

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda

Resolution or Ordinance (Blue) \_\_\_\_\_ *Waiver of First Requested*  
X Recommendations of Boards, Commissions & Committees (Green)  
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES  
FROM: David A. Hulseberg, Village Manager  
DATE: August 24, 2011 (BOT) Date: September 1, 2011  
TITLE: PC 11-15: 240 E. Progress Road  
SUBMITTED BY: Department of Community Development *ML*

BACKGROUND/POLICY IMPLICATIONS:

Your Plan Commission transmits for your consideration its recommendation relative to the above-mentioned petition. Requests that the Village take the following actions on the subject property located within the I Limited Industrial District/Terrace Lakes Planned Development:

1. Approve a planned development amendment (Major Change) to Ordinance 5358 with the following companion conditional use and variation, as follows:
  - a. A conditional use, per Section 155.420(C) of the Lombard Zoning Ordinance, to allow for a school; and
  - b. A variation from Section 155.602(A)(10)(f) to allow two-inch curbing where six-inch barrier curb is required; and
2. Site plan approval with the following deviations from the Lombard Sign Ordinance:
  - a. A deviation from Section 153.507(B)(11)(a)(1) to allow for a total wall sign surface area of approximately 120 square feet where a maximum of 79.5 square feet is permitted; and
  - b. A deviation from Section 153.507(B)(11)(a)(2) to allow for three wall signs where one wall sign is permitted; and
3. Resolution approving a development agreement for the property. *(This action to be considered on second reading of the ordinance)* (DISTRICT #4)

The Plan Commission recommended approval of this petition with conditions.

Please place this item on the September 1, 2011 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X _____	Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



## MEMORANDUM

**TO:** David A. Hulseberg, Village Manager

**FROM:** William Heniff, AICP  
Director of Community Development *WH*

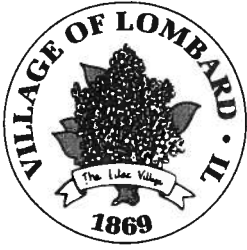
**DATE:** September 1, 2011

**SUBJECT:** **PC 11-15: 240 E. Progress Road**

Attached please find the following items for Village Board consideration as part of the September 1, 2011 Village Board meeting:

1. Plan Commission referral letter;
2. IDRC report for PC 11-15;
3. An Ordinance Granting an Amendment to Ordinance 5358 Granting a Major Change to a Planned Development with a Companion Conditional Use, Variation, and Deviations;
4. Plans associated with the petition; and
5. A resolution for a development agreement between the developer/owner and the Village.

The Plan Commission recommended approval of the petition subject to conditions.



## VILLAGE OF LOMBARD

255 E. Wilson Ave.  
Lombard, Illinois 60148-3926  
(630) 620-5700 Fax (630) 620-8222  
www.villageoflombard.org

September 1, 2011

**Village President**  
William J. Mueller

**Village Clerk**  
Brigitte O'Brien

**Trustees**

Greg Alan Gron, Dist. 1  
Keith T. Giagnorio, Dist. 2  
Zachary C. Wilson, Dist. 3  
Peter Breen, Dist. 4  
Laura A. Fitzpatrick, Dist. 5  
William "Bill" Ware, Dist. 6

**Village Manager**  
David A. Hulseberg

*"Our shared Vision for Lombard is a community of excellence exemplified by its government working together with residents and businesses to create a distinctive sense of spirit and an outstanding quality of life."*

*"The Mission of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."*

Mr. William J. Mueller,  
Village President, and  
Board of Trustees  
Village of Lombard

**Subject: PC 11-15; 240 E. Progress Road (School of Expressive Arts and Learning)**

Dear President and Trustees:

Your Plan Commission transmits for your consideration its recommendation regarding the above-referenced petition. The petitioner requests that the Village take the following actions on the subject property located within the I Limited Industrial District/Terrace Lakes Planned Development, consisting of:

1. Approve a planned development amendment (Major Change) to Ordinance 5358 with the following companion conditional use and variation, as follows:
  - a) A conditional use, per Section 155.420(C) of the Lombard Zoning Ordinance, to allow for a school; and
  - b) A variation from Section 155.602(A)(10)(f) to allow two-inch curbing where six-inch barrier curb is required; and
2. Site plan approval with the following deviations from the Lombard Sign Ordinance:
  - a) A deviation from Section 153.507(B)(11)(a)(1) to allow for a total wall sign surface area of approximately 120 square feet where a maximum of 79.5 square feet is permitted; and
  - b) A deviation from Section 153.507(B)(11)(a)(2) to allow for three wall signs where one wall sign is permitted; and
3. Approval of a development agreement for the property.

After due notice and as required by law, the Plan Commission conducted a public hearing for this petition on August 15, 2011.

Steven Tetens, 2007 Ashbrook Court, Plainfield, introduced the petition on behalf of the School of Expressive Arts and Learning (SEAL) and presented an area map. David Weber, 21 Oneida St, Joliet, presented an aerial exhibit and explained how the site had been designed to accommodate the endangered Blanding's turtle that is native to the area, which resulted in the variation request to allow two-inch curbing. Mr. Tetens then summarized the proposed site plan and elevations.

There was no one present to speak in favor or against the petition.

Jennifer Henaghan, Senior Planner, presented the staff report. The petitioner is proposing a new school building on the subject property. This requires an amendment to the underlying planned development, a conditional use for a school, and site plan approval with variations for signage and parking lot curbing. There were a number of comments from Fire and Private Engineering that are being addressed through the building permit process.

SEAL is a private K-12 school currently located at 1110 N. Main Street. In 2003, the Village approved the Terrace Lakes Planned Development. Since that time, the approvals for the proposed industrial building have been extended by the Village Board six times, with the most recent extension due to expire on August 19, 2011. The proposed site plan is very similar to that which was approved for the original industrial building on the site. However, the proposed change in use from industrial to educational is a major change to the planned development requiring an amendment.

The petitioner is proposing a 26,000-square foot school building with a combination of masonry and precast design elements. The proposed site plan shows 69 parking spaces where 68 spaces are required by Code (based on a maximum of 40 faculty members and 100 students). However, all students are bused to the school so there is no parent pickup/drop-off occurring on-site. The building design, orientation, and layout is consistent with the 2003 approval.

As currently done for the existing facility, students attending the school would be transported to and from the site by the respective school district referring the student. The school would be open from approximately 8:30 a.m. to 2:30 p.m., Monday through Friday. The school will operate as a closed campus – students will only arrive and/or depart the site through their pre-arranged transportation. The school has successfully operated within the North Avenue industrial park for several years without incident, and the proposed new location would offer greater separation between the school and the surrounding industrial uses.

To accommodate the movement of local wildlife in and around the surrounding wetlands, the petitioner is proposing a three-inch high curb with a "turtle-friendly design" in place of the six-inch barrier curb mandated by Code. Staff has no objection to this variation provided that all other engineering requirements are met.

The allowable square footage and number of signs is based on the property's single frontage on Progress Road. The subject property has an extremely limited amount of frontage (53 feet) relative to its overall size (5.7 acres). The three 40-square foot signs as proposed are in keeping with the scale of the building and will not have a significant visual impact on the surrounding properties.

The Comprehensive Plan identifies this area as Light Industrial. While schools are not traditionally envisioned to be a use that would be compatible with industrial uses, staff finds that the proposed use presents unique location challenges. Private schools often have greater traffic generations and draw upon a larger than local area. Therefore, from a transportation standpoint, staff believes locating a school outside of a single-family residential area is more appropriate.

The petitioner's specific site can be supported for the school as the building promotes good circulation for busses, provides adequate parking and is somewhat isolated from the surrounding industrial uses by wetlands. Therefore, staff believes the use is consistent with the Comprehensive Plan and surrounding land uses.

Associated with the development proposed, the petitioner is also requesting approval of a development agreement that is fundamentally identical to that approved by the Village Board in 2003. This item will be considered as part of the Village Board's consideration of the petition.

Staff is recommending approval of this petition, subject to the conditions noted in the staff report.

Chairperson Ryan then opened the meeting for comments among the Commissioners.

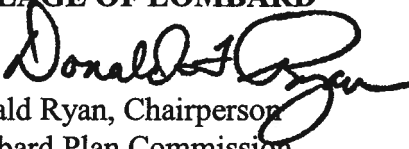
Commissioner Sweetser asked if the school is accredited. Mr. Tetens stated that SEAL is a private, for-profit school, but he was not certain as to its accreditation.

On a motion by Commissioner Sweetser and a second by Commissioner Olbrysh, the Plan Commission voted 6 to 0 that the Village Board **approve** the requested relief, subject to the following conditions:

1. The petitioner shall develop the space in substantial conformance with Proposed Site Plan and Potential Use Exhibit dated July 13, 2011, Exterior Elevations and Floor Plan dated July 12, 2011, and Full Color Elevation Drawing dated July 29, 2011, prepared by The Pure Group, Preliminary Plat of Planned Development and Overall Site Plan dated July 11, 2011, and Landscape Plan dated July 5, 2011, prepared by Ruettiger, Tonelli & Associates.
2. The petitioner shall apply for and receive permit approval for all development activity proposed for the site. Said permit application shall address the Inter-Departmental Review Committee comments.

Respectfully,

**VILLAGE OF LOMBARD**

A handwritten signature in black ink, appearing to read "Donald Ryan", written over the printed name.

Donald Ryan, Chairperson  
Lombard Plan Commission

c. Petitioner  
Lombard Plan Commission



### **PROPERTY INFORMATION**

Existing Zoning: I Limited Industrial District/Terrace Lakes Planned Development

Existing Land Use: Undeveloped

Size of Property: Approximately 5.73 acres

Comprehensive Plan: Light Industrial

Surrounding Zoning and Land Use:

North: CR Conservation Recreation District & Unincorporated DuPage County  
– Undeveloped wetlands & DuPage County Forest Preserve  
South: CR Conservation Recreation District & B4 Corridor Commercial  
District – Undeveloped wetlands  
East: CR Conservation Recreation District – Undeveloped wetlands  
West: I Limited Industrial District – Aero Removals

### **ANALYSIS**

#### **SUBMITTALS**

This report is based on the following documentation:

1. Petition for Public Hearing and Application Narrative.
2. Response to Standards for Planned Developments, Conditional Uses, and Variations.
3. Proposed Site Plan and Potential Use Exhibit dated July 13, 2011, Exterior Elevations and Floor Plan dated July 12, 2011, and Full Color Elevation Drawing dated July 29, 2011, prepared by The Pure Group.
4. Preliminary Plat of Planned Development and Overall Site Plan dated July 11, 2011, ALTA/ASCM Land Title Survey dated July 27, 2010 (last updated October 15, 2010), and Landscape Plan dated July 5, 2011, prepared by Ruettiger, Tonelli & Associates.

#### **DESCRIPTION**

The petitioner, the School of Expressive Arts and Learning, is proposing a new school building on the subject property. This requires an amendment to the underlying planned development, a conditional use for a school, and site plan approval with variations for signage and parking lot curbing.



## **INTER-DEPARTMENTAL REVIEW COMMENTS**

### **ENGINEERING**

Private Engineering Services has the following comments:

1. Provide draft plat showing proposed easement boundaries for water, stormwater detention and BMPs, and special management areas (as required by DuPage County).
2. By previous agreement, Progress Road will become a private drive to this parcel, thus further easements will be required in this area. Specifically, the storm sewer manhole near the radius point shall be included in an easement as will any watermain (existing or proposed).
3. Install depressed curb along extended property from northern parcel to designate end of right-of-way and start of private property.
4. Add sidewalk along northern edge of drive and south edge of pond near building. This will likely require a retaining wall and fence along some portion of the walk.
5. DuPage County certification required before permit issuance.
6. Additional comments sent to engineer under separate review letter dated August 4, 2011.

### **PUBLIC WORKS**

The Public Works Department has no comments on the petition.

### **FIRE DEPARTMENT**

The Fire Department offers the following comments:

1. Minimum width of all fire department access lanes shall be 20 feet in width and not less than 15 feet from the building.
2. Access roads shall meet the minimum turning radius for the largest fire department apparatus.
3. Fire hydrants shall be located between 25 feet and 75 feet from all fire department connections.
4. The fire department connection shall be located on the front or street side of the building.

### **BUILDING DIVISION**

The Building Division has no comments on the petition at this time. However, comments may be provided upon submittal of a building permit application.

## **PLANNING**

### **Background**

The School of Expressive Arts and Learning is a private K-12 school currently located at 1110 N. Main Street (approved by PC 04-02).

In 2003, the Village approved the Terrace Lakes Planned Development as Ordinance 5358. Since that time, the approvals for the proposed industrial building have been extended by the Village Board six times, with the most recent extension due to expire on August 19, 2011. The proposed site plan is very similar to that which was approved for the original industrial building on the site. However, the proposed change in use from industrial to educational is a major change to the planned development requiring an amendment.

### **Proposed Improvements**

The petitioner is proposing a 26,000-square foot school building with a combination of masonry and precast design elements. The proposed site plan shows 69 parking spaces where 68 spaces are required by Code (based on a maximum of 40 faculty members and 100 students). However, all students are bused to the school so there is no parent pickup/drop-off occurring on-site. The building design, orientation, and layout is consistent with the 2003 approval.

### **Compliance with the Zoning Ordinance**

*A conditional use (per Section 155.420(C) of the Zoning Ordinance) to allow for a school*

As currently done for the existing facility, students attending the school would be transported to and from the site by the respective school district referring the student. The school would be open from approximately 8:30 a.m. to 2:30 p.m., Monday through Friday. The school will operate as a closed campus – students will only arrive and/or depart the site through their pre-arranged transportation. The school has successfully operated within the North Avenue industrial park for several years without incident, and the proposed new location would offer greater separation between the school and the surrounding industrial uses.

*A variation from Section 155.602(A)(10)(f) to allow two-inch curbing where six-inch barrier curb is required*

To accommodate the movement of local wildlife in and around the surrounding wetlands, the petitioner is proposing a three-inch high curb with a “turtle-friendly design” in place of the six-inch barrier curb mandated by Code. Staff has no objection to this variation provided that all other engineering requirements are met.

### **Compliance with the Sign Ordinance**

*A deviation from Section 153.507(B)(11)(a)(1) to allow for a total wall sign surface area of approximately 120 square feet where a maximum of 79.5 square feet is permitted; and*

*A deviation from Section 153.507(B)(11)(a)(2) to allow for three wall signs where one wall sign is permitted*

The allowable square footage and number of signs is based on the property's single frontage on Progress Road. The subject property has an extremely limited amount of frontage (53 feet) relative to its overall size (5.7 acres). The three 40-square foot signs as proposed are in keeping with the scale of the building and will not have a significant visual impact on the surrounding properties.

#### **Compatibility with the Comprehensive Plan**

The Comprehensive Plan identifies this area as Light Industrial. While schools are not traditionally envisioned to be a use that would be compatible with industrial uses, staff finds that the proposed use presents unique location challenges. Private schools often have greater traffic generations and draw upon a larger than local area. Therefore, from a transportation standpoint, staff believes locating a school outside of a single-family residential area is more appropriate.

The petitioner's specific site can be supported for the school as the building promotes good circulation for busses, provides adequate parking and is somewhat isolated from the surrounding industrial uses by wetlands. Therefore, staff believes the use is consistent with the Comprehensive Plan and surrounding land uses.

#### **Development Agreement**

Associated with the development proposed, the petitioner is also requesting approval of a development agreement that is fundamentally identical to that approved by the Village Board in 2003. This item will be considered as part of the Village Board's consideration of the petition.

### **FINDINGS AND RECOMMENDATIONS**

The Department of Community Development finds that the information presented **meets** the Standards for Planned Developments, Standards for Conditional Uses, and Standards for Variations as set forth in the Lombard Zoning Ordinance and Lombard Sign Ordinance. Based on the above considerations, the Inter-Departmental Review Committee recommends that the Plan Commission make the following motion recommending **approval** of this petition:

Based on the submitted petition and the testimony presented, the proposal **complies** with the standards required by the Lombard Zoning Ordinance and Lombard Sign Ordinance; and, therefore, I move that the Plan Commission find that the findings included as part of the Inter-departmental Review Report be the findings of the Plan Commission and therefore, I recommend to the Corporate Authorities **approval** of PC 11-15, subject to the following conditions:

1. The petitioner shall develop the space in substantial conformance with Proposed Site Plan and Potential Use Exhibit dated July 13, 2011, Exterior Elevations and Floor Plan dated July 12, 2011, and Full Color Elevation Drawing dated July 29, 2011, prepared by The Pure Group, Preliminary Plat of Planned Development and Overall Site Plan dated July 11, 2011, and Landscape Plan dated July 5, 2011, prepared by Ruettiger, Tonelli & Associates.
2. The petitioner shall apply for and receive permit approval for all development activity proposed for the site. Said permit application shall address the Inter-Departmental Review Committee comments.

Inter-Departmental Review Group Report Approved By:



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William J. Heniff, AICP  
Director of Community Development





July 12, 2011

Jennifer Henaghan AICP  
Senior Planner  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL 60418

Re: SEAL (School for Expressive Arts and Learning)  
'Application Narrative'

Jennifer:

Please find the following response application narrative for the Plan Commission submittal of the SEAL education facility:

*"Our mission is to provide a therapeutic educational environment that facilitates communication between children, families and the community through the encouragement of academic achievement and successful life experiences. SEAL provides a K-12 curriculum, which includes primary (grades 1-3), intermediate (grades 4-6), junior high (grades 7 & 8), high school (grades 9-12) and services as indicated until the age of 22. The primary, intermediate and junior high classes are self-contained offering a standard curriculum of Reading, Spelling, Language Arts, Mathematics, Science, Social Studies, and Physical Education.*

*The High School Curriculum meets all state standards, including individual credits as indicated by the school districts. A variety of classes are available to meet individual student needs including vocational services, transition services and graduation requirements. All students have the opportunity to participate in enrichment classes such as Art and Music.*

*These domains coupled with SEAL's therapy approach, Expressive Therapy, provide additional opportunities for student personal, emotional, and social growth. This unique and supportive environment encourages positive risk taking and enhancing self-esteem while meeting specific areas of need as outlined by the student's IEP. Upon enrollment, the school staff will assess the student's functioning in academic, personal and interpersonal skills and provide programming that is developmentally appropriate. Please refer to the following federal information regarding Individualized Education Plans and related services in the academic environment."*

*(Mission Statement, and excerpt from SEAL website – [www.seal-il.com](http://www.seal-il.com))*

Sincerely,

Steven D. Tetens, AIA, NCARB, PMP  
President  
The PURE Group



July 12, 2011

Jennifer Henaghan AICP  
Senior Planner  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL 60418

Re: SEAL (School for Expressive Arts and Learning)  
240 E. Progress Road  
Responses to 'Standards for Planned Developments'

Jennifer:

Please find the following response to Standards for Planned Developments for the Plan Commission submittal of the SEAL education facility.

A. General Standards

1. The property is located in an I= Limited Industrial District, and surrounded by conservation land. Proposed use, site improvements, and physical structure are all conformant to applicable regulation of the district, except where stated in response to variation standards.
2. The development picks up the connection for sanitary sewer and potable water @ the end of E. Progress Road R.O.W. loops through the site, and returns back to Intersection @ E. Progress Rd. and Garfield intersection.
3. Pursuant to Lombard Zoning Section 155.420 "I Limited Industrial District", Part C "Conditional Uses", Item 34 "Schools: public and/or private elementary, middle and high", the applicants use may be allowed. The Village of Lombard Comprehensive plan - August 2009 shows subject property as light industrial use and would align with proposed use.
4. The development is there to provide an environment suitable for activities involving light industrial use, and education. The development of this parcel will eliminate the nuisance motor-cross motorcycle and ATV riding, loitering, etc. that presently exists on the undeveloped parcel..
5. The street connections, loading and parking have been designed to accommodate the uses of an educational facility with out putting an excessive burden on already existing facilities or community services.

B. Standards for Planned Developments with Use Exceptions

Not applicable

C. Standards for Planned Developments with Deviations

1. The public's interest is better served by the awareness of, and the ability to locate educational facility
2. the signage will not impair supply of light or air to adjacent sites or substantially increase congestion, fire danger, natural drainage, or drainage problems on adjacent properties, or diminish public safety and property values within the neighborhood. The signage would be scaled and made of material complementary to it's context, and not adversely affect the value or use of any other property.
3. Due to the screened street frontage and limited visibility of the site, the additional signage would provide needed direction and awareness that such an organization is in operation in their community.

**Project**

**Document Type**

4. The F.A.R. of current development stands at 10%, while speculative future Industrial build-out (subsequent to SEAL) of the site would likely find its maximum +/-20%. This is far below the limited 40%.
5. Not applicable
6. All of the mentioned conditions are met
7. All of the mentioned conditions are met

Sincerely,



Steven D. Tetens, AIA, NCARB, PMP  
President  
The PURE Group





July 12, 2011

Jennifer Henaghan AICP  
Senior Planner  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL 60418

Re: SEAL (School for Expressive Arts and Learning)  
240 E. Progress Road  
Responses to 'Standards for Conditional Uses'

Jennifer:

Please find the following response to Standards for Conditional Uses for the Plan Commission submittal of the School of Expressive Arts and Learning (SEAL) facility.

1. Pursuant to Lombard Zoning Section 155.420 "I Limited Industrial District", Part C "Conditional Uses", Item 34 "Schools: public and/or private elementary, middle and high", the applicants use may be allowed. Additionally, the establishment, maintenance, or operation of the conditional use would not be detrimental to, or endanger the public health, safety, morals, comfort or general welfare.
2. The educational use would relocate applicant's existing business presently located within a mile away in a Limited Industrial District that has been operating for years. The use has not nor will injurious, prevent enjoyment, or impair any property value in the surrounding neighborhood.
3. The subject property is bounded to the east by Limited Industrial and to the south and east by conservation/recreation and B-4 Business Corridor to which proper buffers and management practices are being adhered. The subject property is the remaining piece of a light industrial area to be developed, and should not impede improvement or orderly development. The building size, and architecture is contextual to the surrounding; the building and parking placement is effectively the same to a previously Lombard-approved industrial building by another party that was never built.
4. Project Civil Engineer met with village engineering dept. reviewed general schematic w/ 8" water main, storm water detention and sewer, and were redesigned based on those comments received.
5. The E. Progress Road extension serves as the singular access to the site, and as such has limited, to no effect on the traffic congestion.
6. Per #1 above, the proposed use is a listed as a use that may be allowed for Limited Industrial Planned Development. The Village of Lombard Comprehensive plan - August 2009 shows subject property as light industrial use and would not be contrary to proposed use.
7. Proposed conditional use is conformant to all applicable regulations in the light Industrial district, except where stated in response to variation standards.

Sincerely,

Steven D. Tetens, AIA, NCARB, PMP  
President  
The PURE Group



July 12, 2011

Jennifer Henaghan AICP  
Senior Planner  
Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL 60418

Re: SEAL (School for Expressive Arts and Learning)  
240 E. Progress Road  
Responses to standards for Variations

Jennifer:

Please find the following response to 'Standards for Variations' for the Plan Commission submittal of the School of Expressive Arts & Learning (SEAL) facility.

1. The number of allowed signs is determined by street frontage exposure pursuant to Sec. 507(B.11.a.2). The unique characteristics of the site: a) Wetlands force building placement at a diagonal to North Avenue and site access; and b) Progress Road dead ends into parcel - create limited sign visibility due to severely limited site frontage exposure, and create hardship in locating. Proposed design increases visibility and way-finding. Finally, the aforementioned conditions coupled with insufficient signage can result in inadvertent traffic on private school property thereby creating potentially an unsafe condition. Variation is requested on number of sign locations only, but not overall sf.
2. Due to the access and distance from nearest traffic from possible monument sign location the facility is under a hardship of visible awareness. The subject property site frontage is less than 10% of the perimeter compared to the nearest standard light industrial site +/-18%. Additionally, all traffic circulation is +/- 300' away from closest possible monument sign location, and +/-870' away from business entry, greatly impairing visibility and differentiating the neighboring developments.
3. Impetus for increased visibility is to allow user and potential student family a visible identifier of the school for community awareness and ease of location and mitigate unwanted/unneeded vehicular traffic.
4. Hardship is due to uniquely situated site and existing wetlands.
5. The additional signage will not be detrimental to the public welfare, or injurious to the other property or improvements in the neighborhood.
6. The additional signage does not alter any present character of the neighborhood.
7. Per #2 herein, the signage will not impair supply of light or air to adjacent sites or substantially increase congestion, fire danger, natural drainage, or drainage problems on adjacent properties, or diminish public safety and property values within the neighborhood.

Respectfully submitted,

Steven D. Tetens, AIA, NCARB, PMP  
President  
The PURE Group

**Special Education Class Size/Age Range Requirements Per 23 Illinois Administrative  
Code 226.720 & 226.731**

**Section 226.720 Facilities and Classes**

- a) Facilities used for special education services shall be appropriate to, and adequate for, the specific programs or services for which they are used and, pursuant to Section 14-8.01 of the School Code, shall be subject to the applicable provisions of 23 Ill. Adm. Code 180 (Health/Life Safety Code for Public Schools). The facilities shall be comparable to those provided to the students in the general education environment.
- b) The age range of students within a special education grouping shall not exceed four years at the elementary level and six years at the secondary level. Early childhood classes and services shall serve only children from three through five years of age, except that a district shall not be prohibited from permitting a child who reaches his or her sixth birthday during a year to complete that year.
- c) Special education classes and services shall be delivered in age-appropriate settings.  
(Source: Amended at 31 Ill. Reg. 9915, effective June 28, 2007)

**Section 226.731 Class Size Provisions for 2007-08 and 2008-09**

- a) When a student's IEP calls for services in a general education classroom, the student must be served in a class that is composed of students of whom at least 70 percent are without IEPs, that utilizes the general curriculum, that is taught by an instructor certified for regular (general) education, and that is not designated as a general remedial classroom.
- b) A student shall be considered to require "instructional" classes when he or she receives special education instruction for 50 percent of the school day or more. Classes for such students shall be subject to the limitations of this subsection (b).
  - 1) Early childhood instructional classes shall have a maximum ratio of one qualified teacher to five students in attendance at any given time; total enrollment shall be limited according to the needs of the students for individualized programming.
  - 2) Instructional classes for students who have either a severe/profound disability or multiple disabilities shall have a maximum enrollment of five students.
  - 3) Instructional classes for children whose primary disability is a severe visual, auditory, physical, speech or language impairment, autism, traumatic brain injury, or an emotional disability or behavioral disorder shall have a maximum enrollment of eight students.
  - 4) Instructional classes for children whose primary disability is a specific learning disability or that serve children who have different disabilities shall have a maximum enrollment of ten students. Instructional programs that group students who have different disabilities shall be formulated only under the following circumstances:
    - A) The students are grouped in relation to a common educational need; or
    - B) The program can be completely individualized and the teacher is qualified to plan and provide an appropriate educational program for each student in the group.
  - 5) Instructional classes designed for children whose primary disability is moderate visual or auditory impairment shall have a maximum enrollment of 12 students.
  - 6) Instructional classes for children whose primary disability is mild/moderate cognitive disability shall have a maximum enrollment of 12 students at the primary level and 15 students at the intermediate, middle, junior high, and secondary levels.

7) A school district may increase the enrollment in an instructional class by a maximum of two students in response to unique circumstances that occur during the school year. Such additions may be made only when the educational needs of all students who would be enrolled in the expanded program can be adequately and appropriately met. Alternatively, the district may increase the enrollment in an instructional class by a maximum of five students when a full-time, noncertified assistant is provided.

c) A student shall be considered to require "resource" classes when he or she receives special education instruction for less than 50 percent of the school day. Classes for such students shall be subject to the limitations of this subsection (c).

1) Enrollment shall be limited to the number of students who can effectively and appropriately receive assistance, up to a maximum of 20 students.

2) The teacher shall participate in determining the appropriate enrollment.

d) The caseload/class size for any service provider includes each student who receives direct or indirect service, such as consultation services, as delineated in an IEP.

(Source: Added at 31 Ill. Reg. 9915, effective June 28, 2007)

### Special Education Class Size/Age Range Requirements

<u>Disability</u>	(1) Class Size Beginning Of Year/ <u>Teacher Only</u>	(2)* Class Size With Unique Circumstances <u>Teacher Only</u>	(3)** Class Size With Teacher <u>And Aide</u>
Early Childhood (All Disabilities)	5	7	10
Multiple Disabilities	5	7	10
Severe/Profound Disability	5	7	10
Autism	8	10	13
Traumatic Brain Injury	8	10	13
Severe Visual Impairment	8	10	13
Severe Hearing Impairment	8	10	13
Severe Physical Impairment	8	10	13
Severe Speech/Language Impairment	8	10	13
Severe Behavior Disorders	8	10	13
Learning Disabilities	10	12	15
Cross Categorical	10	12	15
Moderate Visual Impairment	12	14	17
Moderate Hearing Impairment	12	14	17
Mild or Moderate Mental Impairment (Primary level, ages 6-8)	12	14	17
Mild or Moderate Mental Impairment (Intermediate, junior and senior high)	15	17	20
Resource – Any Category	20	20	20

\*Increase of 2 students allowed for unique, unanticipated circumstances that occur after the beginning of the school year.

\*\*Up to 5 students may be added to basic number (column one) with the employment of a full-time classroom aide.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING AN AMENDMENT TO ORDINANCE 5358  
GRANTING A MAJOR CHANGE TO A PLANNED DEVELOPMENT  
WITH A COMPANION CONDITIONAL USE AND VARIATION, LOCATED IN  
THE I OFFICE ZONING DISTRICT**

(PC 11-15: 240 E. Progress Road)

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted the Lombard Zoning Ordinance, otherwise known as Title 15, Chapter 155 of the Code of Lombard, Illinois; and,

WHEREAS, the property legally described in Section 3 below is located at 240 E. Progress Road is zoned I – Limited Industrial District; and,

WHEREAS, On September 18, 2003, the Corporate Authorities approved Ordinance 5358 which granted approval of a conditional use for a planned development; and,

WHEREAS, an application has heretofore been filed requesting approval of an amendment to the conditional use approval for the Terrace Lakes Planned Development, as established by Ordinance 5358, to allow for a conditional use for a school; and

WHEREAS, the application also requests approval of a variation associated with the proposed school; and

WHEREAS, a public hearing on such application has been conducted by the Village of Lombard Plan Commission on April 18, 2011 pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission has filed its recommendation with the President and Board of Trustees recommending approval of the petition, subject to conditions of approval; and,

WHEREAS, the President and Board of Trustees approve and adopt the findings and recommendations of the Plan Commission and incorporate such findings and recommendations herein by reference as if they were fully set forth herein;

Ordinance No. \_\_\_\_\_  
Re: PC 11-15  
Page 2

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That an amendment to the conditional use approval for the Terrace Lakes Planned Development, as established by Ordinance 5358, is hereby granted; subject to the conditions included within Section 5 below.

SECTION 2: That a conditional use to allow for a school is hereby granted; subject to the conditions included within Section 5 below.

SECTION 3: That a variation to allow two-inch curbing is hereby granted; subject to the conditions included within Section 5 below.

SECTION 4: This ordinance is limited and restricted to the property generally located at 240 E. Progress Road, Lombard, Illinois and legally described as follows:

Lot 1 in Terrace Lakes, being a subdivision of part of the Southeast ¼ of the Southwest ¼ of Section 32, Township 40 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded December 21, 2003 as Document Number R2003-485321, in DuPage County, Illinois.

PIN: 03-32-301-039

SECTION 5: This ordinance shall be granted subject to compliance with the following conditions:

1. The petitioner shall develop the space in substantial conformance with Proposed Site Plan and Potential Use Exhibit dated July 13, 2011, Exterior Elevations and Floor Plan dated July 12, 2011, and Full Color Elevation Drawing dated July 29, 2011, prepared by The Pure Group, Preliminary Plat of Planned Development and Overall Site Plan dated July 11, 2011, and Landscape Plan dated July 5, 2011, prepared by Ruettiger, Tonelli & Associates.

Ordinance No. \_\_\_\_\_

Re: PC 11-15

Page 3

2. The petitioner shall apply for and receive permit approval for all development activity proposed for the site. Said permit application shall address the Inter-Departmental Review Committee comments.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Passed on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_\_\_, day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
William J. Mueller, Village President

ATTEST:

\_\_\_\_\_  
Brigitte O'Brien, Village Clerk

Published by me in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2011



Ordinance No. \_\_\_\_\_  
Re: PC 11-15  
Page 4

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Brigitte O'Brien, Village Clerk

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**RESOLUTION**  
**R \_\_\_\_\_ 12**

**A RESOLUTION AUTHORIZING SIGNATURE OF  
PRESIDENT AND CLERK ON A DEVELOPMENT AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received a Development Agreement for Lot 1 of Terrace Lakes Subdivision, as attached hereto and marked Exhibit "A": and,

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to authorize the development agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said document as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said Agreement as attached hereto.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Ayes: \_\_\_\_\_

Nayes: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
William J. Mueller, Village President

ATTEST:

\_\_\_\_\_  
Brigitte O'Brien, Village Clerk

**DEVELOPMENT AGREEMENT  
FOR LOT #1 OF TERRACE LAKES SUBDIVISION**

This Development Agreement (hereinafter referred to as the "Agreement"), is made and entered into this 23 day of August, 2011 by and between the School of Expressive Arts and Learning, Inc., an Illinois corporation, or successor entity to be formed prior to commencement of construction activity (collectively hereinafter referred to as the "Developer") and the VILLAGE OF LOMBARD, an Illinois municipal corporation, (hereinafter referred to as the "Village") (the Developer, and the Village being sometimes referred to herein individually as a "Party" and collectively as the "Parties").

**WITNESSETH:**

WHEREAS, the Developer is the legal owner of Lot #1 in the Terrace Lakes Subdivision, and is developing Lot #1 solely being situated within the corporate limits of the Village which is legally described in Exhibit 1 attached hereto and made a part hereof, and platted as Lot #1 of a subdivision known as Terrace Lakes Subdivision (hereinafter referred to as the "Subject Property"); and

WHEREAS, this Agreement shall provide for the Developer's obligations as to the Subject Property; and

WHEREAS, the Developer has prepared the preliminary and final plats of subdivision, architectural plans, engineering plans, site plans as referenced in this Agreement, which have all been recommended for approval by the Plan Commission and approved by the Corporate Authorities of the Village, including the deviations from Village ordinances contained therein; and

WHEREAS, the Developer has deposited/will be depositing with the Village an Irrevocable Letter of Credit or surety bond, in a form satisfactory to the Village Attorney, for an amount specified as security for the construction of the Public Improvements (as hereinafter defined) as required on the Subject Property, and for such other purpose or purposes herein mentioned; and

WHEREAS, plans and specifications for the making of the required public improvements, as prepared by RUETTIGER, TONELLI & ASSOCIATES, INC entitled "Improvement Plans for the School of Expressive Arts and Learning" and dated July 5, 2011, (attached hereto as Exhibit 2); have been approved by the Corporate Authorities of the Village, and plans for water services, sanitary sewer and storm drainage facilities for the development needs of the Subject Property have been submitted for the approval of the Corporate Authorities of the Village; copies of all the referenced documents having been filed in the office of the

Village Clerk of the Village, which copies by reference thereto are hereby incorporated as a part hereof (all of the improvements to be made pursuant to said plans being hereinafter collectively referred to as the "Public Improvements"); and

WHEREAS, plans and specifications for the making of the required site improvements within the boundaries of the Subject Property, as prepared by RUETTIGER, TONELLI & ASSOCIATES, INC entitled "Improvement Plans for the School of Expressive Arts and Learning" and dated July 5, 2011(attached hereto as Exhibit 2) and architectural plans prepared by The Pure Group, dated July 29, 2011; have been approved by the Corporate Authorities of the Village, which copies by reference thereto are hereby incorporated as a part hereof (all of the site improvements to be made pursuant to said plans being hereinafter collectively referred to as the "Site Improvements"); and

WHEREAS, the Developer has entered into contracts or will enter into contracts for the construction of the Public Improvements required to be made relative to the Subject Property.

NOW, THEREFORE, for and in consideration of the foregoing, the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties hereto agree as follows:

**Section 1:** Commencement of construction of the Public Improvements detailed herein may begin only after the Developer has delivered one or more Irrevocable Letters of Credit or surety bonds, in a form satisfactory to the Village, and issued by a company or institution having an office in the Chicago Metropolitan area which is insured by the Federal Deposit Insurance Corporation, and has capital resources of at least \$10,000,000, or such other amount as acceptable to the Village Engineer. The Letter of Credit or surety bond shall be in an amount equal to 115% of the Developer's engineer's estimate of cost of construction thereof as approved by the Village Engineer (the Village required surety for Public Improvements shall hereinafter referred to as the "Letter of Credit").

**Section 2:** The Developer agrees to cause to be made, in relation to the development of the Subject Property with due dispatch and diligence, said Public Improvements as are required under the Village's Subdivision and Development Ordinance (Chapter 154 of the Village Code), the site plan, the landscape plans, and the engineering plans therefor. The Developer will, when required to bring about progress in the work with due dispatch, take aggressive steps to enforce each contract connected with the construction of said Public Improvements, to the end that said Public Improvements will be duly and satisfactorily completed within the time or times herein mentioned. The Developer agrees that all work in the construction of said Public Improvements shall be done in a good, substantial and workmanlike manner, that all manufactured materials used therein shall be new and of good quality, that same shall at all times be subject to inspection by the Village, shall all be satisfactory to the Village and shall be subject to the Village's approval. The Developer will at its sole cost and expense furnish all necessary engineering services as set forth in this agreement for said Public Improvements.

**Section 3:** The Public Improvements subject to the Letter of Credit and included within the final site plan and engineering plans for the Subject Property shall be completed within two (2) years of the Village's issuance of a building permit to Developer to commence the Public Improvements, unless otherwise extended by amendment to this Agreement by the Corporate Authorities of the Village. Unless otherwise modified herein, the Letter of Credit, and all assurances, guarantees, acceptances, and related matters shall comply with the Village's Subdivision and Development Ordinance (Chapter 154 of the Village Code). The construction of the Public Improvements by the Developer and issuance of approvals by the Village relative to the Subject Property shall comply with the following schedule.

A. Sediment and Erosion Control

Sediment and Erosion control measures shall be implemented as per the Village's Subdivision and Development Ordinance (Chapter 154 of the Village Code) prior to building permits or authorization to proceed with mass grading or other improvements to the Subject Property. Said measures shall be maintained during the entire construction process and shall be inspected and repaired as necessary after each significant rainfall. Failure to do so may result in the issuance of a stop work order.

B. Authorization to proceed with Public Improvements and Site Improvements

Upon approval of the final engineering plans for the Public Improvements and Site Improvements as to the Subject Property, receipt of all required fees as to the Subject Property, approval of the Letter of Credit as to the Public Improvements, recording of this Agreement and the Final Plat of Subdivision, and completion of item "A" above, authorization to begin Public Improvements and Site Improvements will be given by the Village.

C. Construction of Stormwater Control System:

Stormwater detention facilities shall be located as per the plans and specifications, as depicted in Exhibit 2 attached hereto and made part hereof. Basins One (B) and Two (A) and (C) (per the basin Exhibit prepared by Ruettiger, Tonelli & Associates, Inc. attached as part of Exhibit 2) shall be operational prior to construction of the building foundation on the Subject Property. Basin Two (B) shall be operational prior to any paving on the Subject Property. An operational stormwater detention pond and stormwater management system means that the volume of the stormwater detention pond is adequate for the flow being directed to it and the restrictor outlet is in place and that the system has been reviewed and approved by the Director of Community Development. Final grading and

landscaping of the detention pond shall be completed in conjunction with final landscaping.

D. Issuance of Building Permits

Building permits for work beyond grading, stormwater control systems, underground utilities, and building foundation may be issued upon provision of adequate emergency access to the building site (gravel sub base) and an operational fire hydrant within 300 feet of the subject building site, provided that all proposed stormwater facilities have been installed and approved by the Village in accordance with Section 3C above.

E. Certificates of Occupancy

Issuance of a Certificate of Occupancy for the building on the Subject Property shall be issued upon satisfactory completion of the following:

- 1) Inspection and approval by the Building Division;
- 2) Completion of the water distribution system including testing and chlorination;
- 3) Completion of the sanitary sewer system to the building;
- 4) Landscaping of the Subject Property must be substantially completed. This includes final grading and ground cover. This condition shall be waived by the Department of Community Development if a hardship exists, on account of winter conditions, provided surety in the form of a letter of credit, bond in a form satisfactory to the Village Attorney or cash deposit in favor of the Village is posted by the Developer to ensure the completion of the landscaping improvements when weather permits; and
- 5) Record drawings (as built) of the detention pond and of the sanitary sewer and domestic water facilities required to serve any buildings shall be submitted and approved prior to the issuance of a final Certificate of Occupancy.

F. Other Improvements

- 1) Final grading and soil stabilization in accordance with the approved civil and landscape plan of the detention pond must be completed within fifteen (15) days of initial disturbance.
- 2) All required Public Improvements as to the Subject Property shall be completed within two (2) years of the Village's issuance of a building permit to Developer to commence construction of the Public Improvements.

- 3) It is agreed that the Department of Community Development and/or the appropriate governing authority shall allow the Developer to modify the required Village specifications for the sub-grade and base course for asphalt paving and concrete flatwork to include the use of alternative base materials (including but not limited to the use of larger stone than Village specifications currently allow) provided that said alternative sub-grade and/or base materials provide a suitable compaction of the base as determined by the Village's Private Development Engineer. For purposes of this Agreement, the Village shall consider the use of a geotextile fabric with three (3) inch rock for the first ten (10) inches of base, then four (4) inches of CA-6 stone, with four (4) inches of surface asphalt and with proof roll on the sub-grade and base course as satisfactory in meeting specifications for the access drives and the loading dock area. Also for purposes of this Agreement, the Village shall consider the use of a geotextile fabric with three (3) inch rock for the first eight (8) inches of base, then four (4) inches of CA-6 stone, with three (3) inches of surface asphalt surface as satisfactory in meeting specifications for the parking lot south of the proposed building. For any of the access drives, loading dock or parking lot, improvements, nuclear density testing shall not be required.

**G. Acceptance of Public Improvements**

- 1) Final record drawings (as built), including final grading and all utilities, shall be submitted for the review and approval by the Director of Community Development prior to acceptance of the Public Improvements.
- 2) Engineer's Certification. The Developer's design engineer is to certify that the detention pond was constructed in accordance with the Village's flood control ordinances, and that the Public Improvements have been constructed substantially to plan.
- 3) All deficiencies described in the final punch list shall be satisfactorily completed and approved by the Directors of Public Works and Community Development.
- 4) A maintenance guarantee in the form of a letter of credit or surety bond, in a form satisfactory to the Village Attorney, in the amount of 10% of the cost of the Public Improvements shall be submitted to the Village and approved by the Village; and said letter of credit or surety bond, in a form satisfactory to the Village Attorney, shall comply with the Village's Subdivision and Development Ordinance (Chapter 154 of the Village Code) (hereinafter referred to as the "Maintenance Letter of Credit").

- 5) The Public Improvements to be dedicated to the Village shall be accepted by the Corporate Authorities upon receipt of a recommendation to do so from Village staff, as more fully described in Section 10 below. Upon acceptance by the Corporate Authorities, the Letter of Credit that secured construction of the Public Improvements (see Section 1 above) shall be returned to the Developer.
- 6) The Maintenance Letter of Credit or bond, in a form satisfactory to the Village Attorney, upon inspection of the Public Improvements and determination that no deficiencies exist, shall be returned at the time of its expiration, which shall be two (2) years from the date of the Village's acceptance of the Public Improvements.

**Section 4: Construction Damage to Existing Public Improvements**

Care shall be taken to avoid damage to existing public improvements, including utilities and curbs, during construction. Any existing public improvements damaged during construction shall be repaired to the satisfaction of the Village and in substantial compliance with this Agreement and all relevant Village codes and ordinances.

**Section 5: Dedication of Public Improvements**

Upon approval and acceptance of the aforesaid Public Improvements by the Village, same shall become the property of the Village and subject to its control; and if deemed necessary or desirable by the Corporate Authorities of the Village, a formal dedication or conveyance to the Village shall be made by the Developer. Said conveyance shall also include a dedication of easements to the Village for utility and maintenance purposes where applicable.

**Section 6: Cross-Access Easement Provisions**

The Developer shall submit to the Village of Lombard for review and approval a cross-access easement across the Subject Property for the benefit of Lot 2 of the Terrace Lakes Subdivision for the exclusive purpose of access and maintenance of Lot 2 as a passive conservation area. The location and dimensions of said easement shall be reviewed and approved by the Village's Directors of Community Development and Public Works. The Developer is not responsible for construction of any roadway or access or security improvements associated with the grant of the cross-access easement. Said cross-access easement shall provide that the owner of Lot 2 shall indemnify and hold-harmless the Developer its successors and assignees from any and from any and all claims, damages, judgments, costs and settlements including, but not limited to attorneys' fees that may arise from the owner of Lot 2 or any third parties use of the cross-access easement to gain access to Lot 2 of the Terrace Lakes Subdivision.



**Section 7: Letter of Credit**

It is expressly understood that this Agreement is conditional upon and subject to the delivery to the Village of the document provided for in Section 1 above from the financial institution approved by the Village, and subject to the Corporate Authorities of the Village approving same and placing same on file with the Village Clerk.

**Section 8: Site Access**

Developer (and its contractors) shall keep all streets which provide access to the Subject Property reasonably clean from all mud, gravel and other debris at all times. If the Village determines that the streets are not kept reasonably clean, the Village reserves the right, within twenty-four (24) hours after notice to Developer, to sweep the street and will invoice the Developer for the service the Village has rendered, with Developer hereby agreeing to pay the amount due the Village within fifteen (15) days of the receipt of any such invoice. Late payments by the Developer shall accrue interest at the rate of eighteen percent (18%) per annum.

**Section 9: Progress Road Right-of-Way**

In lieu of public improvements along and to the Progress Road public right-of-way, the Developer has made an application to the Village for the vacation of a portion of the Progress Road right-of-way (hereinafter referred to as the "Subject Vacation") as depicted in Exhibit 3 attached hereto and made a part hereof. As part of the Subject Vacation and in consideration of development of the Subject Property, the Developer shall be responsible for the following:

**A. Vacation Appraisal**

Pursuant to Section 154.203 (F)(4) of the Lombard Village Code, the Developer shall reimburse the Village for all costs associated with the real estate appraisal for the Subject Vacation. The appraisal shall not exceed Five Hundred Dollars (\$500.00).

**B. Plat of Vacation**

The Developer shall provide the Village with a Plat of Vacation for the Subject Vacation for review and consideration of approval.

**C. Utility Grants of Easement**

The Developer has submitted to the Village a plat granting public utility and drainage easements to the Village for all existing and proposed water and sewer utilities within the Subject Vacation area, as depicted in Exhibit 3.

**D. Cross-Access Easement Provisions**

The Developer shall provide the cross-access easements for the use and benefit of the abutting property owners to the Subject Vacation as well as any subsequent owners of Lot 2 of the Terrace Lakes Subdivision. Said cross-access easements shall be included on

a separate Plat of Easement and shall be submitted to the Village for review and recording with the Office of the DuPage County Recorder.

**E. Site Improvements for the Subject Vacation**

In consideration of the Subject Vacation, and subject to approval by the Corporate Authorities of the Village, the Developer shall not be responsible for the full improvement of the right-of-way being vacated as part of the Subject Vacation. However, the Developer shall complete the following activities associated with the Subject Vacation, as consideration for the Village's approval of the Subject Vacation:

1. All improvements located within the Subject Vacation shall be constructed pursuant to engineering plans prepared by RUETTIGER, TONELLI & ASSOCIATES, INC entitled "Improvement Plans for the School of Expressive Arts and Learning" and dated July 5, 2011, last revised on \_\_\_\_\_, and attached hereto as Exhibit "B".
2. **Depressed Curb**  
The Owner and Developer shall be required to install a depressed curb/radius connecting the eastern curb line of Garfield Road with the southern curb line of Progress Road at the western terminus of the Subject Vacation. Said design and location shall be reviewed and approved by the Village Engineer.
3. **Street/Driveway Lighting**  
Owner and Developer shall not be required to provide public street lighting, but shall have the right to install driveway lighting as deemed necessary by the Owner and Developer.
4. **Walkways/Sidewalks**  
Owner and Developer have the right, but not the obligation, to construct a sidewalk within the area of the Subject Vacation. Any proposed walkways sidewalk shall be subject to review and approval by the Village's Department of Community Development.
5. **Parking**  
Owner and Developer shall install "No Parking" signs along any driveways constructed within the Subject Vacation area.
6. **Driveway Design Standard**  
Owner and Developer shall be obligated to maintain the pavement surface area within the area of the Subject Vacation to the standards specifically noted within the "Village of Lombard Specification Manual for the Design of Public Improvements or Site Improvements" for parking lot pavement with truck movement.

**Section 10: Acceptance**

Public Improvements as to the Subject Property shall be accepted by the Corporate Authorities of the Village only after certification by the Village Engineer and Director of Community Development that the Public Improvements are in compliance with previously approved plans, specifications, and relevant codes and ordinances of the Village. All required fees shall be paid and all required procedures shall be followed prior to such acceptance. The Village shall not be liable for any damages that may occur on any roadways within the Subject Property that have not been accepted by the Village, unless such damage is caused by the Village, its employees or contractors. The Developer shall hold the Village free and harmless and indemnify the Village, and its agents, officers and employees from any and all such claims, damages, judgements, costs and settlements including, but not limited to attorneys' fees that may arise from construction, use, repair, or maintenance of the Public Improvements before they are accepted by the Village.

**Section 11: Notices**

All notices or demands to be given hereunder shall be in writing, and delivered by personal service or Certified or Registered U.S. Mail, return receipt requested. Said notices shall be provided to the Developer at:

The School of Expressive Arts and Learning, Inc.  
1110 N. Main Street  
Lombard, IL 60148

With Copies to: Vincent M. Rosanova  
Rosanova & Whitaker, Ltd.  
23 W. Jefferson Ave., Suite 200  
Naperville, Illinois 60540

The Pure Group  
Steve Tetens  
P.O. Box 264  
Plainfield, Illinois 60544

Kevin Camden, Esq.  
1300 W. Higgins Road, Suite 301  
Park Ridge, Illinois 60068

and to the Village at:

President and Board of Trustees  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148-3926

With copies to:

Village Manager  
VILLAGE OF LOMBARD  
255 East Wilson Avenue  
Lombard, Illinois 60148

Director of Community Development  
VILLAGE OF LOMBARD  
255 East Wilson Avenue  
Lombard, Illinois 60148

Thomas P. Bayer  
KLEIN, THORPE AND JENKINS, LTD.  
Civic Opera Building  
20 North Wacker Drive  
Suite 1660  
Chicago, Illinois 60606

**Section 12: Binding Effect and Term and Covenants Running with the Land**

This Agreement has been executed on behalf of the Village pursuant to action adopted by the Corporate Authorities of said Village at a meeting of said Corporate Authorities duly held on September 1, 2011.

This Agreement has been executed by the Developer and shall be binding on their respective heirs, successors and assigns.

This Agreement shall automatically expire upon the expiration of the Maintenance Letter of Credit required at the time of acceptance of the Public Improvements, as set forth above.

Upon the sale or conveyance of the Subject Property, Developer shall have no further obligation under this Agreement, provided that the successor developer posts the requisite Letter of Credit required under this Agreement, at which time the Village agrees to release any Letter of Credit or other surety posted by Developer.

**Section 13:** In the event any Party (hereinafter referred to as the "First Party") institutes legal proceedings against another Party (hereinafter referred to as the "Second Party") for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the Second Party all expenses of such legal proceedings incurred by the First Party including, but not limited to, the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the First Party in connection therewith (and any appeal thereof). The Second Party may, in its sole discretion, appeal any such judgment rendered in favor of the First Party against the Second Party, with the costs thereof being similarly awarded to the prevailing Party.

**Section 14:** The Developer hereby represents that they have consulted with an attorney prior to the execution of this Agreement and have reviewed the terms hereof with said attorney.

**Section 15:** This Agreement shall be recorded by the Village with the DuPage County Recorder's Office at the Developer's expense.

**Section 16:** This Agreement shall be construed pursuant to Illinois law, and venue for purposes of any litigation between the Parties, shall be in the Circuit County for the Eighteenth Judicial Circuit, DuPage County, Illinois.

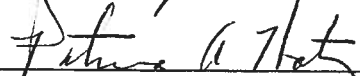
IN WITNESS WHEREOF, the Parties hereto have caused these presents to be duly executed on their behalf, respectively, and have caused their respective Corporate Seals to be affixed hereto, all as of the day and year first above written.

Developer: School of Expressive Arts and Learning, Inc., an Illinois corporation

By: 

Name: Krause Larson

Title: President

Attest: 

Name: Patricia A. Hotz

Title: Director/Secretary

Village of Lombard:

By: \_\_\_\_\_ (Village President)

Attest. : \_\_\_\_\_ (Village Clerk)

**EXHIBIT 1**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

LOT 1 IN TERRACE LAKES, BEING A SUBDIVISION OF PART OF THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 2003 AS DOCUMENT NUMBER R2003-485321, IN DUPAGE COUNTY, ILLINOIS.

Parcel Number: 03-32-301-039

Common Address: 240 East Progress Road  
Lombard, Illinois 60148

**EXHIBIT 2  
PLANS & SPECIFICATIONS**



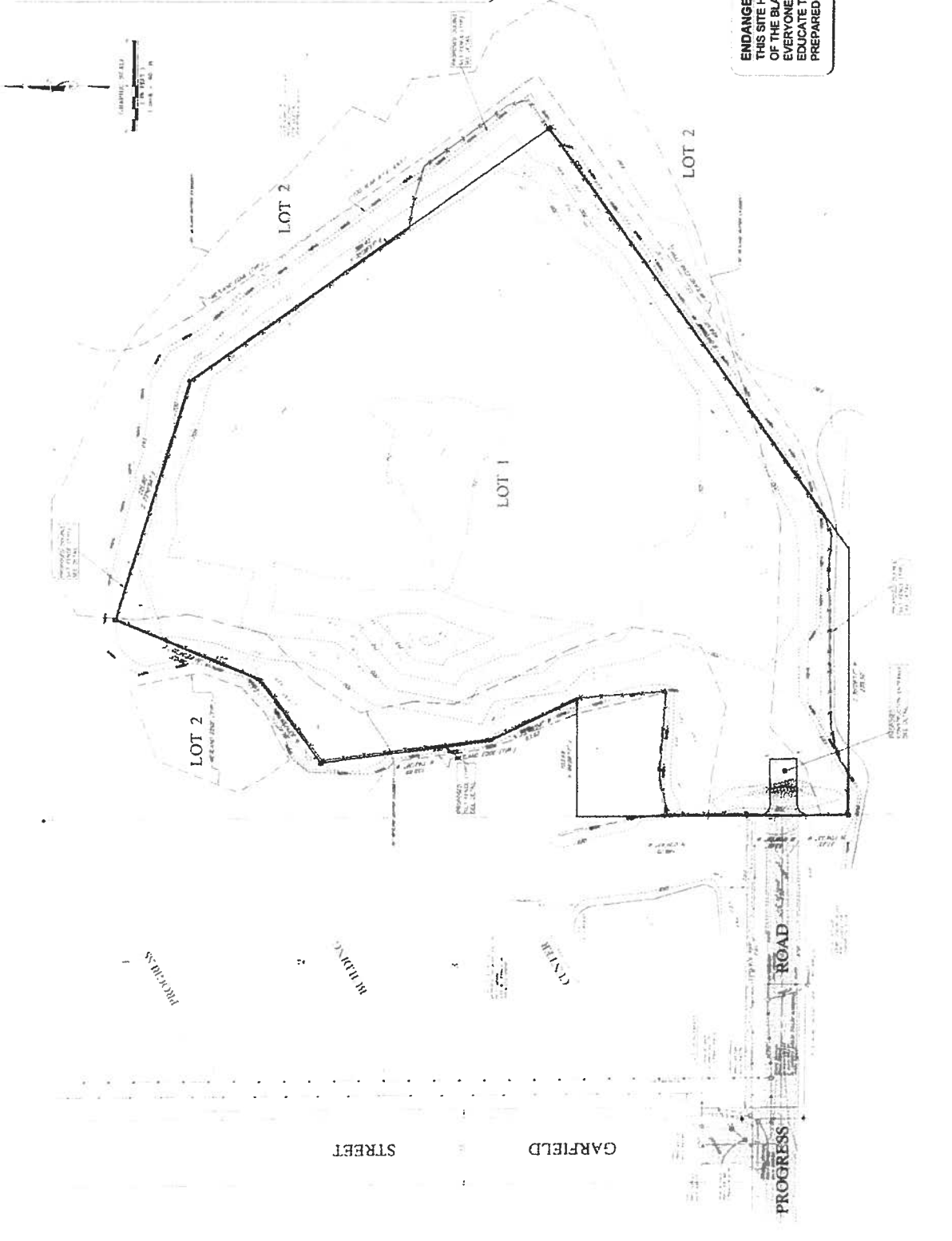




**EROSION CONTROL NOTES**

1. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND THROUGHOUT THE LIFE OF THE PROJECT.
2. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND THROUGHOUT THE LIFE OF THE PROJECT.
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15. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND THROUGHOUT THE LIFE OF THE PROJECT.
16. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND THROUGHOUT THE LIFE OF THE PROJECT.
17. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND THROUGHOUT THE LIFE OF THE PROJECT.
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19. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND THROUGHOUT THE LIFE OF THE PROJECT.
20. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND THROUGHOUT THE LIFE OF THE PROJECT.

**ENDANGERED SPECIES**  
 THIS SITE HAS THE POTENTIAL TO CONTAIN THE PRESENCE OF THE BLANDINGS TURTLE. IT IS THE RESPONSIBILITY OF EVERYONE INVOLVED IN CONSTRUCTION ON THIS SITE TO EDUCATE THEMSELVES ON THE MANAGEMENT PLAN PREPARED BY HEY & ASSOCIATES.



<p><b>RT &amp; A</b></p> <p><b>Ruettiger, Tonelli &amp; Associates, Inc.</b>                  Surveyors, Engineers, Planners &amp; Architects                  2144 N. ELSTREE BLVD., SUITE 100                  CHICAGO, ILLINOIS 60641                  PH: (815) 744-6600 FAX: (815) 744-6100                  website: www.rtaassociates.com</p>		<p>PROJECT TITLE  <b>S.E.A.L. NORTH                  LOMBARD, ILLINOIS</b></p>	<p>DRAWING NO.  <b>310-021-C1</b></p> <p>SCALE  <b>AS NOTED</b></p> <p>ENGINEERING DEPARTMENT  <b>SHEET 3 OF 13</b></p>																								
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION										<p>DOCUMENTATION</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION									
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**UTILITY CROSSING INFORMATION**

<p>1. ALL UTILITY CROSSINGS SHALL BE SHOWN ON THIS PLAN. THE LOCATION OF ALL UTILITY CROSSINGS SHALL BE SHOWN BY A DASHED LINE WITH THE UTILITY TYPE AND DEPTH INDICATED. THE DEPTH SHALL BE INDICATED BY A NUMBER IN FEET. THE UTILITY TYPE SHALL BE INDICATED BY A LETTER IN THE FOLLOWING COLUMN:</p>	<p>2. ALL UTILITY CROSSINGS SHALL BE SHOWN ON THIS PLAN. THE LOCATION OF ALL UTILITY CROSSINGS SHALL BE SHOWN BY A DASHED LINE WITH THE UTILITY TYPE AND DEPTH INDICATED. THE DEPTH SHALL BE INDICATED BY A NUMBER IN FEET. THE UTILITY TYPE SHALL BE INDICATED BY A LETTER IN THE FOLLOWING COLUMN:</p>
<p>3. ALL UTILITY CROSSINGS SHALL BE SHOWN ON THIS PLAN. THE LOCATION OF ALL UTILITY CROSSINGS SHALL BE SHOWN BY A DASHED LINE WITH THE UTILITY TYPE AND DEPTH INDICATED. THE DEPTH SHALL BE INDICATED BY A NUMBER IN FEET. THE UTILITY TYPE SHALL BE INDICATED BY A LETTER IN THE FOLLOWING COLUMN:</p>	<p>4. ALL UTILITY CROSSINGS SHALL BE SHOWN ON THIS PLAN. THE LOCATION OF ALL UTILITY CROSSINGS SHALL BE SHOWN BY A DASHED LINE WITH THE UTILITY TYPE AND DEPTH INDICATED. THE DEPTH SHALL BE INDICATED BY A NUMBER IN FEET. THE UTILITY TYPE SHALL BE INDICATED BY A LETTER IN THE FOLLOWING COLUMN:</p>

PROPOSED	DESCRIPTION	CROSSING
1	12" WATER	1
2	18" WATER	2
3	24" WATER	3
4	30" WATER	4
5	36" WATER	5
6	42" WATER	6
7	48" WATER	7
8	54" WATER	8
9	60" WATER	9
10	66" WATER	10
11	72" WATER	11
12	78" WATER	12
13	84" WATER	13
14	90" WATER	14
15	96" WATER	15
16	102" WATER	16
17	108" WATER	17
18	114" WATER	18
19	120" WATER	19
20	126" WATER	20
21	132" WATER	21
22	138" WATER	22
23	144" WATER	23
24	150" WATER	24
25	156" WATER	25
26	162" WATER	26
27	168" WATER	27
28	174" WATER	28
29	180" WATER	29
30	186" WATER	30
31	192" WATER	31
32	198" WATER	32
33	204" WATER	33
34	210" WATER	34
35	216" WATER	35
36	222" WATER	36
37	228" WATER	37
38	234" WATER	38
39	240" WATER	39
40	246" WATER	40
41	252" WATER	41
42	258" WATER	42
43	264" WATER	43
44	270" WATER	44
45	276" WATER	45
46	282" WATER	46
47	288" WATER	47
48	294" WATER	48
49	300" WATER	49
50	306" WATER	50
51	312" WATER	51
52	318" WATER	52
53	324" WATER	53
54	330" WATER	54
55	336" WATER	55
56	342" WATER	56
57	348" WATER	57
58	354" WATER	58
59	360" WATER	59
60	366" WATER	60
61	372" WATER	61
62	378" WATER	62
63	384" WATER	63
64	390" WATER	64
65	396" WATER	65
66	402" WATER	66
67	408" WATER	67
68	414" WATER	68
69	420" WATER	69
70	426" WATER	70
71	432" WATER	71
72	438" WATER	72
73	444" WATER	73
74	450" WATER	74
75	456" WATER	75
76	462" WATER	76
77	468" WATER	77
78	474" WATER	78
79	480" WATER	79
80	486" WATER	80
81	492" WATER	81
82	498" WATER	82
83	504" WATER	83
84	510" WATER	84
85	516" WATER	85
86	522" WATER	86
87	528" WATER	87
88	534" WATER	88
89	540" WATER	89
90	546" WATER	90
91	552" WATER	91
92	558" WATER	92
93	564" WATER	93
94	570" WATER	94
95	576" WATER	95
96	582" WATER	96
97	588" WATER	97
98	594" WATER	98
99	600" WATER	99
100	606" WATER	100

1. ALL UTILITY CROSSINGS SHALL BE SHOWN ON THIS PLAN. THE LOCATION OF ALL UTILITY CROSSINGS SHALL BE SHOWN BY A DASHED LINE WITH THE UTILITY TYPE AND DEPTH INDICATED. THE DEPTH SHALL BE INDICATED BY A NUMBER IN FEET. THE UTILITY TYPE SHALL BE INDICATED BY A LETTER IN THE FOLLOWING COLUMN:

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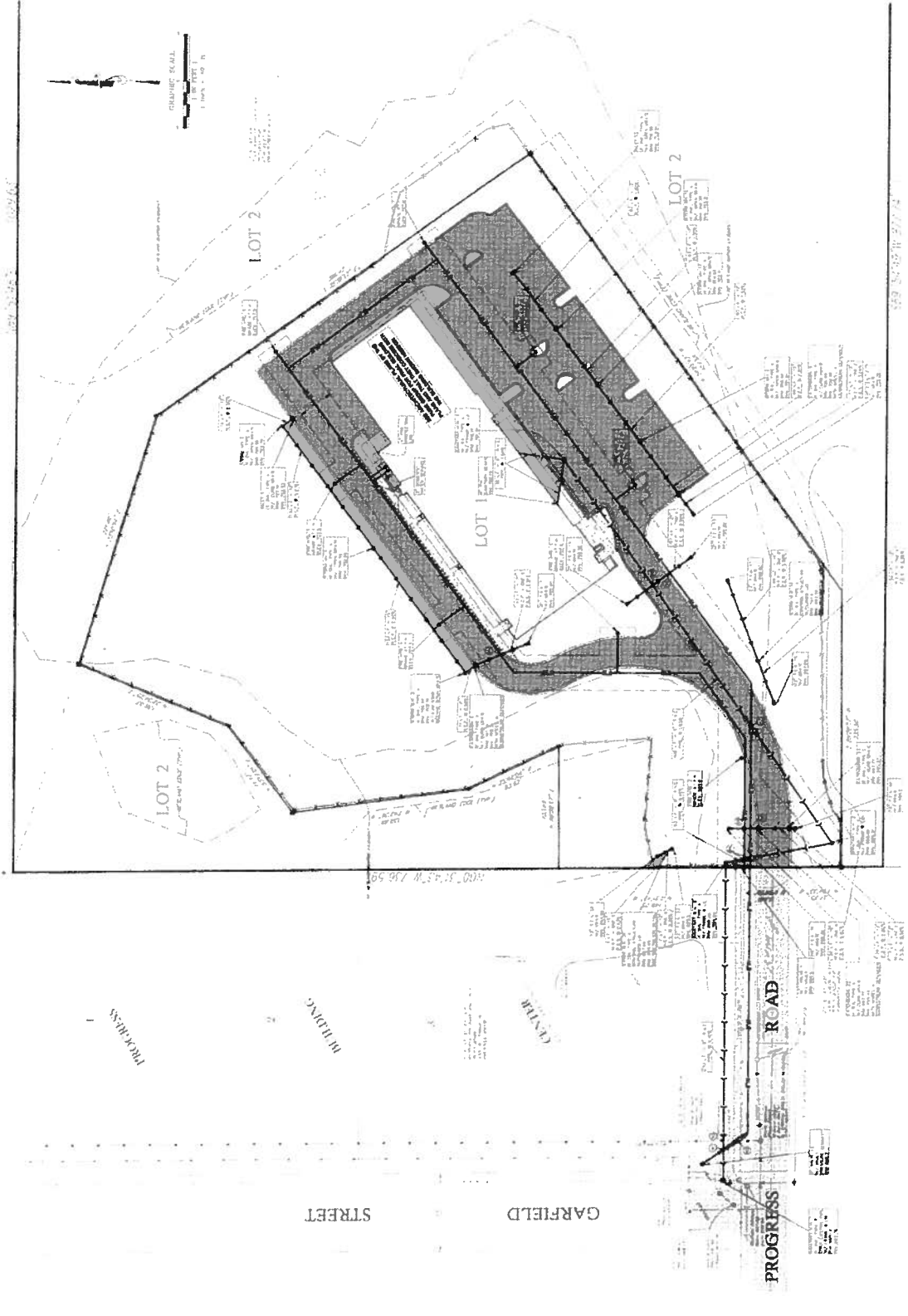
6. ALL UTILITY CROSSINGS SHALL BE SHOWN ON THIS PLAN. THE LOCATION OF ALL UTILITY CROSSINGS SHALL BE SHOWN BY A DASHED LINE WITH THE UTILITY TYPE AND DEPTH INDICATED. THE DEPTH SHALL BE INDICATED BY A NUMBER IN FEET. THE UTILITY TYPE SHALL BE INDICATED BY A LETTER IN THE FOLLOWING COLUMN:

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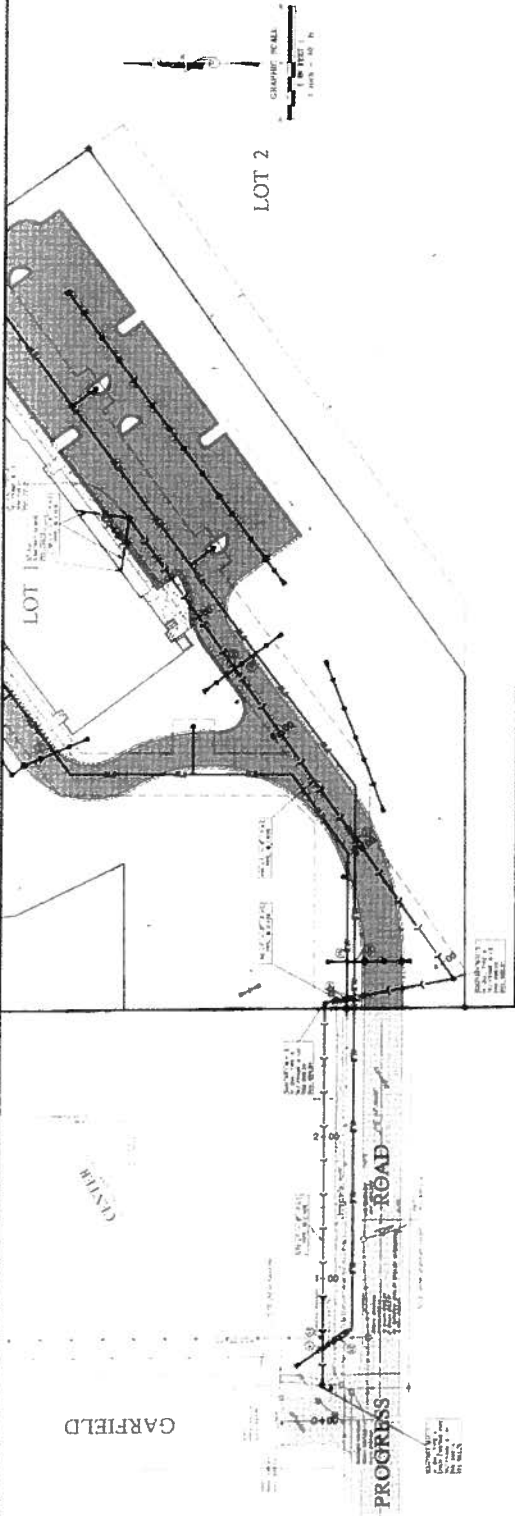


<p><b>RT &amp; A</b></p> <p><b>Ruettiger, Tonelli &amp; Associates, Inc.</b>          Surveyors, Engineers, Landscape Architects, GIS Consultants          2174 GARDEN STREET, SUITE 101          P.O. BOX 344-600, LAKE FOREST, ILLINOIS 60045          PHONE: (815) 744-6000 FAX: (815) 744-0100          WEBSITE: www.ruettigerandassociates.com</p>	<p>PROJECT FILE: S.E.A.L. NORTH LOMBARD, ILLINOIS</p>	<p>DRAWING TITLE: SITE UTILITY PLAN</p>	<p>DRAWING NO: 310-0731-C1</p>
	<p>DATE: 10/15/08</p>	<p>SCALE: AS NOTED</p>	<p>ENGINEERING DEPARTMENT: SHEET 4 OF 13</p>

**UTILITY CROSSING INFORMATION**

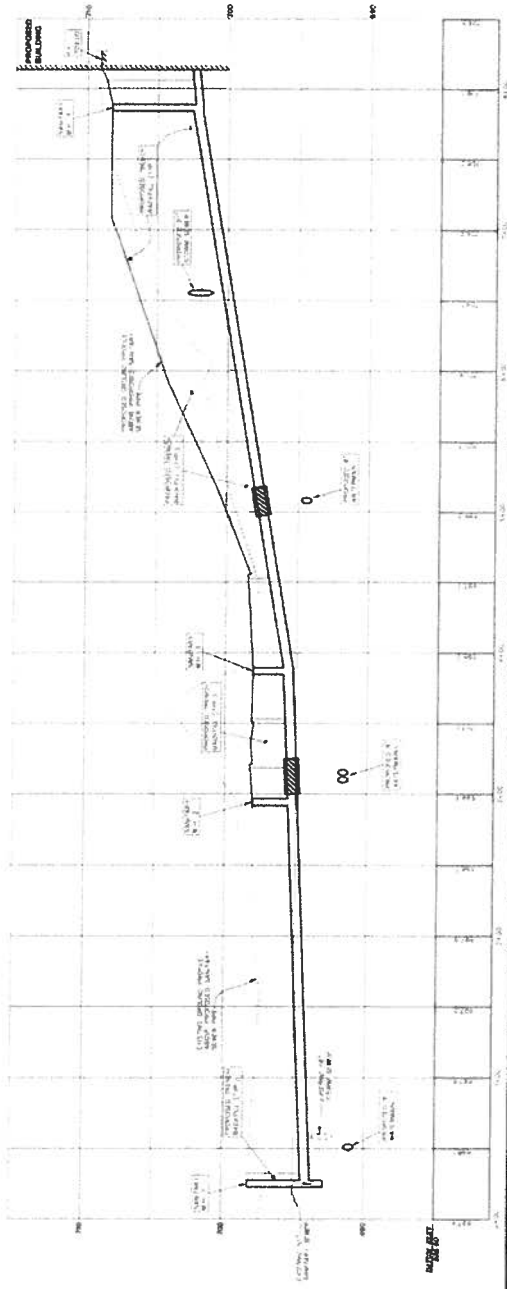
<p>PROPOSED 12" DIA. WATER MAIN</p> <p>PROPOSED 12" DIA. GAS MAIN</p> <p>PROPOSED 12" DIA. SANITARY SEWER</p>	<p>EXISTING 12" DIA. WATER MAIN</p> <p>EXISTING 12" DIA. GAS MAIN</p> <p>EXISTING 12" DIA. SANITARY SEWER</p>
---	---

SEE LIST OF UTILITY CROSSINGS AND STORM SEWER DESIGN



**PLAN OF SANITARY SEWER**  
SCALE: 1" = 40'

**PROFILE OF SANITARY SEWER**  
SCALE: HORIZONTAL 1" = 2' VERTICAL 1" = 2'



**LEGEND**

PROPOSED	DESCRIPTION	EXISTING
—	12" DIA. WATER MAIN	—
—	12" DIA. GAS MAIN	—
—	12" DIA. SANITARY SEWER	—
—	12" DIA. WATER MAIN	—
—	12" DIA. GAS MAIN	—
—	12" DIA. SANITARY SEWER	—

SEE LIST OF UTILITY CROSSINGS AND STORM SEWER DESIGN

<p><b>RT &amp; A</b></p> <p><b>Ruettiger, Tonelli &amp; Associates, Inc.</b>                  Surveyors, Engineers, Planners, Landscape Architects, E.I.S. Consultants                  2111 WARDEN AVENUE, SUITE 200                  PH: (615) 744-4600 FAX: (615) 744-0101                  website: www.rtaonline.com</p>	<p>PROJECT TITLE <b>S.E.A.L. NORTH LOMBARD, ILLINOIS</b></p>	<p>DRAWING TITLE <b>PLAN AND PROFILE OF SANITARY SEWER</b></p>
	<p>DATE: 10/15/03                  BY: JTB                  CHECKED: JTB                  APPROVED: JTB</p>	<p>DRAWING NO: 310-0731-C1                  SCALE: AS NOTED                  ENGINEERING DEPARTMENT                  SHEET 5 OF 13</p>





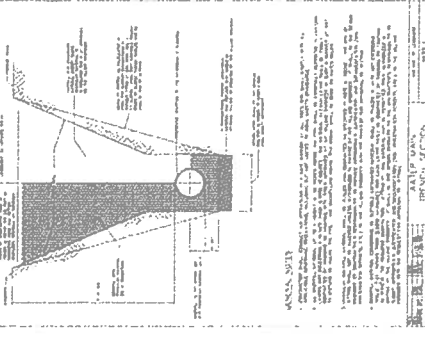
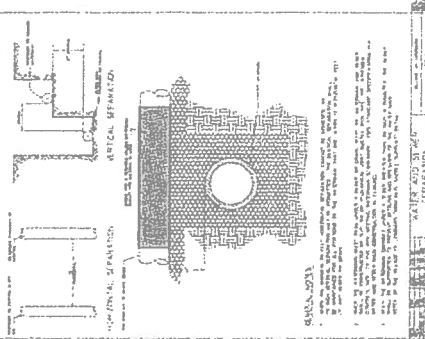
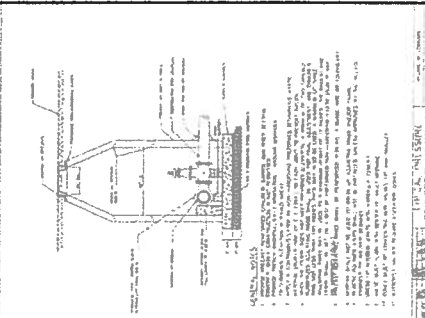
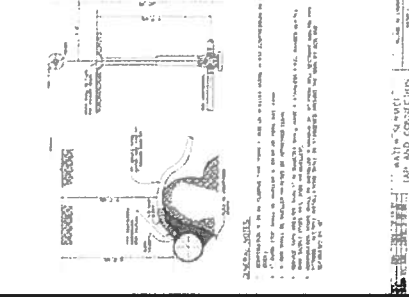
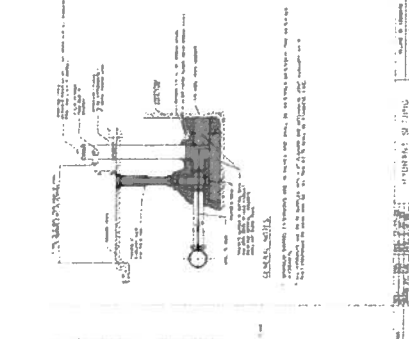
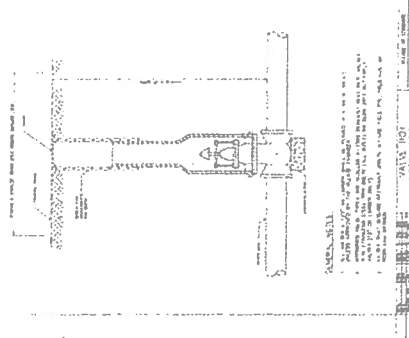
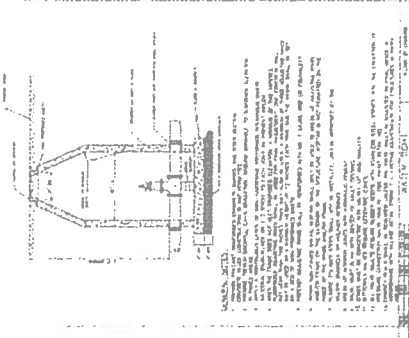
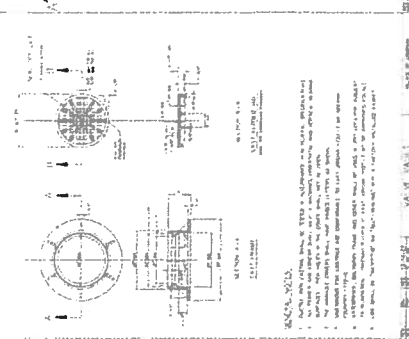
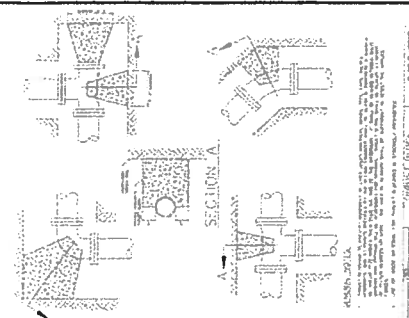












DRAWING NO. 310-0781-C1  
 SCALE AS NOTED  
 ENGINEERING DEPARTMENT  
 SHEET 11 OF 13

PROJECT TITLE  
**CONSTRUCTION DETAILS**  
 (3 OF 5)

S.E.A.L. NORTH  
 LOMBARD, ILLINOIS

**Ruettiger, Tonelli & Associates, Inc.**  
 Surveyors • Engineers • Planners • Landscape Architects • GIS Consultants  
 2174 S. 14th Street, Suite 100  
 Peoria, IL 61614  
 PH: (309) 344-6600 FAX: (309) 344-0701  
 website: www.ruettiger.com

**RT & A**

DATE: 4/25/2014  
 BY: [Signature]  
 DESCRIPTION: [Blank]

NO.	DATE	DESCRIPTION	BY	DATE	DESCRIPTION

11/15/2013 10:58:11 AM C:\Users\jgarcia\Documents\310-0781-C1.dwg



**REVISIONS**

No.	DATE	DESCRIPTION	BY	CHKD.

**DESCRIPTION**

CONSTRUCTION DETAILS

**REVISIONS**

DATE: 05/19/05  
 DRAWN BY: JMS  
 CHECKED BY: JMS  
 APPROVED BY: JMS

HydroW International  
 41 Indiana Drive  
 Lombard, IL 60148  
 TEL: (708) 744-6000  
 FAX: (708) 744-6101  
 WWW: www.ruettinger.com

**CHARACTERISTICS**

1. Manufactured from 304 stainless steel.
2. Available in 12, 18, 24, 30, 36, 42, 48, 54, 60, 66, 72, 78, 84, 90, 96, 102, 108, 114, 120, 126, 132, 138, 144, 150, 156, 162, 168, 174, 180, 186, 192, 198, 204, 210, 216, 222, 228, 234, 240, 246, 252, 258, 264, 270, 276, 282, 288, 294, 300, 306, 312, 318, 324, 330, 336, 342, 348, 354, 360, 366, 372, 378, 384, 390, 396, 402, 408, 414, 420, 426, 432, 438, 444, 450, 456, 462, 468, 474, 480, 486, 492, 498, 504, 510, 516, 522, 528, 534, 540, 546, 552, 558, 564, 570, 576, 582, 588, 594, 600, 606, 612, 618, 624, 630, 636, 642, 648, 654, 660, 666, 672, 678, 684, 690, 696, 702, 708, 714, 720, 726, 732, 738, 744, 750, 756, 762, 768, 774, 780, 786, 792, 798, 804, 810, 816, 822, 828, 834, 840, 846, 852, 858, 864, 870, 876, 882, 888, 894, 900, 906, 912, 918, 924, 930, 936, 942, 948, 954, 960, 966, 972, 978, 984, 990, 996, 1002, 1008, 1014, 1020, 1026, 1032, 1038, 1044, 1050, 1056, 1062, 1068, 1074, 1080, 1086, 1092, 1098, 1104, 1110, 1116, 1122, 1128, 1134, 1140, 1146, 1152, 1158, 1164, 1170, 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**LANDSCAPE SPECIFICATIONS**

**A. General**

1. Contractor shall verify conditions of all underground utilities prior to starting any earthwork conditions and information on drawings. Property reports any concealed conditions, discrepancies, or deviations from the information shown in the contract documents. The Owner is not responsible for unanticipated changes or extra work required to correct unreported discrepancies.
2. Contractor shall be responsible for daily cleanup of all trash and debris from the work.
3. Contractor shall secure and pay for permits, fees and easements necessary for the proper execution of the work. Contractor shall comply with applicable local codes and landscape design standards to the performance of the work.
4. Landscape Contractor shall submit certificates of insurance for workman's compensation and general liability.
5. Minor adjustments to plant locations may be necessary due to field conditions, soil grading, and utility locations. The contractor shall notify the Owner if major adjustments are required.
6. No substitutions in type or size will be accepted without written approval from Owner's Representative. Plants not conforming to what has been accepted without written approval may be replaced at the Contractor's expense.
7. All landscape work shall be in accordance to standards established for landscape construction and planting in the Illinois Standardized Landscape Specifications (ISLA), Minnesota Association of Nurserymen, and local landscape ordinances.

**B. Site Preparation**

1. Free grade landscape areas to smooth, true drainage, even surface, free of large stones, debris, and depressions.
2. Slope for seeding to have a minimum of 4" - 6" of topsoil applied before seeding.
3. Areas of excess growth shall be herbicided and removed or killed, mowed and removed prior to seeding.
4. No seeding shall start until final grades have been approved by the Owner. Seeding done without grade approval may result in areas being reseeded at contractor's expense.
5. Planting areas created within existing parking lots shall be excavated a minimum of 3 feet below pavement surface. Excavated surface shall be compacted and not mixed with existing soil. Provide underdrainage as necessary or as shown on plans and details.

**C. Plantings and Fertilizer**

1. Planting material for trees and shrubs shall consist of 60% acceptable, mature, topsoil and 40% mushroom compost, or other medium approved by Owner.
2. All plants shall be nursery grown with straight and unobscured stems in accordance with American Standards for Nursery Stock.
3. All plants shall be typical of their species or variety and shall have a normal habit of growth. They shall be sound, healthy and vigorous, well branched and densely foliated when in leaf, shall be free of disease and insect pests, cuts or lacerations, and shall have healthy, well-developed root systems.
4. Balled and burlapped plants shall be dug with firm natural balls of earth, of diameter and depth to enclose most of the fibrous roots. Container grown stock shall have been grown in a container long enough for the root system to have developed sufficiently to hold its soil together firm and whole. No plants shall be loose in the container.
5. Root balls of all plants shall be adequately protected at all times from sun and drying winds or frost. Plants with broken root balls or excessive damage to the crown shall be replaced prior to planting.
6. Stems, perennial and ground cover material shall be placed in planting beds prepared to receive 10-10-10 fertilizer to planting soil at the rate of 1/2 pound per cubic yard of planting soil. A pre-emergence herbicide shall be applied to the planting beds in accordance with the manufacturer's instructions. Fertilizer beds shall be mulched with ground hardwood mulch, minimum 3" thick.
7. Small beds and trees shall be mulched with hardwood mulch as noted.
8. Do not locate plants within 10 feet of the hydrants, transformers, or other above ground utilities unless noted otherwise on the drawings.
9. All bed lines and tree markers shall define a level-sloped ridge between lawn and mulched areas unless noted otherwise.
10. No bare root plants shall be allowed, unless approved in writing from the Owner.

**D. Fertilizer and Amendments**

1. During site preparation and prior to seeding, apply a granular, non-burning fertilizer of not less than 50% organic soil residue products at a rate of 1.5 tons per 1,000 square feet.
2. Starter fertilizer shall have an approximate analysis of 6-24-24 or similar approved composition.
3. Apply fertilizer by mechanical means thoroughly and evenly distributed with soil by desking, to a depth of 3".
4. Contractor shall apply a pre-emergent herbicide to all planting beds before application of mulch.

**E. Turf**

1. Grass seed shall be clean, certified seed free of noxious weeds and mixed to the appropriate proportions by weight.
2. Grass and seed certification tags shall be provided to the Owner for approval prior to installing.
3. Seed mix shall be by proportioned by weight according to percent by species as indicated on plans.
4. Seed shall be applied at a rate of 5 lbs. per 1,000 square feet, unless noted otherwise.
5. Apply seed with a rotary or drop-type distributor. Distributor shall be calibrated to ensure equal quantities in two directions at right angles to each other.
6. After seeding, rake soil surface lightly to incorporate seed into surface, rake with light lawn roller.
7. Within 24 hours seedbed areas shall be mulched with polypropylene straw mulch (1000 lbs/1000 sq ft), nylon mulch, or heavy mulch at the rate of 1/2 - 5/8" depth. 1/2" straw mulch is used, it shall be spread uniformly at 2.5 tons per acre, and compact into soil. On slopes of 5:1 or steeper, landscape mulch products shall be used.
8. Native seed, if specified, shall be established with a cover crop per local vendor recommendations.
9. Native seed areas shall not require fertilizer.
10. Soil shall be a certified turfgrass containing a minimum of three varieties of Ryegrass, unless noted differently on the plans and not at a uniform thickness of 3/4" initial soil water, 40 hours of curing from maturity. Soil shall be mixed base only. Soil shall be rolled and tamped on slopes.

**F. Maintenance - Nursery**

1. Contractor shall submit soil growers' combination of grass species and identify location.
2. Contractor shall identify planted material (trees, shrubs) for one (1) year from date of final acceptance at 100% of the installed price.
3. Lawn areas, perennials, and annuals shall be seasonally maintained for a period of 90 days from date of final acceptance. Plant material installed in the fall (September or later) shall have warranty postponed to spring season.
4. Bare areas more than one square foot, depending on appropriate, per sq. yd. square feet shall be replaced.
5. Any plant material found to be defective shall be replaced and replaced within 30 days of completion or a growth season determined to be best for plant.
6. Rooted, settled plants to proper grade and position. Lighten and repair dry wires and stakes, restore planting benches and remove dead material as necessary.
7. Lawn establishment periods will be in effect once the lawn has been mowed three times.

NO.	DATE	DESCRIPTION	REVISIONS			
			BY	DATE	DESCRIPTION	BY

**RT & A**

**Ruettinger, Tonelli & Associates, Inc.**

Nursery and Landscaping Services • Landscape Architecture • G.I.S. Consultants  
 2114 KENNEDY AVENUE • CHICAGO, ILLINOIS 60614  
 PH: (312) 744-6600 FAX: (312) 744-0101  
 website: www.ruettingerandtonelli.com

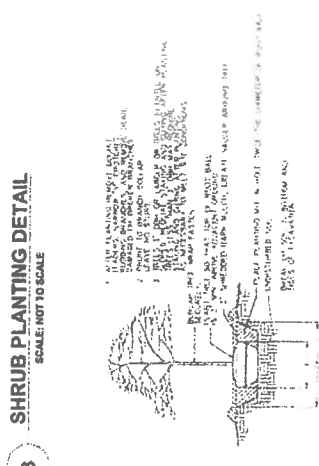
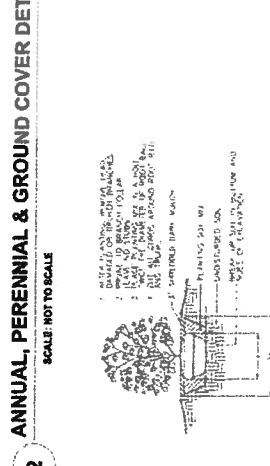
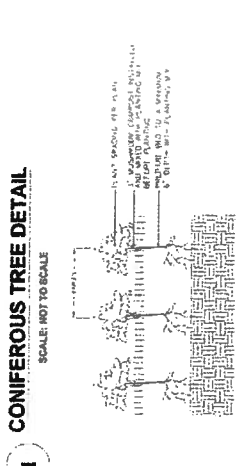
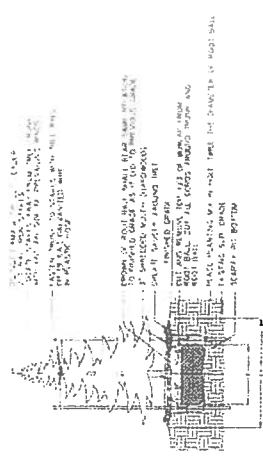
PROJECT TITLE  
**S.E.A.L. NORTH LOMBARD, ILLINOIS**

DRAWING TITLE  
**GENERAL SPECIFICATIONS AND PLANTING DETAILS**

DRAWING NO.  
**310-0731-FLS**

SCALE  
**AS NOTED**

LANDSCAPE DEPARTMENT  
**SHEET L2 OF L2**



**EXHIBIT 3**  
**DEPICTION OF SUBJECT VACATION**





**DEVELOPMENT AGREEMENT DATED \_\_\_\_\_ FOR  
LOT 1 OF TERRACE LAKES SUBDIVISION, LOMBARD, IL**

**Parcel No. 03-32-301-039**

**Common Address: 240 East Progress Road, Lombard, Illinois.**

**Prepared by and Return to:  
Village of Lombard  
255 East Wilson Avenue  
Lombard, IL 60148  
Attention: Community Development Department**