

**City of St. Charles, Illinois
Resolution No. 2024- __**

A Resolution Authorizing the Mayor and City Council to Execute a Business Improvement Grant Agreement between the City of St. Charles and Maple Leaf Roasters (1 West Illinois Street)

**Presented & Passed by the
City Council on _____**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk are hereby authorized to execute that certain Business Improvement Grant Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A” by and on behalf of the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of May, 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of May, 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this 20th day of May, 2024.

Lora A. Vitek, Mayor

Attest:

City Clerk/Recording Secretary

Voice Vote:

Ayes:

Nays:

Absent:

Abstain:

Resolution No. _____

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Exhibit "A"

Business Improvement Grant Agreement between the City of St. Charles and Maple Leaf
Roasters (1 West Illinois Street)

City of St. Charles
BUSINESS IMPROVEMENT GRANT
Award Agreement

1 West Illinois St, St. Charles, IL 60174
(Maple Leaf Roasters – Alex Behrens)

THIS AGREEMENT, entered into this _____ day of _____ 2024, between the City of St. Charles, Illinois (hereinafter referred to as "CITY") and the following designated APPLICANT, to wit:

APPLICANT Name: **Alex Behrens**

Address of Property to be Improved: **1 West Illinois St, St. Charles, IL 60174**

PIN Number(s): **09-34-129-001-000**

Property Owner's Name: **FOX ISLAND LIMITED PARTNERSHIP**

WITNESSETH:

WHEREAS, the CITY has established a **BUSINESS IMPROVEMENT GRANT** program to provide matching grants for permanent Building Improvements for eligible businesses as defined in the Program Guidelines; and

WHEREAS, APPLICANT(S), desires to install related Building Improvements to the above-described property that are eligible for reimbursement under the Business Improvement Grant Award; and

WHEREAS, said Business Improvement Grant 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 Business Improvement Grant 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) **09-34-129-001-000**, shall be considered reimbursable as described in Exhibit I. 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 “I” (the “Eligible Building Improvements Cost Estimate”), but in no event more than the maximum amounts as defined below:

Total improvement costs: \$62,980
Eligible Building Improvements cost: \$62,600
City’s Share @ 50% up to a maximum of \$25,000

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

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

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

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

APPLICANT

PROPERTY OWNER
(if different from APPLICANT)

CITY OF ST. CHARLES: _____

Mayor or Director of Economic Development

ATTEST: _____

City Clerk

Applicant contact information:

Phone: _____

Fax: _____

Email: _____

Property Owner's information, if different than applicant:

Phone: _____

Fax: _____

Email: _____

Exhibit I

Eligible Expenses Cost Estimate

PROPOSAL

J&W Construction

A Name You Can Trust
110 Rolling Knolls Ave.
Elgin, IL 60120
630-965-7325

PROPOSAL SUBMITTED TO <i>MAPLE LEAF ROASTERS</i>		PHONE
STREET <i>1 W ILLINOIS</i>		JOB NAME
CITY, STATE and ZIP CODE <i>ST CHARLES</i>		JOB LOCATION
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimate for:

*to take up decking + railing + Haul away.
New Decking will be TimberTech Coconut Husk
as main Field and DARK Roast and Border. Railing
will be Impression rail IN BRONZE
TOTAL For material + Labor \$147,600*

*to tear out existing Framing and reframe
deck to original design. \$ 14,600*

*Permit Fees + Architect Fees \$780
TOTAL = \$162,980*

*Paid 20,000 FEB 23rd
Paid 10,000 May 1*

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: 32,980 dollars (\$ 32,980)

Payment to be made as follows: Paid in Full at end of Job

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. 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 our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

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.

Date of Acceptance _____

Authorized Signature *Just Kelly*

Note: This proposal may be withdrawn by us if not accepted within 2 days

Signature _____

Signature _____

Exhibit II

Checklist for Eligible Improvements & Reimbursements

Improvement Item	Estimated Cost	Work Completed (Yes/No)	Money Spent per Final submittal	Amount Reimbursed
Remove existing deck and replace with new deck	\$62,980.00	Yes		
<u>Total of all eligible improvements</u>	\$62,200.00			
<u>Amount of anticipated grant @ 50% of eligible cost of improvements</u>	\$25,000.00			

Exhibit III – Design and Site Plan



BUSINESS IMPROVEMENT GRANT
Application Packet
Updated July 2021

AWARD APPLICATION FORM

1. APPLICANT INFORMATION:

Name: Alex Behrens
Home Address: 9 E. Elm Ave., Roselle IL 60172
Phone/email: 630-677-7536 / contact@kavadiem.com
Name of Business: Maple Leaf Roasters Cafe Inc. dba Kava Diem
Business Address: 1 W. Illinois St., St Charles IL 60174
Federal Tax ID Number: 93-3278643

(All awards are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099 (W-9). You are required to provide your taxpayer ID number or social security number as part of the Business Improvement Grant. Property owners and tenants should consult their tax advisor for tax liability information.)

2. PROPERTY INFORMATION:

Address: 1 W. Illinois St.
Property Identification Number: 09-34-129-001.000

3. ARCHITECT/DESIGN PROFESSIONAL:

Name: _____
Address: _____
Phone/email: _____

4. CONTRACTOR(S):

Name: James Kelly / TWIN-INSTALLATIONS
Address: 110 Rolling Knolls Ave Elgin IL 60120
Phone/email: 630-965-7325 / jandwinc@comcast.net



CITY OF
ST. CHARLES
ILLINOIS • 1834

BUSINESS IMPROVEMENT GRANT

Application Packet

Updated July 2021

5. SCOPE OF PROJECT (INCLUDE THE FOLLOWING WITH YOUR SUBMITTAL):

- A. Building Plans accurately drawn to scale, showing proposed improvements.
- B. Cost estimates for materials and labor. (There should be two cost estimates submitted, one for the estimated costs of all improvements to the building and one that highlights only the costs for eligible improvements).

4. STATEMENT OF UNDERSTANDING:

- A. I agree to comply with the guidelines and procedures of the St. Charles Business Improvement Grant.
- C. I understand that I must submit detailed cost documentation, copies of bids, contracts, invoices, receipts and contractors' final waivers of lien upon completion of the approved improvements before any reimbursement payment will be authorized. "Before" and "After" pictures of the project must be submitted before funds will be released.
- D. I understand that work done before a Business Improvement Grant Agreement is approved by staff or the City Council is not eligible for an award.
- E. I understand that Business Improvement Grant reimbursement awards are subject to taxation and that the City is required to report the amount and the recipient of said awards to the Internal Revenue Service.

Signature of Applicant:

Ally Behm

If the applicant is someone other than the owner of the property, the owner(s) must complete the following certificate:

I/We certify that I/we own the property identified on this application and that I/we hereby authorize the applicant to apply for a reimbursement award under the City of St. Charles Business Improvement Grant and undertake the approved improvements.

Signature of Owner(s):

Shadeen Gray (as agent)

Date:

12-29-2013

President - SHADEEN GRAY, LLC

For Island Humano Partnership

Exhibit IV – Design and Siteplan



Create a custom railing design with Impression Rail Express®. Featuring three attractive top rail designs and three infill options, Impression Rail Express offers lots of design versatility. Plus, with its pre-assembled, panelized design, this railing is simple and straightforward to install if you're considering a DIY job.

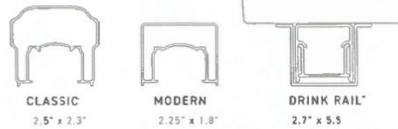
IMPRESSION RAIL EXPRESS®

COLOR OPTIONS



WHITE BLACK DARK BRONZE

TOP RAIL OPTIONS



CLASSIC
2.5' x 2.3'

MODERN
2.25' x 1.8'

DRINK RAIL®
2.7' x 5.5'

POST CAP



3" x 3" CAP

INFILL OPTIONS



ALUMINUM BALUSTERS
RECTANGULAR ONLY

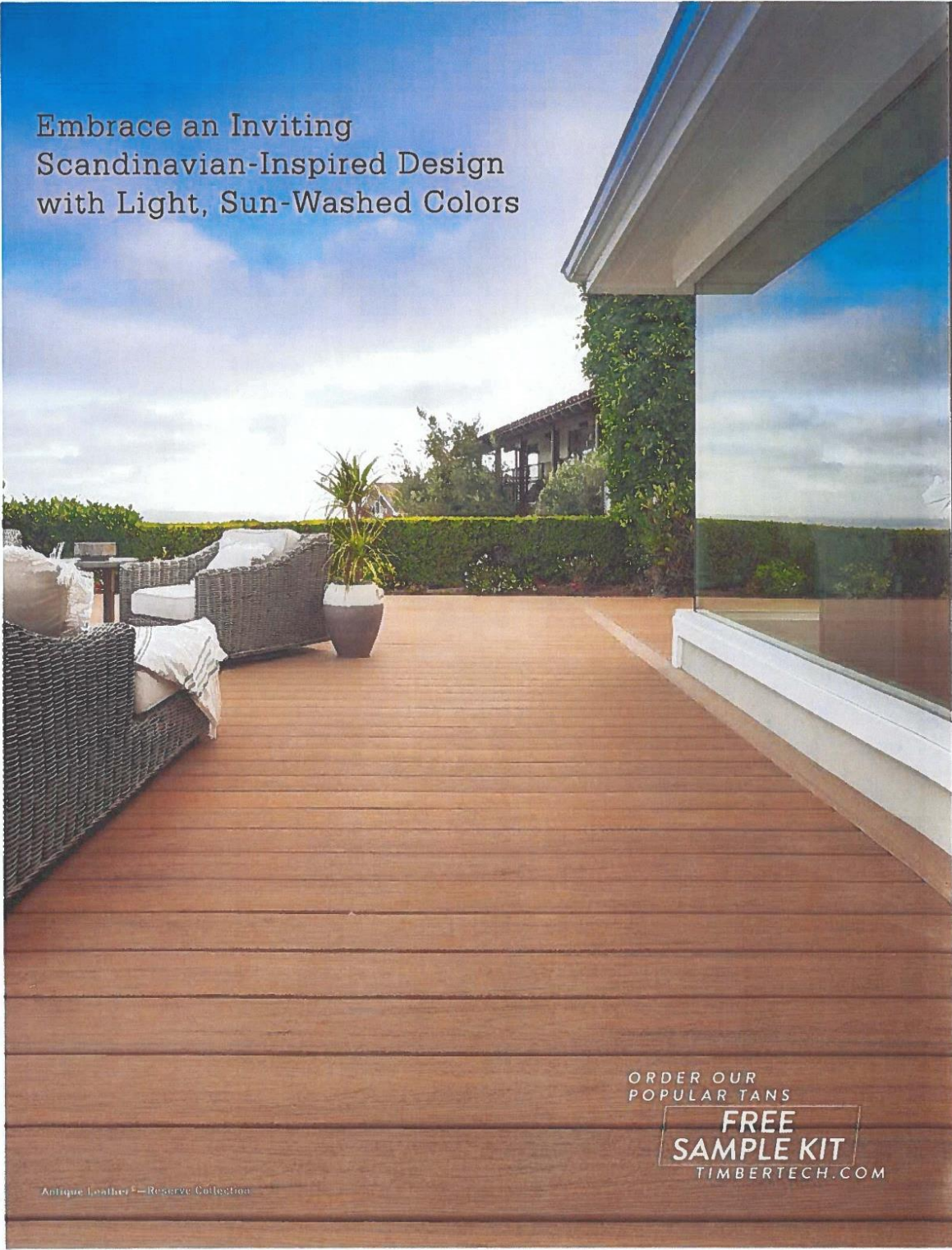
ALUMINUM BALUSTERS
WITH OPEN MID-RAIL

GLASS CHANNEL KIT
WITH OPEN MID-RAIL
Glass not included

GLASS CHANNEL KIT
Glass not included

VERTICAL CABLE RAIL

*Select from any full-profile, square-shoulder deck boards. Not compatible with grooved or scalloped boards. Not compatible with Glass Channel Kit.



Embrace an Inviting
Scandinavian-Inspired Design
with Light, Sun-Washed Colors

ORDER OUR
POPULAR TANS

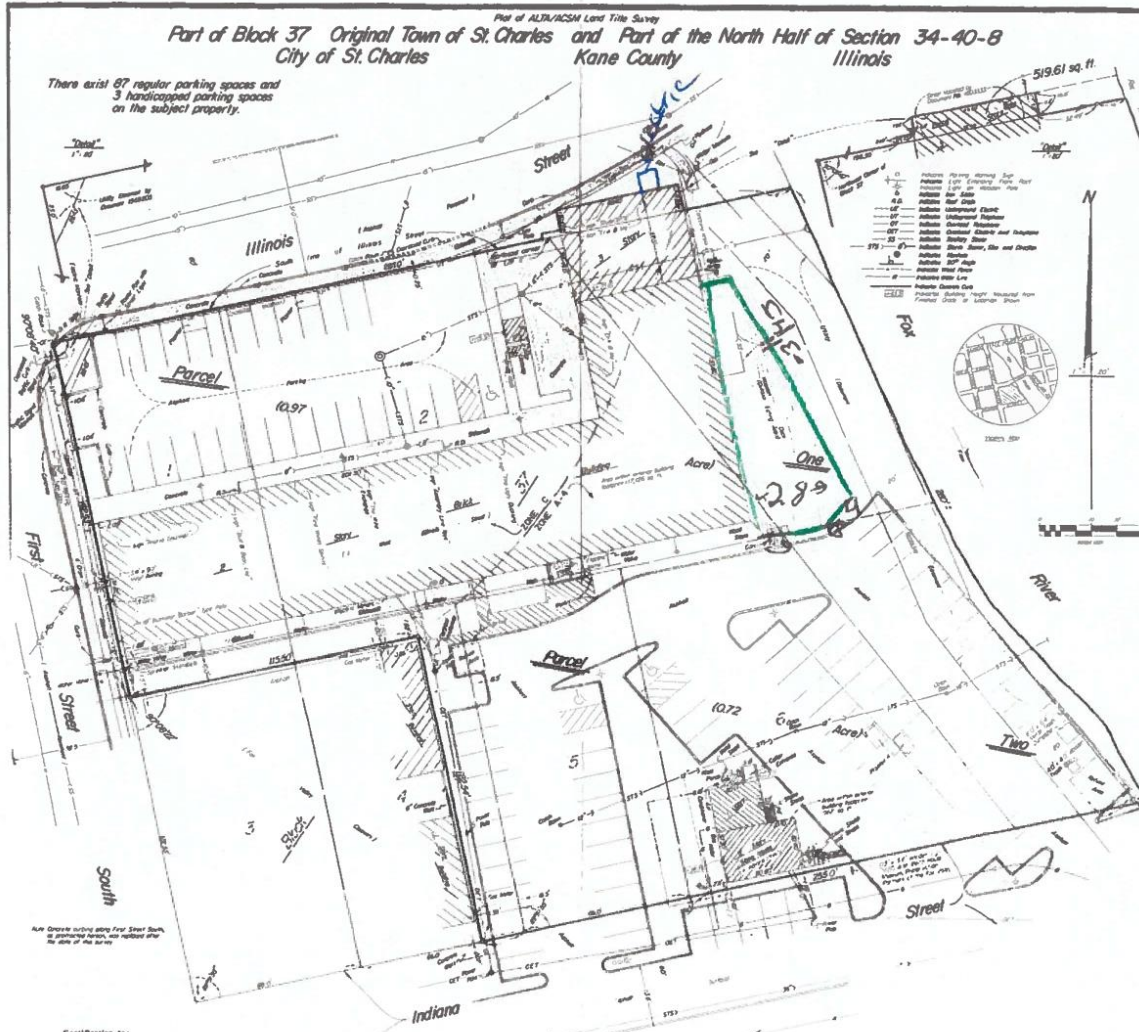
**FREE
SAMPLE KIT**

TIMBERTECH.COM

Antique Leather® — Reserve Collection

Part of Block 37 Original Town of St. Charles and Part of the North Half of Section 34-40-B
City of St. Charles Kane County Illinois

There exist 87 regular parking spaces and 3 handicapped parking spaces on the subject property.



Certification to:

Chicago Title Insurance Company;
Morgan Guaranty Trust Company of New York and its successors and assigns; and
Harris Bank St. Charles, as trustee of Trust Number 17-219

State of Illinois

This is to certify to the above named entities, that I, John A. Thornhill, Jr., an Illinois Professional Land Surveyor of Donahue and Thornhill, Inc., have surveyed and located the improvements on the premises described herein in accordance with Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by American Land Title Association, American Congress on Surveying and Mapping, and National Society of Professional Surveyors in 1937, except for underground drain lines and utilities not visible by surface inspection, to the satisfaction of said title insurance company, pursuant to the accuracy standards of an Urban Survey as set forth by the plat hereon drawn which is a correct representation of said survey and location. Based upon review of Federal Emergency Management Agency, Flood Insurance Rate Map, Panel 1 of 6, Community-Flood Number 17039 000 C, effective September 2, 1981, said property is located within Zone A-1, Areas of 100 year flood with base flood elevations and flood hazard factors determined and Zone C, Areas of minimal flooding. All distances are given in feet and decimal parts thereof.

Dated at Geneva, Illinois, June 16, 1998
John A. Thornhill, Jr.
Illinois Professional Land Surveyor No. 2740

Parcel One

Lots 1 and 2 and the northerly 10.0 feet of Lots 3 and 4 (except the easterly 16.50 feet of said Lot 4) in Block 37 of the Original Town of St. Charles, on the west side of the Fox River; also that part of the Northwest Quarter of Section 30, Township 40 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the northeast corner of Lot 2 in said Block 37; thence easterly along the southerly line of Illinois Street extended easterly to the westerly margin of the Fox River; thence southerly along the westerly margin of said River to a point on the southerly line extended of Lots 1 and 2 in Block 37 (hereinafter); thence westerly along said extended southerly line to the southeast corner of said Lot 2; thence northerly along the easterly line of said Lot 2 to the point of beginning, all in the City of St. Charles, Kane County, Illinois.

Parcel Two

Lots 5 and 6 and the westerly 16.50 feet of Lot 4 in Block 37 of the Original Town of St. Charles, on the west side of the Fox River; and also that part of the Northwest Quarter of Section 30, Township 40 North, Range 8 East of the Third Principal Meridian, lying westerly of the Fox River, easterly of said Lot 6 and between the northerly and southerly lines thereof extended easterly to said Fox River, all in the City of St. Charles, Kane County, Illinois.

Parcel Three

That part of the Northwest Quarter of Section 30, Township 40 North, Range 8 East of the Third Principal Meridian, being a part of Vacated Illinois Street, described as follows: Commencing at the northwest corner of Block 37 of the Original Town of St. Charles on the west side of the Fox River, being on the south line of said Illinois Street; thence easterly along said south line 196.30 feet for a point of beginning; thence northerly at right angles to said south line 2.60 feet; thence westerly parallel with said south line 2.0 feet; thence northerly at right angles to said south line 7.55 feet; thence easterly parallel with said south line 49.80 feet; thence southerly at right angles to said south line 10.15 feet to said south line extended; thence westerly along said south line extended and said south line 56.10 feet to the point of beginning, in the City of St. Charles, Kane County, Illinois.

DONAHUE AND THORNHILL, INC.
7 RICHARDS STREET
GENEVA, ILLINOIS 60131

(630) 232-7016