

**RESOLUTION R-31-14**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A CERTAIN CONSTRUCTION, USE, AND  
INDEMNIFICATION AGREEMENT  
(2018 North Stoddard Avenue)**

**BE IT AND IT IS HEREBY RESOLVED** by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to sign and the City Clerk is directed to attest to the Construction, Use and Indemnification Agreement dated October 8, 2013, between the City of Wheaton and Richard K. and Mariette B. Shelhamer of 2018 North Stoddard Avenue, Wheaton, Illinois, attached hereto as Exhibit 1.

**ADOPTED** this 2<sup>nd</sup> day of June, 2014.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

Roll Call Vote

Ayes:	Councilman Scalzo Councilman Sues Councilman Rutledge Mayor Gresk Councilwoman Pacino Sanguinetti
Nays:	None
Absent:	Councilman Prendiville Councilman Saline

Motion Carried Unanimously



CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT  
RIGHT-OF-WAY ( STODDARD )

Street Name  
2018

THIS CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT, made and entered into this 8 day of Oct, 2013, among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and Richard Shekman ("Owner").

Maritta B. Skultne  
WITNESSETH

WHEREAS, the City is in possession of a right-of-way within the City limits of the City of Wheaton, Illinois, and legally described herein; and

WHEREAS, Richard Shekman & Maritta hereinafter "Owner"), the owner of the premises located at 2018 Stoddard St, Wheaton, Illinois, which property is legally described herein and is contiguous to a portion of the right-of-way; and

WHEREAS, the Owners would like to use a portion of the City's right-of-way for the purpose of constructing and maintaining a lawn irrigation system; and

WHEREAS, the Owners acknowledges that this Agreement is not an easement and does not vest them with any property rights or claims to any portion of said right-of-way.

NOW, THEREFORE, BE IT AND HEREBY AGREED by the City Council of the City of Wheaton, an Illinois municipal corporation, and the Owner as follows:

1.) The foregoing recitals are incorporated herein as representing the intent of the undersigned and as substantive representations and covenants.

2.) Richard Shekman & Maritta are the owners of property located at 2018 Stoddard St Wheaton, Illinois, legally described on Exhibit A attached hereto and made a part hereof.

3.) The Owners, for a consideration of Ten Dollars (\$10.00) and other good and valuable consideration as stated herein, are hereby authorized to use a portion of the right-of-way more specifically identified as that portion of the right-of-way 2018 Stoddard

\_\_\_\_\_ for construction of and use of a lawn irrigation system as depicted on Exhibit B attached hereto and made a part hereof. The installation and use of the lawn irrigation system shall conform to all applicable ordinances of the City. Those ordinances are material terms and conditions of this Agreement.

4.) The City retains the right to enter said right-of-way for any purpose to perform any work including but not limited to constructing and maintaining the City utility systems (watermain, storm and sanitary sewers) and other infrastructure. If the City performs any work within said right-of-way which causes damage to the lawn irrigation system, the Owners shall be responsible to repair the lawn irrigation system at their sole cost and expense. The Owner hereby acknowledges and agrees that City its employees and agents shall have no liability to the Owner for any damage, removal or other casualty to the lawn irrigation system caused by the City, its employees or agent regardless of the cause.

5.) The City may terminate and cancel this Agreement together with all rights and privileges granted hereunder, by notifying the Owners in writing at least fourteen (14) days prior to termination.

6.) Upon termination of this Agreement, the City may destroy, demolish, or remove any improvements placed upon the right-of-way by the Owners without liability.

7.) To the greatest extent permitted under Illinois law, Owners shall defend, indemnify and hold the City harmless from any and all claims, actions, causes of action, costs, judgments, injuries, property damage, expenses (including reasonable attorney's and expert's fees) which arise or may be caused by the negligence of the Owners, or Owners' agents, as a result of the design, construction, maintenance, use or abandonment of the lawn irrigation system described herein.

8.) This Agreement is not an easement. Should a court of competent jurisdiction construe it as an easement it shall be a temporary easement which shall expire 14 days after such construction.

9.) The provisions set forth in this Agreement and exhibit represent the entire Agreement between the parties and shall precede all prior agreements, contracts, understandings, promises and representations, oral or written, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written Agreement between the parties, and no modification shall be effective unless properly approved and signed by each party.

10.) This Agreement shall be recorded in the Office of the Record of Deeds, DuPage County, Illinois, at the expense of the Owners.

11.) The Owners obligations under this Agreement shall be joint and several.

12.) This Agreement shall be binding on the Owners, their successors, heirs and assigns.

IN WITNESS WHEREOF, the Corporate authorities and the Owners have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and the Corporate seal attached here all on the date and year first above written.

Richard Shelhamer  
Owner

Mariette B. Shelhamer  
Owner

Subscribed and sworn to before me this 24th day of May, 2014.

[Signature] Notary Public



[Signature]  
Mayor, City of Wheaton

Attested by:  
[Signature]  
City Clerk

EXHIBIT A

Legal Description:

Lot 4 in Mackenzie Place Banga Subdivision of  
Part of the West half of the northwest Quarter  
of Section 10 in Township 39 North Range 6  
East of the Third Principal Meridian according to  
the Plat thereof Recorded December 13 2005 as Doc #  
R2005-275049 in the office of the Recorder  
DuPage County, Illinois

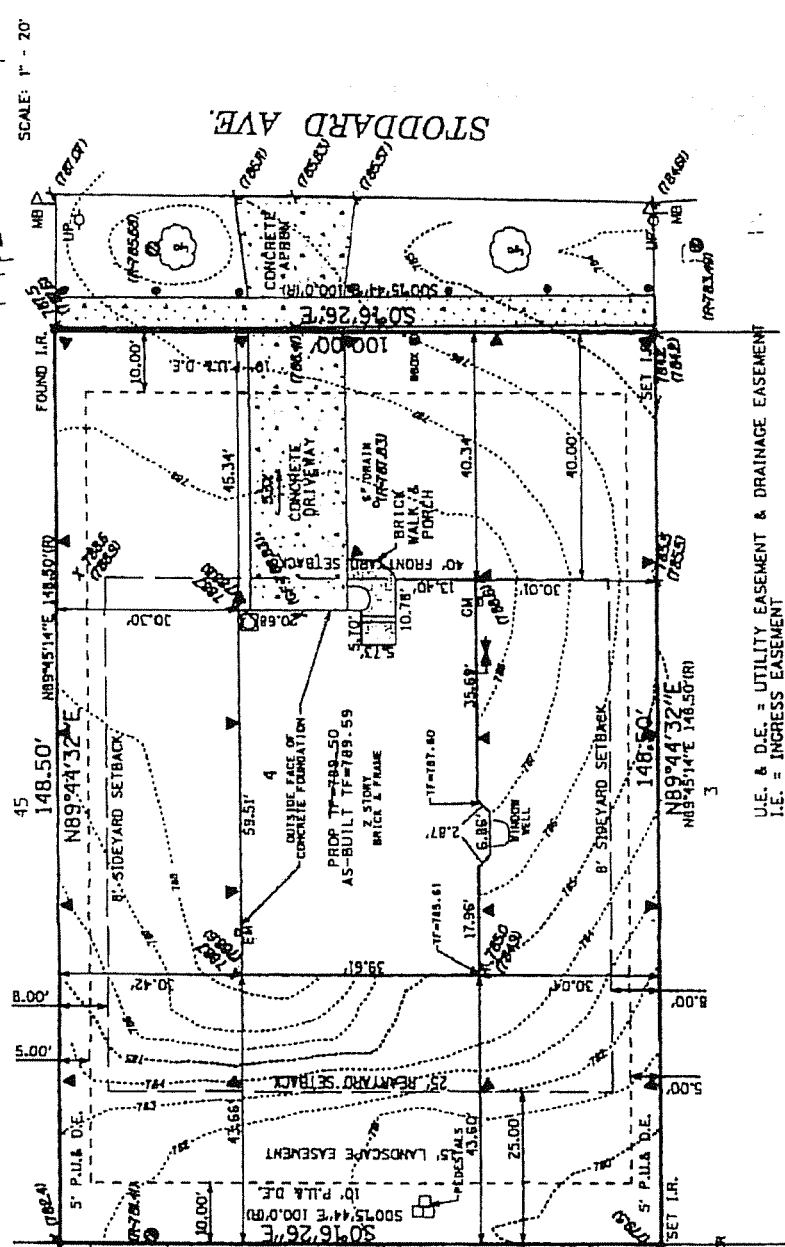
2018 Stoddard Wheaton, IL 60187  
address

P.I.N. 05-10-113-016

No Valve with 5' of B-Box  
 Largest ZONE 15 GPM

# PLAT OF SURVEY

LOT 4 IN WACKENZIE PLACE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, IN TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 13, 2005, AS DOCUMENT NUMBER R2005-275049, IN THE OFFICE OF THE RECORDER, DUPAGE COUNTY, ILLINOIS.

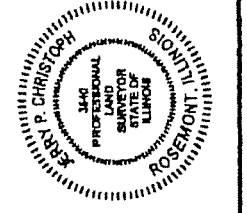


FILE NAME	6387-L14.DGN
ORDER BY	ARRHART CONSTRUCTION
DESCRIPTION	FINAL SURVEY
DATE PREPARED	11/4/2013
FIELD DATE	10/31/2013
SCALE	1" = 20'
DRAWN BY	J.D.

COMMON ADDRESS:  
 2018 N. STODDARD

REFERENCE BENCHMARK (LL):  
 WESTON SURVEY BENCHMARK STATION: 100 - 24" IRON REBAR WITH  
 COBALT PAINT SURMOUNTED BY 10" GALVANIZED IRON PIPE. THE ENRANCE TO  
 TAPOL CROSS ON THE SOUTH SIDE OF SECTION ROAD.  
 ELEVATION = 757.72

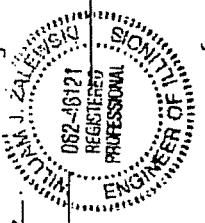
SITE BENCHMARK (A.A.C.P. 2):  
 5/4" IRON REBAR WITH YELLOW CAP ON THE NORTH SIDE OF ONLY ROAD  
 NEAR THE SOUTHWEST CORNER OF SITE.  
 ELEVATION = 757.72



2018 Stoddard

SURFACE WATER DRAINAGE CERTIFICATE  
 STATE OF ILLINOIS )  
 COUNTY OF COOK )

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT SUCH SUBDIVISION OR ANY PART THEREOF WILL BE A SOURCE OF POLLUTION OR OBSTRUCTION FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINAGE CANALS OR OTHER PUBLIC WATERS. WE HEREBY CERTIFY THAT WE HAVE CONDUCTED A SURVEY OF THE SURFACE WATERS OF THE PROPERTY AND THAT SUCH SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT SUCH SUBDIVISION OR ANY PART THEREOF WILL BE A SOURCE OF POLLUTION OR OBSTRUCTION FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINAGE CANALS OR OTHER PUBLIC WATERS.



DATED THIS 4th DAY OF November, A.D. 2013  
 WILLIAM J. ZALEWSKI  
 LICENSE EXPIRES: 11/30/13

STATE OF ILLINOIS )  
 COUNTY OF COOK )

WE, SPACECO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-00151, DO HEREBY DECLARE THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED IS TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSURED BY SCALING. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER OUR HAND AND SEAL THIS 4th DAY OF November 20 13 IN ROSEMONT, ILLINOIS.

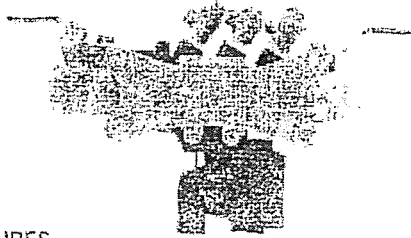
JERRY P. CHRISTOPH, P.E., No. 035-2540  
 LICENSE EXPIRES: 11-30-2014  
 VALID ONLY IF EMBOSSED SEAL AFFIXED

COMPARE ALL DIMENSIONS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE. REFER TO DEED OR TITLE POLICY FOR BUILDING LINES AND EASEMENTS.



CONSULTING ENGINEERS  
 SITE DEVELOPMENT ENGINEERS  
 LAND SURVEYORS

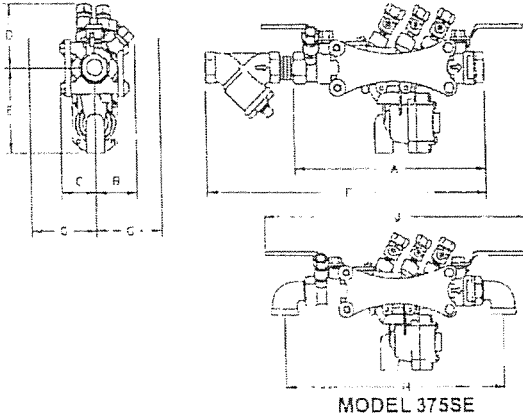
9575 W. Higgins Road, Suite 700,  
 Rosemont, Illinois 60018  
 Phone: (847) 696-4060 Fax: (847) 696-4065



### FEATURES

Sizes: □ 3/4" □ 1" □ 1 1/4" □ 1 1/2" □ 2"

Maximum working water pressure 175 PSI  
 Maximum working water temperature 180°F  
 Hydrostatic test pressure 350 PSI  
 End connections Threaded FNPT ANSI B1.20.1



### APPLICATION

Designed for installation on potable water lines to protect against both backsiphonage and backpressure of contaminated water into the potable water supply. Assembly shall provide protection where a potential health hazard exists.

### STANDARDS COMPLIANCE (3/4" & 1" ONLY)

- ASSE® Listed 1013 (horizontal & vertical up)
- IAPMO® Listed (horizontal & vertical up)
- CSA B64.4
- AWWA compliant C511
- Approved by the Foundation for Cross Connection Control and Hydraulic Research at the University of Southern California

### MATERIALS

Main valve body Reinforced Nylon, FDA approved  
 Fasteners Stainless Steel, 300 Series  
 Elastomers Silicone (FDA Approved)  
 Buna Nitrile (FDA Approved)  
 Internals Delrin, Nylon, NSF Listed  
 Springs Stainless steel, 300 series  
 Ball Valves Cast Bronze, ASTM B 584  
 Struts Forged Brass, ASTM B 124

### SPECIFICATIONS

The Reduced Pressure Principle Backflow Preventer shall be ASSE® Listed 1013, rated to 180°F and supplied with full port ball valves. The main body shall be Nylon and the seat disc elastomers shall be silicone. If installed indoors, the installation shall be supplied with an air gap adapter. The Reduced Pressure Principle Backflow Preventer shall be a WILKINS Model 375.

### DIMENSIONS & WEIGHTS (do not include pkg.)

MODEL 375 SIZE	DIMENSIONS (approximate)																WEIGHT						
	A		B		C		D		E		F		G		H		J		LESS BALL VALVES		WITH BALL VALVES		
	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	lbs.	kg.	lbs.	kg.	
3/4	20	8 7/8	225	15/16	32	1 5/8	41	2 15/16	75	3 7/8	98	12 5/8	321	3	76	11	278	12 1/4	311	4.7	2.1	5.7	2.6
1	25	11 3/16	284	2 1/4	57	2 1/4	57	3 7/16	87	4	102	14 9/16	370	4	102	13 3/4	349	15 1/4	387	8.2	3.7	9.7	4.4
1 1/4	32	14 7/8	378	3 3/8	86	3 3/8	86	3 3/4	95	5 7/8	149	20 1/2	521	3 3/4	95	N/A	N/A	18 5/8	473	N/A	N/A	20.5	9.3
1 1/2	40	15 1/4	387	3 3/8	86	3 3/8	86	3 3/4	95	5 7/8	149	22	559	4 1/2	114	N/A	N/A	20 1/4	514	N/A	N/A	21.5	9.8
2	50	15 7/8	403	3 3/8	86	3 3/8	86	3 3/4	95	5 7/8	149	24	610	4 1/2	114	N/A	N/A	20 1/2	521	N/A	N/A	23.5	10.7

### FLOW CHARACTERISTICS

#### MODEL 375 3/4" & 1" (STANDARD & METRIC)

