

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**SEPTEMBER 14, 2010 AGENDA**

| SUBJECT:  | TYPE:  | SUBMITTED BY:                                 |
|---|--|---|
| Acceptance of Public Improvements – Fairway Court Subdivision | ✓ Resolution<br>Ordinance<br>Motion<br>Discussion Only | Michael D. Millette, P.E.<br>Village Engineer |

**SYNOPSIS**

A resolution has been prepared for the acceptance of public improvements for the Fairway Court Subdivision, release of the development security and acceptance of a two-year guarantee security and a one-year stormwater security.

**FISCAL IMPACT**

None

**RECOMMENDATION**

Approval on the September 14, 2010 consent agenda.

**BACKGROUND**

Fairway Court subdivision is located west of Fairview Avenue and south of 59<sup>th</sup> Street and consists of 5 single-family lots. The final plat was approved by Council on November 16, 2004. Public improvements for include a 200-foot (approx.) cul-de-sac with curb and gutter, water main with appurtenances, two street lights, controller and associated wiring and a storm sewer collection system consisting of three catch basins and associated piping. Two detention basins have also been installed on Lot 1 and on Lot 5 over which the Village holds a drainage and utility easement. The approved plan also shows a 5-foot public sidewalk along both sides of Fairway Court and the cul-de-sac, however in keeping with past practice, the walk will be installed with each individual lot along with driveway approaches. A payment-in-lieu of parkway trees in the amount of \$2,742.00 was made by the developer in 2005 which allows the trees to be planted at the time deemed most advantageous by the Village Forester. Improvements have been inspected and deemed acceptable by Public Works.

Staff recommends that the Village Council accept the public improvements, excepting sidewalks, driveway approaches and parkway trees. Staff is not aware of any extraordinary costs which were incurred by the Village and find that the guarantee security, in the form of an irrevocable letter of credit, meets the requirements set forth in Sections 20.406 and 20.407 of the Municipal Code. The irrevocable letter of credit submitted for the stormwater improvements meets the requirements of Section 26.91.3(a) of the Code. The Legal Department has concurred with respect to the form of both letters of credit. Upon Council approval, Hinsdale Bank & Trust will amend the dates of issue and expiration to conform to the date of such approval.

**ATTACHMENTS**

Resolution  
 Certification by Developer's Engineer  
 Bill of Sale (Waivers of Lien are on file)  
 Guarantee Letters of Credit, Nos. 1466 and 1467

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING  
ACCEPTANCE OF PUBLIC IMPROVEMENTS -  
FAIRWAY COURT SUBDIVISION**

WHEREAS, The Village Council has previously approved final plans for the Fairway Court Subdivision; and,

WHEREAS, Michael D. Millette, Village Engineer, has recommended acceptance of a portion of these public improvements with certain conditions.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of The Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the Village hereby accepts a portion of those municipal public improvements constructed as part of the Fairway Court Subdivision generally located west of Fairview Avenue and south of 59<sup>th</sup> Street, in accordance with the approved plans and specifications, as more accurately depicted on attached Exhibit A.
2. That the Irrevocable Standby letter of credit, in the original amount of \$137,803.86, submitted by William & Raymond Ponstein is hereby released as amended Letters of Credit in the amount of \$12,872.00 and \$6,700.00 have been furnished to ensure the maintenance of the Public Improvements in accordance with Section 20.407 of the Village Code.
3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.
4. That all resolutions or parts of resolutions in conflict with the provisions of the Resolution are hereby repealed.
5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Published:

Attest: \_\_\_\_\_  
Village Clerk

# ENGINEERING PLANS FAIRWAY COURT SUBDIVISION DOWNERS GROVE, ILLINOIS

### PROPERTY DESCRIPTION

The corners of the lot are marked with iron pins. The location of the lot is shown on the plat map. The lot is bounded by the following:

- North by the lot containing the existing building and garage.
- East by the lot containing the existing building and garage.
- South by the lot containing the existing building and garage.
- West by the lot containing the existing building and garage.

### GENERAL NOTES

1. The owner of the lot is to be responsible for the installation of the sewer and water lines to the building. The owner is to be responsible for the installation of the sewer and water lines to the building. The owner is to be responsible for the installation of the sewer and water lines to the building.

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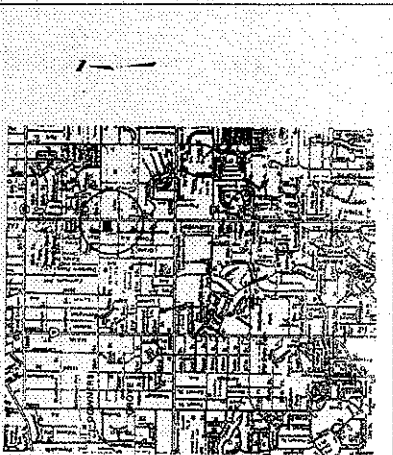
7. The owner is to be responsible for the installation of the sewer and water lines to the building. The owner is to be responsible for the installation of the sewer and water lines to the building. The owner is to be responsible for the installation of the sewer and water lines to the building.

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### LOCATION MAP



### INDEX TO DRAWINGS

- 1. PLAT
- 2. SANITARY DISTRICT NOTES
- 3. DEVELOPMENT NOTES
- 4. BENCHMARK

### SANITARY DISTRICT NOTES

1. The owner is to be responsible for the installation of the sewer and water lines to the building. The owner is to be responsible for the installation of the sewer and water lines to the building. The owner is to be responsible for the installation of the sewer and water lines to the building.

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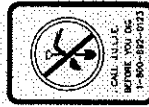
### DEVELOPMENT NOTES

1. The owner is to be responsible for the installation of the sewer and water lines to the building. The owner is to be responsible for the installation of the sewer and water lines to the building. The owner is to be responsible for the installation of the sewer and water lines to the building.

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**BENCHMARK**  
BY THE SURVEYOR  
DATE: 10/15/10

**OWNER/DRAWN BY:**  
WLFJ PARTNERSHIP

**DATE:**  
10/15/10

**FAIRWAY COURT**  
**SUBDIVISION**

**DOWNERS GROVE, ILLINOIS**

**Prepared by:**  
Robert J. Kelly, Inc.

**600 Bellwood Circle**  
**Springfield, Illinois 62704**  
**618-223-2500**

**PROJECT NO.:**  
1000000000

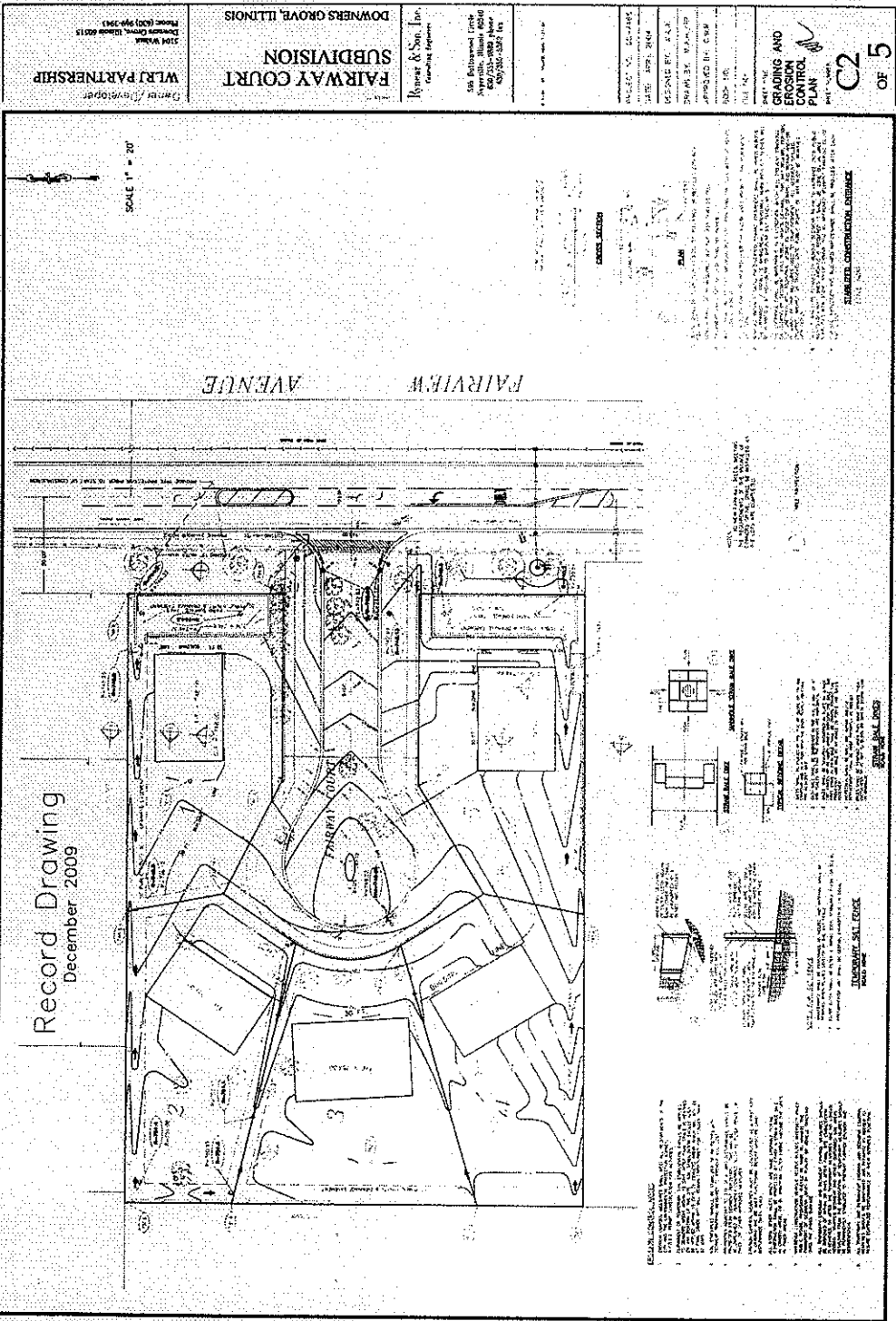
**DATE:**  
10/15/10

**SCALE:**  
AS SHOWN

**SHEET NO.:**  
1 OF 5

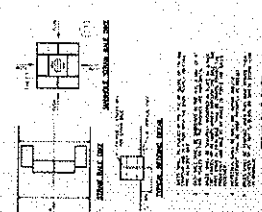
Record Drawing  
December 2009

SCALE 1" = 20'



**GENERAL NOTES:**

1. THIS PLAN IS TO BE CONSIDERED AS PART OF THE SUBMITTAL PACKAGE FOR THE PERMITTING AGENCIES.
2. THE GRADING AND EROSION CONTROL PLAN SHALL BE CONSIDERED AS PART OF THE SUBMITTAL PACKAGE FOR THE PERMITTING AGENCIES.
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**STANDARD CONSTRUCTION DETAILS:**

SEE SHEET C2-1 FOR STANDARD CONSTRUCTION DETAILS.

**CONSTRUCTION NOTES:**

1. THE GRADING AND EROSION CONTROL PLAN SHALL BE CONSIDERED AS PART OF THE SUBMITTAL PACKAGE FOR THE PERMITTING AGENCIES.

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**FAIRWAY COURT SUBDIVISION**  
DOWNERS GROVE, ILLINOIS

WLB PARTNERSHIP  
3104 Wabasha  
Downers Grove, Illinois 60515  
Phone: (630) 994-2983

Planned & Sited By:  
Downers & Sons, Inc.  
388 Bellwood Circle  
Aurora, Illinois 60506  
Phone: (630) 432-1000  
Fax: (630) 432-1001

DESIGNED BY: R.A.K.  
CHECKED BY: M.A.M./D.P.  
DATE: 12/15/09

PROJECT NO.: 09-001

DATE: 12/15/09

**GRADING AND EROSION CONTROL PLAN**

C2 OF 5

**WLR PARTNERSHIP**  
 Developer/Developer  
 5104 Walnut  
 Downers Grove, Illinois 60155  
 Phone: (630) 565-3843

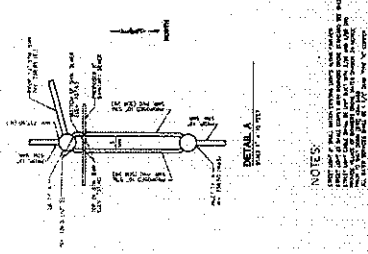
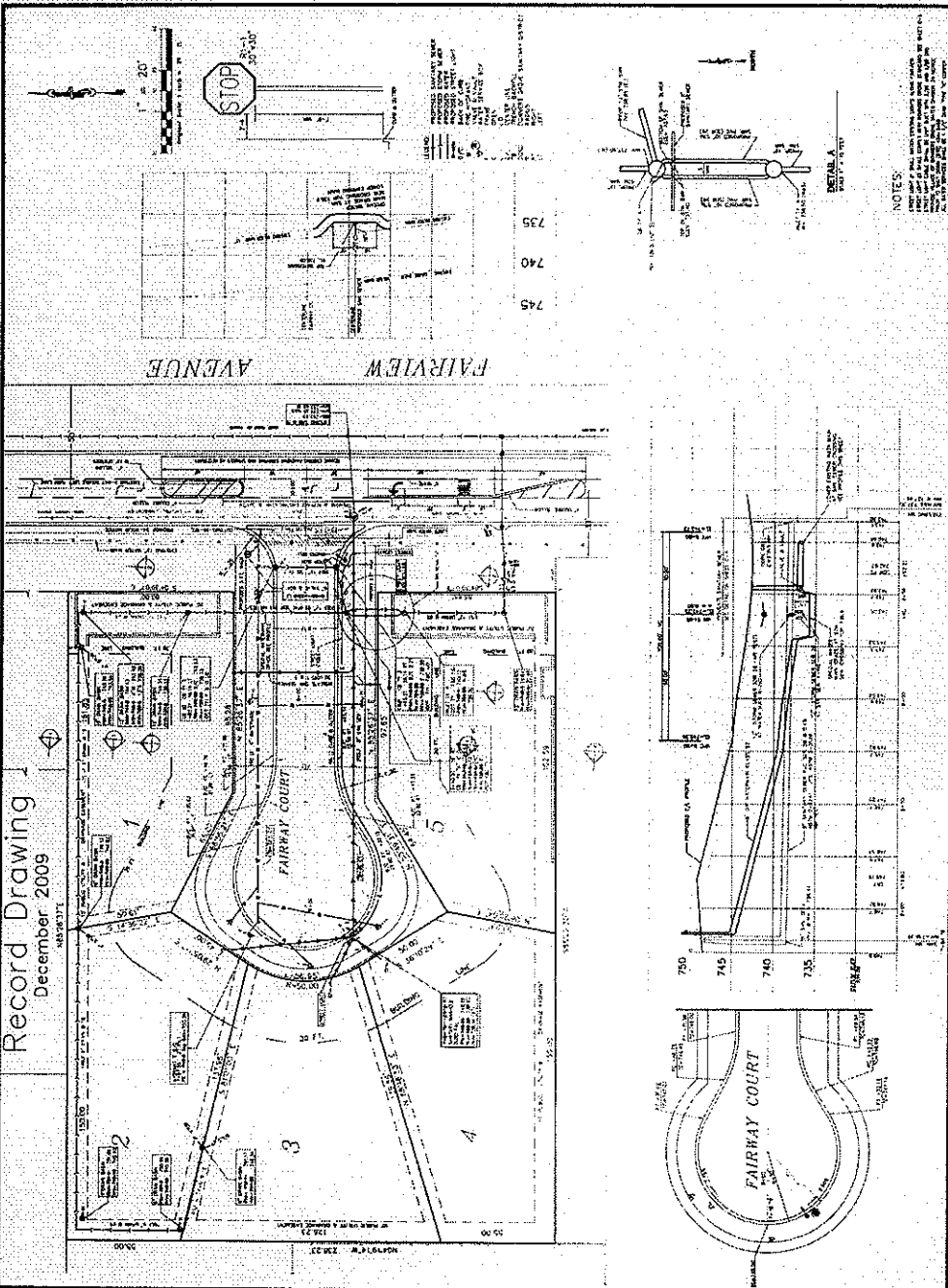
**FAIRWAY COURT SUBDIVISION**  
 DOWNERS GROVE, ILLINOIS

**Rymer & Son, Inc.**  
 Consulting Engineers  
 405 Richmond Road  
 Woodridge, Illinois 60094  
 200.730.8888 phone  
 200.730.8888 fax  
 200.730.8888 cell

PROJECT NO. 10-0485  
 SHEET NO. 234  
 SHEET TOTAL 234  
 DRAWN BY: J.C.M.  
 CHECKED BY: J.C.M.  
 DATE: 11/20/09

PLAN AND PROFILE  
 DATE: 11/20/09

**C3**  
**OF 5**



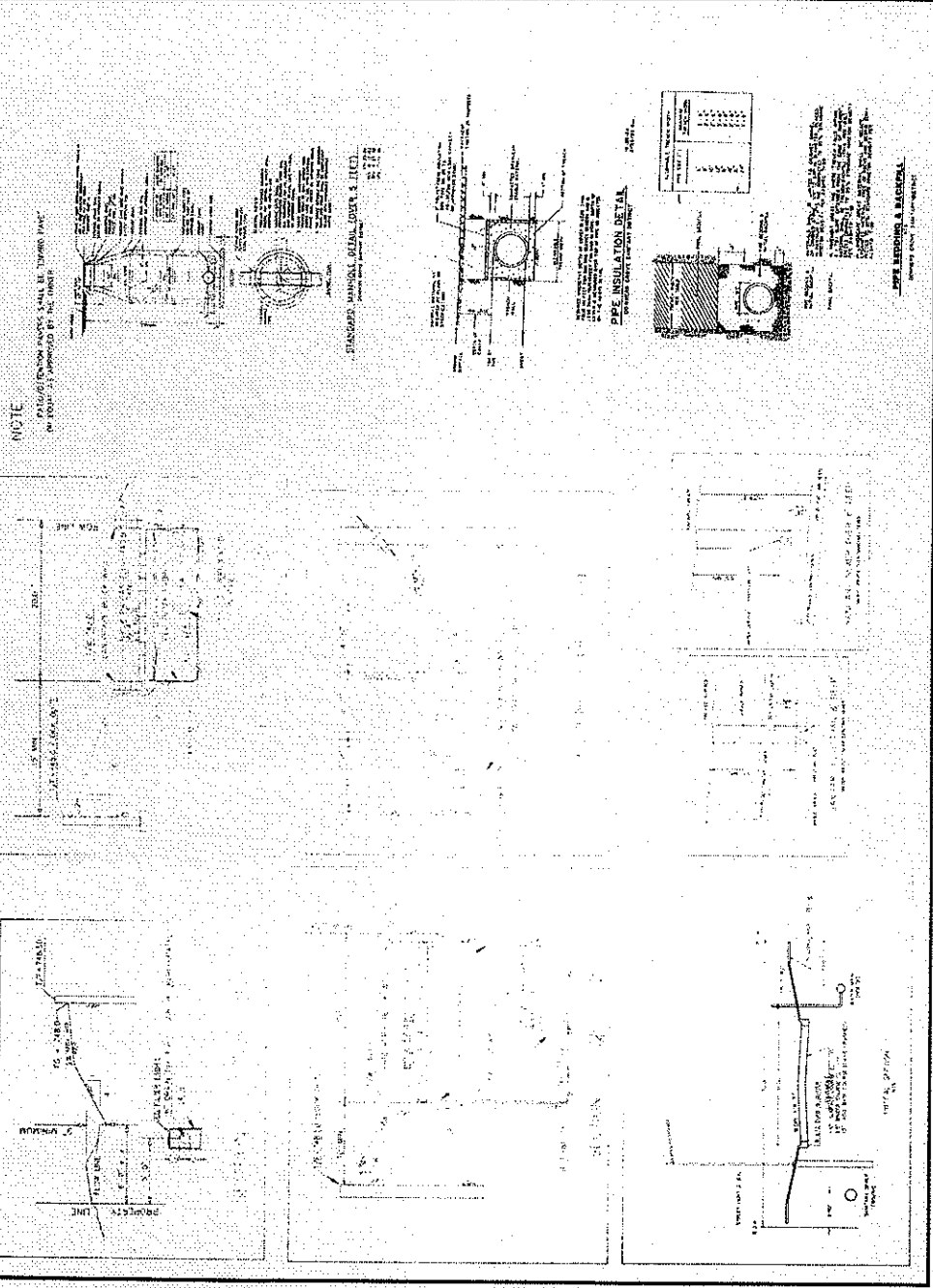
**OWNER/DEVELOPER**  
**W.R.J. PARTNERSHIP**  
 President: George J. Blum, III  
 1100 W. ALNH  
 Mount Pleasant, MO 64588

**FAIRWAY COURT**  
**SUBDIVISION**  
 DOWNS GROVE, ILLINOIS  
 JAMES H. H. ENGINEERS

10. The undersigned hereby certifies that this is a true and correct copy of the original as filed with the State of Missouri on this 10th day of April, 2004.

PROJECT NO: 040001  
 DATE: APRIL 2004  
 DESIGNED BY: CHA  
 CHECKED BY: CHA  
 APPROVED BY: WJR  
 BOOK NO:  
 SHEET NO:  
 SHEET TITLE:

**STANDARD DETAILS**  
**C4**  
**OF 5**



Owner/Developer  
 WLR PARTNERSHIP  
 510 WALNUT  
 LAWRENCE COUNTY, MISSOURI 64563  
 Phone: (417) 242-1143

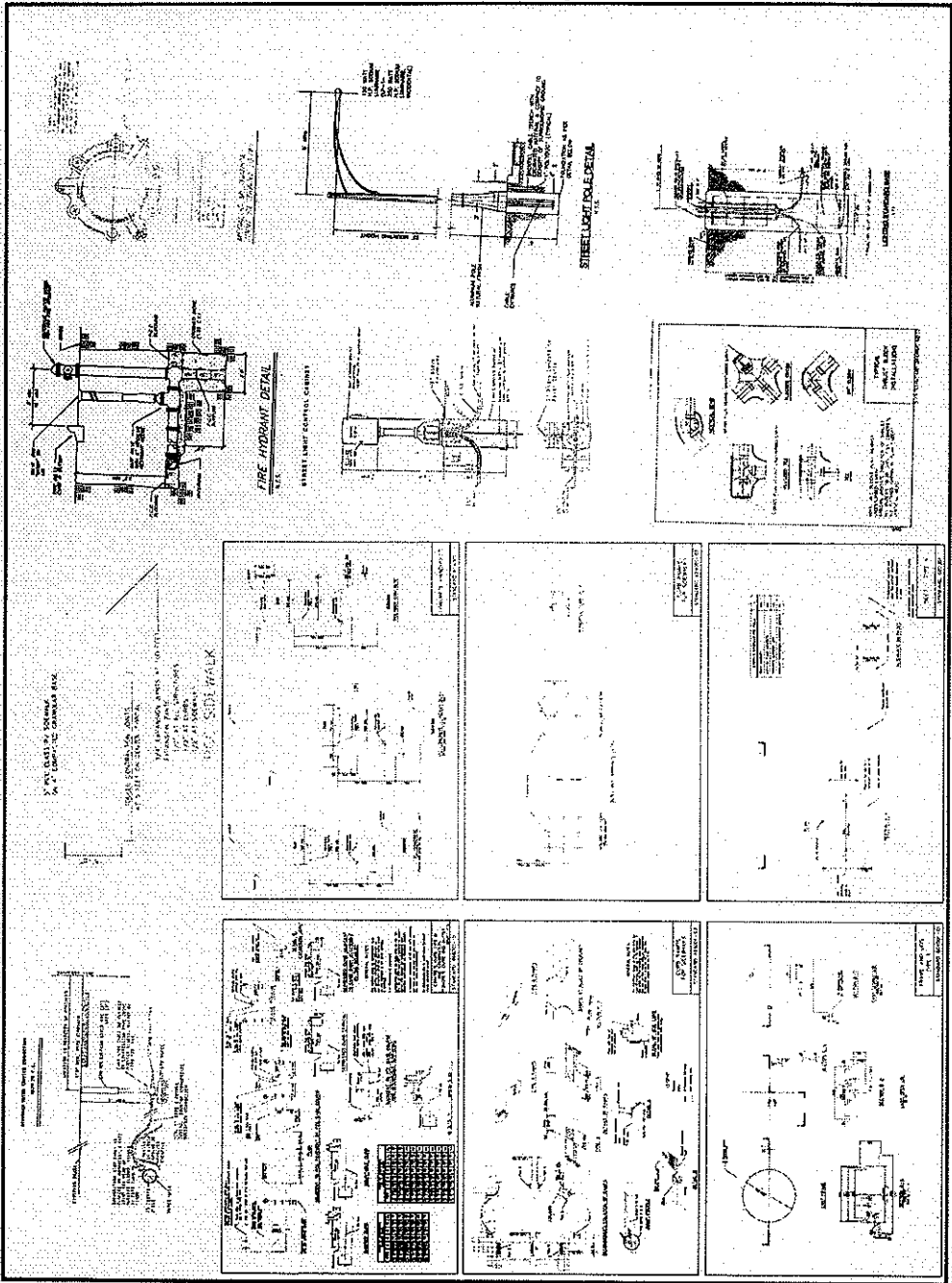
FAIRWAY COURT  
 SUBDIVISION  
 DOWNERS GROVE, ILLINOIS

Power & Sons, Inc.  
 Consulting Engineers

330 Hawthorne Road  
 Maple Grove, Illinois 60131  
 Phone: (708) 485-1000  
 Fax: (708) 485-1001

PROJECT NO. 02404  
 DATE APRIL 2004  
 DESIGNED BY CWA  
 DRAWN BY DAP/WAS  
 APPROVED BY WLR  
 BOOK NO.  
 FILE NO.

STANDARD  
 DETAILS  
 C5  
 OF 5



# RYNEAR & SON, INC.

## CONSULTING ENGINEERS

**Professional Design Firm Licenses #184-004637**

595 BUTTONWOOD CIRCLE • NAPERVILLE • 60540 • (630) 355-9889

Fax: (630) 355-5362 EMAIL: [TRYNEAR@WOWWAY.COM](mailto:TRYNEAR@WOWWAY.COM)

Village of Downers Grove  
801 Burlington Ave  
Downers Grove, IL 60515

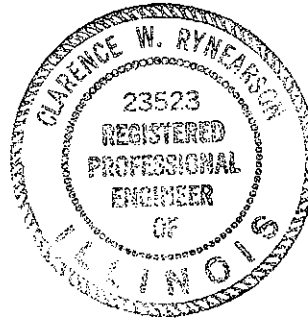
08-10-10

Re: FAIRWAY COURT SUBDIVISION  
Downers Grove, Illinois

Per section 20.406 of the Downers Grove Municipal Code, Rynear & Son, Inc. hereby submits our statement of opinion that the Public Improvements for the referenced subdivision have been completed substantially in accordance with the final plans and specifications approved by the Village Engineer.

*Clarence W. Rynearson*

Clarence W. Rynearson  
Vice President  
Rynear & Son, Inc.  
Professional Design Firm Licenses #184-004637



Cc: Mr. Bill Ponstein  
File



RECEIVED  
MAR 24 2010

**PB. CONSTRUCTION MANAGEMENT INC.**

General Contractors 5104 Walnut Avenue Downers Grove, IL 60515 (630) 369-0915

Bill of Sale

TRANSFERRED TO THE VILLAGE OF  
DOWNERS GROVE ALL PUBLIC  
UTILITIES LOCATED ON PUBLIC  
PROPERTY OR EASEMENTS LOCATED IN  
FAIRWAY COURT SUBDIVISION LOCATED  
AT FAIRWAY CT AND FAIRVIEW AVE  
IN DOWNERS GROVE, IL

William [Signature]  
[Signature]



**HINSDALE BANK**  
& TRUST COMPANY

**IRREVOCABLE STANDBY LETTER OF CREDIT NO 1466**  
**For Guarantee of Completed Public Improvements pursuant to Subdivision Ordinance Code**  
**#20.407**

**APPLICANT:**

William L. Ponstein  
Raymond J. Ponstein  
5104 Walnut Avenue  
Downers Grove, IL 60515

**BENEFICIARY:**

Village of Downers Grove  
Civic Center  
801 Burlington Avenue  
Downers Grove, IL 60515

**PROJECT:**

Fairway Court Subdivision  
Downers Grove, IL

**DATE OF ISSUE:** June 30, 2010

**EXPIRY DATE:** June 30, 2012

**AMOUNT OF CREDIT:** U.S. \$12,872.00 (Twelve thousand eight hundred seventy two and no/100)

To Whom It May Concern:

We hereby establish our irrevocable letter of credit in your, the beneficiary's favor, which is available against your draft at sight drawn on Hinsdale Bank & Trust Company, 25 E. First Street, Hinsdale, Illinois 60521 bearing the number and the date of this letter of credit and the name of our bank.

All drafts must be accompanied by the following documents:

1. A written statement signed by the Village Engineer of the Village of Downers Grove, (the "village") on a form that is substantially similar to the form attached hereto as "Exhibit A" in connection with Fairview Court Subdivision, Downers Grove, IL

and

2. This original irrevocable letter of credit.

**SPECIAL CONDITIONS**

If, within ten (10) days of our receipt of a drawing in compliance with the terms and conditions of this irrevocable letter of credit, we fail to honor same, we agree to pay all attorney's fees, court costs and other expenses incurred by the Village in enforcing the terms hereof.

It is a condition of this irrevocable letter of credit that it shall be deemed automatically extended without amendment for a period of one year from the present expiration date or any future expiration date hereof, unless at least thirty-five (35) days prior to the expiration date, we mail you our notice, by registered or

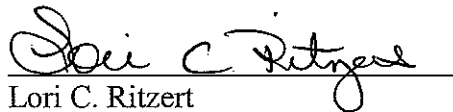
certified mail, informing you that the irrevocable letter of credit will no longer be automatically renewed beyond the current expiration date of this letter of credit. Upon receipt of such notice you may draw on us hereunder within the then current expiration date of the credit.

We hereby engage you that any drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented at our office on or before the expiration date if the credit.

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce, Publication 600.



Kay M. Olenec  
Senior Vice President



Lori C. Ritzert  
Assistant Vice President

EXHIBIT A

FORM OF DRAFT

SIGHT DRAFT

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

The funds being drawn are due and payable pursuant to terms of the above Letter of Credit issued by Hinsdale Bank & Trust Co.

Amount of draft: \$ \_\_\_\_\_ (in words and figures)

This draft must be accompanied by your statement of complaint(s) and financial estimate(s) to substantiate this draw against the Letter of Credit

Village of Downers Grove

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_



**HINSDALE BANK**  
& TRUST COMPANY

**IRREVOCABLE STANDBY LETTER OF CREDIT NO 1467**

**For Development Security pursuant Stormwater and Flood Plain Ordinance Code #26.91**

**APPLICANT:**

William L. Ponstein  
Raymond J. Ponstein  
5104 Walnut Avenue  
Downers Grove, IL 60515

**BENEFICIARY:**

Village of Downers Grove  
Civic Center  
801 Burlington Avenue  
Downers Grove, IL 60515

**PROJECT:**

Fairway Court Subdivision  
Downers Grove, IL

**DATE OF ISSUE:** June 30, 2010

**EXPIRY DATE:** June 30, 2011

**AMOUNT OF CREDIT:** U.S. \$6,700.00 (Six thousand seven hundred and no/100)

To Whom It May Concern:

We hereby establish our irrevocable letter of credit in your, the beneficiary's favor, which is available against your draft at sight drawn on Hinsdale Bank & Trust Company, 25 E. First Street, Hinsdale, Illinois 60521 bearing the number and the date of this letter of credit and the name of our bank.

All drafts must be accompanied by the following documents:

1. A written statement signed by the Village Engineer of the Village of Downers Grove, (the "village") on a form that is substantially similar to the form attached hereto as "Exhibit A" in connection with Fairview Court Subdivision, Downers Grove, IL
- and
2. This original irrevocable letter of credit.

**SPECIAL CONDITIONS**

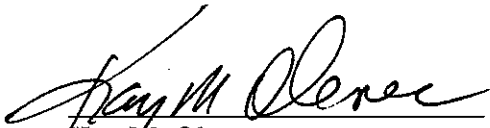
If, within ten (10) days of our receipt of a drawing in compliance with the terms and conditions of this irrevocable letter of credit, we fail to honor same, we agree to pay all attorney's fees, court costs and other expenses incurred by the Village in enforcing the terms hereof.

It is a condition of this irrevocable letter of credit that it shall be deemed automatically extended without amendment for a period of one year from the present expiration date or any future expiration date hereof, unless at least thirty-five (35) days prior to the expiration date, we mail you our notice, by registered or certified mail, informing you that the irrevocable letter of credit will no longer be automatically renewed

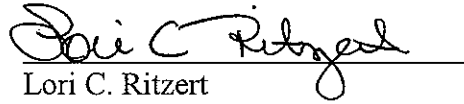
beyond the current expiration date of this letter of credit. Upon receipt of such notice you may draw on us hereunder within the then current expiration date of the credit.

We hereby engage you that any drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented at our office on or before the expiration date of the credit.

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce, Publication 600.



Kay M. Olenec  
Senior Vice President



Lori C. Ritzert  
Assistant Vice President