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project.
2. All real estate and sales taxes attributable to the Property have been paid in full proof of which is attached to this Request for Payment.
3. These Redevelopment Project Costs have been incurred by the Developer and have been paid by the Developer and are payable or reimbursable under the Redevelopment Agreement.
4. Each item listed above has not previously been paid or reimbursed from moneys in the Special Allocation Fund and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of

lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this requires, except to the extent that any such lien is being contested in good faith.

6. All necessary permits and approvals required for the portion of the Work on the Redevelopment Project for which this certificate relates have been issued and are in full force and effect.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Construction Plans.

Dated this 29TH day of AUGUST, 2022.


Pfund Construction Company, Inc.

By: Matthew J. Proulx

Approved for Payment:

CITY OF TROY, ILLINOIS

By: 

Title: MAYOR CITY OF TROY

Redevelopment Proposal
Exhibit 3

)

PFUND CONSTRUCTION



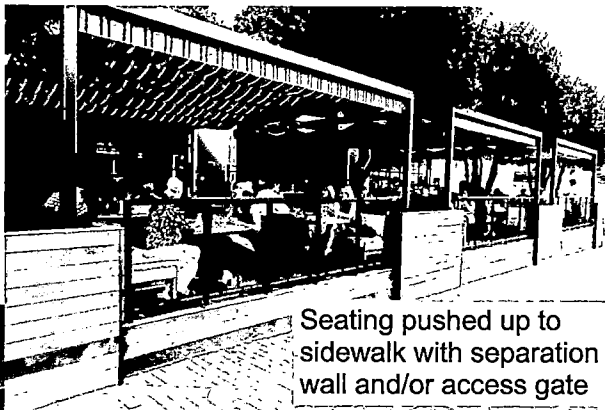
100 E Market Troy IL

Concept - May 3, 2022



Wood and steel canopy cover for outdoor dining

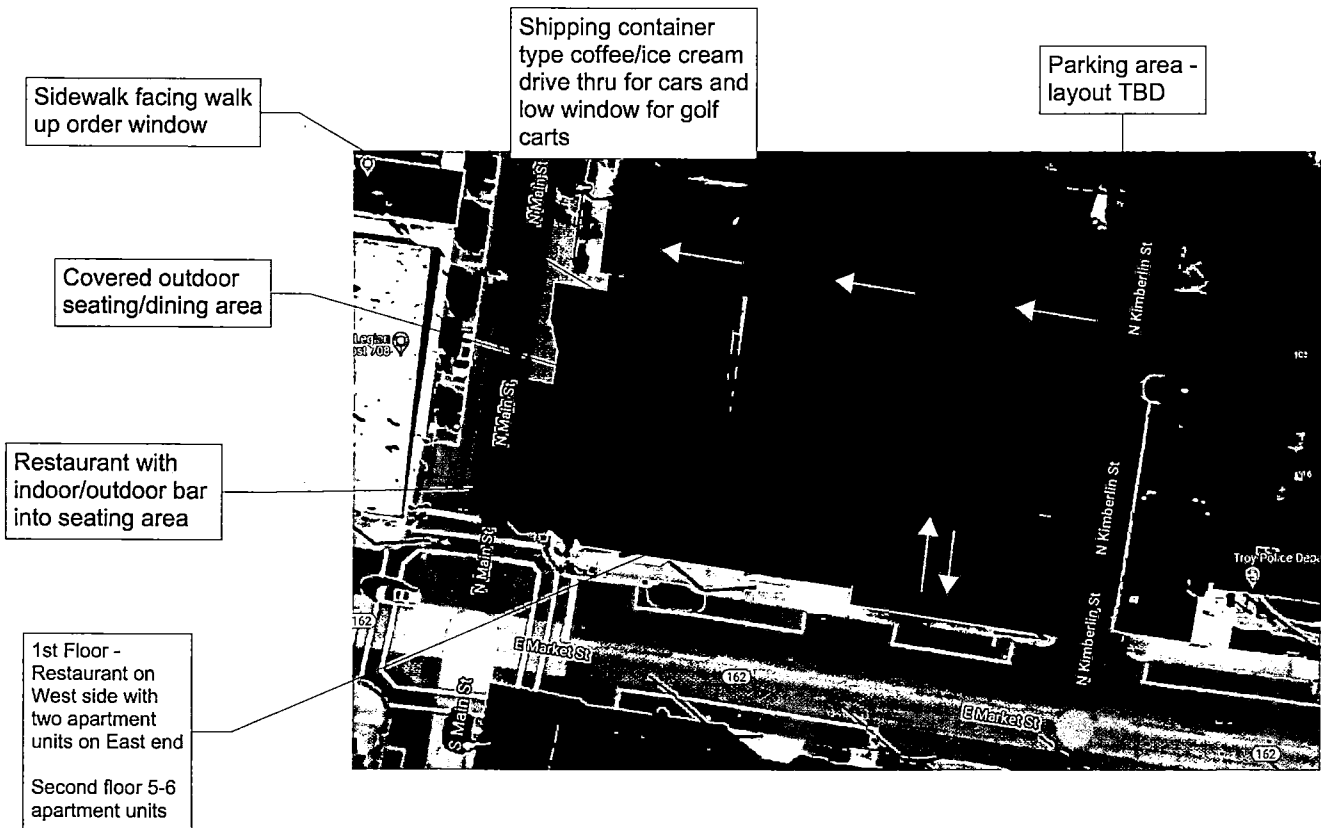
Small container-type coffee and ice cream concept with auto thru and low window for golf carts

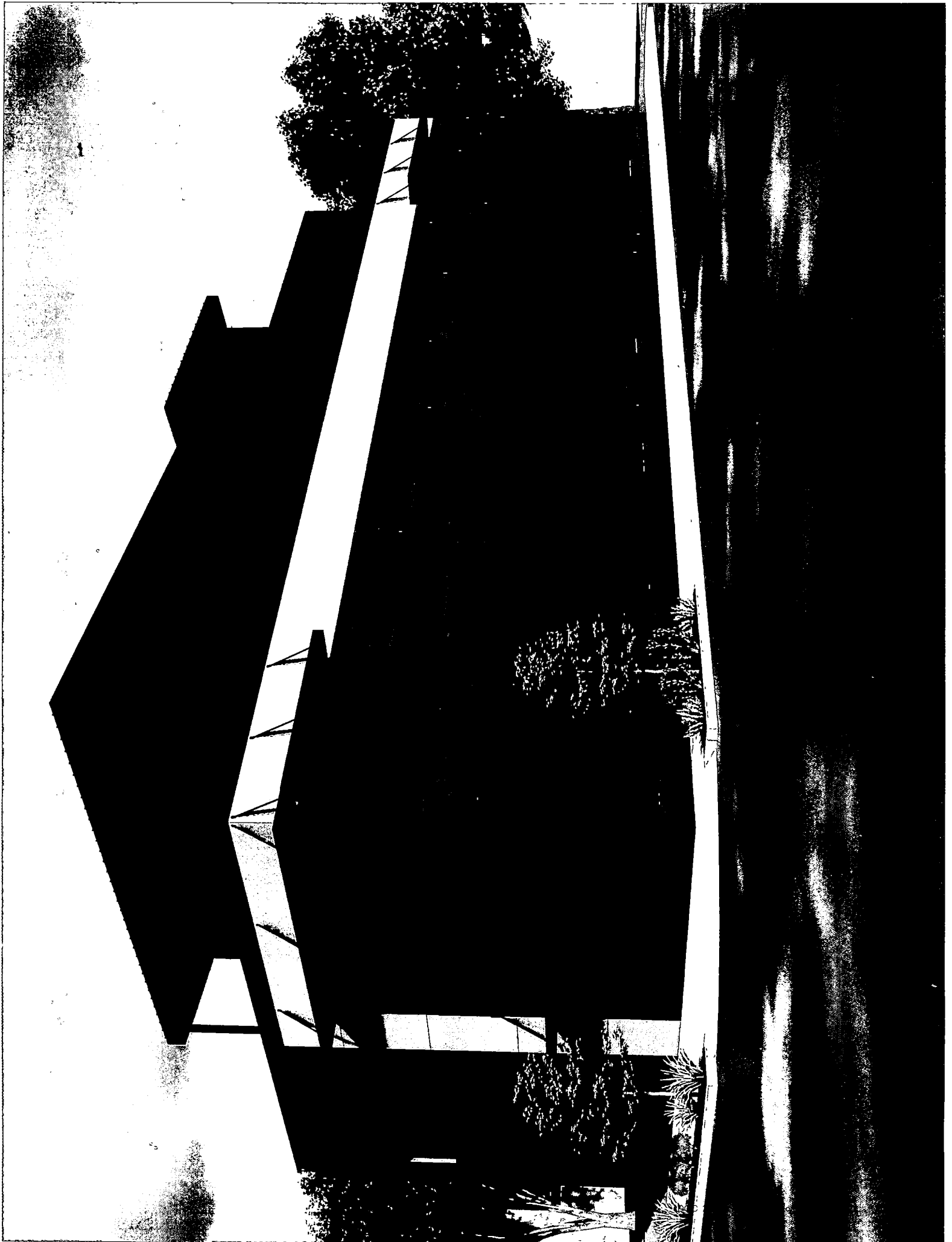


Seating pushed up to sidewalk with separation wall and/or access gate



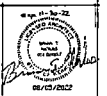
Wall opening for bar seating at outdoor dining area





TROY MIXED USE BUILDING

100 E. MAIN STREET TROY, ILLINOIS 62294



REVISIONS:
NO. DATE DESCRIPTION
NO. DATE DESCRIPTION

CONTRACTOR:
PRUD CONSTRUCTION
100 E. MARKET STREET
TROY, ILLINOIS 62294

OWNER:
NICKAS ARCHITECTURE, LLC
100 E. MAIN STREET
TROY, ILLINOIS 62294

PROJECT INFO:
100 E. MAIN STREET
TROY, IL 62294

PROJECT NO:
22007

SHEET TITLE:
COVER SHEET AND CODE ANALYSIS

DATE:
AUG. 05, 2022

SHEET NUMBER:
G.000

GENERAL NOTES:

- PRIOR TO THE BEGINNING OF WORK, THE GENERAL CONTRACTOR SHALL REVIEW ALL ELEVATIONS, RESTRICTIONS AND SITE CONDITIONS AT THE JOB SITE AND NOTIFY THE OWNER OF ANY DRAWING ERRORS OR INCONSISTENCIES.
- DO NOT SCALE DRAWINGS FOLLOW WRITTEN DIMENSIONS ONLY. GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND NOTIFY OWNER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
- GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL BUILDING PERMITS, WATER TAP FEES, SEWER TAP FEES AND ETC...
- CHANGES TO THIS WORK ARE ONLY AUTHORIZED IF IN WRITING FROM THE OWNER. THE DESIGN DRAWINGS CONSTITUTE A FINISHED PIECE OF WORK OF SUCH CHARACTER AND QUALITY AS IS DESCRIBED IN AN IS REASONABLY INFERRABLE FROM THEM AND THE CONTRACTOR, RECOGNIZING THE IMPOSSIBILITY OF PRODUCING DRAWINGS AND SPECIFICATIONS WITH PERFECT ACCURACY, AGREES THAT HIS SUBMITTED BID FOR THE WORK HERE UNDER INCLUDES SUFFICIENT MONEY ALLOWANCE TO MAKE HIS WORK COMPLETE AND OPERABLE, AND IN COMPLIANCE WITH GOOD PRACTICE AND THE ORDINANCES, CODES AND REGULATIONS OF ALL BODIES OR PERSONS HAVING GOVERNMENTAL AUTHORITY OVER IT.

APPLICABLE CODES:

- 2012 INTERNATIONAL BUILDING CODE
- 2012 INTERNATIONAL FIRE CODE
- 2012 INTERNATIONAL MECHANICAL CODE
- 2005 NFPA NATIONAL ELECTRICAL CODE
- 2012 INTERNATIONAL FUEL GAS CODE
- CURRENT ILLINOIS PLUMBING CODE
- CURRENT ADA CODE

NOTE:
THIS SET OF ARCHITECTURAL DESIGN DRAWINGS DEPICTS ONLY THE DESIGN INTENT OF THE OWNER(S). CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL APPLICABLE CODES, DESIGN AND CONSTRUCTION OF ALL OTHER DISCIPLINES, INCLUDING BUT NOT LIMITED TO, STRUCTURAL, MECHANICAL, AND CIVIL ENGINEERING TO BE BY OTHERS.

Building Code Analysis - Issued July 28, 2022
Project: 100 E. Main St., Mixed-Use Restaurant & Apartments
Owner: Nickas Prud
Contractor: Prud Construction

Applicable Building Code: 2012 International Building Code

Chapter 2 - Use and Occupancy Classification
Section 202 Use Group: R-2, Residential, Section 202.3, Restaurants
Section 210 Use Group: R-2, Residential, Section 210.4, Apartments

Chapter 4 - Essential Detailed Requirements Based on Use and Occupancy

Chapter 5 - General Building Heights and Areas
Table 502 General Building Height and Area Limitations
Occupancy Group: R-2
- First Floor of Building has 11,200 SF actual height
- Per Table 502 Allowable Stories: 2, Height 62' 0"
- First Floor of Building has 11,200 SF
- Per Table 502 Allowable Square Footage Per Floor: 11,200 SF
Occupancy Group: R-2
- Actual Height = 2 stories & 22' 0" actual height
- Per Table 502 Allowable Stories: 2, Height 62' 0"
- First Floor of Building has 11,200 SF, Second floor has 5,965 sq. ft.
- Grand Total Actual Area = 17,165 SF
- Per Table 502 Allowable Square Footage Per Floor: R-2 = 7,000 SF

Section 506 Height Modifications
None Requested

Section 508 Area Modifications
None Requested

Chapter 6 - Types of Construction
Section 602 Construction Classification
- 602.3 Type 2B on first floor & 602.3.1 Type 2B on Second Floor
Type 602.1 Type 2B & 2C - No Fire Resistance Ratings are Required
Type 602.4 Fire Resistance Rating Requirements for Exterior Walls Based upon Fire Separation Distances & greater than 20' 0". Per Table 602.4 Hour Fire Rating is required

Chapter 7 - Fire Resistance Ratings
Section 702 Fire Partitions
702.3 Fire Resistance Rating: Fire partitions shall have a fire resistance rating of not less than 1 hour.
Section 711 Fire-Resistant Assemblies
711.3 Fire Resistance Rating: Horizontal assemblies separating dwelling and sleeping units in the same building shall have a fire resistance rating of not less than 1 hour.
Section 718 Connected Enclosures
718.4.3 Fire-Resistant - Per 718.2.2 include the following at ceiling level of concealed spaces in all walls.
718.4.3 Drivestops (Over garage) required in all enc. due to the driveway garage area being more than 3,000 sq. ft.

Chapter 8 - Interior Finishes
Table 802 Interior Finish and Ceiling Finish Requirements by Occupancy
Occupancy Group: R-2, Building with fire sprinkler system
- Exit Enclosures and Passageways, Class B
- Corridors, Class B
- Rooms and Enclosed Spaces, Class C
Section 804 Interior Floor Finish
804.4.1 Minimum Critical Incident Fire Use, Use Group: R, Class B
Occupancy Group: R, R-2, shall be protected with aggregate system
- Exit Enclosures and Passageways, Class C
- Corridors, Class C
- Rooms and Enclosed Spaces, Class C
Section 804 Interior Floor Finish
804.4.1 Minimum Critical Incident Fire Use, Use Group: R, Class B

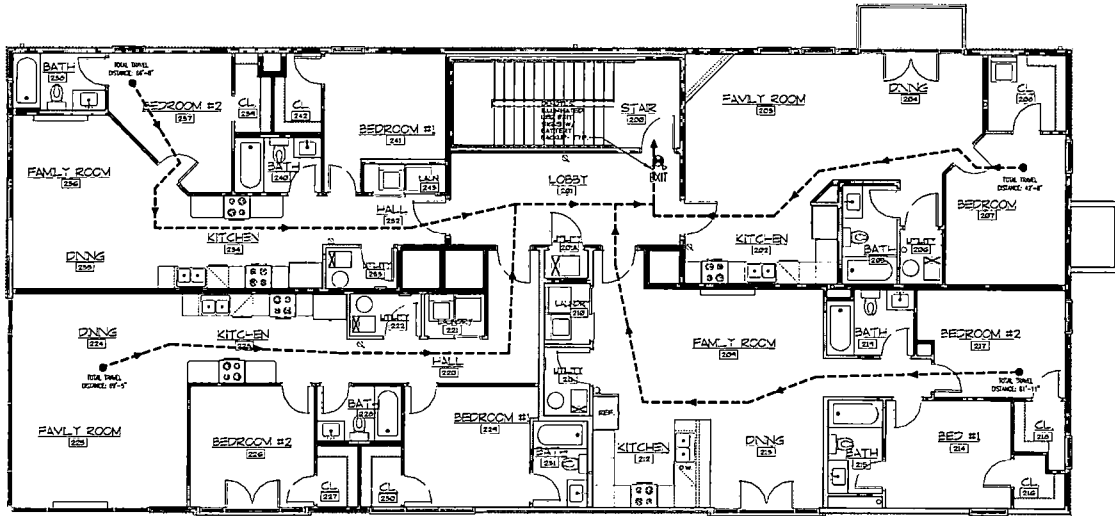
Chapter 9 - Fire Protection Systems
Section 903 Automatic Sprinkler Systems
- 903.2.1.2 - Group A-2: An automatic sprinkler system is required (Occupant load over 100).
- 903.2.1.2.1 - An automatic sprinkler system is required.
- 903.2.1.2.2 - NFPA 136A Sprinkler System
- 903.2.1.2.3 - NFPA 136B Sprinkler System
- 903.2.1.2.4 - NFPA 136C Sprinkler System - Provide per the local fire marshal and any adopted Fire Code (located in Table G 101.8) provide 1 in each and per the local fire marshal and any adopted Fire Code.
Section 907 Fire Alarm Detection Systems
- 907.2.3.8 & 907.2.8.1.1 - Fire Alarm Detection Systems not required for R-2 following the table and schedule locations

Chapter 10 - Means of Egress
Section 1004 Occupant Load
- 1004.1.2 design Occupant Load - Per Table 1004.1.2 Use Group: R-2
- 1 occupant per 15 SF Uncongregated tables and chairs & 1 occupant per 200 SF of 2-1 occupant per 500 SF
Summary of Egress Analysis
- 1004.1.2.1.1 - Egress Analysis
- 1004.1.2.1.2 - Egress Analysis
Section 1007 Accessible Means of Egress
- Provide accessible exits at all required exits
Section 1014 Exit Closures - Common Path of Egress Travel, Table 1014.5 Group: A-2 with Sprinkler System = 73 feet max, Group: R-2 with Sprinkler System = 133 feet max.
- 1014.5.1 Sprinkler - Exit doors the complete build to less than 10
Section 1017 Corridors
- Table 1017.1 with sprinkler system = 12-hour fire rating
Section 1024 Emergency Escape and Rescue
- 1024.2.1.1 Minimum Clear Height - Has clear opening of not less than 5.7 square feet.
- 1024.2.1.1 Minimum Dimensions - Height = 24 inches, Width = 20 inches

Chapter 11 - Accessibility
Accessibility shall be per the 2010 Illinois Accessibility code (Current Code)

SHEET INDEX:

GENERAL	
G.000	COVER SHEET AND CODE ANALYSIS
G.100	GENERAL NOTES AND SPECIFICATIONS
G.101	LIFE SAFETY PLAN AND ANALYSIS
G.102	LIFE SAFETY PLAN SECOND FLOOR
STRUCTURAL	
S0	TITLE SHEET
S1.0	FOUNDATION PLAN AND NOTES
S1.1	FOUNDATION DETAILS
S1.2	SHEARWALL, HEADERS & STEEL DETAIL
S1.3	BASEMENT FRAMING PLAN AND DETAILS
S2.0	COVERED ROOF FRAMING PLAN AND DETAILS
S3.0	2ND FLOOR FRAMING PLAN AND DETAILS
S3.1	2ND FLOOR DETAILS
S4.0	ROOF FRAMING PLAN AND DETAILS
S4.1	BALCONY & MISC DETAILS
ARCHITECTURAL	
D.100	EXISTING/ DEMO BASEMENT PLAN
D.200	EXISTING/ DEMO FIRST FLOOR PLAN
D.201	EXISTING/ DEMO ROOF PLAN
A.100	FOUNDATION / BASEMENT PLAN
A.200	FLOOR PLAN
A.200B	FLOOR PLAN
A.201	PATIO AND COFFEE STAND PLANS
A.202	SECOND FLOOR PLAN
A.203	FIRST FLOOR REFLECTED CEILING PLAN
A.204	PATIO AND COFFEE STAND REFLECTED CEILING PLAN
A.205	SECOND FLOOR REFLECTED CEILING PLAN
A.206	ENLARGED RESTROOM PLANS AND ADA REQUIREMENTS
A.207	CEILING DETAILS
A.208	ROOF PLAN
A.300	EXTERIOR ELEVATIONS
A.301	EXTERIOR ELEVATIONS
A.302	BUILDING SECTIONS
A.400	WALL SECTION
A.401	WALL SECTIONS
A.402	WALL SECTIONS
A.403	STAIR SECTION
A.404	TRASH ENCLOSURE DETAILS
A.500	ROOM AND DOOR SCHEDULES
A.501	WINDOW AND DOOR ELEVATIONS
A.502	PARTITION TYPES





SECOND FLOOR LIFE SAFETY PLAN
 SCALE: 1/4" = 1'-0"
 NORTH



REVISIONS:	
NO.	DATE / DESCRIPTION
NO.	DATE / DESCRIPTION

CONTRACTOR:
PFUND CONSTRUCTION
 1111111111

OWNER:
 PFUND
 100 E. MAIN ST.
 TROY, ILLINOIS 61864

ARCHITECT:
NICKAS
 ARCHITECTURE, LLC
 1111111111

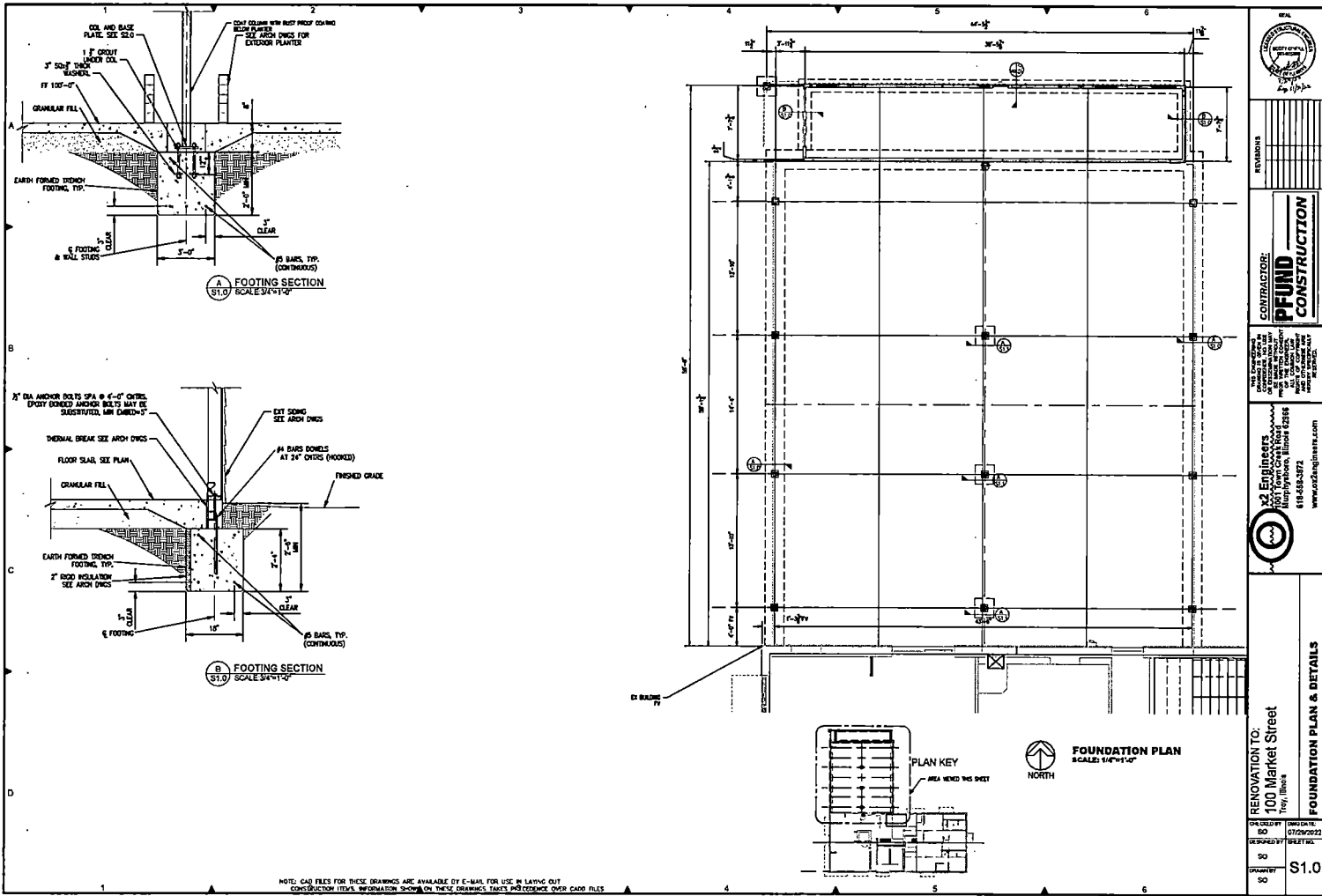
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 1007
 MIXED USE
 BUILDING
 100 E. MAIN ST.
 TROY, IL
 61864

PROJECT NO:
 22001

SHEET TITLE:
 LIFE SAFETY
 PLAN
 SECOND FLOOR

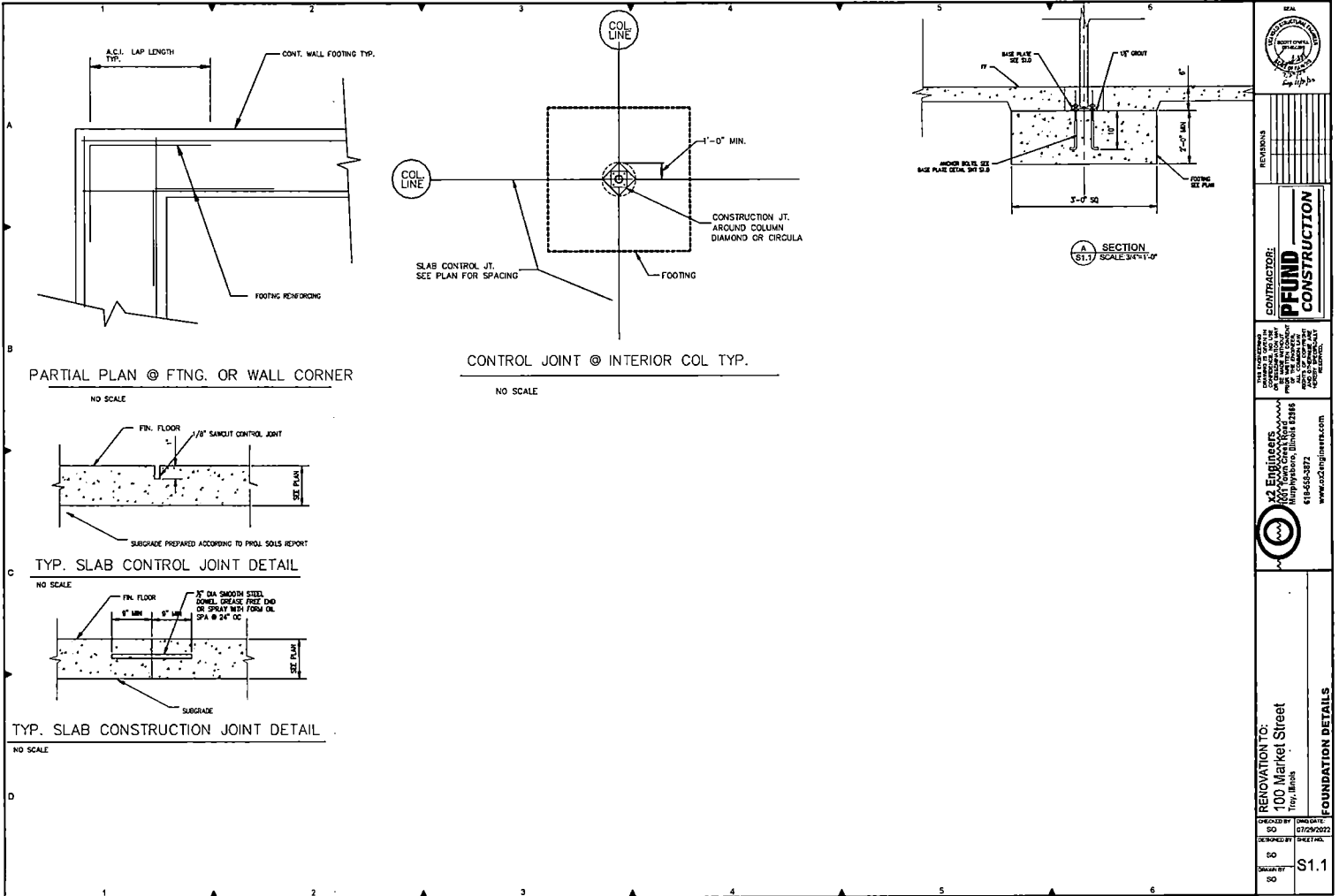
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 AUG. 05, 2022

SHEET NUMBER:
G.102

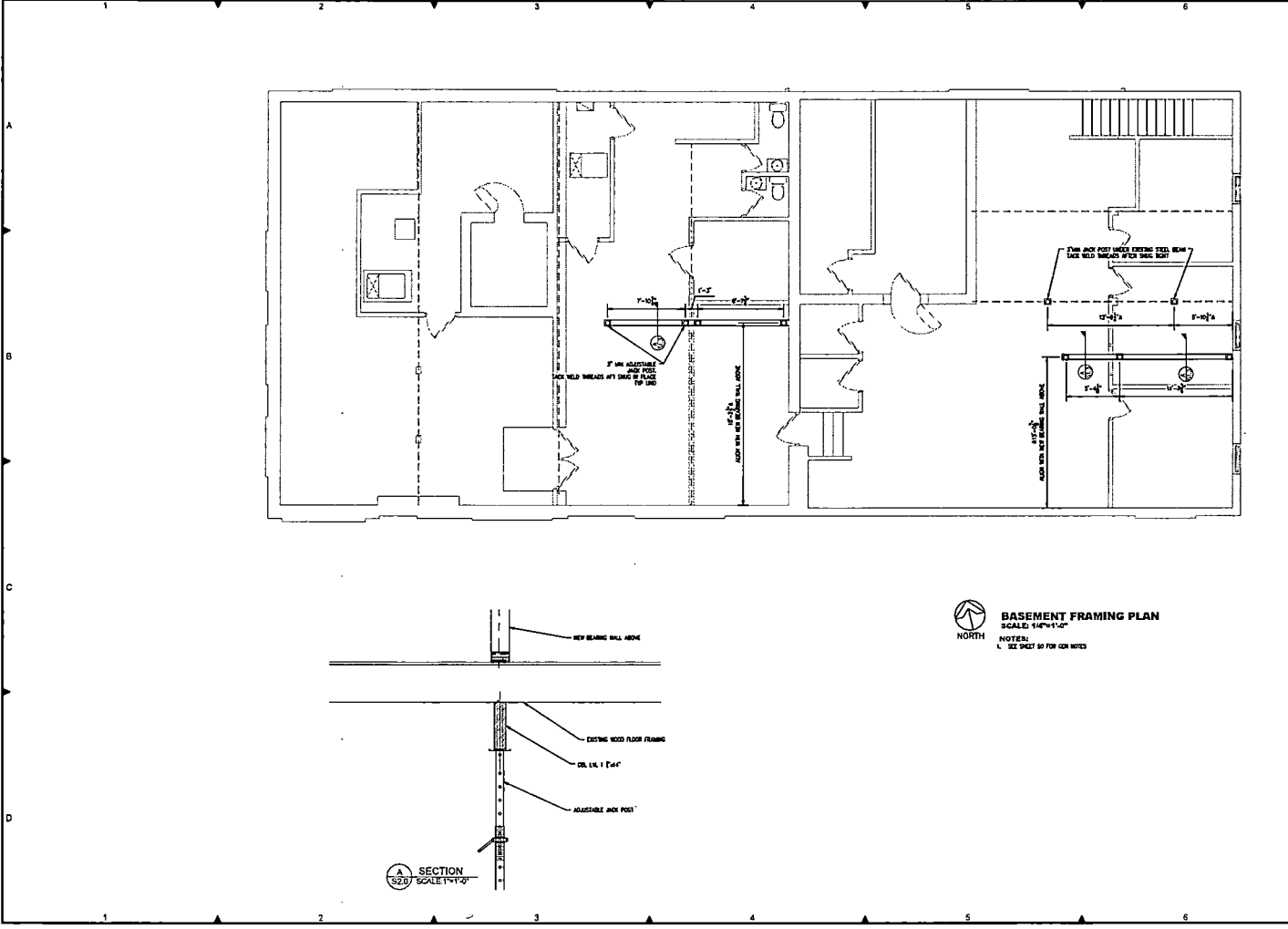


NOTE: CAD FILES FOR THESE DRAWINGS ARE AVAILABLE BY E-MAIL FOR USE IN LAYING OUT CONSTRUCTION ITEMS. INSULATION SHOWN ON THESE DRAWINGS TAKES PRECEDENCE OVER CAD FILES

REVISIONS <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>		NO.	DATE	DESCRIPTION			
NO.	DATE	DESCRIPTION					
CONTRACTOR: PFUND CONSTRUCTION							
12 Engineers 100 North LaSalle Street Suite 1000 Chicago, Illinois 60610 818-888-3972 www.pfundconstruction.com							
RENOVATION TO: 100 Market Street Troy, Illinois							
FOUNDATION PLAN & DETAILS							
CREATED BY: SO	DATE: 07/26/2022						
DESIGNED BY: SO	SHEET NO.: S1.0						



CONTRACTOR: PFUND CONSTRUCTION	
<small> CONTRACTOR'S RESPONSIBILITY: THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE FOUNDATION DETAILS SHOWN ON THIS DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. </small>	
ENGINEER: M. J. ... License No. 111111 418-658-3872 www.ccdengineering.com	
REVISIONS:	
RENOVATION TO: 100 Market Street Troy, Mich	
DESIGNED BY: SD	DATE: 07/28/2021
DRAWN BY: SD	SHEET NO.: S1.1
FOUNDATION DETAILS	



REVISIONS

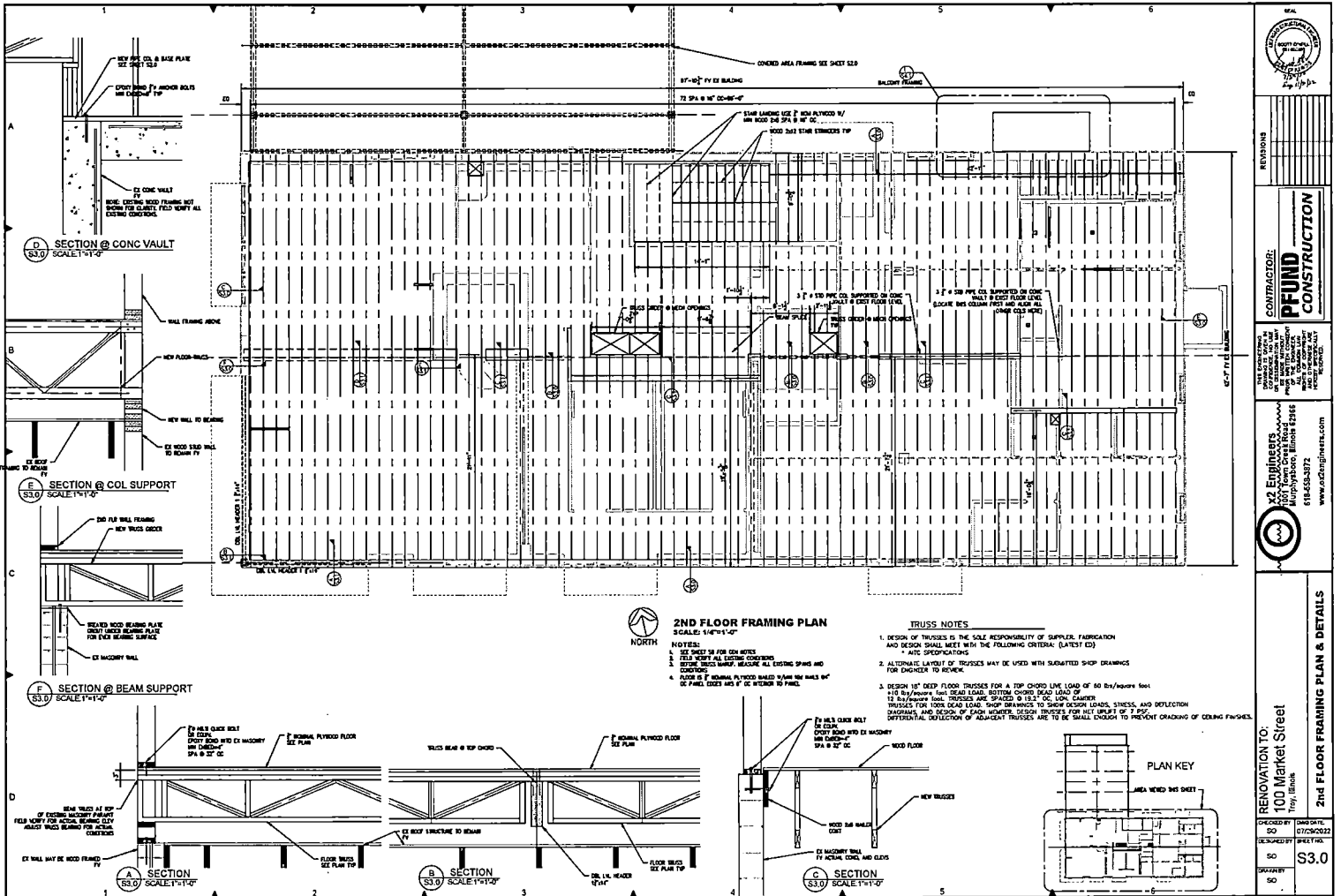
CONTRACTOR
PFLIND CONSTRUCTION

ENGINEER
A2 Engineers
 1000 North Lincoln Street, Suite 100
 Chicago, IL 60610
 618-553-3372
 www.a2engineering.com

RENOVATION TO:
 100 Market Street
 1st Floor

BASEMENT FRAMING PLAN AND DETAILS

ORDERED BY	DATE
SO	07/29/2022
DESIGNED BY	SCALE
SO	AS SHOWN
DATE	NO.
SO	S1.3



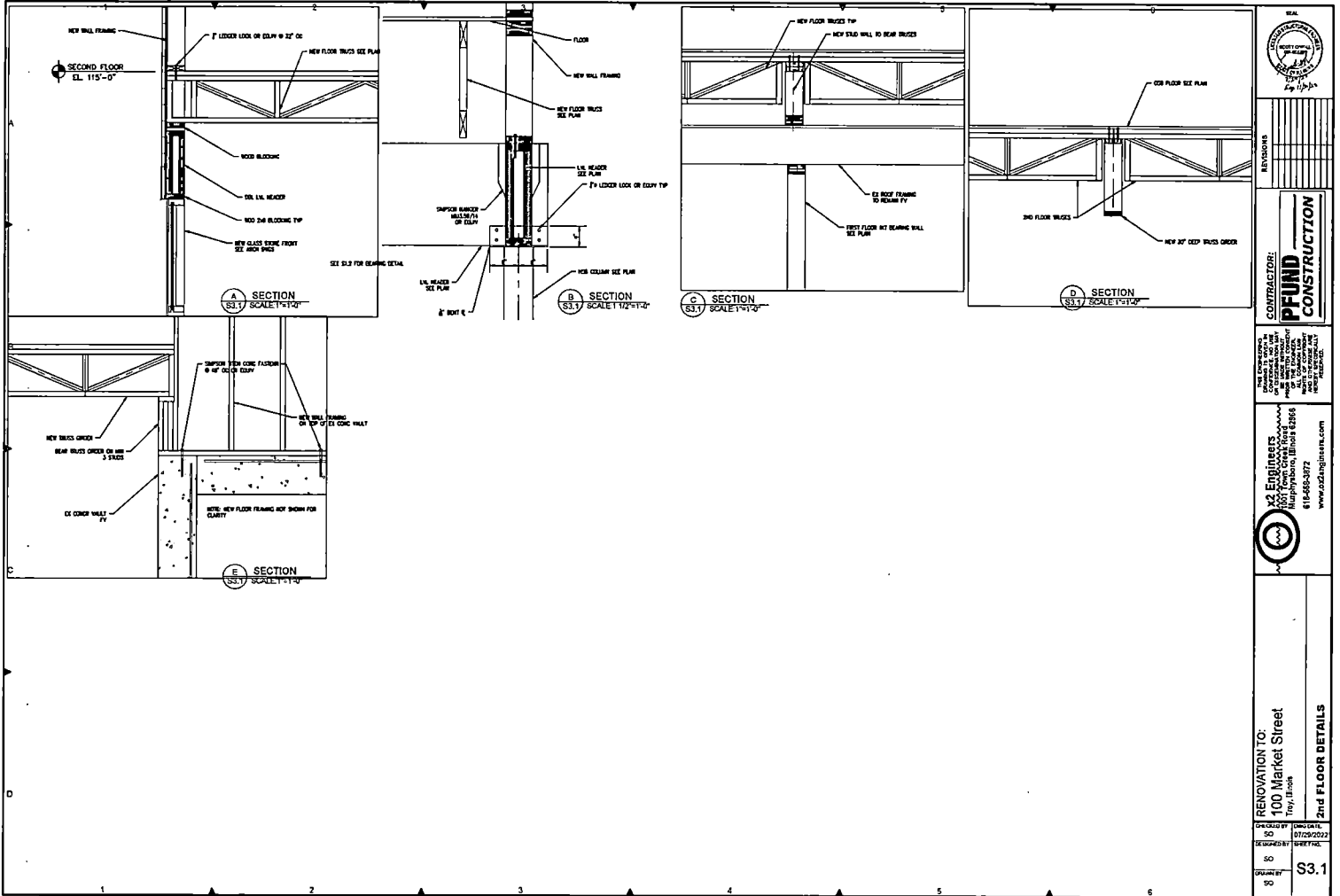
CONTRACTOR:
PFUND CONSTRUCTION

22 Engineers
 10000 Market Street
 Columbus, Ohio 43228
 614-558-8372
 www.pfundengineers.com

RENOVATION TO:
100 Market Street
 Troy, Illinois

2nd FLOOR FRAMING PLAN & DETAILS

CHECKED BY: SO DATE: 07/26/2022
 DESIGNED BY: SO
 DRAWN BY: SO
 SCALE: S3.0



CONTRACTOR:
PFUND CONSTRUCTION

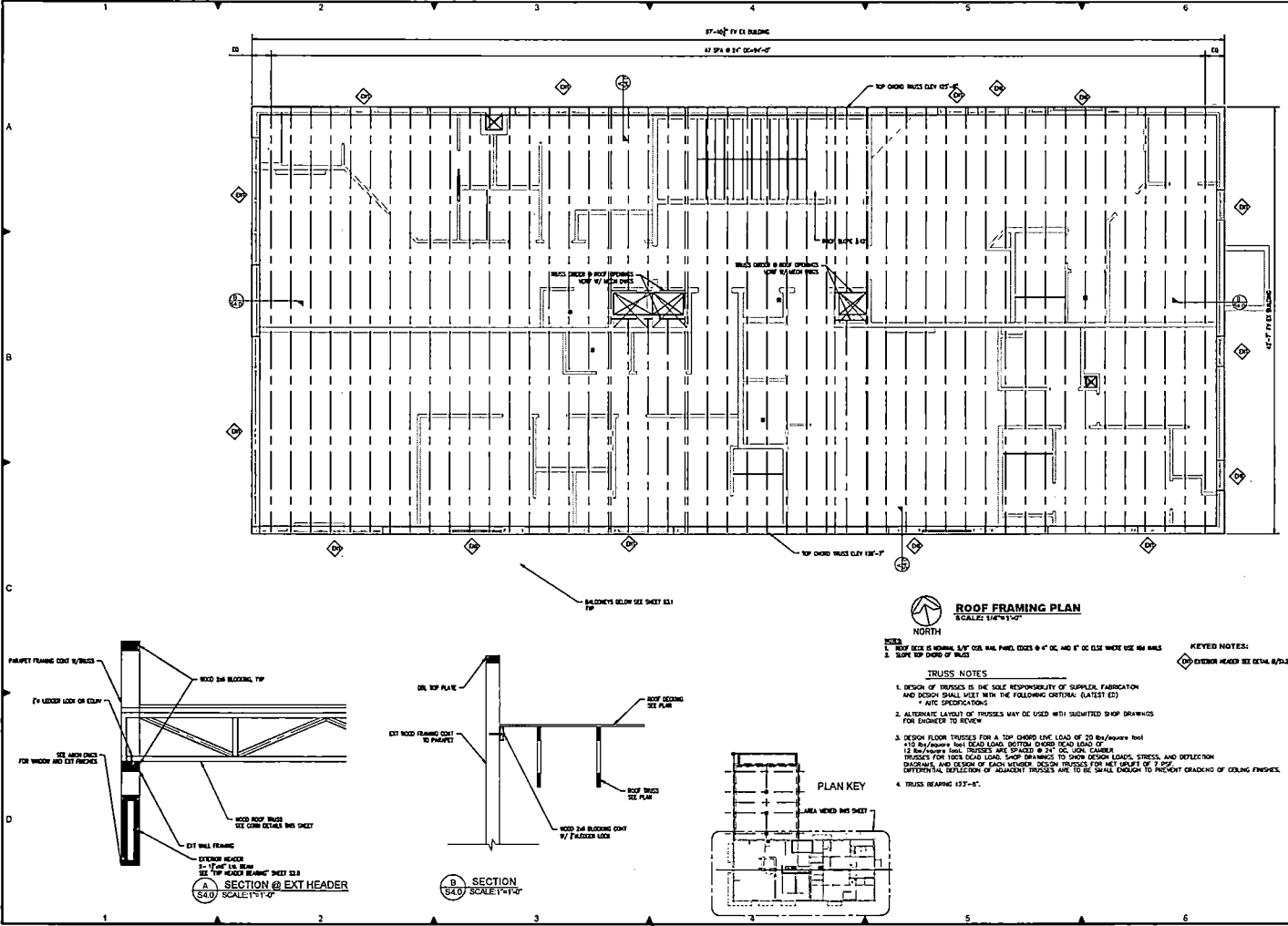
PROVIDED TO YOU BY
 AN ENGINEER
 OR ARCHITECT
 AS PART OF THE CONTRACT
 AND NOT TO BE REPRODUCED
 OR COPIED WITHOUT
 PERMISSION

12 Engineers
 1000 N. Dearborn Street
 Naperville, Illinois 62566
 616-888-8372
 www.oedengineering.com



RENOVATION TO:
100 Market Street
 Troy, Illinois
2nd FLOOR DETAILS

CREATED BY	DATE
SO	07/26/2022
REVISION BY	DATE
SO	
QUANTITY	3.1



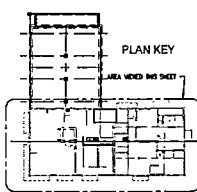
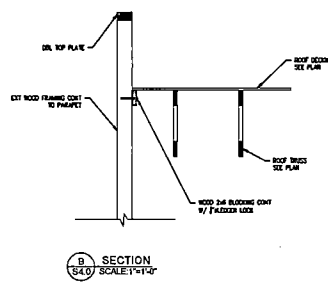
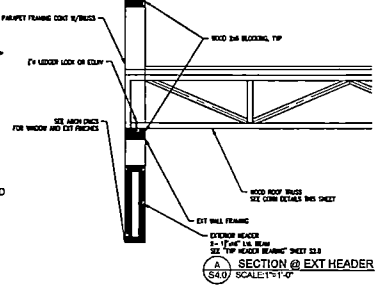
ROOF FRAMING PLAN
SCALE: 1/4"=1'-0"

- NOTES**
1. ROOF TRUSS IS MINIMUM 6"x6" O.S. W/ 2" PLY. EDGES @ 4" OC, AND 8" OC ELSE WHERE USE 2"x4" RAFTERS
 2. SLOPE TOP CHORD OF TRUSS

- TRUSS NOTES**
1. DESIGN OF TRUSSES IS THE SOLE RESPONSIBILITY OF SUPPLIER, FABRICATION AND DESIGN SHALL MEET WITH THE FOLLOWING CRITERIA: (LATEST ED)
 - a. AISC SPECIFICATIONS
 2. ALTERNATE LAYOUTS OF TRUSSES MAY BE USED WITH SIGNED SHOP DRAWINGS FOR ENGINEER TO REVIEW
 3. DESIGN FLOOR TRUSSES FOR A TOP CHORD LIVE LOAD OF 20 lbs/ft² OVER 110 lbs/ft² OVER BALCONY. BOTTOM CHORD DEAD LOAD OF 12 lbs/ft² OVER BALCONY. TRUSSES ARE SPACED @ 24" OC. USE CAMBER TRUSSES FOR LIVE LOADS. SHOP DRAWINGS TO SHOW DESIGN LOADS, STRESS, AND DEFLECTION DIAGRAMS, AND DESIGN OF EACH MEMBER. DESIGN TRUSSES FOR NET WEIGHT OF 7 PSF. DIFFERENTIAL DEFLECTION OF ADJACENT TRUSSES ARE TO BE SMALL ENOUGH TO PREVENT GRADING OF CEILING FINISHES.
 4. TRUSS BEARING 127'-0"

KEYED NOTES:

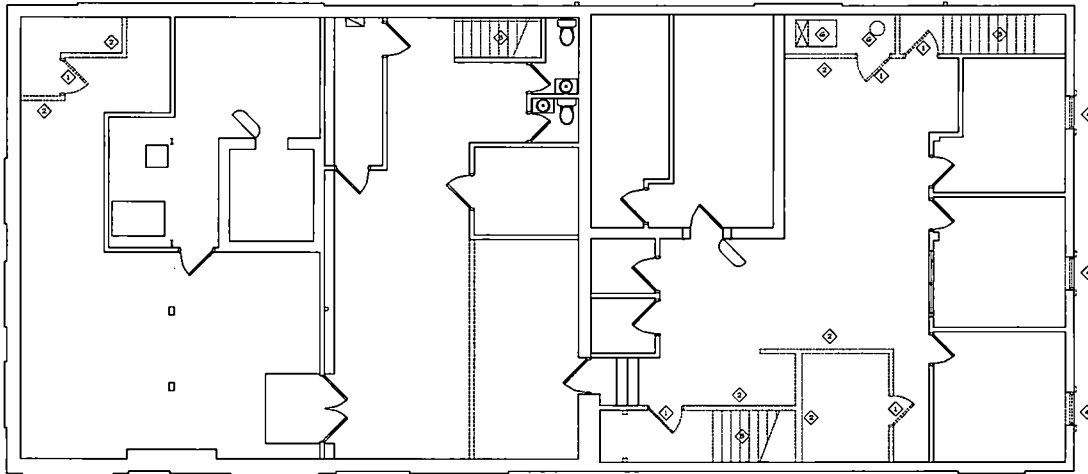
- ◇ EXTERIOR HEADER SEE DETAIL A/S4.0



<p>REVISIONS</p>	
<p>CONTRACTOR: PFUND CONSTRUCTION</p>	
<p>OWNER: 22 Engineers 100 Market Street Troy, Illinois 618-558-3872 www.22engineers.com</p>	
<p>RENOVATION TO: 100 Market Street Troy, Illinois</p>	
<p>DATE: 07/29/2022</p>	<p>SCALE: S4.0</p>

EXISTING/ DEMO PLAN KEYED NOTES:

- ◇ DEMO DOOR IN ITS ENTIRETY
- ◇ DEMO PORTION WALL IN ITS ENTIRETY
- ◇ DEMO EXISTING WALL
- ◇ DEMO EXISTING WINDOW
- ◇ DEMO EXISTING STAIR IN ITS ENTIRETY
- ◇ DEMO FURNITURE IN ITS ENTIRETY
- ◇ DEMO PORTION OF WALL TO ALLOW FOR NEW STORE FRONT WINDOWS




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



REVISIONS:

NO.	DATE	DESCRIPTION

CONTRACTOR:
PFUND CONSTRUCTION
1122 S. 10TH ST. CHICAGO, IL 60607

OWNER:
PFUND TRUST
100 E. MAIN ST. CHICAGO, IL 60601

ARCHITECT:
NICKAS ARCHITECTURE, A.L.C.
124 N. LAUREL ST. CHICAGO, IL 60610
 PH: 312.467.1111 FAX: 312.467.1111

PROJECT INFO:
 TRISTAR MIXED USE BUILDING
 100 E. MAIN ST.
 CHICAGO, IL 60601

PROJECT NO:
 22007

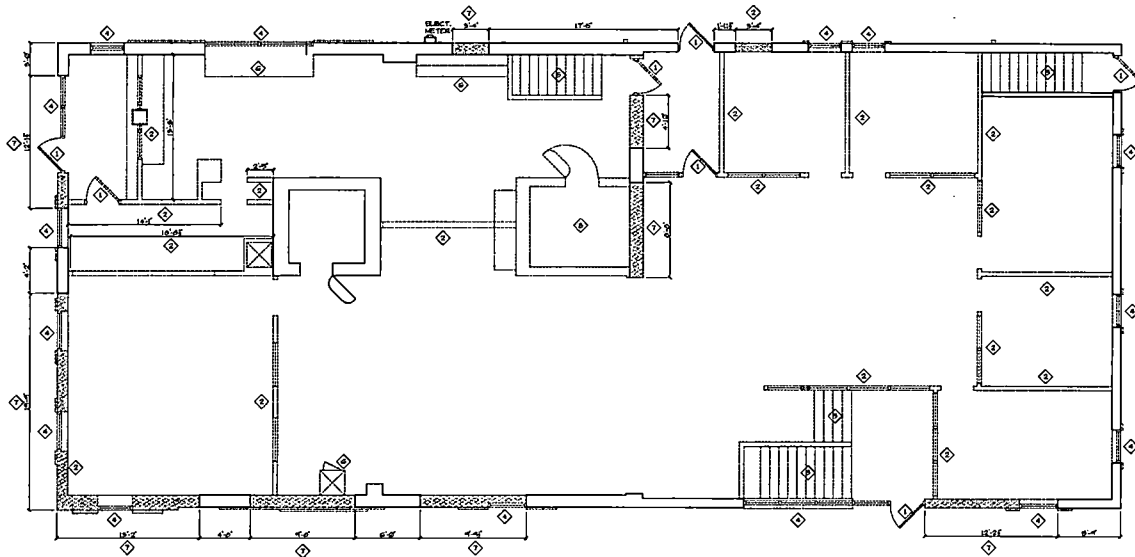
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 EXISTING/ DEMOLITION BASEMENT PLAN

DATE:
 AUG. 05, 2022

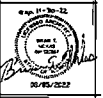
SHEET NUMBER:
D.100

EXISTING/ DEMO PLAN KEYED NOTES

- ◇ DEAD DOOR IN ITS ENTIRETY
- ◇ DEAD PORTION WALL IN ITS ENTIRETY
- ◇ DEAD EXISTING WALL
- ◇ DEAD EXISTING WINDOW
- ◇ DEAD EXISTING STAIR IN ITS ENTIRETY
- ◇ DEAD FUTURE IN ITS ENTIRETY
- ◇ DEAD PORTION OF WALL TO ALLOW FOR NEW STORE FRONT WINDOWS



EXISTING/ DEMO FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0"
 NORTH



REVISIONS:	
NO.	DATE
DESCRIPTION:	
NO.	DATE
DESCRIPTION:	

CONTRACTOR:
FRIND CONSTRUCTION
 414 E. 10TH ST.
 TROY, MI 48067

OWNER:
 FRIND
 120 E. MARKET STREET
 TROY, MI 48067

ARCHITECT:
NICKAS ARCHITECTURE, LLC
 121 E. MARKET STREET
 TROY, MI 48067

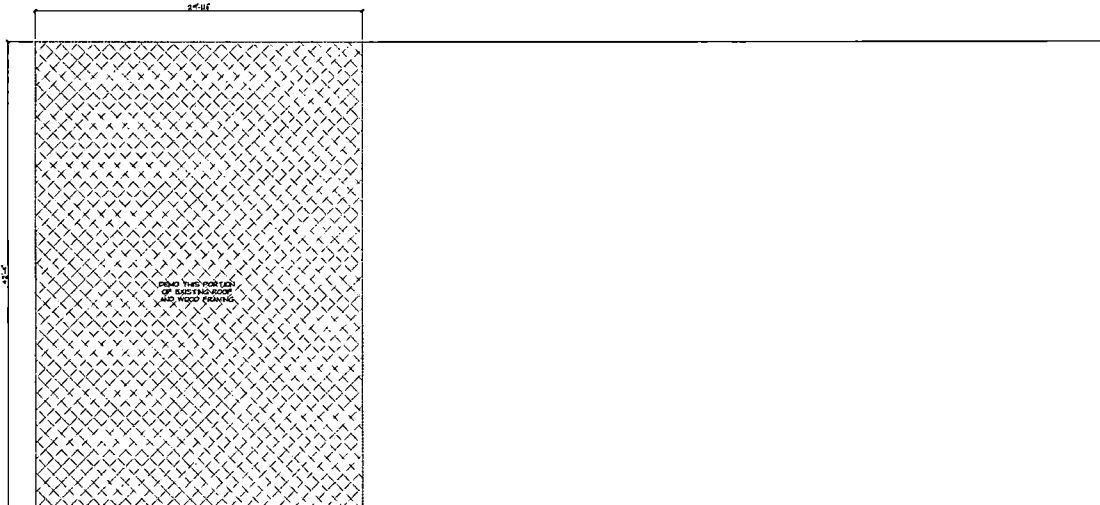
PROJECT INFO:
 TROY
 MIXED USE
 OUTLETS
 100 E. MAIN ST.
 TROY, MI 48067

PROJECT NO.:
 22007

SHEET TITLE:
 EXISTING/
 DEMOLITION
 FIRST FLOOR
 PLAN

DATE:
 AUG. 05, 2022

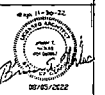
SHEET NUMBER:
D.200



1
D.201

EXISTING/ DEMO ROOF PLAN

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



REVISIONS:

NO. DATE DESCRIPTION

NO. DATE DESCRIPTION

CONTRACTOR:
PFUND CONSTRUCTION
11410 10TH ST
DENVER, CO 80231

OWNER:
PFUND
100 E MAIN ST
DENVER, CO 80202

ARCHITECT:
NICKAS
ARCHITECTURE LLC
100 E MAIN ST
DENVER, CO 80202

PROJECT INFO:
TRIST
MIXED USE
BUILDING
100 E MAIN ST
DENVER, CO
80202

PROJECT NO:
22007

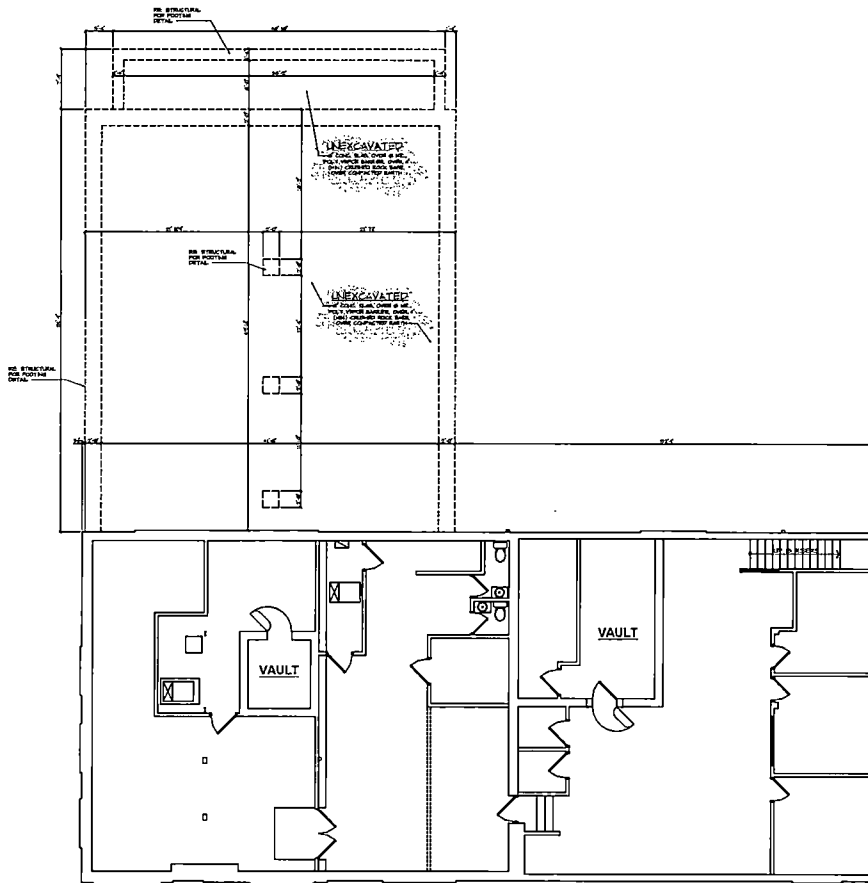
SHEET TITLE:

EXISTING/
DEMOLITION
ROOF
PLAN

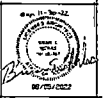
DATE:
AUG. 05, 2022

SHEET NUMBER:

D.201



1 FOUNDATION/ BASEMENT PLAN
 (A100) SCALE 1/4" = 1'-0"
 NORTH



NO.	DATE	DESCRIPTION

CONTRACTOR:
PFUND CONSTRUCTION
 100 E. MAIN ST.
 PROY, ILLINOIS 62204

OWNER:
PFUND
 100 E. MAIN ST.
 PROY, ILLINOIS 62204

ARCHITECT:
NICKAS ARCHITECTURE, LLC
 100 E. MAIN ST.
 PROY, ILLINOIS 62204

PROJECT INFO:
 TRUCK
 MIXED USE
 BUILDING
 100 E. MAIN ST.
 PROY, IL
 62204

PROJECT NO:
 72007

SHEET TITLE:
 FOUNDATION/
 BASEMENT PLAN

DATE:
 AUG. 05, 2022

SHEET NUMBER:
A.100

FLOOR PLAN KEYED NOTES

- ① 60" D. X 44" WIDE ADA PULL SIDE DOOR CLEAR FLOOR SPACE.
- ② 48" D. X 48" WIDE ADA PUSH SIDE DOOR CLEAR FLOOR SPACE.



REVISIONS:

NO.	DATE	DESCRIPTION

CONTRACTOR:
PFUND CONSTRUCTION
 100 E. MAIN ST. SUITE 200
 TROY, IL 61864

OWNER:
 PFUND
 100 E. MAIN ST. SUITE 200
 TROY, IL 61864

ARCHITECT:
NICKAS ARCHITECTURE, L.L.C.
 100 E. MAIN ST. SUITE 200
 TROY, IL 61864

PROJECT INFO:
 1007
 MIXED USE
 BUILDING
 100 E. MAIN ST.
 TROY, IL
 61864

PROJECT NO.:
 22001

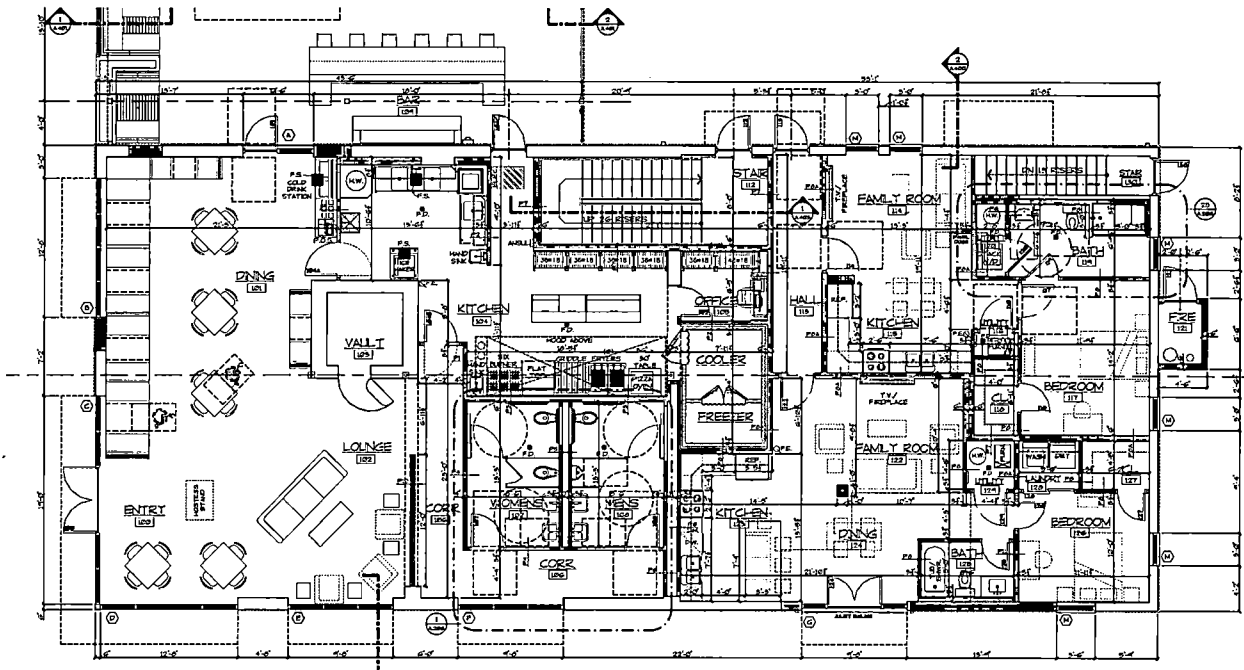
SHEET TITLE:

FLOOR PLAN

DATE:
 AUG. 05, 2022

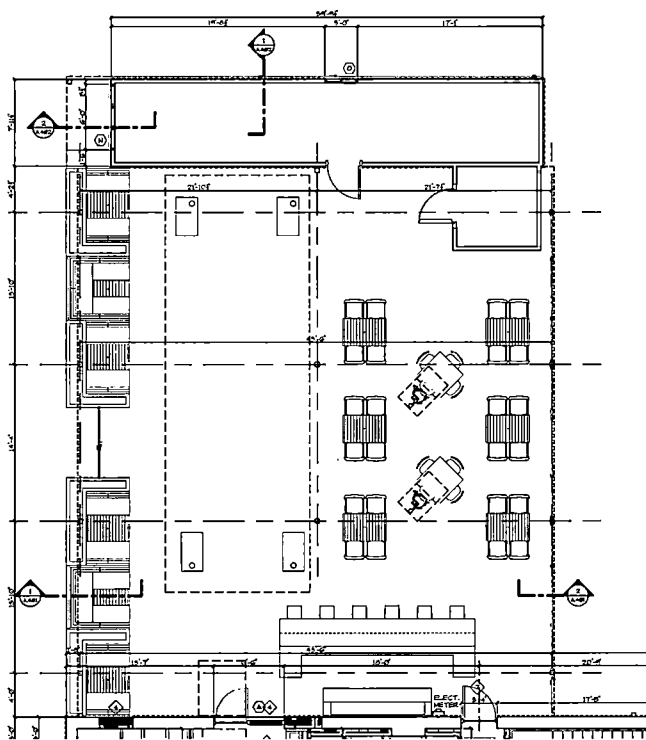
SHEET NUMBER:
A.200B



ADAPTABLE APARTMENT A
1 BED (R-2)
670 SQ. FT.

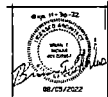


GROSS AREA FOOTPRINT = 4,143 SQ. FT.

1 FLOOR PLAN
 SCALE 1/4" = 1'-0"
 TITLE NORTH





1 PATIO AND COFFEE STAND PLANS
 A.201 SCALE: 1/4" = 1'-0"



REVISIONS:	
NO.	DATE / DESCRIPTION
NO.	DATE / DESCRIPTION

CONTRACTOR:
PRUND CONSTRUCTION
 100 E. MAIN ST. TROY, IL 61824

OWNER:
PRUND PROJECT
 100 E. MAIN ST. TROY, IL 61824

ARCHITECT:
NICKAS ARCHITECTURE, LLC.
 100 E. MAIN ST. TROY, IL 61824

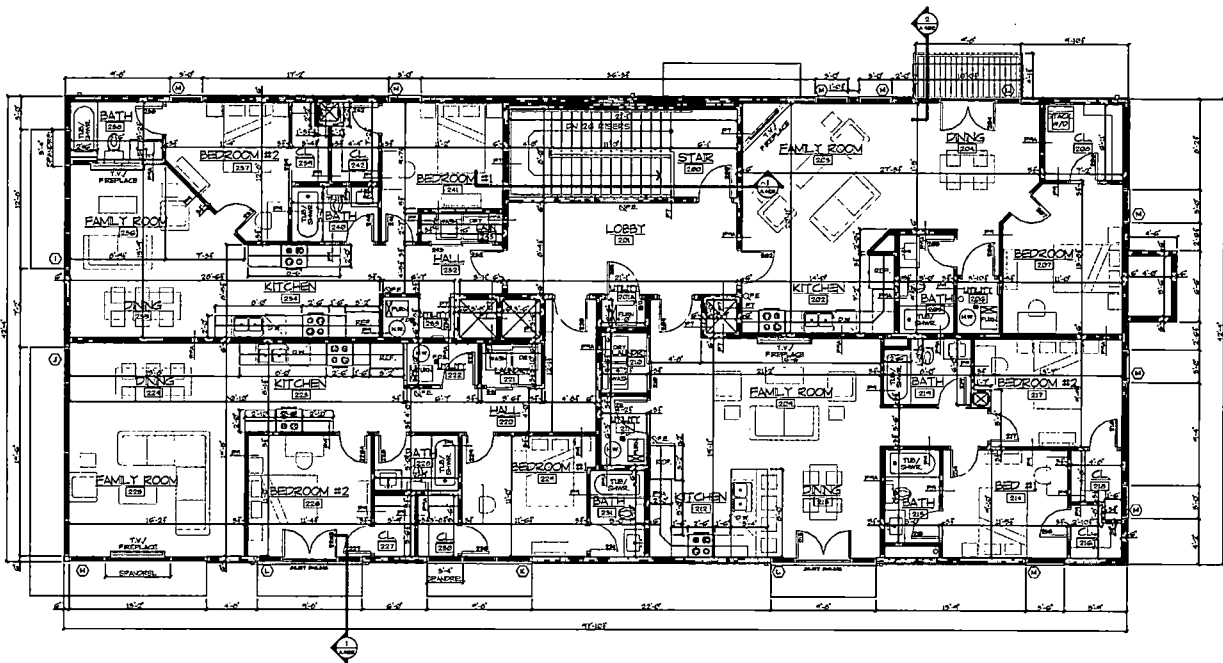
PROJECT INFO:
 TROY MIXED USE BUILDING
 100 E. MAIN ST. TROY, IL 61824

PROJECT NO:
 22007

SHEET TITLE:
 PATIO AND COFFEE STAND PLANS

DATE:
 AUG. 05, 2022

SHEET NUMBER:
A.201





SECOND FLOOR PLAN
 SCALE: 1/4" = 1'-0"



NO.	DATE	DESCRIPTION

CONTRACTOR:
FRUND CONSTRUCTION

OWNER:
 FRUND RESET
 100 E. MAIN ST.
 FROY, ILLINOIS 62294

ARCHITECT:
NICKAS
 ARCHITECTURE, L.L.C.
 100 E. MAIN ST.
 FROY, ILLINOIS 62294

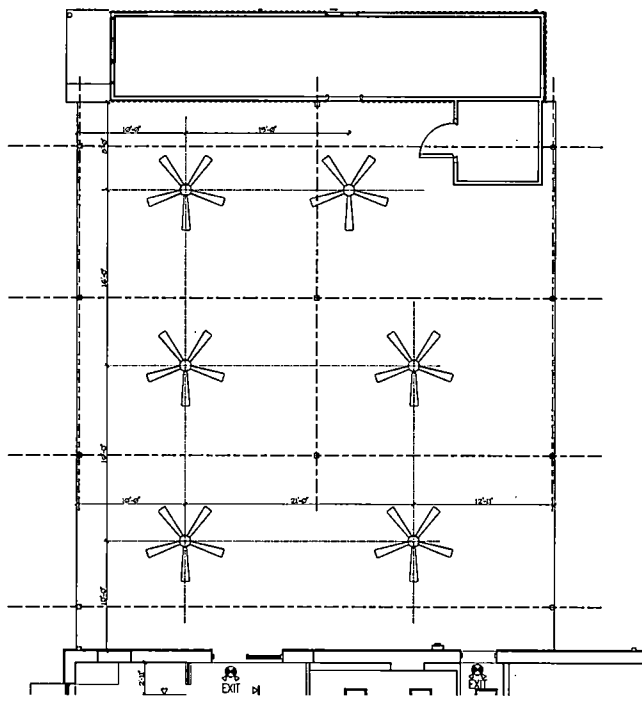
PROJECT INFO:
 FROY
 MIXED USE
 BUILDING
 100 E. MAIN ST.
 FROY, IL
 62294

PROJECT NO:
 22007

SHEET TITLE:
 SECOND FLOOR PLAN

DATE:
 AUG. 05, 2022

SHEET NUMBER:
A.202



1 PATIO AND COFFEE STAND REFLECTED CEILING PLAN
 SCALE: 1/4" = 1'-0"



REVISIONS:

NO.	DATE	DESCRIPTION

CONTRACTOR:
PRIND CONSTRUCTION
 618 E. 10TH ST.

OWNER:
PRIND STREET
 100 E. MAIN ST.
 TROY, IL 61864

ARCHITECT:
NICKAS ARCHITECTURE, LLC
 240 N. WASHINGTON ST., SUITE 100
 TROY, IL 61864

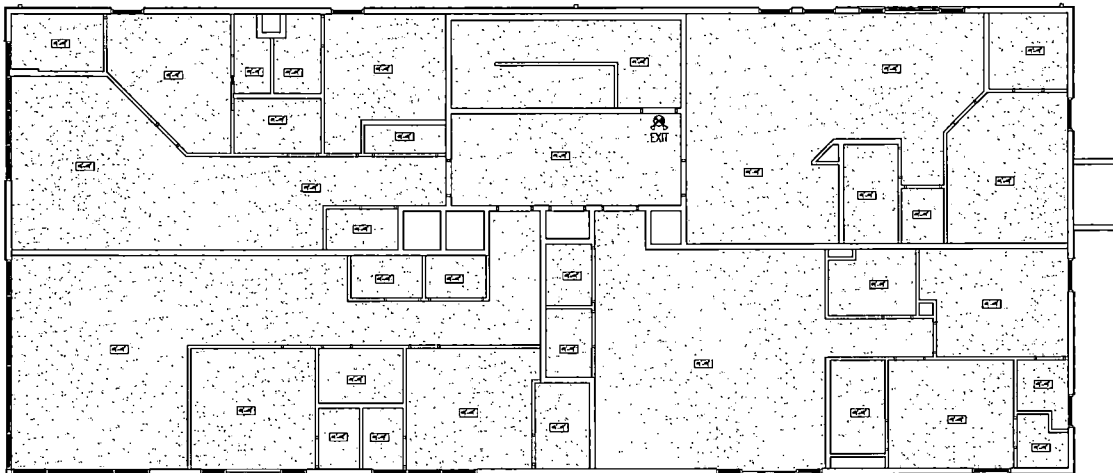
PROJECT INFO:
 TROY
 MIXED USE
 BUILDING
 100 E. MAIN ST.
 TROY, IL 61864

PROJECT NO:
 22007

SHEET TITLE:
 PATIO AND COFFEE
 STAND REFLECTED
 CEILING PLAN

DATE:
 AUG. 05, 2022

SHEET NUMBER:
A.204



NOTE:
 ALL RECESSED LIGHTS AND
 DIMMER SWITCHES TO BE
 INSTALLED TO BE
 COORDINATED WITH
 ELECTRICAL S.I.



1
 A.205

REFLECTED CEILING PLAN

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



NO.	DATE	DESCRIPTION

CONTRACTOR:
PRIND CONSTRUCTION
 11111 11111

OWNER:
PRIND PROJECT
 100 E MAIN ST.
 TROY, MI 48064

ARCHITECT:
NICKAS ARCHITECTS, LLC
 100 E MAIN ST.
 TROY, MI 48064

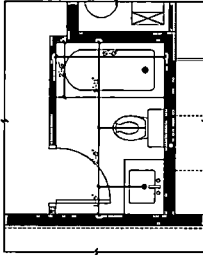
PROJECT INFO:
 MIXED USE
 BUILDING
 100 E MAIN ST.
 TROY, MI 48064

PROJECT NO:
 22007

SHEET TITLE:
 REFLECTED
 CEILING PLAN

DATE:
 AUG. 05, 2022

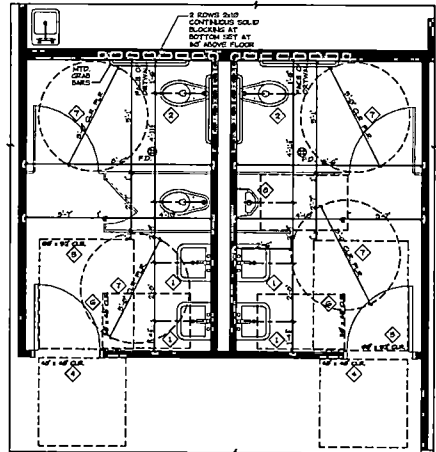
SHEET NUMBER:
A.205



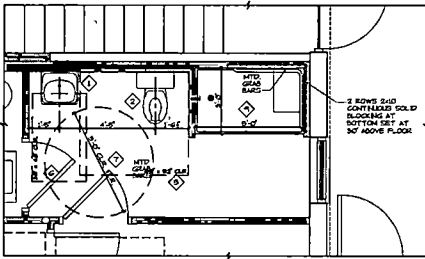
2 TYPICAL APARTMENT ENLARGED RESTROOM
 A.206 SCALE: 1/2" = 1'-0"
 NORTH

ENLARGED FLOOR PLAN KEYED NOTES

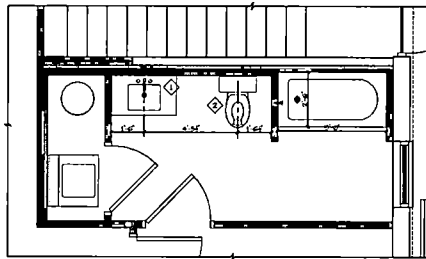
- ◆ ADA WALL HANG LAVATORY.
- ◆ ADA WALL TANK WATER CLOSET
- ◆ 48" D. X 48" WIDE ADA PUSH SIDE DOOR CLEAR FLOOR SPACE.
- ◆ 60" D. X 84" WIDE ADA FULL SIDE DOOR CLEAR FLOOR SPACE.
- ◆ 48" D. X 84" WIDE ADA LAVATORY CLEAR FLOOR SPACE.
- ◆ 60" DIAMETER TURN AROUND ADA CLEARANCE CIRCLE IN RESTROOM.
- ◆ 60" D. X 84" WIDE WATER CLOSET CLEAR FLOOR SPACE.
- ◆ ADA LAVENL.



1 ENLARGED RESTROOM
 A.206 SCALE: 1/2" = 1'-0"
 NORTH

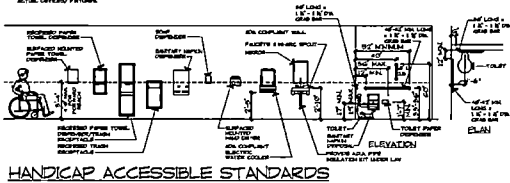


2B ENLARGED ADAPTABLE RESTROOM
 A.206 SCALE: 1/2" = 1'-0"
 NORTH

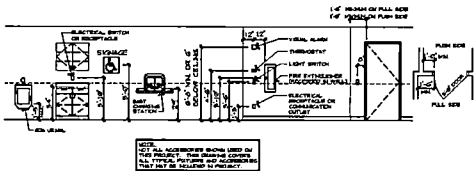


2 ENLARGED RESTROOM
 A.206 SCALE: 1/2" = 1'-0"
 NORTH

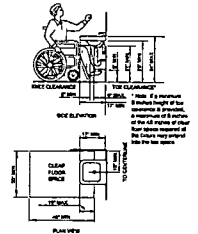
REVISIONS: NO. DATE DESCRIPTION
 NO. DATE DESCRIPTION



HANDICAP ACCESSIBLE STANDARDS



ADA LAVATORY STANDARDS



© 2022
 8/15/2022

REVISIONS:
 NO. DATE DESCRIPTION
 NO. DATE DESCRIPTION

CONTRACTOR:
PRIND CONSTRUCTION
 1711 E. 12TH ST.
 CHICAGO, IL 60605

OWNER:
PRIND CONSTRUCTION
 100 E. MAIN ST.
 TROY, ILLINOIS 61874

ARCHITECT:
NICKAS ARCHITECTURAL LLC
 100 E. MAIN ST.
 TROY, ILLINOIS 61874

PROJECT INFO:
 TROY MIXED USE BUILDING
 100 E. MAIN ST.
 TROY, IL 61874

PROJECT NO.:
 2007

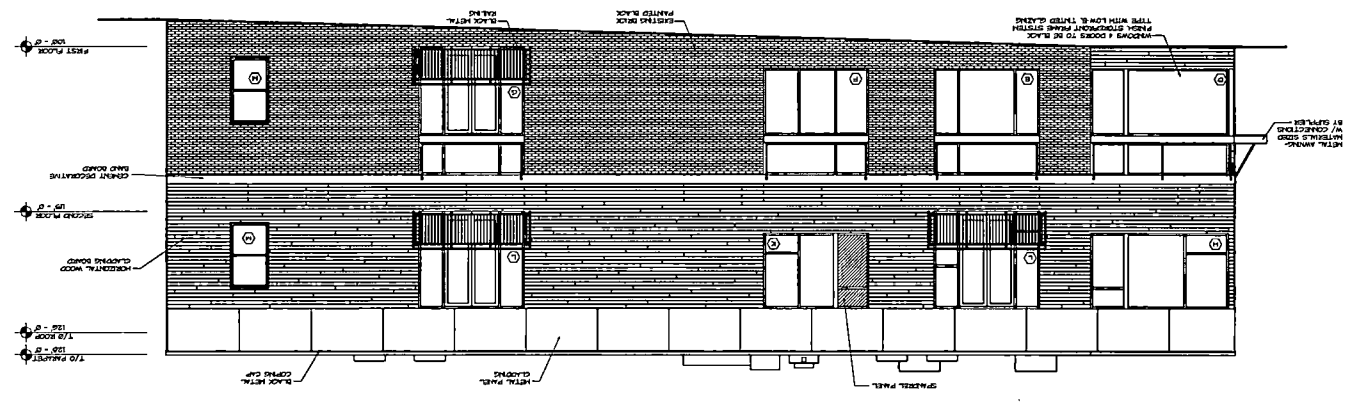
SHEET TITLE:
 ENLARGED RESTROOM PLANS AND ADA REQUIREMENTS

DATE:
 AUG. 05, 2022

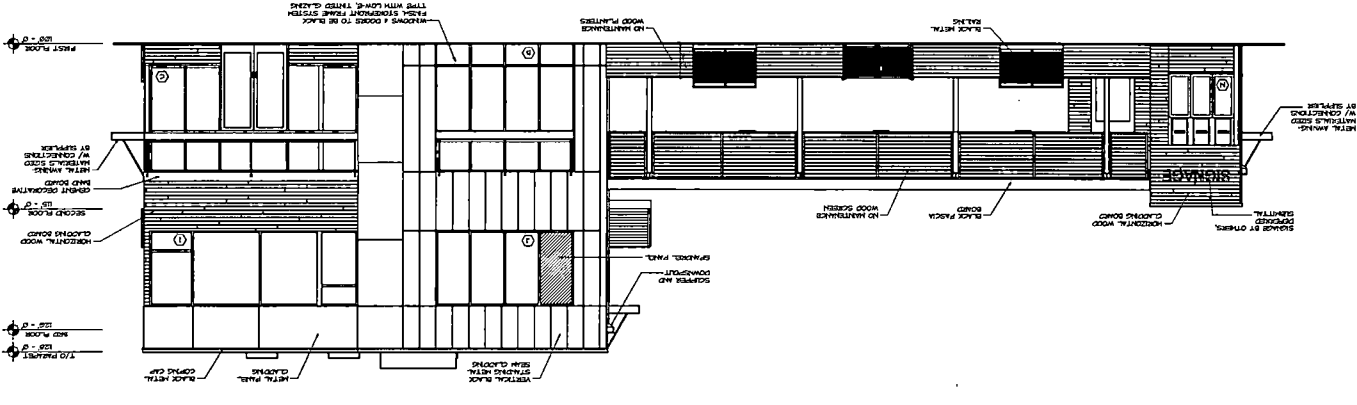
SHEET NUMBER:
A.206

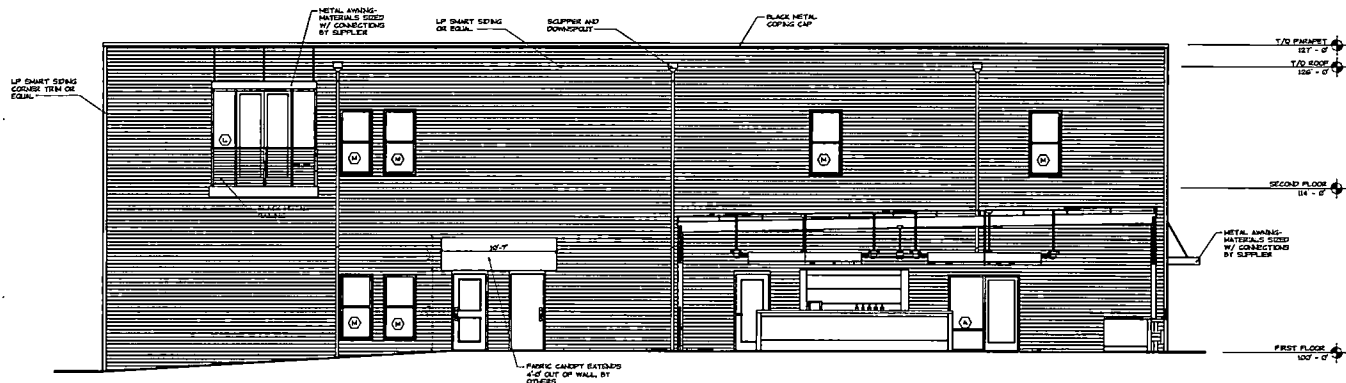
A.300
 SHEET NUMBER
 DATE: AUG 05, 2022
 EDITIONS
 SHEET TITLE:
 PROJECT NO.: 22007
 PROJECT INFO:
 100 E MAIN ST
 1000
 1000
 ARCHITECT:
NICKAS
 1000
 OWNER:
PRIMO CONSTRUCTION
 1000
 CONTRACTOR:
PRIMO CONSTRUCTION
 1000
 REVISIONS:
 NO. DATE DESCRIPTION
 NO. DATE DESCRIPTION

2 RIGHT SOUTH ELEVATION
 SCALE 1/4" = 1'-0"

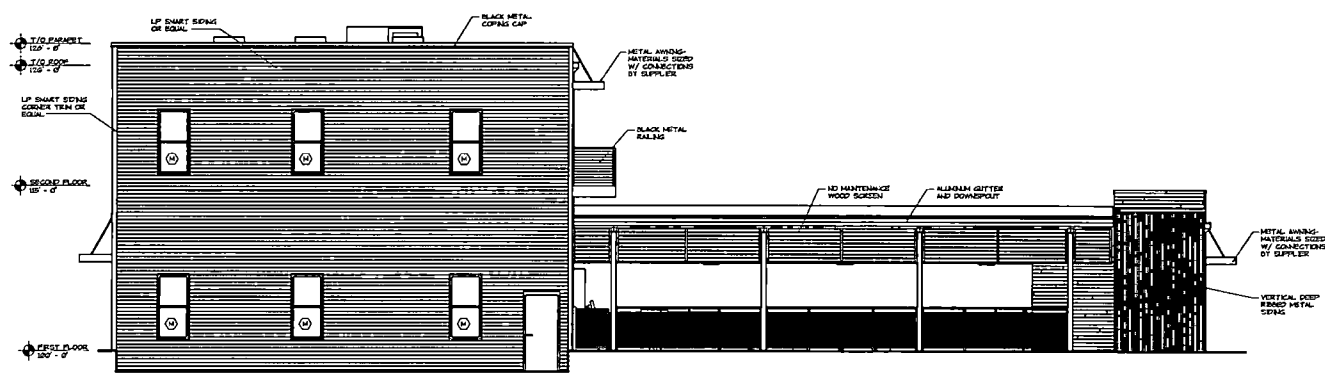


1 FRONT WEST ELEVATION
 SCALE 1/4" = 1'-0"





1 BACK/ NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 REAR/ EAST ELEVATION
SCALE: 1/4" = 1'-0"

REVISIONS:
 NO. DATE DESCRIPTION
 NO. DATE DESCRIPTION

CONTRACTOR:
PFUND CONSTRUCTION
 100 E. MARKET STREET
 TROY, ILLINOIS 61874

OWNER:
NICKAS
 ARCHITECTURE, LLC
 100 E. MARKET STREET
 TROY, ILLINOIS 61874

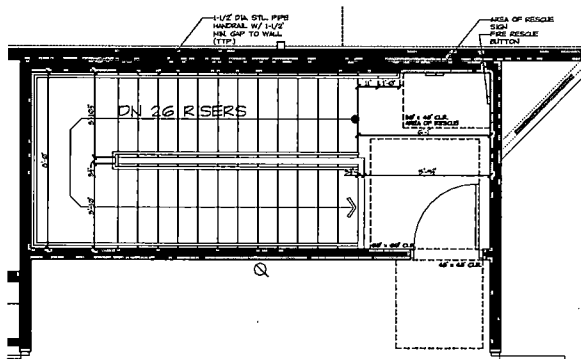
PROJECT INFO:
 1007
 MIXED USE
 BUILDING
 100 E. MAIN ST.
 TROY, IL 61874

PROJECT NO:
 22007

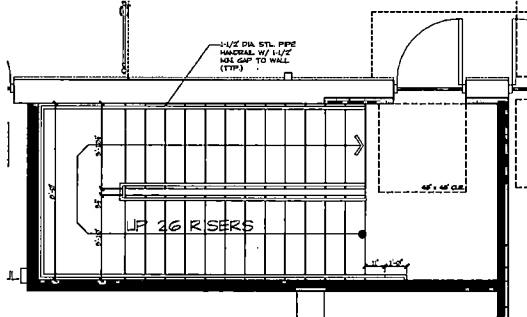
SHEET TITLE:
 EXTERIOR ELEVATIONS

DATE:
 AUG. 05, 2022

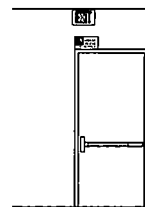
SHEET NUMBER:
A.301



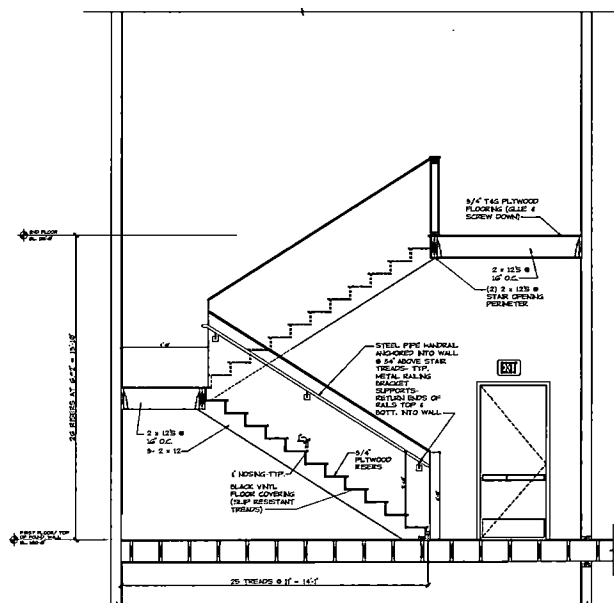
3 ENLARGED SECOND FLOOR STAIR PLAN
A.403 SCALE 1/2" = 1'-0"



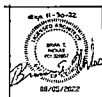
2 ENLARGED FIRST FLOOR STAIR PLAN
A.403 SCALE 1/2" = 1'-0"



4 2ND FLOOR ELEVATION @ EXIT STAIR
A.403 SCALE 1/2" = 1'-0"



1 STAIR SECTION
A.403 SCALE 1/2" = 1'-0"



NO.	DATE	DESCRIPTION

CONTRACTOR:
PRIND CONSTRUCTION

OWNER:
PRIND
100 E. MAIN ST.
TROY, ALABAMA 36084

ARCHITECT:
NICKAS
ARCHITECTURE LLC
100 E. MAIN ST.
TROY, ALABAMA 36084

PROJECT INFO:
TYPE: MIXED USE RESIDING
100 E. MAIN ST.
TROY, AL 36084

PROJECT NO:
22007

SHEET TITLE:
WALL SECTIONS

DATE:
AUG. 05, 2022

SHEET NUMBER:
A.403

A.404

SHEET NUMBER: A.404
 DATE: AUG 03, 2022

PROJECT NO. 2001
 PROJECT TITLE: TRASH ENCLOSURE DETAILS

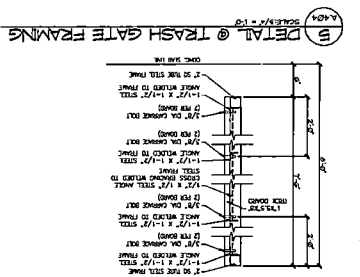
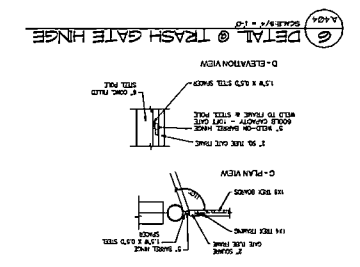
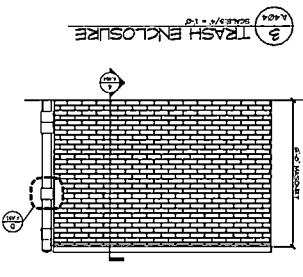
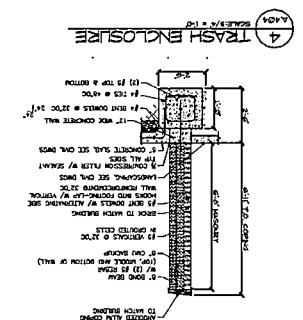
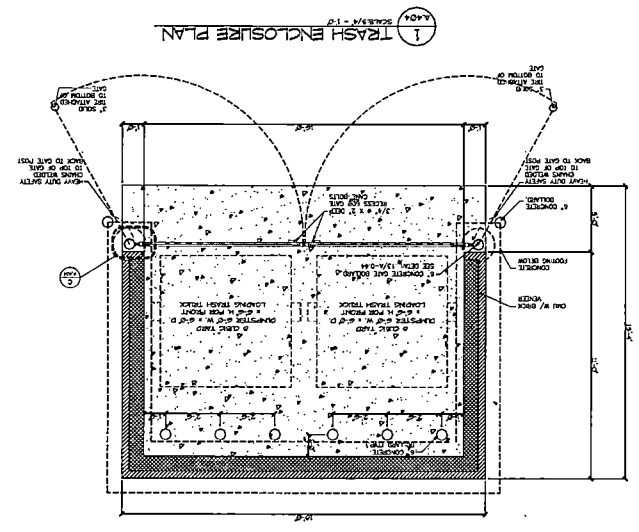
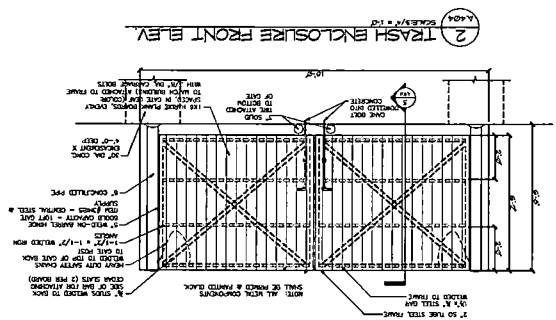
ARCHITECT: **NICKAS**
 ARCHITECTURAL FIRM, LLC
 100 E. NORTH ST., SUITE 200
 CHICAGO, IL 60610

OWNER: **PRIND CONSTRUCTION**
 100 E. NORTH ST., SUITE 200
 CHICAGO, IL 60610

CONTRACTOR: **PRIND CONSTRUCTION**
 100 E. NORTH ST., SUITE 200
 CHICAGO, IL 60610

NO. DATE DESCRIPTION
 NO. DATE DESCRIPTION

REVISIONS:
 08/11/2022



REVISIONS:

NO.	DATE	DESCRIPTION

CONTRACTOR:
FUND CONSTRUCTION

OWNER:
GRAND RIVER TRON ALUMINUM
 105 E. ALUMINUM BLVD
 TROY, MI 48068

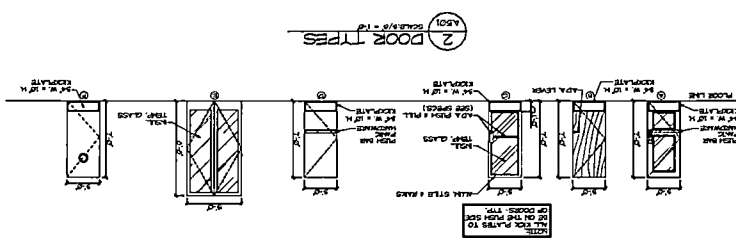
ARCHITECT:
NICKAS ARCHITECTURE, LLC
 1001 W. WYOMING ST.
 TROY, MI 48068

PROJECT INFO:
 PROJECT NO. 23001
 1001 W. WYOMING ST.
 TROY, MI 48068

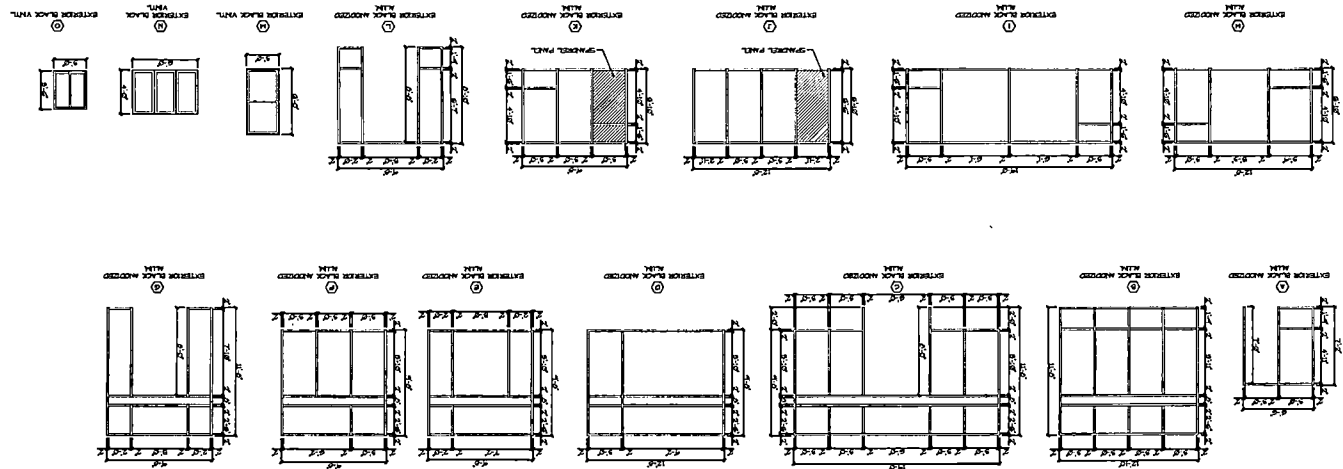
SHEET TITLE:
 WINDOW AND DOOR ELEVATIONS

DATE:
 AUG. 05, 2022

SHEET NUMBER:
A.501



1 EXTERIOR WINDOW / DOOR FRAME ELEVATIONS
 SCALE: 1/4" = 1'-0"





REVISIONS:

NO.	DATE	DESCRIPTION

CONTRACTOR:
PRIND CONSTRUCTION
 100 E. ALVING ST. #204
 DENVER, CO 80202

OWNER:
NICKAS ASSOCIATES, LLC
 100 E. ALVING ST. #204
 DENVER, CO 80202

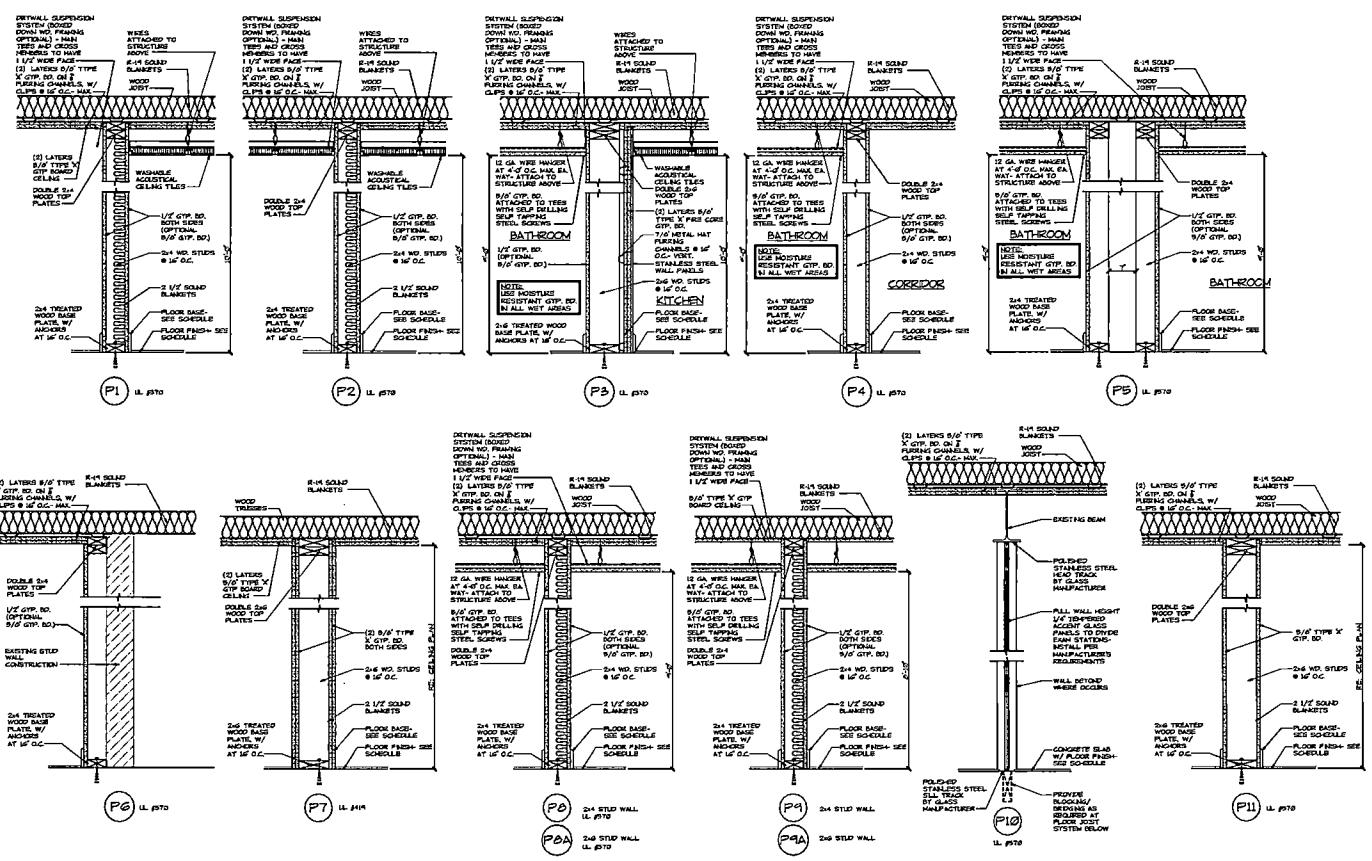
PROJECT INFO:
 TRISTY MIXED USE BUILDING
 100 E. MAIN ST.
 FLOOR 11
 81294

PROJECT NO:
22007

SHEET TITLE:
PARTITION TYPES & DOOR ELEVATIONS

DATE:
AUG. 05, 2022

SHEET NUMBER:
A.502



1 PARTITION TYPES
 SCALE: 1/2" = 1'-0"

END OF DOCUMENT