## VILLAGE OF DOWNERS GROVE REPORT FOR THE VILLAGE COUNCIL MEETING NOVEMBER 18, 2014 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:		
	✓ Resolution			
	Ordinance			
Subdivision Improvement	Motion	Enza Petrarca		
Agreement for Nelson Meadow	Discussion Only	Village Attorney		

#### **SYNOPSIS**

A resolution has been prepared adopting a Subdivision Improvement Agreement (SIA) between the Village of Downers Grove and Downers Grove TPM Real Estate, LLC. The new agreement will replace the expired SIA approved in 2006 and will reflect the new developer and minor site modifications.

#### STRATEGIC PLAN ALIGNMENT

The Goals 2011-2018 identified Top Quality Infrastructure and Exceptional Municipal Services.

#### **FISCAL IMPACT**

N/A

#### **UPDATE & RECOMMENDATION**

This item was discussed at the November 11, 2014 Village Council meeting. Based on Council discussion at the meeting, staff made the following changes to the agreement:

- Paragraph 17 of the subdivision agreement has been amended to state that the Developer will
  provide a minimum of 24 hour notice to residents if their driveway apron access will be
  restricted.
- The agreement and the plans have also been amended to reflect that the driveway at 1117 Jefferson will be reconstructed with in-kind concrete materials.
- The plans have been amended moving the streetlight several feet further from the driveway at 1117 Jefferson.

Staff recommends approval on the November 18, 2014 Active Agenda.

#### **BACKGROUND**

Nelson Meadow subdivision is located on the east side of Brookbank Road, north of Jefferson Avenue and west of Carpenter Street. The subject property is approximately 4.8 acres and zoned R-3, Residential Detached House 3.

The Nelson Meadow subdivision was approved in February 2006 along with a SIA. The approval subdivided the property into 11 lots and required the construction of public improvements such as

stormwater detention facilities, streets, sidewalks, etc. The subdivision was recorded with DuPage County and the 11 lots were created. The developer did not move forward with the construction of public improvements or homes.

In late 2010, the Village Council approved an addendum to the 2006 SIA that would have allowed the developer to construct the subdivision in two phases. The amended SIA was never executed by the developer.

In 2013, a new developer (Downers Grove TPM Real Estate, LLC) purchased the subdivision. Since the previous SIA has expired, the developer is required to enter into a new SIA.

The developer held a neighborhood meeting on October 30, 2014. A summary of the meeting is attached.

Because the subdivision was previously approved and recorded and the developer is not proposing any changes to the subdivision plat, the Village Council is considering only the SIA.

#### What is an SIA?

A Subdivision Improvement Agreement is a contractual agreement between the Village and the developer that specifies how and when the developer will develop the subdivision in accordance with the Subdivision Control Ordinance regulations. The SIA creates a contractual agreement between the Village and developer that provides the Village additional protection and enforcement mechanisms that the Village may choose to use if the developer fails to comply with the Subdivision Control Ordinance and the terms and conditions of the agreement.

#### Changes to the SIA

The majority of the 2006 SIA language has been carried forward into the 2014 SIA. The following items have been modified in the 2014 SIA:

- o Added section headings for ease of reading (Section 17)
- Clarified the tree preservation and protection requirements as the new developer has already taken steps to demonstrate compliance with the Village Forester's requirements to protect and preserve the existing black walnut trees along the south side of the subdivision that were included in the 2006 SIA.
- Clarified that building permits for individual houses may not be issued until all public improvements, except for sidewalks, parkway trees and final pavement lift, are completed as determined by the Village Engineer.
- o Updated the installation schedule for public improvements.
- o Clarified that the sidewalks shall be installed by the developer or by the Village at the developer's sole expense based on the determination of the Village Engineer.
- o Identified the creation of a dormant Special Service Area (SSA) for maintenance of the detention basin and stormwater system

#### Changes to the Public and Private Improvements

The developer is proposing some changes to the public and private improvements for the subdivision. These changes are reflected in the engineering plans and are summarized below:

- The size and storage capacity of the stormwater detention basin located on Lot 8 has been expanded to comply with the current Stormwater and Flood Plain Ordinance regulations that were amended in 2012.
- o The stormwater detention basin has been modified from a dry-bottom basin to a naturalized basin

- o The house originally planned to be constructed on Lot 8 has been eliminated. Lot 8 will be used only for stormwater management purposes and will be owned and maintained by a homeowners association.
- o The retaining wall on the south side of the stormwater detention basin has shifted north to reduce the potential negative impact on and to allow for additional protection of the black walnut trees along the south property line. The trees will be preserved.
- o The water main has been relocated to the north side of the site, which will reduce the potential negative impact on and provide additional protection for the existing black walnut trees along the south property line. Additional easements have been granted to the Village adjacent to the relocated water main.
- The proposed sidewalk along the south side of the stormwater detention basin near the black walnut trees at the southeast corner of the site has been removed due to the increased size of the detention facility and in an effort to protect the existing black walnut trees along the south property line.

#### Tree Protection and Installation

- o The tree language in the 2014 SIA is consistent with the original 2006 SIA
- o The Village has levied fees for the removal of existing parkway trees and established the number of required parkway trees in a manner consistent with Village Ordinances.
- o The Village Forester has determined that the trees within the Brookbank Road right-of-way are in poor condition and are of no monetary value
- o The developer is required to pay a fee, as determined by the Village Forester, for the removal of two existing parkway trees in the Carpenter Street right-of-way
- o The Village Forester has determined that 34 parkway trees are required to be planted. The developer will provide a fee-in-lieu to the Village so that the Village can plant the parkway trees. The Village Forester has determined that the trees should be distributed in the following manner:
  - o 7 on west side of Carpenter Street
  - o 7 on both sides of Nelson Court
  - o 7 on north side of Jefferson Street
  - o 7 on east side of Brookbank Road
  - o 6 on west side of Brookbank Road

#### Construction Entrance

- o The construction entrance will be located on Carpenter Street as proposed in 2006 and as shown in the 2014 SIA exhibits.
- The construction entrance on Carpenter Street will be used for earthwork, stormwater and underground utility improvements.
- Other construction entrances will be needed and permitted at additional locations when connections to existing infrastructure are being made.
- o Construction access for new house construction will be determined at the time of permit issuance for each individual building permit.

#### **Construction Fencing**

- A chain link fence will be installed around the perimeter of the site during the construction and installation of the public improvements.
- The location of the fence will be determined at the time of the issuance of a site development permit.
- The construction fence will not allow pedestrian access through the site while the public improvements are being constructed.

- Sections of the construction fence will have to be moved from time to time to allow for the connection of new public improvements to existing public improvements.
- Upon completion of the public improvements, the perimeter construction fencing will be removed.
- Construction fencing will be required to be placed around individual lots when new houses are constructed.

#### Posting of Securities to Guarantee the Completion of New Public Improvements

- o The developer shall post a letter of credit in the amount of 120% of the engineer's opinion of probable cost of the new public improvements.
- o In the event that the developer fails to construct the new public improvements according to the terms and conditions of the SIA and the Subdivision Control Ordinance, the Village may draw on the letter of credit and use the proceeds to complete the improvements.

#### Posting of Securities for Damage to Existing Public Improvements

- o The Village will require the developer to post a bond to ensure any costs related to the damage of the existing road network and other existing public improvements can be recouped. The bond must be posted prior to the issuance of a site development permit.
- o The Village truck weight limits will be enforced.
- o The SIA allows the Village to take legal action against the developer if requirements are not met or there is damage to the existing road network

#### **ATTACHMENTS**

Resolution Subdivision Improvement Agreement Aerial Map Neighborhood Meeting Summary

#### RESOLUTION NO. \_\_\_\_\_

# A RESOLUTION AUTHORIZING EXECUTION OF A SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND DOWNERS GROVE TPM REAL ESTATE, LLC (NELSON MEADOW SUBDIVISION)

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

- 1. That the form and substance of a certain Subdivision Improvement Agreement (the "Agreement"), between the Village of Downers Grove ("Village") and Downers Grove TPM Real Estate, LLC ("Developer") for improvements to the Nelson Meadow Subdivision, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.
- 2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.
- 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 this Resolution are hereby repealed.
- 5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

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			Mayor	
Passed: Attest:				
ritest.	Village Clerk			

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THIS INSTRUMENT PREPARED BY AND RETURN TO:	

#### THE ABOVE SPACE FOR RECORDER'S USE

#### VILLAGE OF DOWNERS GROVE SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of November, 2014, by and between the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation ("Village") and Downers Grove TPM Real Estate, LLC. ("Developer").

#### WITNESSETH

**WHEREAS**, the Village is a body politic and corporate, duly organized and existing under the laws of the State of Illinois; and

**WHEREAS**, the Village may exercise any power and perform any function pertaining to its government by virtue of 65 ILCS 5/1-1 *et seq.*; and

WHEREAS, the Village is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution and pursuant to said section, may exercise any power and perform any function pertaining to its government and affairs for the protection of the health, safety, morals and welfare; and

WHEREAS, the Developer is the fee simple title owner of the approximately 4.8 acres of real estate located at the northeast corner of Brookbank Road and Jefferson Avenue and legally described on Exhibit A, attached hereto and made part hereof by this reference (the "Property"); and

WHEREAS, Downers Grove TPM Real Estate, LLC is the Developer of the project who shall be responsible for installing all of the project improvements; and

WHEREAS, the Developer desires to develop the previously subdivided Property per the recorded Final Plat of Subdivision with exceptions designated as the Nelson Meadow Subdivision (the "Subdivision"); said Plat of Subdivision is on file in the Office of the Village Clerk and is incorporated into this Subdivision Improvement Agreement (hereinafter "Agreement") by this reference, as though fully set forth; and

WHEREAS, the Village has approved the Final Plat of Subdivision and is entering into this Agreement with the new Owner and Developer in order to ensure the completion of certain Project Improvements and compliance with certain other conditions and obligations, as defined herein, in accordance with the Municipal Code of the Village ("Village Codes"), as a condition to the issuance of Building and Occupancy Permits for any building to be constructed on the Property; and

**WHEREAS**, the definitions found in the Village Codes shall apply to the terms used in this Agreement.

**NOW, THEREFORE,** in consideration of the foregoing preambles and other good and valuable consideration, the Village, Owner and Developer agree as follows:

#### 1. INCORPORATION OF PREAMBLE.

The preamble is incorporated herein as if each and every one of its terms were set forth herein.

#### 2. INSTALLATION OF IMPROVEMENTS.

The Developer shall furnish at its own cost and expense all necessary materials, labor, and equipment to complete the improvements required by the Village Codes. These improvements are defined in the Village Subdivision Regulations (Chapter 20 of the Village Codes) and depicted in the final engineering plans (Exhibit B), except as such plans may be modified to conform to Village Codes and Ordinances, and may include some or all of the following improvements: streets (public and private), traffic signals, traffic control devices, parking area(s), utilities, sidewalks, street lighting, sanitary sewer system, storm sewers and storm water detention system, water supply system, soil erosion and sedimentation control, tree preservation, common area landscaping, and all other improvements identified in either the Village Codes or in the ordinances approved by the Village Council in connection with the development (hereinafter collectively designated, "Project Improvements"). All these Project Improvements shall be in accordance with the standards, specifications and requirements of the Village. The Project Improvements are indicated on Exhibit B (attached hereto and made a part hereof) which has been prepared by Robinson Engineering, dated September 25, 2014, last revised October 28, 2014, who are registered professional engineers. In addition, the Developer shall cooperate and work with the Village to repair the existing curbs on the south side of Jefferson Avenue. It is agreed that the Village shall be responsible for the costs associated with the repair of the curbs on the south side of Jefferson Avenue.

#### 3. SECURITY FOR PROJECT IMPROVEMENTS.

Attached hereto as Exhibit C, is a complete cost estimate prepared by the project engineer, for the construction of the Project Improvements described in Paragraph 2 hereof. Upon the execution of this Agreement, the Developer will deposit with the office of the Village Engineer a letter of credit as security for the completion of the Project Improvements as set forth in Section 20.402 of the Subdivision Ordinance ("Security Instrument").

The Village Engineer shall review the cost estimate annually to determine if the amount of the security is sufficient to cover the costs of constructing the remaining Public Improvements. If the Village Engineer determines that the letter of credit shall be increased by at least ten percent (10%), then the Developer shall increase the letter of credit as requested by the Village Engineer.

#### 4. <u>RECORDATION OF AGREEMENT</u>.

A building permit for Project Improvements may not be issued until a fully executed copy of this Agreement is recorded against all PINs associated with this Subdivision and the Security Instrument deemed acceptable to the Village is received. The Developer shall provide the Village with verification of recording.

#### 5. <u>REDUCTION OF SECURITY.</u>

Reduction of security shall be accomplished consistent with the requirements set forth in the Village Codes.

#### 6. VILLAGE ENGINEER'S APPROVAL.

All work related to the Project Improvements shall be subject to inspection and approval of the Village Engineer, and his written approval thereof shall be a condition precedent to release of or reduction of the Security Instrument. The approval provided for in this paragraph shall not constitute final acceptance of any or all of the Project Improvements.

#### 7. <u>REIMBURSEMENT FOR COSTS.</u>

The Developer shall pay to the Village all plan review, inspection and other fees, as required by the Village Codes.

#### 8. INSURANCE.

Prior to commencement of any work provided for herein, Developer and/or its contractor shall furnish the Village with evidence of insurance providing for workmen's compensation and

employer's liability insurance, including occupational disease coverage and comprehensive liability insurance to cover said work in the following amounts:

- (a) Workmen's compensation (statutory limits);
- (b) Employer's liability (limits \$1,000,000.00/\$2,000,000.00) including liability for injury or death of Village's employees;
- (c) A minimum of One Million and 00/100 Dollars (\$1,000,000.00) for injury to one person;
- (d) A minimum of Two Million and 00/100 Dollars (\$2,000,000.00) for injury to more than one person; and
- (e) A minimum of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for property damage.

The above amounts being the minimum for each accident. Said certificates of insurance shall name the Village as an additional insured with respect to construction of the Project Improvements covered by this Agreement.

#### 9. INDEMNIFICATION OF VILLAGE.

The Developer hereby agrees, to the greatest extent permitted under Illinois law, to indemnify and hold harmless the Village, its agents, servants, and employees, and each of them, against all loss, damage, attorney's fees or expenses which they may sustain or become liable for on account of injury or death of persons, or on account for damage to or destruction of property resulting from the performance of work under this Agreement by the Developer or his contractors or any employee or subcontractor of any of them, or by the Village, its agents, servants, or employees, or due to the condition of the premises or other property of the Developer upon, about, or in connection with which any work incident to the performance of the terms of this Agreement is carried on except for any negligent or willful act or omission by the Village, its agents, servants, employees or contractors.

#### 10. PUBLIC IMPROVEMENTS GUARANTEE.

The Developer for the Project Improvements herein specified guarantees that the workmanship and material furnished under the specifications and used in said Project Improvements will be furnished and performed in accordance with well-known, established practice and standards recognized by engineers in the trade. All such Project Improvements shall be new and of the best grade of their respective kinds for the purpose. All materials and workmanship will be guaranteed by the Developer for a period of two (2) years from the date for final acceptance by the Village ("Guarantee Period").

There shall be retained by the Village, under the Security Instrument, an amount equal to twenty percent (20%) of the amount of the Security Instrument as a performance guarantee, as set forth in Section 20.407 of the Subdivision Code, as amended from time to time.

The Developer shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of this performance guarantee, and shall leave the improvement in good and sound condition, satisfactory to the Village and the Village Engineer, at the expiration of the Guarantee Period.

Further, if during said Guarantee Period, the improvement shall, in the opinion of the Village Engineer or Village, require any repairs or renewal which, in his or its judgment are necessitated by reason of settlement of foundation, structure, or backfill, or other defective workmanship of materials, the Developer shall, upon notification by the Village Engineer or Village of necessity for such repairs or renewals, make such repairs or renewals at its own cost and expense. Should the Developer fail to make repairs or renewals within a reasonable time following written notification, in each case taking into account winter weather conditions, thereof from the Village, or fail to start working within thirty (30) days after such notification, the Village may cause such work to be done,

either by contract or otherwise, and the entire cost and expense thereof shall be paid and deducted from the amount retained in the Security Instrument. Should such cost and expense exceed the amount retained or remaining in the Security Instrument, the Developer shall pay such amount of excess to the Village.

#### 11. <u>COMPLETION OF PROJECT IMPROVEMENTS.</u>

- (a) The Developer shall cause the Project Improvements to be completed within two (2) years from the date hereof per the Construction Schedule attached as Exhibit D. If the Project Improvements are not completed within the agreed upon time frame, the Developer may request from the Village Council an extension justifying the need for the requested extension and maintain, extend, or substitute the Security Instrument in the full amount provided therein, less any reductions theretofore from time to time approved by the Village, until such time as said Project Improvements are completed. Developer shall cause its engineers to prepare and submit to the Village as and for the Village's property as-constructed drawings in such quantities and in such format as deemed acceptable by the Village Engineer. In the event Developer fails or refuses to cause the extension or substitution of the Security Instrument to be delivered to the Village not less than forty-five (45) days prior to said expiration date, the Village shall have the right, but not the obligation to draw upon the Security Instrument then in force in accordance with the provisions contained therein to complete said Project Improvements.
- (b) Upon completion of any Project Improvement and, further, upon the submission to the Village of a certificate from the engineering firm employed by the Developer stating that the said Project Improvements have been completed in conformance with this Agreement, Village ordinances, the final engineering plans and specifications relative thereto, and any applicable Agreements and all state and federal laws and standards, the Village Engineer shall, within thirty

(30) business days after the Village receives the aforesaid certification from the Developer's engineer either (i) recommend to the Village's corporate authorities final acceptance of said Project Improvement; or (ii) designate in writing to Developer all corrections or alterations which shall be required to obtain a recommendation of final acceptance of said Project Improvement, specifically citing sections of the final engineering plans and specifications, the applicable ordinances or this Agreement, any applicable Agreement or state or federal law or standard, relied upon by said Village Engineer. Should the Village Engineer reject any Project Improvement, or any portion or segment thereof, for a recommendation of final acceptance, the Developer shall cause to be made to such Project Improvement such corrections or modifications as may be required by the Village Engineer. The Developer shall cause the Project Improvements to be submitted and resubmitted as herein provided until the Village Engineer shall recommend final acceptance of same to the corporate authorities of the Village and the corporate authorities shall finally accept same. No Project Improvement shall be deemed to be finally accepted until the corporate authorities shall, by appropriate resolution, finally accept same.

#### 12. <u>COMPLIANCE WITH LAWS AND ORDINANCES.</u>

Notwithstanding this Agreement, in the event an existing valid ordinance of the Village was overlooked at the date hereof, the Developer, upon notice from the Village, and prior to acceptance of the Project Improvements, shall install or perform the improvement or work so required unless otherwise provided in the documentation referenced in this Agreement; further, any law or ordinance which shall be passed by the Village after the date of this Agreement, which is a law or ordinance directed to life-safety consideration, shall apply to the Property as of the effective date of said law or ordinance unless a building permit has been issued, in which case work may be completed pursuant to that building permit. However, should the "life-safety" ordinance contain a

retroactive clause and an occupancy certificate has not been issued, the building shall be brought into conformance with the retroactive ordinance. All future work for which building permits have not been issued shall comply with said life-safety law or ordinance.

#### 13. <u>LIEN WAIVERS</u>.

The Developer shall furnish the Village with a contractor's affidavit showing all subcontractors and materialmen and lien waivers that all persons who have done work, or have furnished materials under this Agreement, and are entitled to a lien therefor under any laws of the State of Illinois, have been fully paid or are no longer entitled to such lien.

#### 14. <u>SIDEWALKS.</u>

As part of the Subdivision, the Developer agrees to install or pay a fee-in-lieu of installing sidewalk, in accordance with Village standards, along Brookbank Road, Jefferson Avenue, Nelson Court and Carpenter Street within the subdivision as depicted on the final approved engineering drawings. The Village Engineer shall determine whether the Developer shall be required to install the sidewalk or pay a fee-in-lieu of installing the sidewalk.

#### **15.** TREES.

Parkway trees for a subdivided lot shall be installed at the expense of Developer by the Village Forester. The Village Forester has determined that 34 parkway trees are required at a cost of \$17,000 to be paid upon issuance of the Project Improvements permit.

The Developer shall preserve and protect the existing black walnut trees located on the adjacent property to the south subject to the preservation methods as indicated on the final approved engineering drawings. Said tree preservation methods shall be reviewed and approved by the Village Forester.

The Developer shall use its best efforts to preserve, protect or remove the existing trees in the

Brookbank Road right-of-way as directed by the Village Forester.

#### 16. <u>DETENTION BASIN.</u>

- (a) The Developer shall submit a detailed landscape plan for the retaining walls and grading of the detention basin located on Lot 8 of the Subdivision. The plan shall be reviewed and approved by the Village Forester. Upon approval of the landscape plan, the Developer shall adhere to the terms and conditions of said plan.
- (b) The Village shall establish a Special Service Area pursuant to 35 ILCS 200/27-5 for the purpose of providing all revenue for the cost of fully maintaining the common area and all storm water facilities. All owners of property within the Subdivision shall be advised by the Developer -that the property within the Subdivision is subject to a dormant Special Service Area in favor of the Village.

#### 17. <u>NOTIFICATION REQUIREMENTS.</u>

- (a) Water Main/Driveway Aprons The Developer shall provide the property owners affected by the connection to the new water main a minimum of 24 hours notice of the service disruption and will provide those property owners that will be restricted from accessing their driveway aprons a minimum of 24 hours notice of the restriction and provide alternate locations for parking.
- (b) 1117 Jefferson Avenue Driveway The Developer shall relocate and reconstruct the portion of the driveway located within the existing right-of-way for the property located at 1117 Jefferson Avenue, as shown on the approved engineering plans, attached hereto as exhibit B. The driveway shall be reconstructed with similarin-kind concrete materials as currently in place at the location. The Developer shall provide the property owners at 1117 Jefferson Avenue with a minimum of ten (10) days notice of the reconstruction activities. Weather permitting, aAll driveway

reconstruction activities shall be completed within five (5) business days, excluding the necessary concrete curing period. All necessary parkway restoration shall be completed within two weeks from completion of the curing period, weather permitting. Developer shall perform all work in accordance with industry standards and shall not be responsible for any damages that may occur as a result of the Owner's disregard of those standards.

#### 18. FRONT BUILDING LINE:

The Developer shall record a restrictive covenant requiring a minimum front yard setback at thirty-two (32) feet for the properties fronting Carpenter Street and Brookbank Road. All other setbacks shall comply with the Village Municipal Code.

#### 19. BUILDING PERMITS.

The Developer agrees to install all Project Improvements, except sidewalks, parkway trees and final surface course of roadway, prior to the issuance of any building permits for any structure. The Village Engineer may deny a building permit for any structure to be erected on any lot in the subdivision until such time as the Developer shall have completed such Project Improvements necessary to provide reasonable access, adequate drainage, and proper water and sanitary sewage facilities to serve the lot on which such structure is to be built, as determined by the Village Engineer and required pursuant to any Village Ordinance or the terms of this Agreement.

#### 20. <u>MAINTENANCE OF PROJECT IMPROVEMENTS</u>.

The Developer shall be responsible for the maintenance of the Project Improvements until such time as they are accepted by the corporate authorities of the Village. This maintenance shall include routine maintenance such as snow plowing of streets as well as emergency maintenance such as sewer blockages and water main breaks. If the Developer fails to maintain the Public Improvements, the Village shall have the right, but not the duty, to undertake such maintenance.

Developer hereby agrees to reimburse the Village its costs for the performance of this maintenance or repair upon receipt of an invoice from the Village setting forth said cost to the Village.

#### 21. <u>DAMAGE TO PROJECT IMPROVEMENTS.</u>

The Developer shall be responsible for any and all damage to the Project Improvements, which may occur during the construction of the Project irrespective of whether the Project Improvements damaged have or have not been finally accepted hereunder. Developer shall replace and repair damage to the Project Improvements installed within, under or upon the Property resulting from construction activities by Developer, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this Agreement, but shall not be deemed hereby to have released any other party from liability or obligation in this regard. Developer shall have no obligation with respect to damage resulting from ordinary use, wear and tear occurring after final acceptance.

#### 22. <u>RELEASE OF SECURITY INSTRUMENT.</u>

At the expiration of the Guaranty Period, the amount retained in the Security Instrument, less any and all necessary expenses which have been incurred by the Village in connection with the maintenance of the Project Improvement, other than the ordinary and usual care and maintenance thereof for any improvement of such type and age, shall be released by the Village and the Security Instrument shall be terminated.

#### 23. <u>VILLAGE REMEDIES.</u>

(a) From and after the date on which the Village's Engineer notifies the Developer, in writing, that the Developer is in default of any of its obligations under this Agreement, the Developer shall pay to the Village, upon demand, all of the Village's fees, costs and expenses incurred in enforcing the provisions of this Agreement against Developer, including, without limitation,

engineers' and attorneys' fees, costs and expenses, and if any litigation is instituted as part of such enforcement, any court costs and filing fees in addition to the attorneys' fees incurred therein.

- (b) The Village shall have the right to pursue any and all remedies at law or in equity against the Developer and/or Owner, including, but not limited to drawing on the Security Instrument, pursuing all remedies at law to recover all costs owed by the Developer, or an action for specific performance of Developer's obligations under this Agreement.
- (c) The rights and remedies of the Village as provided herein, in the Village Codes and/or in any agreements between the Village and Developer regarding the Subdivision, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the Village, and may be exercised as often as occasion thereof shall arise. Failure of the Village, for any period of time or on more than one occasion, to exercise such rights and remedies, shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act or omission of the Village, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release shall be affected only through a written document executed by the Village and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the Village's rights or remedies hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the Village is not required to be given.

#### 24. <u>BINDING EFFECT</u>.

This Agreement shall be binding upon all parties, their successors, assigns, and grantees.

#### 25. CONTINUITY OF OBLIGATIONS.

- (a) This Agreement shall inure to the benefit of and shall be binding upon Developer's and Owner's successors in title, and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality.
- (b) Owner and Developer acknowledge and agree that the obligations assumed by each of them under this Agreement shall be binding upon them respectively and any and all of their respective heirs, successors, and assigns and the successor record owners and/or successor Developers of all or any portion of the Property. For purposes of this section, Developer's obligations shall not be assumed by a purchaser of a single family home, townhome or condominium who is a third party purchaser from owner and/or developer. To assure that such heirs, successors, and assigns have notice of this Agreement and the obligations created by it, Owner and Developer agree:
  - (i) that this Agreement shall be recorded with the DuPage County Recorder of Deeds;
  - to require, prior to the transfer of title to all or any portion of the Property, the (ii) transferee of said portion of the Property to be bound by the provisions of this Agreement pursuant to the execution of an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement"), said Assignment and Assumption Agreement to be in a form substantially in conformance with Exhibit E attached hereto and made a part hereof. The Village agrees that upon a successor becoming bound to the personal obligations created herein by execution of the Assignment and Assumption Agreement, the personal liability of Owner and/or Developer or other predecessor obligor under this Agreement shall be released to the extent of the successor's interest in the Property. Owner agrees to notify the Village in writing at least thirty (30) days prior to any date upon which Owner transfers a legal or beneficial interest in any portion of the Property to a transferee. Owner or any other predecessor obligor shall, not less than seven (7) business days prior to the effective date of the Assignment and Assumption Agreement becoming enforceable against the Village, provide the Village with a fully executed copy of the hereinabove required Assignment and Assumption Agreement by the transferee to be bound by the provisions of this Agreement. Security previously posted for subdivision improvements by the Owner and/or Developer or other predecessor obligor, shall not be released by the Village until a suitable substitute is provided by the successor

and is accepted in writing by the Village. In the event any transferee or Owner or Developer requires proof that a particular provision of this Agreement has been satisfied, the Village agrees to issue a written statement as to which provisions of this Agreement, if any, have been satisfied.

(c) All the terms and conditions of this Agreement shall constitute covenants running with the land.

#### 26. AMENDMENTS.

All amendments to this Agreement shall be in writing and approved by the Mayor and Village Council. Village ordinance provisions in effect at the time of the request for amendment shall apply, unless otherwise expressly specified.

#### 27. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one Agreement.

#### 28. GOVERNING LAW.

This Agreement shall be interpreted and construed in accordance with laws of the State of Illinois.

#### 29. NOTICES.

All Notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

(a) The Village at: Village Manager

Village of Downers Grove 801 Burlington Avenue

Downers Grove, Illinois 60515-4776;

(b) Developer at: Downers Grove TPM Real Estate, LLC.

Attn: Tom Wake

1415 W Diehl, Suite 300N Naperville IL 60563 **IN WITNESS WHEREOF**, the Village has caused this Agreement to be executed by its Mayor and attested by its Clerk as of the date first above written.

	VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation
	By: Its: Mayor
ATTEST:	
Its: Village Clerk	
	By: MANAGING PARING
ATTEST:	

 $1\\mw\\agr.14\\NelsonMeadow\_SIA\_11-06-14-ck$ 

STATE OF ILLINOIS	)
	) ss
COUNTY OF DUPAGE	)
KANE	

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that HOMAS WAKE MANAGING PROF DOWNERS GROVE TOM REAL ESTATE ("Developer"), of said corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such HAS appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument, as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said HE as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument, as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7TH day of November. 2014



Notary Public

#### **EXHIBIT LIST**

EXHIBIT A - Legal Description
EXHIBIT B - Final Engineering Plans
EXHIBIT C - Cost Estimate

**EXHIBIT D - Construction Schedule** 

**EXHIBIT E - Assignment and Assumption Agreement** 

#### **EXHIBIT A - Legal Description**

Lots 1 through 11 both inclusive, in Nelson Meadow Subdivision, being a resubdivision of Lot 52 in Branigar Brothers in Downers Grove Farms, being a subdivision in Sections 17 and 18, Township 38 North, Range 11, East of the Third Principal Meridian, according to said Plat of Resubdivision recorded June 20, 2006 as Document R2006-117953, in DuPage County, Illinois.

#### PINs:

09-17-108-016 - 5733 Brookbank Rd

09-17-108-017 - 5735 Brookbank Rd

09-17-108-018 - 1140 Jefferson Ave

09-17-108-019 - 5742 Nelson Ct

09-17-108-020 - 5738 Nelson Ct

09-17-108-021 - 5731 Nelson Ct

09-17-108-022 - 5737 Nelson Ct

09-17-108-023 - 5743 Nelson Ct (Detention Facility)

09-17-108-024 - 5740 Carpenter St

09-17-108-025 - 5736 Carpenter St

09-17-108-026 - 5732 Carpenter St

**SECTION 17, TOWNSHIP 38, RANGE 11** 

JOINT

UTILITY

LOCATING

**INFORMATION FOR** 

**EXCAVATORS** 

48 hours before you dig

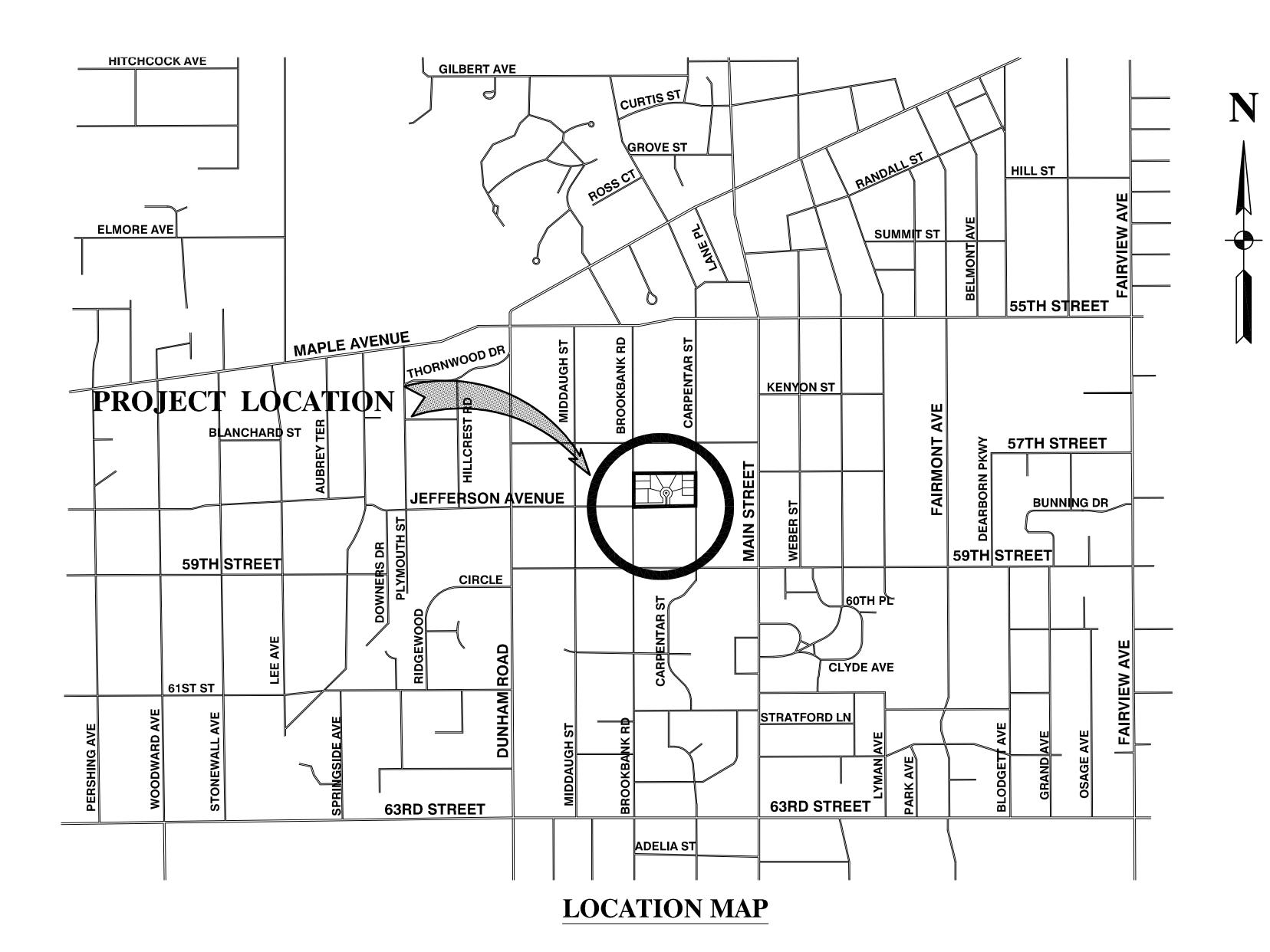
(EXCLUDING SAT., SUN. & HOL.)

ONE-CALL SYSTEM

Call: 811 OR 1-800-892-0123

## NELSON MEADOW

## DOWNERS GROVE, DUPAGE, ILLINOIS



## **INDEX OF SHEETS**

- 1. COVER SHEET
- 2.-4. GENERAL NOTES
- 5. EXISTING CONDITIONS & DEMOLITION PLAN
- 6. GEOMETRIC PLAN
- GRADING PLAN
- B. UTILITY PLAN
- 9. PLAN & PROFILE-BROOKBANK ROAD
- 10. PLAN & PROFILE-JEFFERSON AVENUE
- 11. PLAN & PROFILE-NELSON COURT
- 12. LIGHTING PLAN
- 13. EROSION CONTROL PLAN
- 14.-20. CONSTRUCTION DETAILS

06/24/14 ORIGINAL DATE

## **REVISIONS**

1.	08/15/14	VILLAGE COMMENTS
2.	09/25/14	VILLAGE COMMENTS
3.	10/08/14	VILLAGE COMMENTS
4.	10/28/14	SANITARY DISTRICT COMMENTS

OWNER

DOWNERS GROVE TPM, LLC 280 W. SHUMAN BLVD., STE. 280 NAPERVILLE, IL 60566 (630) 325-5058

ENGINEER

ROBINSON ENGINEERING, LTD 300 PARK BLVD, STE. 309 ITASCA, IL 60143 (847) 250-5635

PREPARED BY OR UNDER THE DIRECT SUPERVISION OF:





LICENSE EXPIRES: 11/30/15

PROFESSIONAL ENGINEER



BENCH MARK: DGN17001
DESCRIPTION: STATION IS LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF MAIN STREET AND 55TH STREET. STATION IS 26.5 FT. SOUTH OF THE CENTERLINE OF 55TH STREET, 51.0 FT. WEST OF THE CENTERLINE OF MAIN STREET AND 15.0 FT. EAST OF A POWER POLE. MONUMENT IS A BRONZE DISK IN THE SOUTHEAST SIDE OF A CONCRETE TRAFFIC SIGNAL BASE. ELEVATION=756.72

### **BENCH MARK:**

BENCH MARK: DGN07001
DESCRIPTION: STATION IS LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF MAPLE AVENUE AND DUNHAM ROAD, WHERE MAPLE AVENUE TURNS NORTH AND BECOMES 55TH STREET TO THE EAST. STATION IS 86.0 FT WEST OF THE CENTERLINE OF MAPLE/DUNHAM, 33.0 FT. NORTH OF THE CENTERLINE OF MAPLE/55TH STREET, AND 14.4 FT. EAST OF A POWER POLE. MONUMENT IS A BRASS DISK IN THE SOUTHWEST CORNER OF THE CONCRETE BASE OF A TRAFFIC SIGNAL BOX. ELEVATION=743.21



ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.

PROJECT NO. 14-276\_01

SHEET NO. 1 OF 20

#### GENERAL NOTES

- 1. THE CONTRACTOR SHALL NOTIFY THE CITY/VILLAGE, THE OWNER AND THE ENGINEER AT LEAST 48 HOURS IN ADVANCE OF STARTING ANY CONSTRUCTION. THE CONSTRUCTION SHALL BE UNDER THE GENERAL INSPECTION OF THE CITY/VILLAGE ENGINEER AND THE OWNER'S ENGINEER.
- 2. THE STANDARD SPECIFICATIONS GOVERNING THIS PROJECT ARE THE FOLLOWING:
- VILLAGE OF DOWNERS GROVE (VILLAGE ORDINANCES, CODES, AND REGULATIONS)

DOWNERS GROVE SANITARY DISTRICT (ORDINANCES, CODES AND REGULATIONS)
ROADWAY AND EARTHWORK CONSTRUCTION SHALL CONFORM TO "THE IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS" CURRENT EDITION.
WATER AND SEWER MAIN CONSTRUCTION SHALL CONFORM TO "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", CURRENT EDITION.

WHERE A CONTRADICTION OCCURS WITH ANY PART OF THE STANDARD SPECIFICATIONS, THE MOST STRINGENT REQUIREMENT SHALL TAKE PRECEDENCE, AS DETERMINED BY THE ENGINEER.

3. NO CONSTRUCTION PLANS SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED "FOR CONSTRUCTION". PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO THE ENGINEER BEFORE DOING ANY WORK. OTHERWISE THE CONTRACTOR ASSUMES FULL RESPONSIBILITY. IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTIONS FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE

4. SOIL BORING REPORTS, ARE AVAILABLE AT THE OFFICE OF THE OWNER, AND ARE SOLELY FOR THE INFORMATION AND GUIDANCE OF THE CONTRACTORS, AND THE OWNER AND ENGINEER MAKE NO REPRESENTATION OR WARRANTY REGARDING THE INFORMATION CONTAINED IN THE BORING LOGS. THE CONTRACTOR SHALL MAKE HIS OWN INVESTIGATIONS AND SHALL PLAN HIS WORK ACCORDINGLY. ARRANGEMENTS TO ENTER THE PROPERTY DURING THE BIDDING PHASE MAY BE MADE UPON REQUEST OF THE OWNER. THERE WILL BE NO ADDITIONAL PAYMENT FOR EXPENSES INCURRED BY THE CONTRACTOR RESULTING FROM ADVERSE SOIL OR GROUNDWATER CONDITIONS.

- 5. THE OWNER'S ENGINEER WILL OBTAIN THE NECESSARY APPROVALS FORM THE FOLLOWING AGENCIES:
  - A. VILLAGE OF DOWNERS GROVE
    B. DOWNERS GROVE SANITARY DISTRICT
  - C. THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) WATER AND SEWER DEPARTMENTS
  - D. THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT)

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY OTHER REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. HE SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS. HE SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE ENGINEER.

6. THE CONTRACTOR SHALL KEEP A SET OF "APPROVED" CONSTRUCTION PLANS ON THE JOB SITE, AND SHALL MAINTAIN (AS INDICATED HEREIN AND ELSEWHERE WITHIN THESE CONSTRUCTION NOTES, SPECIFICATIONS, AND PLANS) A LEGIBLE RECORD ON SAID PLANS OF ANY FIELD TILE ENCOUNTERED. ANY MODIFICATIONS/ALTERATIONS TO ALIGNMENT AND/OR TO PLANS AND SPECIFICATIONS OF PROPOSED IMPROVEMENTS, ETC. UPON COMPLETION OF THE CONTRACTORS' WORK, SAID PLANS AND INFORMATION SHALL BE PROVIDED TO ENGINEER.

7. ALL CONTRACTORS AND THEIR SUBCONTRACTORS SHALL INDEMNIFY THE OWNER, ENGINEER, AND MUNICIPALITY FROM ALL LIABILITY RESULTING FROM ANY NEGLIGENT ACT OR OMISSION WITH THEIR CONSTRUCTION, INSTALLATION, AND TESTING OF WORK ON THIS PROJECT AND SHALL NAME THEM AS ADDITIONAL INSURED ON THEIR COMMERCIAL GENERAL LIABILITY POLICIES FOR CLAIMS ARISING OUT OF THE WORK ON THIS PROJECT. A PROPER CERTIFICATE OF INSURANCE SHALL BE ISSUED PRIOR TO THE START OF CONSTRUCTION.

8. NOT ALL GAS, POWER OR TELEPHONE LINES, WHETHER ABOVE OR BELOW GROUND, HAVE BEEN SHOWN ON THE PLANS. THE LOCATION OF EXISTING UNDERGROUND UTILITIES, SUCH AS WATERMAINS, SEWERS, FIELD TILES, ETC., AS SHOWN ON THE PLANS, HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR MUST ASSUME RESPONSIBILITY FOR ALL UTILITIES WHETHER SHOWN OR NOT, AND MUST REALIZE THAT THE ACTUAL LOCATIONS OF THE UTILITIES SHOWN MAY BE DIFFERENT THAN INDICATED.

9. ELECTRIC, TELEPHONE, NATURAL GAS, AND OTHER UTILITY COMPANIES HAVE UNDERGROUND AND/OR OVERHEAD SERVICE FACILITIES IN THE VICINITY OF THE PROPOSED WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE CONTRACTOR SHALL CALL J.U.L.I.E. AT (800) 892-0123 FOR UTILITY LOCATIONS.

10. THE CONTRACTOR SHALL FIELD VERIFY LOCATION, ELEVATION, MATERIAL, AND SIZE OF EXISTING UTILITIES AND STRUCTURES. NO ADDITIONAL COMPENSATION IS ALLOWED FOR MINOR DEVIATIONS OF ACTUAL CONDITIONS FROM THOSE SHOWN. IF THERE ARE ANY DISCREPANCIES, THE CONTRACTOR IS TO NOTIFY THE ENGINEER AT ONCE. NO WORK SHALL BE DONE UNTIL THE DISCREPANCY IS RESOLVED.

EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS.

12. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

13. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE OWNER, ENGINEER AND OTHER APPLICABLE GOVERNMENTAL AGENCIES.

14. THE CONTRACTOR WILL BE REQUIRED TO REPLACE IN KIND ALL SURFACE FEATURE'S DAMAGED OR REMOVED INCLUDING, BUT NOT LIMITED TO, CURB AND GUTTER, STREET PAVING, SIDEWALKS, DRIVES, LAWNS, TREES, PROPERTY PINS AND/OR MONUMENTS (COST INCIDENTAL).

15. WHERE OVERHANGING BRANCHES INTERFERE WITH OPERATIONS OF CONSTRUCTION, SAID BRANCHES SHALL BE TRIMMED AND SEALED IN ACCORDANCE WITH SECTION 201 OF THE I.D.O.T. STANDARD SPECIFICATIONS, AND THE COST OF SAME SHALL BE INCIDENTAL TO THE CONTRACT. TREES SHALL BE REMOVED ONLY AFTER RECEIVING APPROVAL OF THE OWNER. THE OWNER SHALL DESIGNATE THOSE TREES WHICH ARE TO BE REMOVED. A CONTRACTOR REMOVING TREES WITHOUT OWNER'S APPROVAL WILL BE RESPONSIBLE FOR REPLACEMENT OF SAID TREE(S) AS DIRECTED BY OWNER AT CONTRACTOR'S EXPENSE. IF ADDITIONAL TREES OR SHRUBS MUST BE REMOVED, THEY WILL BE PAID FOR IN ACCORDANCE WITH SPECIFICATIONS.

16. REMOVED PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC. SHALL BE DISPOSED OF LEGALLY BY THE CONTRACTOR, IF ONSITE DISPOSAL IS NOT FEASIBLE..

17. ALL PERMANENT TYPE PAVEMENTS OR OTHER PERMANENT IMPROVEMENTS WHICH ABUT THE PROPOSED IMPROVEMENT AND MUST BE REMOVED, SHALL BE SAWED FULL DEPTH WHERE DIRECTED PRIOR TO REMOVAL. ALL ITEMS SO REMOVED SHALL BE REPLACED WITH SIMILAR CONSTRUCTION MATERIALS TO THEIR ORIGINAL CONDITION OR BETTER. PAYMENT FOR SAWING SHALL BE INCLUDED IN THE COST FOR REMOVAL OF EACH ITEM.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC DURING ALL PHASES OF CONSTRUCTION. BARRICADES AND WARNING SIGNS SHALL BE PROVIDED IN ACCORDANCE WITH THE IDOT. STANDARD SPECIFICATIONS. ADEQUATE LIGHTING SHALL BE MAINTAINED FROM DUSK TO DAWN AT ALL LOCATIONS WHERE CONSTRUCTION OPERATIONS WARRANT, OR AS DESIGNATED BY THE ENGINEER OR MUNICIPALITY. ALL TRAFFIC CONTROL WORK SHALL BE DONE IN ACCORDANCE WITH THE I.D.O.T. "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

19. THE CONTRACTOR SHALL HAVE A COMPETENT SUPERINTENDENT ON THE PROJECT SITE AT ALL TIMES IRRESPECTIVE OF THE AMOUNT OF WORK SUBLET. THE SUPERINTENDENT SHALL BE CAPABLE OF READING AND UNDERSTANDING THE PLANS AND SPECIFICATIONS, SHALL HAVE FULL AUTHORITY TO EXECUTE ORDERS TO EXPEDITE THE PROJECT, AND SHALL BE RESPONSIBLE FOR SCHEDULING AND HAVE CONTROL OF ALL WORK AS THE AGENT OF THE CONTRACTOR.

20. ALL EXISTING TRAFFIC SIGNS, STREET SIGNS, ETC., WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND NOT NOTED FOR REMOVAL OR DISPOSAL SHALL BE REMOVED AND RESET BY THE CONTRACTOR AT LOCATIONS AS DESIGNATED BY THE ENGINEER. THIS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED. DAMAGE TO THESE ITEMS SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. ALL SIGNS NOT REQUIRED TO BE RESET SHALL BE DELIVERED TO THE VILLAGE AS APPROPRIATE.

21. DURING CONSTRUCTION OPERATIONS THE CONTRACTOR SHALL INSURE POSITIVE SITE DRAINAGE AT THE CONCLUSION OF EACH DAY. SITE DRAINAGE MAY BE ACHIEVED BY DITCHING, PUMPING OR ANY OTHER ACCEPTABLE METHOD. THE CONTRACTOR'S FAILURE TO PROVIDE THE ABOVE WILL PRECLUDE ANY POSSIBLE ADDED COMPENSATION REQUEST, DUE TO DELAYS OR UNSUITABLE MATERIALS CREATED AS A RESULT THEREOF.

22. WHENEVER DURING CONSTRUCTION OPERATIONS, ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF GUTTERS, DRAINAGE STRUCTURES, DITCHES, ETC. SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, THIS LOOSE MATERIAL SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY BY THE RESPONSIBLE PARTY. AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

23. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER OR EXTENDED TO OUTLET INTO A PROPOSED DRAINAGE WAY. IF THIS CANNOT BE ACCOMPLISHED, THEN IT SHALL BE REPAIRED WITH NEW PIPE OF SIMILAR SIZE AND MATERIAL TO THE ORIGINAL LINE AND PUT IN ACCEPTABLE OPERATION CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE FOR ONSITE DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

24. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND FEDERAL SAFETY REGULATIONS AS OUTLINED IN THE LATEST REVISIONS OF THE FEDERAL CONSTRUCTION SAFETY STANDARDS (SERIES 1926) AND WITH APPLICABLE PROVISIONS AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS OF THE WILLIAMS STELGER OCCUPATIONAL HEALTH STATE SAFETY ACT OF 1970 (REVISED). THE CONTRACTOR, ENGINEER AND OWNER SHALL EACH BE RESPONSIBLE FOR HIS OWN RESPECTIVE AGENTS AND EMPLOYEES.

25. WHENEVER THE PERFORMANCE OF WORK IS INDICATED ON THE PLANS, AND NO ITEM IS INCLUDED IN THE CONTRACT FOR PAYMENT, THE WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

26. THE VILLAGE OF DOWNERS GROVE OWNS AND OPERATES TRAFFIC SIGNALS, STREET LIGHTS AND CABLE IN THE VICINITY OF THE WORK. THE CONTRACTOR SHALL REQUEST A CABLE LOCATE A MINIMUM OF 48 HOURS (EXCLUSIVE OF SATURDAYS, SUNDAYS, AND HOLIDAYS) PRIOR TO EXCAVATION AT ANY LOCATION WITHIN THE PUBLIC RIGHT-OF-WAY.

27. LINE AND GRADE STAKES WILL BE SET ONE TIME AND ONE TIME ONLY BY THE SURVEYOR AT THE OWNER'S EXPENSE. CONTRACTORS SHALL NOTIFY THE OWNER AND SURVEYOR THAT STAKES WILL BE NEEDED AT LEAST 3 WORKING DAYS IN ADVANCE OF STARTING THEIR WORK. (ADDITIONAL NOTIFICATION SHALL BE PROVIDED PRIOR TO THE START OF INITIAL PROJECT CONSTRUCTION OPERATIONS). ANY AND ALL REQUIRED RESTAKING WILL BE PERFORMED BY THE SURVEYOR AT THE EXPENSE OF THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF EACH CONTRACTOR TO PROTECT STAKES PROVIDED FOR HIS USE AND TO REPORT TO THE OWNER'S SUPERINTENDENT ANY SPECIFIC INSTANCES OF DAMAGED OR ALTERED STAKES AND/OR MONUMENTS PROVIDED.

#### DEMOLITION, CLEARING, GRUBBING, TREE PROTECTION AND PLANTING

1. ALL ITEMS NOTED ON THE PLANS TO BE REMOVED OR OTHER ITEMS NOT SPECIFICALLY NOTED NECESSARY TO BE REMOVED TO CONSTRUCT THE PROPOSED IMPROVEMENTS SHALL BE DEMOLISHED/REMOVED AND DISPOSED OF LEGALLY OFF—SITE AT NO ADDITIONAL COST TO THE OWNER.

2. ALL TREES, STUMPS, BRUSH, ROOTS AND OTHER OBJECTIONABLE MATERIAL SHALL BE CUT, GRUBBED, REMOVED AND DISPOSED OF OFF-SITE FROM THE AREAS DELINEATED ON THE PLANS. ALL CLEARING AND GRUBBING SHALL BE APPROVED BY THE OWNER AND THE ENGINEER.

3. TREES OR GROUPS OF TREES SHOWN TO BE PROTECTED OR BEYOND THE LIMITS OF DISTURBANCE SHALL BE PROTECTED FROM DAMAGE BY ALL CONSTRUCTION OPERATIONS BY ERECTING TREE PROTECTION FENCING, OR BY OTHER APPROVED MEANS, CONSTRUCTION OPERATIONS SHALL BE CONDUCTED IN A MANNER TO PREVENT DAMAGING TREES DESIGNATED TO REMAIN OR TREES LOCATED OUTSIDE OF THE LIMITS OF DISTURBANCE.

4. AREAS OUTSIDE THE LIMITS OF DISTURBANCE SHALL BE PROTECTED FROM DAMAGE AND NO EQUIPMENT OR MATERIALS SHALL BE STORED IN THESE AREAS.

5. NO STUMPS, TREES, LIMBS, OR BRUSH SHALL BE BURIED IN ANY FILLS OR EMBANKMENTS.

6. CLEARING, TREE REMOVAL, TREE PROTECTION, TREE CARE, REPAIR AND REPLACEMENT OF BOTH EXISTING AND NEW PLANT MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 201 OF THE IDOT. STANDARD SPECIFICATIONS.

7. PLANTING AND CARE OF WOODY PLANTS SUCH AS TREES, SHRUBS, ETC. SHALL BE IN ACCORDANCE WITH SECTION 253 OF THE I.D.O.T. STANDARD SPECIFICATIONS

### WORK UNDER THIS SECTION SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

EARTHWORK

A. STRIPPING OF TOPSOIL FROM ALL STREET, PARKING LOT, RIGHT-OFWAY, BUILDING PAD, AND OTHER DESIGNATED STRUCTURAL AREAS.

B. STOCKPILING OF TOPSOIL AT LOCATIONS AS DIRECTED BY THE OWNER. TOPSOIL STOCKPILED FOR FUTURE USE SHALL BE RELATIVELY FREE FROM LARGE ROOTS, STICKS, WEEDS, BRUSH, STONES LARGER THAN ONE (1) INCH DIAMETER, OR OTHER LITTER AND WASTE PRODUCTS INCLUDING EXTRANEOUS MATERIALS NOT CONDUCIVE TO PLANT GROWTH. TOPSOIL SHALL BE STOCKPILED IN SEQUENCE TO ELIMINATE ANY REHANDLING OR DOUBLE MOVEMENTS BY THE CONTRACTOR. FAILURE TO PROPERLY SEQUENCE THE STOCKPILING OPERATIONS SHALL NOT CONSTITUTE A CLAIM FOR ADDITIONAL COMPENSATION. NO MATERIAL SHALL BE STOCKPILED IN FRONT YARDS, OVERLAND DRAINAGE SWALES (FLOOD ROUTING AREAS) IN PROPOSED UTILITY LOCATIONS, IN UTILITY EASEMENTS, OR IN THE RIGHT—OF—WAY.

C. REMOVING UNSUITABLE MATERIALS AS SPECIFIED FROM ROADWAY, DRIVEWAY/PARKING, BUILDING PAD, AND OTHER DESIGNATED AREAS.

D. DEMOLITION AND REMOVAL OF EXISTING BUILDINGS AND/OR PAVEMENTS INCLUDING OFFSITE DISPOSAL OF SAME, AT A DUMP SITE AS SELECTED BY THE CONTRACTOR. ONSITE DISPOSAL WILL NOT BE ALLOWED.

E. CLAY CUT AND CLAY FILL WITH COMPACTION WITHIN ROADWAY, DRIVEWAY/PARKING, BUILDING PAD, AND OTHER DESIGNATED AREAS.

F. EXCAVATION AND GRADING OF THE OPEN SPACE AND/OR YARD AREAS PER PLAN INLCUDING CONSTRUCTION OF BERMS, ETC.

G. PLACEMENT AND COMPACTION OF CLAY TO STANDARDS AND DETAILS REQUIRED ON THE CONSTRUCTION PLANS TO THE DESIGN SUBGRADE ELEVATIONS. THE CONTRACTOR WILL NOTE THAT THE ELEVATIONS SHOWN ON THE CONSTRUCTION PLANS ARE FINISHED GRADE ELEVATIONS AND THAT PAVEMENT AND/OR TOPSOIL REPLACEMENT THICKNESS MUST BE SUBTRACTED TO DETERMINE SUBGRADE ELEVATIONS.

H. PLACEMENT AND COMPACTION OF NON-STRUCTURAL FILLS.

I. IF REQUIRED, REMOVAL FROM SITE AND DISPOSAL OF ANY EXCESS OR UNSUITABLE MATERIAL UPON COMPLETION OF MASS GRADING.

J. MOVEMENT AND COMPACTION OF SPOIL MATERIAL FROM THE CONSTRUCTION OF UNDERGROUND UTILITIES

K. BACKFILLING OF CURBS AND/OR PAVEMENT ANS SIDEWALK AFTER INSTALLATION OF SAME BY THE PAVING CONTRACTOR.

L. FINAL SHAPING AND TRIMMING TO THE LINES, GRADES, AND CROSSSECTIONS SHOWN IN THESE PLANS; AND TOPSOIL PLACEMENT TO DESIGN FINISHED GRADE ELEVATIONS.

M. SOIL EROSION CONTROL MEASURES IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS.

2. PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES, A "SNOW FENCE" SHALL BE ERECTED AROUND ANY TREE DESIGNATED ON THE PLANS TO BE PRESERVED. SAID FENCE SHALL BE PLACED IN A CIRCLE CENTERED AROUND THE TREE, THE DIAMETER OF WHICH SHALL BE SUCH THAT THE ENTIRE DRIP ZONE (EXTENT OF FURTHEST EXTENDING BRANCHES) SHALL BE WITHIN THE FENCE LIMITS. THE EXISTING GRADE WITHIN THE FENCED AREA SHALL NOT BE DISTURBED.

3. PRIOR TO ONSET OF MASS GRADING OPERATIONS THE EARTHWORK CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SOIL EROSION CONTROL SPECIFICATIONS. THE INITIAL ESTABLISHMENT OF EROSION CONTROL PROCEDURES AND THE PLACEMENT OF FILTER FENCING, ETC. TO PROTECT ADJACENT PROPERTY SHALL OCCUR BEFORE MASS GRADING BEGINS, AND IN ACCORDANCE WITH THE SOIL EROSION CONTROL CONSTRUCTION SCHEDULE.

4. SOIL BORING REPORTS, AVAILABLE AT THE OFFICE OF THE OWNER AND ARE SOLELY FOR THE INFORMATION AND GUIDANCE OF THE CONTRACTORS, AND THE OWNER AND ENGINEER MAKE NO REPRESENTATION OR WARRANTY REGARDING THE INFORMATION CONTAINED IN THE BORING LOGS. THE CONTRACTOR SHALL MAKE HIS OWN INVESTIGATIONS AND SHALL PLAN HIS WORK ACCORDINGLY. ARRANGEMENTS TO ENTER THE PROPERTY DURING THE BIDDING PHASE MAY BE MADE UPON REQUEST OF THE OWNER. THERE WILL BE NO ADDITIONAL PAYMENT FOR EXPENSES INCURRED BY THE CONTRACTOR RESULTING FROM ADVERSE SOIL OR GROUNDWATER CONDITIONS.

5. THE CONTRACTOR SHALL CONTACT A QUALIFIED INDEPENDENT GEOTECHNICAL FIRM TO VERIFY REQUIRED COMPACTION REQUIREMENTS HAVE BEEN MET. COMPACTION TEST FOR STRUCTURAL FILL AREAS UNDER SLABS, FOOTINGS, FOUNDATIONS, PARKING LOTS, CURB AND DETENTION POND BERMS SHALL BE PROVIDED AT EACH LIFT. ALL COMPACTION AND MODIFIED PROCTOR TEST SHALL BE INCIDENTAL TO THE CONTRACT.

6. A QUALIFIED SOILS ENGINEER SHALL REGULARLY INSPECT THE DETENTION AREA TO INSURE THAT THE AREAS WILL BE CAPABLE OF HOLDING DESIGNED NORMAL AND HIGH WATER LEVELS. GRAVEL OR SAND SEAMS OR OTHER CONDITIONS WHICH MAY BE ENCOUNTERED; AND WHICH MIGHT TEND TO DE-WATER THE AREA, SHALL BE REMEDIED AS DIRECTED BY THE SOILS ENGINEER (I.E., LINING, CLAY BLANKET, ETC.).

7. THE SURFACE VEGETATION, TOPSOIL, AND ANY OBVIOUSLY SOFT UNDERLYING SOIL SHOULD BE STRIPPED FROM ALL AREAS TO RECEIVE CLAY FILL. IF THE UNDERLYING SUBGRADE SOILS RUT DEEPER THAN ONE INCH UNDER THE CONSTRUCTION EQUIPMENT OR IF THE MOISTURE CONTENT EXCEEDS THAT NEEDED FOR PROPER COMPACTION, THE SOIL SHALL BE SCARIFIED, DRIED AND RECOMPACTED TO THE REQUIRED SPECIFICATIONS (SEE SECTION 212.03 OF THE IDOT SPECIFICATIONS).

8. WHERE FILL MATERIAL IS REQUIRED TO REACH THE DESIGN SUBGRADE OR TO REPLACE UNSUITABLES IT SHALL BE APPROVED BY GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT. FILL MATERIAL SHALL BE FREE OF ORGANIC MATTER, LUMPS, FROZEN SOIL OR DEBRIS AND HAVE A LIQUID LIMIT AND PLASTICITY INDEX LESS THAN 40 AND 15, RESPECTIVELY.

THE SELECTED STRUCTURAL FILL MATERIAL SHALL BE PLACED IN LEVEL UNIFORM LAYERS SO THAT THE COMPACTED THICKNESS IS APPROXIMATELY TEN INCHES (10"); IF COMPACTION EQUIPMENT DEMONSTRATES THE ABILITY TO COMPACT GREATER THICKNESS, THEN A GREATER THICKNESS MAY BE SPECIFIED. EACH LAYER SHALL BE THOROUGHLY MIXED DURING SPREADING TO INSURE

10. STRUCTURAL FILL MATERIAL WITHIN ROADWAY, DRIVEWAY, PARKING LOT, AND OTHER STRUCTURAL CLAY FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION 0-1557 (MODIFIED PROCTOR METHOD), OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER. EMBANKMENT MATERIAL FOR BUILDING PADS SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY, IN ACCORDANCE WITH ASTM DESIGNATION 0-1557 (MODIFIED PROCTOR METHOD) OR TO SUCH OTHER DENSITY AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER.

11. FILL MATERIAL (RANDOM FILL) WITHIN NON-STRUCTURAL FILL AREAS SHALL BE COMPACTED TO A MINIMUM OF 90% OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM SPECIFICATION 0-1557 (MODIFIED PROCTOR METHOD).

12. PRIOR TO UTILITY CONSTRUCTION, PROPOSED PAVEMENT AREAS, BUILDING PADS, DRIVEWAYS AND SIDEWALKS AND YARD/OPEN SPACE AREAS SHALL BE ROUGH EXCAVATED OR FILLED TO WITHIN 1—FT OF DESIGN SUBGRADE BY THE CONTRACTOR.

13. COMPLETED GRADING (FINISHED FINE GRADE) FOR PROPOSED PAVEMENT SUBGRADE AREAS, BUILDING PADS, DRIVEWAYS AND SIDEWALKS, AND YARD/OPEN SPACE AREAS SHALL BE WITHIN A TOLERANCE 0.1-FT+/- OF DESIGN SUBGRADE ELEVATIONS.

15. THE SUBGRADE OF PROPOSED STREET AND PAVEMENT AREAS SHALL BE PROOFROLLED BY THE CONTRACTOR IN THE PRESENCE OF THE OWNER AND THE SOILS ENGINEER, AND ANY UNSTABLE MATERIAL ENCOUNTERED SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE SOILS ENGINEER.

16. EXCESS EXCAVATED MATERIAL NOT SUITABLE OR REQUIRED FOR BACKFILLING OR SITE GRADING AND ALL MATERIALS CONTAINING SLAG, CINDERS, FOUNDRY SAND, DEBRIS AND RUBBLE SHALL BE REMOVED FROM SITE AND LEGALLY DISPOSED AT NO ADDITIONAL COST.

17. RIP-RAP MATERIAL TO BE PROVIDED IN CONJUNCTION WITH THE EARTHWORK IMPROVEMENTS SHALL CONFORM TO SECTION 1005 OF THE I.D.O.T. SPECIFICATIONS, AND IF GROUTED IN PLACE IN ACCORDANCE WITH SECTION 281 OF SAME STANDARD SPECIFICATIONS, UNLESS NOTED OTHERWISE ON THE PLANS.

18. THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISH GRADE. A MINIMUM OF SIX INCHES (6") OF TOPSOIL IS TO BE PLACED BEFORE FINISH GRADE ELEVATIONS ARE ACHIEVED.

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#### UNDERGROUND UTILITIES

1. WORK UNDER THIS SECTION SHALL INCLUDE TRENCHING, AUGERING AND INSTALLATION OF PIPE, CASTINGS, STRUCTURES, BACKFILLING OF TRENCHES AND COMPACTION, AND TESTING AS SHOWN ON THE CONSTRUCTION PLANS. FITTINGS AND ACCESSORIES NECESSARY TO COMPLETE THE WORK MAY NOT BE SPECIFIED BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT.

2. ROUGH GRADING TO WITHIN 1-FT OF FINISHED SUBGRADE SHALL BE COMPLETED PRIOR TO COMMENCEMENT OF UNDERGROUND UTILITY INSTALLATION.

3. THE UNDERGROUND CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING ANY EXCAVATION OR THE INSTALLATION OF THE SEWER OR WATER SYSTEMS. ANY DEWATERING ENCOUNTERED SHALL BE INCIDENTAL TO THE RESPECTIVE UNDERGROUND UTILITY.

4. ANY ANTICIPATED COST OF SHEETING SHALL BE REFLECTED IN THE CONTRACT AMOUNTS. NO ADDITIONAL COST WILL BE ALLOWED FOR SHEETING OR BRACING.

5. STORM SEWERS AND SERVICES SHALL BE CONSTRUCTED OF ONE OF MORE OF THE FOLLOWING MATERIALS AS SPECIFIED ON THE PLANS:

- A. REINFORCED CONCRETE CULVERT PIPE CLASS IV (UNDER PAVEMENT) OR CLASS III (IN PARKWAY), CONFORMING TO ASTM DESIGNATION C-76. JOINTS FOR STORM SEWERS SHALL TYPICALLY BE (A "TROWEL APPLIED") BITUMINOUS MASTIC COMPOUND IN ACCORDANCE WITH ASTM DESIGNATION C-76 OR RUBBER "O"RING GASKET JOINTS CONFORMING TO ASTM C-443), EXCEPT WHERE DESIGNATED OTHERWISE ON THE PLANS. AT LOCATIONS WHERE THE STORM SEWER CROSSES WATERMAINS AN "O"-RING JOINT IN ACCORDANCE WITH ASTM C-443 SHALL BE USED AND THE PIPE SHALL NOT HAVE ANY "LIFTHOLES".
- B. PVC SDR-35 SOLID SMOOTH-WALL PIPE FOR INSTALLATION UNDER HARD SURFACE LOCATIONS. PIPE SHALL BE ASTM D-3034 WITH PUSH ON JOINTS CONFORMING TO ASTM D-3212. UNLESS SPECIFICALLY NOTED ON THE PLANS, PIPE SHALL BE INSTALLED AT A MINIMUM OF 1. 0% SLOPE
- C. PVC SDR-35 SMOOTH-WALL PERFORATED UNDERDRAIN PIPE FOR DETENTION BASIN AND "SOFT SURFACE" UNDERDRAIN LOCATIONS, PIPE SHALL BE ASTM DOR ASTM F-758 WITH PUSH ON JOINTS CONFORMING TO ASTM D-3212. UNLESS SPECIFICALLY NOTED ON THE PLANS, PIPE SHALL BE INSTALLED AT A MINIMUM OF O. 5% SLOPE.
- D. DUCTILE IROM PIPE (DIP) SHALL BE CLASS 52 CONFORMING TO ANSI A21.51 WITH JOINTS CONFORMING TO ANSI A21.11.
- 6. STORM SEWER MANHOLES CATCH BASINS AND INLETS SHALL BE PRECAST STRUCTURES, CONFORMING TO ASTM 478, WITH THE DIAMETER DEPENDENT ON THE PIPE SIZE AND WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION DETAILS). WHERE NOTED ON THE PLANS OR CONSTRUCTION STANDARDS, MANHOLES AND INLETS SHALL BE BRICK AND MORTARED AT ALL PIPE PENETRATIONS. LIDS SHALL BE IMPRINTED "STORM SEWER".
- 7. ALL CATCH BASINS, SUMPS, SEWER PIPES AND OTHER AREAS ACCUMULATING SEDIMENT ARE TO BE CLEANED AT THE END OF THE PROJECT PRIOR TO FINAL ACCEPTANCE. CLEANING MAY ALSO BE REQUIRED DURING THE COURSE OF THE CONSTRUCTION OF THE PROJECT IF IT IS DETERMINED THAT THE SILT AND DEBRIS TRAPS ARE NOT FUNCTIONING PROPERLY.
- 8. ALL DOWNSPOUTS, FOOTING DRAINS AND SUBSURFACE STORM WATER SHALL DISCHARGE IN TO THE STORM SEWER OR ONTO THE GROUND.
- 9. RIP-RAP MATERIAL TO BE PROVIDED IN CONJUNCTION WITH THE UNDERGROUND IMPROVEMENTS, SHALL CONFORM TO SECTION 1005, AND IF INDICATED ON THE PLANS SHALL BE GROUTED IN PLACE IN ACCORDANCE WITH SECTION 281 OF THE STANDARD SPECIFICATIONS, UNLESS OTHERWISE NOTED.
- 10. ALL STORM SEWERS SHALL HAVE COMPACTED CA-7 GRANULAR BEDDING, A MINIMUM OF 4" BELOW THE BOTTOM OF THE PIPE FOR THE FULL LENGTH. BEDDING SHALL EXTEND TO THE SPRING LINE OF THE PIPE. COST FOR THE BEDDING SHALL BE MERGED WITH THE UNIT PRICE BID FOR THE PIPE.
- 11. SANITARY SEWERS SHALL BE CONSTRUCTED OF ONE OR MORE OF THE FOLLOWING MATERIALS UNLESS SPECIFIED OTHERWISE ON THE PLANS:
  - A. POLYVINYL CHLORIDE PLASTIC GRAVITY SEWER PIPE (PVC) CONFORMING TO ASTM DESIGNATION D-2241 WITH AN SDR OF 26, WITH ELASTOMETRIC GASKET JOINTS CONFORMING TO ASTM DESIGNATION
  - B. WHERE DUCTILE IRON SANITARY SEWER PIPE IS SHOWN ON THE PLANS, SAID PIPE SHALL BE DUCTILE IRON PIPE, CLASS 52, CONFORMING TO AWWA C-151 (ANSI 21.51) WITH JOINTS COMPLYING WITH AWWA C-111 (ANSI A21.11). D-3139.
- 12. IF PVC SEWER PIPE IS USED FOR SANITARY SEWERS, A DEFLECTION TEST AS OUTLINED IN THE STANDARD SPECIFICATIONS SHALL BE PROVIDED. DEFLECTION OF PVC SANITARY SEWER SHALL NOT EXCEED 5%, TEST TO BE CONDUCTED 30 DAYS AFTER INSTALLATION
- 13. UNLESS AN ALTERNATE METHOD IS APPROVED, SANITARY SEWER MANHOLE CONNECTIONS SHALL BE MADE WITH A FLEXIBLE WATER—TIGHT MATERIAL TYPE AND MANUFACTURE AS SHOWN ON THE CONSTRUCTION STANDARDS AND AS APPROVED BY DOWNERS GROVE SANITARY DISTRICT.
- 14. ALL SANITARY SEWERS INCLUDING MANHOLES SHALL BE SUBJECTED TO EITHER AN INFILTRATION TEST OR AIR TEST, BY THE CONTRACTOR. ALLOWABLE INFILTRATION SHALL NOT EXCEED 200 GALLONS PER INCH DIAMETER OF PIPE PER MILE PER DAY. THE CONTRACTOR SHALL COORDINATE ALL TESTING SO THAT IT CAN BE WITNESSES BY THE VILLAGE ENGINEER, PUBLIC WORKS DEPARTMENT AND/OR SANITARY DISTRICT AS APPROPRIATE
- 15. ALL SANITARY SEWER MANHOLES SHALL HAVE ECCENTRIC CONES. CONE OPENINGS SHALL BE CENTERED PERPENDICULAR TO THE MAINLINE FLOW. ALL STRUCTURE SECTIONS AND ADJUSTING RINGS SHALL BE SECURELY SEALED TO EACH OTHER OR TO THE CONE SECTION OR TOP BARREL SECTION OF THE MANHOLE USING RESILIENT, FLEXIBLE, NON—HARDENING, PREFORMED BITUMINOUS MASTIC (RAM—NEK OR APPROVED EQUAL). THIS MASTIC SHALL BE APPLIED IN SUCH A MANNER THAT NO SURFACE WATER OR GROUND WATER INFLOW CAN ENTER THE MANHOLE THROUGH GAPS BETWEEN BARREL SECTIONS OR CONE SECTIONS AND ADJUSTING RINGS. SANITARY SEWER MANHOLES SHALL BE 4'0" DIAMETER PRECAST STRUCTURES, WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION STANDARDS SHEET). LIDS SHALL BE IMPRINTED "SANITARY SEWER" AND "DOWNERS GROVE SANITARY DISTRICT".

16. UNLESS AN ALTERNATE METHOD IS APPROVED, WATERSTOP GASKETS SHALL BE PROVIDED AT ALL SANITARY SEWER MANHOLE CONNECTIONS, TYPE AND MANUFACTURER AS SHOWN ON CONSTRUCTION STANDARDS AND AS APPROVED BY THE VILLAGE.

17. ALL SANITARY SEWERS, AND SEWER SERVICES SHALL BE INSTALLED ON GRANULAR CRUSHED STONE BEDDING CLASS I, (IDOT GRADATION CA-11), CONFORMING TO ASTM D-2321, WITH A MINIMUM THICKNESS EQUAL TO 1/4TH OF THE OUTSIDE DIAMETER OF THE SEWER PIPE, BUT NOT LESS THAN 4" NOR MORE THAN 8". BEDDING SHALL EXTEND TO THE SPRING LINE OF THE PIPE IN ALL CASES (UNLESS INDICATED OTHERWISE ON THE CONSTRUCTION DETAILS). FOR PVC SANITARY SEWER, THE BEDDING SHALL EXTEND TO 1.0' (FT.) ABOVE THE TOP OF THE PIPE. COST FOR BEDDING SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE SEWER, ETC.

18. SANITARY SERVICES SHALL BE LAID TO A MINIMUM GRADE OF 1.00% THE END OF EACH SERVICE SHALL BE SEALED WITH A MANUFACTURER'S WATERTIGHT PLUG, SANITARY SERVICE STUBS SHALL BE MARKED IN ACCORDANCE WITH THESE CONSTRUCTION NOTES. SANITARY SEWER SERVICES SHALL BE A MINIMUM OF 6" IN DIAMETER AND THE SAME MATERIAL AS THE MAIN LINE SEWER IF 10 FEET SEPARATION FROM THE WATERMAIN IS MAINTAINED.

- 19. SEWER SERVICE RISER SHALL BE USED WHEN MAINLINE SEWER EXCEEDS 12 FT. IN DEPTH.
- 20. ALL FLOOR DRAINS AND FLOOR DRAIN SUMP PUMPS SHALL DISCHARGE INTO THE SANITARY SEWER.
- 21. WATERMAIN SHALL BE CONSTRUCTED FROM ONE OR MORE OF THE FOLLOWING MATERIALS AS SPECIFIED ON THE PLANS:
  - A. WATERMAIN SHALL BE DUCTILE IRON CL52 CONFORMING TO ANSI A-21.51/ AWWA C151. WITH RUBBER GASKETED JOINTS CONFORMING TO ANSI A21.11/AWWA C-111. DUCTILE IRON FITTINGS SHALL BE CEMENT LINED IN CONFORMANCE WITH ANSI A-21.4 AND CONFORM TO ANSI A-21.10/ AWWA C-110. OR AWWA C-104. MINIMUM COVER FROM FINISHED GRADE TO TOP OF WATERMAIN SHALL BE 5.5 FT.
  - B. WATERMAIN SHALL BE PVC DR-18 PRESSURE CLASS 150 CONFORMING TO AWWA C-900. ALL MECHANICAL JOINT CONNECTIONS TO BE MADE USING MEGALUG FLANGE OR APPROVED EQUAL. MINIMUM COVER FROM FINISHED GRADE TO TOP OF WATERMAIN SHALL BE SIX FEET.

22. A #10 WIRE SHALL BE INSTALLED WITH ALL NON—METALLIC WATER MAINS. THE WIRE SHALL BE CONTINUOUS FROM VALVE VAULT TO VALVE VAULT. IF SPLICING IS NECESSARY, PROPER ELECTRICAL CONNECTORS ARE TO BE USED. THE ENDS OF THE

WIRE SHALL BE SECURED ON INSIDE VALVE VAULT WALL WITH NONFERROUS FASTENERS UP TO THE CASTING ELEVATION TO ALLOW CONNECTION TO A LOCATING DEVICE.

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23. ALL PVC WATERMAINS SHALL HAVE COMPACTED CA-7, GRANULAR BEDDING, A MINIMUM OF FOUR (4) INCHES BELOW THE BODOM OF THE PIPE TO 1 FOOT OVER THE TOP OF PIPE FOR THE FULL LENGTH. COST FOR BEDDING SHALL BE MERGED WITH THE UNIT PRICE BID FOR THE WATERMAIN.

24. WATER MAIN FITTINGS (BENDS, ELBOWS, TEES, INCREASERS, REDUCERS, ETC.) MAY OR MAY NOT BE SPECIFICALLY REFERENCED ON THE CONSTRUCTION PLANS, HOWEVER THEY ARE TO BE CONSIDERED AS INCIDENTAL AND INCLUDED IN THE LINEAL FOOTAGE COST OF THE WATER MAIN.

25. ALL WATER MAINS SHALL HAVE COMPACTED (CA-6) GRANULAR BEDDING, A MINIMUM OF FOUR (4) INCHES BELOW THE BOTTOM OF THE PIPE FOR THE FULL LENGTH. COST FOR BEDDING SHALL BE MERGED WITH THE UNIT PRICE BID FOR THE WATER MAIN

26. VALVE VAULTS SHALL BE USED AT ALL VALVE LOCATIONS. VAULTS SHALL BE PRECAST CONCRETE STRUCTURES, WITH APPROPRIATE FRAME AND LIDS (SEE CONSTRUCTION STANDARDS SHEET). LIDS SHALL BE IMPRINTED "WATER" AND "VILLAGE OF SCHAUMBURG".

27. HYDRANTS SHALL BE MUELLER OR CLOW BREAK FLANGE TYPE EQUIPPED WITH AUXILIARY VALVES AND VALVE BOXES IN ACCORDANCE WITH THE VILLAGE'S STANDARD. EACH HYDRANT SHALL BE EQUIPPED WITH TWO 2" HOSE NOZZLE AND ONE 4" STEAMER NOZZLE. HOSE THREADS SHALL BE THE VILLAGE STANDARD. ALL HYDRANTS SHALL OPEN COUNTER—CLOCKWISE AND BE SET 3 FT BACK OF CURB.

28. IF PROTECTIVE WRAPPING OF THE WATER MAIN IS SPECIFIED, IT SHALL BE A POLYETHYLENE TUBE SUCH AS CLOW TYPE F—191 OR EQUAL AND SHALL COMPLETELY ENCASE AND SEAL THE WATER MAIN AND FITTINGS AND ACCESSORIES IN ACCORDANCE WITH THE MANUFACTURER'S DIRECTIONS FOR THE USE OF THE ENCASEMENT TUBE.

29. ALL WATER MAINS SHALL BE SUBJECTED TO A PRESSURE TEST BY THE CONTRACTOR. HYDROSTATIC PRESSURE TEST AND LEAKAGE SHALL BE BASED ON 150 PSI FOR 2 HOURS. WATER MAINS SHALL BE CHLORINATED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.

30. THE UNDERGROUND CONTRACTOR SHALL CONSIDER INCIDENTAL TO THE CONTRACT ANY CHLORINATION AND TESTING OF EXISTING WATERMAIN WHERE CONNECTIONS TO AND INCLUSION OF SUCH MAINS IS INDICATED ON THE DRAWINGS. IN THE EVENT THAT THE PRESSURE TESTS INVOLVING EXISTING MAINS FAIL, AND SUCH FAILURES ARE ATTRIBUTABLE TO DEFECTIVE ORIGINAL WORKMANSHIP AND MATERIAL, THEN THE CONTRACTOR SHALL BE ENTITLED TO ADDITIONAL PAYMENT FOR CORRECTING THE DEFICIENCIES.

31. WATER SERVICE SHALL BE TYPE K COPPER OR CLASS 52 DUCTILE IRON PIPE AS NOTED ON THE PLANS. SEE CONSTRUCTION STANDARDS.

32. THE CONTRACTOR SHALL INSTALL A 2-INCH X 4-INCH X 8-FT POST ADJACENT TO THE TERMINUS OF THE SANITARY SERVICE, WATERMAIN SERVICE, SANITARY MANHOLES, STORM MANHOLES, INLETS, AND WATER VAULTS. THE POST SHALL EXTEND A MINIMUM OF 4-FT ABOVE THE GROUND. THE TOP 12-INCHES OF SAID POST SHALL BE PAINTED AS FOLLOWS: SANITARY -RED; WATERMAIN -BLUE; STORM -GREEN. AS-BUILT SERVICE LOCATIONS SHALL BE SHOWN ON RECORD DRAWINGS.

33. THE UNDERGROUND CONTRACTOR SHALL PROVIDE PVC SLEEVES UNDER PROPOSED PAVEMENT, SIDEWALKS, CURB AND GUTTER FOR COMMONWEALTH EDISON, AMERITECH, CABLE TV. AND GAS AT THE DIRECTION OF THE OWNER AND RESPECTIVE UTILITY COMPANY.

34. IT SHALL BE THE RESPONSIBILITY OF THE UNDERGROUND CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

35. THE CONTRACTOR SHALL MAINTAIN A LEGIBLE RECORD ON A SET OF CONSTRUCTION PLANS SO THAT ALL MANHOLES, WYES AND SERVICES, VALVE BOXES, CURB BOXES, ETC. CAN BE LOCATED IN THE FIELD IN A MANNER ACCEPTABLE TO THE APPLICABLE GOVERNMENTAL AGENCY.

36. AFTER FINAL APPROVAL THE CONTRACTOR AND OWNER SHALL COORDINATE TO PROVIDE A REPRODUCIBLE RECORD DRAWING WHICH HAS BEEN FIELD—CHECKED

- FOR ACCURACY AND ALL NECESSARY TIES AND LOCATIONS. THE INFORMATION ON THE RECORD DRAWING SHALL BE AS FOLLOWS:

  A. SANITARY SEWER IMPROVEMENTS
  - I. ALL MANHOLES SHALL BE NUMBERED, LOCATIONS TIED TO TWO ABOVE GROUND PERMANENT STRUCTURES AND
  - II. ALL PIPES SHALL INCLUDE LINEAL FOOTAGE (FROM CENTER OF MANHOLE), DIAMETER OF PIPE, MATERIAL OF PIPE AND CORRECTED SLOPE.
  - III. ALL SEWER SERVICES SHALL BE IDENTIFIED BY STATIONING (FROM THE NEAREST DOWNSTREAM MANHOLE), LINEAL FOOTAGE OF LATERAL, LENGTH OF RISER, PIPE DIAMETER AND PIPE MATERIAL. THE UPSTREAM END OF ALL NON—CONNECTED SEWER STUBS SHALL BE LOCATED FROM TWO PERMANENT STRUCTURES AND HAVE THE DEPTH OF THE STUB IDENTIFIED.
  - B. WATERMAIN IMPROVEMENTS
  - I. ALL VALVE VAULTS OR VALVE BOXES ON MAIN LINES SHALL BE NUMBERED AND THEIR LOCATIONS TIED TO TWO
    PERMANENT STRUCTURES (e.g. BUILDING CORNERS, HYDRANTS, STREET LIGHTS ETC.) WHEREVER POSSIBLE PERMANENT
    ABOVE GROUND STRUCTURES SHALL BE USED.
  - II.ALL PIPES SHALL BE IDENTIFIED BY PIPE DIAMETER AND MATERIAL TYPE. EACH BEND AND TEE SHALL BE TIED TO TWO PERMANENT STRUCTURES. THE PIPE SHALL BE TIED TO A PERMANENT STRUCTURE AT A MINIMUM OF 100 FOOT INTERVALS
  - III.ALL WATER SERVICES SHALL BE IDENTIFIED BY PIPE DIAMETER, PIPE MATERIAL AND LOCATION OF B-BOX, VALVE BOX OR VAULT FROM TWO BUILDING CORNERS OR OTHER PERMANENT ABOVE GROUND STRUCTURES
  - IV. AS—BUILT WATER MAIN PROFILE SHALL BE PROVIDED WITH INVERTS AT KEY LOCATIONS (BENDS, PIPE CROSSINGS, VAULTS, DEFLECTIONS, ETC.) AND DEPTH BELOW FINISHED GRADE.
  - C. STORM SEWER IMPROVEMENTS
  - I. ALL MANHOLES SHALL BE NUMBERED, LOCATIONS TIED TO TWO ABOVE GROUND PERMANENT STRUCTURES AND CORRECTED RIM AND INVERT ELEVATIONS PROVIDED.
  - II. ALL PIPES SHALL INCLUDE LINEAL FOOTAGE (FROM CENTER OF MANHOLE), DIAMETER OF PIPE, MATERIAL OF PIPE AND CORRECTED SLOPE.
  - D. NOTES
  - I. PROPERTY CORNERS ARE NOT ACCEPTABLE AS PERMANENT STRUCTURES, UNLESS CLEARLY IDENTIFIED BY A PERMANENT STRUCTURE SUCH AS A FENCE CORNER POST OR SIMILAR ABOVE GROUND MARKER.

    II. EXTENSIONS OF BUILDING LINES ARE NOT ACCEPTABLE FOR LOCATION MEASUREMENTS
  - III. DEVELOPER OR ENGINEER ON BEHALF OF THE DEVELOPER SHALL SUBMIT THREE COPIES FOR VERIFICATION OF AS—BUILT INFORMATION. THIS DEPARTMENT WILL EITHER ACKNOWLEDGE THE ACCURACY OF THE AS—BUILT INFORMATION OR PROVIDE A LIST OF ADDITIONS AND/OR CORRECTIONS TO THE RECORD DRAWINGS. ONE SET OF THE SEPIA MYLARS OF THE APPROVED RECORD DRAWINGS ARE REQUIRED FOR PERMANENT RECORD.

ALL EASEMENTS MUST BE RECORDED AND SHOWN ON THE RECORD DRAWINGS COMPLETE WITH DIMENSIONS. DRAWINGS MUST BE CERTIFIED AND SEALED BY A LICENSED PROFESSIONAL ENGINEER.

## IEPA NOTES

Sewers crossing water mains shall be laid to meet the following specifications:

CORRECTED RIM AND INVERT ELEVATIONS PROVIDED

1. Horizontal Separation:

a. Whenever possible, a water main must be laid at least ten feet horizontally from any existing or proposed drain or sewer

b. Should local conditions exist which would prevent a lateral separation of ten feet, a water main may be laid closer than ten feet to a storm or sanitary sewer provided that the water main invert is at least eighteen inches above the crown of the sewer, and is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the

c. If it is impossible to obtain proper horizontal and vertical separation as described in A and B above, both the water main and sewer must be constructed of pipe material which would conform to water main standards and be pressure tested to assure water tightness before backfilling.

#### Vertical Separation:

a. Whenever water mains cross house sewers, storm drains or sanitary sewers, the water main shall be laid at such an elevation that the invert of the water main is eighteen inches above the crown of the drain or sewer. This vertical separation must be maintained for that pORTion of the water main located within ten feet horizontally of any sewer or drain crossed. This must be measured as the normal distance from the water main to the drain or sewer.

b. Where conditions exist that the minimum vertical separation set forth in A above cannot be maintained, or it is necessary for the water main to pass under a sewer or drain, one of the following two measures must be taken:

I. The water main shall be installed within a PVC carrier pipe and the carRier pipe

shall extend on each side of the crossing until the normal distance from the water main to the sewer or drain line is at least ten (10) feet.

ii. The involved sewer or drain shall be constructed of pipe material which would conform to water main standards until the normal distance from the water main to the sewer is at least ten (10) feet.

c. In making such crossings, center a length of water main pipe over the sewer to be crossed so that the joints will be equidistant from the sewer and as remote there from as possible. Where a water main must cross under a sewer, a vertical separation of eighteen inches between the invert of the sewer and the crown of the water main shall be maintained, along with means to support the larger sized sewer lines to prevent their settling and breaking the water main.

The horizontal and vertical separation between water service lines and all sanitary sewers, storm sewers, or any drain should be the same as for water mains, as detailed above, except that when minimum horizontal and vertical separation cannot be maintained, water pipe as described under Vertical Separation above, may be used for sewer service lines.

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<u> </u>	GISTRATION NO. 184001128.			COMMENTS	
NELSON MEADOW BROOKBANK ROAD & JEFFERSON AVENUE GENERAL NOTES		2	08/15/14	VILLAGE	
				COMMENTS	
		3	09/25/14	VILLAGE	
				COMMENTS	
		4	10/08/14	VILLAGE	
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#### PAVING, CURBS & WALKS

- 1. TESTING OF THE SUB-BASE, BASE COURSE, BINDER COURSE, SURFACE COURSE AND CONCRETE WORK SHALL BE REQUIRED IN ACCORDANCE WITH THE IDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" 2012 EDITION, AND IN ACCORDANCE WITH THE SPECIFIC REQUIREMENTS OF THE CITY. A QUALIFIED TESTING FIRM SHALL BE EMPLOYED BY THE DEVELOPER TO PERFORM THE REQUIRED TESTS AND PROVIDE THE RESULTS TO THE ENGINEER AND THE VILLAGE.
- 2. ALL PAVING, SIDEWALK, AND CURB AND GUTTER WORK SHALL BE DONE IN ACCORDANCE WITH IDOT STANDARD SPECIFICATIONS.
- 3. COMBINATION CURB AND GUTTER SHALL BE OF THE TYPE AS DETAILED IN THE CONSTRUCTION PLANS. ALL CURB AND GUTTER SHALL CONFORM TO IDOT STANDARD SPECIFICATION SECTION 606 UNLESS OTHERWISE NOTED ON THE PLANS. THE CONTRACTOR IS CAUTIONED TO REFER TO THE CONSTRUCTION STANDARDS AND THE PAVEMENT CROSS—SECTION TO DETERMINE THE GUTTER FLAG THICKNESS AND THE AGGREGATE SUB BASE THICKNESS BENEATH THE CURB AND GUTTER.
- 4. 3/4" THICK PREMOULDED FIBRE EXPANSION JOINTS WITH TWO NO.5 PLAIN ROUND STEEL DOWEL BARS SHALL BE INSTALLED AT 60' INTERVALS AND AT ALL P.C.'S, P.T.'S, CURB RETURNS, AND AT THE END OF EACH POUR. ALTERNATED ENDS OF THE DOWEL BARS SHALL BE GREASED AND FITTED WITH METAL EXPANSION TUBES 3/4" FIBRE EXPANSION JOINTS SHALL BE USED IN EVERY CASE WHERE THE SIDEWALK COINCIDES WITH THE CURB AND GUTTER. SAWED CONTRACTION JOINTS, 3" DEEP, SHALL BE PROVIDED AT 15' (MAXIMUM) INTERVALS IN THE CURB. THE COST OF THESE JOINTS SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT. ALL POURED IN PLACE CONCRETE CURB AND GUTTER SHALL INCORPORATE TWO NO.5 REINFORCING BARS 10' LONG INSTALLED WHERE THE CURB AND GUTTER CROSSED UTILITY SERVICE LINES, THE COST WHICH SHALL BE CONSIDERED INCIDENTAL TO THE COST CONCRETE CURB AND GUTTER.
- 5. CURBS SHALL BE DEPRESSED AT LOCATIONS WHERE PUBLIC WALKS/PEDESTRIAN PATHS INTERSECT CURB LINES AT STREET INTERSECTIONS AND OTHER LOCATIONS AS DIRECTED, FOR THE PURPOSE OF PROVIDING ACCESS BY THE HANDICAPPED. (SEE CONSTRUCTION STANDARDS FOR DETAIL).
- 6. CURING AND PROTECTION OF ALL EXPOSED CONCRETE SURFACES SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. NO HONEY—COMBING OF THE CURB AND GUTTER WILL BE ACCEPTED.
- 7. SIDEWALKS SHALL BE OF THE THICKNESS AND DIMENSIONS AS SHOWN IN THE CONSTRUCTION PLANS. ALL SIDEWALK CONCRETE SHALL DEVELOP A MINIMUM OF 3,500 PSI COMPRESSIVE STRENGTH AT 28 DAYS. COSNTRUCTION JOINTS SHALL BE SET AT 5' CENTERS, AND ½ INCH PREMOULDED FIBRE EXPANSION JOINTS AT 50' CENTERS AND WHERE THE SIDEWALK MEETS THE CURB, A BUILDING, OR ANOTHER SIDEWALK, OR AT THE END OF EACH POUR. ALL SIDEWALKS COSNTRUCTED OVER UTILITY TRENCHES SHALL BE REINFORCED WITH THREE NO.5 REINFORCING BARS (10' MINIMUM LENGTH.) ALL SIDEWALKS CROSSING DRIVEWAYS SHALL BE REINFORCED WITH 6x6 #6 WELDED WIRE MESH. ALL SIDEWALK SHALL BE BROOM FINISHED. IF A MANHOLE FRAME FALLS WITHIN THE LIMITS OF A SIDEWALK, A BOX-OUT SECTION SIDEWALK SHALL BE PLACED AROUND FRAME WITH A 1/2" EXPANSION JOINT.
- 8. BACKFILLING OF CURBS OR PAVEMENT SHALL BE THE RESPONSIBILITY OF THE EARTHWORK CONTRACTOR.
- 9. WHEN PLACING THE BASE MATERIAL BETWEEN CURBS, THE CONTRACTOR SHALL EITHER MARK (WITH PAINT) ON THE FACE OF THE CURB FLAG THE SURFACE LEVEL OF THE BASE MATERIAL AT 50' INTERVALS, OR USE A GUIDE ON THE GRADER. THE PURPOSE FOR THIS IS TO PROVIDE A CONTROLLABLE GUIDE FOR THE SURFACE ELEVATION OF THE BASE MATERIAL AND TO INSURE SUFFICIENT DEPTH ALONG FACE OF CURB FLAG FOR THE REQUIRED WEARING SURFACE THICKNESS.
- 10. AGGREGATE BASE COURSE SHALL BE IN ACCORDANCE WITH THE PLANS AND SECTION 351 OF THE IDOT STANDARD SPECIFICATIONS. AGGREGATE BASE COURSE MATERIAL SHALL BE CA-6, TYPE B, 100% CRUSHED GRAVEL CONFORMING TO SECTION 1004 OF THE IDOT STANDARD SPECIFICATIONS.
- 11. BITUMINOUS BINDER AND SURFACE COURSE SHALL BE HOT MIX ASPHALT (HMA) OF TYPE AND COMPACTED THICKNESS AS SPECIFIED IN THE PLANS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 406 OF THE STANDARD SPECIFICATIONS. THE SURFACE COURSE SHALL BE MADE WITH VIRGIN MATERIALS, NO RECYCLED MATERIAL SHALL BE ALLOWED UNLESS SPECIFIED OTHERWISE IN THE PLANS. THE CONTRACTOR SHALL PROVIDE AND PAY FOR THE SERVICES OF A COMPETENT PAVING LABORATORY TO DESIGN AND SUPERVISE THE CONTROL OF THE PAVING MIXTURE. ALL PAVING MATERIALS AND MIXES SHALL BE IDOT CERTIFIED.
- 12. PORTLAND CEMENT CONCRETE (PCC) PAVEMENT SHALL BE CLASS PV WITH REINFORCEMENT AS SPECIFIED IN THE PLANS AND BE CONSTRUCTED IN ACCORDANCE WITH SECTION 420 OF THE STANDARD SPECIFICATIONS.
- 13. THE CONTRACTOR SHALL SAW CUT THE EXPOSED EDGES OF ANY EXISTING PAVEMENT ABUTTING ANY PROPOSED PAVEMENT IN ORDER TO PROVIDE A CLEAN EDGE, FREE OF LOOSE MATERIALS.
- 14. ALL CONCRETE SHALL BE FINISHED WITH A BROOM FINISH UNLESS SPECIFIED OTHERWISE IN THE PLANS.
- 15. THERMOPLASTIC PAVEMENT MARKINGS AND SYMBOLS OF THE TYPE AND COLOR AS NOTED ON THE CONSTRUCTION PLANS, SHALL BE INSTALLED ON PUBLIC ROADWAYS I ACCORDANCE WITH SECTION 780 OF THE IDOT STANDARD SPECIFICATIONS. THERMOPLASTIC PAVEMENT MARKINGS SHALL ONLY BE APPLIED WHEN THE PAVEMENT TEMPERATURE IS 55 DEGREES FAHRENHEIT OR GREATER, AND NO LATER THAN NOVEMBER 1ST NOR EARLIER THAN APRIL 15TH .
- 16. ALL HANDICAP PARKING SHALL BE STRIPED AND SIGNED IN ACCORDANCE WITH ILLINOIS ACCESSIBILITY CODE (IAC.) AND ANY OTHER APPLICABLE ADA GUIDELINES.
- 17. PAINTED PAVEMENT MARKINGS AND SYMBOLS OF THE TYPE AND COLOR AS NOTED ON THE CONSTRUCTION PLANS, SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 780 OF THE IDOT STANDARD SPECIFICATIONS. PAINTED PAVEMENT MARKINGS SHALL ONLY BE APPLIED WHEN THE AIR TEMPERATURE IS 50 DEGREES FAHRENHEIT OR ABOVE.
- 18. IT SHALL BE THE RESPONSIBILITY OF THE PAVING CONTRACTOR TO REMOVE FROM THE SITE ANY AND ALL MATERIALS AND DEBRIS WHICH RESULT FROM HIS CONSTRUCTION OPERATIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

### EROSION CONTROL

- 1. SOIL EROSION CONTROL MEASURES IN ACCORDANCE WITH THESE SPECIFICATIONS SHALL BE FOLLOWED AS DIRECTED BY THE OWNER, ENGINEER, OR VILLAGE ENGINEER. ANY SOIL EROSION CONTROL MEASURES, IN ADDITION TO THOSE OUTLINED IN THESE PLANS AND WHICH ARE DEEMED NECESSARY BY THE OWNER, ENGINEER AND/OR VILLAGE ENGINEER, SHALL BE IMPLEMENTED IMMEDIATELY BY THE CONTRACTOR.
- 2. STREETS ADJACENT TO THE SITE SHALL BE KEPT FREE OF DIRT, MUD AND DEBRIS THROUGH THE USE OF RUBBER TIRE TRACTORS OR STREET SWEEPER.
- 3. NO SEDIMENT SHALL BE ALLOWED TO ENTER THE EXISTING STORM SEWER SYSTEM. FILTER FABRIC OR FILTER FABRIC BASKETS SHALL BE USED AT INLETS.
- 4. IN ACCORDANCE WITH THESE CONSTRUCTION PLANS, EROSION CONTROL FENCING SHALL BE INSTALLED AND MAINTAINED AROUND STORM SEWER STRUCTURES, IN SWALE AREA OR ALONG PROPERTY LINES UNTIL VEGETATION IS ESTABLISHED AND/OR CONSTRUCTION IS COMPLETE.
- 5. TOPSOIL STOCKPILES SHALL BE LOCATED TO AVOID EROSION OF SAID STOCKPILE ONTO OFF—SITE AREAS, I.E. THE STOCKPILE SHALL BE LOCATED SO THAT AN ONSITE DRAINAGE SWALE IS LOCATED BETWEEN THE STOCKPILE AND THE DOWNSTREAM OFF—SITE PROPERTY. STOCKPILES SHALL BE TEMPORARILY SEEDED WITHIN 14 DAYS OF HAVING WORK ON DISTURBED AREAS COMPLETED, EVEN TEMPORARILY.
- 6. WHEN STORM WATER IS TO BE ROUTED THROUGH EXISTING OR PROPOSED DETENTION BASINS IN ORDER TO ALLOW SETTLEMENT OF SILT AND DEBRIS, THE BASINS ARE TO BE CONSTRUCTED IMMEDIATELY UPON COMMENCEMENT OF THE PROJECT. BASINS WILL BE PROPERLY OVER EXCAVATED SO AS TO PROVIDE SUFFICIENT VOLUME FOR DEBRIS AND SETTLEMENT. IF THE DRAINAGE IS INTO AN EXISTING BASIN. THE UPSTREAM PROJECT WILL BE PROPERLY PROTECTED SO AS TO MINIMIZE SILTATION OF THE DOWNSTREAM BASIN THROUGH THE USE OF EROSION CONTROL PRACTICES.
- 7. UPON COMPLETION OF TOPSOIL RESPREAD OPERATIONS, ALL DISTURBED AREAS SHALL BE SEEDED, SODDED, OR LANDSCAPED AS NOTED ON THE PLAN.
- 8. PERFORATED RISER PIPES FOR SEDIMENT CONTROL SHALL BE INSTALLED IN ALL DETENTION BASINS AND SHALL NOT BE REMOVED UNTIL THE SITE HAS BEEN SEEDED AND VEGETATION HAS TAKEN HOLD.
- 9. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE SITE EROSION CONTROL MEASURES A MINIMUM OF ONCE

- A WEEK AND AFTER EVERY ONE-HALF INCH RAINFALL.
- 10. SOIL EROSION CONTROL MEASURES IN ACCORDANCE WITH THE "ILLINOIS URBAN MANUAL" & NPDES GENERAL PERMIT NO. ILR10 SHALL BE FOLLOWED. ANY SOIL EROSION CONTROL MEASURES, IN ADDITION TO THOSE OUTLINED IN THESE PLANS AND WHICH ARE DEEMED NECESSARY BY THE OWNER, ENGINEER AND/OR CITY ENGINEER, SHALL BE IMPLEMENTED IMMEDIATELY BY THE CONTRACTOR.
- 11. ALL STORM SEWER, CATCH BASINS, SUMPS AND/OR DETENTION BASINS PROVIDED WITHIN THIS PROJECT ARE TO BE CLEANED AT THE END OF CONSTRUCTION OF THE PROJECT AND PRIOR TO FINAL ACCEPTANCE. CLEANING MAY ALSO BE REQUIRED DURING THE COURSE OF THE CONSTRUCTION OF THE PROJECT IF IT IS DETERMINED THAT THE SILT AND DEBRIS TRAPS ARE NOT PROPERLY FUNCTIONING AND THEIR PERFORMANCE IS IMPAIRED.
- 12. UNLESS SOIL EROSION CONTROL ITEMS ARE SPECIFICALLY REFERRED TO AS BID ITEMS THEY ARE TO BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT.
- 13. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER FINAL STABILIZATION IS ACHIEVED. TRAPPED SEDIMENT AND OTHER DISTURBED SOIL RESULTING FROM TEMPORARY MEASURES SHALL BE PROPERLY DISPOSED OF PRIOR TO PERMANENT STABILIZATION.

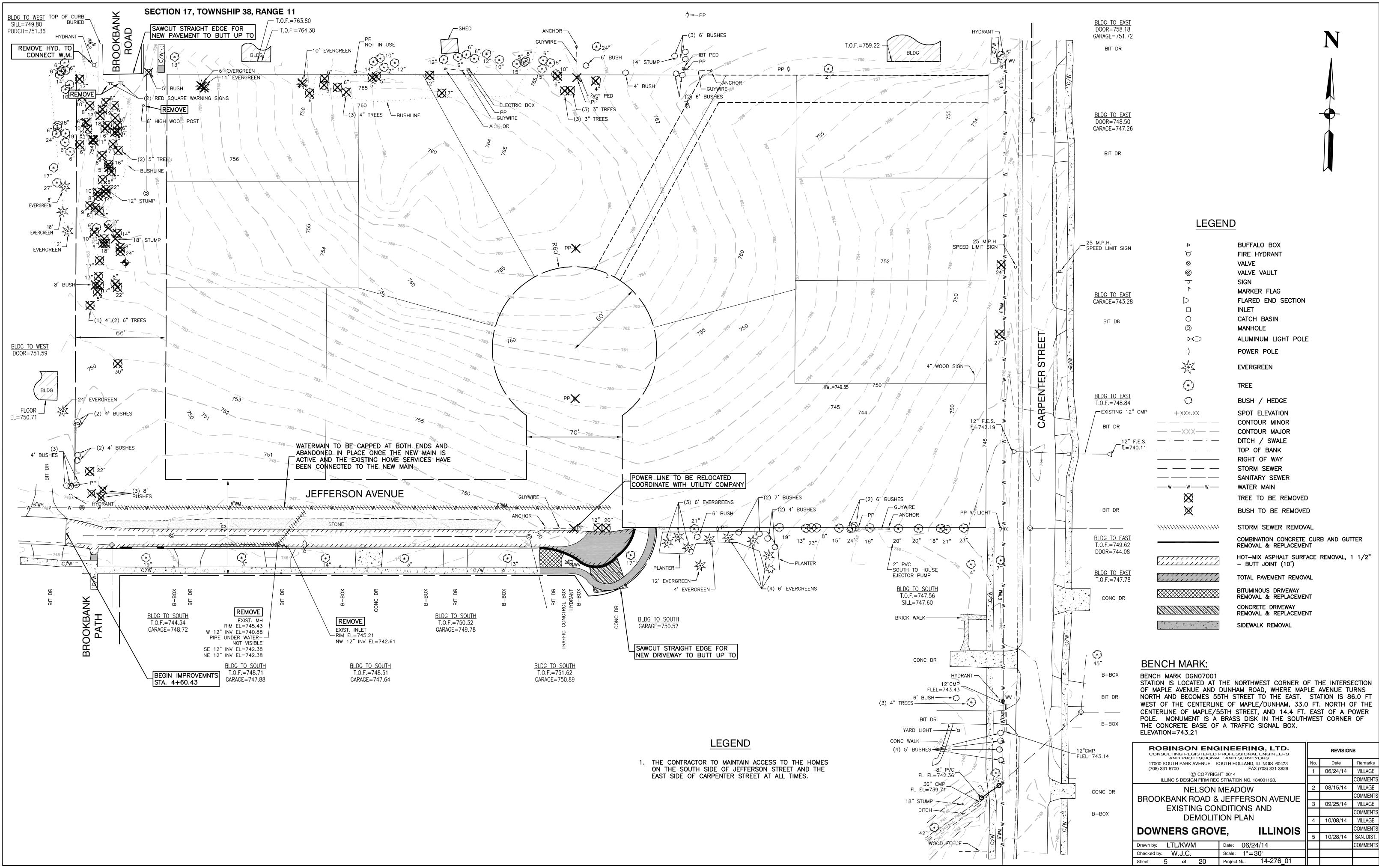
#### RETAINING WALLS

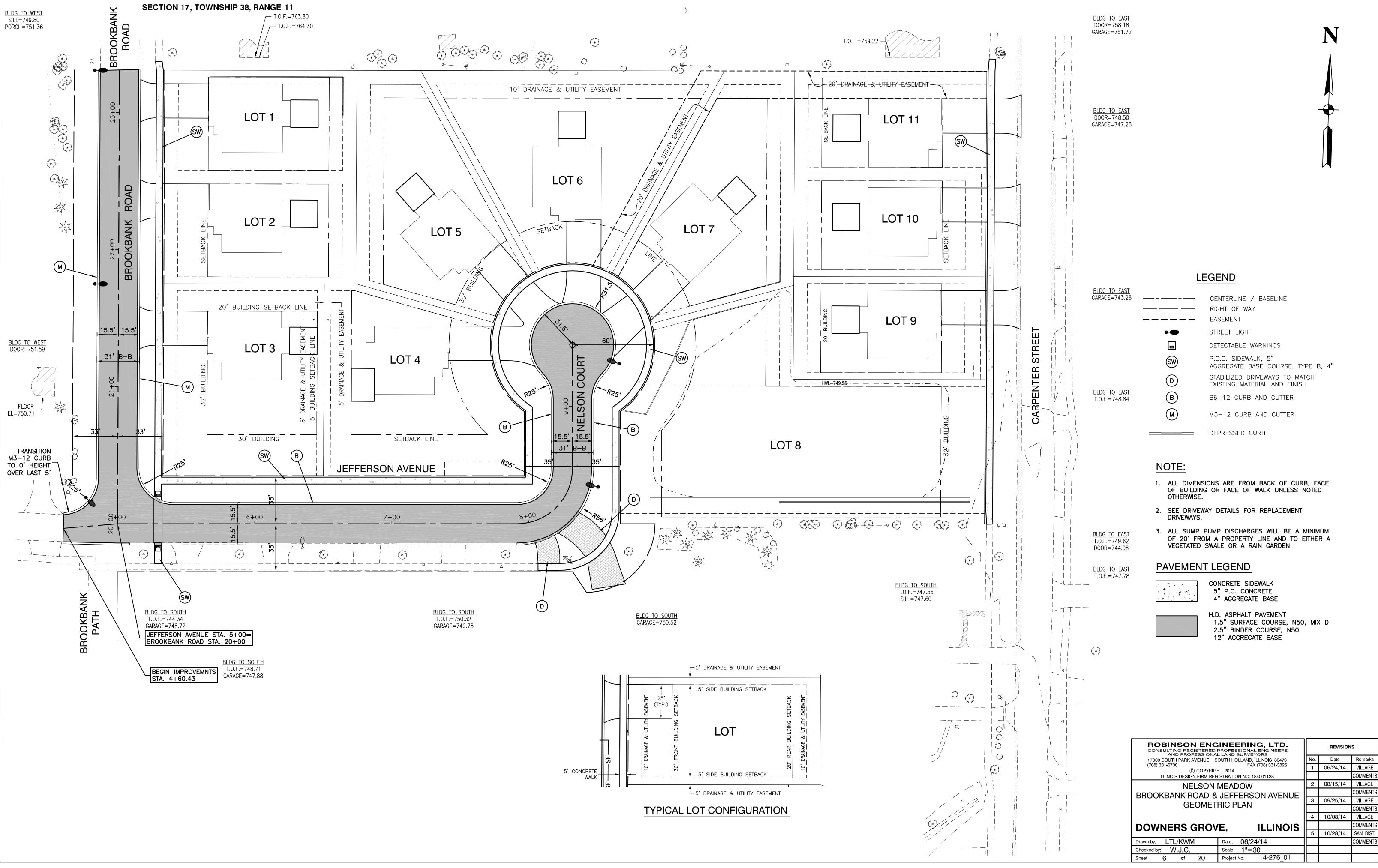
- 1. RETAINING WALLS SHALL BE CONSTRUCTED OF MODULAR PRECAST CONCRETE BLOCKS. WALLS SHALL BE MANUFACTURED BY VERSA-LOK, KEYSTONE, OR APPROVED EQUAL. COLOR SHALL BE SPECIFIED BY THE OWNER.
- 2. RETAINING WALLS SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED SPECIFICATIONS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS/DETAILS AND CALCULATIONS SIGNED AND SEALED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF ILLINOIS FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
- 3. PREPARATION OF SUB-BASE AND LEVELING PAD IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS WILL BE INCLUDED IN THE PRICE OF THE RETAINING WALLS.
  BREAKAWAY COUPLINGS ON ALL RELOCATED POLE BASES
- DOWNERS GROVE SANITARY DISTRICT NOTES
- 1. DOWNERS GROVE SANITARY DISTRICT STANDARDS AND ORDINANCES SHALL GOVERN ALL SANITARY SEWER CONSTRUCTION.
- 2. THE SANITARY SEWER CONTRACTOR SHALL SCHEDULE WITH THE SANITARY DISTRICT A PRE-CONSTRUCTION MEETING PRIOR TO THE START OF CONSTRUCTION.
- 3. THE SANITARY SEWER CONTRACTOR SHALL SCHEDULE WITH THE SANITARY DISTRICT INSPECTIONS OF THE SANITARY SEWER CONSTRUCTION 48 HOURS IN ADVANCE OF THE START OF CONSTRUCTION.
- 4. CONNECTIONS INTO THE EXISTING SANITARY MANHOLES SHALL BE MADE BY CORE DRILLING THE MANHOLE AND INSTALLING A RUBBER BOOT TO INSURE A WATERTIGHT SEAL. THE MANHOLE BENCH SHALL ALSO BE REFORMED TO PROVIDE A SMOOTH FLOWING INVERT.
- 5. THE CONSTRUCTED SEWERS SHALL PASS ALL SANITARY DISTRICT REQUIREMENTS FOR AIR, ALIGNMENT, DEFLECTION AND MANHOLE VACUUM TESTS.
- 6. THE SANITARY SEWERS MUST BE TELEVISED UNDER SIMULATED FLOW CONDITIONS. SANITARY DISTRICT PERSONNEL MUST BE PRESENT DURING TELEVISING. NO SAGS GREATER THAN 25% OF THE PIPE DIAMETER WILL BE ACCEPTED. ALL UNACCEPTABLE SAGS MUST BE REPLACED IN A MANNER ACCEPTABLE TO THE SANITARY DISTRICT.
- 7. SANITARY PIPE SHALL BE PVC PIPE WITH A SDR OF 26, COMPLYING WITH ASTM D2241, 160 PSI PRESSURE PIPE PUSH—ON BELL AND SPIGOT TYPE WITH RUBBER RING SEAL GASKET ASTM D3139.
- 8. "FLEX SEAL" NON—SHEAR COUPLINGS (WITH STAINLESS STEEL SHEAR RING) SHALL BE USED TO CONNECT PIPES OF DISSIMILAR MATERIAL AND SIZE.
- 9. SERVICE CONNECTIONS MADE TO EXISTING SEWERS SHALL BE MADE BY MACHINE TAP. THE CONNECTIONS SHALL BE MADE WITH GENECO SEALTITE SEWER SADDLE ( MODEL S).
- 10. ALL PUBLIC SANITARY SEWERS SHALL BE LAID WITH STRAIGHT ALIGNMENT AND UNIFORM SLOPE BETWEEN MANHOLES. CONTRACTORS ARE REQUIRED TO USE A PIPE LASER TO SET PIPE SLOPE AND ALIGNMENT FOR PUBLIC SANITARY SEWER MAIN CONSTRUCTION. THE ALIGNMENT AND SLOPE SHALL BE CHECKED BY TELEVISING IN ACCORDANCE WITH SANITARY DISTRICT CONSTRUCTION INSPECTION REQUIREMENTS.

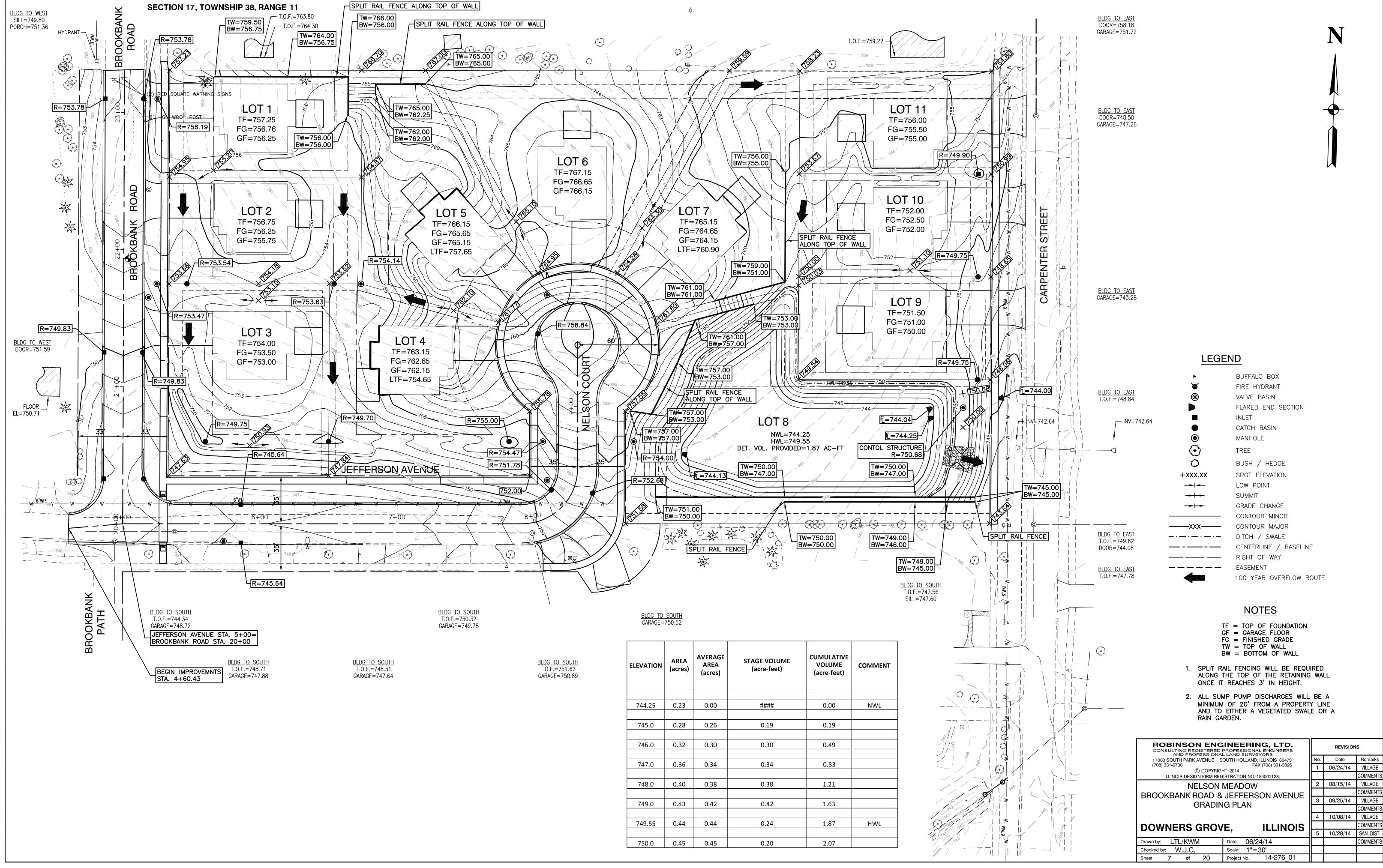
ROBINSON ENGINEERING, LTD.  CONSULTING REGISTERED PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS		REVISIONS		
17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473		Vo.	Date	Remarks
(708) 331-6700 FAX (708) 331-3826 © COPYRIGHT 2014		1	06/24/14	VILLAGE
ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.				COMMENT
NELSON MEADOW		2	08/15/14	VILLAGE
BROOKBANK ROAD & JEFFERSON AVENUE GENERAL NOTES				COMMENT
		3	09/25/14	VILLAGE
				COMMENT
		4	10/08/14	VILLAGE
DOWNERS GROVE, ILLINOIS	: IL			COMMENT
BOWNERO GROVE, IEEMOR		5	10/28/14	SAN. DIST
Drawn by: LTL/KWM Date: 06/24/14				COMMENT
Checked by: W.J.C. Scale: 1"=30'				

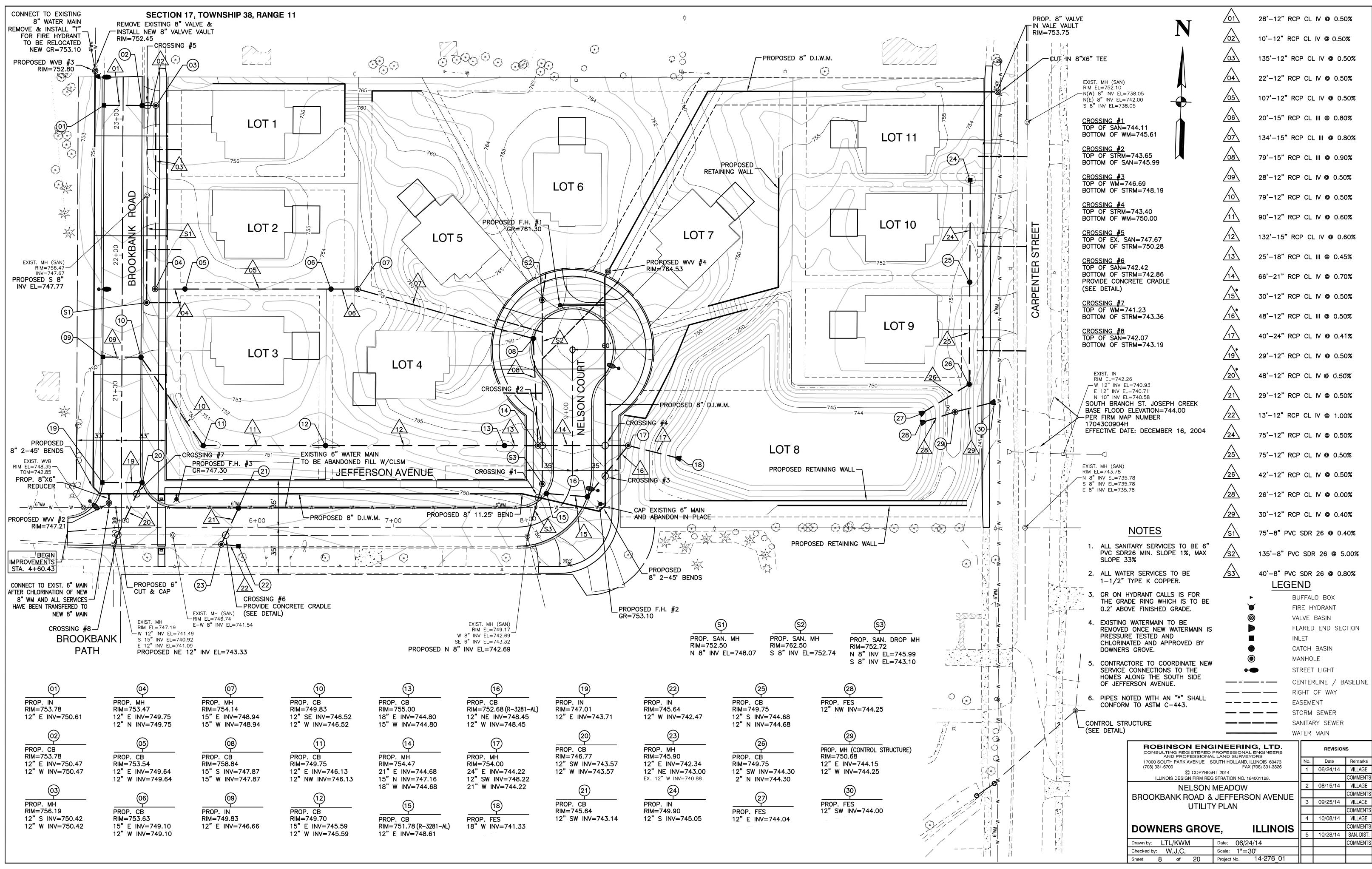
Sheet 4 of 20 Project No. 14-276 01

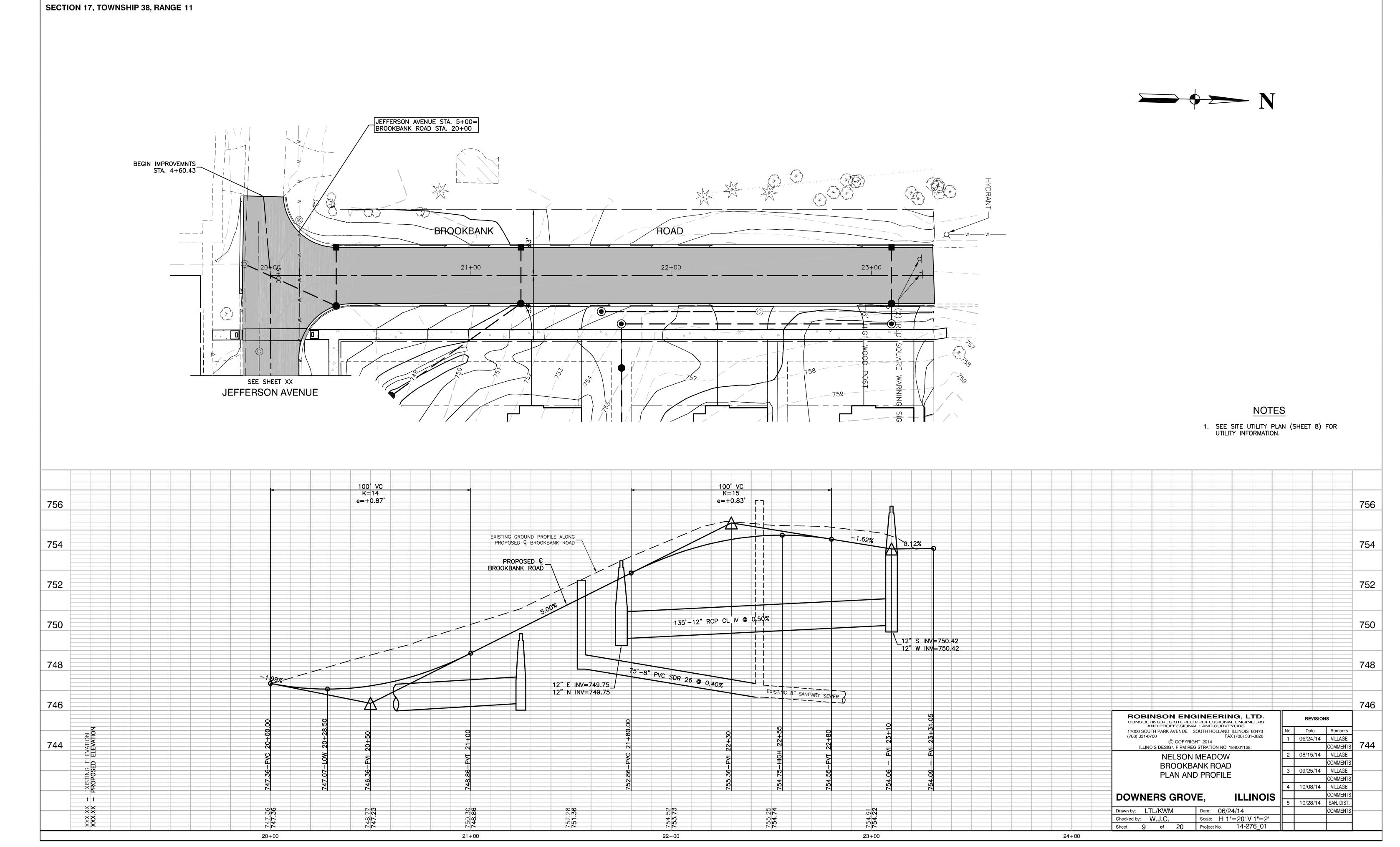
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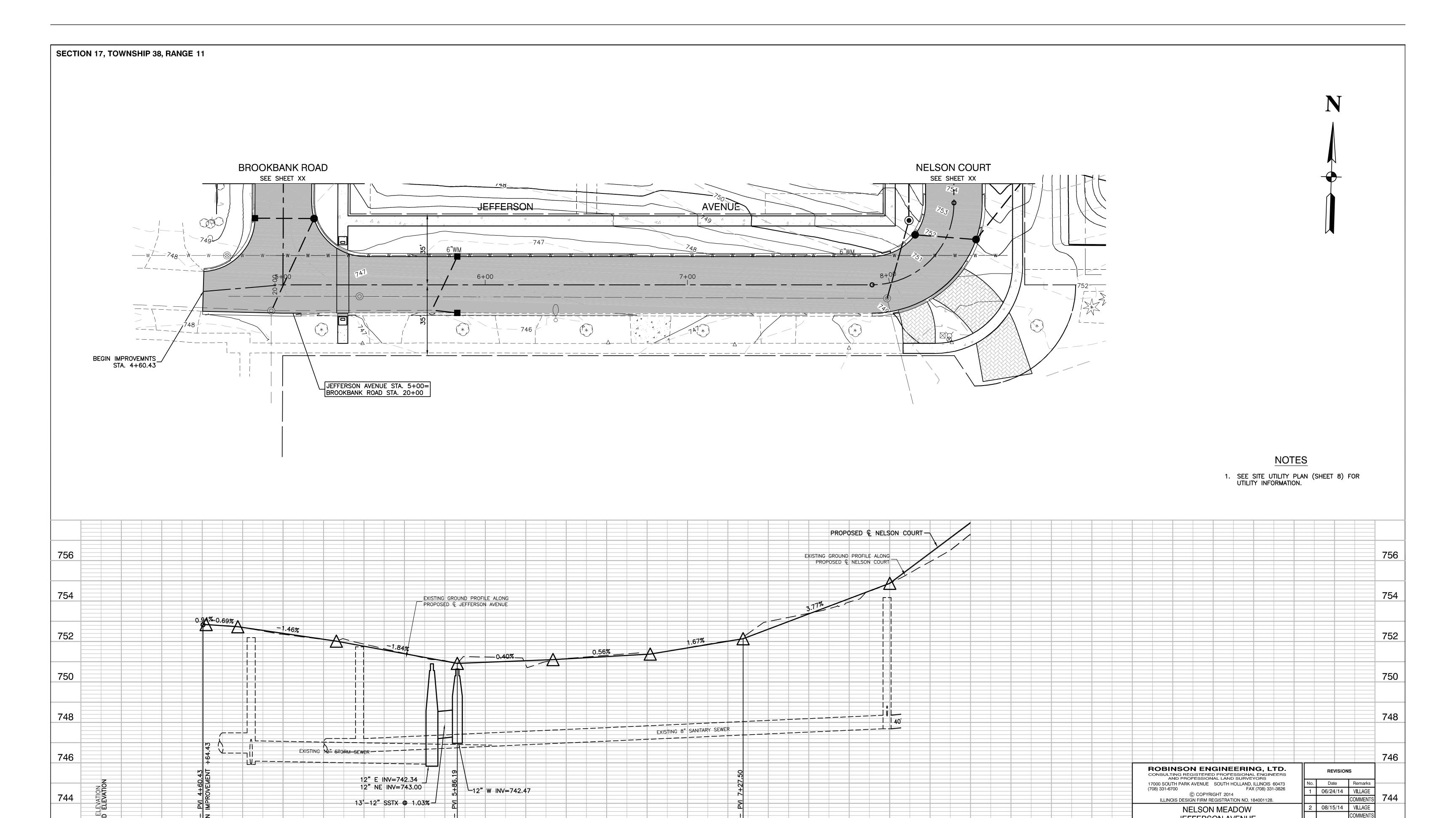












7 + 00

8+00

5+00

6+00

COMMENTS

COMMENTS

COMMENTS

4 10/08/14 VILLAGE 742

3 09/25/14 VILLAGE

5 10/28/14 SAN. DIST.

JEFFERSON AVENUE

PLAN AND PROFILE

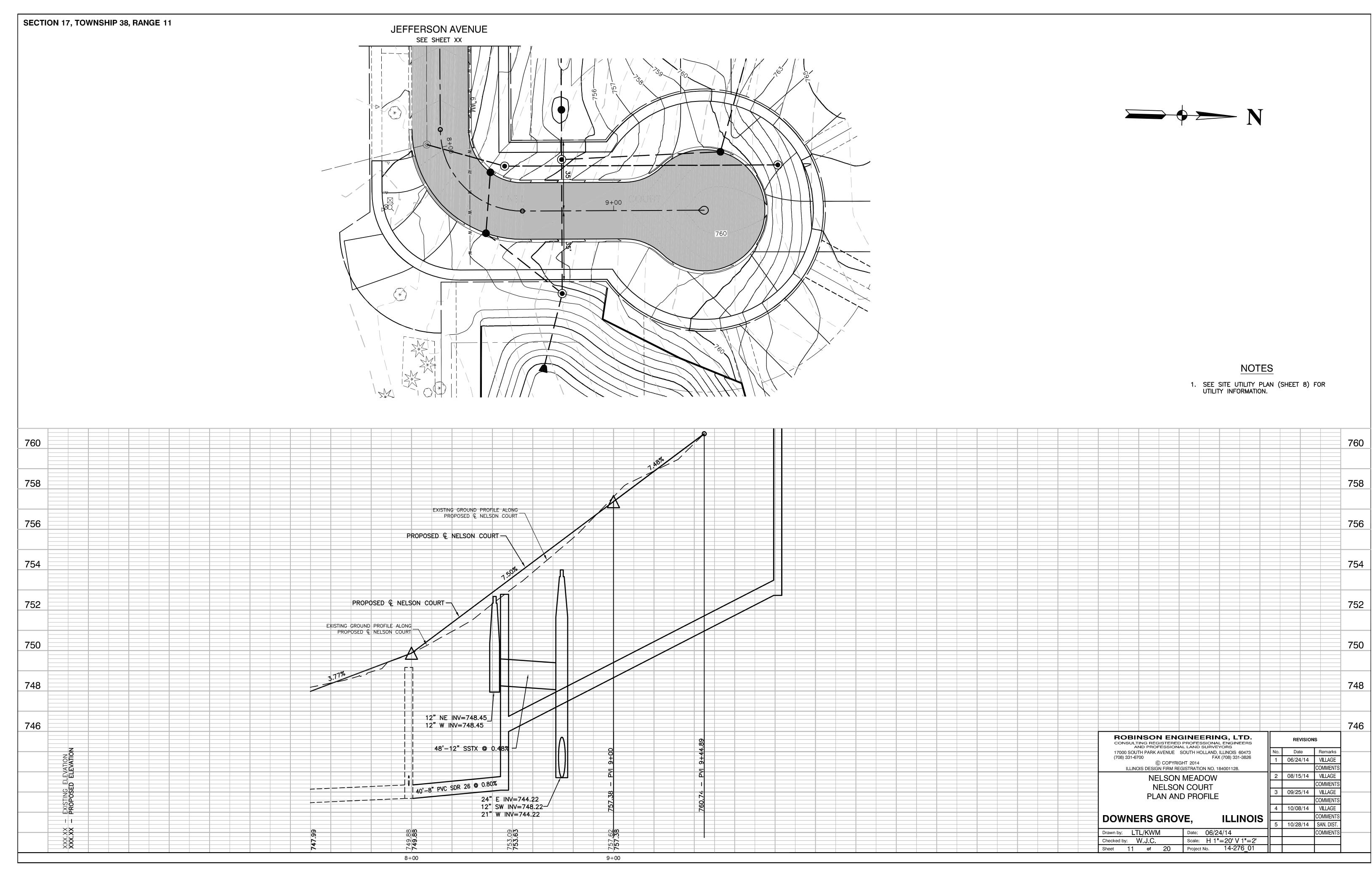
Date: 06/24/14

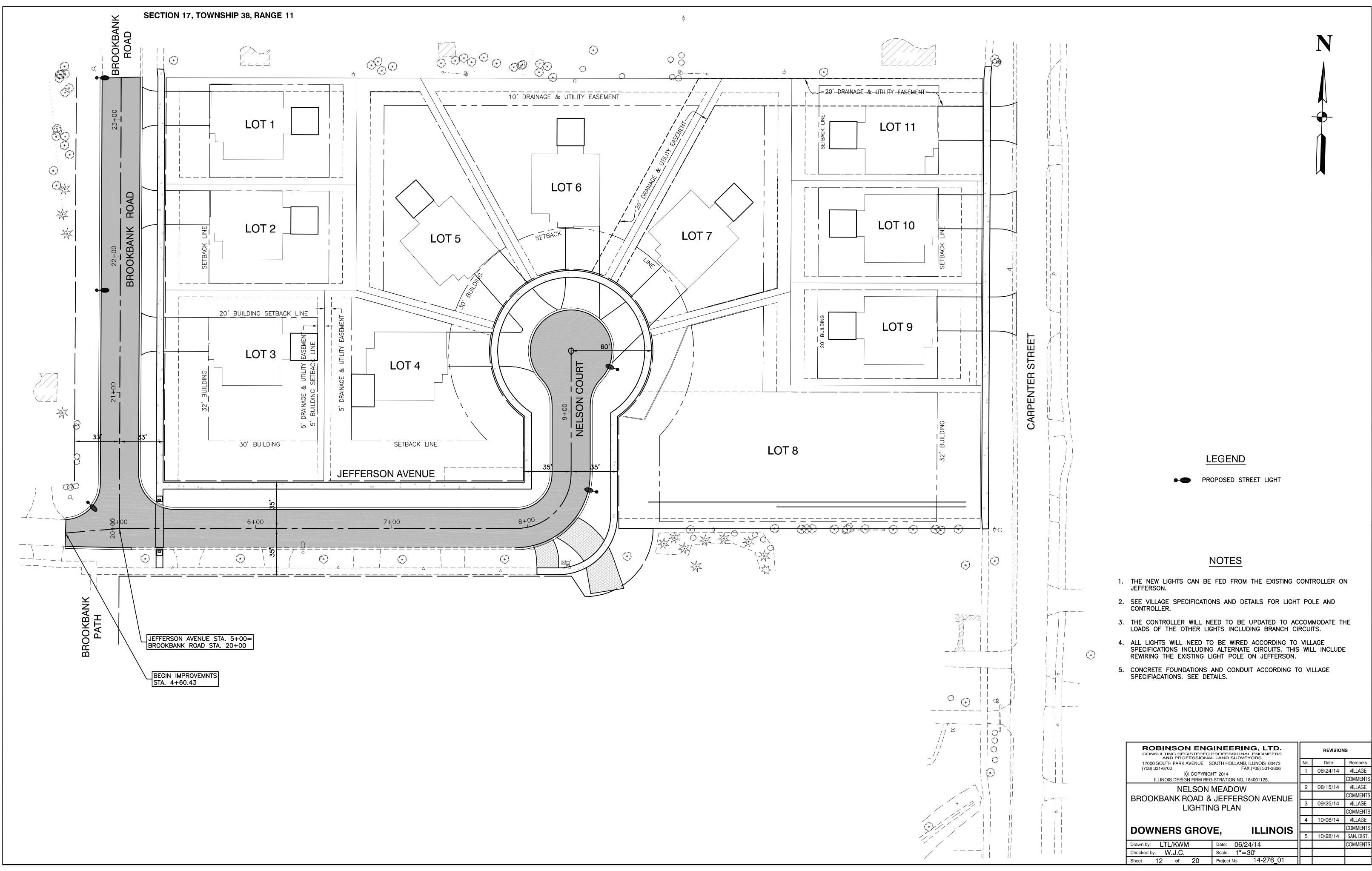
Scale: H 1"=20' V 1"=2'

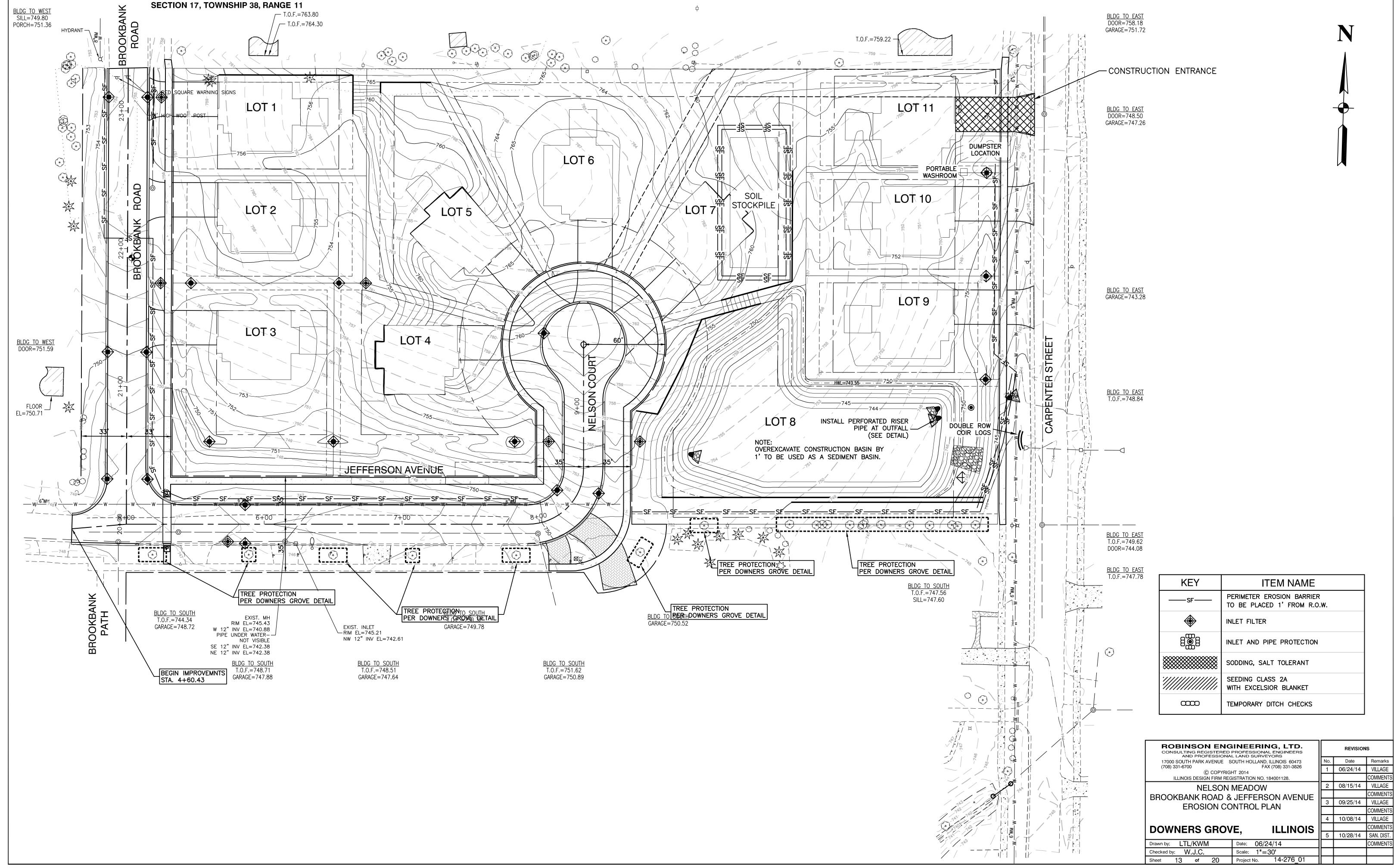
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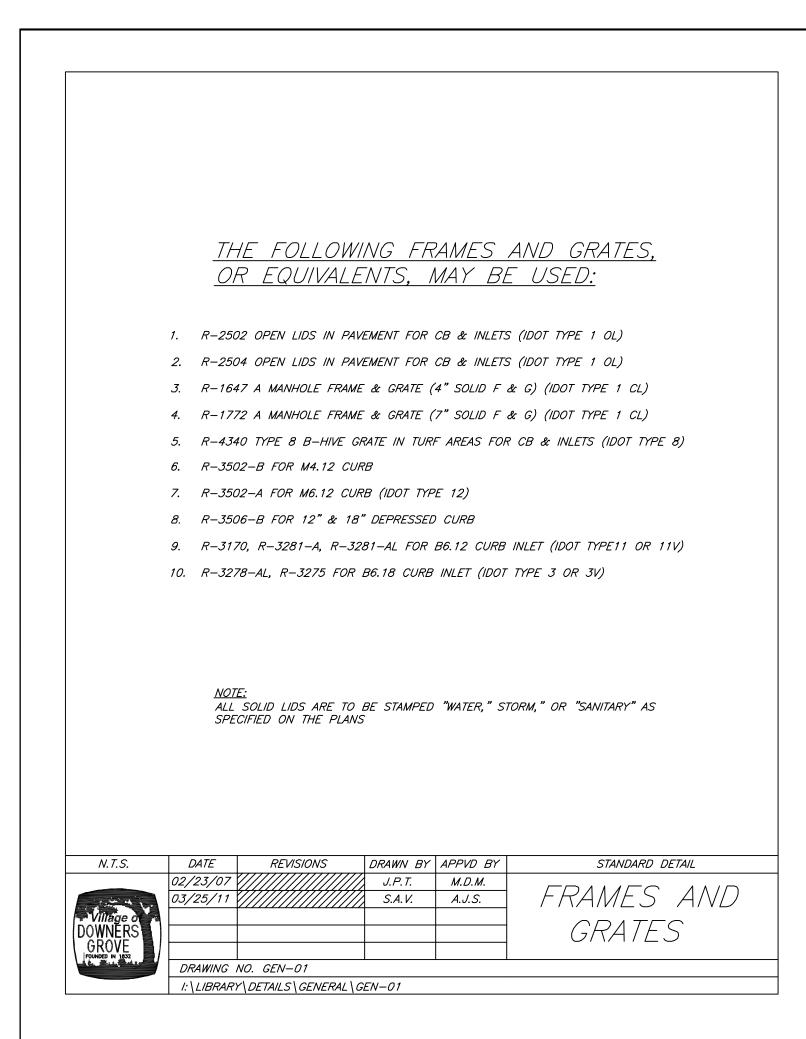
DOWNERS GROVE,

Sheet 10 of 20 Project No.









18" FOR TYPE B6.18

DEPRESSED CURB

2" R FOR TYPE M2.12 AND FOR TYPE M6.12

3" R FOR TYPE M3.12 AND FOR TYPE M4.12

12" FOR ALL TYPES

SLOPE 6.00% ---

SLOPE 3/4" PER FT. —

(2) 3/4" DOWEL BARS AT EXPANSION — & AT EXISTING CURB CONSTRUCTION JOINT

WHEN SUB-BASE IS OMITTED.

SLOPE SAME AS SUB-BASE OR 3/4" ----

DATE

REVISIONS

JOINT SPACING ON CENTERS:

15' FOR CONTRACTIONS

- MIN. 2" COMPACTED

CA-6 AGGREGATE

SLOPE SAME AS SUB-BASE OR 3/4"
WHEN SUB-BASE IS OMITTED.

(2) #6 REBAR DOWEL BARS AT EXPANSION & AT EXISTING CURB CONSTRUCTION

MOUNTABLE OR BARRIER CURB

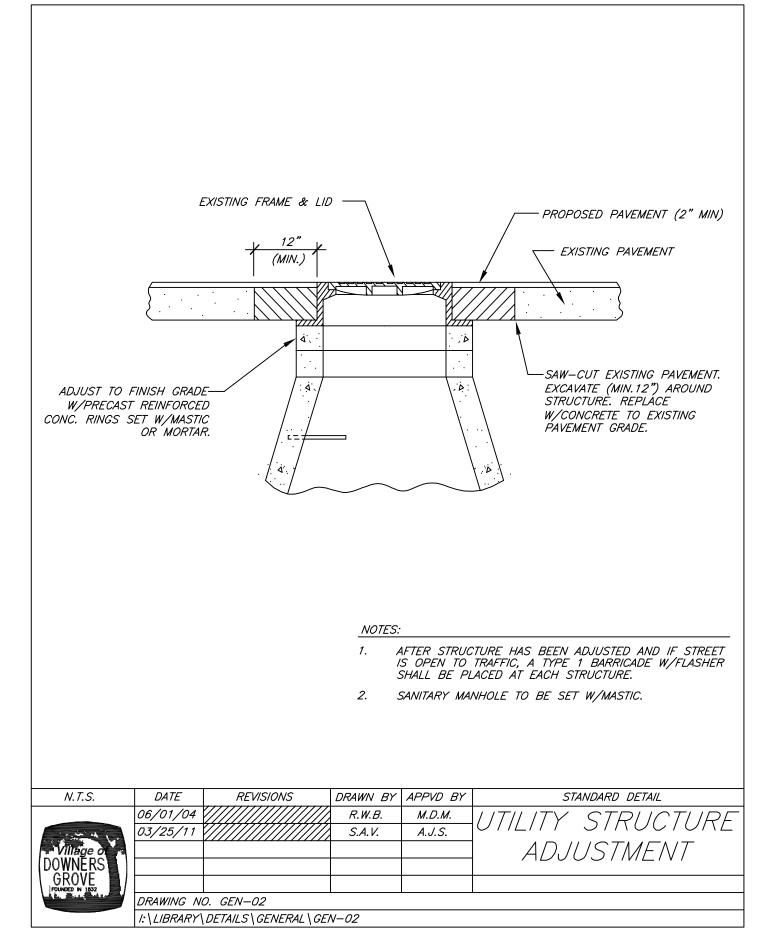
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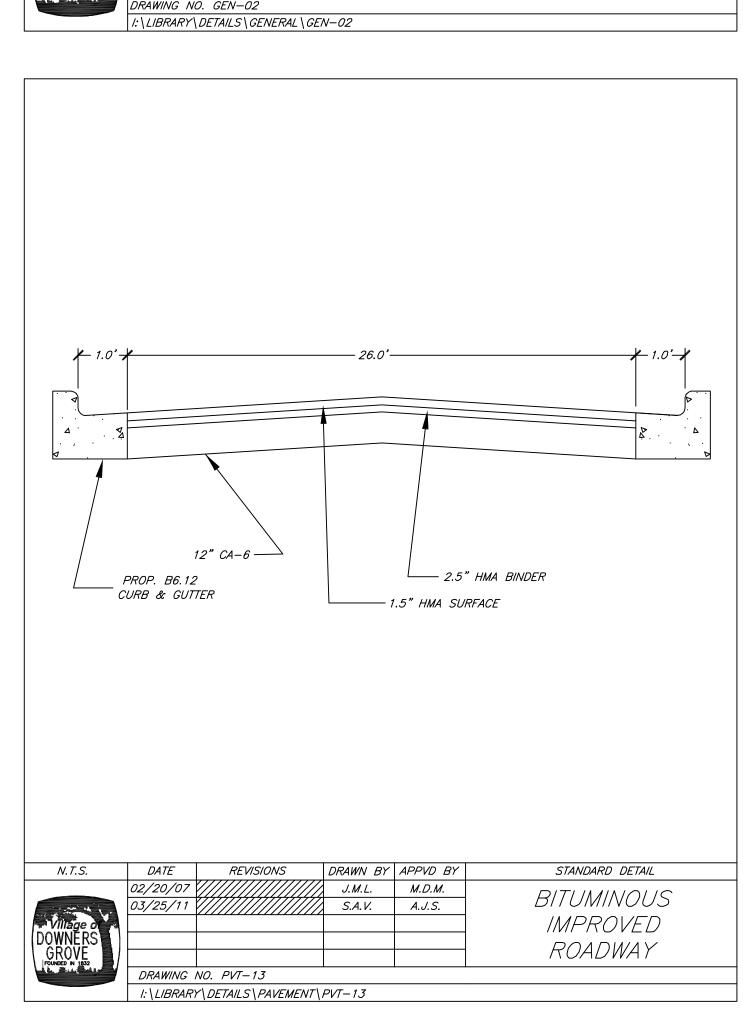
LEVEL BASE. INCIDENTAL

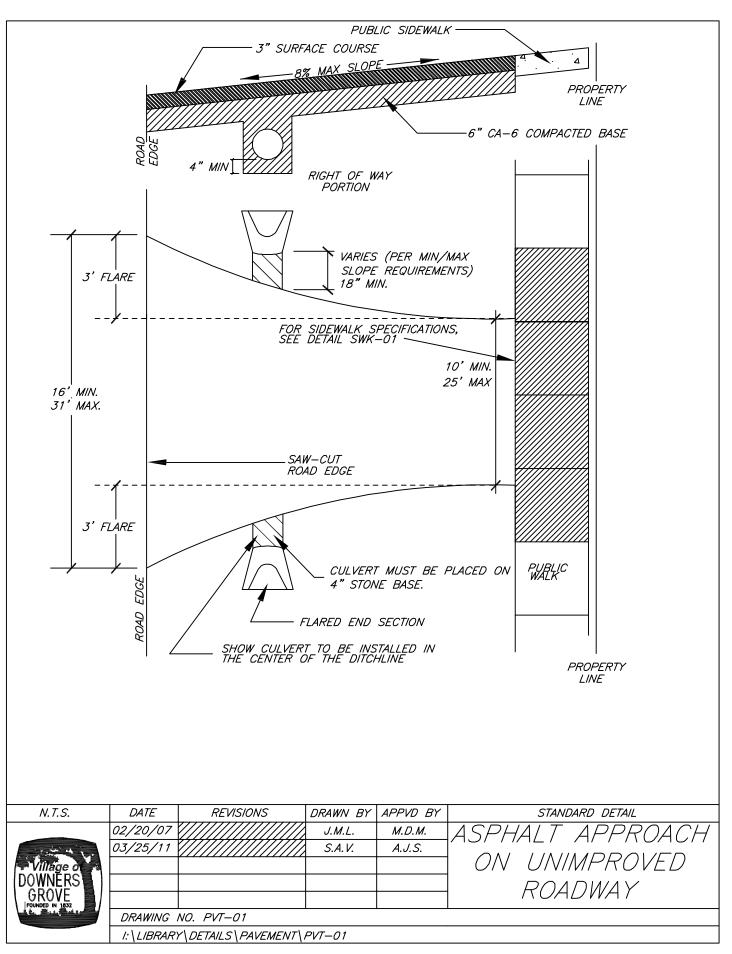
STANDARD DETAIL

90' FOR EXPANSION

— MIN. 2" COMPACTED CA-6 AGGREGATE LEVEL BASE. INCIDENTAL



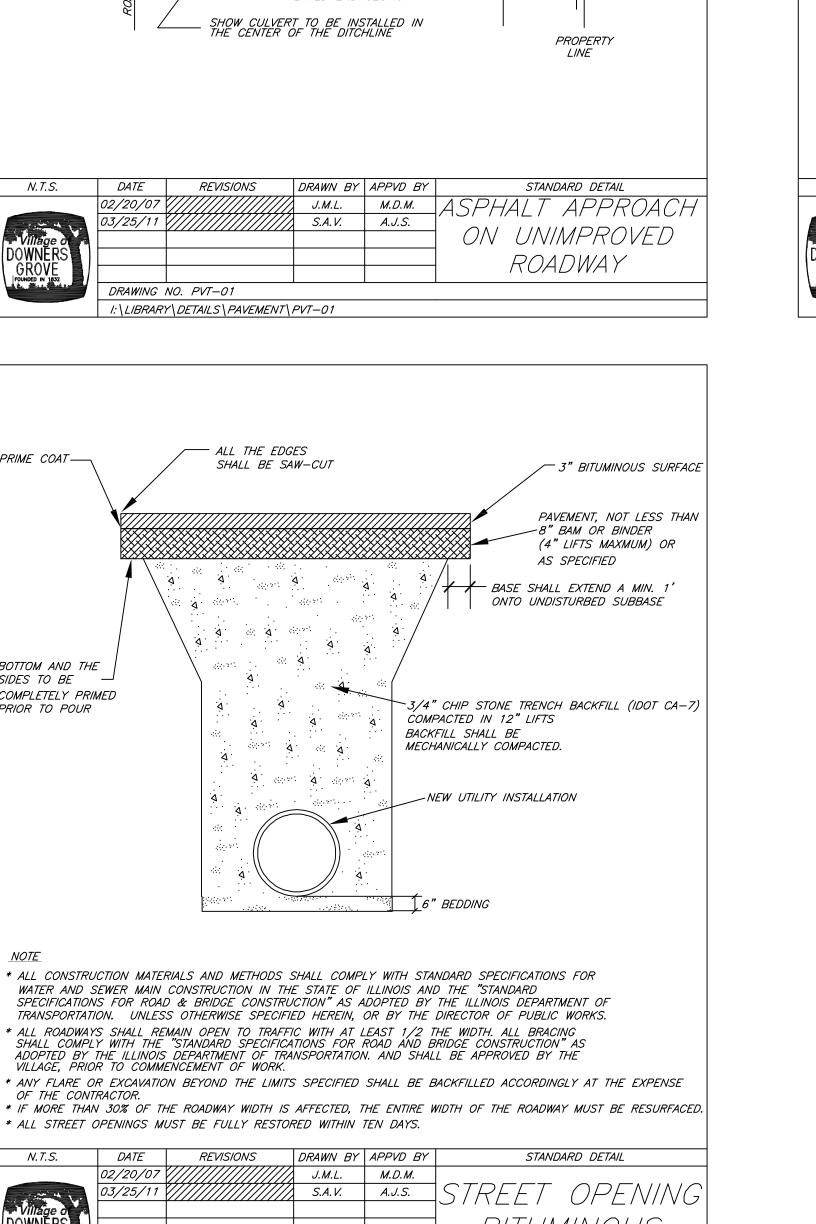




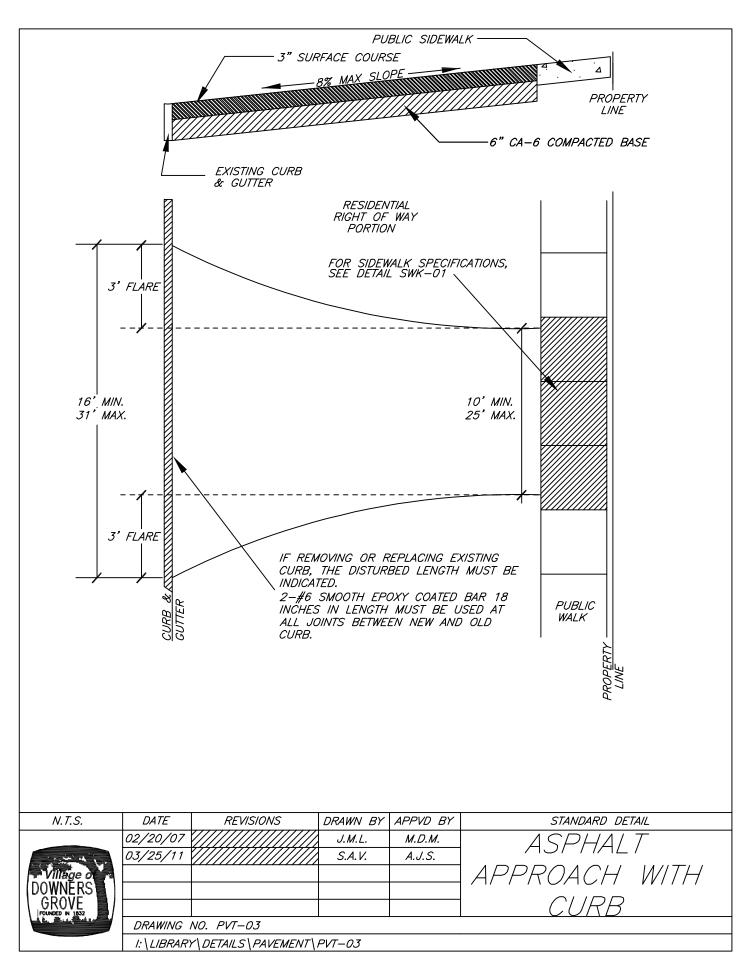
ALL THE EDGES

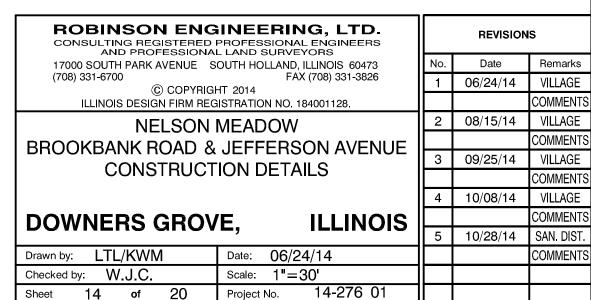
SHALL BE SAW-CUT

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BACKFILL SHALL BE







PRIME COAT -

BOTTOM AND THE SIDES TO BE -

PRIOR TO POUR

COMPLETELY PRIMED

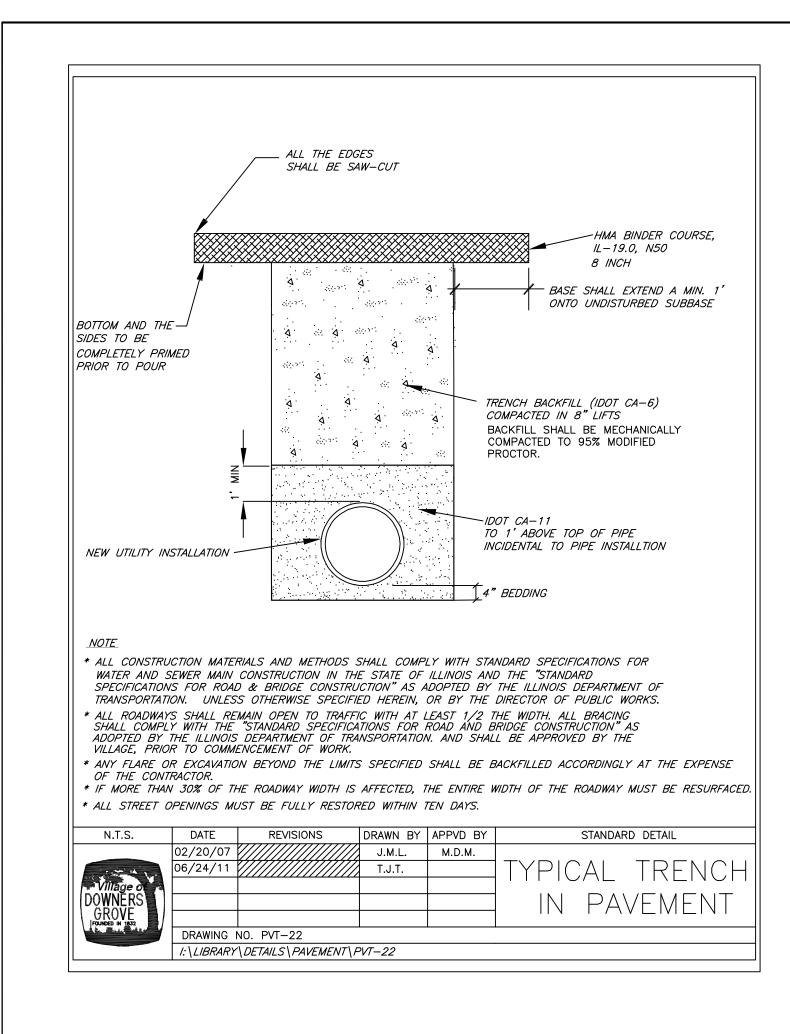
OF THE CONTRACTOR.

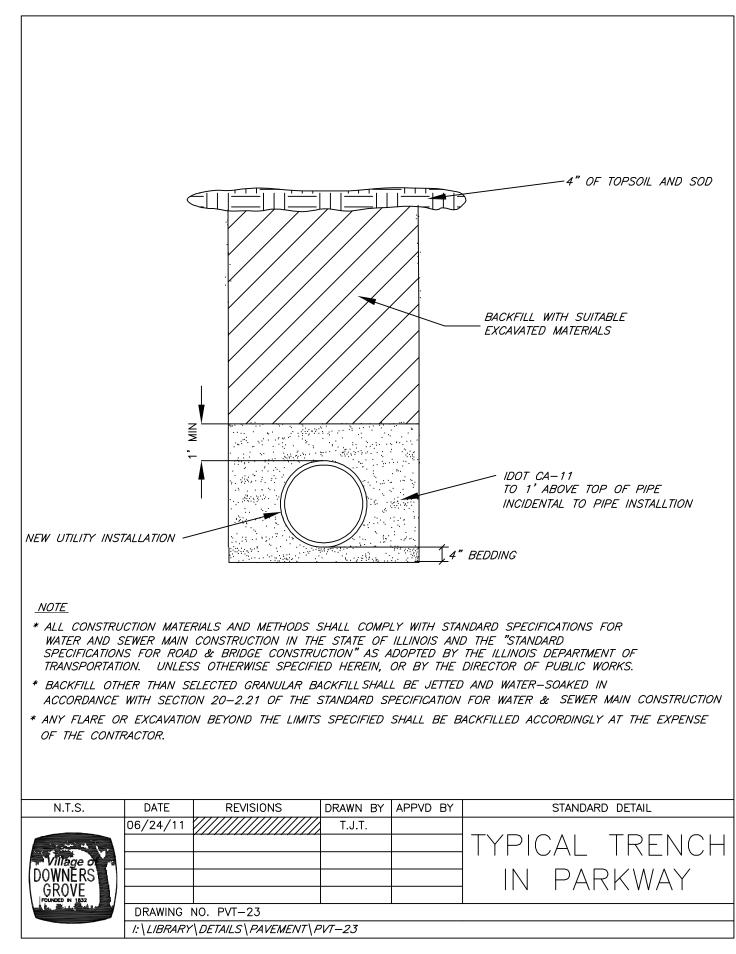
DATE

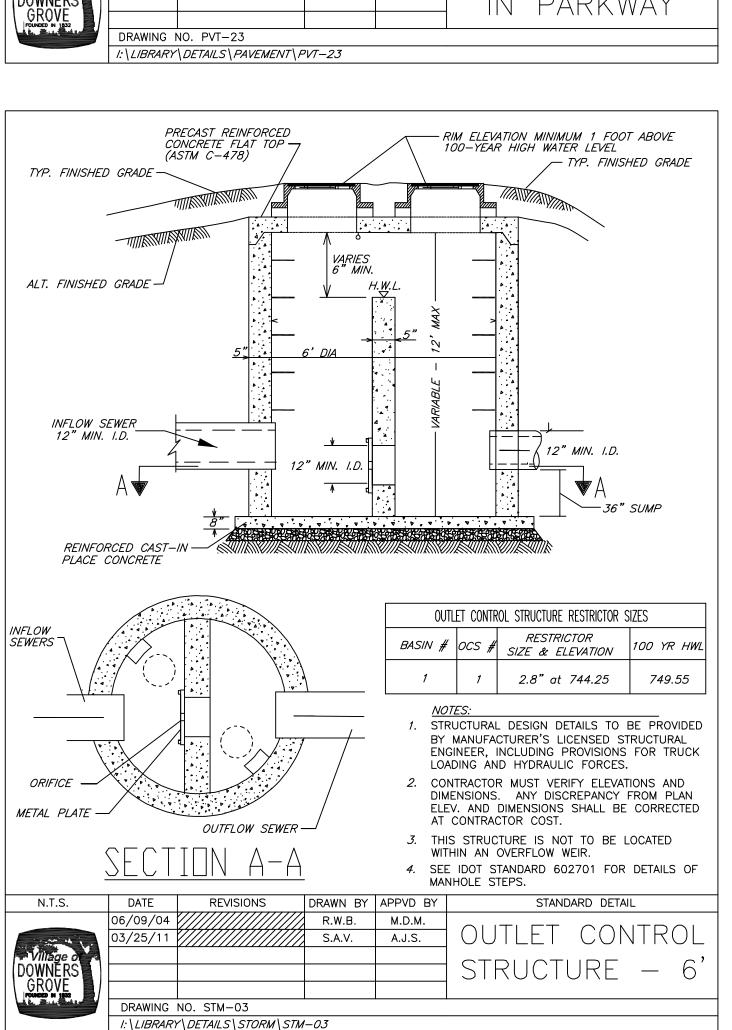
N.T.S.

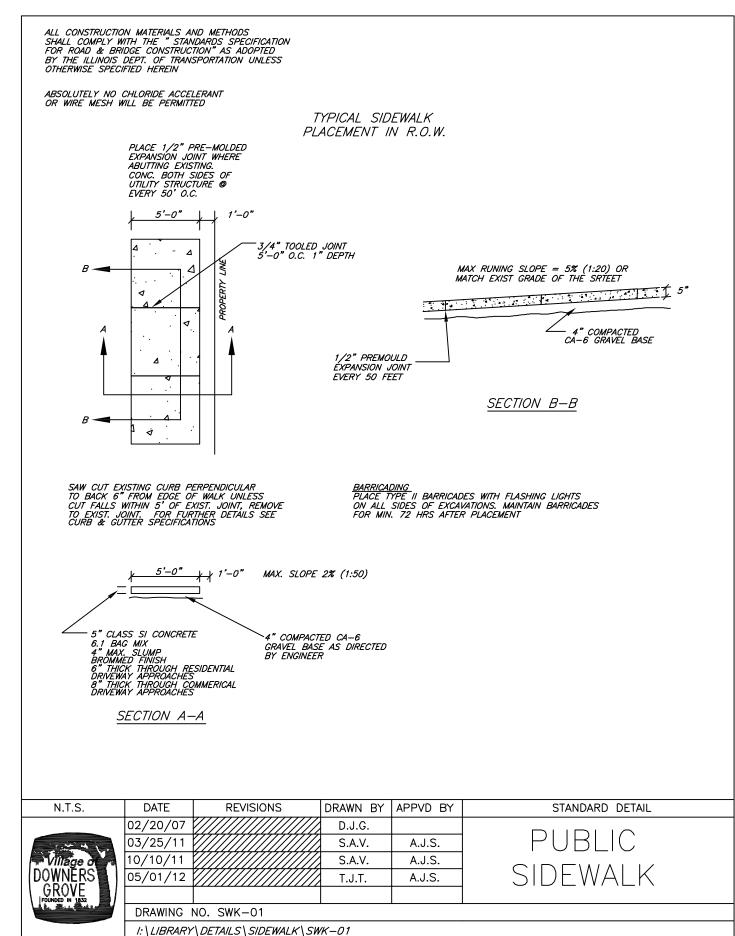
\* ALL STREET OPENINGS MUST BE FULLY RESTORED WITHIN TEN DAYS.

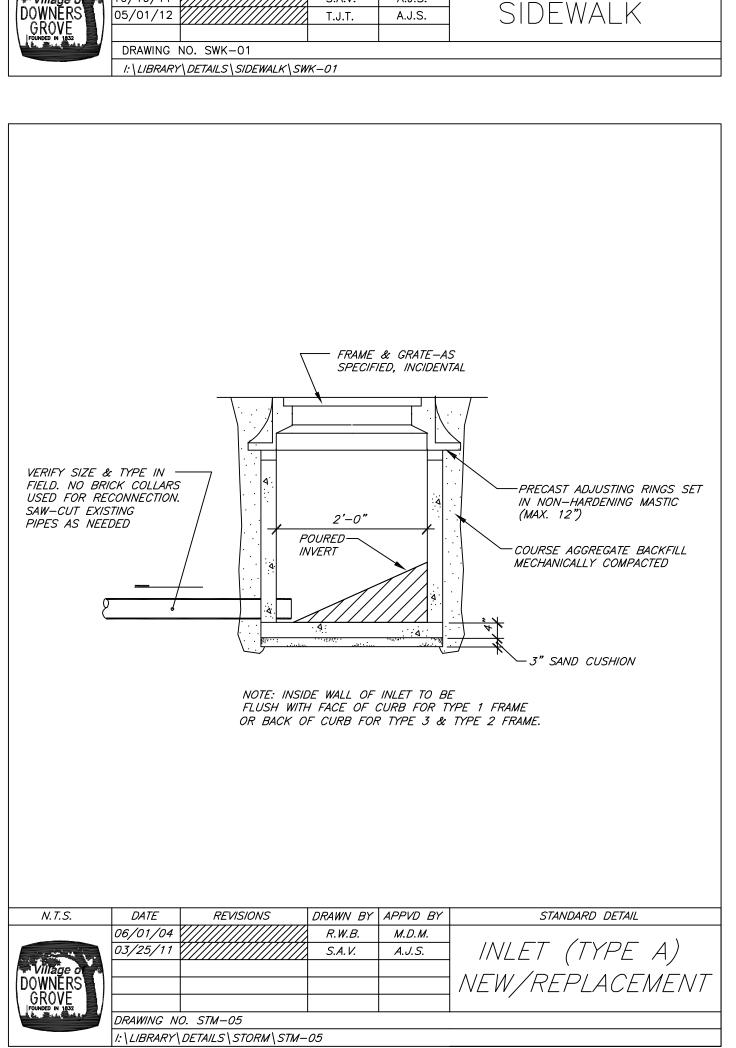
REVISIONS

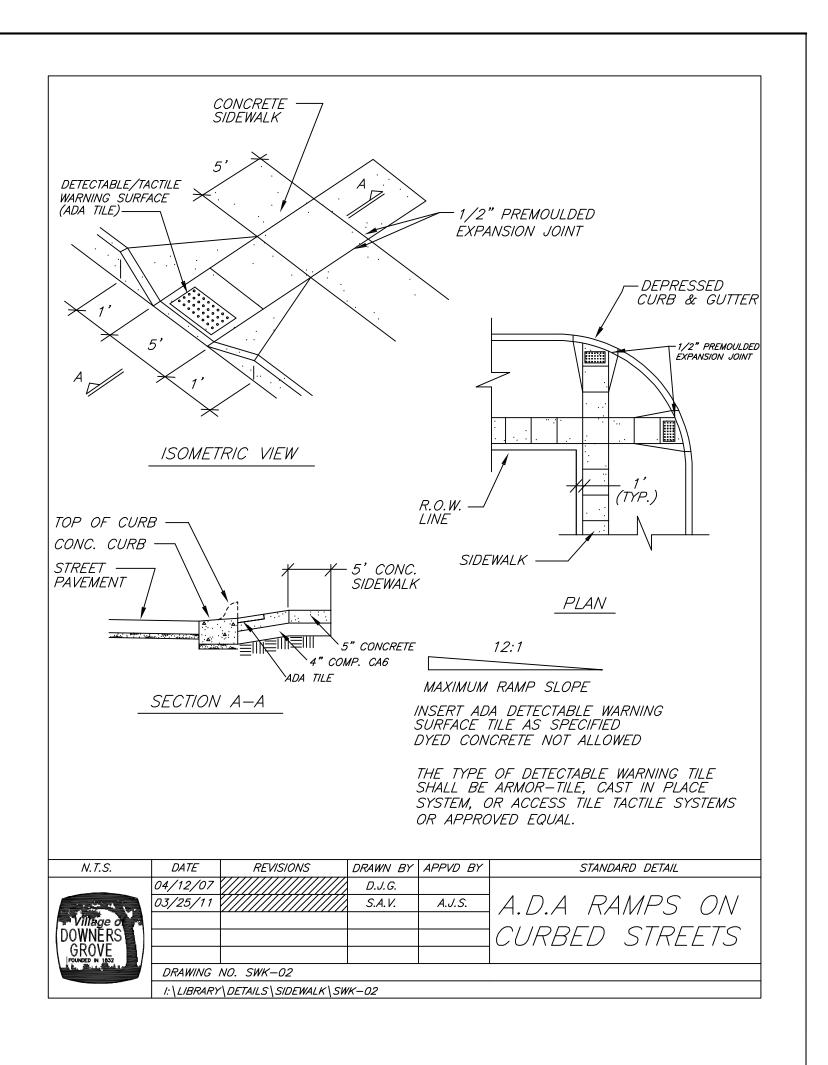


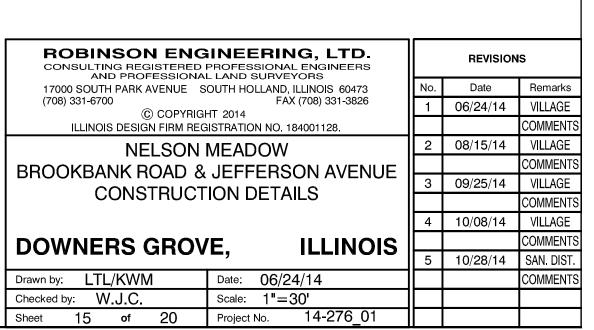


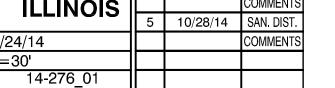












EXIST. SEWER OR SEWER TO BE CONSTRUCTED

CAST IN PLACE -

ELEVATION - ECCENTRIC

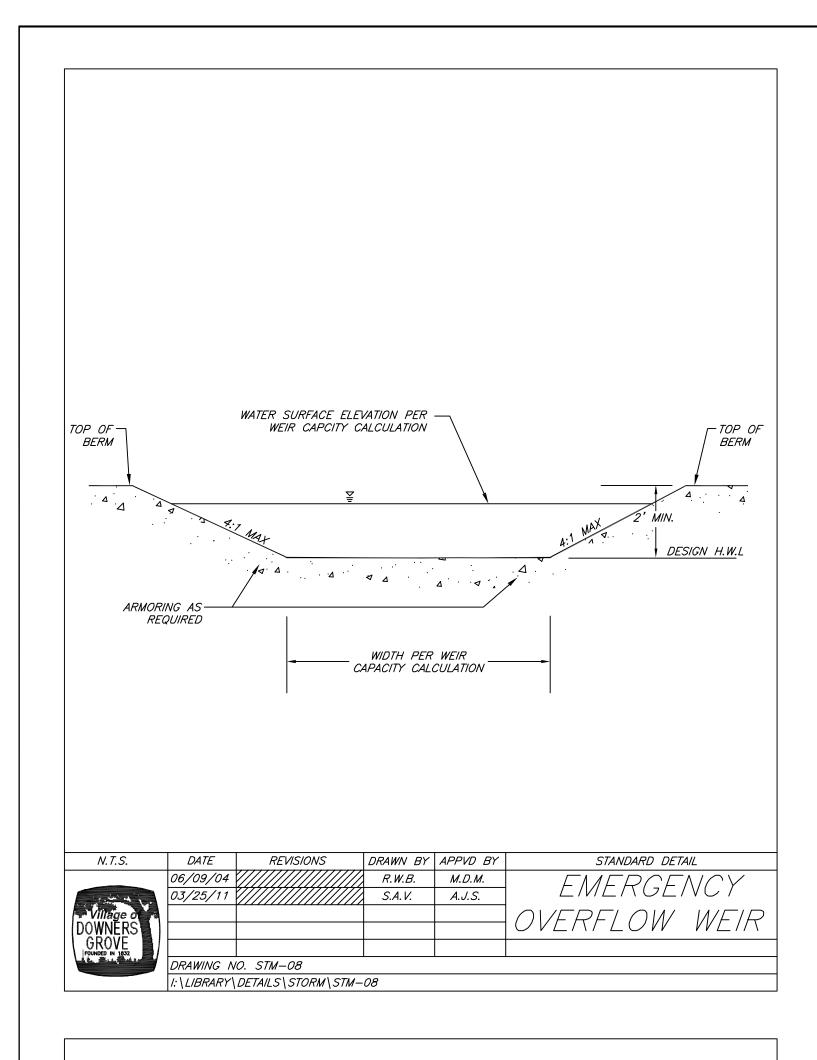
L\_\_ 8"

CONCRETE -

CAST IN PLACE -

ELEVATION - CONCENTRIC

STEPS AT 12" TO 16" CTS.



MOUNTING ARM

PLANS, 6' MIN.)

CONCRETE FOUNDATION -

(SEE OTHER LIGHTING DETAIL)

DATE

02/20/07

03/25/11

REVISIONS

ALUMINUM WITH S.S. SCREENS

POLE CAP CAST

ALUMINUM ELLIPTICAL TAPERED

(LENGTH AS SPECIFIED ON \_\_\_\_

28'-0"

GE M-250A2 POWR/DOOR

*30'-0"* 

(OR APPROVED EQUAL)

WITH CUT OFF OPTICS,

150 WATT HPS

STANDARD DETAIL

EXTRUDED POLE PLATE ALLOY 6063-T6 WITH 1/2"-13NC S.S. HARDWARE

LAMP - 150 WATT H.P.S.

MOUNTING HEIGHT — 30'-0"

LEAD TYPE (CWA) BALLAST

SATIN GROUND FINISH

TAPERED ALUMINUM POLE, 7" TO

─ 4.5" 0.188" WALL ALLOY 6063-T6

— HAND HOLE WITH COVER 4"X6"

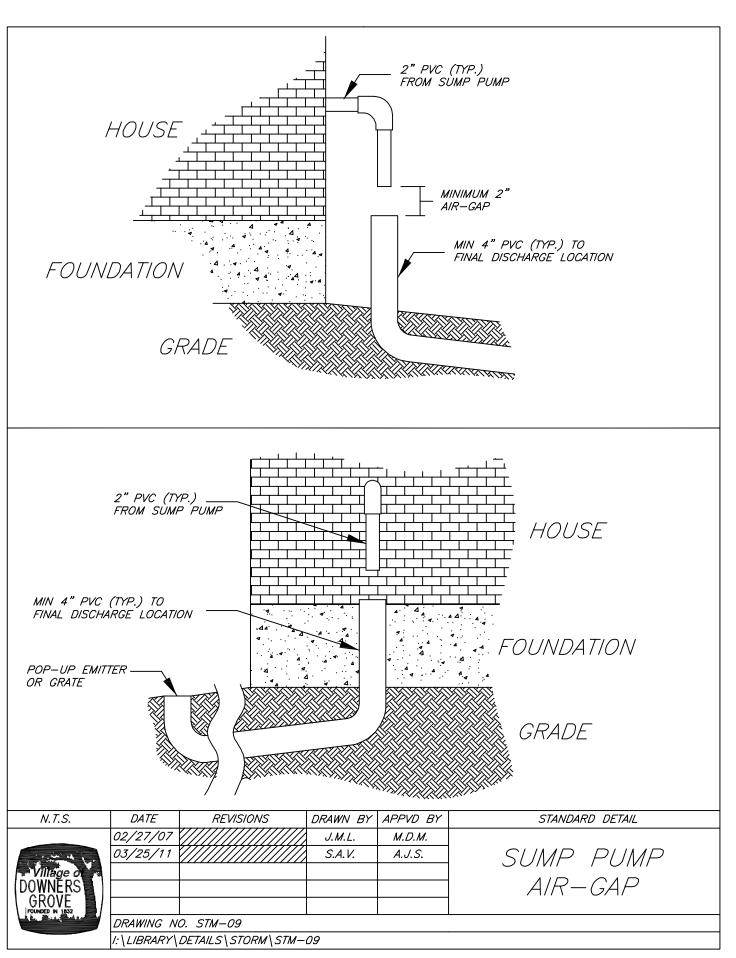
BASE FLANGE ALLOY 356-T6

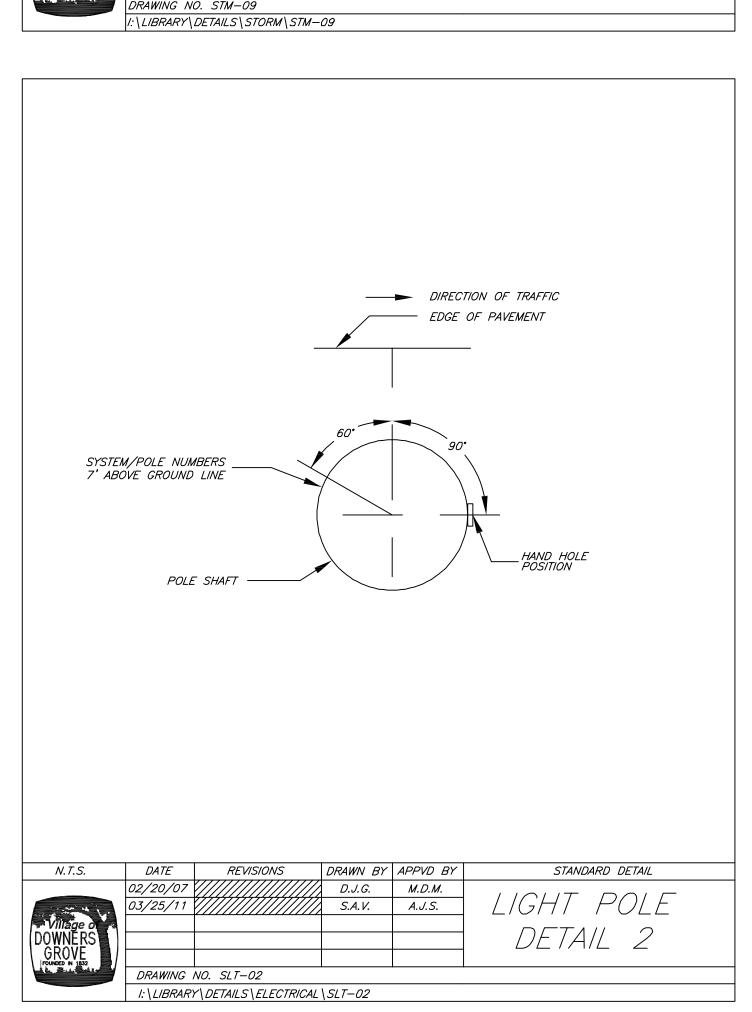
WITH BOLT COVERS AND S.S. SCREENS 11.5" BOLT CIRCLE

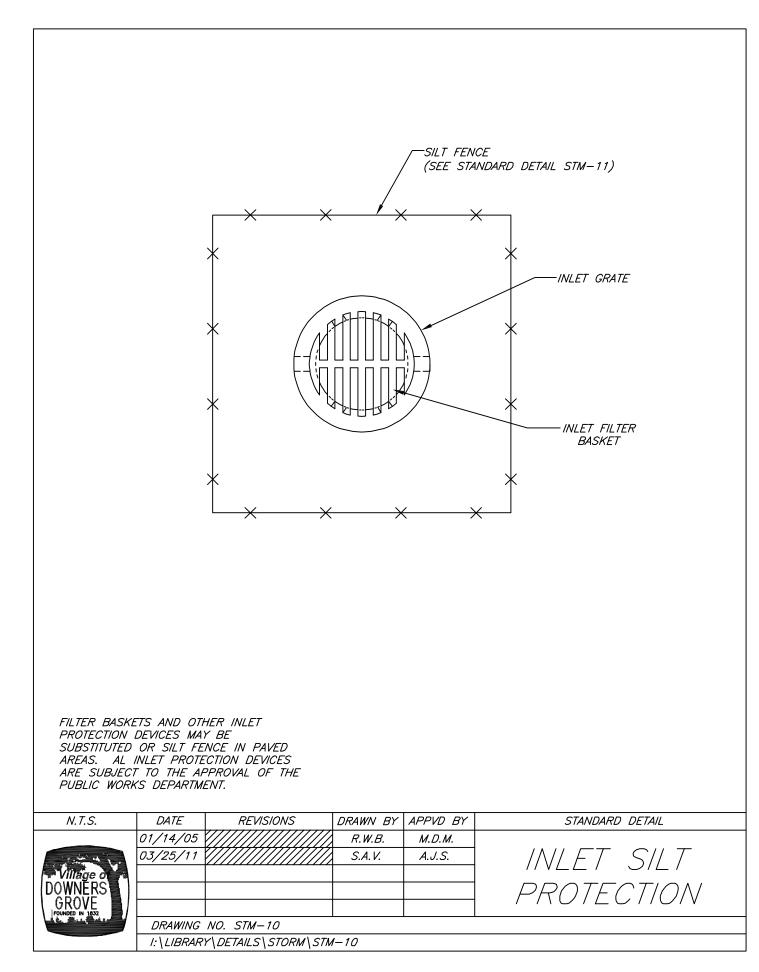
MEDIUM, CUTOFF, TYPE III DISTRIBUTION HPF, CONSTANT WATTAGE AUTO REGULATOR,

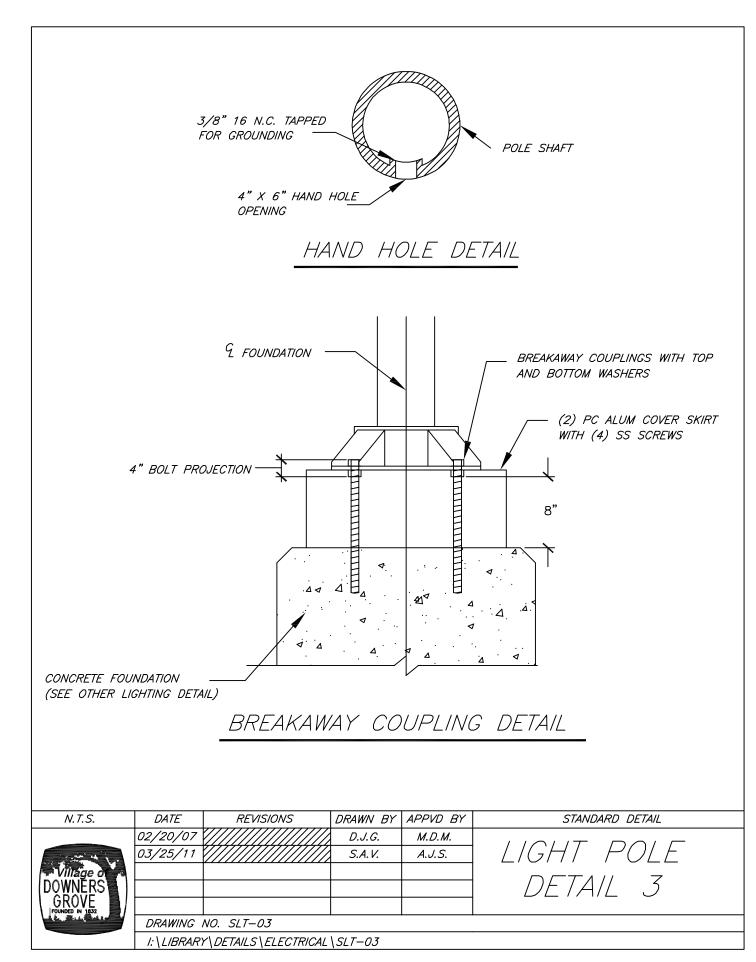
LIGHTING CRITERIA

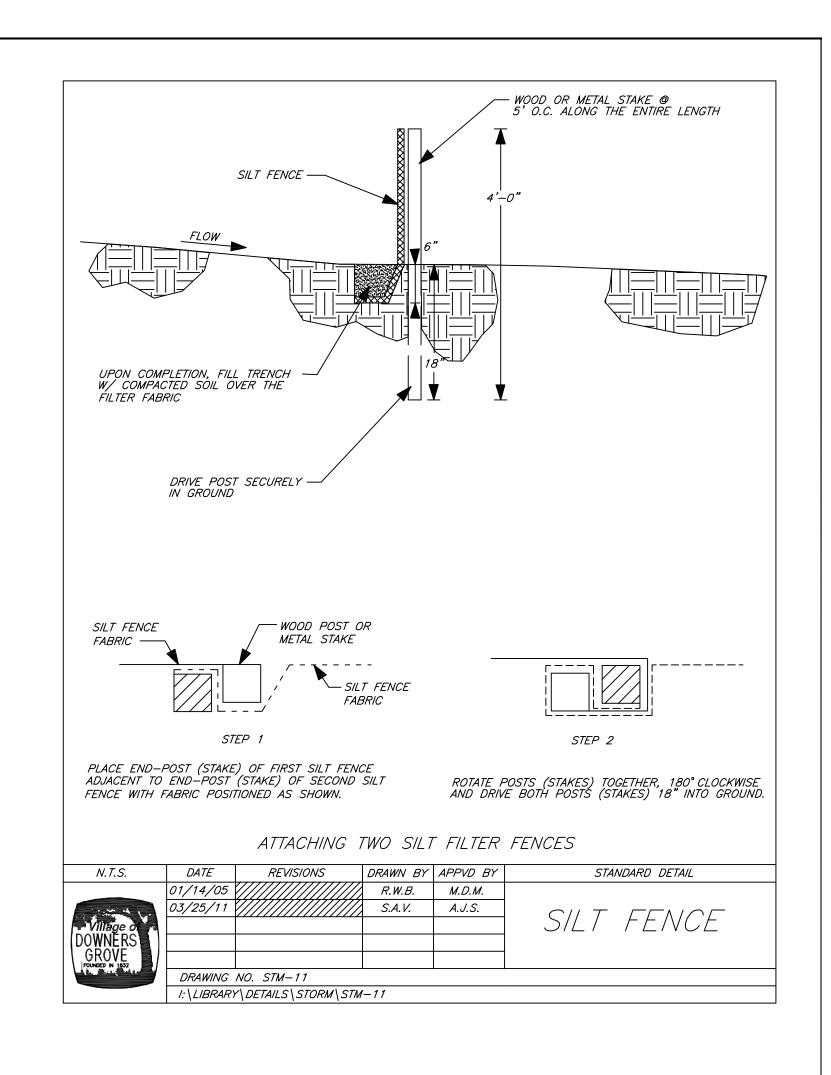
240 VOLT

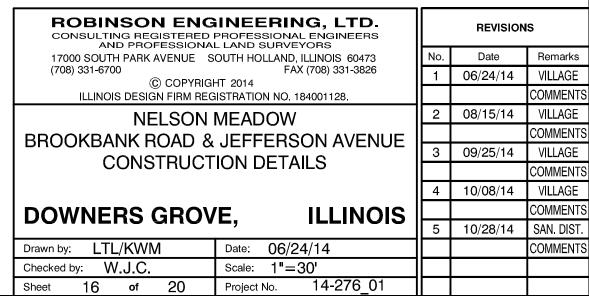


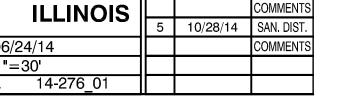








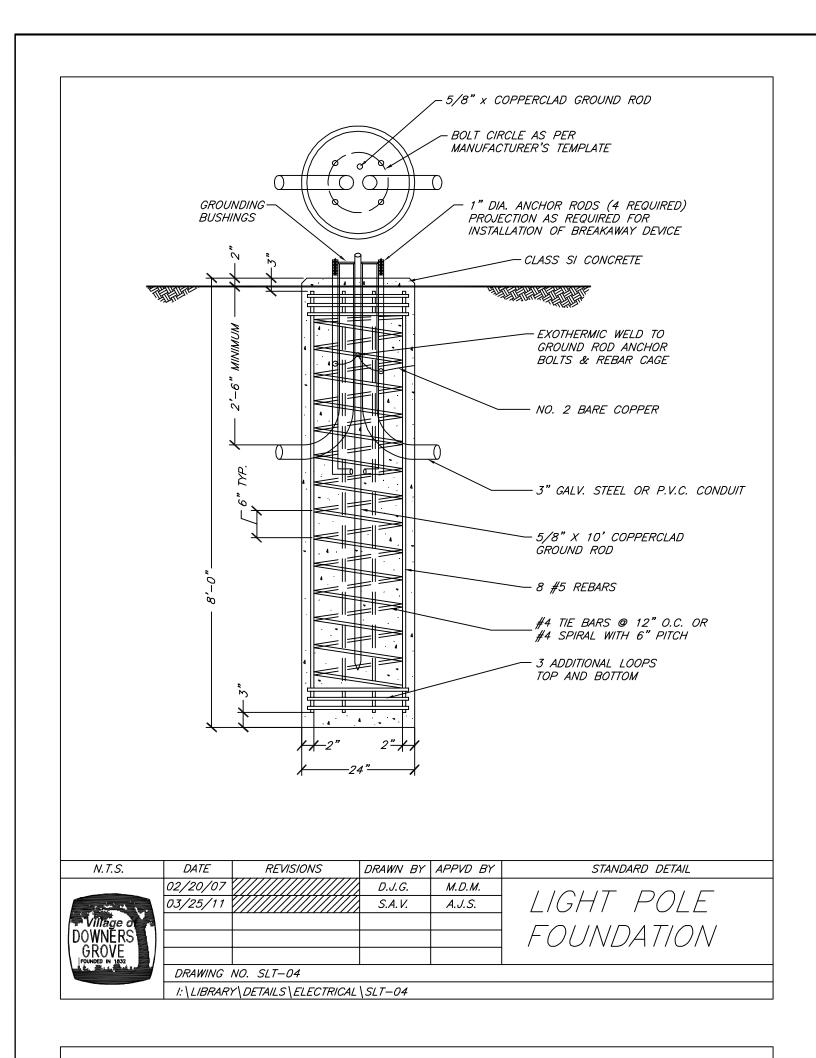


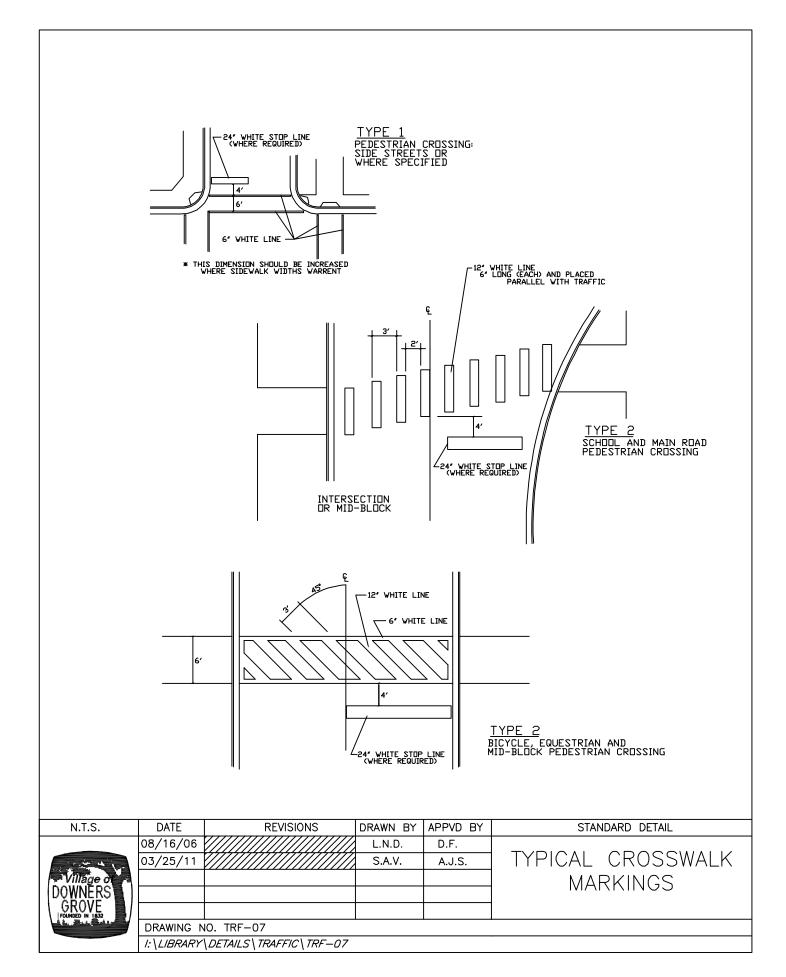


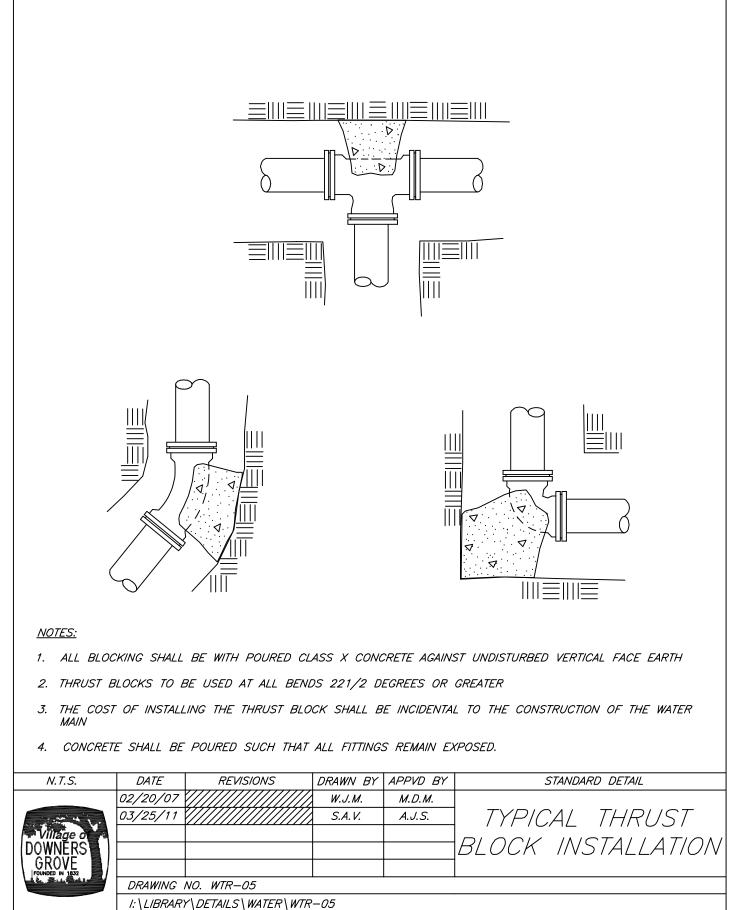
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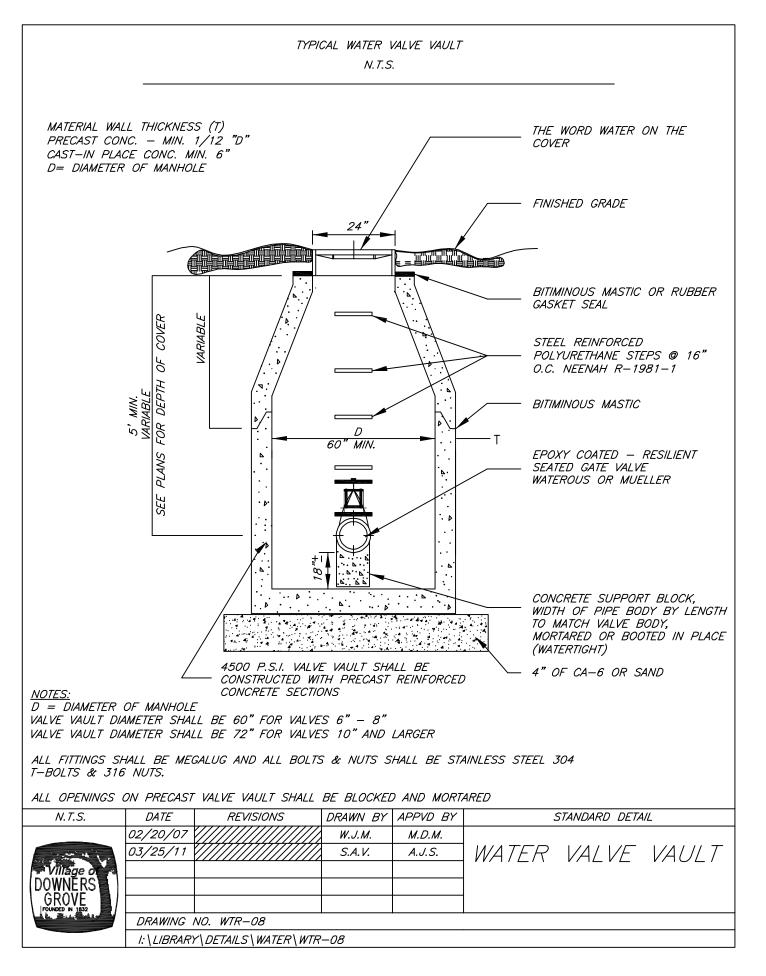
D.J.G. M.D.M.

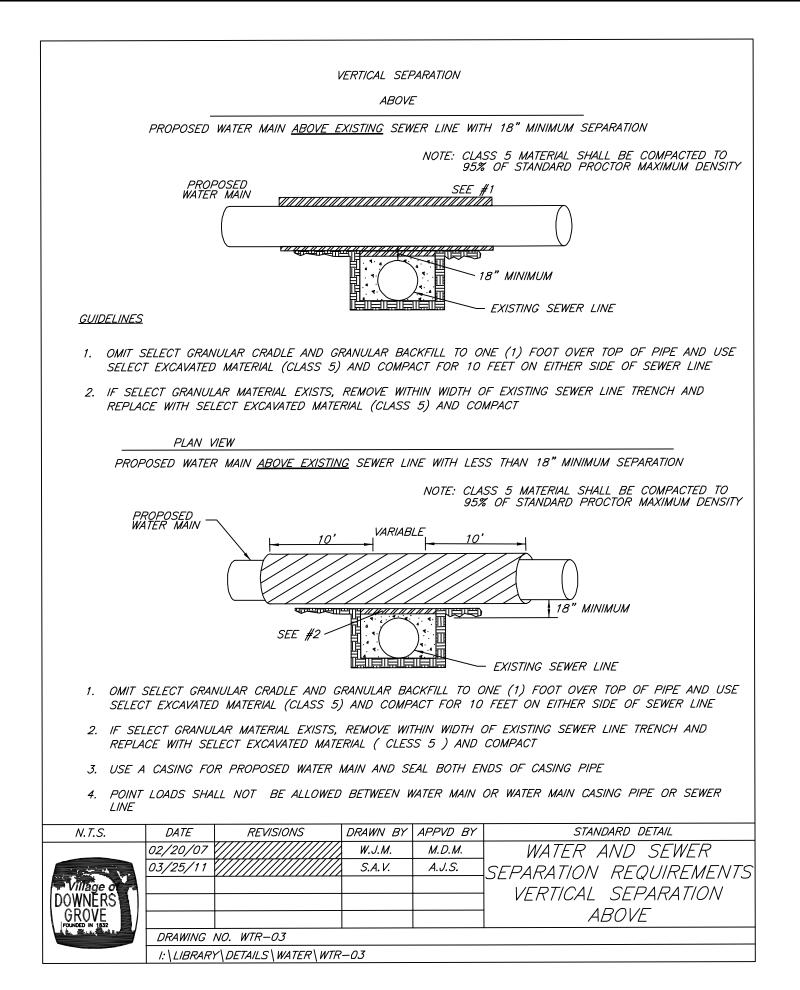
S.A.V. A.J.S.

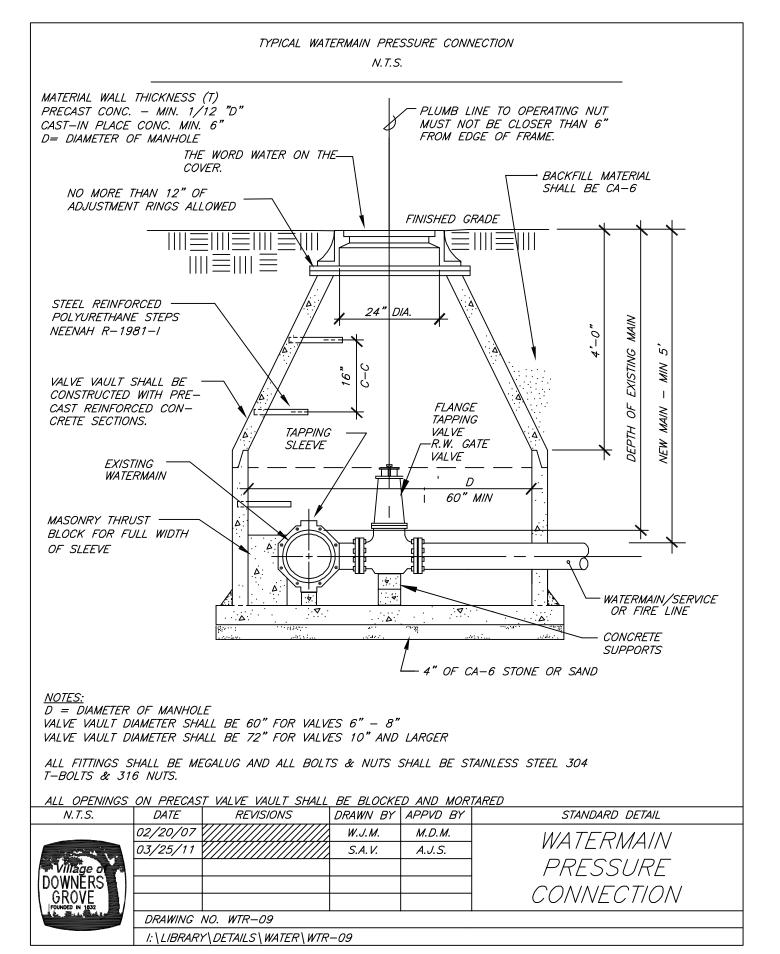












#### VERTICAL SEPARATION

PROPOSED WATER MAIN <u>BELOW</u> EXISTING SEWER LINE WITH 18" MINIMUM SEPARATION

NOTE: CLASS 5 MATERIAL SHALL BE COMPACTED TO

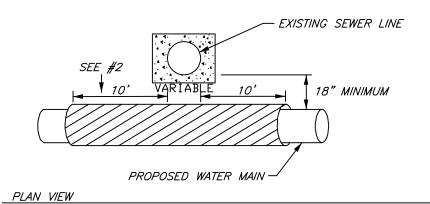
95% OF STSANDARD PROCTOR MAXIMUM DENSITY

1. OMIT SELECT GRANULAR CRADLE AND GRANULAR BACKFILL TO ONE (1) FOOT OVER TOP OF PIPE AND

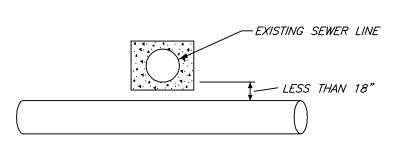
USE SELECT EXCAVATED MATERIAL (CLASS 5) AND COMPACT FOR 10 FEET ON EITHER SIDE OF SEWER

2. IF SELECT GRANULAR MATERIAL EXISTS, REMOVE WITHIN WIDTH OF EXISTING SEWER LINE TRENCH AND REPLACE WITH SELECT EXCAVATED MATERIAL ( CLESS 5 ) AND COMPACT

3. PROVIDE ADEQUATE SUPPORT FOR EXISTING SEWER LINE TO PREVENT DAMAGE DUE TO SETTLEMENT



PROPOSED WATER MAIN <u>BELOW</u> EXISTING SEWER LINE WITH LESS THAN 18" MINIMUM SEPARATION



PROPOSED WATER MAIN

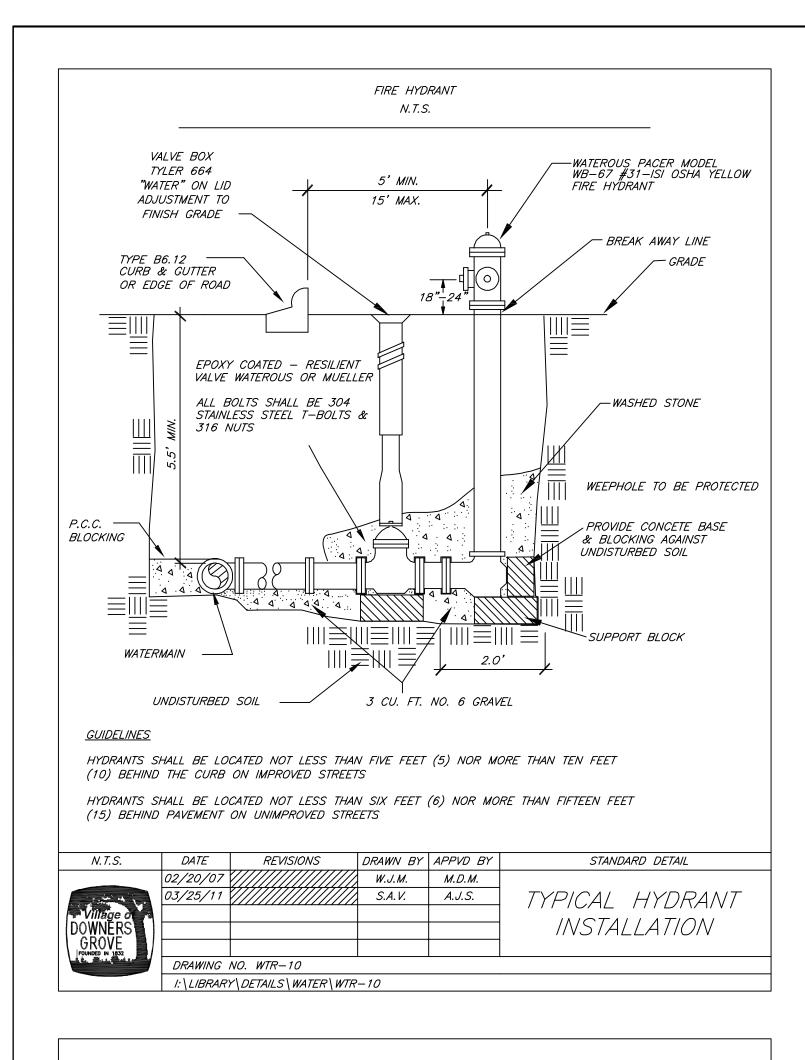
\* NOT ALLOWED \*

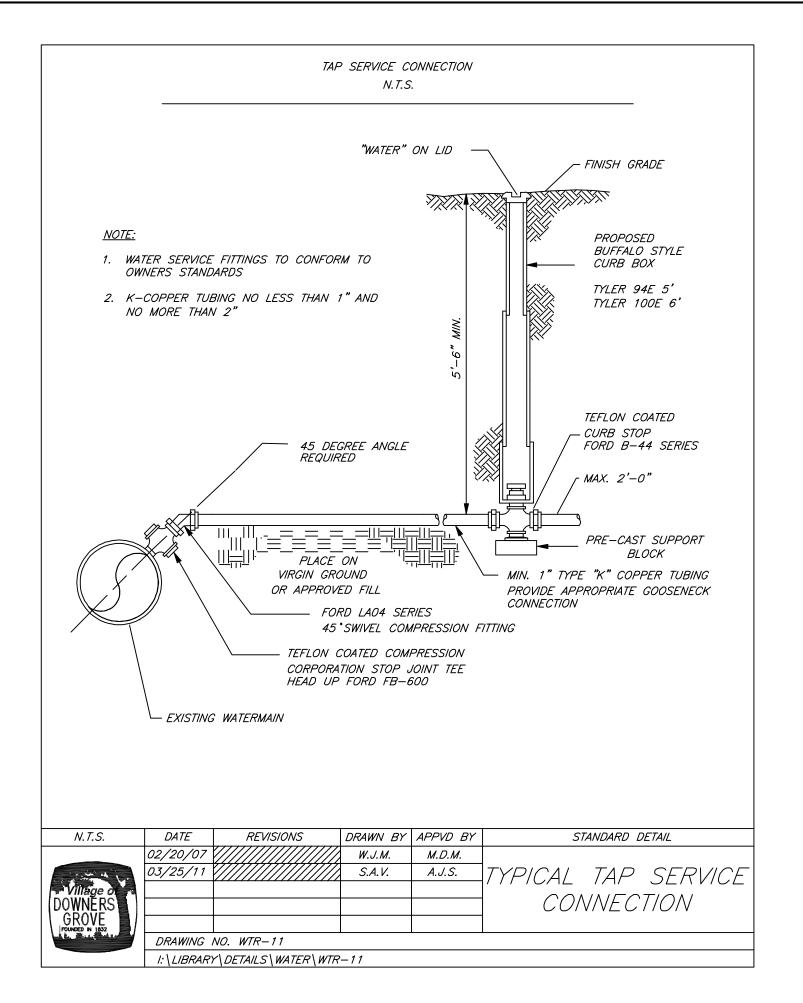
MUST MAINTAIN 18" VERTICAL SEPARATION

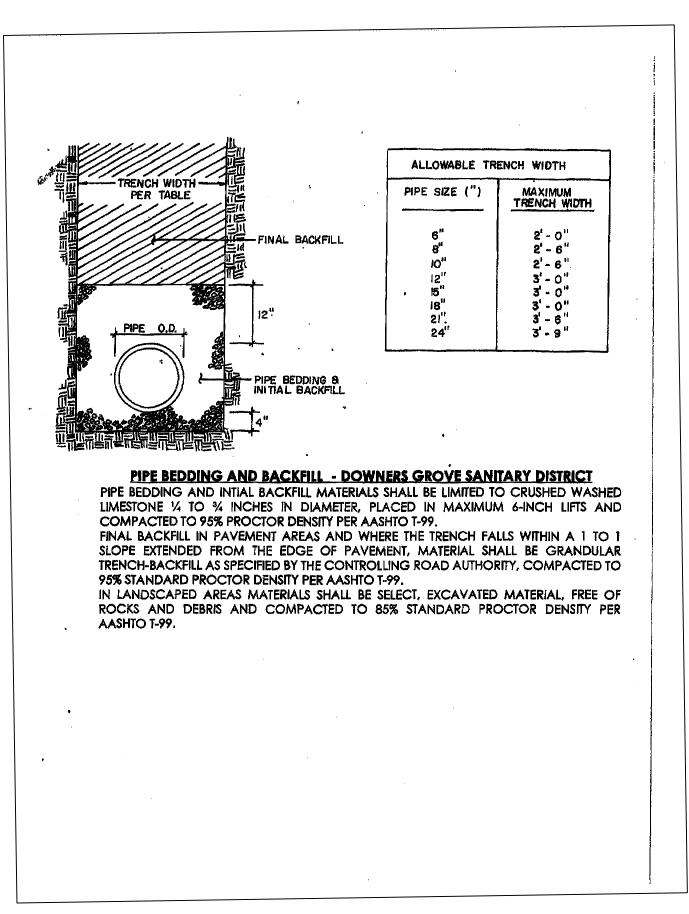
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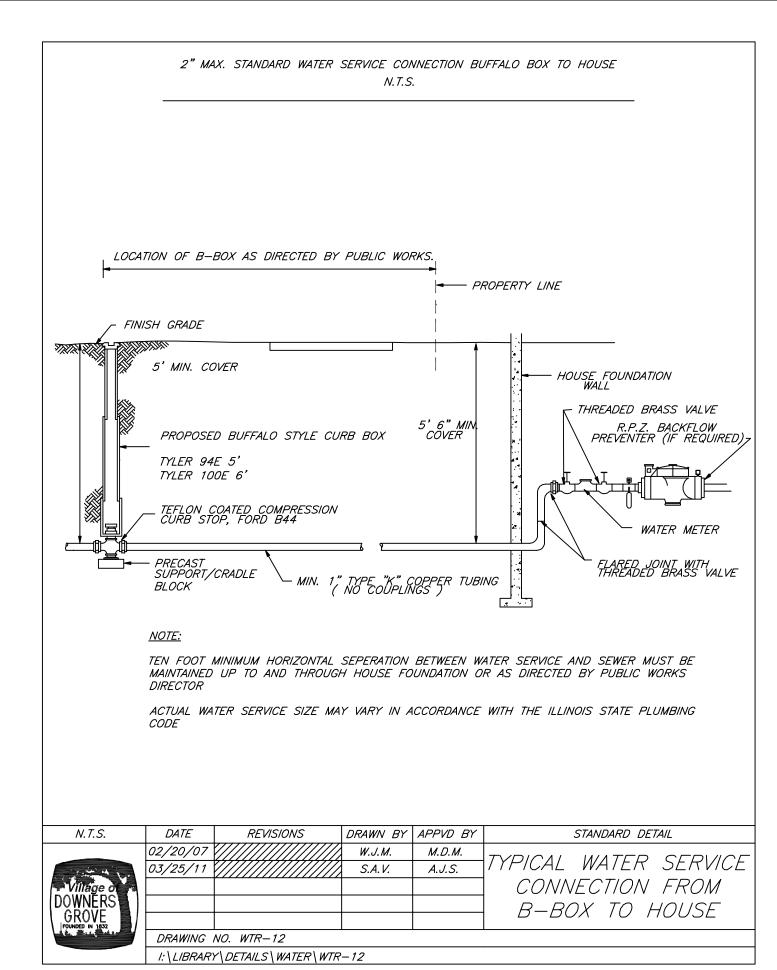
S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
02	2/20/07		W.J.M.	M.D.M.	WATER AND SEWER
<u>.</u> 0.	3/25/11		S.A.V.	A.J.S.	SEPARATION REQUIREMENTS
ge of					,
RS					VERTICAL SEPARATION
RS /					<i>BELOW</i>
	DRAWING I	<i>VO. WTR-04</i>			

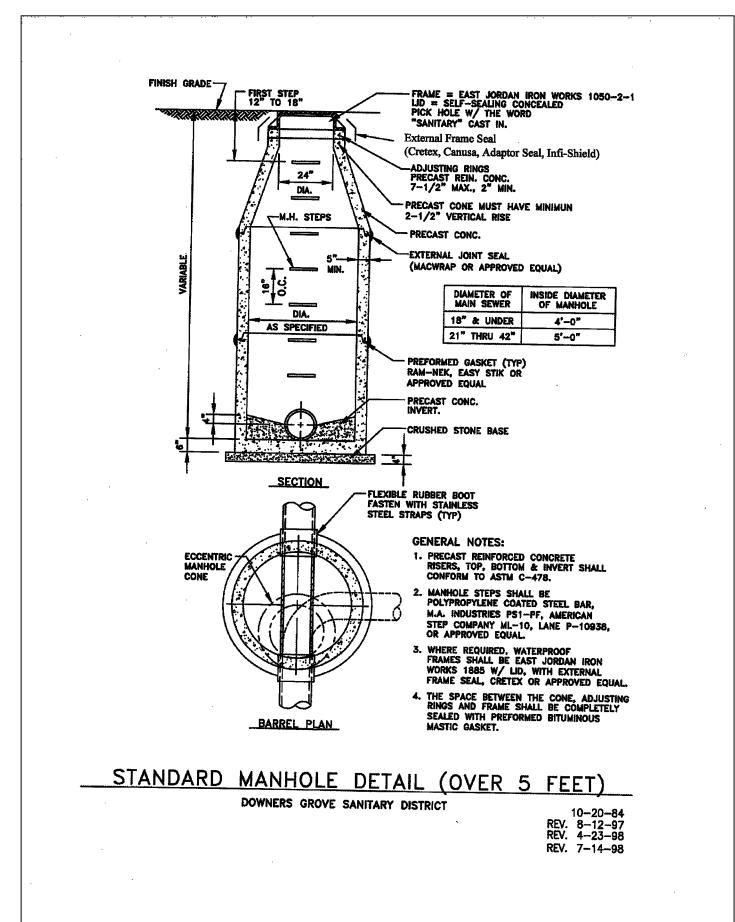
**ROBINSON ENGINEERING, LTD.** REVISIONS CONSULTING REGISTERED PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS No. Date Remarks 17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473 (708) 331-6700 FAX (708) 331-3826 1 06/24/14 VILLAGE © COPYRIGHT 2014 **I**COMMENTS ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128 2 08/15/14 VILLAGE **NELSON MEADOW** COMMENTS BROOKBANK ROAD & JEFFERSON AVENUE 3 09/25/14 VILLAGE CONSTRUCTION DETAILS COMMENTS 4 10/08/14 VILLAGE DOWNERS GROVE, COMMENTS 5 10/28/14 SAN DIST. Drawn by: LTL/KWM Date: 06/24/14 COMMENTS Scale: 1"=30' Sheet 17 of 20 Project No. 14-276\_01











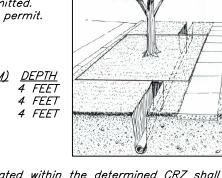
Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code http://www.downers.us/code/chapters/24 . Parkway tree protection shall involve avoiding damage to both the above ground tree trunk, including the branches, and the below ground root system. Roots are the most vital part of a tree with the majority of nutrient and water absorbing roots in the upper 18 to 24 inches of soil. Tree roots must be protected from severing or changes in their soil environment (such as compaction or grade changes) to prevent irreversible tree decline or death in the coming years.

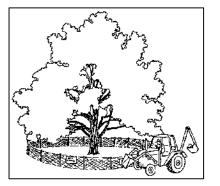
The Critical Root Zone, or CRZ, is the area immediately surrounding a tree that needs to be protected from damage. The size of this area, measured from the center of the tree, is ideally a circle with a radius of one foot for each inch of trunk diameter. The depth of the CRZ extends to 4 feet below the natural ground surface level. In a municipal parkway setting with utilities and paved or concrete surfaces, the CRZ cannot always be the ideal size. Instead, the CRZ has been adjusted to form a rectangle around the parkway tree trunk with the minimum dimensions listed in the following table. At a minimum, the listed CRZ shall be fenced with a 6 foot high temporary chain link construction fence secured to

metal posts spaced no further than 10 feet apart. Whenever possible, the entire parkway shall be fenced in except where access has been permitted. Any exceptions shall be noted on the drawings submitted for a given permit.

10.0 FEET

PARKWAY TREE WIDTH FROM STREET TO PROPERTY LENGTH ALONG (MINIMUM CURB TO SIDEWALK) STREET (MINIMUM) DEPTH





12.1-24.0 INCHES

24.1 OR MORE INCHES

For public parkway trees, roots located within the determined CRZ shall be protected from compaction, severing, and the storage of materials or equipment. Utilities must be augered underneath the tree as shown above. In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water main or sanitary main disconnects in the parkway), subject to the approval of the Village Forester, the smallest possible area shall be disturbed and sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. All CRZ fencing shall be a 6 foot high temporary chain link construction fence secured to metal posts spaced no further than 10 feet apart, and shall be maintained daily in good condition. Any exceptions to the fence dimensions or parkway position shall be noted on the permit.

20 FEET

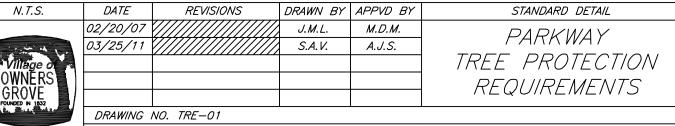
30 FEET

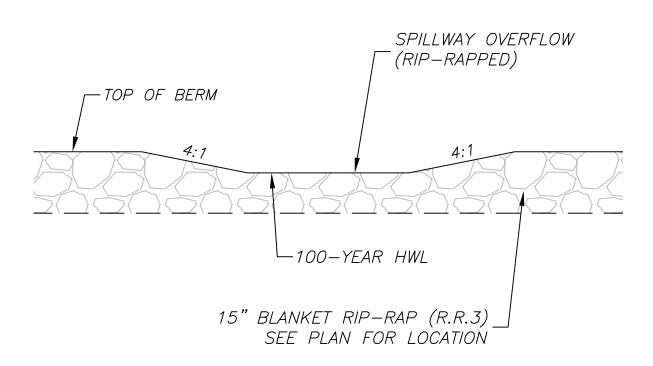
In addition to fines and citations that may be assessed for violations of any Chapter 24 municipal code (such as not maintaining fencing around the CRZ or unauthorized removal of parkway trees), violators may be subject to the following provisions:

- issuance of an invoice for the monetary loss in tree value or partial value due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
- forfeiture of bonds issued for the work should funds be sufficient to cover tree values and fines. • costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
- fines of \$500 for the 1st offense; \$1,000 for the 2nd offense; \$2,500 for 3rd and subsequent
- each day during which a violation continues shall be construed as a separate and distinct offense.
- For more information, contact the Forestry Division at 434-5475 or 434-5476.

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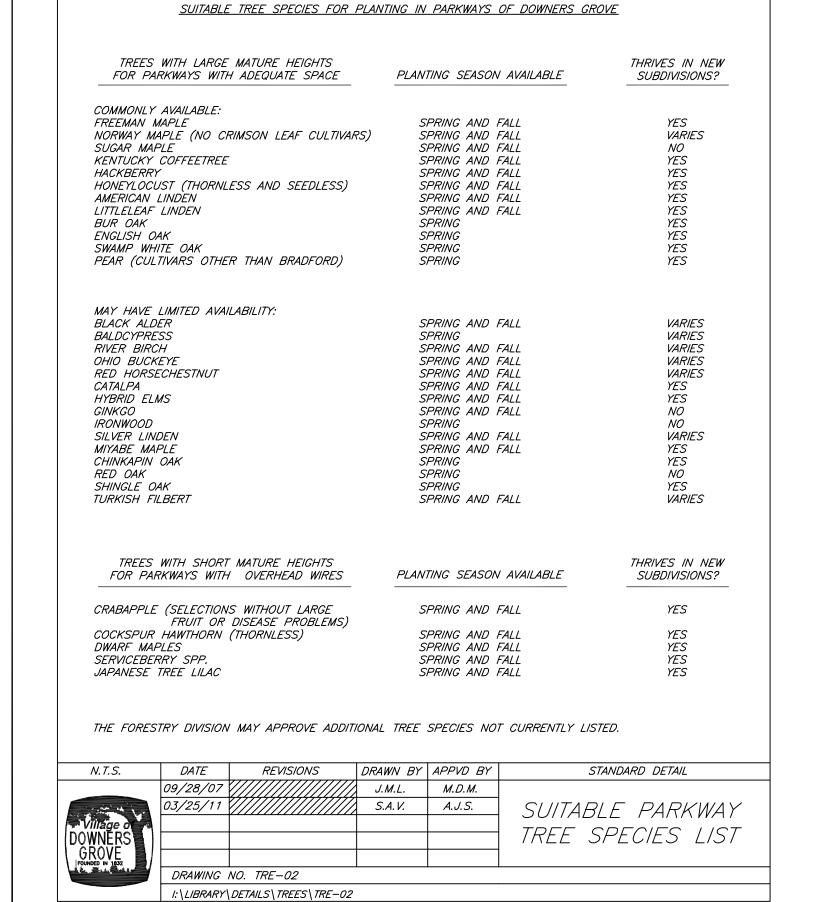


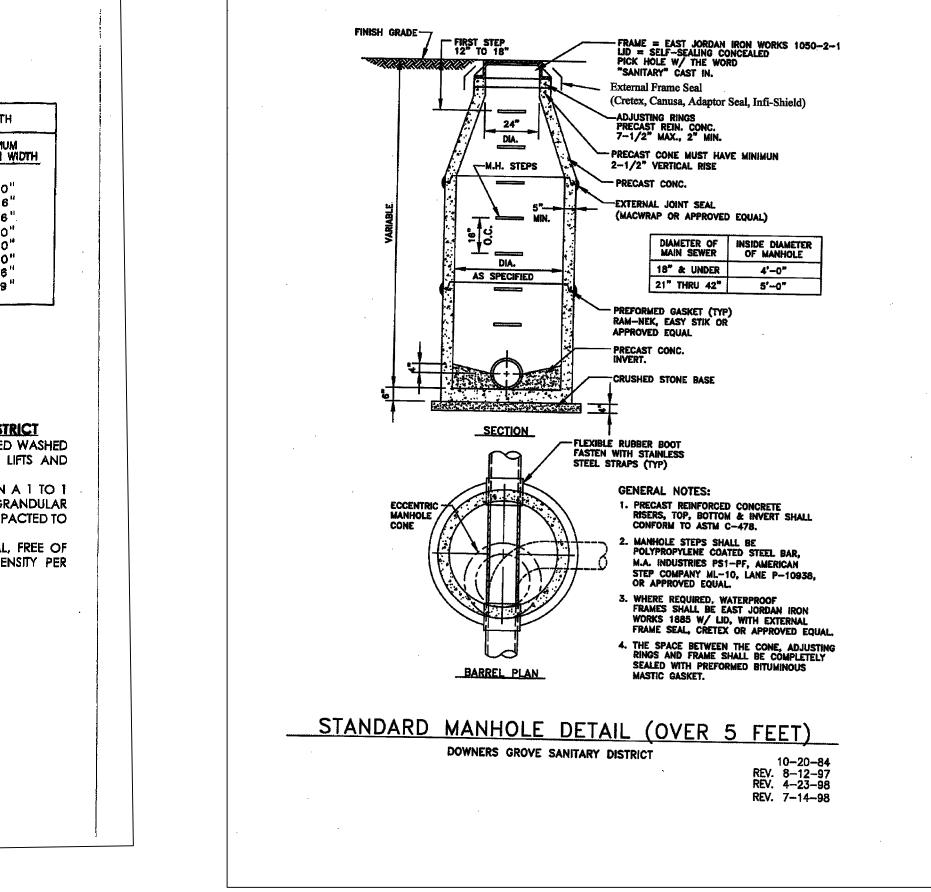


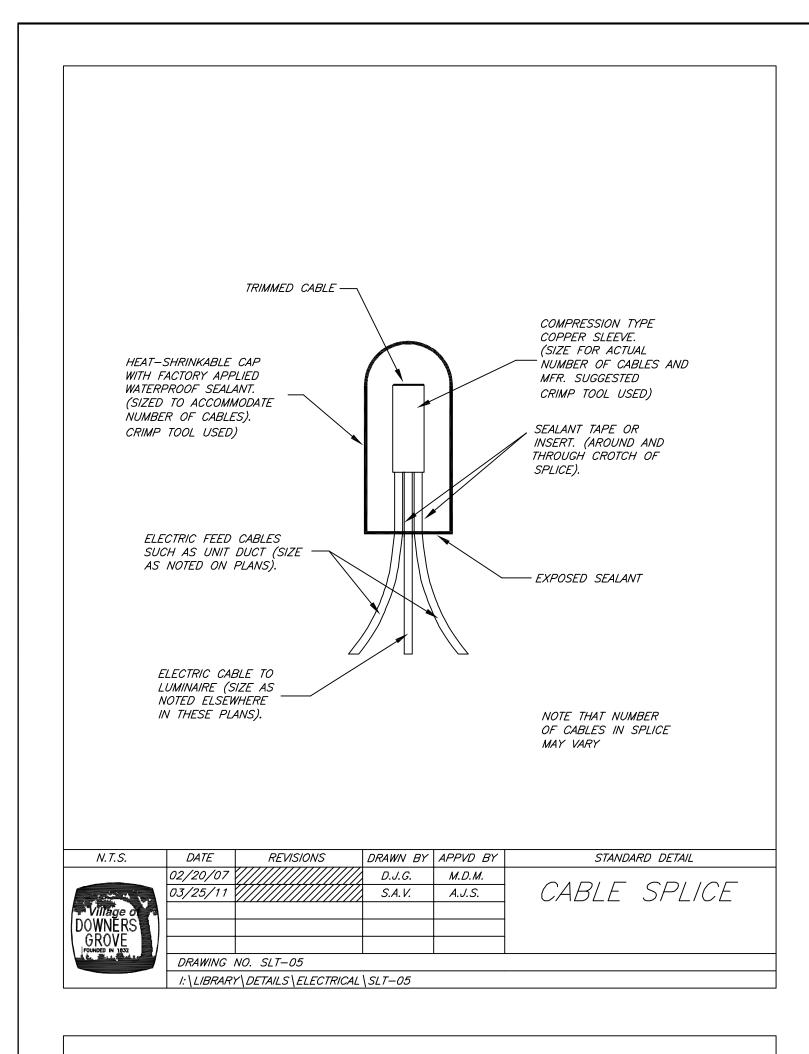


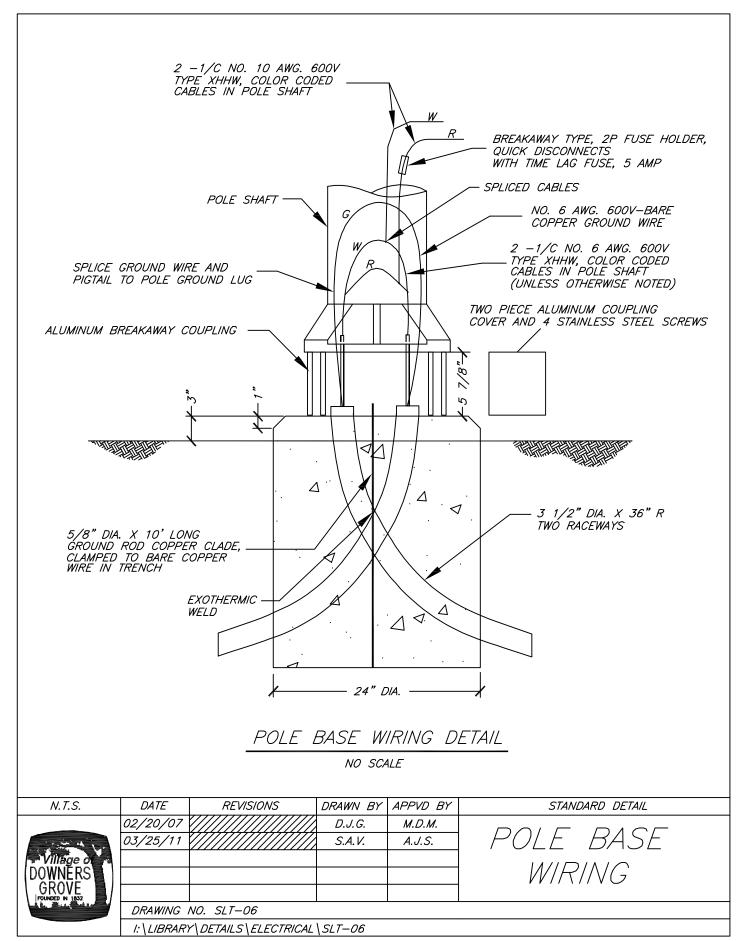
### DETENTION POND SPILLWAY DETAIL SCALE: NONE

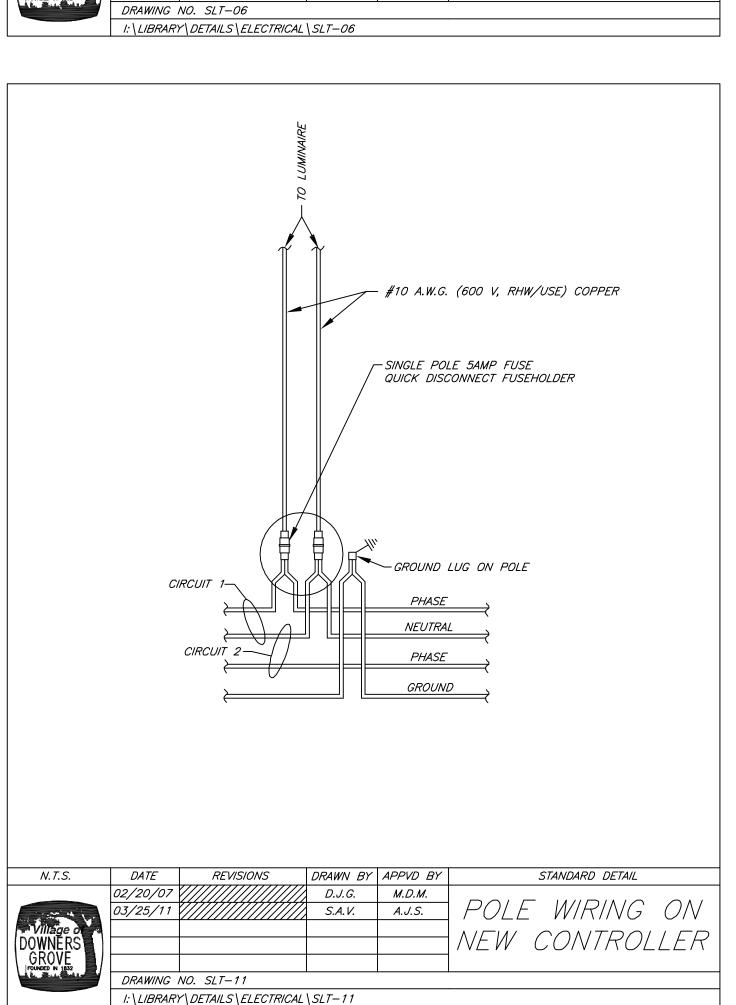
ROBINSON ENG CONSULTING REGISTERED AND PROFESSIONA	REVISIONS			
17000 SOUTH PARK AVENUE S	SOUTH HOLLAND, ILLINOIS 60473	No.	Date	Remarks
(708) 331-6700 © COPYRIG	FAX (708) 331-3826 3HT 2014	1	06/24/14	VILLAGE
~	GISTRATION NO. 184001128.			COMMENTS
NEI SON	MEADOW	2	08/15/14	VILLAGE
				COMMENTS
BROOKBANK ROAD & JEFFERSON AVENUE CONSTRUCTION DETAILS		3	09/25/14	VILLAGE
CONSTRUCT	TION DETAILS			COMMENTS
		4	10/08/14	VILLAGE
<b>DOWNERS GROV</b>	/E. ILLINOIS			COMMENTS
DOWNERS and	, illinois	5	10/28/14	SAN. DIST.
Drawn by: LTL/KWM	Date: 06/24/14			COMMENTS
Checked by: W.J.C.	Scale: 1"=30'			
Sheet 18 <b>of</b> 20	Project No. 14-276_01			

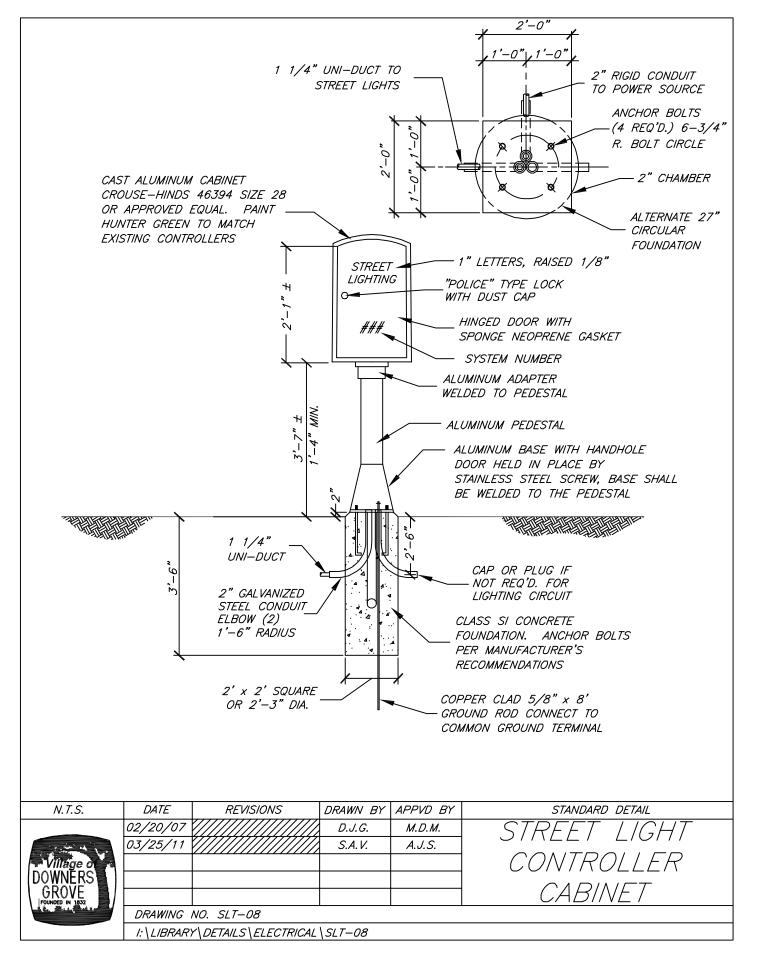


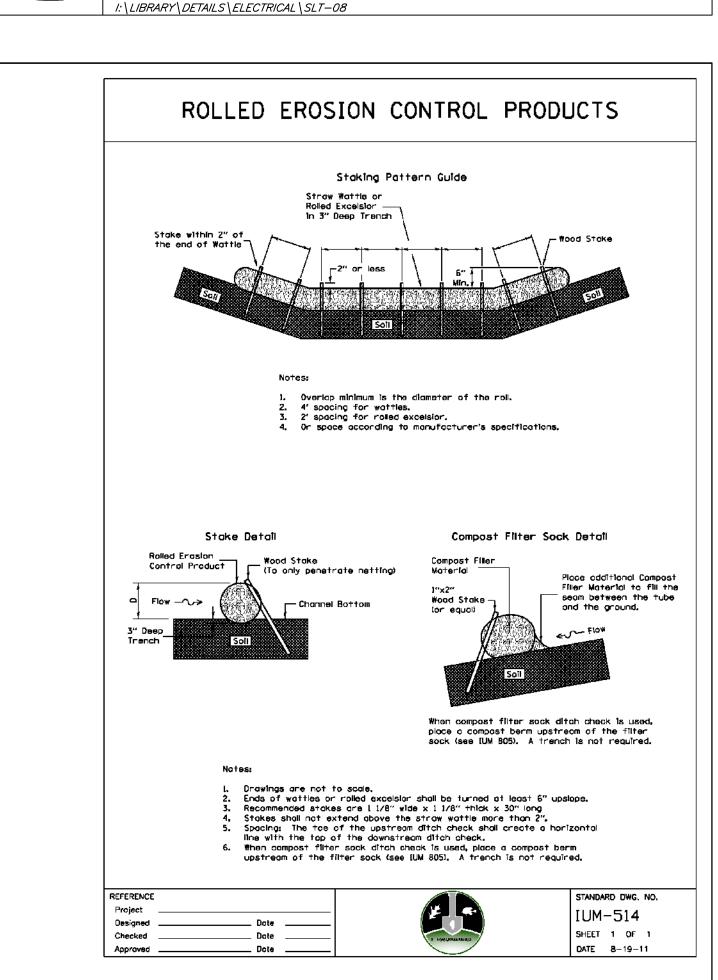


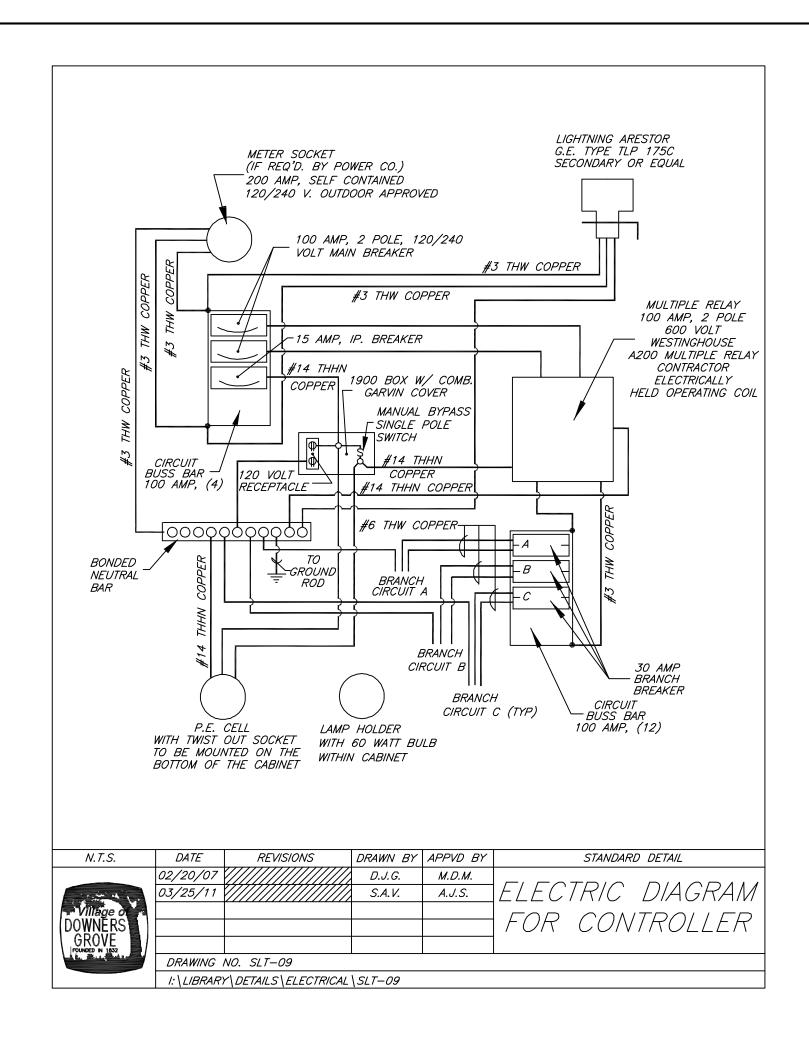


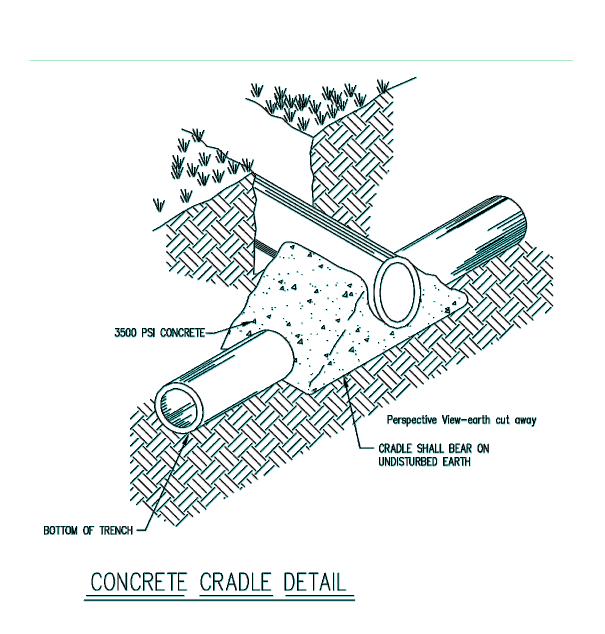




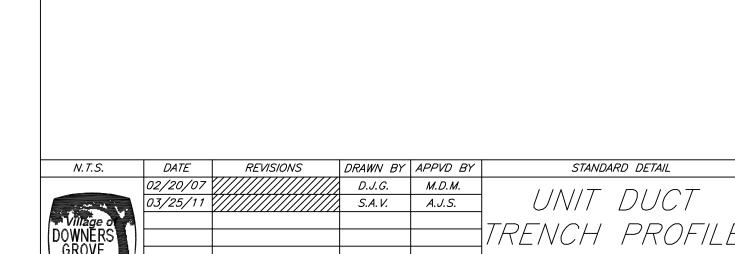








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17000 SOUTH PARK AVENUE SO		No.	Date	Remarks	
(708) 331-6700 © COPYRIGH	FAX (708) 331-3826	1	06/24/14	VILLAGE	
ILLINOIS DESIGN FIRM REGI				COMMENTS	
NELSON I	MEADOW	2	08/15/14	VILLAGE	
	BROOKBANK ROAD & JEFFERSON AVENUE			COMMENTS	
CONSTRUCT		3	09/25/14	VILLAGE	
CONSTRUCT	ION DETAILS			COMMENTS	
		4	10/08/14	VILLAGE	
<b>DOWNERS GROV</b>	E. ILLINOIS			COMMENTS	
DOWNERS GROV	L, ILLINGIO	5	10/28/14	SAN. DIST.	
Drawn by: LTL/KWM	Date: 06/24/14			COMMENTS	
Checked by: W.J.C.	Scale: 1"=30'				
Sheet 19 of 20	Project No. 14-276_01				



TOPSOIL, SIDEWALK, OR PAVEMENT

SELECT EARTH BACKFILL (LANDSCAPE AREAS) OR SAND FILL (PAVEMENT — OR SIDEWALK AREAS)

ELECTRICAL WARNING TAPE (INCIDENTAL TO

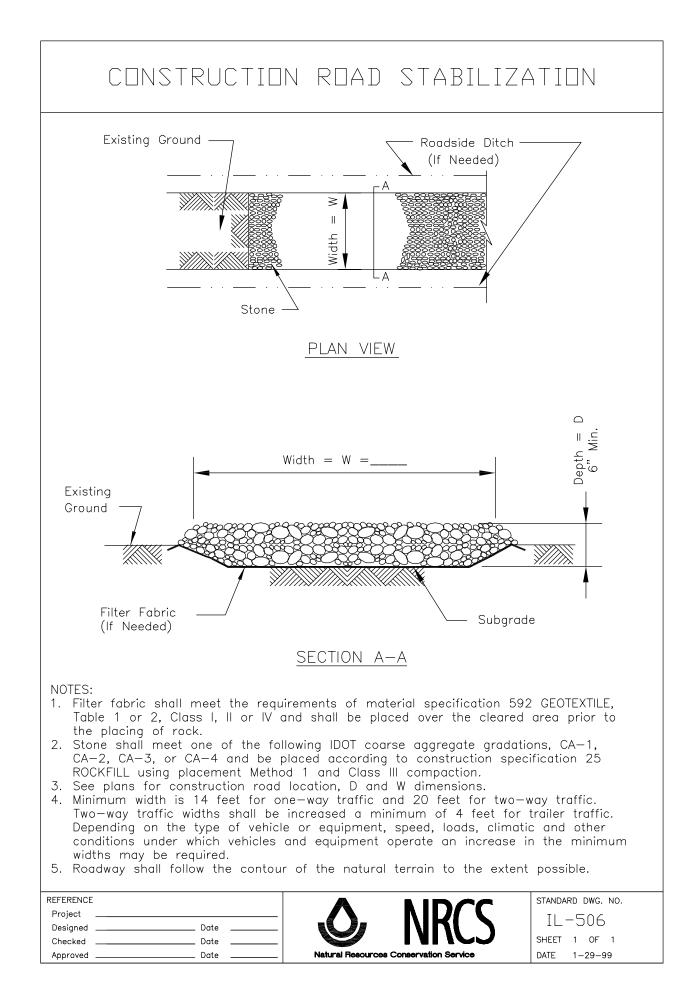
UNIT DUCT)

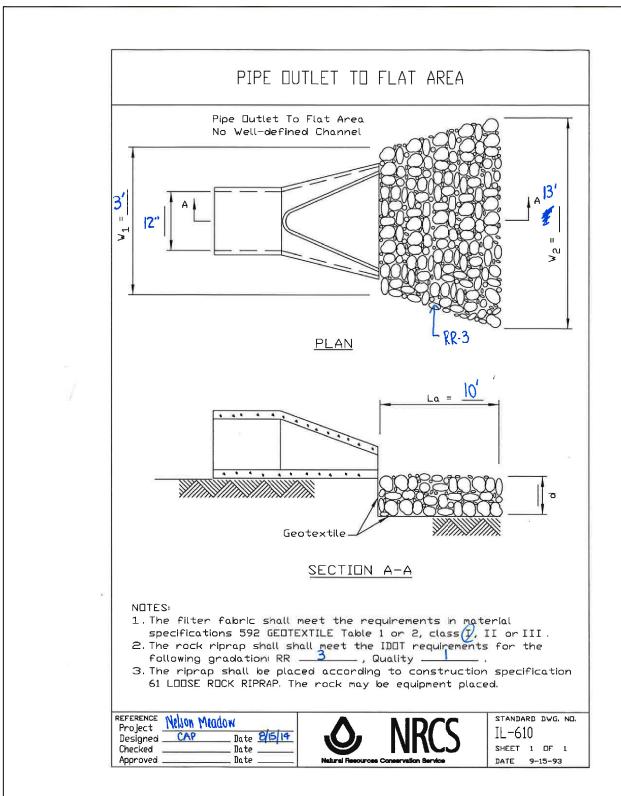
1 1/4" UNIT DUCT —

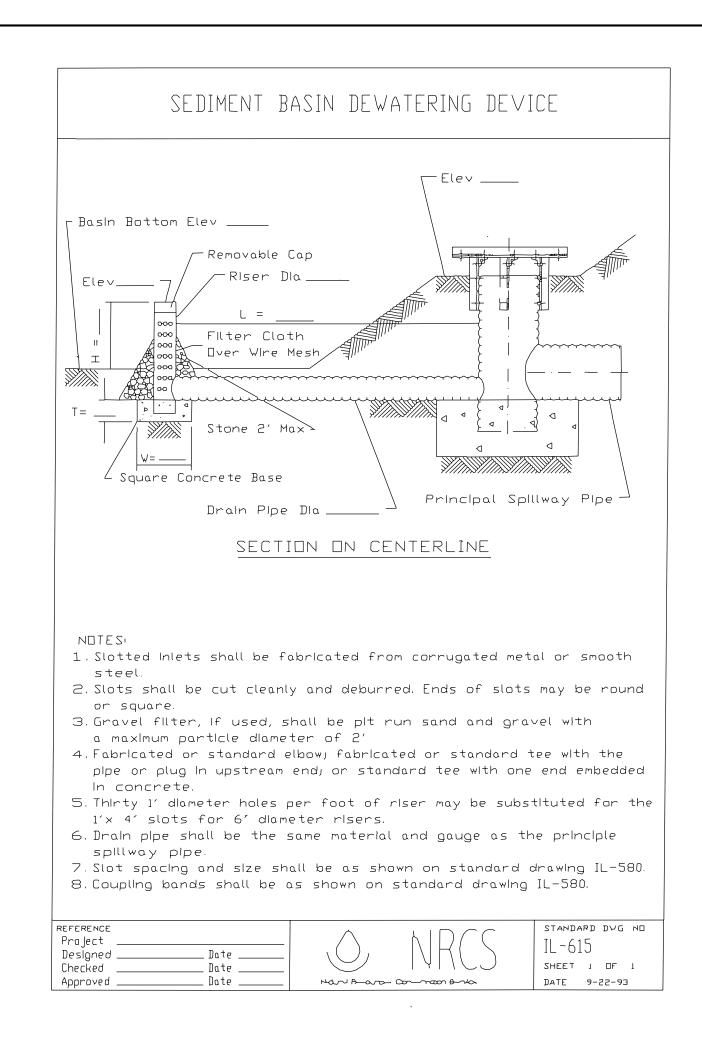
DRAWING NO. SLT-10

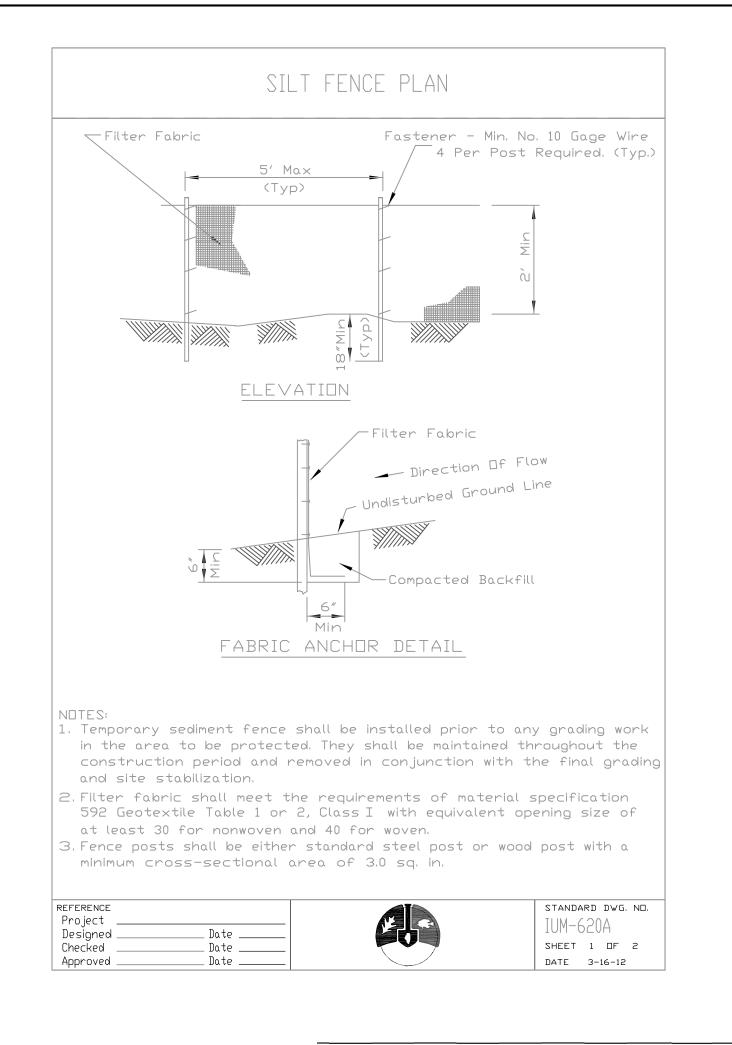
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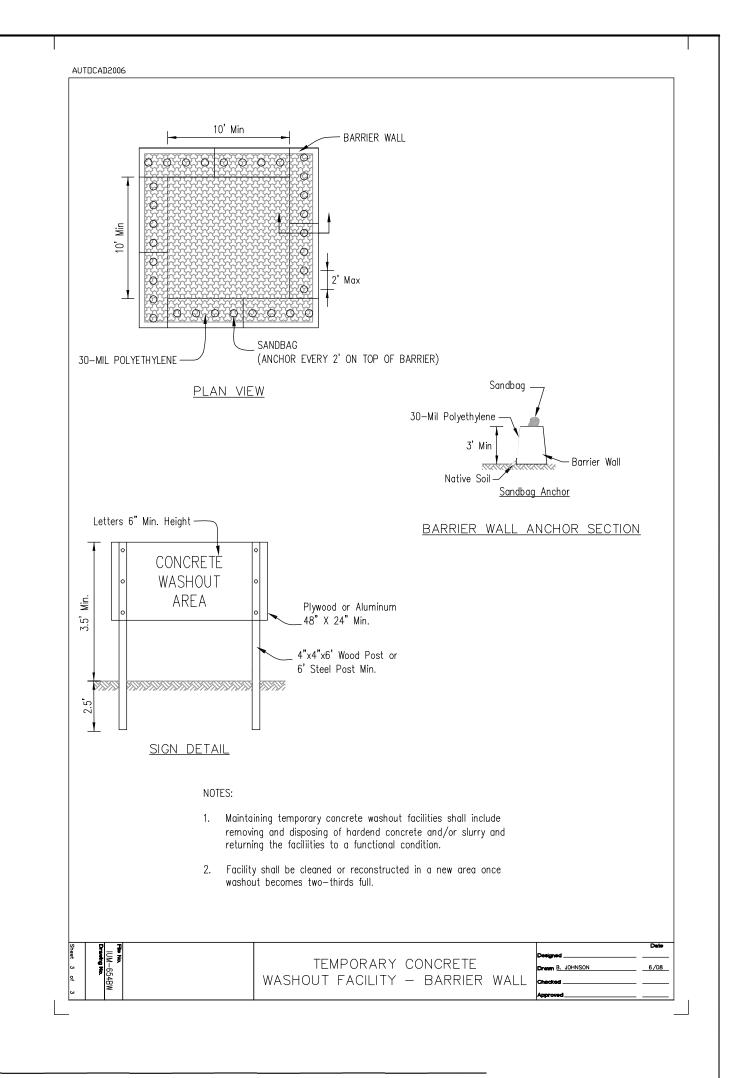
OR<sup>^</sup>2" OR GREATER GALVANIZED STEEL CONDUIT UNDER ALL ROADWAYS

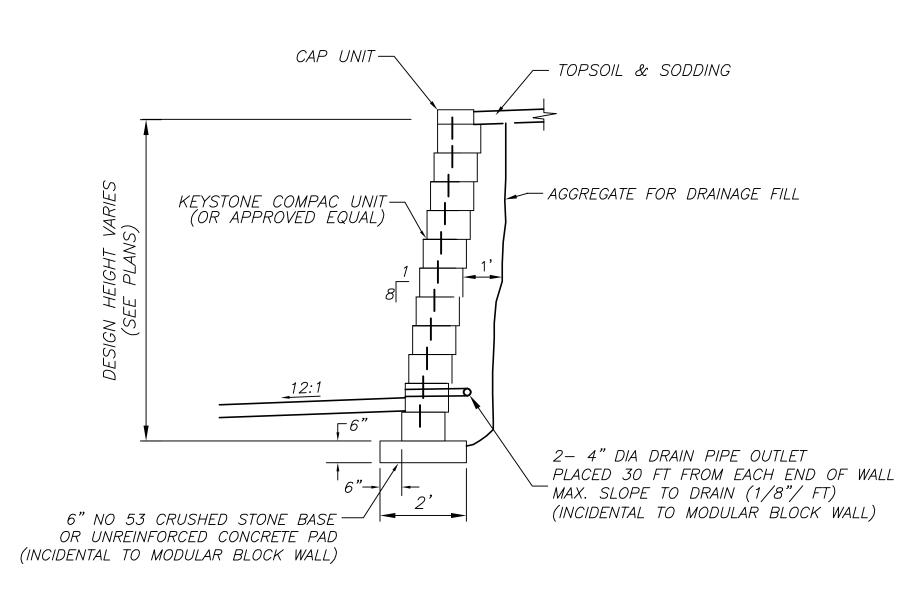






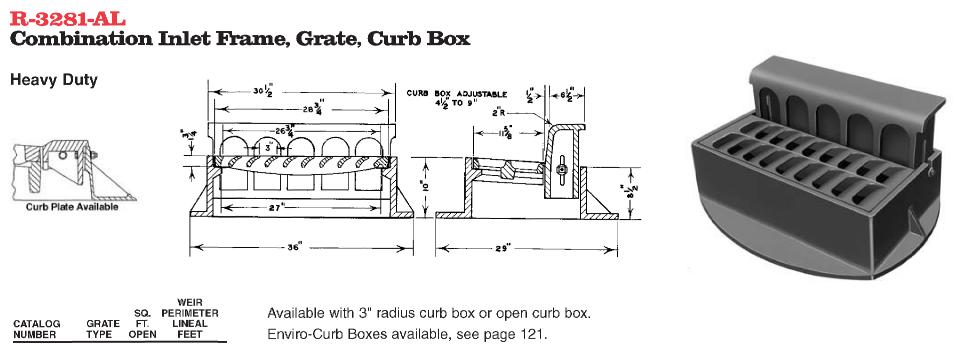






# TYPICAL REINFORCED SECTION

STANDARD UNITS — 1" SETBACK
SCALE: NONE



ROBINSON ENG	REVISIONS			
	L LAND SURVEYORS OUTH HOLLAND, ILLINOIS 60473	No.	Date	Remarks
(708) 331-6700 © COPYRIG	FAX (708) 331-3826	1	06/24/14	VILLAGE
ILLINOIS DESIGN FIRM REG				COMMENTS
NELSON MEADOW			08/15/14	VILLAGE
	BROOKBANK ROAD & JEFFERSON AVENUE			COMMENTS
	CONSTRUCTION DETAILS			VILLAGE
CONSTRUCT	ION DETAILS			COMMENTS
		4	10/08/14	VILLAGE
DOWNERS GROV	E. ILLINOIS			COMMENTS
DOWNLING GITCVL, ILLINGIS			10/28/14	SAN. DIST.
Drawn by: LTL/KWM	Date: 06/24/14			COMMENTS
Checked by: W.J.C.	Scale: 1"=30'		·	
Sheet 20 of 20	Project No. 14-276_01			



#### Engineer's Estimate of Probable Cost

Project: Location: Project #:	Nelson Meadow Downers Grove, IL 14-276			Prepared: Revlewed: Dated: Revlsed:	05/20/14
ITEM 110	PERCENTION	077/	LINIT	UNIT	TOTAL

1.02   Clearning & Grubbing						
Demolition, Excavation & Erosion Control	ITE	PECCENTION	077/	LINIST		TOTAL PRIOR
1.01   Tree Clearing   1.00   LS   \$2,500.00   \$2,500.10	HEMINO.	DESCRIPTION	QIY	UNII	PHICE	TOTAL PRICE
1.01   Tree Clearing   1.00   LS   \$2,500.00   \$2,500.10	1	Demolition, Excavation & Erosion Control				
1.02   Clearning & Grubbing	1.01		1.00	LS	\$2,500.00	\$2,500.0
1.03   Topsell Stripping	1.02	Clearning & Grubbing	4.59	Acres	\$1,500.00	\$6,885.0
1.06   Excess Haul off	1.03		4.59	Acres	\$2,000.00	\$9,180.0
1.06   Excess Haul off	1.04	Earthwork	2900.00		\$5.00	\$14,500.0
1	1.05	Excess Haul off	13,600	CY	\$30,00	\$408,000.0
1,08	1.06	Silt Fence	1300			\$3,250,0
SBTL   \$449,365.6	1.07	Consturction Entrance	1		\$2,500.00	\$2,500.0
2 Storm Sewer 2.01 12° RCP Storm Sewer 2.01 12° RCP Storm Sewer 2.02 15° RCP Storm Sewer 2.03 18° RCP Storm Sewer 2.04 11° RCP Storm Sewer 2.05 24° RCP Storm Sewer 2.05 24° RCP Storm Sewer 2.06 24° RCP Storm Sewer 2.07 24° RCP Storm Sewer 2.08 11° RCP Storm Sewer 2.09 12° RCP Storm Sewer 2.09 12° RCP Storm Sewer 2.00 12	1.08	Iniet Protection	17	EA		\$2,550.0
12" RCP Storm Sewer					SBTL	\$449,365.0
2.02	2					
2.03						
2.04						
2.05						
2.06   12" FES   3						
207   24° FES						
2.08   Inlet						
2,09   Manhole	2.07	24" FES				
2.10   Catchbasin	2.08					
Rip Rap	2.09					
Sanitary Sewer   Sani	2.10	Catchbasin				
SBTL   \$148,780.0	2.11		75			\$3,375.0
Sanitary Sewer   260	2.11	Control Structure	- 1	EA		\$5,000.0
PVC Sanitary Sewer   260					SBTL	\$148,780.00
PVC Sanitary Sewer   260	3	Sanitary Sewer				
3 EA \$2,500.00 \$7,500.00 \$3,000 \$7,500.00 \$3,000 \$2,000.00 \$10,0	3.01		260	LF	\$35.00	\$9,100.0
3.03   Service Connection						
Section   Sect						
## Watermain ### Watermain ### ### ### ### ### ### ### ### ### ##						
4.01   8" DIP Watermain   1221   LF   \$65.00   \$79,365.05						\$29,600.0
4.01   8" DIP Watermain   1221   LF   \$65.00   \$79,365.05	S	wasa_				
4.02 Valve & Vault 4.02 Valve & Vault 4.03 Service connection 10 EA \$2,000.00 \$20,000.6 4.03 Service connection 10 EA \$2,000.00 \$20,000.6 4.05 Iric Hydrant 3 EA \$4,000.00 \$12,000.6 4.05 Chlorination & Testing 11 LS \$5,000.00 \$5,000.6 5BTL \$134,365.6 5 Paving 5.01 Curb & Gutter 5.02 1.5" HMA Grind and Overlay 5.03 New Asphalt Roadway 5.04 SY \$8,00 \$4,032.0 5.05 Existing Asphiat Driveway Remove and Replace 155 SY \$45.00 \$6,975.6 5.04 Existing Asphiat Driveway Remove and Replace 155 SY \$45.00 \$6,975.6 5.04 Striping 1 LS \$500.00 \$500.0 5.06 PCC Sidewalk 800 SY \$45.00 \$36,000.0 58TL \$166,362.0 6.01 Retaining Walls 1730 SFF \$25.00 \$43,250.0 6.02 Street Lights 5.00 EA \$5,000.00 \$26,000.0			1221	IF I	\$65.00	\$79.365.0
4.03   Service connections   10   EA   \$2,000.00   \$20,000.00   \$20,000.00   \$20,000.00   \$20,000.00   \$20,000.00   \$20,000.00   \$20,000.00   \$20,000.00   \$20,000.00   \$20,000.00   \$20,000.00   \$20,000.00   \$20,000.00   \$20,000.00   \$20,000.00   \$20,000.00   \$20,000.00   \$20,730.00   \$20,						
4.04 Fire Hydrant 3 EA \$4,000.00 \$12,000.00 \$12,000.00 \$12,000.00 \$12,000.00 \$12,000.00 \$12,000.00 \$12,000.00 \$12,000.00 \$12,000.00 \$12,000.00 \$12,000.00 \$12,000.00 \$12,000.00 \$12,000.00 \$10.000.00						
4.05 Chlorination & Testing 1 LS \$5,000.00 \$5,						
SBTL   \$134,365.05			1			
5.01         Curb & Gutter         1382         LF         \$15.00         \$20,730.0           5.02         1.5" HMA Grind and Overlay         504         SY         \$8.00         \$4,032.0           5.03         New Asphalt Roadway         2225         SY         \$45.00         \$100,125.0           5.04         Existing Asphiat Driveway Remove and Replace         155         SY         \$45.00         \$6,975.0           5.04         Striping         1         LS         \$500.00         \$500.0           5.06         PCC Sidewalk         800         SY         \$45.00         \$36,000.0           5.07         STEL         \$168,362.0         \$36,000.0         \$36,000.0         \$36,000.0           6         Miscellaneous Construction         1730         SFF         \$25.00         \$43,250.0           6.02         Street Lights         5.00         EA         \$5,000.00         \$25,000.00	4.00	Childhatteri & ressing		5.0		\$134,365.0
5.01         Curb & Gutter         1382         LF         \$15.00         \$20,730.0           5.02         1.5" HMA Grind and Overlay         504         SY         \$8.00         \$4,032.0           5.03         New Asphalt Roadway         2225         SY         \$45.00         \$100,125.0           5.04         Existing Asphiat Driveway Remove and Replace         155         SY         \$45.00         \$6,975.0           5.04         Striping         1         LS         \$500.00         \$500.0           5.06         PCC Sidewalk         800         SY         \$45.00         \$36,000.0           5.07         STEL         \$168,362.0         \$36,000.0         \$36,000.0         \$36,000.0           6         Miscellaneous Construction         1730         SFF         \$25.00         \$43,250.0           6.02         Street Lights         5.00         EA         \$5,000.00         \$25,000.00	5	Pavina				
5.02     1.5" HMA Grind and Overlay     504     SY     \$8.00     \$4,032.6       5.03     New Asphalt Roadway     2225     SY     \$45.00     \$100,125.6       5.04     Existing Asphilat Driveway Remove and Replace     155     SY     \$45.00     \$6,975.6       5.04     Striping     1     LS     \$500.00     \$500.0       5.06     PCC Sidewalk     800     SY     \$45.00     \$36,000.0       SBTL     \$168,362.0       6     Miscellaneous Construction       6.01     Retaining Walls     1730     SFF     \$25.00     \$43,250.0       6.02     Street Lights     5.00     EA     \$5,000.00     \$25,000.0			1382	LE	\$15,00	\$20,730.0
5.03         New Asphalt Roadway         2225         SY         \$45.00         \$100,125.0           5.04         Existing Asphiat Driveway Remove and Replace         155         SY         \$45.00         \$6,975.0           5.04         Striping         1         LS         \$500.00         \$500.0           5.06         PCC Sidewalk         800         SY         \$45.00         \$36,000.0           5BTL         \$168,362.0         \$168,362.0         \$168,362.0         \$168,362.0         \$168,362.0           6         Miscellaneous Construction         6.01         Retaining Walls         1730         SFF         \$25.00         \$43,250.0           6.02         Street Lights         5.00         EA         \$5,000.00         \$26,000.0						
5.04         Existing Asphiat Driveway Remove and Replace         155         SY         \$45.00         \$6,975.0           5.04         Striping         1         LS         \$500.00         \$500.0           5.06         PCC Sidewalk         800         SY         \$45.00         \$36,000.0           SBTL         \$168,362.0         \$168,362.0         \$168,362.0         \$168,362.0           6         Miscellaneous Construction         6.01         Retaining Walls         1730         SFF         \$25.00         \$43,250.0           6.02         Street Lights         5.00         EA         \$5,000.00         \$25,000.0						
5.04         Striping         1         LS         \$500.00         \$500.00           5.06         PCC Sidewalk         800         SY         \$45.00         \$36,000.00           SBTL         \$168,362.00         \$168,362.00         \$168,362.00         \$168,362.00         \$168,362.00         \$169,000.00 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td></td<>						
5.06         PCC Sidewalk         800         SY         \$45.00         \$36,000.0           SBTL         \$168,362.0           6         Miscellaneous Construction           6.01         Retaining Walls         1730         SFF         \$25.00         \$43,250.0           6.02         Street Lights         5.00         EA         \$5,000.00         \$25,000.0						
6 Miscellaneous Construction 6.01 Retaining Walls 1730 SFF \$25.00 \$43,250.0 6.02 Street Lights 5.00 EA \$5,000.00 \$25,000.00						
6 Miscellaneous Construction 6.01 Retaining Walls 1730 SFF \$25.00 \$43,250.0 6.02 Street Lights 5.00 EA \$5,000.00 \$25,000.00	2.20	Dates as section as any		7.		\$168,362.0
6.01 Retaining Walls 1730 SFF \$25.00 \$43,250.0 6.02 Street Lights 5.00 EA \$5,000.00 \$25,000.00						A CONTRACTOR STATE
6.02 Street Lights 5.00 EA \$5,000.00 \$25,000.0	6.01		1730	SEF T	\$25.00	\$43,250.0
	N. 1876	Langer and the second s	1 0.001	107.1		\$68,250.00

Total Itemized Cost	\$998,722.00
Add 10% for Contingencies	\$99,872.20
TOTAL CONSTRUCTION COST	\$1,098,594.20

#### Notes:

- Estimate does not include permit fees.
   Estimate does not include landscaping.

This Statement was prepared using standard cost estimating practices. It is understood and agreed that Robinson Engineering, LTD. (REL) has no control over costs or the price of labor, equipment or materials, or over the Contractors method of pricing, and that REL's opinions of probable construction costs are to be made on the basis of REL's qualifications and experience. REL makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.



Preliminary Cost Estimate for Landscaping/Best Management Practices at Nelson Meadows

Quantity	<u>Unit</u>	<u>Item</u>	<u>Unit/Cost</u>	<b>Extension</b>
38	each	Cornus sericea 'Islanti'	\$80.00	\$3,040.00
10	CY	Mulch	\$60.00	\$600.00
8	each	Stormwater Managanment Area Sign	\$175.00	\$1,400.00
0.57	ac	Turf Seed and Erosion Control Blanket	\$5,200.00	\$2,964.00
0.22	ac	Low Pro Prairie Seed Mix and Erosion Control Blanket	\$7,800.00	\$1,716.00
0.05	ac	Wet Meadow Seed Mix and Erosion Control Blanket	\$7,600.00	\$380.00
0.24	ac	Emergent Seed Mix and Erosion Control Blanket	\$6,900.00	\$1,656.00
			TOTAL	\$11,756.00



## Nelson Meadow Construction Schedule

MobilizationApril 1st, 2015Install Erosion ControlApril 2nd, 2015Mass EarthworkApril 6th, 2015Underground UtilitiesMay 4th, 2015Fine Grade RoadwaysMay 26th, 2015Pour CurbsJune 15th, 2015PavingJuly 13th, 2015

Dates subject to change based on actual construction start date and also weather conditions.

All sidewalks will be installed at the completion of each individual lot or no later than November, 2016 Final asphalt roadway surface course will be installed once all lots are completed or no later than November, 2016.

#### **EXHIBIT E**

#### ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of,
20_, and is entered into between a("Assignor")
and ("Assignee").
WHEREAS, the Village of Downers Grove and("Developer")
entered into theSubdivision Improvement Agreement, dated, 20_, (as
it may be amended, modified or supplemented from time to time, the "Agreement"), regarding the
real property or a portion of the real property described on the attached Exhibit A, which Agreement
was recorded by the DuPage County Recorder of Deeds on, 20_, as Document No;
and
WHEREAS, Assignor became a party to the Agreement pursuant to an Assignment and
Assumption Agreement dated as of, 20_, which Assignment and Assumption Agreement
was recorded by the DuPage County Recorder of Deeds on, 20_, as Document No;
and
WHEREAS, Assignor desires to assign all or a portion of its right, title and interest in and to
the Agreement to Assignee and Assignee desires to accept said assignment and assume all or a
portion of Assignor's liabilities and obligations related to or arising under the Agreement.
NOW, THEREFORE, in consideration of \$10.00 and other good and valuable

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (a) Assignor does hereby assign, transfer, and convey unto Assignee all or the portion as set forth in Exhibit A hereto, of Assignor's right, title and interest in and to the Agreement and any benefits hereafter derived thereunder and (b) Assignee does unconditionally hereby assume and promise to pay and perform

in full, from and after 12:01 a.m. on the date first written above, all, or the portion as set forth in Exhibit A hereto, of the obligations and liabilities of Assignor related to or arising under the Agreement.

This Agreement shall be governed by the laws of the State of Illinois.

**IN WITNESS WHEREOF**, this Assignment and Assumption Agreement is executed as of the date first written above.

ASSIGNOR:	
By:	
By: Its:	
ASSIGNEE:	
By:	
Tho.	

#### **CONSENT AND RELEASE**

The undersigned, being the remaining parties to the Agreement referred to above, do hereby consent to the above Assignment and Assumption Agreement and forever releases the above Assignor (together with its successors, assigns, heirs and personal representative, as the case may be, other than Assignee) from the liabilities and obligations related to or arising under the Agreement as set forth in Exhibit A.

	Executed this date of	, 20
		=
By:		
Its:		<del>-</del> -
		=
Ву:		_
Its:		



■ Feet

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9501 West 144<sup>th</sup> Place, Suite 205 Orland Park, Illinois 60462-2563 Telephone: (708) 448-8141 Facsimile: (708) 448-8140 DAVID B. SOSIN\*
GEORGE J. ARNOLD\*
GEORGE L. SCHOENBECK
STEVEN D. MROCZKOWSKI
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Of Counsel:
TIMOTHY G. LAWLER

\*Also admitted in Indiana
†Also admitted in Wisconsin

DAVID B. SOSIN dsosin@sosinarnold.com

#### **MEMORANDUM**

To: cc:

David Fieldman, Village Manager Stan Popovich, AICP, Senior Planner

Village of Downers Grove, Illinois

801 Burlington Avenue Downers Grove, IL 60515

From:

David B. Sosin

Date:

October 30, 2014

Re:

**Nelson Meadow Subdivision** 

This Memorandum is intended as the developer's summary of the neighbors meeting regarding the Nelson Meadow Subdivision.

Pursuant to notice to fifty-four (54) households, we met with twenty-one (21) neighbors at the Belmont Golf Club meeting room on October 29, 2014 at 7 p.m. The meeting lasted approximately an hour-and-a-half. The meeting commenced with the presentation from the undersigned to the developers. We first reviewed the status of this project as a fully-approved zoned and subdivided property. We advised the neighbors that the petitioners were proceeding with development and, as such, needed final engineering approval, with some changes dictated by recent developments regarding detention requirements and Village comments on final engineering. I expressed to the neighbors that we have all inherited a project that is far down the road. New detention requirements have changed and increased the detention, and removed one lot. The fundamental plan remains intact. We also reiterated to the neighbors that the final decision has been made that Carpenter will be the staging area. We believe that the neighbors on Brookbank in attendance were happy. The neighbors on Carpenter were less enthusiastic. One neighbor commented that he felt that the Carpenter street was not as fundamentally unsound for the approximately 600 truckloads that will be hauling 13,600 cubic yards of excess fill off the site.

The neighbors were advised that adherence to the approved engineering plans would be in all parties' best interests. They also are aware that prior to construction security will be submitted

#### **MEMORANDUM**

October 30, 2014 Page 2

to the Village in the form of a letter of credit, and that numerous Village inspections will take place.

William Cussen, the developer's engineer from Robinson Engineering, gave a detailed description of the phasing of the project. He advised the neighbors that the initial activity would deal with dirt-work and hauling, and that the detention pond would be a first priority. Shortly thereafter, the cutting of the perimeter streets of Brookbank and Jefferson would begin, with utility hook-ups following thereafter. Mr. Cussen described in detail how the phasing and the construction would be designed to, not eliminate, but to minimize the inconvenience to the surrounding property owners. In short, he iterated the following:

- 1. That temporary parking would be provided with an accessible cul-de-sac into the subdivision as a parking area for Jefferson residents;
- 2. That water taps would and utility taps would result in minimal interruptions of service;
- 3. That, per the Village request, new water service to the buffalo-boxes from the new water main would provide increased water pressure and reliability;
- 4. That the aging water main of more than 60 years would be eliminated; and
- 5. The entire area would have perimeter fencing for safety and security.

Questions were asked regarding driveway access, water flow, scheduling, tree preservation, and the reliability of the developer.

A substantial discussion was held regarding the placement of a sidewalk from Carpenter to the Jefferson residences. The developer indicated that that was not in the plans and was not planned. John Schofield, a resident, had numerous questions regarding that issue, as well as children's safety. The plan was reviewed to show where fencing would go on retention walls, and where retention walls would be placed without fencing. All of those decisions would be dictated by the Village Code per the representation of Mr. Cussen. The developer indicated that no sidewalk or any improvement was planned to the 7½ ft. area adjacent to the black walnuts from Carpenter to Jefferson Street. He also indicated that no changes to increase the easement is contemplated.

At the conclusion of the meeting, the neighbors who adjoin the easement area from Carpenter to Jefferson, the Mazers, approached the developer and indicated that they **do not want** any sidewalk on or adjoining their property or adjacent to the walnuts. Mr. Schofield indicated that that was a key issue, and he did, strongly, recommend the installation of a sidewalk.

#### **MEMORANDUM**

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The discussions after the meeting concluded at approximately 8:45 p.m.

Respectfully submitted,

SOSIN & ARNOLD, LTD.

David B. Sosin, Attorney for the Developer

DBS/ap