



COMMITTEE OF THE WHOLE MEETING
MONDAY, JUNE 17, 2019
(Immediately following the Village Board Meeting)

AGENDA

CALL TO ORDER

ROLL CALL

AUDIENCE COMMENTS

TRUSTEE COMMENTS

DISCUSSION

1. R-3 Text Amendments
2. 313 and 315 South Lincolnway TIF Façade Grants

EXECUTIVE SESSION

ADJOURN

Initials SB

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: PETITION 19-05: R-3 GENERAL RESIDENCE DISTRICT TEXT AMENDMENT
AGENDA: JUNE 17, 2019 COMMITTEE OF THE WHOLE MEETING

DISCUSSION

Dwelling, Townhouse (townhome) is defined in the Zoning Ordinance as a building designed as a single structure consisting of no less than three dwelling units, with no other dwelling, or portion of other dwelling, directly above or below, where each unit has a separate entrance and direct ground level access to the outdoors. The *Dwelling, Townhouse* use is limited to classification as a permitted use in the R-4 General Residence District only.

From a historical perspective, townhomes have been developed in the R-3 General Residence District. Such examples include: Randall Highlands, Summer Wind, Waterford Oaks and Fairway View.

According to the Zoning Ordinance, the purpose of R-3 General Residence District is as follows, *the purpose of R-3 General Residence District is to provide for, and preserve, quality higher density residential development including multi-unit dwellings up to four (4) or stories in height. The R-3 District also provides for limited nonresidential uses that are compatible with surrounding residential neighborhoods, and allows a number of commercial uses as a special use.* Staff notes that the R-3 General Residence District includes 'higher density residential', and the definition of *Dwelling, Townhouse* is a building of no less than three dwelling units.

Given historic classification of townhomes in the R-3 General Residence District and the density applicability in the R-3 General Residence District, staff believes that townhomes should be classified as a permitted use in the R-3 General Residence District.

A public hearing was held on this item before the Plan Commission at their June 4, 2019 meeting. The Plan Commission did not have any objections to the proposed text amendment and unanimously recommended approval.

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: 313 & 315 S. LINCOLNWAY TAX INCREMENT FINANCING FAÇADE GRANT
AGENDA: JUNE 17, 2019 COMMITTEE OF THE WHOLE MEETING

DISCUSSION

The North Aurora Tax Increment Financing Grant Program (“NATIFGP”) provides financial assistance to property owners to make building, landscaping and signage improvements within the TIF district. The NATIFGP offers reimbursement up to 50% of the cost of improving storefronts, building facades or landscaping up to \$20,000.

On June 18, 2018 the Village Board approved amendments to the NATIFGP guidelines. The program now includes funding for the demolition of structures considered to be of visual blight and demolition of residential buildings considered non-conforming to the use, bulk and yard regulations of the Zoning Ordinance.

The owner of 313 and 315 S. Lincolnway is requesting \$9,600 in NATIFGP funding for the demolition of the two single family residential buildings located on each of the respective properties. The single family use of those properties is considered non-conforming as single family residential is a prohibited use in the underlying B-2 General Business District. Given this non-conforming status, the residences could not be rebuilt in the event they are damaged or destroyed beyond 50% of their value and the demolition is an eligible use of NATIFGP funds.

The applicant was originally cited by code enforcement for a lack of exterior maintenance. The case is currently in the adjudication process and the applicant has stated that there is no desire to expend funds to conduct the necessary work to the building’s exteriors. As an alternative, the applicant was presented with the ability to demolish the structures utilizing TIF funds. If demolished, there would be no further code enforcement action needed and staff believes that removing the dilapidated structures would improve area aesthetics. The buildings are currently occupied with the leases terminating on September 31, 2019.

After receiving at least two separate quotes for the project, Master Guys Demolition Inc. provided the lowest bid of \$19,200 to demolish the pair of buildings. Staff is soliciting feedback from the Village Board regarding this TIF Façade Grant application.

RECEIVED

JUN 03 2019

VILLAGE OF NORTH AURORA



TAX INCREMENT FINANCING DISTRICT FAÇADE GRANT PROGRAM [Application Form]

Loan Amount Requested: \$ 9,600 Total Project Cost: \$ 19,200 / 18,000

1. Applicant Information

Name: DORIS MORTON SQUARE LLC Home Address: 3330 W. DUNDEE RD SUITES-1 NORTHBROOK, IL 60062

Phone: 847 294 0400 Email: RUBINMGMT1@GMAIL.COM

Applicant is: Owner [checked] Tenant If tenant, term of lease:

If tenant, name & phone of owner:

2. Property Information

Address: 313 AND 315 S. LINCOLNWAY N. AURORA

Business Name (if applicable):

Property Identification Number #: 15-09-226-007 AND 15-09-226-008

3. Proposed use of funds:

- Canopy/awning Signage
Windows/doors Exterior lighting
Painting/tuck pointing Restoration of architectural feature
Landscaping Exterior ADA accessibility
Demolition Parking lot improvements
Other (please specify)

4. Breakdown of Project:

Estimated Amount	Description of Work
A. \$ <u>18,000.-</u>	<u>DEMO OF 2 HOUSES, SEPTIC FIELDS, DRIVEWAYS</u>
B. \$ <u>42,250.-</u>	<u>DEMO OF 2 HOUSES AND DRIVEWAYS</u>
C. \$ _____	_____
D. \$ _____	_____

TO COMPLETE THIS APPLICATION, PLEASE ATTACH THE FOLLOWING INFORMATION TO FURTHER DESCRIBE THE PROPOSED PROJECT:

- Preliminary cost estimates (typically a copy of itemized contractor estimates/quotes).
- Site plan and elevation drawn to scale, with scale(s) noted, illustrating the proposed improvements. Proposed materials, colors, finishes and details, including signage (if any).
- Elevations of any façade proposed to be drawn to a scale of a least 1.8": 1'; each elevation drawing should include notations of proposed materials, colors, finishes, and details. The drawing should clearly show proposed signage (if any).
- Clear and identifiable photographs, at least 5"x7" in size, of the building facades and facades of buildings on the same block. If more than one façade is proposed for renovation, photographs of each façade and buildings on the same block should be submitted.

5. Statement of Understanding:

- A. The applicant (undersigned) agrees to comply with the guidelines and procedures of the Village of North Aurora Tax Increment Financing District Grant Program and the conceptual design and outline specifications as agreed to by the applicant and the grantor.
- B. The applicant understands that the applicant must submit detail cost documentation, copies of building permits, bids contracts and invoices and contractor's final waivers of lien upon completion of the approved improvements.

Applicant's Signature: Arnold S. Rubin Date: 5/28/19

If the applicant is other than the owner, the following line must be completed:

I certify that I, the owner of the property at _____, do authorize the applicant to apply for a grant under the Village of North Aurora Tax Increment Financing District Grant Program and to undertake the approved improvements.

Lease beginning date: 313 10/1/18 Lease ending date: 313 9/30/19
315 6/1/2011 315 9/30/19

Owner's signature: Arnold S. Rubin Date: 5/28/19

Return completed application form to:

**Michael Toth
Community and Economic Development Director
Village of North Aurora
25 East State Street
North Aurora, IL 60542**

Date application received: 6/3/19 Zoning: B-2

Minimum of two cost estimates for each work item: Yes No

Ineligible improvements, if any: _____

Grant Approved Date: _____

Grant Denied Date: _____

Total estimated project cost: \$ _____

Reason: _____

Percent applied for grant: _____

Total amount of grant: \$ _____

ESTIMATE



**313 And 315 S Lincolnway
North Aurora
Arnold Rubin RUBIN Management**

Master Guys Demolition Inc.

7780 Mcintosh Dr
Orland Park, IL 60462
Phone: (708) 770-1935
Email: Masterguysdemolition@gmail.com
Web: Masterguysdemolitioninc.com

Estimate # 000196
Date 05/22/2019

Description	Quantity	Rate	Total
Demolition And Disposal Single Family Home Included Garage	2.0	\$7,000.00	\$14,000.00
Foundation Removal And Disposal	2.0	\$1,000.00	\$2,000.00
Backfill With Compacted Clay Site Will Be Ready For New Construction	2.0	\$500.00	\$1,000.00
Removing Septic Tanks	2.0	\$150.00	\$300.00
Removing Driveway	2.0	\$200.00	\$400.00
Cleanup	2.0	\$0.00	\$0.00
Local Demolition Permit	2.0	\$100.00	\$200.00
Administration Fee	2.0	\$50.00	\$100.00
Asbestos Inspection And Report	2.0	\$250.00	\$500.00
Temporary Fencing 30 Days	2.0	\$350.00	\$700.00

Subtotal	\$19,200.00
Total	\$19,200.00

Notes:

Three progress payments are to be made in the amount of 33.3% first payment is to be made upon start date, second upon 50% completion of work, final payment upon completion of work

General Conditions:

*Building to be clean of personal property from inside and outside the building.

*The Demolition Contractor agrees to hold harmless the Owner, General Contractor, or their Agents, against damage to life or limb and property by reason of the negligence of the Demolition Contractor, in connection with this contract, and further agrees to carry Worker's Compensation, Employers' Liability Insurance, General Liability Insurance, within the limits of \$2,000,000.00, and excess liability .

*The Agreement is submitted under the assumption that the plans and specifications are complete, and no work is to be included that is not specifically mentioned. Any extra work, which the Demolition contractor is requested to perform shall be paid for as extra work. Additional work shall not start unless mutually approved and in writing.

*Owner, Contractor or its Agent represent that it has authority to contract for the wrecking and removal of the buildings and structures as herein before provided and agrees to defend and hold harmless the *Demolition Contractor against all suits or actions brought against it and to indemnify it for any and all losses (including attorney's fees and expenses) it may suffer by virtue of any wrongful wrecking and removal of the structures described herein in violation of the property rights of any other person or party.

*The Demolition Contractor shall not be held liable or be required to pay any amount as damages for delay in completion of this work, and the Owner, Contractor or their *Agents, shall waive all claim for damages against said Demolition Contractor for its failure to complete the work in a given time, unless this contract states a definite per diem bonus and penalty. In such event, Demolition Contractor shall not be held liable or required to pay a penalty for time lost for delays beyond its control, including but not limited to Acts of God, of any governmental body, of the Public Enemy, or Another Contractor, Fire, Flood, Epidemic, Weather, Strikes, Riots, Civil Disturbances, etc. An extension of time for such delays to be allowed in determining the applicability of bonus or penalty.

*Unless otherwise covered in the body of this contract, it is assumed that no party or common wall condition exists. This agreement is tendered on that basis. If such a condition is determined at a later date, any and all engineering or other work involved with the restoration of said party wall shall be considered over and above the contract price stated herein.

*In the event any action is instituted to enforce any of the provisions of the contract or to collect money due hereunder, Master Guys Demolition, Inc. shall be entitled to reimbursement for any attorney and collection fees or any related expenses that it is obligated to pay.

*If payment is not made within the time specified, a monthly interest charge of 9.7% will be added to the unpaid balance.

*Due to the weight of heavy machinery and trucks, we cannot be responsible for damage to sidewalks and curbs. Due care will be taken to minimize and possible damage.

*Foundations located adjacent to public sidewalks, utilities or any other structure or items designated to remain in place in order to not undermine, damage or disturb such items.

*Should Owner cancel this contract, at any point, Owner shall pay Contractor for all costs incurred, thought date of demobilization, including but not limited to: labor, materials and overhead costs, plus profit.

313 And 315 S Lincolnway
North Aurora
Arnold Ruben RUBIN Management



DBE/WBE/FBE certified

24 May 2019

Rc: House Demolition
313 & 315 South Lincolnway
North Aurora, Illinois

Mr. Arnold Rubin,

Alpine Demolition Services, LLC (Alpine) proposes to furnish labor, equipment, and legal disposal for the demolition of two houses per the below scope of work.

SCOPE OF WORK

1. Municipal permit and contractor's license by Alpine Demolition.
2. Utility disconnections by others.
3. Provide asbestos survey required for state and City of North Aurora. Please note, no asbestos removal is included in this proposal.
4. Provide demolition and removal of two (2) each one and two story houses to include complete removal of concrete footings, foundations, and slab on grade.
5. Basement voids to not be backfilled.
6. All ferrous and non-ferrous material to become property of Alpine Demolition.
7. All debris to be legally disposed of offsite.

PRICE FOR PROJECT AS STATED:

TOTAL

\$40,000.00

ALTERNATE #01

Provide demolition and removal of asphalt driveway. Stone sub-base to be abandoned in place.

Add to base bid:

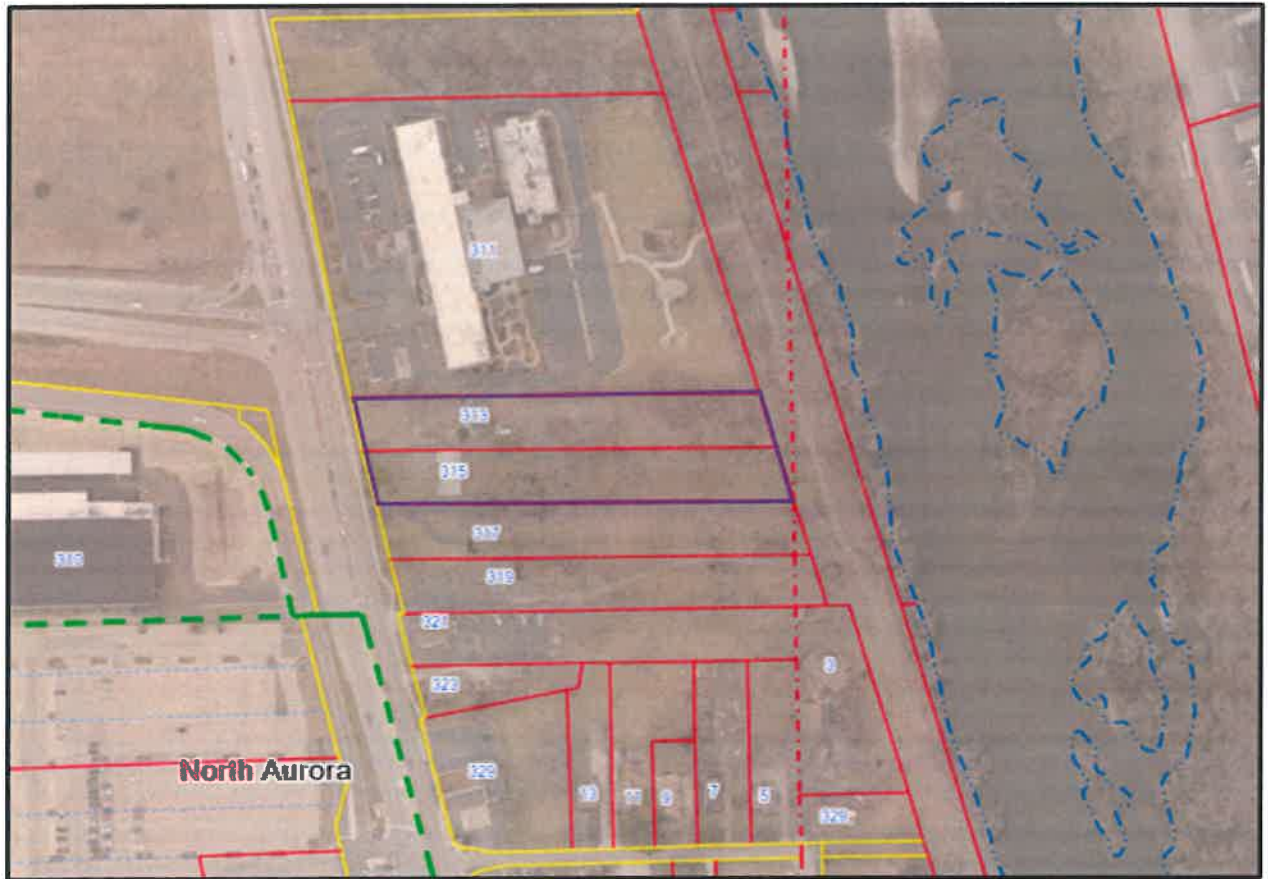
\$ 2,250.00

Thank you for the opportunity to quote this project.

Respectfully submitted,

Jeff Olson
Project Manager/ Estimator
Alpine Demolition Services, LLC
630-352-8802
jeffo@knockitdown.com

313 & 315 S. Lincolnway



313 S. Lincolnway



315 S. Lincolnway

