

Created: 5/30/2024  
Last revised: May 30, 2024, June 19, 2024,  
July 8, 2024

**CURRENT UNINCORPORATED ADDRESS:**  
1081 PARKSIDE ROAD  
NAPERVILLE, IL 60540

**CITY OF NAPERVILLE ADDRESS:**  
(Upon Annexation)  
1075 PARKSIDE ROAD  
NAPERVILLE, IL 60540

**P.I.N.**  
08-19-218-022

**RETURN TO/PREPARED BY:**  
CITY OF NAPERVILLE  
CITY CLERK'S OFFICE/  
COMMUNITY SERVICES DEPARTMENT  
400 SOUTH EAGLE STREET  
NAPERVILLE, IL 60540

**ANNEXATION AGREEMENT**  
**FOR 1081 (1075) PARKSIDE ROAD**

THIS ANNEXATION AGREEMENT (“**Agreement**”) is entered between the CITY OF NAPERVILLE, an Illinois municipal corporation and home rule unit of local government under the statutes and Constitution of the State of Illinois, with offices at 400 South Eagle Street, Naperville, Illinois 60540, (hereinafter referred to as the “**CITY**”) and Daniel Popiela and Rachel Popiela, having an address of 2 Carr 459 KM 12.4 Bo Jobos, Isabela, Puerto Rico 00662 (hereinafter together referred to as the “**OWNER AND DEVELOPER**”). The CITY and OWNER AND DEVELOPER are together hereinafter referred to as the “**parties**” and sometimes individually as “**party**”. In addition, this Agreement is entered into between the CITY, the OWNER AND DEVELOPER, and Mathieson House, LLC, an Illinois limited liability company D/B/A M House (hereinafter referred to “**M HOUSE**”) solely for the purposes of the provisions of Section S10 hereof.

**RECITALS**

1. **WHEREAS**, the OWNER AND DEVELOPER is the owner of record of all of the real property described in **EXHIBIT A**, currently having a common address in unincorporated DuPage

County of 1081 Parkside Road (which address will become 1075 Parkside Road upon annexation to the CITY) , which property is contiguous to the CITY and not within the corporate limits of any municipality (hereinafter referred to as the “**SUBJECT PROPERTY**”); and

2. **WHEREAS**, OWNER AND DEVELOPER hired M HOUSE to construct a single-family home and install certain other improvements on the SUBJECT PROPERTY; and

3. **WHEREAS**, the OWNER AND DEVELOPER have signed and filed a Petition for Annexation and Zoning with the Naperville City Clerk for the SUBJECT PROPERTY; and

4. **WHEREAS**, all notices, publications, public hearings and all other matters attendant to such Petition for Annexation and Zoning, have been given, held or performed as required by statute or the CITY’S ordinances, regulations, and procedures; and

5. **WHEREAS**, the CITY’S corporate authorities have considered the annexation of the SUBJECT PROPERTY and have determined the Petition for Annexation and Zoning to be in order; and

6. **WHEREAS**, the OWNER AND DEVELOPER propose that the SUBJECT PROPERTY be developed pursuant to the zoning classification(s) specified in the CITY’S Zoning Ordinance, and the terms and conditions set forth and referenced herein; and

7. **WHEREAS**, in addition to the matters specified above, the parties hereto have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for the uses permitted in the R1A District of the CITY’S Zoning Ordinance and in accordance with the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents, will promote the CITY’S sound planning and development, and will otherwise enhance and promote the general welfare of the CITY’S residents; and

8. **WHEREAS**, the CITY and the OWNER AND DEVELOPER have determined that the development of the SUBJECT PROPERTY should proceed as conveniently as possible and be subject to the ordinances, codes and regulations of the CITY, now in force and effect and as amended from time to time, unless specifically amended as part of the special terms and conditions contained in this Agreement.

**NOW THEREFORE**, in consideration of the premises and the mutual promises contained herein, the parties agree that:

**GENERAL CONDITIONS FOR**  
**THE ANNEXATION OF THE SUBJECT PROPERTY**

**G1.0 RECITALS.**

G1.1 The above-stated Recitals are a material part of this Agreement and are hereby incorporated in this Subsection G1.1 by reference.

**G2.0 ANNEXATION AND ZONING.**

G2.1 The SUBJECT PROPERTY shall be zoned as set forth in the Recitals and in the Special Conditions below.

G2.2 If this Agreement and the Ordinance approving this Agreement, and those ordinances pertaining to the SUBJECT PROPERTY which were approved by the CITY concurrently with this Agreement, are not recorded with the Office of the Recorder in the county in which the SUBJECT PROPERTY is located within the timeframe set forth in said Ordinance and ordinances, said Ordinance and ordinances, and all exhibits thereto, including but not limited to this Agreement, shall be automatically null and void without further action being taken by the City. OWNER AND DEVELOPER shall defend, indemnify, and hold the CITY and its officers, agents, and employees harmless for any error or omission in recording or for failure to timely record.

G2.3 Notwithstanding the area, lot, yard, and height standards contained in the Naperville Zoning Code for the zoning classification granted pursuant to this Agreement, after the fifth (5th) year after this Agreement is approved, if the SUBJECT PROPERTY is developed with any residential uses, the SUBJECT PROPERTY may only be developed with uses which comply with the density limitations specified in the then-current zoning classification applicable to the SUBJECT PROPERTY.

**G3.0 ANNEXATION FEES.**

G3.1 The OWNER AND DEVELOPER have paid all applicable annexation fees specified in Section S2.0 in accordance with Section 1-9E-1 of the Naperville Municipal Code.

**G4.0 PARK DISTRICT ANNEXATION.**

G4.1 The OWNER AND DEVELOPER have filed concurrently herewith a petition executed by OWNER AND DEVELOPER to annex the SUBJECT PROPERTY to the

Naperville Park District. Said petition is conditional and not effective until annexation of the SUBJECT PROPERTY to the City of Naperville.

**G5.0 TRANSPORTATION IMPACT FEES – INTENTIONALLY OMITTED.**

**G6.0 SIDEWALKS AND OTHER TRANSPORTATION RELATED PUBLIC IMPROVEMENTS.**

G6.1 Prior to recordation of a Final Plat of Subdivision for any portion of the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall, at their sole cost and expense, and at the discretion of the City Engineer:

1. construct sidewalks along the entire frontage of the SUBJECT PROPERTY adjacent to public right-of-way, as approved by the City Engineer; or
2. pay to the CITY the estimated cost to construct sidewalks along the entire frontage of the SUBJECT PROPERTY adjacent to public right-of-way. Upon payment, OWNER AND DEVELOPER shall have no further obligation to construct said sidewalk.

**G7.0 UTILITY LINES AND EASEMENTS.**

G7.1 The OWNER AND DEVELOPER shall grant to the CITY, at no cost to the CITY, any easements within the SUBJECT PROPERTY which the CITY may determine are necessary for the purposes of constructing, installing, replacing and maintaining sanitary sewers, water mains, electric service facilities, and other utilities necessary or incidental to service the SUBJECT PROPERTY.

G7.2 The CITY shall allow the OWNER AND DEVELOPER to use appropriate easements obtained by the CITY from other parties for the purpose of providing sanitary sewers, water mains and other utilities to service the SUBJECT PROPERTY.

**G8.0 WATER SUPPLY AND DISTRIBUTION SYSTEM AND SANITARY SEWER COLLECTION SYSTEM.**

G8.1 The OWNER AND DEVELOPER shall be solely responsible for the cost and expense incurred to extend the CITY'S water distribution system and sanitary sewer collection system to the SUBJECT PROPERTY. Payment shall be due at the time a building permit is issued if the CITY constructs and installs the proposed extension or any portion thereof.

G8.2 The CITY shall permit the connection of the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S water supply and

distribution system and sanitary sewer collection system, and shall supply water and collection facilities thereto to the same extent as may be supplied to other structures and areas within the CITY.

G8.3 The OWNER AND DEVELOPER shall be responsible for the cost of all water lines and sanitary sewer lines and related appurtenances located on the SUBJECT PROPERTY.

G8.4 The OWNER AND DEVELOPER shall also be responsible to pay for all infrastructure availability charges, connection fees and user fees for the CITY'S water distribution system and sanitary sewer collection system as set forth in the CITY'S ordinances, rules, and regulations.

**G9.0 WASTEWATER TREATMENT PLANT CAPACITY.**

G9.1 The CITY guarantees that at the time building permits are requested, sufficient wastewater treatment plant capacity shall exist to provide complete and adequate wastewater treatment services for the SUBJECT PROPERTY without payment of any fees other than those specified in Subsection G9.2 of this Agreement.

G9.2 The OWNER AND DEVELOPER shall pay all applicable wastewater infrastructure availability charges, connection fees and customary wastewater user fees in accordance with Title 8 of the Naperville Municipal Code, as amended and any rules and regulations promulgated pursuant to Title 8.

**G10.0 UTILITY OVERSIZING.**

G10.1 The OWNER AND DEVELOPER shall construct and install at its sole cost and expense all water and sanitary sewer lines shown on the approved Final Engineering Plans submitted for development of the SUBJECT PROPERTY.

G10.2 The CITY shall pay for oversized water or sanitary sewer lines constructed as required by the CITY in accordance with the provisions of this Section to provide for increased capacity, not merely to compensate for slope differential.

G10.3 Upon installation and acceptance by the CITY of said oversized lines, for residential lines, the CITY shall reimburse the OWNER AND DEVELOPER for the difference between the cost to construct an eight (8") inch line and the cost to construct the oversized line. For non-residential lines, the CITY shall reimburse the OWNER AND DEVELOPER for the

difference between the cost to construct a twelve (12”) inch line and the cost to construct the oversized line.

G10.4 All such oversized lines shall be constructed and installed in strict accordance with the provisions of Section 7-3-6 of the Naperville Municipal Code (Cost Sharing Policy), as amended.

**G11.0 UTILITY REBATES, SPECIAL CONNECTION FEES, RECAPTURE FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS TAXES.**

G11.1 OWNER AND DEVELOPER shall pay any and all existing Utility Rebates, Special Connection Fees, Recapture Fees, Special Assessments, or Special Service Area Taxes when due as specified in Section S3.0.

G11.2 OWNER AND DEVELOPER shall further pay any and all future Utility Rebates, Special Connection Fees, Special Assessments, Recapture Fees, or Special Service Area Taxes, which may be properly and legally approved, established, or levied in the future. Notwithstanding the foregoing, this provision does not abrogate the right of any property owner to contest any Special Assessment or Special Service Area Tax.

G11.3 The sum of the monies to be paid pursuant to 70 ILCS 705/20(e)(1)-(5) as a result of disconnection of the SUBJECT PROPERTY from a fire protection district shall be the sole responsibility of the OWNER AND DEVELOPER which responsibility shall be deemed fulfilled upon payment of said sum to the CITY. Payment in full shall be paid prior to recordation of the ordinance approving annexation of the Subject Property to the CITY and prior to recordation of this Agreement. Failure or oversight to collect said sum shall not release the OWNER AND DEVELOPER from liability therefore.

G11.4 This provisions of this Section G11.0 and each subpart hereof shall survive the expiration or termination of this Agreement.

**G12.0 ELECTRICAL UTILITY SERVICE.**

G12.1 The CITY shall connect the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY’S electrical utility system, and shall supply electrical service to those structures to the same extent service is provided on a regular basis to CITY’S other electric customers.

G12.2 The OWNER AND DEVELOPER shall accept all electrical power and energy required for the SUBJECT PROPERTY from the CITY'S electrical utility system at the time such service is available.

G12.3 The OWNER AND DEVELOPER shall pay all applicable connection fees, and costs related to on-site electrical distribution facilities and customary user fees in accordance with Title 8 of the Naperville Municipal Code.

**G13.0 REFUSE AND WEED CONTROL.**

G13.1 During all phases of construction, OWNER AND DEVELOPER shall provide a sufficient number of construction-sized dumpsters to contain all trash and debris generated throughout the entire area of the project.

G13.2 OWNER AND DEVELOPER shall prevent such containers from overflowing and shall prevent debris from blowing from the site by having the containers emptied as soon as reasonably possible once they are filled.

G13.3 During all phases of construction, OWNER AND DEVELOPER shall regularly cut all weeds and grass in excess of eight (8") inches high on the site and on the right-of-way adjacent to the site.

**G14.0 CHANGES TO ORDINANCES AND REGULATIONS.**

G14.1 If during the first five (5) years of the term of this Agreement, the provisions of the existing Naperville Zoning Code as it relates to the SUBJECT PROPERTY are amended to impose more stringent requirements in the subdivision, development, or construction on the SUBJECT PROPERTY, then such more stringent requirements shall not be effective as applied to the SUBJECT PROPERTY unless such change is agreed to by the parties hereto. This provision shall not apply to amendments to the Naperville Municipal Code related to conditional uses other than those conditional uses already approved by the Naperville Plan Commission for the SUBJECT PROPERTY.

G14.2 Except as provided in Subsections G14.2.1 and G14.2.2 and G14.2.3 of this Section, if, during the first two (2) years of the term of this Agreement, the provisions of CITY ordinances or regulations are amended or modified to impose more stringent requirements for the subdivision, or construction of the site development improvements for the SUBJECT PROPERTY than were in effect as of the date of approval of this Agreement, which improvements are specified in the submitted and approved Final Engineering Plans, such amendments or modifications shall

not be effective as applied to the SUBJECT PROPERTY, unless such amendments are agreed to by the parties *or* such amendments are adopted to protect the health or safety of the CITY'S residents.

G14.2.1 Any ordinances, standards, or regulations which are the subject of the CITY'S Flood Plain or Stormwater Ordinances for either DuPage or Will County shall be exempt from the provisions of subsection G14.2.

G14.2.2 Any CITY ordinances establishing the payment of subdivision, or development fees, or any taxes, dedication requirements, or reimbursement for costs which may be applicable to the SUBJECT PROPERTY shall be exempt from the provisions of subsection G14.2.

G14.2.3 Any CITY Building, Fire or Life Safety Codes or ordinances or regulations approved after the date of approval of this Agreement shall be exempt from the provisions of G14.2

G14.3 If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of any improvements, buildings, appurtenances, or any other development of any kind or character upon the SUBJECT PROPERTY, other than those upon which site plan approval may be based, are amended or modified to impose less restrictive requirements on development or construction upon properties situated within the CITY'S boundaries, then the benefit of such less restrictive requirements shall inure to the benefit of the OWNER AND DEVELOPER, and anything to the contrary contained herein notwithstanding, the OWNER AND DEVELOPER may proceed with development or construction upon the SUBJECT PROPERTY pursuant to the less restrictive amendment or modification applicable generally to all properties within the CITY.

#### **G15.0 EXISTING STRUCTURES.**

G15.1 At the time this Agreement is fully executed by the parties hereto, where there are any structures on the SUBJECT PROPERTY:

G15.1.1 A City of Naperville street address shall be assigned to the SUBJECT PROPERTY in accordance with Section 9-2-2 of the Naperville Municipal Code, as amended from time to time within thirty (30) days after this Agreement is fully executed by the parties hereto.



G15.1.2 Any existing structures on the SUBJECT PROPERTY shall be fully accessible for emergency vehicles, including two (2) points of access, and any “Special Conditions for the Annexation of The SUBJECT PROPERTY” set forth below (“Special Conditions”).

G15.2 At the time this Agreement is fully executed by the parties hereto, any existing structures on the SUBJECT PROPERTY which fail to conform to the requirements of the CITY’S duly adopted Building and Fire Prevention Codes, as amended from time to time, shall be brought into conformity with such requirements pursuant to any Special Conditions set forth below.

**G16.0 EFFECT OF THIS AGREEMENT.**

G16.1 Except as provided in Section G14.0 of this Agreement, if any relevant existing CITY resolution, ordinance, regulations, or interpretation thereof, is inconsistent with or conflicts with any provision of this Agreement, then the provisions of this Agreement shall supersede the terms of said inconsistent resolutions, ordinances, or regulations as they may be applicable to the SUBJECT PROPERTY.

**G17.0 NO DISCONNECTION OR DEANNEXATION.**

G17.1 Neither the OWNER nor the DEVELOPER nor any of their successors in interest shall file, cause to be filed, or take any action that would result in the disconnection or deannexation of the SUBJECT PROPERTY from the CITY during the term of this Agreement.

**G18.0 MODIFICATIONS TO THIS AGREEMENT.**

G18.1 If the OWNER AND DEVELOPER or the CITY wish to modify this Agreement, the CITY shall hold the necessary public hearings.

G18.2 Such hearings shall be held and an approval granted or denial given without unreasonable delay after the request is made.

G18.3 This Section shall not be construed to require the CITY to modify this Agreement.

G18.4 Any such amendment or modification may be made only as to a portion of the SUBJECT PROPERTY, or as to the provisions applying exclusively thereto, and may be without the consent of the owners of other portions of the SUBJECT PROPERTY not affected by the amendment or modification.

**G19.0 BINDING EFFECT AND TERM.**

G19.1 The parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be recorded against the title of the SUBJECT PROPERTY in the Office of the Recorder of the county in which the SUBJECT PROPERTY is located, and shall be binding upon and inure to the benefit of the parties hereto, grantees, successors in interest, assignees, heirs, executors, or lessees (whether their interest is in the SUBJECT PROPERTY as a whole or in any portion or aspect thereof), and upon any successor CITY officials and successor municipalities for a period of ten (10) years from the EFFECTIVE DATE of this Agreement.

G19.2 The zoning classification for the SUBJECT PROPERTY established by this Agreement shall survive the expiration or termination of this Agreement unless changed in accordance with applicable law.

G19.3 Any obligation owed by OWNER AND DEVELOPER for payment or reimbursement of monies provided for herein shall survive the termination or expiration of this Agreement.

G19.4 Any obligations to be performed hereunder by OWNER AND DEVELOPER shall survive the expiration or termination of this Agreement.

**G20.0 CONTINUING RESPONSIBILITY.**

G20.1 Except as otherwise provided herein, if the OWNER AND DEVELOPER sells or conveys all or any portion of the SUBJECT PROPERTY during the term of this Agreement, all of the OWNER AND DEVELOPER'S obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and the OWNER AND DEVELOPER shall be released from such obligations, provided the conditions of subsection G20.2 of this Agreement have been met.

G20.2 No sale or conveyance shall be effective to release the OWNER AND DEVELOPER from the obligations imposed by this Agreement until the purchaser or grantee has posted good and sufficient surety, as determined by the CITY, to secure the performance of all of the OWNER AND DEVELOPER'S obligations contained in this Agreement and as required by CITY ordinance, policy, or regulation.

G20.3 Any provision contained in this Agreement which provides for payment or reimbursement of money to the CITY, and/or which provides for the dedication or conveyance of property to the CITY, shall survive the expiration or termination of this Agreement.

**G21.0 SEVERABILITY.**

G21.1 If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

G21.2 The invalidity of any such provision shall not affect any zoning classification for the SUBJECT PROPERTY that has been approved by the CITY pursuant to the provisions of the CITY'S ordinances and regulations. Any change to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

**G22.0 NOTICES.**

G22.1 Any notice or demand hereunder from one party to another party or to an assignee or successor in interest of either party or from an assignee or successor in interest of either party to another party, or between assignees or successors in interest of either party shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail addressed to the parties specified in Section S4.0 or any individual or entity substituted according to subsection G22.2 of this Agreement.

G22.2 The parties, or any assignee or successor in interest, may substitute names and addresses for notices as appropriate.

**G23.0 GOVERNING LAW AND VENUE.**

G23.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

**G24.0 FORCE MAJEURE.**

G24.1 Subject to the provisions of G24.2 whenever a period of time is provided for in this Agreement for either the CITY or OWNER AND DEVELOPER to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment,

pandemics, systemic supply-chain interruptions, fire, flood, storm, earthquake, tornado or any act of God (“Events of Force Majeure”).

G24.2 Provided, however, that said time period shall be extended for only the actual amount of time said party is directly delayed by one or more Events of Force Majeure. Except as to a strike or lockout by or against either party's own employees or suppliers, an act or omission shall not be deemed to be beyond OWNER AND DEVELOPER’S control if committed, omitted or caused by OWNER AND DEVELOPER, OWNER AND DEVELOPER’S employees, officers or agents or a subsidiary, affiliate or parent of OWNER AND DEVELOPER or by any corporation or other business entity that holds a controlling interest in OWNER AND DEVELOPER, whether held directly or indirectly.

#### **G25.0 ENFORCEABILITY.**

G25.1 This Agreement shall be enforceable by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants and terms of this Agreement. In the event that the CITY seeks enforcement of any aspect of this Agreement in a court of competent jurisdiction, and prevails in whole or in part in such action, the OWNER AND DEVELOPER shall reimburse the CITY for its costs and expenses, including but not limited to reasonable attorneys’ fees (in-house or outside counsel) within thirty (30) days of receipt of an invoice therefor.

#### **G26.0 CHALLENGE TO ANNEXATION.**

G26.1 If the annexation of the SUBJECT PROPERTY is challenged in any court of legal jurisdiction, the parties to this Agreement agree to cooperate to defend the validity of said annexation. OWNER AND DEVELOPER agrees to hold the CITY harmless and to reimburse the CITY for any and all expenses incurred by the CITY for said defense including but not limited to reimbursement for any services of outside legal counsel. If the annexation of the SUBJECT PROPERTY is challenged and is held to be invalid: (a) any real estate taxes which have been paid to the CITY shall not be rebated to the OWNER AND DEVELOPER, or its successors and assigns; and (b) the CITY shall enter into a separate written service agreement with the OWNER AND DEVELOPER, or its successor and assigns, so as to provide utility service to the SUBJECT PROPERTY in accordance with the general terms of this Agreement to the extent permitted by law.

**G27.0 TIMING OF GRANTS OF PROPERTY INTERESTS.**

G27.1 When any dedication of right-of-way, grant of easement, or other dedication or grant of property interests to the CITY is provided for in this Agreement, said dedication or grant shall occur prior to, or simultaneously with, the recording of any final plat of subdivision or issuance of any permit, whichever occurs first.

G27.2 Failure to comply with the timing requirements set forth in this Section shall not relieve the OWNER AND DEVELOPER of the obligations set forth in this Section, and the provisions of this Section shall survive the expiration or termination of this Agreement.

**G28.0 NON-WAIVER OF RIGHTS.**

G28.1 No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand compliance with the terms hereof.

**G29.0 CAPTIONS AND PARAGRAPH HEADINGS.**

G29.1 Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**G30.0 ENTIRE AGREEMENT.**

G30.1 This Agreement sets forth all the covenants, conditions and promises between the Parties with regard to the subject matter set forth herein and there are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.

**G31.0 AUTHORIZATIONS.**

G31.1 The OWNER AND DEVELOPER'S authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the OWNER AND DEVELOPER to execute this Agreement on its behalf. The Mayor and City Clerk warrant that they have been lawfully authorized to execute this Agreement. The OWNER AND DEVELOPER shall deliver to the CITY within ten (10) days of the EFFECTIVE DATE on page 1 of this Agreement copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement.

**G32.0 SURETY.**

G32.1 All public improvements required to be done by the OWNER AND DEVELOPER for any phase of the SUBJECT PROPERTY shall be secured by a cash deposit or Letter of Credit in a form approved by the City Attorney, in an amount approved by the City Engineer, and in compliance with the Naperville Municipal Code. This provision shall apply whether or not a Letter of Credit is specified for each improvement. As to any surety or maintenance surety provided by the OWNER AND DEVELOPER to the CITY for public improvements related to development of the SUBJECT PROPERTY, OWNER AND DEVELOPER agrees that: (1) at no time shall the CITY be liable for attorneys' fees with respect thereto; (2) OWNER AND DEVELOPER shall be liable to pay the CITY'S reasonable attorneys' fees and costs (in-house or outside counsel) in enforcement thereof; and (3) the list of circumstances set forth in such surety (including any exhibit thereto) as bases for default thereunder shall entitle the CITY to draw on said surety. Notwithstanding provision of said surety, until the public improvements have been accepted by the CITY, the OWNER AND DEVELOPER shall remain obligated for completion of said public improvements and/or (at the CITY'S sole discretion) to pay any costs for said public improvements to the extent that the surety is not sufficient to pay for the costs of the public improvements, or in the event of any denial, or partial denial, of coverage by the surety, or failure of the surety to timely respond to a demand for payment. The provisions set forth in this Section G32 shall survive the expiration or termination of this Agreement.

**G33.0 ACCEPTANCE OF PUBLIC IMPROVEMENTS.**

G33.1 Subject to approval by the City Engineer, the CITY shall accept public improvements installed by the OWNER AND DEVELOPER on the SUBJECT PROPERTY, or within the adjacent public right-of-way, pursuant to the process set forth in Section 7-1-7 of the Naperville Municipal Code. Upon CITY acceptance thereof, the OWNER AND DEVELOPER shall post a cash deposit or letter of credit in a form and amount approved by the City guaranteeing said improvements against defects in materials or workmanship in the amount of ten percent (10%) of the estimated cost of said improvement to be effective for a period of one year from the date of acceptance.

**G34.0 EXHIBITS INCORPORATED.**

G34.1 All exhibits attached or referenced herein are incorporated herein by reference and made part hereof.

**G35.0 AMBIGUITY.**

G35.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

**G36.0 RECAPTURE AGREEMENTS.**

G36.1 If, pursuant to the terms of this Agreement, the OWNER AND DEVELOPER installs improvements, including but not limited to water distribution system improvements, sanitary sewer collection system improvements, storm sewer system improvements, roadway improvements, or other improvements (hereinafter “Improvements”) which the OWNER AND DEVELOPER and the CITY reasonably determine will benefit properties other than the SUBJECT PROPERTY, the OWNER AND DEVELOPER may submit a request to the City Engineer for the City to enter into a recapture agreement (“Recapture Agreement”). The OWNER AND DEVELOPER’S request must be accompanied by a draft of the proposed Recapture Agreement and documentation, to the satisfaction of the City Engineer, clearly demonstrating the “as built” costs of the Improvements for which recapture is sought. The proposed Recapture Agreement shall identify the benefitting properties and recapture amounts, which shall be subject to approval of the City Engineer. Subject to approval of the proposed Recapture Agreement by the City Engineer, approval of the form of the Recapture Agreement by the City Attorney, and any notice to be given to the benefitting property owners, the matter shall be scheduled for consideration by the Naperville City Council. If an ordinance approving the Recapture Agreement is passed by City Council, the Recapture Agreement shall be recorded against the title of the benefitting properties identified in the Recapture Agreement.

G36.1.1 If a proposed Recapture Agreement and supporting documentation are not provided to the City Engineer within twelve (12) months from completion of the Improvements by the OWNERS AND DEVELOPERS and approval of said Improvements by the City Engineer or the City Engineer’s designee, or within such other timeframe as may be agreed to in writing by the City Engineer, the CITY shall no longer have any obligation to enter into a recapture agreement for Improvements hereunder.

**G37.0 JOINT LIABILITY.**

G37.1 OWNER AND DEVELOPER shall be jointly and severally liable for the obligations and responsibilities set forth and referenced herein.

**G38.0 DESIGNEES INCLUDED.**

G38.1 Whenever the title of a position of a City employee or official is used in this Agreement relative to an action being taken or an approval being given (e.g. Zoning Administrator, City Engineer, Director of Department of Public Utilities), the individual's designee shall be automatically be included therein.

**G39.0 REMEDIES CUMULATIVE.**

G39.1 The rights and remedies of the parties to this Agreement, whether provided by law and/or specified in this Agreement, shall be cumulative, and the specification or exercise of any one or more of such remedies shall not preclude the exercise by such party, at that time or different times, of any other such remedies as that party deems appropriate.

**SPECIAL CONDITIONS FOR THE ANNEXATION OF  
THE SUBJECT PROPERTY**

To the extent that there is any inconsistency between the terms or conditions of the following Special Conditions and the General Conditions above, the terms and conditions set forth in the Special Conditions of this Agreement shall prevail. To the extent that provisions in the Special and General Conditions are not inconsistent, they shall be read together.

**S1.0 ANNEXATION AND ZONING.**

S1.1 The Zoning Classification for the SUBJECT PROPERTY determined in accordance with Title 6 of the Naperville Municipal Code shall be R1A Low Density Single-Family Residence District.

S1.2 A plat of annexation prepared by Civil & Environmental Consultants, Inc., dated April 11, 2024, last revised May 22, 2024, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT B**.

**S2.0 ANNEXATION FEES.**

S2.1 The Annexation Fee calculated in accordance with Section 1-9E-1 of the Naperville Municipal Code for the SUBJECT PROPERTY is \$4,000.00, which has been paid in full.



**S3.0 UTILITY REBATES, SPECIAL CONNECTION FEES, RECAPTURE FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS TAXES.**

S3.1 OWNER AND DEVELOPER shall pay any and all existing Utility Rebates, Recapture Fees, Special Assessments, or Special Service Area Taxes when due as specified as follows:

Water Main Recapture Fee: \$3,367.50

Due: Recordation of Preliminary/Final Plat of Subdivision

S3.2 Notwithstanding the provisions of Section G11.3 herein, since the SUBJECT PROPERTY is located within the Naperville Fire Protection District, and prior to annexation was served by the Naperville Fire Department, the OWNER AND DEVELOPER has no obligation to make payment pursuant to 70 ILCS 705/20(e)(1)-(5).

**S4.0 ADDRESSES FOR NOTICES REQUIRED BY THIS AGREEMENT.**

**IF TO THE CITY:**

City Clerk, City of Naperville  
400 South Eagle Street  
Naperville, Illinois 60540

**WITH COPIES TO:**

City Attorney, City of Naperville  
400 South Eagle Street  
Naperville, Illinois 60540

**IF TO THE OWNER AND DEVELOPER:**

Daniela Popiela & Rachel Popiela  
2 Carr 459 KM 12.4 Bo Jobos  
Isabela, Puerto Rico 00662

**WITH COPIES TO:**

Rosanova & Whitaker, Ltd.  
Attn: Eric Prechtel  
445 Jackson Ave, Suite 200  
Naperville, IL 60540

**S5.0 EXISTING STRUCTURES.**

S5.1 Existing structures located on the SUBJECT PROPERTY shall be demolished no later than ninety (90) days after recordation of this Agreement (“**DEMOLITION**

**TIMEFRAME**”) unless a different timeframe is agreed to in writing by the CITY Zoning Administrator. The OWNER AND DEVELOPER shall apply for and obtain a demolition permit from the CITY prior to commencement of any demolition work. OWNER AND DEVELOPER shall provide written notice to the CITY Zoning Administrator (which may be submitted by email) within seven (7) days of completion of the demolition.

S5.2 If demolition is not accomplished within the DEMOLITION TIMEFRAME, or any extension thereof approved in writing by the CITY Zoning Administrator, the OWNER AND DEVELOPER shall cause CITY inspection of all structures on the SUBJECT PROPERTY to occur, and within ninety (90) days after the expiration of the DEMOLITION TIMEFRAME, shall have said structures brought into conformity with all then applicable requirements set forth or referenced in the Naperville Municipal Code, as amended from time to time. Failure to cause the CITY inspection and to bring structures on the SUBJECT PROPERTY into conformity with requirements set forth or referenced in the Naperville Municipal Code as set forth above shall be deemed an ordinance violation for each day the violation continues and subject to prosecution as such.

#### **S6.0 SCHOOL AND PARK DONATIONS.**

S6.1 As the SUBJECT PROPERTY is improved with one (1) single-family residence which will be demolished and replaced with one (1) single-family residence and no additional structures are contemplated as part of the “Preliminary/Final Plat of Subdivision of 1075 Parkside Road Subdivision”, no school and park donations will be required for the SUBJECT PROPERTY.

#### **S7.0 SIDEWALKS.**

S7.1 The provisions of Section G6.0 of this Agreement notwithstanding, the OWNER AND DEVELOPER shall have no obligation to construct a sidewalk along the entire frontage of Parkside Road in accordance with the Comprehensive Sidewalk Policy since there is currently sidewalk across the frontage. OWNER AND DEVELOPER shall repair any sidewalk damaged along the frontage of Parkside Road during demolition or construction on the SUBJECT PROPERTY within ninety (90) days of notice issued by the City Engineer, or any other timeframe agreed to in writing by the City Engineer. Said notice may be issued either to OWNER AND DEVELOPER or to Rosanova & Whitaker, Ltd.. Failure to replace damaged sidewalk in conformity with the notice issued by the City Engineer may result in the City’s refusal to issue any

additional permits for the SUBJECT PROPERTY until said work is performed to the satisfaction of the City Engineer and shall be deemed an ordinance violation for each day the sidewalk is not replaced after the timeframe set forth above and subject to prosecution as such.

#### **S8.0 PARK DISTRICT ANNEXATION**

S8.1 Notwithstanding the provisions of Section G4.0, the SUBJECT PROPERTY is currently within the boundary of the Naperville Park District; therefore, annexation to the Park District is not required.

#### **S9.0 ROAD IMPROVEMENT FEE**

S9.1 The OWNER AND DEVELOPER shall pay to the CITY a road improvement fee in the amount of \$24,375.00 (75 feet of frontage on Parkside at \$325 per lineal foot), which is the proportionate cost for the roadway improvements to be made adjacent to the SUBJECT PROPERTY on Parkside Road. Said sum is due prior to the recordation of the Ordinance annexing the SUBJECT PROPERTY and prior to recordation of this Agreement.

#### **S10.0 SANITARY SEWER MAIN INSTALLATION.**

S10.1 The property to the east of the SUBJECT PROPERTY, (which will have an address of 1079 Parkside Road upon annexation to the CITY; hereinafter the “**1079 PARKSIDE PROPERTY**”), is the subject of a separate CITY ordinance and a separate annexation agreement annexing said property to the CITY. Both the SUBJECT PROPERTY and the 1079 PARKSIDE PROPERTY need CITY sanitary sewer main extended to serve each property. The OWNER AND DEVELOPER of the SUBJECT PROPERTY and M HOUSE jointly agree to the provisions set forth in this Section 10, and M HOUSE has executed this Agreement for the limited purpose of joining in the obligations and benefits set forth in this Section 10 and each subpart hereof.

S10.2 M HOUSE shall, at its sole cost, design and construct a sanitary manhole, and an eight-inch (8”) diameter sanitary sewer main extension from the west property line of the SUBJECT PROPERTY (1075 Parkside Road) to the east property line of the 1079 PARKSIDE PROPERTY as depicted on the Final Engineering Plans attached hereto as **EXHIBIT C** (hereinafter referred to as “**ON-SITE SANITARY SEWER MAIN**”). OWNER AND DEVELOPER and M HOUSE shall be jointly and severally responsible for all costs associated with that portion of the ON-SITE SANITARY SEWER MAIN located on the SUBJECT PROPERTY. M HOUSE may seek reimbursement from the owner of the 1079 PARKSIDE

PROPERTY for that portion of the ON-SITE SANITARY SEWER MAIN located on the 1079 PARKSIDE PROPERTY.

S10.3 The OWNER AND DEVELOPER of the SUBJECT PROPERTY (1075 Parkside Road) and M HOUSE shall be jointly and severally responsible and liable to design and construct an eight-inch (8”) diameter sanitary sewer main extension and sanitary manhole from the western terminus of the ON-SITE SANITARY SEWER MAIN of the SUBJECT PROPERTY (1075 Parkside Road) one hundred and seventy-five feet (175’) to the western edge of 1061 Parkside Road as depicted on the Final Engineering Plans attached hereto as **EXHIBIT C** (hereinafter referred to as “**OFF-SITE SANITARY SEWER MAIN**”). In addition to the SUBJECT PROPERTY, said OFF-SITE SANITARY SEWER MAIN shall also be available to serve the 1079 PARKSIDE PROPERTY and the two properties currently addressed as 1061 Parkside Road and 1071 Parkside Road currently located in unincorporated DuPage County. Upon annexation of 1061 Parkside Road and/or 1071 Parkside Road to the CITY, the CITY shall require reimbursement to the CITY for their respective pro rata shares of the OFF-SITE SANITARY SEWER MAIN based on linear footage of the frontages of said properties.

S10.4 Together the ON-SITE SANITARY SEWER MAIN AND OFF-SITE SANITARY SEWER MAIN are referred to as the “SEWER MAIN IMPROVEMENTS”.

S10.5 OWNER AND DEVELOPER and M HOUSE agree that the SEWER MAIN IMPROVEMENTS will be constructed by OWNER AND DEVELOPER and M HOUSE, and inspected and approved by the CITY, prior to issuance of any temporary or final occupancy permits for the SUBJECT PROPERTY or for the 1079 PARKSIDE PROPERTY.

S10.6 The CITY agrees to reimburse M HOUSE for the costs of the OFF-SITE SANITARY SEWER MAIN as set forth and referenced herein. The CITY shall make said reimbursement as a single lump sum payment within thirty (30) days of the acceptance of the OFF-SITE SANITARY SEWER MAIN by the City Council as set forth in this Agreement and subject to the provisions of Section 7-3-6 of the Naperville Municipal Code and each subpart thereof. The OFF-SITE SANITARY SEWER MAIN cost is estimated as shown on the Engineer’s Opinion of Probable Construction Costs, attached hereto as **EXHIBIT D**.

S10.6.1 Contract Prices. Contract unit prices for the OFF-SITE SANITARY SEWER improvements shall be obtained by the OWNER AND DEVELOPER and M HOUSE as provided in section 7-3-6 of the Naperville Municipal

Code and provided by email to the City Engineer. The CITY shall review said contract unit prices and advise of any objection thereto within thirty (30) days of submittal thereof to the City Engineer.

S10.6.2 Compliance with the Prevailing Wage Act. The installation SEWER MAIN IMPROVEMENTS constitute a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”) and the OWNER AND DEVELOPER and M HOUSE shall require all contractors and subcontractors performing the SEWER MAIN IMPROVEMENTS to comply with the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, as to determine if rates have been revised from time to time, contractors and subcontractors shall refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates HTM> (or such other section of the IDOL website where that information may be located or referenced).

S10.7 Acceptance of SEWER MAIN IMPROVEMENTS. The City hereby agrees to accept the SEWER MAIN IMPROVEMENTS: (i) after the SEWER MAIN IMPROVEMENTS have been installed by the OWNER AND DEVELOPER and M HOUSE and have been approved (including but not limited passing all testing requirements) by the City Engineer and the Director of the Department of Utilities – Water/Wastewater; and (ii) upon issuance of a Bill of Sale to the City by the OWNER AND DEVELOPER and M HOUSE for said SEWER MAIN IMPROVEMENTS in a form approved by the CITY. Upon acceptance of said SEWER MAIN IMPROVEMENTS by the CITY, the CITY shall be the owner thereof and shall thereafter be responsible for their maintenance, repair and replacement.

S10.8 Notwithstanding any other provision of this Agreement, if an amendment to the provisions of this Section 10 is needed for any reason, said amendment may be considered solely by the Naperville City Council without any requirement for publication of an amendment to this Agreement or for a hearing by the Planning and Zoning Commission.

S10.9 The provisions of this Section S10 modify the provisions set forth in Section G8.1 hereof.

S10.10 The provisions of Section S10.0, and each subsection hereof, shall survive the expiration or termination of this Agreement.

**S11.0 CAPPING OF THE EXISTING WELL AND TERMINATION OF SEPTIC**

S10.1 A well and a septic field currently exist on the SUBJECT PROPERTY. Prior to connection of all or any portion of the SUBJECT PROPERTY to any CITY utility, OWNER AND DEVELOPER shall provide written evidence and documentation to the satisfaction of the City's Director of the City's Department of Utilities-Water/Wastewater demonstrating that: (i) the well has been capped and permanently abandoned per DuPage County Health Department regulations then in effect and is no longer being used for any purpose; and (ii) that the septic field has also been terminated and capped per DuPage County Health Department regulations then in effect. Failure to comply with either of these requirements shall entitle the CITY to deny issuance of future building permits for the SUBJECT PROPERTY and shall each be deemed an ordinance violation for each day the violation(s) continue and subject to prosecution as such. The provisions of this Section S11.1 shall survive the expiration or termination of this Agreement.

**S12.0 SETBACKS.**

S12.1 The CITY acknowledges and agrees the boundary lines of the SUBJECT PROPERTY were established by deed division, assessment plat, or metes and bounds description prior to 1989 and thus the OWNER AND DEVELOPER maintains the ability to utilize the pre-1989 setbacks at the SUBJECT PROPERTY pursuant to Section 7-2-5:2.5 of the Naperville Municipal Code.

**S13.0 EFFECTIVE DATE.**

S13.1 The effective date ("EFFECTIVE DATE") of this Agreement shall be the Ordinance approving this Agreement as approved by the Naperville City Council.

**IN WITNESS WHEREOF**, the parties set their hands and seals as of the EFFECTIVE DATE set forth in Section S13.1 hereof.

/SIGNATURES ON FOLLOWING PAGES/

**CITY OF NAPERVILLE**

Attest

By: \_\_\_\_\_  
Scott A. Wehrli  
Mayor

By: \_\_\_\_\_  
Dawn C. Portner  
City Clerk

State of Illinois       )  
                                  )  
County of DuPage     )

The foregoing instrument was acknowledged before me by Scott A. Wehrli, Mayor, and Dawn C. Portner, City Clerk, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

-seal-

**OWNER AND DEVELOPER/DANIEL POPIELA**



Daniel Popiela

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by Daniel Popiela this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

-seal-

**OWNER AND DEVELOPER/RACHEL POPIELA**



Rachel Popiela

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by Rachel Popiela this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

-seal-



MATHIESON HOUSE, LLC D/B/A M HOUSE for the limited purpose of joining in the obligations and benefits set forth in Section S10 of this Agreement.

  
\_\_\_\_\_

By: *Scott Mathieson*

Its: *OWNER*

State of Illinois )

)

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_ this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

-seal-

This instrument was prepared by The City of Naperville, 400 S. Eagle Street, Naperville, Illinois, 60540.

## **LEGAL DESCRIPTION**

THE EAST 75 FEET OF THE WEST 150 FEET OF LOT 8 IN BLOCK 6 IN ARTHUR T. MCINTOSH AND CO'S NAPERVILLE ESTATES, BEING A SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1927 AS DOCUMENT 236013, IN DUPAGE COUNTY, ILLINOIS

ALSO DESCRIBED AS: LOT 2 IN OVER CASH'S THIRD PLAT OF SURVEY OF LOT 8 IN BLOCK 6 IN ARTHUR T. MCINTOSH AND CO'S NAPERVILLE ESTATES, BEING A SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1954 AS DOCUMENT 733068, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1081 Parkside Road, Naperville, IL 60540

PIN: 08-19-218-022

PLAT OF ANNEXATION  
FOR  
1081 PARKSIDE ROAD  
NAPERVILLE, ILLINOIS

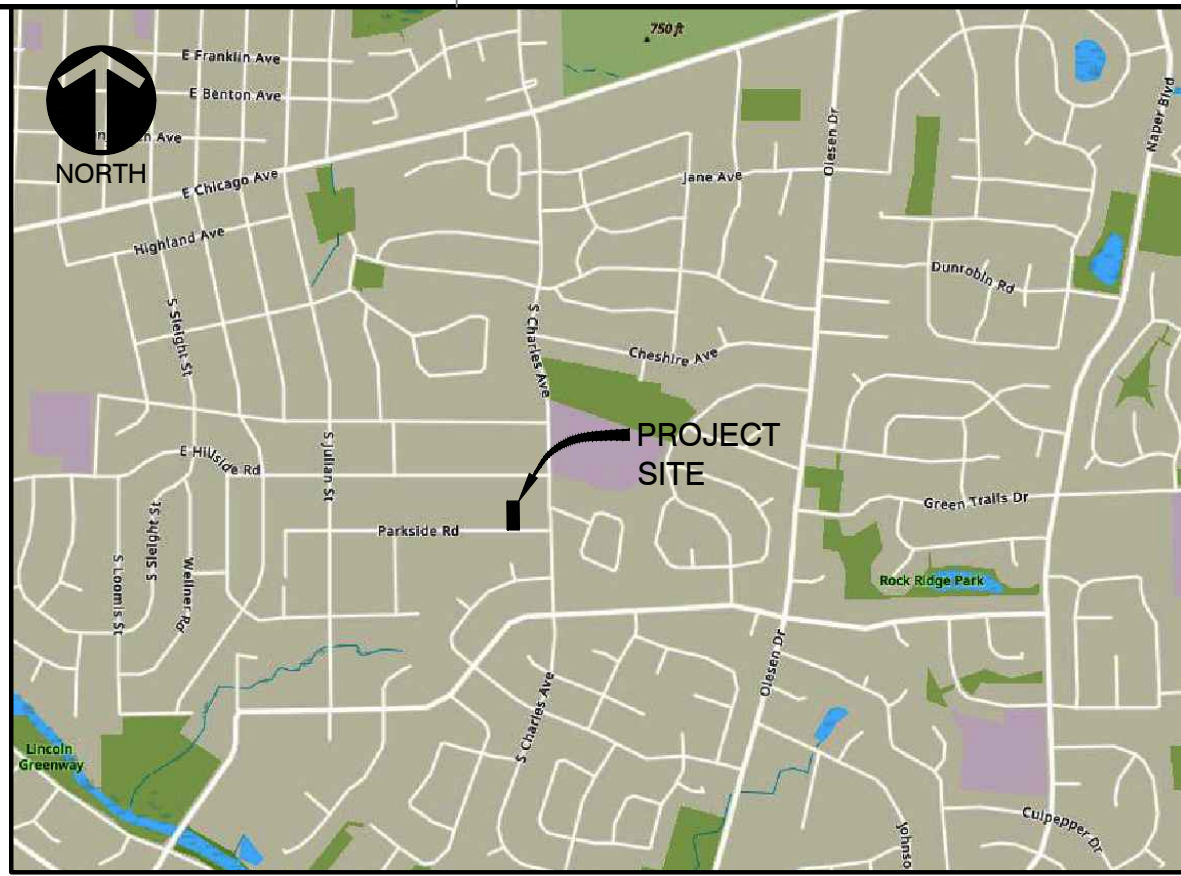
OF PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 38 NORTH,  
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.



BASIS OF BEARINGS:  
NSRS 2011 ILLINOIS STATE PLANE -  
EAST ZONE

P.I.N.: 08-19-218-022  
FORMER ADDRESS: 1081 PARKSIDE ROAD  
NAPERVILLE, IL 60540  
NEW ADDRESS: 1075 PARKSIDE ROAD  
NAPERVILLE, IL 60540

THIS PLAT HAS BEEN SUBMITTED FOR  
RECORDING BY AND RETURN TO:  
NAME: NAPERVILLE CITY CLERK  
400 SOUTH EAGLE STREET  
NAPERVILLE, IL 60540



LOCATION MAP  
NOT TO SCALE

SURVEYOR'S NOTES:

- ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- BASIS OF BEARINGS: THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON NSRS 2011 ILLINOIS STATE PLANE - EAST ZONE, VRS OBSERVATIONS.
- PROPERTY IS WITHIN THE NAPERVILLE PARK DISTRICT LIMITS AS SHOWN ON NAPERVILLE PARK DISTRICT MAP DATED JANUARY, 2020.
- THERE ARE HABITABLE STRUCTURES WITH NO ELECTORS ON THE PROPERTY ANNEXED HEREBY.

AREA SUMMARY	
GROSS LOT AREA:	14,587 S.F. (0.335 ACRES)
R.O.W. AREA:	4,950 S.F. (0.114 ACRES)
TOTAL ANNEXATION AREA:	19,537 S.F. (0.449 ACRES)

ABBREVIATIONS:

REC.	RECORD DATA
MEAS.	MEASURED DATA
DEED	DEEDED DATA
R.	RADIUS
A.	ARC DATA
ROW	RIGHT OF WAY
PL	PROPERTY LINE
CL	CENTERLINE
PU & DE	PUBLIC UTILITY & DRAINAGE EASEMENT
I.P.	IRON PIPE

LEGEND:

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	BUILDING SETBACK LINE
	RIGHT-OF-WAY CENTERLINE
	EXISTING EASEMENT
	EXISTING NAPERVILLE CORPORATE LIMITS
	ANNEXATION BOUNDARY
	MONUMENTATION FOUND

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS } SS  
COUNTY OF DUPAGE }  
APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY  
OF NAPERVILLE, ILLINOIS, AT A MEETING HELD

THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

BY: \_\_\_\_\_ MAYOR

ATTEST: \_\_\_\_\_ CITY CLERK

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } SS  
COUNTY OF DUPAGE }  
THIS INSTRUMENT \_\_\_\_\_, WAS FILED FOR  
RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS,

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

RECORDER OF DEEDS

EXISTING NAPERVILLE  
CORPORATE LIMITS

LOT 1  
GALILEO HILLSIDE UNIT 1 RESUBDIVISION  
PER DOC. (R2011)-120814  
P.I.N.: 08-19-218-032

PART OF LOT 1 BLOCK 6  
NAPERVILLE ESTATES  
PER DOC. (R1927)-236013  
P.I.N.: 08-19-218-012

UNINCORPORATED  
DUPAGE COUNTY  
EXISTING  
GARAGE

PART OF LOT 1 BLOCK 6  
NAPERVILLE ESTATES  
PER DOC. (R1927)-236013  
P.I.N.: 08-19-218-013

1/2" FIP  
0.81'S. &  
0.12'W.

1/2" FIP  
0.22'S. &  
0.02'W.

1/2" FIP  
0.64'S. & 0.14'W.

10' UTILITY EASEMENT  
PER DOC. (R1927)-236013

10' UTILITY EASEMENT PER  
DOC. (R1927)-236013

UNINCORPORATED  
DUPAGE COUNTY

LOT 2  
OVERCASH'S THIRD PLAT OF SURVEY  
PER DOC. (R1954)-733068  
P.I.N.: 08-19-218-022

P.I.N.: 08-19-218-023

LOT 1  
OVERCASH'S THIRD PLAT OF SURVEY  
PER DOC. (R1954)-733068  
P.I.N.: 08-19-218-021

LOT 3  
OVERCASH'S THIRD PLAT OF SURVEY  
PER DOC. (R1954)-733068

LOT 4  
OVERCASH'S THIRD PLAT OF SURVEY  
PER DOC. (R1954)-733068  
P.I.N.: 08-19-218-024

N 00°35'50" W 194.50' MEAS.

S 00°35'50" E 194.50' MEAS.

HEREBY  
ANNEXED  
TO THE  
CITY OF  
NAPERVILLE

EXISTING  
1-STORY  
RESIDENCE

EXISTING  
1-STORY  
RESIDENCE

UNINCORPORATED  
DUPAGE COUNTY

EXISTING  
1-STORY  
RESIDENCE

3/4" FIP  
0.06'S. &  
0.27'W.

1/2" FIP  
0.32'S. &  
0.16'W.

1/2" FIP  
0.16'S. &  
0.16'W.

S 89°57'01" W 75.00' MEAS.  
75.0' REC.

PARKSIDE ROAD  
HERETOFORE DEDICATED PER DOC. (1927)-236013

N 89°57'01" E 75.00'



CITY PROJECT NUMBER 24-10000047

SURVEYOR'S CERTIFICATE

STATE OF INDIANA } SS  
COUNTY OF MARION }

I, TERRY D. WRIGHT, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR,  
HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM FIELD SURVEYS  
AND EXISTING PUBLIC RECORDS FOR THE PURPOSE OF ANNEXING THE  
FOLLOWING DESCRIBED PROPERTY TO THE CITY OF NAPERVILLE, ILLINOIS AND  
THE NAPERVILLE PARK DISTRICT.

THE EAST 75 FEET OF THE WEST 150 FEET OF LOT 8 IN BLOCK 6 IN  
ARTHUR T. MCINTOSH & CO'S NAPERVILLE ESTATES, BEING A  
SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 38 NORTH, RANGE  
10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT  
THEREOF RECORDED MAY 20, 1927 AS DOCUMENT 236013, IN DUPAGE  
COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

LOT 2 IN OVERCASH'S THIRD PLAT OF SURVEY OF LOT 8 IN BLOCK 6  
IN ARTHUR T. MCINTOSH & CO'S NAPERVILLE ESTATES, BEING A  
SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 38 NORTH, RANGE  
10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT  
THEREOF RECORDED OCTOBER 11, 1954 AS DOCUMENT 733068, IN  
DUPAGE COUNTY, ILLINOIS.

ALONG WITH,

THAT PART OF PARKSIDE ROAD HERETOFORE DEDICATED PER  
DOCUMENT 236013, RECORDED MAY 20 1927, BEGINNING AT THE  
SOUTHWEST CORNER OF SAID LOT 2; THENCE S00°02'59"E, 66.00 FEET  
TO THE SOUTHERLY RIGHT OF WAY OF SAID PARKSIDE ROAD; THENCE  
EASTERLY ALONG SAID RIGHT OF WAY LINE, 75.00 FEET; THENCE  
N00°02'59"W, 66.00 FEET TO THE NORTHERLY RIGHT OF WAY OF SAID  
PARKSIDE ROAD AND SOUTHEAST CORNER OF SAID LOT 2; THENCE  
WESTERLY ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

THIS PLAT HAS BEEN PREPARED BY CIVIL & ENVIRONMENTAL CONSULTANTS,  
INC., UNDER MY PERSONAL DIRECTION FOR THE EXCLUSIVE USE OF THE  
CLIENT NOTED HEREON.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2024.

TERRY D. WRIGHT  
ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR NO. 035-004007  
LICENSE VALID THROUGH NOVEMBER 30, 2024

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.  
530 E. OHIO STREET, SUITE G  
INDIANAPOLIS, IN 46204  
PH: 317-655-7777

\*HAND SIGNATURE ON FILE

REVISION RECORD

NO	DATE	DESCRIPTION
1	05/22/2024	REVISED PER CITY OF NAPERVILLE COMMENTS DATED 5/22/24



Civil & Environmental  
Consultants, Inc.

1230 East Diehl Road  
Suite 200  
Naperville, IL 60563  
Ph: 630.963.6026  
www.cecinc.com

PREPARED FOR:  
M-HOUSE DEVELOPMENT  
710 E. OGDEN AVENUE, STE 250  
NAPERVILLE, ILLINOIS 60563

DRAWN BY: MAJ CHECKED BY: MAJ APPROVED BY: \*TDW  
DATE: APRIL 11, 2024 DWG SCALE: 1"=20' PROJECT NO: 341-408

PLAT OF ANNEXATION  
1081 PARKSIDE ROAD  
NAPERVILLE, ILLINOIS 60540

DRAWING NO.:  
1  
SHEET 1 OF 1



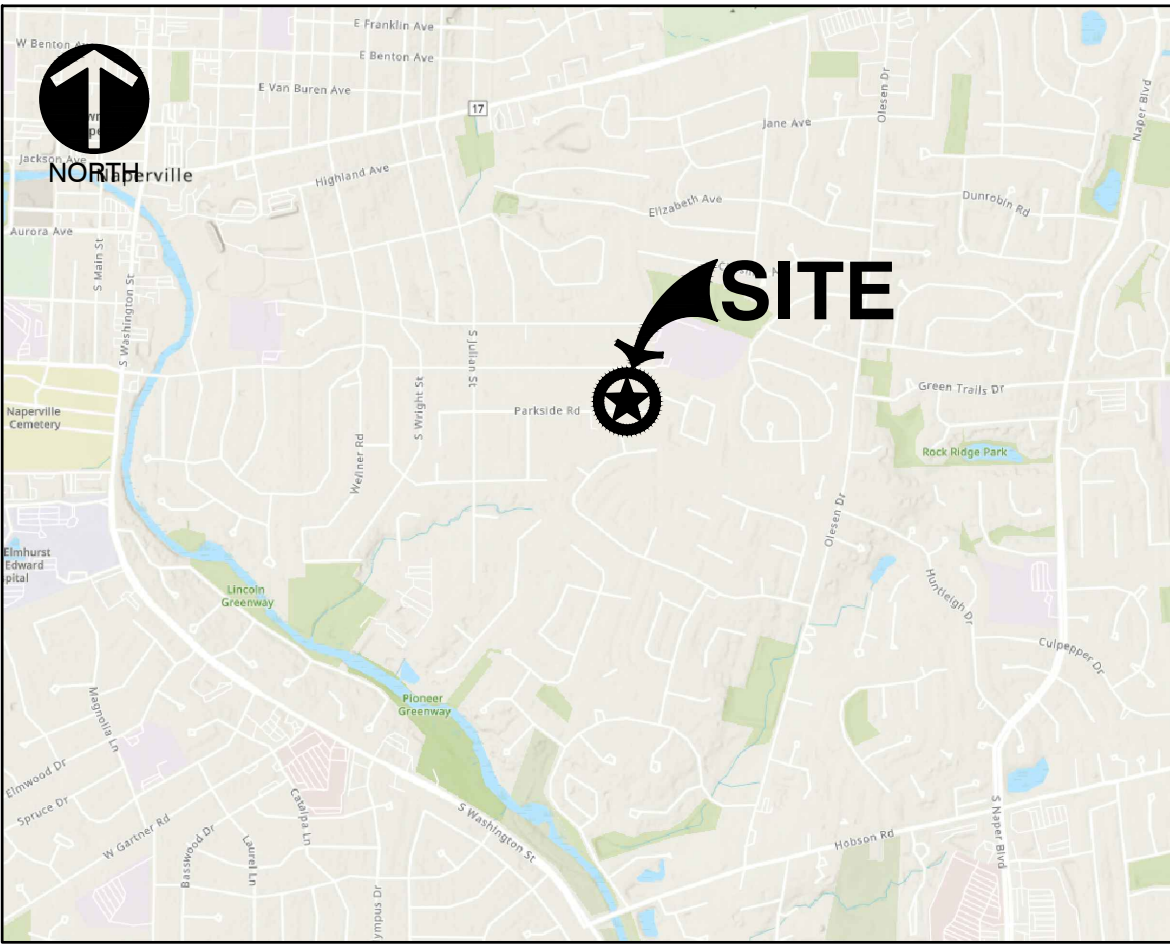
FINAL ENGINEERING PLANS  
1075 AND 1079 PARKSIDE ROAD  
NAPERVILLE, ILLINOIS 60540

CITY OF NAPERVILLE  
Address: 1081 & 25th/028 Parkside Rd  
Last Revision Date: 02/1/2024  
Approval Date: 7/5/2024



APPROVED

PROPOSED	EXISTING	DESCRIPTIONS
_____	_____	BOUNDARY PROPERTY LINE
_____	_____	PROPERTY LINE
_____	_____	RIGHT-OF-WAY
_____	_____	UNDERLYING PROPERTY LINE
_____	_____	CENTER LINE
_____	_____	EASEMENT LINE
_____	_____	SETBACK LINE
_____	_____	SECTION LINE
_____	_____	INDEX (MAJOR) CONTOUR
_____	_____	INTERMEDIATE (MINOR) CONTOUR
_____	_____	EXISTING FENCE LINE
_____	_____	EXISTING WOOD FENCE LINE
_____	_____	CURB
_____	_____	EDGE OF PAVEMENT
_____	_____	EDGE OF GRAVEL
_____	_____	PAVEMENT SHOULDER
_____	_____	STORM PIPE
_____	_____	DOWNSPOUT SERVICE LINE
_____	_____	WATER LINE
_____	_____	SANITARY SEWER LINE
_____	_____	PROPOSED FORCEMAIN
_____	_____	GAS LINE
_____	_____	OVERHEAD WIRE
_____	_____	ELECTRIC LINE
_____	_____	CABLE LINE
_____	_____	FIBER OPTIC LINE
_____	_____	TELEPHONE LINE
_____	_____	GUIDE RAIL
_____	_____	TREELINE
_____	_____	PROPOSED TRENCH BACKFILL
_____	_____	PROPOSED CONCRETE
_____	_____	PROPOSED PAVEMENT
_____	_____	PROPOSED RIPRAP
_____	_____	PROPOSED STRIPING
_____	_____	BUILDING
_____	_____	PROPOSED SLOPE LABEL
_____	_____	PROPOSED SPOT ELEVATION
_____	_____	TOP OF WALL ELEVATION
_____	_____	BOTTOM OF WALL ELEVATION
_____	_____	TOP OF CURB ELEVATION
_____	_____	FLOWLINE ELEVATION
_____	_____	SANITARY MANHOLE
_____	_____	CLEANOUT
_____	_____	FLARED END SECTION
_____	_____	STORM MANHOLE
_____	_____	STORM CATCH BASIN (ROUND LID)
_____	_____	STORM CATCH BASIN (CURB LID)
_____	_____	STORM CURB INLET
_____	_____	STORM INLET (CIRCULAR)
_____	_____	STORM INLET (SQUARE)
_____	_____	STORM BEEHIVE INLET
_____	_____	STORM DRAIN OR DOWNSPOUT
_____	_____	WATER VALVE VAULT
_____	_____	WATER VALVE BOX
_____	_____	FIRE HYDRANT
_____	_____	ELECTRIC CONTROL CABINET (ABOVE GRADE)
_____	_____	ELECTRIC HANDHOLE
_____	_____	TRANSFORMER
_____	_____	ELECTRIC METER
_____	_____	LIGHT STANDARD
_____	_____	UTILITY POLE
_____	_____	TRAFFIC MANHOLE
_____	_____	TELEPHONE PULL BOX (FLUSH WITH GRADE)
_____	_____	TELEPHONE BOX/CABINET (ABOVE GRADE)
_____	_____	CABLE MANHOLE
_____	_____	FIBER OPTIC BOX/CABINET (ABOVE GRADE)
_____	_____	FIBER OPTIC MANHOLE
_____	_____	GAS LINE MARKER
_____	_____	MANHOLE (UNKNOWN)



SITE MAP  
N.T.S.

BENCHMARKS:

REFERENCE:

- BERNTSEN 3D TOP SECURITY MONUMENT, CONSISTING OF A 9/16" DIA. STAINLESS STEEL DATUM POINT ON THREADED 9/16" X 4' LONG ROD WITH GREASED TOP SECURITY SLEEVE AND 6" PVC PIPE WITH BMAC 6 ALUMINUM ACCESS COVER AT THE SOUTHEAST CORNER OF CHESHIRE LANE AND CHARLES STREET. (CITY OF NAPERVILLE BENCHMARK 1007)

ELEVATION=773.69 (NAVD88)

SITE:

- SET MAG NAIL SOUTH EDGE OF PAVEMENT OF PARKSIDE ROAD, 2' EAST OF THE EAST PROPERTY LINE OF LOT 3 EXTENDED.

ELEVATION = 728.44'

- SET MAG NAIL SOUTH EDGE OF PAVEMENT OF PARKSIDE ROAD, 25' EAST OF THE EAST PROPERTY LINE OF LOT 2 EXTENDED.

ELEVATION = 728.48'

PROJECT TEAM

OWNER

M HOUSE 828 LLC  
710 E. OGDEN AVENUE  
SUITE 250  
NAPERVILLE, ILLINOIS 60540  
PH: (630) 432-3752  
CONTACT: SCOTT MATHIESON

ARCHITECT

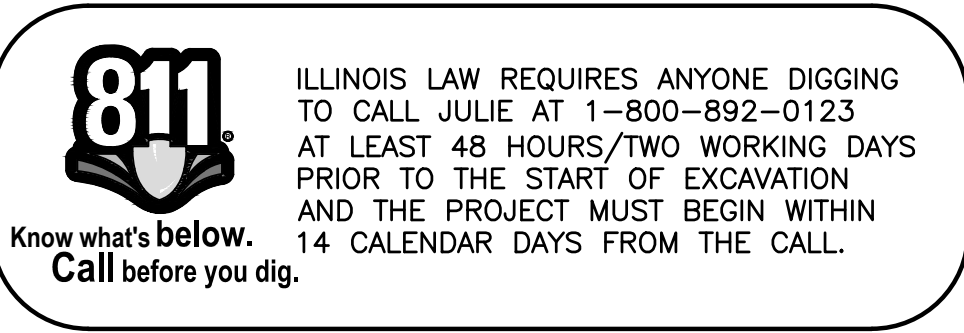
TORCH ARCHITECTURE  
300 E. 5TH AVENUE  
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NAPERVILLE, ILLINOIS 60563  
PH: (630) 420-1900  
CONTACT: TIM WEISSENBOERN, R.A.

CIVIL ENGINEER

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.  
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Sheet List Table

Sheet Number	Sheet Title
C000	COVER SHEET
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C200	DIMENSION PLAN
C300	GRADING PLAN
C500	UTILITY PLAN
C800	DETAILS - 1
C801	DETAILS - 2
C802	DETAILS - 3

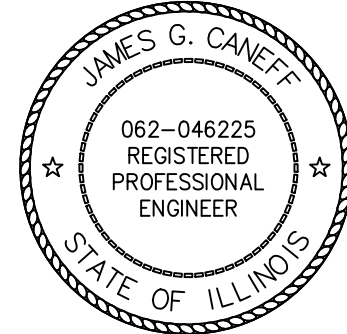


STATE OF ILLINOIS } SS  
COUNTY OF DUPAGE }

I, JAMES G. CANEFF, AN ILLINOIS PROFESSIONAL ENGINEER, HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM NO. 184.004002, LICENSE EXPIRES APRIL 30, 2025, UNDER MY PERSONAL DIRECTION FOR THE EXCLUSIVE USE OF THE CLIENT NOTED BELOW. REPRODUCTION OR USE BY THIRD PARTIES IS STRICTLY PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE UNDERSIGNED.

GIVEN UNDER MY HAND AND SEAL THIS 21ST DAY OF JUNE, 2024.

JAMES G. CANEFF  
ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 46225  
REGISTRATION VALID THROUGH NOVEMBER 30, 2025

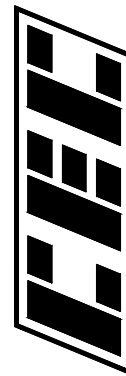


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REVISION RECORD

NO.	DATE	DESCRIPTION
1	02/01/2024	REVISED PER CITY REVIEW, DATED 01/10/2024

1230 East Diehl Road  
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Civil & Environmental  
Consultants, Inc.

M HOUSE 828 LLC  
1075 AND 1079 PARKSIDE ROAD  
NAPERVILLE, ILLINOIS 60540

COVER SHEET

DATE:	MAY 31, 2024	DRAWN BY:	MAJ
DWG SCALE:	AS NOTED	CHECKED BY:	JGC
PROJECT NO:	341-408	APPROVED BY:	JGC

DRAWING NO:

C000

SHEET 1 OF 12

CITY PROJECT NUMBER 24-10000047



**CITY OF NAPERVILLE**  
Address: 1081 & 26w028 Parkside Rd  
Last Revision Date: 6/21/2024  
Approval Date: 7/5/2024

### A. DEFINITIONS

### A. DEFINITIONS

- ## B. GOVERNING REGULATIONS

- ### C. REFERENCE STANDARDS AND SPECIFICATIONS

- #### D. CONTRACT GENERAL CONDITIONS

- ### E. QUALITY CONTROL OF MATERIALS

- ## 2. EXISTING CONDITIONS & SITE PREPARATION

### A. EXISTING CONDITIONS

- ## B. EXISTING UTILITIES

- ### C. EROSION / SEDIMENTATION CONTROL

- #### D. CONSTRUCTION ACCESS

- ### E. TRAFFIC CONTROL

- #### F. TEMPORARY CONSTRUCTION FENCING

- ## G. TREE AND LANDSCAPE PROTECTION

- ## MATERIAL DISPOSAL

- ## EARTHWORK OPERATIONS

## GENERAL

- ## SITE CLEARING

- ## TOPSOIL AND ROOTMAT REMOVAL

- ## EXCAVATION

- ## FILL PLACEMENT

- (6) Unsuitable Subgrade Conditions:

- FILL COMPACTION

- ## MOISTURE CONTROL

- ## GRADING TOLERANCES

- ## RESTORATION

- ## TOPSOIL PLACEMENT

- ## DISPOSAL OF MATERIALS

- (1) Surplus soil materials remaining after completion of fill placement and construction of berms shall be removed from the site and disposed of in legal manner, unless directed by the Owner to stockpile on-site for future use. Stockpile locations shall be as authorized by the Owner.
- (2) Removal and disposal of existing utility pipes and structures, construction debris, or other obstructions which interfere with proposed construction and which are not indicated in the Agreement between Owner and Contractor as a separately item shall be considered part of the normal earthwork operations.
- (3) Contractor shall be responsible for finding locations and obtaining approvals for the off-site disposal of demolition and construction debris, rubbish, pavement materials, shrubs, trees, and surplus, unsuitable excavated soil materials. Owner shall be advised, in writing, of the specific locations of all off-site disposal sites.

### A. GENERAL

### (1) REFERENCE SPECIFICATIONS

- ### B. SEPARATION OF WATER MAINS AND SEWERS

- ### C. SANITARY SEWERS SYSTEMS

- (1) See City of Naperville Department of Public Utilities (DPU) Water/Wastewater General Notes

#### D. STORM DRAINAGE SYSTEMS

- (1) See City of Naperville - Transportation, Engineering, and Development (TED) Business Group Plan Notes for Development Projects.

### E. WATER SUPPLY SYSTEMS

- (1) See City of Naperville - Department of Public Utilities (DPU) Water/Wastewater General Notes

## 5. PAVEMENT CONSTRUCTION

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- GENERAL**
- (1) All roadway, driveway, parking area, storage area, and sidewalk pavements (including curbs and shoulders) shall be constructed in accordance with the material and installation requirements of the current edition of the IDOT Standard Specifications, except where said requirements are modified by the following Project Technical Specifications.
- (2) Pavement markings and markers, and traffic control signs and devices, shall be provided, installed, and removed in accordance with the requirements of the IDOT Standard Specifications, except where said requirements are modified by the following Project Technical Specifications.
- PAVEMENT REPLACEMENT/REPAIR**
- (1) Existing pavements removed for excavation purposes or damaged by construction operations shall be removed and replaced in conformance to the material and construction requirements of the IDOT Standard Specifications and the requirements of the subsequent portions of this specification section.

[illegible]

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Civil &amp; Environmental Consultants, Inc.

**M HOUSE 828 LLC  
1075 AND 1079 PARKSIDE ROAD  
NAPERVILLE, ILLINOIS 60540**

DRAWING NO.: <b>C001</b>			
SPECIFICATIONS - 1			
DATE:	MAY 31, 2024	DRAWN BY:	MAJ
DWG SCALE:		CHECKED BY:	JGC
PROJECT NO:			341-408
APPROVED BY:			*JGC



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CITY OF NAPERVILLE

Address: 1081 & 26th St, Naperville, IL 60563

Last Revision Date: 02/12/2024

Approval Date: 7/5/2024



APPROVED

- (2) Asphalt and concrete pavements shall be sawcut prior to excavation. Damaged or jagged pavement edges shall be neatly sawcut and removed prior to installing new pavement.
- (3) Replacement material types and thickness shall be as indicated on the Plans.
- (4) Pavement repair limits shall be as indicated on the Plans. Pavement repairs outside of these limits shall be at the Contractor's expense.

C. SUBGRADE PREPARATION

- (1) Prior to placement of pavement material, all subgrade areas shall be proof-rolled to check for possible unsuitable or unstable soil conditions. Proof-rolling shall be witnessed by the Geotechnical Engineer. Should unsuitable or unstable material be encountered within pavement areas, unsuitable/unstable material shall be removed to a depth as described in the Earthwork Section of these Project Technical Specifications. Such materials shall be replaced with suitable structural fill material and compacted in place as specified by Geotechnical Engineer. When complete removal of the unsuitable material is not warranted or feasible, remedial procedures (as required by Geotechnical Engineer) shall be used.
- (2) Installed structural fill and excavated subgrade damaged by construction traffic, ponded water, or other causes within Contractor's control shall be replaced or repaired at Contractor's sole expense.

D. PAVEMENT MATERIALS

- (1) Various pavement types, materials, and thicknesses shall be as indicated on the Plans.
- (2) Aggregate base courses shall be Aggregate, Type B (100% crushed). Aggregate gradation shall be CA-6, except where permeable base course material gradation is specified on the Plans. Aggregate materials shall conform to IDOT Specifications Article 1004.04, except that the use of crushed concrete shall not be allowed.
- (3) Permeable base course material shall be Aggregate, Type C (100% crushed). Aggregate gradation shall be CA-7, except where alternate material gradation is specified on the Plans. Aggregate materials shall conform to IDOT Specifications Article 1004.04, except that the use of crushed concrete shall not be allowed.
- (4) Hot-mix asphalt (HMA) pavement materials and mixtures shall be in accordance with Sections 406, 407, 1030 and 1031 of the IDOT Standard Specifications.
- HMA Mixture Requirements
- | Item           | Mixture         | AC Type  | Volids |
|----------------|-----------------|----------|--------|
| Surface Course | HMA, Mix D, N50 | PG 64-22 | 4%     |
| Binder Course  | HMA, IL-19, N50 | PG 64-22 | 4%     |
- (5) Aggregate materials shall meet or exceed the following strength requirements:
- Aggregate, Type B (100% crushed) 80 IBR
- Granular Material, Type B 30 IBR
- (6) Binder and surface course mixtures may contain reclaimed asphalt pavement (RAP) material resulting from the cold milling or crushing of existing hot-mix asphalt (HMA) pavements. Use of RAP material in new pavement courses shall be in conformance with applicable IDOT requirements.
- (8) Bituminous prime coats shall be in accordance with IDOT Specifications Article 406.05. Application rates shall be as follows with the required rate to be as specified by Engineer:
- HMA binder or base - 0.05 to 0.10 gallons/S.Y.
- Aggregate base - 0.25 to 0.50 gallons/S.Y.

- (9) Portland cement concrete (PCC) for curbing, vehicle pavements, sidewalks and support slabs on-grade shall conform to IDOT requirements (3500 psi at 14 days, 5% to 8% air-entrainment) and shall be properly cured in-place. Vehicle pavements shall be Class PV. Curbing, sidewalks and support slabs shall be Class SL.
- (10) PCC curbing shall have expansion joints complete with dowel bars (AASHTO M227), dowel bar assemblies and preformed joint filler (AASHTO M213). PCC curbing shall contain continuous reinforcing bars (AASHTO M31).
- (11) Sub-base material under PCC pavements and curbing shall be Subgrade Granular Material, Type B (100% crushed).
- (12) PCC pavements other than sidewalks shall be provided with contraction, construction, and isolation joints complete with load transfer dowel assemblies, tie bars, and joint material (poured sealer, preformed filler, or elastomeric compression seal) as indicated on the Plans. Joint components, materials, and construction shall be in conformance to applicable IDOT Standard Specifications and IDOT Standard 420001.
- (13) Welded wire fabric shall be placed in PCC pavements where indicated on the Plans. Welded wire fabric shall conform to the requirements of AASHTO M55.
- (14) Where indicated on the Plans, PCC pavement shall be reinforced with polypropylene fibrillated fibers (ASTM C1116 Type 111, 4.1.3) specifically manufactured to an optimum gradation for use as concrete secondary reinforcement. Fibers shall be added to the concrete mix at the rate of 1.5 pounds per cubic yard. Mixing times and speeds shall be as specified in ASTM C94.

E. PAVEMENT MATERIAL QUALITY CONTROL

- (1) Hot Mix Asphalt Pavement
- (a) The HMA supplier shall provide a written certification that the HMA material conforms to the Project Technical Specifications.
- (b) Specified in-place percent compaction values shall be based on the representative laboratory densities provided by the HMA supplier for the various HMA design mixes to be installed.
- (c) The installation of all HMA pavement components (base, binder, and surface courses) and placement lifts shall be inspected and tested to verify compliance with the specified material compaction, temperature, and lift thickness requirements.
- (d) One in-place density test, to determine in-place percent compaction, shall be performed for each 2,000 square feet, or fraction thereof, of each lift of material placed during each day.
- (e) Measurements to determine HMA temperatures at time of compaction and lift thicknesses shall be performed on a periodic basis during the HMA installation operations. The number of temperature and lift measurements shall be not less than the number of density tests performed during the operations.
- (f) If the Project Technical Specifications require pavement cores of the completed work, one core shall be taken for each 4,000 square feet of the installed pavement area.
- (2) Portland Cement Concrete Pavement
- (a) The concrete supplier shall provide a written certification that the concrete mix is in accordance with the Project Technical Specifications.
- (b) Concrete delivered to the work site shall be field-tested before placement to verify that the slump, temperature, and air content values of the material complies with the Project Technical Specifications. Air content, slump, and temperature shall be performed each time a set of test cylinders is prepared. If the air content does not conform to the Project Technical Specifications, additional tests shall be performed on each truckload of concrete until the air content is determined to be within the specified tolerance range. If slump values exceed the maximum specified amount, when excessive variation in the workability of the concrete is observed, or when excessive crumbling or clumping is observed along the edges of slip-formed concrete, additional slump tests shall be performed on the same, or subsequent, truckloads until slump is determined to be within the specified tolerance range.
- (c) Representative samples of the concrete mix shall be placed in a set of five standard cylinders for compressive strength testing. The cylinder sets shall be delivered to the material testing laboratory within 32 hours of taking the samples. Two cylinders shall be tested for compressive strength 7 days after the samples were taken. Two cylinders shall be tested 14 days after the samples were taken. One cylinder shall be held in reserve. A sample set (five cylinders) for strength testing shall be taken for each class of concrete not less than once a day, nor less than once for each 100 cubic yards of each class of concrete poured in place.
- (d) Concrete delivered to the work site shall be subject to Governing Agency limitations for haul time and material temperature.

F. COMPACTION

- (1) Aggregate base course and HMA material shall be placed in layers and compacted. Layer thicknesses shall be as indicated in the applicable IDOT Standard Specifications for the various pavement components and materials. Where layer thickness variation is permitted, thicknesses installed shall be as determined by the Geotechnical Engineer to obtain required compaction and strength of material in place.
- (2) Aggregate base course and granular sub-base materials shall be compacted to not less than 95% maximum dry density determined in accordance with the Standard Proctor Method (ASTM D698).
- (3) Free-draining granular materials (porous granular embankment and permeable base course material) shall be placed and compacted as specified by the Geotechnical Engineer.
- (4) HMA binder and surface course mixtures, HMA base course, and HMA shoulder mixtures shall be placed and compacted in accordance with the requirements of the applicable IDOT Standard Specifications.
- (5) Aggregate base course material shall be graded and compacted the same day it is placed on the subgrade.

G. GRADING AND SURFACE TOLERANCES

- (1) Surface elevations of completed aggregate bases and sub-bases shall not exceed design surface elevations by more than 1/4 inch. Surface elevations less than design value shall be corrected by adding aggregate or by installing additional thickness of required HMA or PCC pavement material. Such additional HMA or PCC pavement shall be provided at Contractor's expense.
- (2) Allowable final surface variations of HMA and PCC pavements (tested with a 10-foot straightedge) shall not exceed 1/4 inch, but Engineer has the right to require corrective measures when variations less than the specified tolerance cause obvious drainage problems. Corrective measures required when the allowable variation is exceeded shall be as indicated in IDOT Specifications Articles 407.09 and 420.10.

H. PAVEMENT THICKNESS TOLERANCE

- (1) HMA pavements that have a thickness deficiency of more than 10% shall be removed and replaced if required by Engineer.
- (2) PCC pavements (including sidewalks and slabs on-grade) that have a thickness deficiency of more than 1/2 inch or 10% (whichever is less) shall be removed and replaced if required by Engineer.
- (3) Determination of pavement thickness shall be as indicated in IDOT Specifications Articles 407.10 (HMA) and 420.15 (PCC).
- (4) Thin pavement removal and replacement shall be at Contractor's expense.

I. PC CONCRETE PROTECTIVE COAT

- (1) PCC vehicle pavements and PCC sidewalks immediately adjacent to vehicle pavements shall be given a linseed oil mixture protective coat treatment (two coats, each at an application rate of not more than 50 S.Y. per gallon of

mixture) in accordance with IDOT Specifications Article 420.18 and Section 1023.

J. PC CONCRETE CURING

- (1) PCC pavement and sidewalks to receive a protective coat treatment shall be cured by means of Methods (1), (2), or (3) of IDOT Specifications Article 1020.13 (waterproof paper, polyethylene sheeting, or wetted burlap).
- (2) Concrete surfaces not to receive such treatment can be sealed with membrane curing compound - Method (4).
- (3) The curing period in all cases shall be at least 72 hours.
- (4) Hot or cold weather concrete curing methods and time periods shall be in accordance with ACI 305 and ACI 306 for hot and cold weather respectively.

K. PAVEMENT MARKINGS AND MARKERS

- (1) Pavement markings and markers shall be as indicated on the Plans. Parking spaces shall be defined with 4-inch-wide lines. Stop lines on private drives shall be 24 inches wide.
- (2) Pavement markings on driveways and parking areas shall be of a paint suitable for such use according to IDOT Standard Specifications. Materials, installation, and equipment shall meet the requirements of IDOT Standard Specifications Section 780. Required markings shall be as indicated on the Plans.
- (3) Pavement lane and auxiliary markings on public roadways shall be reflectorized thermoplastic material conforming to IDOT Standard Specifications. Materials, installation, and equipment shall meet the requirements of IDOT Standard Specifications Section 780.
- (4) Pavement marking words and symbols shall conform to the dimensions and spacing specified in the Illinois Manual on Uniform Traffic Control Devices and on IDOT Standard 780001.
- (5) Raised reflective pavement markers shall be provided where shown on the Plans. Marker materials and installation shall meet the requirements of IDOT Specifications Section 781.
- (6) Existing markings and markers shall be removed as necessary to delineate realigned traffic lanes. Removal shall be in accordance with IDOT Specifications Section 783.

L. ACCESSIBLE PARKING SPACES

- (1) Accessible parking spaces shall be in accordance with Illinois Accessibility Code requirements. Each space shall be 16 feet wide and be provided complete with a painted striped aisle (8 feet wide with diagonal 4-inch lines), a standard accessible symbol painted on the pavement, and standard post- or wall-mounted signs (R7-8 "reserved parking" with accessible symbol, R7-8a "van accessible" and R7-101 "S250 fine").
- (2) Required signs (R7-8, R7-8a and R7-101) shall be mounted on a post or wall located at the front center of the parking space, and no more than 5 feet horizontally from the front of the space. The bottom of the lowest sign shall be a minimum of 4 feet above finished grade.
- (3) Signposts shall conform to AASHTO and IDOT standards for "break-away" design.
- (4) The pavement area behind the white accessible symbol shall be painted blue. The markings outlining the space and the diagonals within the access aisle of the space shall be of yellow paint.
- (5) Pavement slopes across accessible parking stalls and adjoining access aisles shall be maximum 2%.

M. TRAFFIC CONTROL SIGNS

- (1) Traffic control signs shall be provided as indicated on the Plans. All signs shall conform to applicable size, material, and installation requirements of the Illinois Manual of Uniform Traffic Control Devices and IDOT Specifications Section 720. Signposts shall be in accordance to IDOT Standards 720011 and 729001 and IDOT Specifications Section 729.

6. SOIL EROSION / SEDIMENT CONTROL AND SITE RESTORATION MEASURES

A. GENERAL

- (1) Contractor shall take suitable and sufficient measures to control soil erosion and sedimentation due to construction and site development activities. These measures shall be in substantial conformance with the principles, practices, and standards described in the Illinois Environmental Protection Agency (IEPA) publication "Illinois Urban Manual."
- (2) Specific erosion/sediment control and restoration measures shall be as indicated on the Plans, as stated in these Project Technical Specifications, and as described in the "Storm Water Pollution Prevention Plan" (SWPPP, if required) prepared for the Project.
- (3) If disturbance exceeds 1 acre and a SWPPP has been prepared for the site, construction and site development work shall comply with the requirements and procedures of the NPDES (National Pollution Discharge Elimination System) Permit No. ILR10, issued by the IEPA for storm water discharge from construction site activities.
- (4) Site clearing and excavation shall not proceed until a phased program for performing all required construction and restoration activities is prepared by Contractor and approved by Engineer. The purpose of this program is to control erosion and sediment problems by minimizing the extent of areas subject to erosion during construction and establishing permanent ground covers as soon as possible. The program shall include preparation of site plans indicating planned sequence and extent of specific construction and restoration areas.
- (5) Contractor responsibilities shall include the maintenance and repair of all seeded, sodded, and planted surfaces until all specified vegetative covers within the project area are suitably established and erosion potential has ceased.
- (6) Construction dewatering operations shall be designed and operated so that water discharged from the project site will meet State of Illinois water quality standards, as set forth in Title 35, Subtitle C, Chapter I, Part 302, Subpart B, Illinois Administrative Code.
- (7) Installation and maintenance of all required erosion/sediment control and restoration measures shall be subject to inspection by the Governing Agency. Deficient conditions shall be corrected when required by the Governing Agency.

B. STABILIZATION PRACTICES

- (1) Contractor shall limit removal of existing vegetated ground covers only to areas absolutely required to perform the project work. Structural sediment barriers shall be installed at the construction limits of the site as indicated on the Plans. Vegetation within areas that are protected by barrier fencing on the Plans shall not be disturbed during construction.
- (2) Exposed soil surfaces shall be stabilized with vegetation and/or protective mulches or blankets. If conditions prevent effective use or placement of such measures, then the installation of structural controls such as sediment barrier fencing and sediment traps will be required.
- (3) Surface stabilization measures shall be initiated immediately after earthwork operations have permanently ceased or have temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. Stabilization of disturbed areas must be initiated within 1 working day of permanent or temporary cessation of earth disturbing activities and shall be completed as soon as possible but not later than 14 days from the initiation of stabilization work in an area.
- (4) If construction activity is anticipated to temporarily halt for a period of less than 14 calendar days, then surface stabilization measures do not have to be initiated on that portion of the site as long as the site conforms to the erosion and sediment control requirements of the Plans, SWPPP, and ILR10 permit. Where the initiation of surface stabilization measures by the specified time after construction activity temporarily or permanently ceases is precluded by weather conditions, stabilization measures shall be initiated as soon as practicable.
- (5) Temporary seeding shall be employed when necessary due to seasonal limitations or temporary work stoppages. When seasonal weather conditions prevent seeding, sodding, or planting operations, sloped surfaces shall be blanketed or mulched with suitable material as a means of temporary erosion protection.
- (6) Areas with permanent vegetative cover seeding shall be protected by applied mulch or erosion control blankets.

C. SEDIMENT BARRIERS

- (1) Temporary sediment barriers shall be installed where indicated on the Plans and maintained until soil surfaces have been stabilized with grass or other types of permanent cover. Such barriers shall be silt fences, compost filter socks, coir fiber logs, or other devices as indicated on the Plans.
- (2) Work area perimeter temporary sediment barriers shall be installed prior to the start of site disturbance and earthwork operations.
- (3) Storm sewer systems shall be installed as soon as earthwork operations permit. Drainage structures shall be graded to a subgrade level 12 inches below the structure rim to create temporary sediment traps unless otherwise indicated on the Plans.
- (4) Geotextile filter fabric sediment barriers shall be installed over casting grades of drainage structures that receive surface runoff. Silt fence or compost filter sock barriers shall be placed around drainage structures where the use of filter fabric barriers over the grade is ineffective or not feasible and where silt fences or filter socks are indicated on the Plans. Structures requiring sediment barriers, and the types of barriers to be provided, shall be as indicated on the Plans.
- (5) All sediment barriers shall be replaced or cleaned as necessary during construction when they become clogged or ineffective. All sediment traps shall be cleaned periodically during construction to allow them to operate effectively.

D. CONSTRUCTION INGRESS-EGRESS

- (1) Construction ingress-egress shall be limited to defined paved driveway connections to adjacent public roadways or where indicated on the Plans. Construction exits shall be cleaned daily, as needed to prevent the spread of mud or debris on the public road pavement. Mud and debris shall be cleared from public roads whenever it occurs and as required by the Public Roadway Authority.
- (2) Private roadways, driveways, parking lots, etc., used by construction vehicles and equipment shall be cleaned of mud and debris daily as needed to keep the pavements clean of such materials.
- (3) Temporary aggregate pavements for ingress-egress of construction vehicles shall be installed where indicated on the Plans. These pavements shall be maintained and repaired by Contractor as necessary to enable use by vehicles during the entire construction project.
- (4) Temporary pavement thickness, aggregate gradation, and geotextile fabric underlayment to be provided shall be as indicated on the Plans.
- (5) The upper 6 inches of temporary aggregate access pavements shall be removed upon completion of construction activities and replaced with 6 inches of topsoil, graded to match the adjacent topography, and restored in accordance with the Plans.

E. WATER DIVERSION AND DEWATERING

- (1) Methods for diverting water flow, controlling groundwater, and removing stormwater from work sites shall include erosion and sediment control measures as necessary to prevent erosion at pump discharge locations and to minimize the discharge of settleable solids.
- (2) Stone or concrete block riprap protection, or other filtering measures, shall be provided at discharge locations when deemed necessary by Engineer.
- (3) Sediment traps or water removal sump pits shall be provided when required by Engineer.

F. DUST CONTROL

- (1) When dust blowing from construction sites may become a traffic hazard or a danger to the health or comfort to persons downwind, it shall be controlled either permanently or temporarily depending upon the state of development of the site. Dust control measures shall be taken when required by Governing Agency or directed by Engineer.
- (2) Dust problems from active construction areas shall be kept under control by means of watering dry surfaces and/or the application of calcium chloride. Application and repetition rates shall be as necessary for effective control.
- (3) When dust problems occur from disturbed areas, watering and/or calcium chloride are not effective, and weather conditions prevent effective erosion control seeding, such areas shall be stabilized by the application of chemical tackifiers such as "MARLOC" (Reclamore Co.) or "Soil Seal" (Soil Seal Corp.). Application rates and procedures shall be in accordance with manufacturer's recommendations.
- (4) In the event of severe dust problems, the Governing Agency may stop such dust-producing activities until the problem is resolved.

G. SOIL STOCKPILES

- (1) Soil stockpiles shall be located to prevent sediment runoff into watercourses and drainage systems, or onto adjacent roadways and properties, and, if shown, shall be placed where indicated on the Plans. Stormwater runoff from soil stockpiles shall include erosion control devices as necessary to prevent erosion or sedimentation.
- (2) Soil stockpiles to remain in place more than 15 days shall be surrounded with a sediment barrier fence unless runoff from the stockpile area drains directly to a constructed sediment trap.
- (3) Soil stockpiles that will remain in place longer than 60 days shall be stabilized with temporary erosion control seeding (seed and mulch) within 15 days after construction of the stockpile.

H. UNVEGETATED AREAS

- (1) Unvegetated areas expected to remain unpaved or unrestored for longer than 60 days shall be stabilized with temporary erosion control seeding and mulching within 15 days after earthwork operations have ceased.
- (2) If unvegetated areas are to remain unpaved or unrestored for less than 60 days, sediment barrier fences or excavated sediment traps shall be installed if Engineer determines that sediment runoff will affect adjacent areas.
- (3) Unvegetated steep slopes shall be protected by hydromulching the exposed ground with a Bonded Fiber Matrix, Stabilized Fiber Matrix, or Flexible Growth Medium product (applied at rates recommended by the product manufacturer for the site conditions) when such protection is indicated on the Plans or required by Engineer. Other unvegetated steep slope protection, if required, shall be as indicated on the Plans.

I. TOPSOIL PLACEMENT AND VEGETATIVE COVER

- (1) Weather conditions permitting, topsoil shall be placed and graded within each defined construction area as soon as practical upon completion of cut and fill operations within that area.
- (2) Seeding, planting and erosion protection operations to establish permanent vegetative ground cover shall be performed within 1 day after topsoil placement, whenever weather conditions are adequate for such work.
- (3) Temporary erosion control measures shall remain in place until upland areas are permanently vegetated whereby a minimum of 70% of every square yard seeded is covered with a uniform stand of vegetation in a live, healthy condition and erosion potential no longer exists.

J. DRAINAGE OUTLETS AND OVERFLOWS

- (1) Erosion protection (stone riprap, concrete block masonry, or other specified method) shall be provided at drainage pipe outlets and stormwater basin overflows immediately following installation of the outlet/overflow structures.

K. DRAINAGE CHANNELS AND SWALES

- (1) Drainage channel and swales shall be stabilized and protected with the installation of aggregate trench checks, a cellular confinement system, seeding, and/or turf reinforcement mat where and as indicated on the Plans.

L. EROSION CONTROL SEEDING AND MULCHING

- (1) Areas which may not be at final grade but will remain undisturbed for longer than 60 days (including soil stockpile areas) shall be seeded and/or mulched, as required by Engineer, within 15 days of stoppage of construction activities within the area.
- (2) Seed mixture to be used for temporary erosion control seeding of excavated, filled, graded, or otherwise disturbed areas shall be IDOT Class 7 - 114 lbs. / acre.
- (3) Seed mixtures should be applied mechanically so that the seeds are planted at a depth of 1/4 to 1/2 inch. If the seed is broadcast or hydroseeded, secondary raking or harrowing is required.
- (4) Seeded areas shall be protected with a wood / cellulose fiber mulch containing a pre-blended chemical tackifier. Mulch application rate shall be 2,000 lbs. per acre (minimum). Tackifier rate shall be as recommended by the product manufacturer.
- (5) When indicated on the Plans or required by Engineer, seeded slopes shall be protected by hydromulching the areas with a Bonded Fiber Matrix, Stabilized Fiber Matrix or Flexible Growth Medium product applied at a rate recommended by the product manufacturer for the site conditions. The type of product to be used shall be as indicated on the Plans or determined by Engineer. Other slope protection, if required, shall be as indicated on the Plans.
- (6) When seasonal weather conditions or construction operations prevent seeding, sodding, or planting operations for a prolonged period (as determined by Engineer), exposed soil slopes shall be protected by hydromulching the areas with a Bonded Fiber Matrix, Stabilized Fiber Matrix or Flexible Growth Medium product applied at a rate recommended by the product manufacturer for the site conditions. The type of product to be used shall be as determined by Engineer.

M. PERMANENT VEGETATIVE COVERS

- (1) Vegetative ground covers shall be provided, installed, and protected in accordance with the Plans.
- (2) Vegetative areas (other than lawns) damaged by construction activities, but not within the Project disturbed limits, shall be seeded with IDOT Class 1B Seed Mixture (200 lbs. / acre); unless a different type of seed mixture is indicated on the Plans to match the original conditions. These seeded areas shall be protected with a wood / cellulose fiber mulch (2,000 lbs. / acre) containing a preblended chemical tackifier.
- (3) Lawn areas damaged by construction activities shall be restored with turf grass sod to match original conditions.

N. EROSION CONTROL BLANKETS

- (1) Seeded areas shall be covered with erosion control blankets where indicated on the Plans and where specifically required by Engineer. These blankets shall be placed within 24 hours of seeding.
- (2) Erosion control blankets shall be of one or more of the following types and shall be as specified on the Plans or in these Project Technical Specifications. Installation shall be in accordance with manufacturer recommendations and requirements.

Type 1: Knitted straw fiber blanket with attached photodegradable plastic top and bottom nets: North American Green S150 or equivalent.

Type 2: Mat of wood fiber material with attached photodegradable plastic top and bottom nets: American Excelsior Company Currex II or equivalent.

Type 3: Knitted straw and coconut fiber blanket with a UV stabilized polypropylene top net and a photodegradable bottom net: North American Green SC150 or equivalent.

Type 4: Knitted coconut fiber blanket with a turf reinforcement mat of UV stabilized polypropylene material and top and bottom UV stabilized polypropylene nets: North American Green C350 or equivalent.

- (3) Contractor shall be responsible for maintaining the blankets in place until a satisfactory stand of vegetation is established.

O. PERMANENT TURF REINFORCEMENT MATS

- (1) As a means of permanent erosion protection, specific seeded areas shall be covered with turf reinforcement mats (polypropylene fiber matrix product) where indicated on the Plans and where required by Engineer. These mats shall be placed within 24 hours of seeding.
- (2) Turf reinforcement mats shall be of one or more types (with or without netting and straw / coconut fiber blanket layers) as specified on the Plans. Installation shall be in accordance with manufacturer recommendations and requirements.
- (3) Contractor shall be responsible for maintaining the mats in place until a satisfactory stand of vegetation is established.

P. SODDING

- (1) Grass areas removed or damaged by construction activities shall be restored with sod and maintained until the sod is knitted to the soil. Disturbed grass areas shall be sodded except where other measures are indicated on the Plans or required by Engineer.
- (2) Sodding (including fertilizing) shall be in accordance with Section 252 of the IDOT Standard Specifications, as applicable to this project and as specified herein. Sod material shall be in accordance with Article 1081.03. It is specifically noted that sod grown on soil high in organic material such as peat will not be acceptable.

- (3) After required topsoil has been placed and graded, the areas to be sodded shall be thoroughly tilled to a depth of at least 3 inches by disking, harrowing, or other approved methods until the condition of the soil is acceptable to Engineer. If as a result of a rain, a crust is formed over the prepared surface, the surface shall again be placed in a suitable condition for placing sod.
- (4) All soil surfaces shall be moist when the sod is placed. When directed by Engineer, Contractor shall be required to apply water to dry soil surfaces at a minimum rate of one gallon per square yard immediately prior to placing the sod.
- (5) Fertilizer shall be applied uniformly at a rate of 90 pounds of Nitrogen (N), 54 pounds of available Phosphoric (P2O5), and 36 pounds of Soluble Potash (K2O) per acre; and shall be incorporated into the soil to a depth of at least 3 inches by disking, harrowing or other approved methods acceptable to Engineer. The incorporation of fertilizer may be a part of the tillage operation specified above.
- (6) Contractor shall have complete responsibility for watering sodded areas (number, schedule, and rates of applications) as necessary to prevent death or damage of sod material due to lack of water during the time period between sod placement and when the sod becomes knitted to the soil and is growing in place.
- (7) If Contractor does not water the sod within 24 hours after notification that the sod is showing damage due to lack of water, Owner reserves the right to engage another contractor to do the work and the cost thereof will be deducted from the monies payable to Contractor for the cost of sodding. Contractor will not be relieved of the responsibility for defective sod or unsatisfactory growing of sod due to the hiring of another contractor by Owner for watering the sod.
- (8) If Contractor desires to use water from hydrants, it shall make application to the proper authority, and shall conform to the municipal ordinances, rules, or regulations concerning their use. Water obtained from hydrants shall be at Contractor's expense.
- (9) Contractor shall be responsible for the maintenance of all areas sodded under the contract, including necessary watering and reseedling, and for the satisfactory establishment of knitted sod grass on all sodded areas until final acceptance of the work. In the event that the length of time between sodding and final acceptance is insufficient for Engineer to determine that acceptable growth is established, final acceptance of the work will not be made until the following growing season or until such time that the grass cover can be appraised as satisfactory.
- (10) Approval and acceptance of sodded areas will require that a minimum of 80% of every square yard seeded be covered with a uniform stand of vegetation in a live, healthy condition and be firmly knitted to the soil. Defective or unacceptable sod shall be removed, replaced and watered at Contractor's expense.
- (11) Only areas within the defined construction limits that are authorized for topsoil replacement will be considered for payment for sodding. All other grass areas that are damaged by construction operations shall be sodded and restored at Contractor's expense and will not be paid for separately.
- (12) Unless defined otherwise in the Agreement between Owner and Contractor, this work will be paid for at the contract unit price per square yard for sodding, which price shall be payment in full for all fertilizer and sod materials and all labor and equipment necessary to perform and complete sodding operations, including watering and other maintenance activities necessary to establish a satisfactory grass cover. Fertilizer nutrients will not be paid for separately and shall be included in the contract unit price for this work.


Q. PERMANENT SEEDING

- (1) Where indicated on the Plans, vegetative areas disturbed by construction activities shall be restored by the proper application of fertilizer nutrients, seed mixture, and protective mulch or blanket, and maintenance of said areas until a satisfactory stand of vegetation is established.
- (2) Seeding including fertilizing and mulching shall be in accordance with Sections 250 and 251 of the IDOT Standard Specifications, as applicable to this project and as specified herein.
- (3) Seed mixtures and application rates shall be as indicated on the Plans. Application rates for dormant seeding shall be at least 150% of specified rates.
- (4) Contractor shall submit lists of all materials (seeds, fertilizer, mulches and blankets) and proposed application rates to Engineer for approval prior to starting any seeding work. Contractor shall also submit (to Engineer) a list of equipment to be used in performing this work, prior to starting any such work.
- (5) After required topsoil has been placed and graded, the areas to be seeded shall be thoroughly tilled to a depth of at least 3 inches by disking, harrowing, or other approved methods until the condition of the soil is acceptable to Engineer. If as a result of a rain, a crust is formed over the prepared surface, the surface shall again be placed in a suitable condition for seed planting.
- (6) Fertilizer shall be applied uniformly at a rate of 90 pounds each of Nitrogen (N), available Phosphoric (P2O5), and Soluble Potash (K2O) per acre; and shall be incorporated into the soil to a depth of at least 3 inches by disking, harrowing or other approved methods acceptable to Engineer. The incorporation of fertilizer may be a part of the tillage operation specified above. Fertilizer nutrients and seed shall be applied in two separate operations.
- (7) Seed mixture shall be applied so that the seeds are planted at a depth of 1/4 to 1/2 inch. If the seed is placed by broadcasting or hydro-seeding rather than planted to proper depth by mechanical means, raking, harrowing or rolling with a corrugated roller shall be required.
- (8) Seeded areas shall be covered with mulch products, erosion control blankets, or turf reinforcement mats within 24 hours of seeding. The methods of protection to be used shall be as indicated on the Plans.
- (9) Mulching shall be by machine application of wood / cellulose fiber mulch (containing a preblended chemical tackifier) applied as a slurry of 2,000 pounds of mulch and not less than 2,000 gallons of water per acre. Mulching shall not be applied concurrently with seeding. Other mulching products and methods (such as Bonded Fiber Matrix, Stabilized Fiber Matrix and Flexible Growth Medium) shall be used where specifically indicated on the Plans.
- (10) Seasonal seeding operations shall take place between March 15 and September 30 and only after specific authorization by the Engineer. Dormant seeding, if authorized, shall take place between November 1 and March 1. Seeding outside of these two time frames may be performed provided the Contractor guarantees a minimum of 75 percent growth over the entire seeded area after a period of establishment.
- (11) Contractor shall have complete responsibility for watering seeded areas (number, schedule, and rates of applications) as necessary to prevent death or damage of seeds and new vegetation due to lack of water, during the time period between seeding and when the vegetation becomes rooted in the soil and is growing in place.
- (12) If Contractor does not water the seed and vegetation within 24 hours after notification that the seed and vegetation are showing damage due to lack of water, Owner reserves the right to engage another contractor to do the work and the cost thereof will be deducted from the monies payable to Contractor for the cost of seeding. Contractor will not be relieved of the responsibility for defective seed or unsatisfactory growing of seed due to the hiring of another contractor by Owner for watering the seed.
- (13) If Contractor desires to use water from hydrants, it shall make application to the proper authority, and shall conform to the municipal ordinances, rules, or regulations concerning their use. Water obtained from hydrants shall be at Contractor's expense.
- (14) Contractor shall be responsible for the maintenance of all areas seeded under the contract, including all necessary watering, reseedling, and remulching and for the satisfactory growth of vegetation on all seeded areas until final acceptance of the work. In the event that the length of time between seeding and final acceptance is insufficient for Engineer to determine that acceptable growth is established, final acceptance of the work will not be made until the following growing season or until such time that the vegetation cover can be appraised as satisfactory.
- (15) Approval and acceptance of seeded areas will require that a minimum of 80% of every square yard seeded be covered with a uniform stand of vegetation in a live, healthy condition. Reseeding, remulching, and watering of unacceptable areas shall be at Contractor's expense.
- (16) Only areas within the defined construction limits that are authorized for topsoil replacement will be considered for payment for seeding. All other vegetation areas that are damaged by construction operations shall be seeded and restored at Contractor's expense.
- (17) Unless defined otherwise in the Agreement between Owner and Contractor, this work will be paid for at the contract unit prices per square yard for seeding and for mulching, which prices shall be payment in full for all seed, fertilizer, and mulch materials and all labor and equipment necessary to perform and complete grass seeding and mulching operations, including watering and other maintenance activities necessary to establish a satisfactory grass cover. Fertilizer nutrients will not be paid for separately and shall be included in the contract unit price for seeding.

REVISION RECORD

NO.	DATE	DESCRIPTION
1	6/21/2024	NO REVISIONS THIS SHEET

1230 East Diehl Road  
Suite 200  
Naperville, IL 60563  
Ph: 630.963.6026  
www.cccinc.com



Civil & Environmental Consultants, Inc.

SPECIFICATIONS - 2

DRAWING NO.:  
**C002**

DATE: MAY 31, 2024  
DWG SCALE: JGC  
PROJECT NO: 341-408  
APPROVED BY: JGC

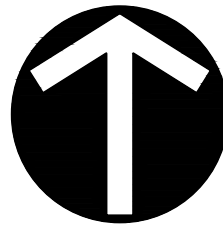
MAJ  
JGC  
NONE  
JGC

SHEET 3 OF 12

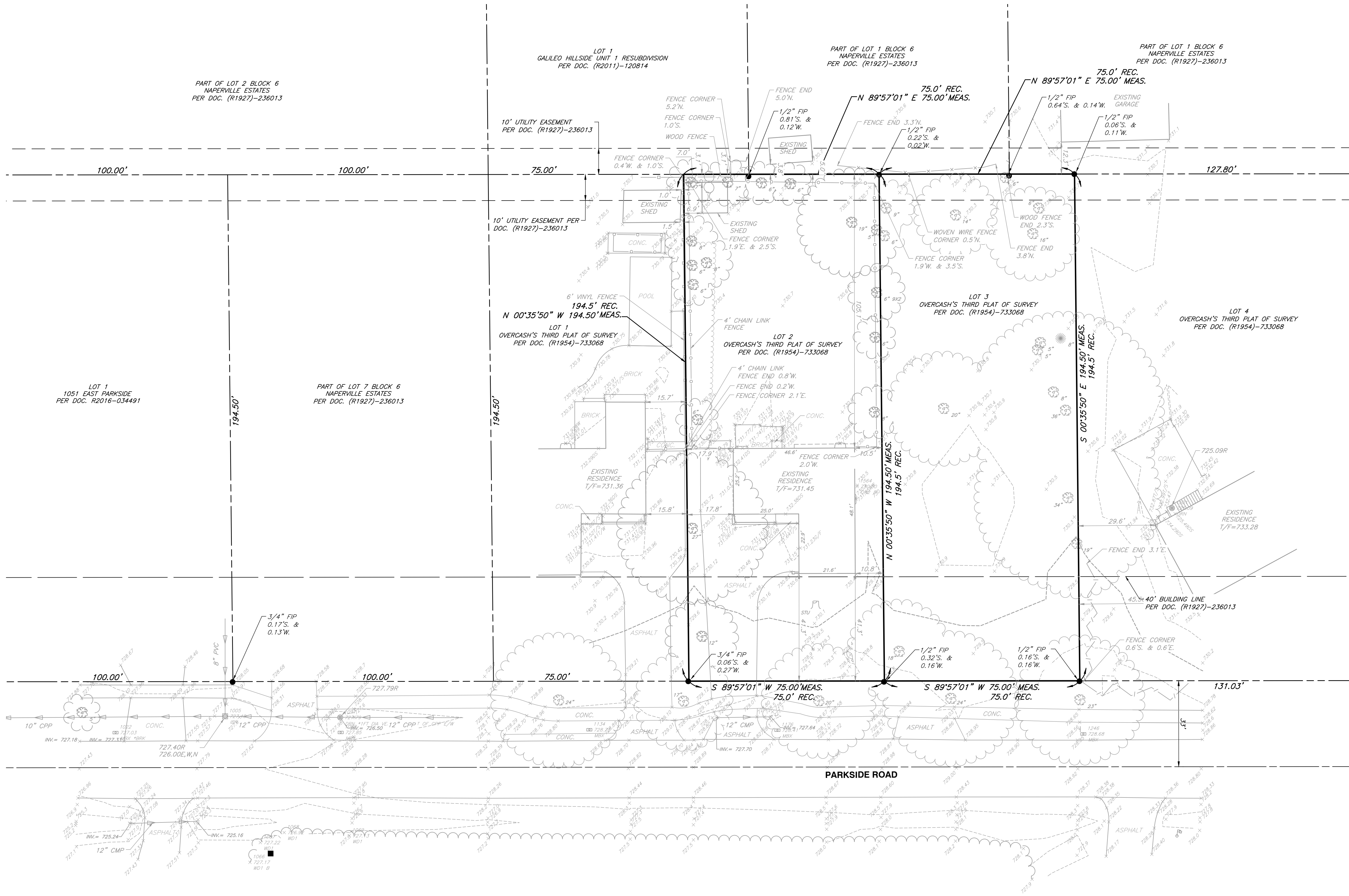








CITY OF NAPERVILLE  
Address: 1081 & 25th St  
Last Revision Date: 02/1/2024  
Approval Date: 7/5/2024



- REFERENCE**
- EXISTING CONDITIONS ARE BASED UPON FIELD OBSERVATIONS MADE ON MARCH 15, 2024 BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
  - FIELD DATUM: ILLINOIS STATE PLANE NSRS 2011, EAST ZONE- US SURVEY FOOT CITY OF NAPERVILLE DATUM NAVD 88.
  - UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON FIELD OBSERVATIONS, ATLAS MAPS PROVIDED BY THE CITY OF NAPERVILLE AND THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR CONTRACT WITH THE CITY OF NAPERVILLE.

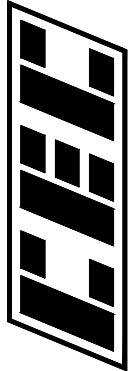


**EXISTING CONDITIONS**

DRAWING NO.:  
**C100**

DATE: MAY 31, 2024  
DRAWN BY: MAJ  
JGC  
PROJECT NO.: 341-408  
APPROVED BY: JGC

**M HOUSE 828 LLC  
1075 AND 1079 PARKSIDE ROAD  
NAPERVILLE, ILLINOIS 60540**

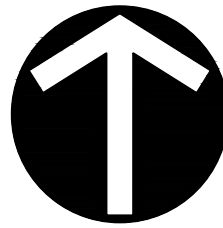


Civil & Environmental  
Consultants, Inc.

1230 East Diehl Road  
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Naperville, IL 60563  
Ph: 630.963.6026  
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REVISION RECORD	
NO	DATE
1	02/01/2024
NO REVISIONS THIS SHEET	





NORTH

CITY OF NAPERVILLE

Address: 1081 & 25th St  
Last Revision Date: 02/12/2024  
Approval Date: 7/5/2024



#### DEMOLITION LEGEND

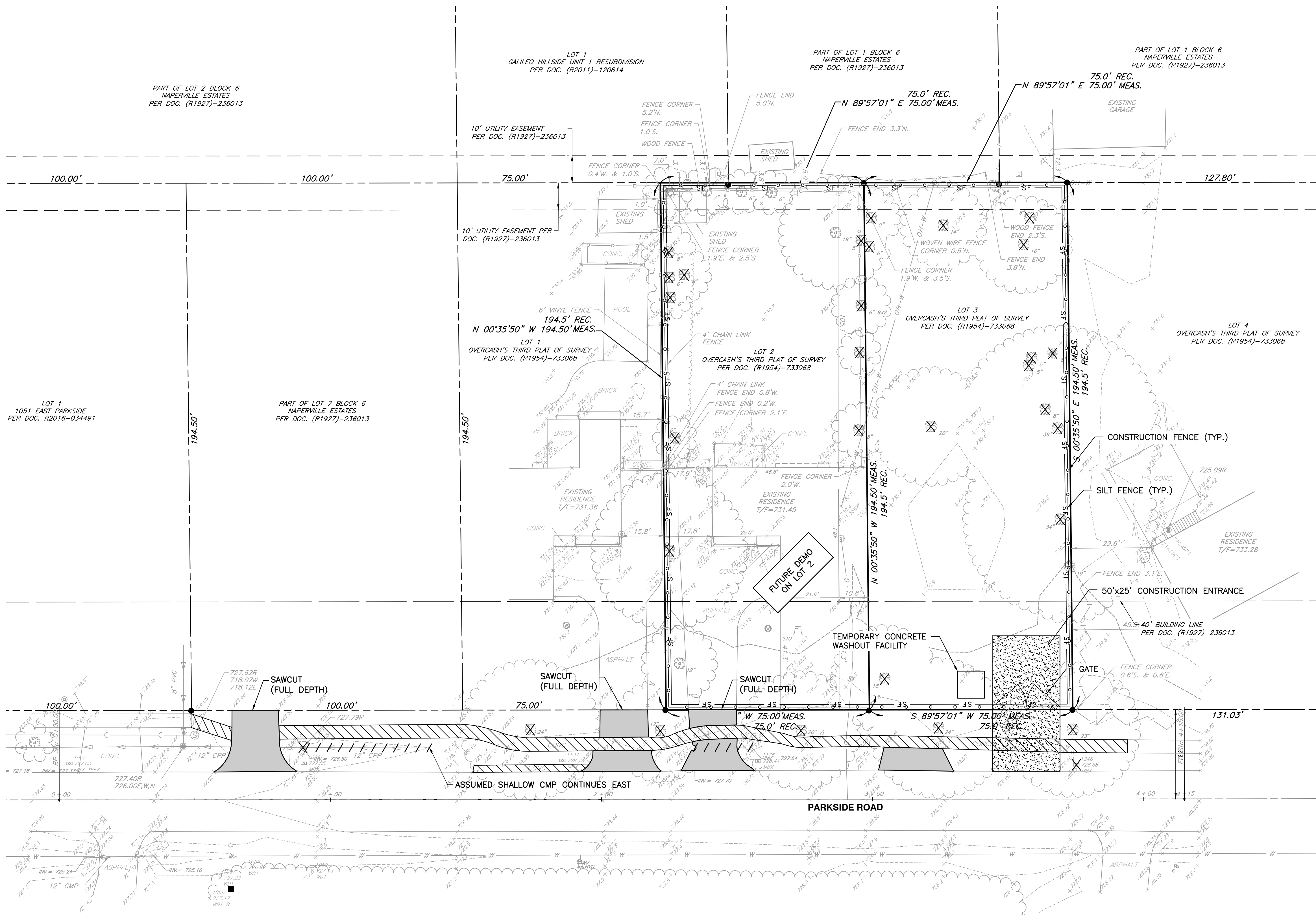
- BITUMINOUS PAVEMENT REMOVAL
- INDICATES CONCRETE ITEM OR UTILITY SERVICE TO BE REMOVED
- INDICATES UTILITY STRUCTURE, LIGHT STANDARD FOUNDATION, OR TREE TO BE REMOVED
- SILT FENCE
- CONSTRUCTION FENCE (CHAIN LINK)

#### DEMOLITION NOTES

- ALL PAVEMENTS, UTILITIES, TREES, ETC. WITHIN THE SUBJECT PROPERTY SHALL BE COMPLETELY REMOVED. REMOVAL ITEMS SHOWN OUTSIDE OF THE PROPERTY LIMITS ARE APPROXIMATE AND MAY OR MAY NOT CONSTITUTE ALL WORK NECESSARY TO CONSTRUCT THE PROJECT. REMOVAL OF PUBLIC SIDEWALKS, ROADWAYS, DRIVEWAYS, CURB & GUTTER, PUBLIC UTILITIES, ETC., SHALL BE STAGED BY THE CONTRACTOR WITH CONCURRENCE FROM THE OWNER, ENGINEER, AND THE CITY OF NAPERVILLE STAFF.
- TRENCHES, WITHIN PROPOSED PAVED OR BUILDING PAD AREAS, RESULTING FROM THE REMOVAL OF EXISTING UTILITIES SHALL BE BACKFILLED IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF ART. 550.07 OF THE IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- ALL EXISTING PAVEMENT WITHIN THE CONSTRUCTION LIMITS, INCLUDING BITUMINOUS PAVEMENT, DRIVEWAYS, ACCESS ROADS, CONCRETE SLABS, AND SIDEWALKS SHALL BE COMPLETELY REMOVED. AGGREGATE MATERIALS APPROVED AS SUITABLE FILL BY THE SOILS ENGINEER SHALL BE SET ASIDE FOR FUTURE PLACEMENT.
- ALL TREES WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED. TREE STUMPS AND/OR ROOT BALLS SHALL BE COMPLETELY REMOVED. TREES TO REMAIN SHALL BE PROTECTED FROM CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO FINALIZING HIS BID FOR TREE REMOVAL.
- THE DURATION OF THE PUBLIC SIDEWALK CLOSURE (IF REQUIRED) SHALL BE KEPT TO A MINIMUM. SIDEWALK CLOSURE SHALL BE IN ACCORDANCE WITH IDOT STANDARD 701801.
- THE CONTRACTOR SHALL COORDINATE WITH THE VARIOUS UTILITY COMPANIES TO INSURE THAT SERVICE IS PROVIDED TO ADJACENT PROPERTIES DURING CONSTRUCTION. ALL MATERIAL, EXCEPT THAT BELONGING TO A PUBLIC UTILITY COMPANY OR DEVOTED FOR SALVAGE, SHALL BECOME THE PROPERTY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISCONNECTING ALL UTILITIES IN COMPLIANCE WITH LOCAL REQUIREMENTS.
- EXISTING UTILITY LOCATIONS ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES THAT ARE INTENDED TO CONTINUE TO PROVIDE SERVICE WHETHER THESE UTILITIES ARE SHOWN ON THE PLANS OR NOT.
- ALL DEBRIS FROM DEMOLITION SHALL BE HAULED OFF SITE AND DISPOSED OF BY LEGAL MEANS.
- ALL WORK SHALL BE DONE IN GENERAL ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS CONTAINED IN THE MUNICIPAL "SOIL EROSION AND SEDIMENTATION CONTROL" ORDINANCE. THE CONTRACTOR SHALL INSTALL THE NECESSARY EROSION AND SEDIMENTATION CONTROL DEVICES THAT WILL PROTECT THE EXISTING STORM SEWERS, PUBLIC ROADWAYS, AND ADJACENT PROPERTIES FROM SEDIMENT THAT MAY ARISE FROM THE PROPOSED DEMOLITION AND/OR CONSTRUCTION. DEVICES SHALL INCLUDE SILT FENCE, FILTER BASKETS INSERTED INTO DRAINAGE STRUCTS FOR CONSTRUCTION ENTRANCE, PAVEMENT CLEANING, ETC. THE COST OF THIS WORK WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
- DURING DEWATERING OPERATIONS, WATER WILL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. CONCRETE TRUCKS SHALL NOT BE PERMITTED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON SITE. SPECIFIC AREAS FOR THIS ACTIVITY SHALL BE DESIGNATED BY THE CONTRACTOR AND PROVIDED WITH ADEQUATE SILLATION BASINS AND OTHER FACILITIES TO ASSURE THAT DISCHARGE IS CONTAINED AND CLEANSED BEFORE ENTERING THE RECEIVING STORM SEWER SYSTEM.
- ALL ADJACENT STREETS SHOULD BE KEPT CLEAR OF MUD/DEBRIS. THE CONTRACTOR SHALL INSPECT THE STREETS DAILY AND CLEAN THEM AS NECESSARY.
- A TEMPORARY CHAIN-LINK CONSTRUCTION FENCE AND GATE ARE SHOWN AT THE PROPOSED CONSTRUCTION ENTRANCE. THE FENCE WILL BE REMOVED AND REPLACED AS REQUIRED TO ALLOW FOR UTILITY INSTALLATIONS, ROADWAY WORK, ETC. DURING WORKING HOURS BUT SHALL BE REINSTALLED AT THE END OF EACH DAY TO PROVIDE A SECURE CONSTRUCTION SITE. PLACEMENT OF THE TEMPORARY CONSTRUCTION FENCE/GATE SHALL NOT IMPEDE INGRESS/EGRESS.

#### REFERENCE

- EXISTING CONDITIONS ARE BASED UPON FIELD OBSERVATIONS MADE ON MARCH 15, 2024 BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
- FIELD DATUM: ILLINOIS STATE PLANE NSRS 2011, EAST ZONE- US SURVEY FOOT CITY OF NAPERVILLE DATUM NAVD 88.
- UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON FIELD OBSERVATIONS, ATLAS MAPS PROVIDED BY THE CITY OF NAPERVILLE AND THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR CONTRACT WITH THE CITY OF NAPERVILLE.

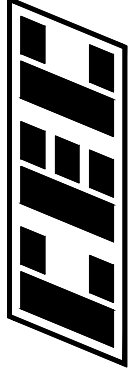


SCALE IN FEET  
0 20 40

#### REVISION RECORD

NO.	DATE	DESCRIPTION
1	02/12/24	NO REVISIONS THIS SHEET

1230 East Diehl Road  
Suite 200  
Naperville, IL 60563  
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www.ccecinc.com



Civil & Environmental  
Consultants, Inc.

M HOUSE 828 LLC  
1075 AND 1079 PARKSIDE ROAD  
NAPERVILLE, ILLINOIS 60540

#### DEMOLITION PLAN

DATE:	MAY 31, 2024	DRAWN BY:	MAJ
DWG SCALE:	1" = 20'	CHECKED BY:	JGC
PROJECT NO:	341-408	APPROVED BY:	JGC

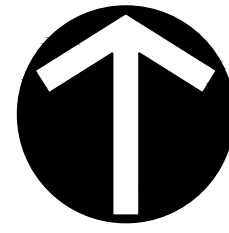
DRAWING NO:

C101

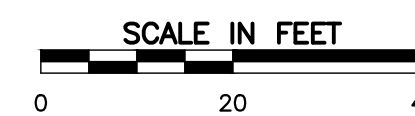
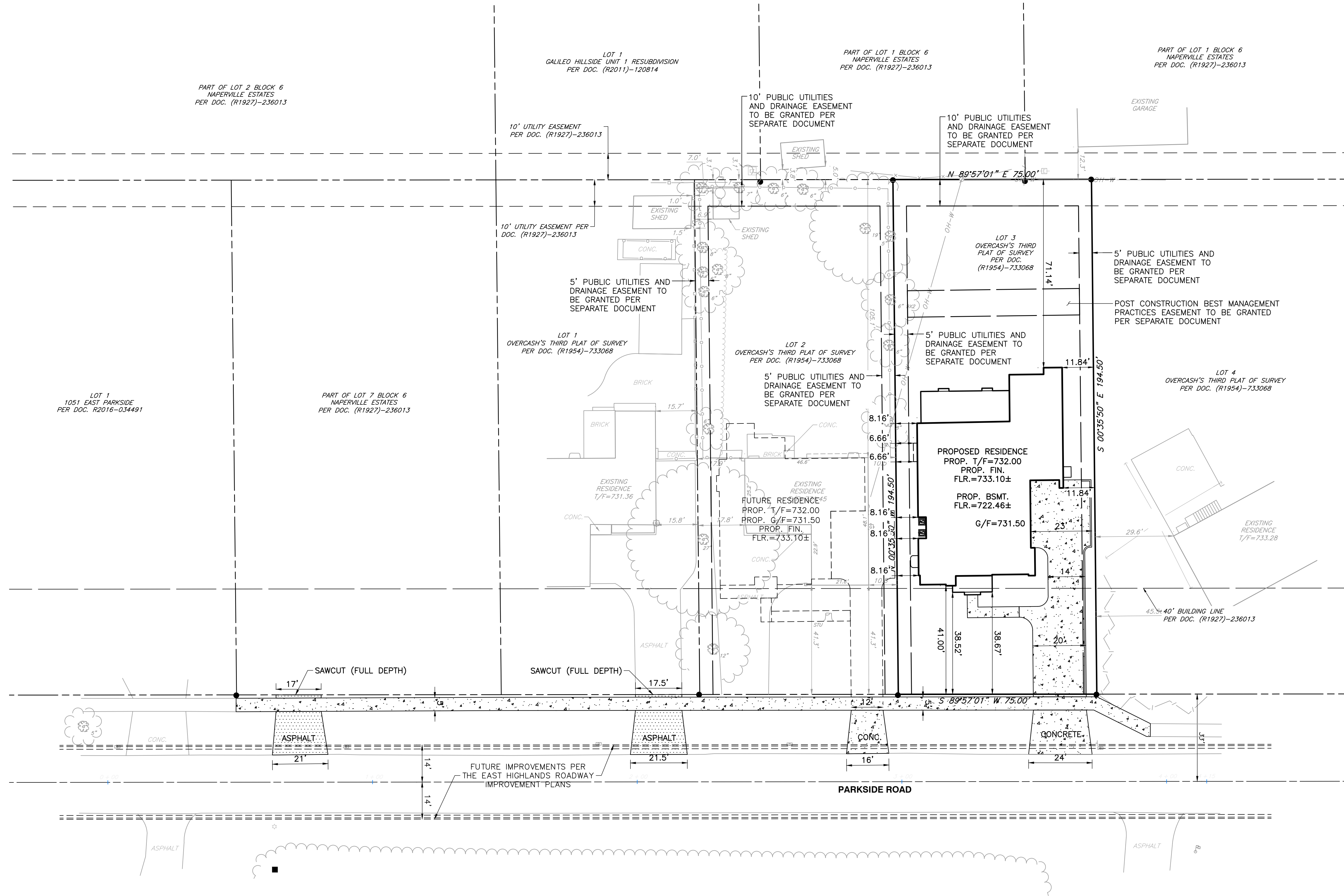
SHEET 6 OF 12



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**CITY OF NAPERVILLE**  
Address: 1081 & 25th028 Parkside Rd  
Last Revision Date: 6/21/2024  
Approval Date: 7/5/2024



**REVISION RECORD**

NO.	DATE	DESCRIPTION
1	6/21/2024	REVISED PER CITY REVIEW, DATED 6/14/2024

1230 East Diehl Road  
Suite 200  
Naperville, IL 60563  
Ph: 630.963.6026  
www.cecinc.com



**M HOUSE 828 LLC**  
**1075 AND 1079 PARKSIDE ROAD**  
**NAPERVILLE, ILLINOIS 60540**

**DIMENSION PLAN**

DRAWING NO.:

**C200**

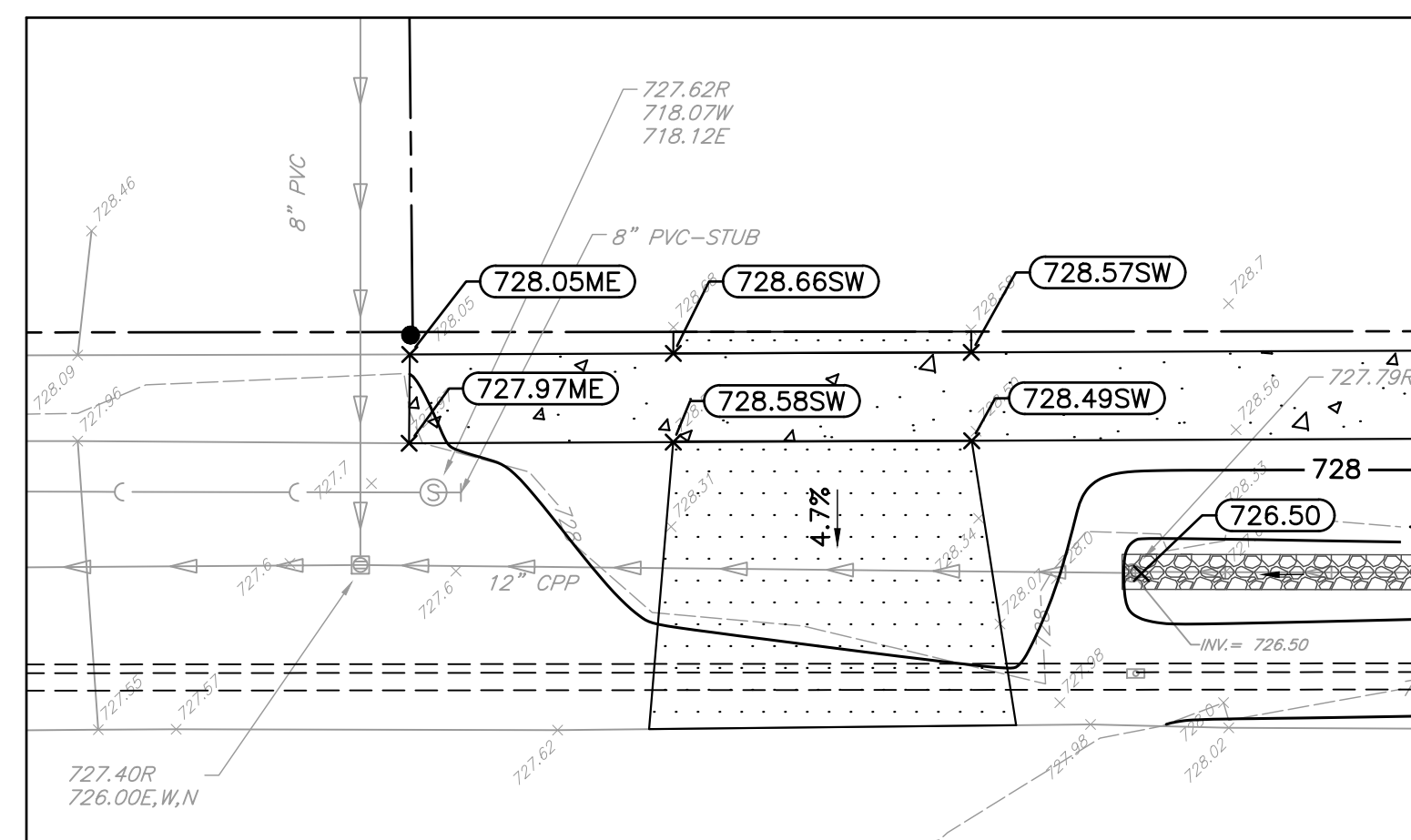
SHEET 7 OF 12

DATE:	MAY 31, 2024	DRAWN BY:	MAJ
DWG SCALE:	1" = 20'	CHECKED BY:	JGC
PROJECT NO.:	341-408	APPROVED BY:	JGC

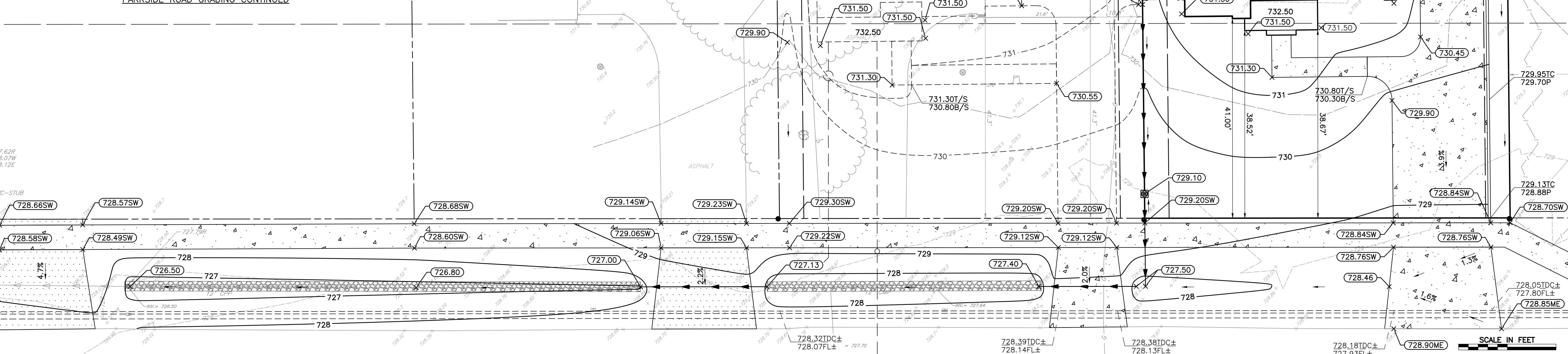




PART OF LOT 7 BLOCK 6  
NAPERVILLE ESTATES  
PER DOC. (R1927)-236013



PARKSIDE ROAD GRADING CONTINUED



SCALE IN FEET

DRAWING NO.:

# C300

DATE:	MAY 31, 2024	DRAWN BY:	MAJ
FIG SCALE:	1" = 10'	CHECKED BY:	JGC
PROJECT NO:	341-408		
APPROVED BY:	*JGC		

## GRADING PLAN

DATE:	MAY 31, 2024	DRAWN BY:	MAJ
FIG SCALE:	1" = 10'	CHECKED BY:	JGC
PROJECT NO:	341-408		
APPROVED BY:	*JGC		

**M HOUSE 828 LLC  
1075 AND 1079 PARKSIDE ROAD  
NAPERVILLE, ILLINOIS 60540**



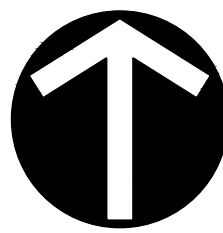
**H&H**  
Civil & Environmental  
Consultants, Inc.

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Naperville, IL 60563  
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[www.cecinc.com](http://www.cecinc.com)

[illegible]

REVISION RECORD





CITY OF NAPERVILLE  
Address: 1081 & 26th St  
Last Revision Date: 6/21/2024  
Approval Date: 7/5/2024



GENERAL NOTES:

- THIS PLAN MAY BE RELEASED FOR FOIA REQUESTS.
- CEC IS NOT RESPONSIBLE FOR CONSTRUCTION SITE SAFETY.
- DRIVEWAY WIDTH SHALL NOT EXCEED 20' AT R.O.W. LINE.
- MAXIMUM SIDE SLOPE SHALL BE 4:1.
- BUILDING ENVELOPE IS BASED ON THE EXTENSION OF THE OUTSIDE WALLS OF THE FOUNDATION BUT MAY NOT INCLUDE SMALLER FEATURES SUCH AS CORNER BUMP-OUTS. SEE ARCHITECTURAL PLANS FOR FOUNDATION PLAN DIMENSIONS.
- THE PROPOSED SANITARY SERVICE SHALL BE 6" PVC SDR 26 @ 1.00% MINIMUM.
- AN OVERHEAD SANITARY SEWER SERVICE AND EJECTOR PIT ARE REQUIRED.
- ALL WORK MUST BE PERFORMED BY A LICENSED PLUMBER AND INSPECTED BY THE CITY OF NAPERVILLE. A RIGHT-OF-WAY PERMIT IS REQUIRED FOR ANY WORK PERFORMED IN THE RIGHT-OF-WAY OR UTILITIES EASEMENT.
- SEE SHEET C101 FOR CONSTRUCTION ENTRANCE.
- PROPOSED WATER SERVICE PRESSURE TAP WITH CORPORATION STOP IN ACCORDANCE WITH CITY REQUIREMENTS. INSTALL/PUSH TYPE "K" COPPER WATER 1-1/2" SERVICE WITH B-BOX UNDERNEATH ROADWAY. CONTRACTOR TO FIELD VERIFY LOCATION OF WATER MAIN AND ANY UTILITY CROSSINGS PRIOR TO CONSTRUCTION. RESTORE PARKWAY IN KIND. CONTACT CITY OF NAPERVILLE PUBLIC WORKS AT (630) 420-6095 FOR REQUIREMENTS AND INSPECTIONS.
- $730.4 + \frac{729.5}{2} = 730.0$  AVERAGE DATUM POINT
- A CONCRETE WASHOUT AREA SHOULD BE PROVIDED ON-SITE. CONCRETE CANNOT BE WASHED OUT INTO THE PUBLIC RIGHT-OF-WAY OR STORM SEWER SYSTEM.
- EXISTING AND PROPOSED STORM SEWER STRUCTURES MUST BE PROTECTED FROM DEBRIS AND SEDIMENT DURING CONSTRUCTION WITH FLEX STORM/INLET FILTERS.
- IF THE DRIVEWAY APRON IS MODIFIED TO ANY SURFACE OTHER THAN ASPHALT OR STANDARD CONCRETE, THE DEVELOPER WILL NEED TO SUBMIT A COPY OF THE CITY'S COVENANT AGREEMENT PRIOR TO FINAL INSPECTION.
- ALL DOWNSPOUTS SHALL BE DIRECTED AWAY FROM ADJACENT HOMES AND TOWARDS THE FRONT OR REAR OF THE PROPERTY. BUBBLERS SHALL BE A MINIMUM OF 15 FEET FROM SIDEWALK AND A MINIMUM OF 3 FEET FROM THE PROPERTY LINE.
- ANY SIDEWALK THAT IS DAMAGED OR NOT ADA COMPLIANT MUST BE REPLACED PRIOR TO FINAL INSPECTION APPROVAL.
- THE CONTRACTOR SHALL FIELD VERIFY THE DEPTH, SIZE, CONDITION AND LOCATION OF EXISTING UTILITIES THAT MAY BE IMPACTED BY THE CONSTRUCTION. NOTIFY THE DESIGN ENGINEER IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS.
- TREE PROTECTION MUST BE PROVIDED FOR TREES WITHIN THE CONSTRUCTION AREA AND ANY TREES ACROSS THE ROADWAY WHICH MAY BE IMPACTED BY UTILITY CONNECTIONS.
- EXISTING HOUSE, SIDEWALKS, FENCES, DRIVEWAY AND SHEDS TO BE REMOVED AND ALL RESULTING CONSTRUCTION DEBRIS TO BE DISPOSED OF LEGALLY AND SAFELY OFFSITE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND OR OVERHEAD UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING THE CONSTRUCTION SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY AND THE OWNER, OR REPLACED.
- ANY OPEN EXCAVATIONS, OR POTENTIALLY DANGEROUS AREAS SHALL BE FENCED OR GUARDED IN AN ACCEPTABLE MANNER AT THE END OF EACH DAY FOR THE PROTECTION OF THE CONTRACTOR'S EMPLOYEES AND GENERAL PUBLIC SAFETY.
- CONTRACTOR SHALL ENSURE ADJACENT ROADS REMAIN CLEAR AND FREE OF CONSTRUCTION DEBRIS AT ALL TIMES.
- CONTRACTOR IS RESPONSIBLE FOR COMPARING ENGINEERING PLANS TO ARCHITECTS PLANS. ANY DISCREPANCY MUST BE CLARIFIED BY THE ENGINEER AND ARCHITECT PRIOR TO CONSTRUCTION.
- A PERMIT MAY BE REQUIRED FOR CERTAIN ADDITIONAL INSTALLATIONS (POOL, PATIO, DECK, ETC.).
- A TREE REMOVAL PERMIT IS REQUIRED FOR ANY TREE REMOVAL IN THE PUBLIC RIGHT-OF-WAY.
- DOCUMENTATION WILL BE REQUIRED TO BE SUBMITTED WITH THE FINAL GRADING SURVEY TO DEMONSTRATE THAT THE BMP IS RESTRICTED BY AN EASEMENT.

PERVIOUS/IMPERVIOUS CALCULATIONS:

	IMPERVIOUS AREA	PERVIOUS AREA	PROJECT AREA
EXISTING	0 S.F.	14,587 S.F.	14,587 S.F.
PROPOSED	5,432 S.F.	9,155 S.F.	14,587 S.F.
NET INCREASE	5,432 S.F.		

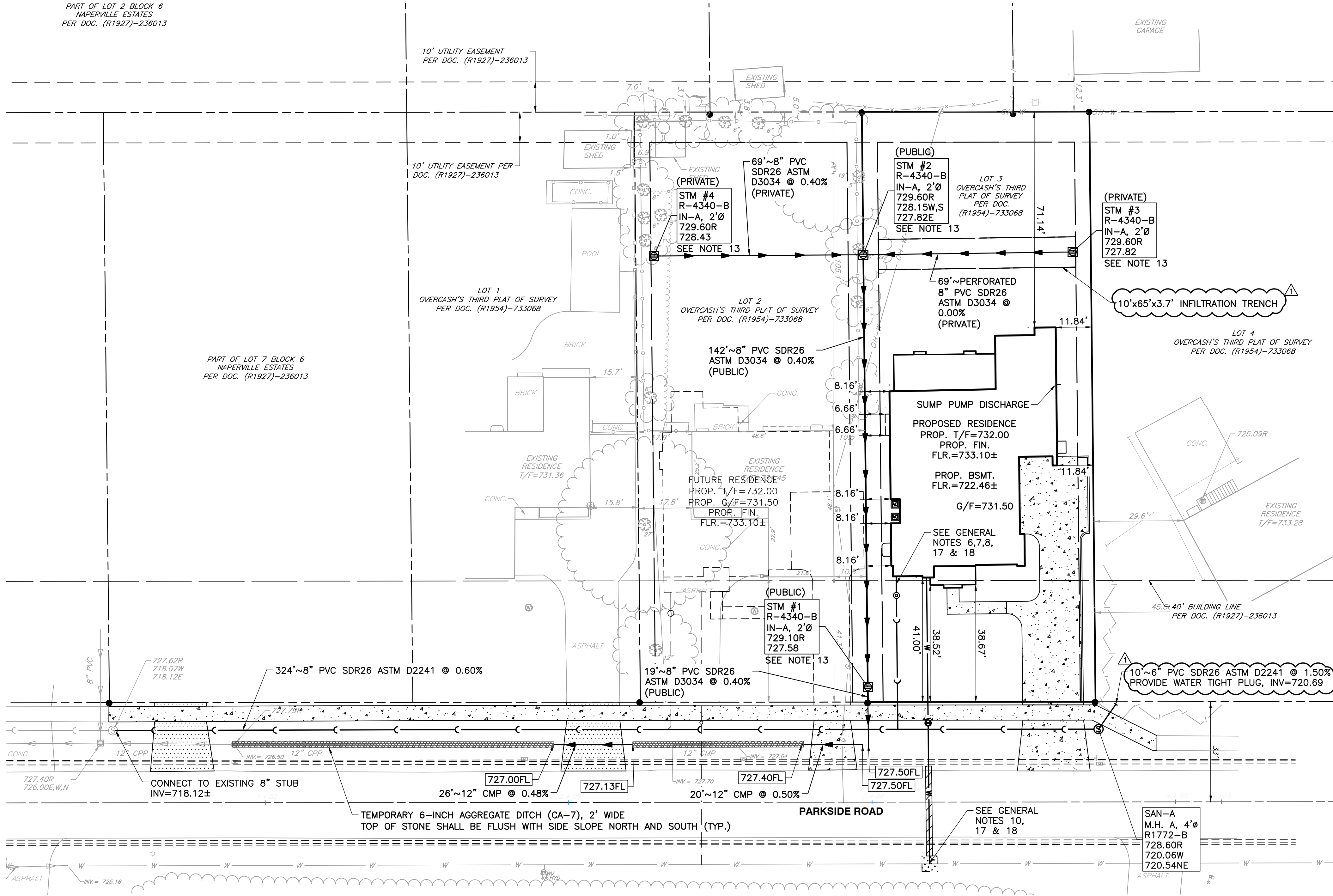
ASSUME 8,200 S.F. OF NEW IMPERVIOUS AREA  
(POTENTIAL FUTURE IMPROVEMENTS)

$8,200 \text{ S.F.} \times 1.25 \text{ IN.} \times (1 \text{ FT.}/12 \text{ IN.}) = 854 \text{ CU.FT. OF RUNOFF}$

$854 \text{ CU.FT.} \times (1 \text{ CU.FT. OF STONE}/0.36 \text{ VOID SPACE}) = 2,372 \text{ CU.FT. OF STONE}$

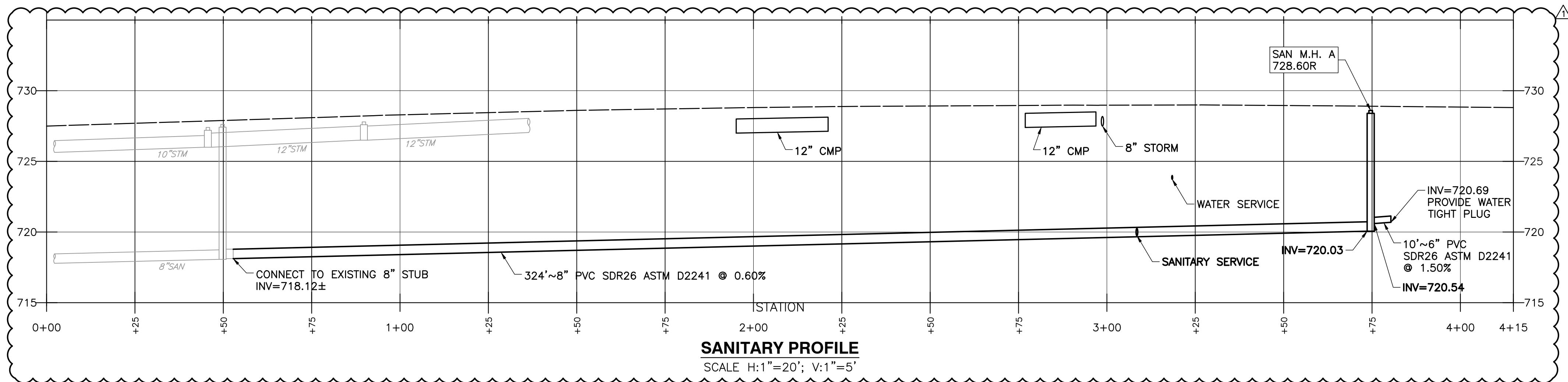
$10' \text{ W} \times 65' \text{ L} \times 3.7' \text{ D} = 2,405 \text{ CU.FT. PROVIDED}$

PART OF LOT 2 BLOCK 6  
NAPERVILLE ESTATES  
PER DOC. (R1927)-236013



EXISTING IMPERVIOUS:  
AREA=0 S.F.  
1"=40'

PROPOSED IMPERVIOUS:  
AREA=5,432 S.F.  
1"=40'



SANITARY PROFILE  
SCALE H:1"=20'; V:1"=5'

SCALE IN FEET  
0 20 40

REVISION RECORD

NO.	DATE	DESCRIPTION
1	6/21/2024	REVISED PER CITY REVIEW, DATED 6/14/2024

1230 East Diehl Road  
Suite 200  
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Ph: 630.963.6026  
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Civil & Environmental  
Consultants, Inc.

M HOUSE 828 LLC  
1075 AND 1079 PARKSIDE ROAD  
NAPERVILLE, ILLINOIS 60540

UTILITY PLAN & PROFILE

DATE:	MAY 31, 2024	DRAWN BY:	MAJ
DWG SCALE:	1" = 20'	CHECKED BY:	JGC
PROJECT NO:	341-408	APPROVED BY:	JGC

DRAWING NO.:  
**C500**



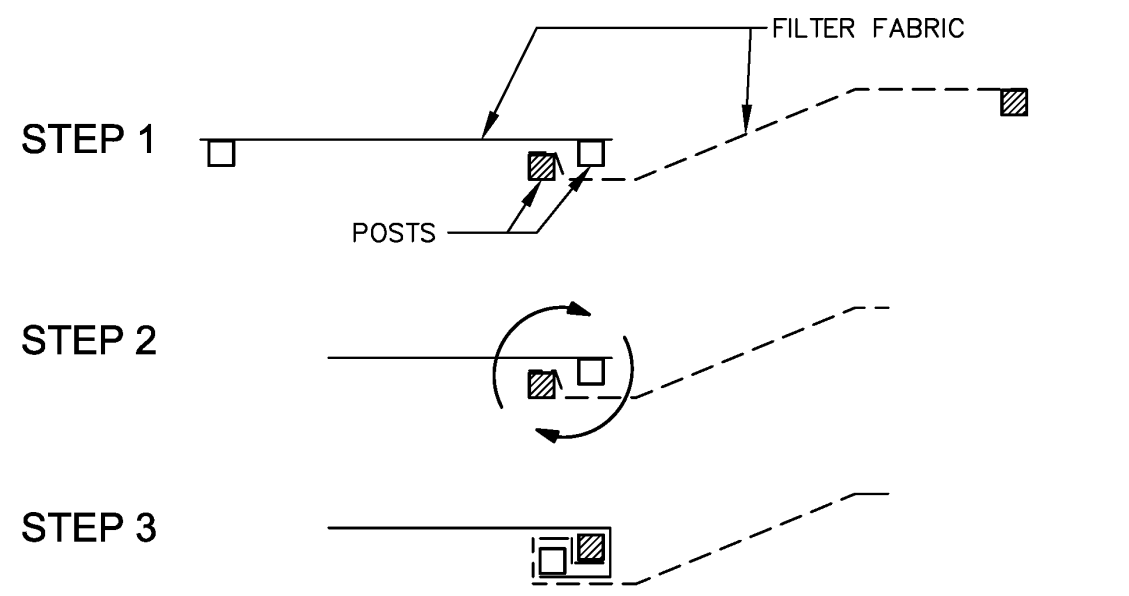








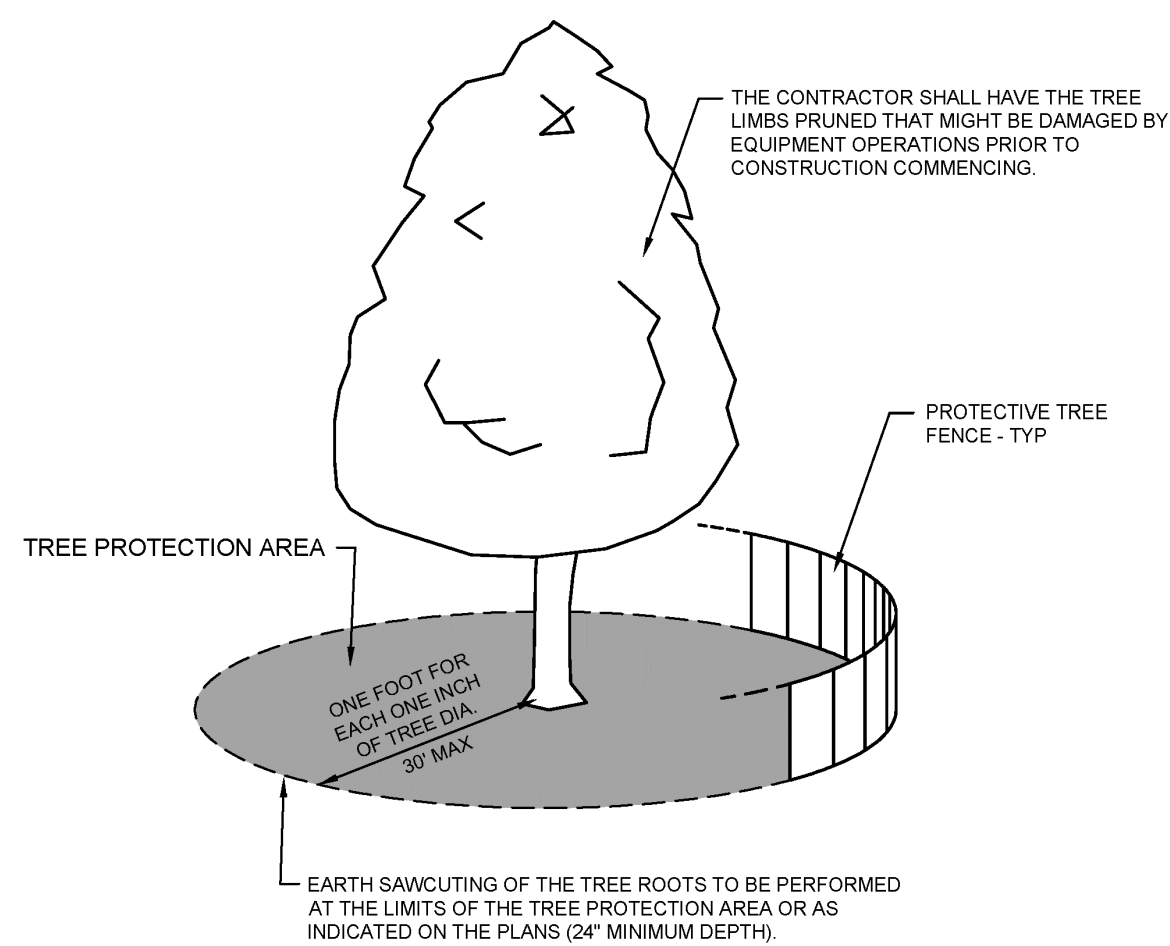
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- STEPS FOR THE ATTACHMENT OF TWO SILT FENCES:
1. PLACE THE END POST OF THE SECOND FENCE INSIDE THE END POST OF THE FIRST FENCE.
  2. ROTATE BOTH POSTS AT LEAST 180 DEGREES IN A CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC MATERIAL.
  3. DRIVE BOTH POSTS A MINIMUM OF 18 INCHES INTO THE GROUND AND BURY THE FLAP.

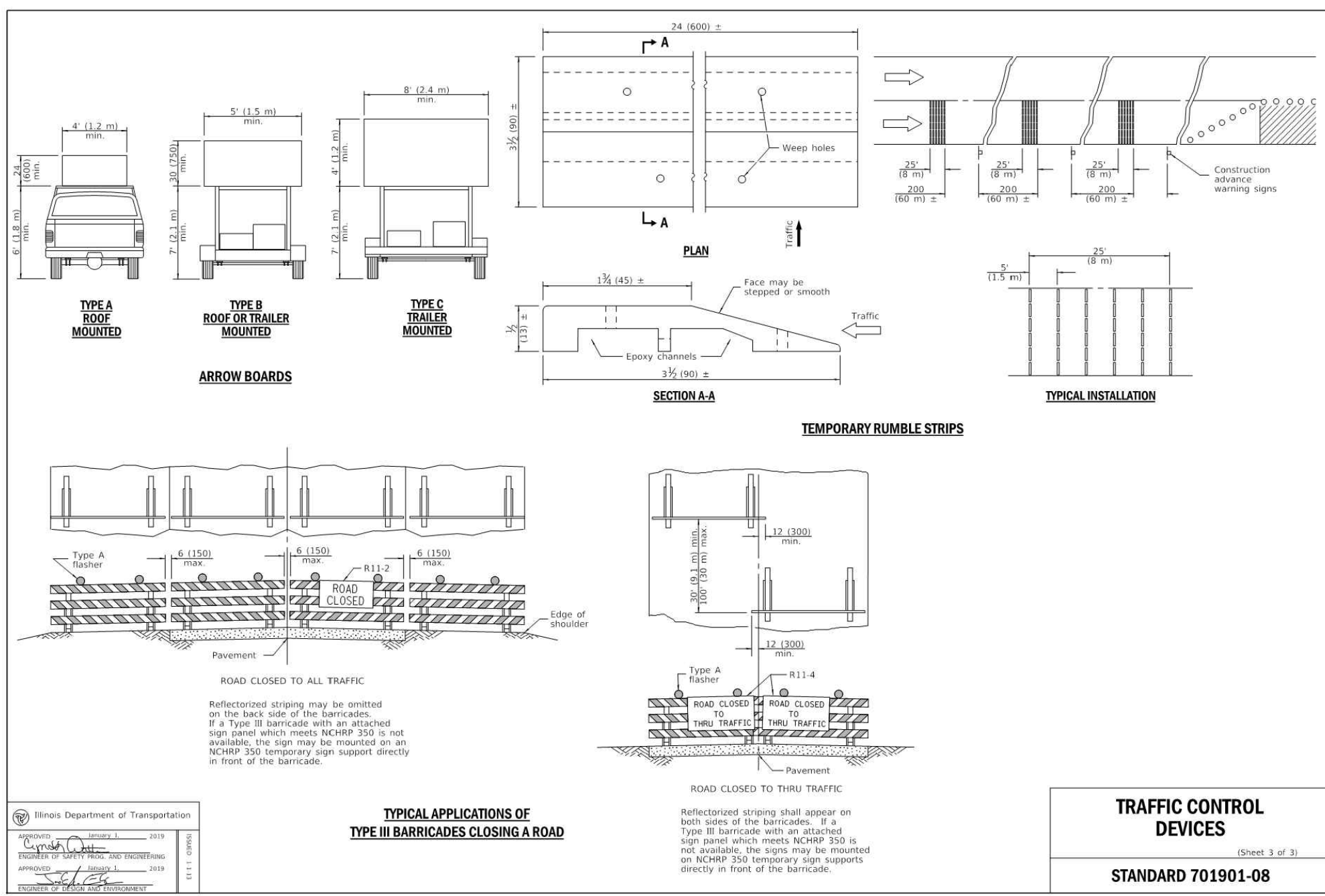
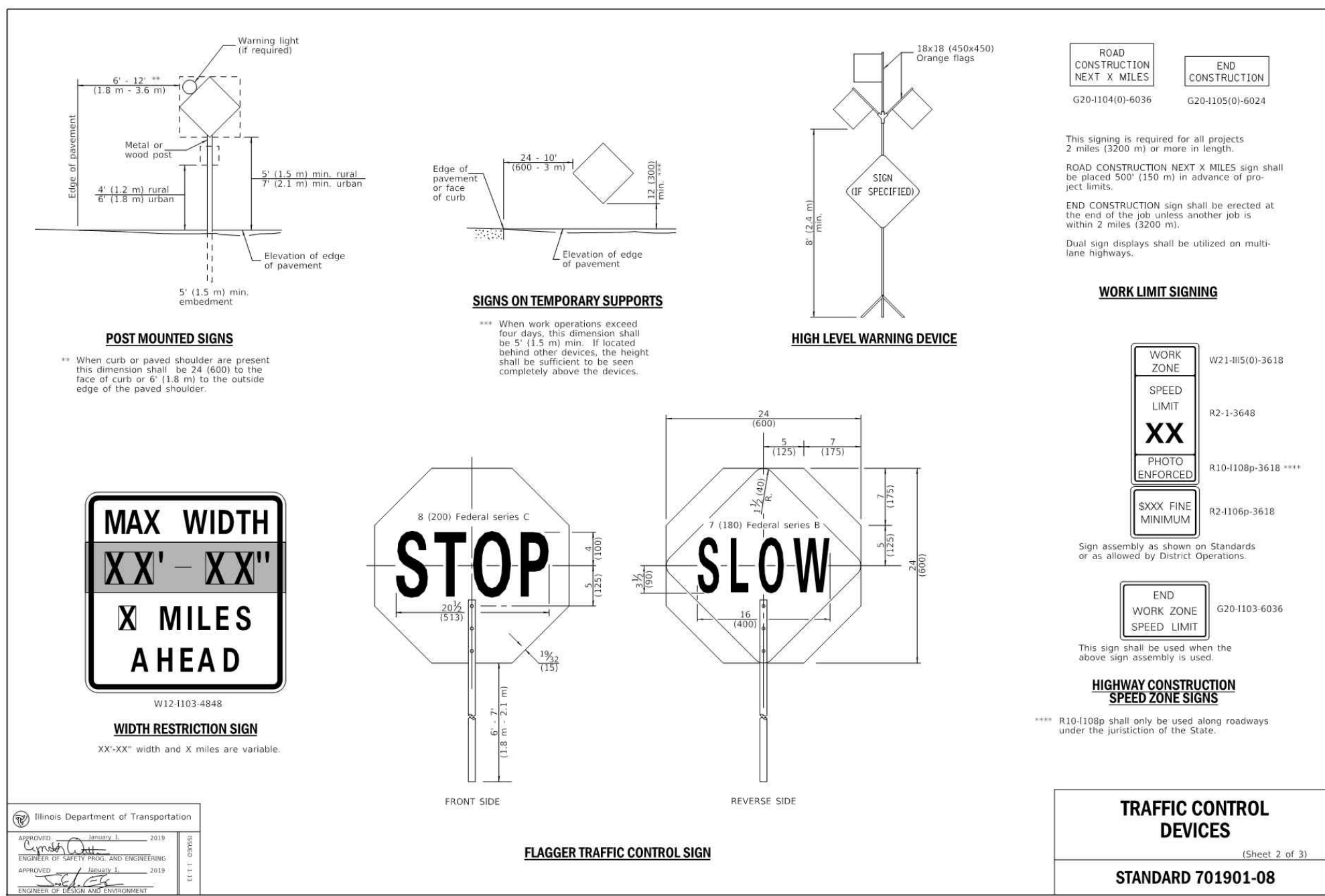
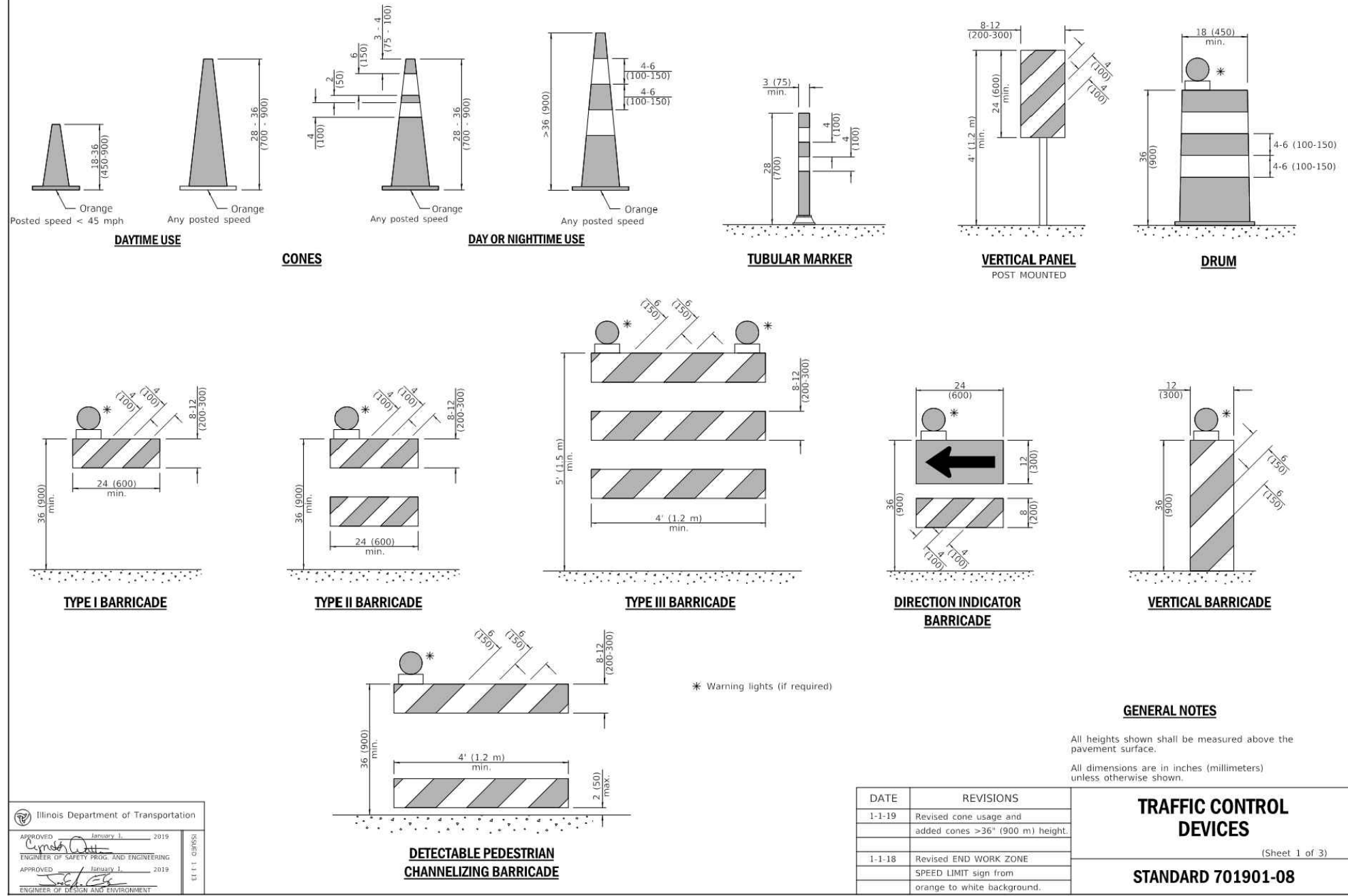
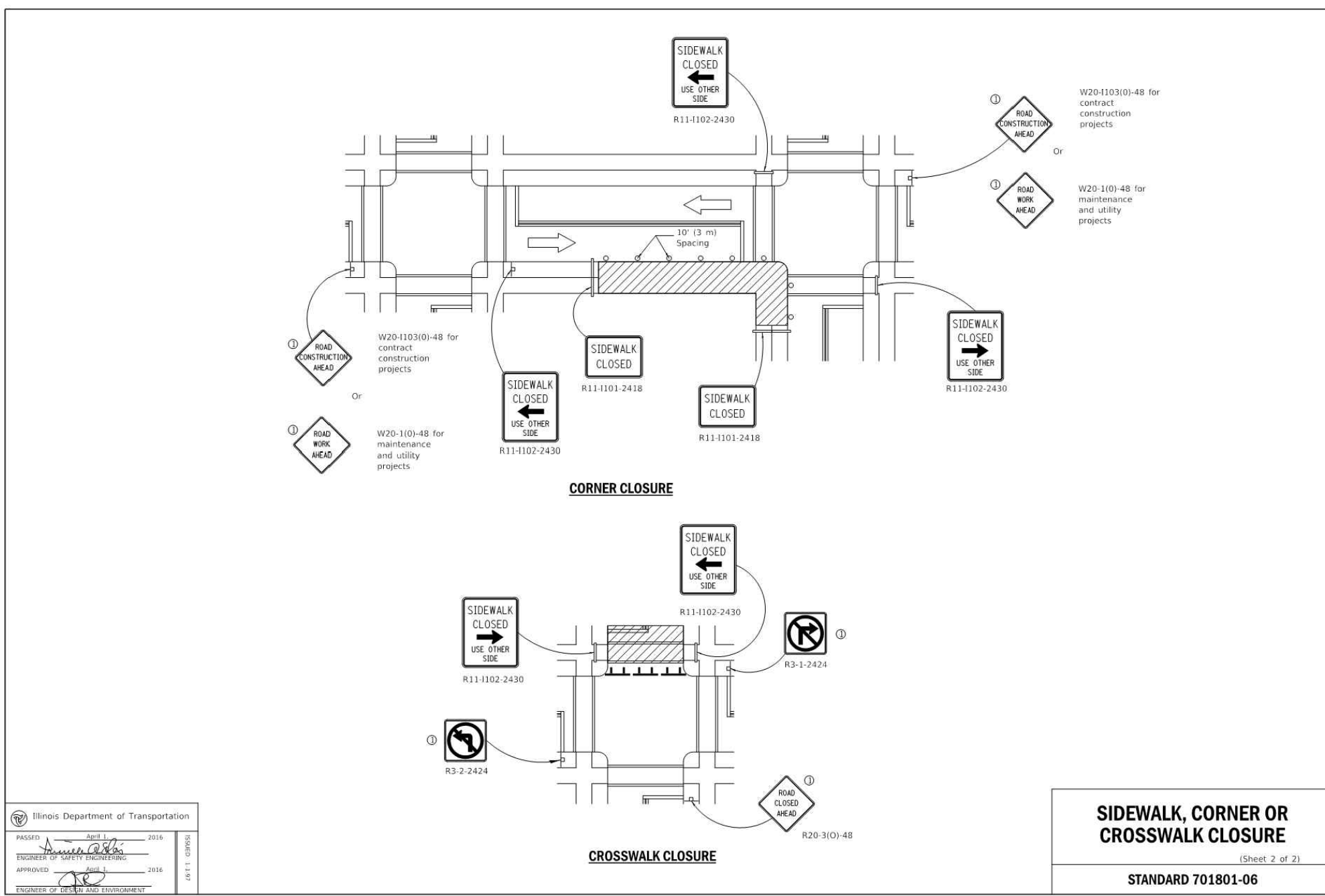
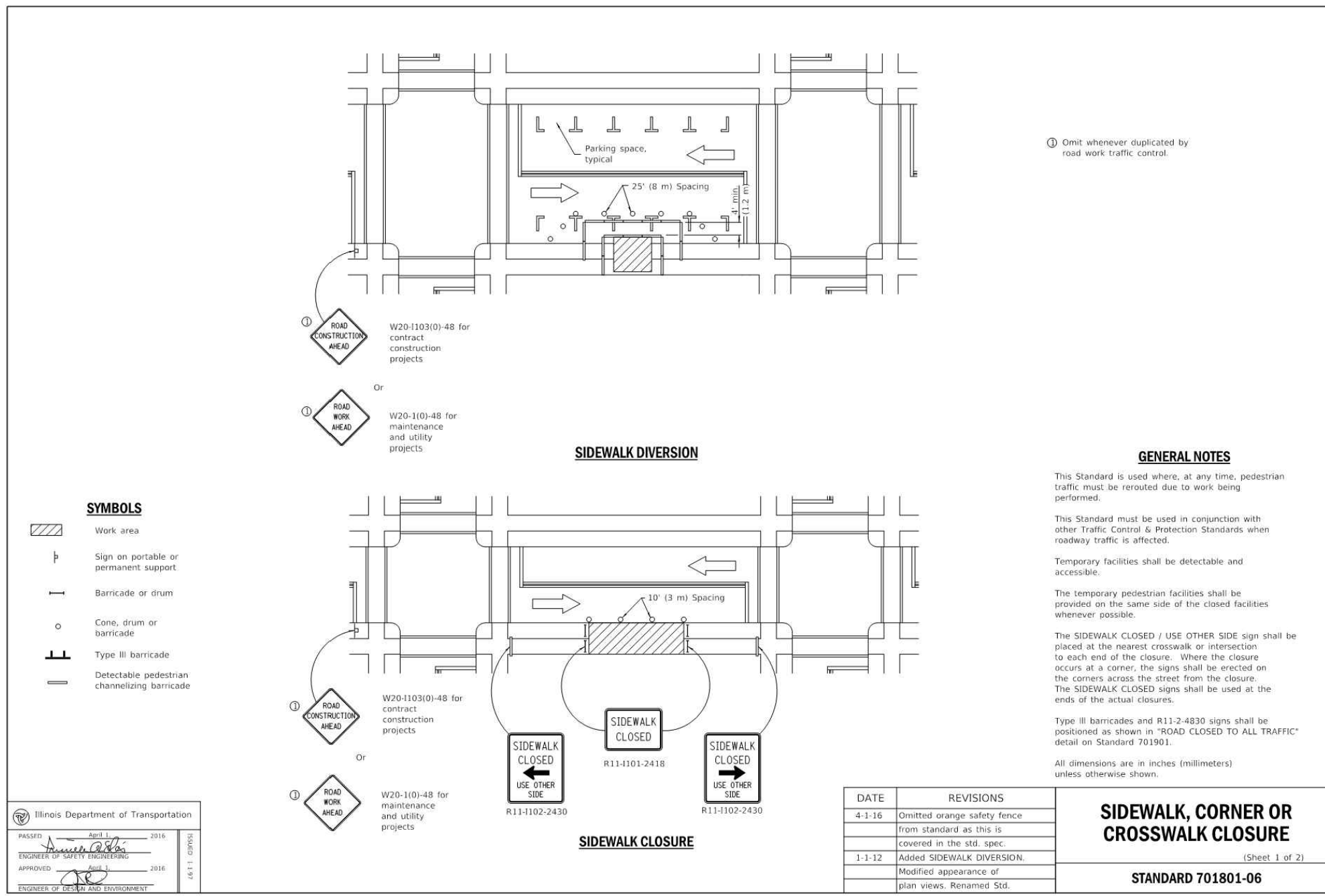
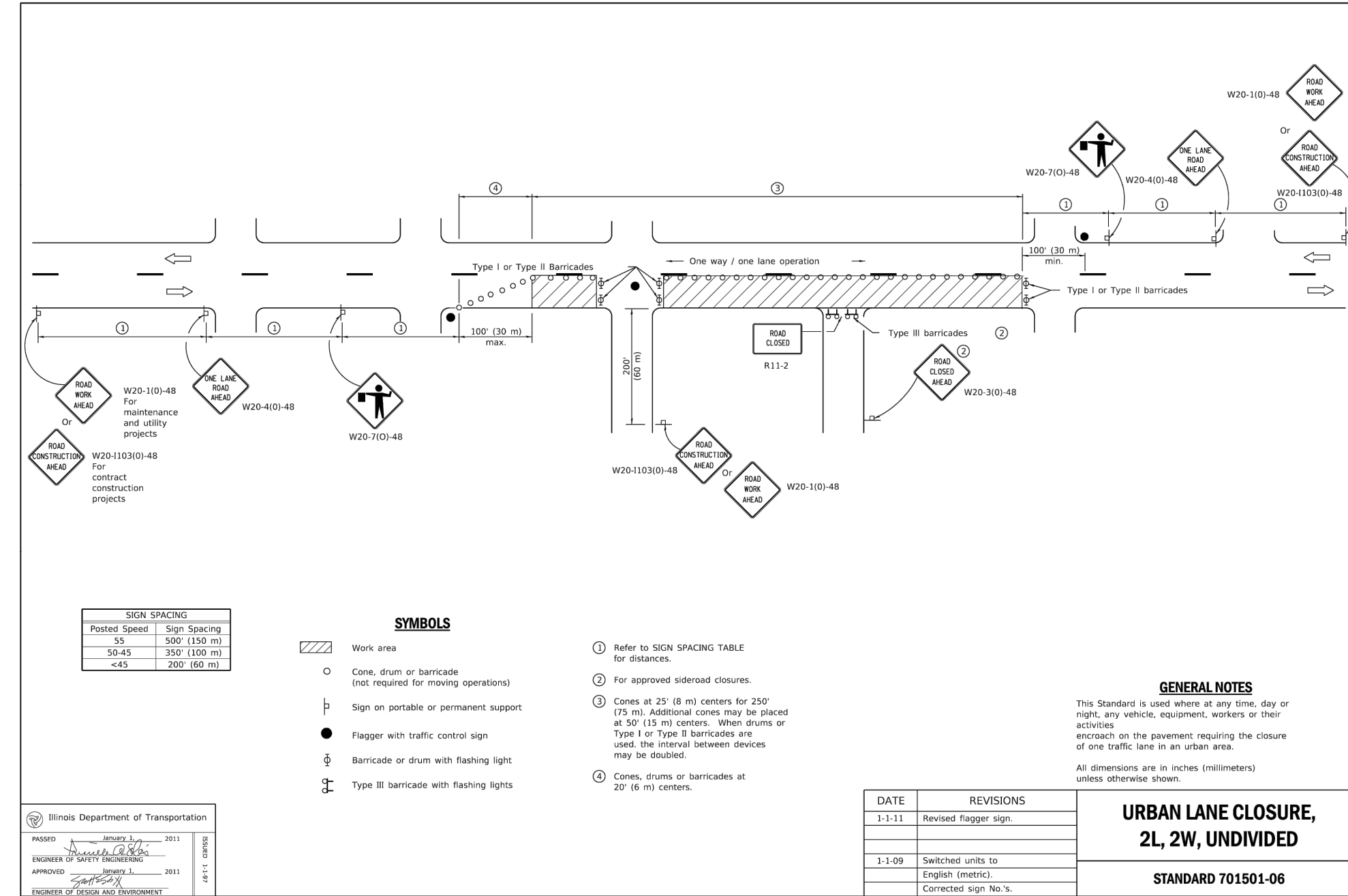
- NOTES:
1. TEMPORARY SILT FENCE SHALL BE INSTALLED PRIOR TO ANY GRADING WORK IN THE AREA TO BE PROTECTED. THEY SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND REMOVED IN CONJUNCTION WITH THE FINAL GRADING AND SITE STABILIZATION.
  2. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION 592 GEOTEXTILE TABLE 1 OR 2, CLASS I WITH EQUIVALENT OPENING SIZE OF AT LEAST 30 FOR NON-WOVEN OR 50 FOR WOVEN.
  3. FENCE POSTS SHALL BE EITHER STANDARD STEEL POST OR WOOD POST WITH A MINIMUM CROSS-SECTIONAL AREA OF 3.0 SQ. IN.
  4. DEPENDING UPON THE CONFIGURATION, ATTACH FABRIC AND WIRE MESH WITH HOG RINGS, STEEL POST WITH TIE WIRES, WOOD POST WITH NAILS.

	City of Naperville <b>STANDARD DETAIL</b>	TEMPORARY EROSION CONTROL MEASURE - SILT FENCE REVISED: 01/01/2013	LANDSCAPE 3 <b>790.03</b> SHEET 2 OF 2
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- NOTES:
1. A TREE PROTECTION AREA SHALL BE ESTABLISHED AROUND A TREE A DISTANCE OF ONE FOOT FOR EACH ONE INCH OF TREE DIAMETER, UP TO A MAXIMUM OF 30 FEET.
  2. PROTECTIVE TREE FENCE SHALL BE INSTALLED AT THE LIMITS OF THE TREE PROTECTION AREA. THE FENCE SHALL BE HIGH ENOUGH SO AS TO BE VISIBLE TO ALL CONSTRUCTION PERSONNEL.
  3. GRADE CHANGES, UTILITY TRENCHES, STORAGE OF CONSTRUCTION MATERIAL, DUMPING OF WASTE, OR OPERATION OR STORAGE OF ANY EQUIPMENT SHALL NOT BE ALLOWED WITHIN THE TREE PROTECTION AREA.
  4. AUGURING IS REQUIRED IF A UTILITY MUST BE INSTALLED WITHIN THE TREE PROTECTION AREA. AUGURED UTILITIES MUST BE A MINIMUM OF 24 INCHES BELOW GRADE.
  5. ALL TREES TO BE SAVED WHICH HAVE BEEN SUBJECTED TO CONSTRUCTION ACTIVITY WITHIN THE TREE PROTECTION AREA SHOULD BE SELECTIVELY THINNED 10% BY AN ARBORIST SKILLED AT THE SELECTIVE THINNING PROCEDURE. NONE OF THE TREES SHALL BE TOPPED, HEADED BACK, SKINNED (REMOVAL OF THE INTERIOR BRANCHES), OR CLIMBED WITH SPIKES. ALL DEAD WOOD SHOULD BE REMOVED TO AVOID HAZARD.
  6. IT IS RECOMMENDED THAT FOLLOWING CONSTRUCTION, TREES BE MAINTAINED IN THEIR NATIVE CONDITION. NO LAWN SHOULD BE PLACED AROUND THE TREES. IT IS RECOMMENDED THAT THE AREA BE MULCHED WITH 2 INCHES OF DECOMPOSED LEAVES AND 2 INCHES OF WOOD CHIPS OR BARK.

	City of Naperville <b>STANDARD DETAIL</b>	TREE PROTECTION REVISED: 08/01/2018	LANDSCAPE 10 <b>790.10</b> SHEET 1 OF 1
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REVISION RECORD

NO.	DATE	DESCRIPTION
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1	02/1/2024	NO REVISIONS THIS SHEET
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1230 East Diehl Road  
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M HOUSE 828 LLC  
1075 AND 1079 PARKSIDE ROAD  
NAPERVILLE, ILLINOIS 60540

DATE:	MAY 31, 2024	DRAWN BY:	MAJ
DWG SCALE:	1" = 20'	CHECKED BY:	JGC
PROJECT NO:	341-408	APPROVED BY:	JGC

DRAWING NO:  
**C802**

SHEET 12 OF 12



1075 AND 1079 Parkside Road  
Naperville, IL  
Project No. 341-408  
Plan Dated: 6/21/24

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST TO COMPLETE

No.	Item Description	Unit	Quantity	Price	Total
Earthwork and Erosion Control					
1.	Earthwork	LS	1	\$5,000.00	\$ 5,000.00
2.	Tree Removal Over 15"	LS	1	\$1,000.00	\$ 1,000.00
Sub-Total Earthwork and Erosion Control				\$ 6,000.00	
Paving					
1.	Bituminous Driveway	SY	70	\$45.00	\$ 3,150.00
2.	Concrete Driveway	SY	70	\$60.00	\$ 4,200.00
3.	Concrete Sidewalk	SF	1750	\$5.00	\$ 8,750.00
4.	Concrete Sidewalk Removal	SF	1700	\$5.00	\$ 8,500.00
5.	Driveway Removal	SY	140	\$10.00	\$ 1,400.00
Sub-Total Paving				\$ 26,000.00	
Sanitary Sewer					
1.	6" PVC Sanitary Sewer - SDR 26	LF	10	\$40.00	\$ 400.00
1.	8" PVC Sanitary Sewer - SDR 26	LF	324	\$50.00	\$ 16,200.00
2.	Manhole, Type A - 4' Diameter with Neenah R-1772-C Frame & Lid	EA	1	\$3,000.00	\$ 3,000.00
3.	EJIW Cleanout	EA	1	\$500.00	\$ 500.00
Sub-Total Sanitary Sewer				\$ 20,100.00	
Watermain					
1.	1-1/2" Water Service	LF	94	\$100.00	\$ 9,400.00
2.	B-Box and Service Tap	EA	1	\$1,200.00	\$ 1,200.00
Sub-Total Watermain				\$ 10,600.00	
Storm Sewer					
1.	12" CMP Storm Sewer	LF	46	\$35.00	\$ 1,610.00
2.	Temporary Aggregate Ditch (CA-7)	LF	160	\$20.00	\$ 3,200.00
Sub-Total Storm Sewer				\$ 4,810.00	
Total Improvement Cost				\$ 67,510.00	
Total Improvement Cost + 10%				\$ 74,261.00	

