

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2011-016

AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT FOR PROPERTY COMMONLY KNOWN AS 701 NORTH MILWAUKEE AVENUE, BEING THE FORMER RIVERTREE COURT THEATER BUILDING LOCATED IN THE RIVERTREE COURT SHOPPING CENTER ON THE EAST SIDE OF MILWAUKEE AVENUE (ROUTE 21)

THE 19<sup>th</sup> DAY OF APRIL, 2011

Published in pamphlet form by the Authority of the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, this 20<sup>th</sup> Day of April, 2011

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**WHEREAS**, the Village relies on sales tax as its main source of funding the Village's general financial obligations; and,

**WHEREAS**, the current economic conditions have severely impacted the retail industry and therefore the Village's main source of funding has been substantially reduced; and,

**WHEREAS**, the Village is concerned about maintaining the economic vitality of the Village's retail community; and,

**WHEREAS**, the former Rivertree Court Theater building is a vacant, stand alone building on a subdivided lot located in the Rivertree Court Shopping Center; and,

**WHEREAS**, the former Rivertree Court Theater building historically has produced stable and increasing sales tax revenue to the Village; and,

**WHEREAS**, the owner of the property containing the former Rivertree Court Theater, Inland Rivertree Court, LLC, has requested that the Village consider an economic incentive program to assist in locating a Gordmans Store into the former Rivertree Court Theater building; and,

**WHEREAS**, the Village expressed its willingness to participate in an economic incentive program, pursuant to State Statute (65 ILCS 5/8-11-20), in order to enhance the economic viability of the former Rivertree Court Theater building and maintain the flow of sales tax dollars to the Village; and,

**WHEREAS**, without Village participation in the economic incentive program, the former Rivertree Court Theater building would languish and remain vacant, further exacerbating the present economic concerns of the owner as well as the Village; and,

**WHEREAS**, State Statute 65 ILCS 5/8-11-20 authorizes the Village to enter into economic incentive agreements subject to the Village making certain findings of fact; and,

**WHEREAS**, the Village has made the required findings of fact as set forth below.

**NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: ECONOMIC INCENTIVE FINDINGS.** Pursuant to 65 ILCS 5/8-11-20, the Village makes the following finding of facts:

1. The Rivertree Movie Theatre building ("Theatre") is currently vacant and has been underutilized for a number of years; and
2. Given the current economy and the direct and immediate impact of vacancies and bankruptcies on the retail tenancies in the main commercial retail core of the Village, the building has not attracted new tenants to replace the vacant Theatre; and
3. As a result, the Property has become economically challenged and in danger of remaining vacant; and
4. Inland Rivertree Court, LLC, owner of the property, desires to execute a Lease with Gordmans (sometimes hereinafter referred to as "Gordmans" and/or "Store") in the former Theatre building in the Shopping Center; and
5. The development of Gordmans on the Property is expected to create and/or return job opportunities within the Village, which job opportunities were lost at the closing of the Theatre in December of 2010;
6. Without this agreement, Inland Rivertree Court, LLC, owner of the property will not make the required tenant improvements set forth in Section 6 herein ("Tenant Improvements") to attract Gordmans as a tenant and as a result reoccupying the Property with a viable retail tenant would not be possible;
7. Owner meets high standards of creditworthiness and financial strength as demonstrated by specific evidence of equity financing for not less than 10% of the total project costs;
8. Reoccupying the Property with a viable retail tenant will strengthen the commercial sector of the municipality by filling the Theatre building which is important space in a larger shopping center in the Village with a quality tenant, that will in turn attract other new tenants to the Village;
9. The introduction of this retail Store will further promote the economic development of the Property by providing it with a viable outlet/major tenant and further strengthen the retail shopping base in the Shopping Center and in the Village as a whole; and
10. Reoccupying the Theatre building will enhance the tax base of the municipality by eliminating the vacancy of this building; and
11. The agreement is made in the best interest of the municipality.

**SECTION II. AUTHORIZATION TO EXECUTE AGREEMENT.** At such time as the Village receives a copy of the fully executed Gordmans Store lease, the Village hereby authorizes the Village President and Village Clerk to execute the Economic Incentive Agreement (attached hereto as Exhibit "A") with the owner of the property, Inland Rivertree Court, LLC, for the former Rivertree Court Theater building in a form substantially similar to

the copy attached, as more clearly depicted on the site and preliminary plans of the property (attached hereto as Exhibit "B").

**SECTION III. SEVERABILITY.** In the event that any section, clause, provision or part of this Ordinance shall be found and finally determined to be invalid by a Court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect. If any part of this Ordinance is found to be invalid in any one or more of its applications, all valid applications that are severable from the invalid applications shall remain in effect.

**SECTION IV. REPEAL AND SAVINGS CLAUSE.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the Village of Vernon Hills prior to the effective date of this ordinance.

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

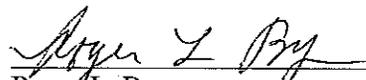
**SECTION VI. ORDINANCE NUMBER.** This ordinance shall be known as Ordinance Number 2011-016.

Adopted by roll call vote as follows:

AYES: 5 – Marquardt, Koch, Schultz, Schwartz, Hebda

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Williams

  
Roger L. Byrne  
Village President

PASSED: 4/19/2011

APPROVED: 4/19/2011

PUBLISHED IN PAMPHLET FORM: 4/20/2011

ATTEST:

  
Michael J. Wilson  
Village Clerk

EXHIBIT A

ECONOMIC INCENTIVE AGREEMENT

04-14-2011  
Gordmans

**ECONOMIC INCENTIVE AGREEMENT BETWEEN THE  
VILLAGE OF VERNON HILLS AND INLAND RIVERTREE COURT, L.L.C.**

This Agreement to promote economic development ("Agreement") is made and entered into as of this 19<sup>th</sup> day of April 2011, by and between the Village of Vernon Hills, organized pursuant to and deriving its authority from the Illinois Municipal Code ("Village"), and Inland Rivertree Court, L.L.C. ("Inland Rivertree"). Inland Rivertree is sometimes referred to as Owner. The Village, and Owner are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party").

**WITNESSETH**

**WHEREAS**, this Agreement is entered into pursuant to the authority granted to municipalities pursuant to Section 65 ILCS 5/8-11-20 and other relevant provisions of the Illinois Municipal Code; and

- (1) The Rivertree Movie Theatre building ("Theatre") is currently vacant and has been underutilized for a number of years; and
- (2) The development of the Gordmans store ("Gordmans") on the Property is expected to create and/or return job opportunities within the Village, which job opportunities were lost at the closing of the Theatre in December of 2009;
- (3) Without this agreement, Owner will not make the required tenant improvements set forth in Section 6 herein ("Tenant Improvements") to attract Gordmans as a tenant and as a result reoccupying the Property with a viable retail tenant would not be possible;
- (5) Owner meets high standards of creditworthiness and financial strength as demonstrated by specific evidence of equity financing for not less than 10% of the total project costs;
- (6) Reoccupying the Property with a viable retail tenant will strengthen the commercial sector of the municipality by filling the Theatre building which is important space in a larger shopping center in the Village with a quality tenant, that will in turn attract other new tenants to the Village;

(7) Reoccupying the Theatre building will enhance the tax base of the municipality by eliminating the vacancy of this building; and

(8) The agreement is made in the best interest of the municipality.

**WHEREAS**, the Property subject to this Agreement consists of the former Theatre building, 701 N. Milwaukee Avenue, Vernon Hill, Illinois, ("Property") located at the east end of the Rivertree Shopping Center ("Shopping Center") as more clearly identified in the shaded areas of the site plan attached as Exhibit "1", and as legally described in Exhibit "2"; and

**WHEREAS**, Inland Rivertree is the current legal title holder of the Property; and

**WHEREAS**, the Theatre building is vacant; and

**WHEREAS**, given the current economy and the direct and immediate impact of vacancies and bankruptcies on the retail tenancies in the main commercial retail core of the Village, the building has not attracted new tenants to replace the vacant Theatre; and

**WHEREAS**, as a result, the Property has become economically challenged and in danger of remaining vacant; and

**WHEREAS**, Owner desires to execute a Lease with Gordmans (sometimes hereinafter referred to as "Gordmans" and/or "Store") in the former Theatre building in the Shopping Center; and

**WHEREAS**, Owner proposes to renovate and expand the building for Gordmans; and

**WHEREAS**, Gordmans intends to occupy the former Theatre building in the Shopping Center; and

**WHEREAS**, renovation of the tenant space for Gordmans will increase the sales tax generated by the Shopping Center to the benefit of the Village and create job opportunities in connection with the renovation and re-tenancy of the Theatre in the Shopping Center; and

**WHEREAS** the introduction of this Store will re-establish job opportunities in connection with the retail sales operation, many of which jobs may be filled by Village residents; and

**WHEREAS**, the introduction of this retail Store will further promote the economic development of the Property by providing it with a viable outlet/major tenant and further strengthen the retail shopping base in the Shopping Center and in the Village as a whole; and

**WHEREAS**, the costs of retrofitting and renovating makes the Project economically undesirable without the economic incentives provided for herein; and

**WHEREAS**, the Village has examined the creditworthiness of Owner pursuant to the requirements of 65 ILCS 5/8-11-20 (6) (c) and determined that it meets the standards of creditworthiness and financial strength; and

**WHEREAS**, the Village has examined the sales tax projections for the proposed Gordmans Store and concluded that the sales taxes generated will enhance the Village's tax base; and

**WHEREAS**, the Mayor and Village Board, after considering all the evidence, have determined that this Agreement is in the best interests of the Village and its residents.

**NOW THEREFORE**, the Parties hereby covenant and agree as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated herein as if set forth herein.
2. **Owner Agreement to Lease to Gordmans and to Renovate Space for the Purpose of Enabling Gordmans to Open a Gordmans Store.** Owner shall lease the former Theatre space to Gordmans ("Lease") and Owner shall renovate said space by completing all the work identified on the plans and documents attached hereto as Exhibit "3" for the purpose of enabling Gordmans to open a Gordmans store ("Gordmans Store"). The Store shall consist of approximately fifty thousand (50,000) square feet of retail sales, stockroom area, and ancillary offices. This Agreement and the payments contemplated under this Agreement are subject to the condition that the Owner makes all of the improvements as set forth in the Work Plan (as defined in paragraph 5 hereof), that Owner provides the Village with a fully executed copy of the Lease signed by the Owner and Gordmans and that Gordmans operates the Store on the Property for not less than thirty (30) days after the opening to the public. A change in tenancy from Gordmans during the term of this Agreement shall operate to immediately terminate this Agreement unless otherwise agreed to by the Village.
3. **Owner's Renovation for Gordmans.** Owner agrees to complete all of the improvements set forth in the Work Plan on or before August 1, 2011. Failure to complete the improvements set forth in the Work Plan on or before December 31, 2011 shall result, without any further action of the Parties, in this Agreement being terminated, deemed void and of no further effect. Owner shall provide the Village with a fully executed copy of the Lease for the Store prior to the Village Board of Trustees being required to execute this Agreement. The Village agrees to treat the Lease as confidential

commercial and financial information obtained from a business under the claim that the Lease is furnished under a claim that it is proprietary, privileged and confidential and that disclosure of the lease would cause competitive harm to Owner, all pursuant to the Illinois Freedom of Information Act 5 ILCS 140/7 (g).

4. **Term.** The terms of this Agreement shall not become effective until and unless:

1) Owner provides the Village with a fully executed copy of the Gordmans Lease as indicated herein; 2) Owner completes all improvements set forth on Exhibit 3 (hereinafter "Work Plan"); 3) the Village inspects and approves of all the work performed pursuant to the Work Plan; and 4) Gordmans remains open for business to the public, for a period of at least thirty (30) days after Gordmans opens for business. The Village has the right to terminate this Agreement in the event Gordmans closes its Store at the Property for a period in excess of thirty (30) consecutive days, and such closing is for reasons other than a remodeling for a period of time not to exceed one hundred fifty (150) days, unless such closing is the result of damage to the Gordmans Store as a result of a casualty (e.g. fire or windstorm) or unless otherwise agreed to by the Village.

5. **Building Plans.** Owner or Gordmans shall pay the required permit fees and submit to the Village its remodeling construction documents as set forth on the Work Plan consistent with the applicable ordinances and regulations of the Village for the purpose of obtaining a building permit. This Agreement is subject to all permit fees being paid to the Village, the Work Plan being performed pursuant to Village Code and all work being approved after the necessary governmental inspection.

**6. Sales Tax Sharing.**

In order to make remodeling of the Store on the Property economically feasible, a portion of the State Sales Tax Revenue (as defined below) generated from the Gordmans Store and any expansion thereof shall be rebated by the Village to Owner pursuant to the statutory authority granted the Village. The total sales tax payments to be rebated shall not exceed an amount equal to Three Hundred Eighty Five Thousand (\$385,000.00) Dollars net present value with net present value to be determined by applying a discount rate of five (5) percent per annum to the rebated sales tax payments. The date from which net present value is to be measured commences the first day of the month after the Store opens. Gordmans and the Owner agree to complete all the work set forth on the Work Plans attached as Exhibit 3. Gordmans and Owner shall submit a floor plan to the Village for its approval as part of its building permit application, which at that time shall become part of the Work Plan. Payments under this agreement are subject to the timely completion, inspection and approval of the work required by the Work Plan. Failure to complete the Work Plan by December 31, 2011 will terminate this Agreement without the Village incurring any liability or damages for refusing to make payments otherwise required by this Agreement.

**7. Rebate of Sales Tax Revenue and Outlot Restriction.** Pursuant to the terms and conditions of this Agreement, the obligation of the Village to rebate Sales Tax Revenue (as defined below) shall commence on the first day of the month following the date that the Store opens (so long as Gordmans remained open for a period of at least thirty (30) days. Payment by the Village shall be from the Sales Tax Revenue proceeds first received by the Village from the State of Illinois following the date taxable sales begin at the

Store. The date taxable sales begin at the Store shall be referred to as the "Effective Date". The Parties acknowledge that the initial year of this Agreement shall consist of twelve (12) full calendar months, which may or may not be a calendar year. Thereafter, "Annual Sales" periods will consist of twelve (12) full calendar months. Such rebates will continue for each twelve-month period thereafter, utilizing the formula shown in the following schedule. Seventy Five (75%) percent of the sales tax generated from the Property during the term of this Agreement and actually remitted to the Village shall be provided to Owner until (i) a total net present value amount of Three Hundred Eighty Five Thousand Dollars (\$385,000.00) plus interest accrued has been repaid to Owner; or (ii) ten (10) years from the date Gordmans opens for business, whichever occurs first.

**8. Method/Time of Payment.** After the first payment by the Village to the Owner, the Village shall make sales tax rebates to Owner of any amount due within sixty (60) days of receipt by the Village from the State of the report of sales taxes generated from the Gordmans Store (which receipt is currently on a three month basis) ("Sales Tax Report"), so long as the Village has actually received the sales tax payments from the State. Payment by the Village shall be accompanied by a copy of the Sales Tax Report and a statement executed by an officer of the Village setting forth the calculation of such payment. The payments to Owner pursuant to the provisions contained in Paragraph 7 shall be based only on actual cash receipts by the Village of its share of sales tax revenues collected from the Gordmans Store by the State of Illinois. In the event there is a discrepancy between the sales amounts reported on the Gordmans' sales tax reports and the cash receipts amount paid by the Village from the State of Illinois, the Village shall notify the Owner and it shall be the

duty of the Owner to promptly investigate and, if appropriate, notify the Village of any perceived errors. There shall be no prepayment penalty in the event the Village elects to accelerate payments to Owner. The words "Sales Tax Revenue" used herein shall refer to the Village's share of the State of Illinois' Retailers' Occupation Tax collected by the Illinois Department of Revenue, paid by and shown on a filed tax return of the Gordmans Store ("State Sales Tax").

9. **Changes in Law.** The Parties acknowledge that the agreement to distribute State Sales Tax Revenues as herein provided is predicated on existing law in the State of Illinois providing for the payment to Illinois municipalities of one percent (1%) of the taxable retail sales within each such municipality. The General Assembly of the State of Illinois, from time to time, has considered modifying or eliminating the distribution of State sales tax revenues to Illinois municipalities. The Parties desire to make express provision for the effect that such a change in state law would have upon the operation of this Agreement. Accordingly, the Parties agree that should the Illinois General Assembly hereafter and during the term of this Agreement reduce and/or eliminate the distribution of State sales tax revenues to Illinois municipalities the payments under this Agreement shall be reduced in an equal amount or terminated respectively. The Village shall not under any circumstances, be required to impose a municipal sales tax or other tax for the purpose of providing a source of funds for the eliminated State sales tax distribution, nor shall it be obligated to rebate any taxes to Owner, provided however, in the event the Village imposes an additional municipal sales tax on the products and services sold by Gordmans that effectively provides a source of funds to replace the eliminated sales tax, then in such case, the parties agree

to exercise their respective best efforts to make the appropriate changes to this Agreement to carry out the intent of this Agreement, which is to share, in the manner set forth in paragraph 7, the Sales Tax revenue made available to the Village and generated by the Gordmans Store.

Notwithstanding anything in Section 9 to the contrary, the parties acknowledge that if the Village achieves home rule status, the Village may adopt a home rules sales tax. The parties also acknowledge that the Village may adopt a business district tax that includes this property. In the event either or both occur, neither of the taxes will be included within this economic incentive agreement and none of those taxes will be used to make the payments required by this Agreement.

**10. Proof of Payment.** Owner agrees to make a requirement of the Lease that Gordmans shall execute an Illinois Department of Revenue Form entitled "Authorization to Release Sales Tax Information to Local Governments" to permit the Illinois Department of Revenue to disclose to the Village the Village's share of sales tax received from Gordmans signing said form and to furnish such other consents or waivers as may be required by the Illinois Department of Revenue to allow the Illinois Department of Revenue to furnish to the Village sales tax information concerning Gordmans' business on the Property. Failure of Gordmans to furnish said Authorization form to the State shall release the Village from its duty to share sales tax revenues until said form is furnished to the State. A delay in providing the form to the State shall not operate to extend the term of this Agreement. The Village may disclose information relating to proof of payment to the extent that, in the reasonable opinion of the Village's legal counsel, it is legally required to be disclosed. Quarterly, to the extent permitted by law and upon request by

Owner, the Village shall provide Owner with sufficient information to verify the amount of sales tax collected by the Village and attributable to sales by the Gordmans Store. If Owner has good cause to believe that the Village has under-reported sales tax revenues collected by the Village and attributable to sales by the Gordmans Store, then, in such case, Owner may retain an independent auditor, at Owner's, sole cost and expense, to verify such sales tax revenues so collected. In the event that such independent auditor determines that there is a discrepancy in sales tax revenues reported with respect to gross sales, of more than four percent (4%), then the amount of the sales tax rebates payable to Owner as a result of the discrepancy and all direct and reasonable costs and expenses incurred by Owner to retain the independent auditor to conduct the sales tax audit shall be promptly reimbursed to Owner by the Village. In the event that the Village shall provide Owner with sufficient information to verify that the amount of such sales tax rebate exceeded the amount which Owner was entitled to under this Agreement ("Excess Payment"), then Owner shall promptly refund the Excess Payment to the Village and if not promptly refunded by Owner then the Village may offset the Excess Payment against any future sales tax rebates payable to Owner.

**11. Abatement of Payment.** The obligation of the Village to make any rebates under this Agreement shall be abated during any period of time in which Owner is not in material compliance with each and every material covenant of this Agreement, including, without limitation, any applicable Village codes and ordinances and applicable state law. The Village shall give prompt notice to Owner specifying with particularity any claim that the Village may have that Owner is not in material compliance with any covenant of this Agreement so as to permit Owner to cure any such failure of material compliance

and, upon such cure, the obligation of the Village to make rebates shall resume. In the event Owner fails to cure, within forty-five (45) days, then Owner shall be in default of this Agreement and sales tax rebate payments shall terminate. In the event that the breach cannot reasonably be cured within the forty-five (45) day cure period but Owner or Gordmans has commenced to cure within such period and is diligently pursuing the cure to completion then such cure period may be extended.

**12. Final Utilization of Economic Development Incentive.** Both Owner and the Village agree that, notwithstanding anything in this Agreement to the contrary, the funds paid by the Village as a result of this Agreement shall be used strictly for reimbursement for Work Plan expenses. Failure, refusal, a lack of need or a change of decision regarding expenditures on the Work Plan such that the expenses incurred in completing the Work Plan are reduced, shall operate to automatically reduce the required financial payout on a dollar for dollar basis under this Agreement. The parties agree that this Agreement will result in substantially increased utilization of the Property to the benefit of both the Village and Owner. Both parties agree that unless otherwise provided in writing between the parties, there will be no further extension or amendment of this Agreement.

**13. Term of Agreement.** It is understood that this Agreement shall be effective the date Gordmans opens for business to the general public so long as Gordmans remains open for a period of more than thirty (30) days after it opens for business. This Agreement shall remain in full force and effect thereafter until it terminates pursuant to its terms. Failure to remain open shall result in termination of this Agreement. The delivery to Owner of an ordinance approving this Agreement is the Village's warranty that the subject Agreement has been duly approved and is enforceable against the Village

in accordance with the terms herein contained. Execution of this Agreement by Owner is the Owner's warranty that the subject Agreement has been duly approved and is enforceable against the Owner in accordance with the terms herein contained. Owner understands and agrees that the provisions of this Agreement shall be a matter of public record, as shall any payments to Owner pursuant to this Agreement.

**14. Owner Warranties.** During the term of this Agreement, Owner warrants that all on-site and off-site improvement expenses set forth in the Work Plan shall be the responsibility of Owner and the Village shall have no financial responsibility for such expenses. Owner further warrants that it shall, as a condition of payment, provide the Village with evidence of payment for all work contemplated under the Work Plan within thirty (30) days of completion of the work and that payments made by the Village pursuant to this Agreement are subject to receipt of all the written proof of payment and/or final lien waivers for the Work Plan approved by this Agreement.

**15. Further Assurances.** In addition to the acts and deeds recited herein and contemplated to be performed by the Parties, each Party agrees to perform such acts as may be reasonably necessary to consummate the terms of this Agreement.

**16 Limitation of Liability.** As consideration for the execution of this Agreement by the Village, Owner hereby waives and releases forever any recourse under and upon any obligation, covenants or agreement of this Agreement, or for any claim based thereon or otherwise in respect thereof, against the Village's corporate officials, its officers, Village attorney and employees in any amount, and no liability, right or claim, at law or in equity, shall attach to or shall be incurred by the Village's corporate officials, its officers, Village attorney and employees on account of this Agreement.

17. **Notices.** Any notices required in this Agreement shall be effective when in writing in three (3) days after mailing by certified mail, return receipt requested, or on the next business day by delivering the same in person or to an officer of such party or by private overnight courier, when appropriate, addressed to the party so notified.

All notices to the Village to be sent to:

Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, IL 60061  
Attention: Village Manager

With copies to:

Schain, Burney, Banks & Kenny, Ltd.  
70 W. Madison Street, Suite 4500  
Chicago, IL 60602  
Attention: Robert C. Kenny

All notices to Owner to be sent to:

Inland Commercial Property Management, Inc.  
2901 Butterfield Road  
Oak Brook, Illinois 60523  
Attention: Mr. D. Scott Carr, President

With copies to:

Inland Real Estate Corporation  
2901 Butterfield Road  
Oak Brook, Illinois 60523  
Attention: Beth Sprecher Brooks, General Counsel

or to such other addresses as a party may designate for itself by notice given from time to time to the other parties in the manner provide herein.

18. **Parties Bound.** The Agreement shall be binding upon the Parties.

19. **Prevailing Law.** This Agreement shall be governed; construed and enforced in accordance with the laws of the State of Illinois and the Parties covenant that venue shall be exclusively in the Circuit Court of the 19<sup>th</sup> Judicial Circuit, Lake County, Illinois.

20. **Breach.** Upon a breach of this Agreement, either of the Parties, by an action or proceedings, at law or in equity, may exercise any and all remedies available at law or in equity.

21. **Invalidity and Waiver.** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

22. **Term.** Unless earlier terminated pursuant to the terms of this Agreement, this Agreement shall terminate ten (10) years from the Effective Date of this Agreement.

23. **Assignment.** This Agreement is not assignable. In the event this Agreement is assigned, it shall automatically terminate. In the event that Owner, without the express written consent of the Village (i) assigns or otherwise transfers this Property or any of its rights hereunder, or (ii) permits the assignment or other transfer of this Agreement or any of Owner's rights hereunder even if by operation of law, then this Agreement shall immediately terminate. Any attempted or purported transfer or assignment of Owner's interest in the Property in violation of the foregoing sentence shall be null and void and

shall not confer any rights to this Agreement or to any payments hereunder upon any purported transferee or assignee.

**24. Sale or Assignment of Property.** The parties agree that in the event that the Property is sold, assigned or transferred, other than pursuant to Section 23, during the term of this Agreement, that this Agreement was a principal factor in returning the Property to profitability. As a result, all sales tax payments shall cease as of the date of the Closing. Further, in the event that Inland Rivertree fails to maintain an ownership interest in the Property during the term of this Agreement, then all sales tax payments otherwise required under this Agreement shall cease. All Sales tax payments contemplated under this Agreement, which have not been made by the Village as of the date of the Closing, sale, assignment or transfer, shall be forfeited by the Owner and the Village shall not be considered to be in breach of the Agreement.

**25. Prevailing Party.** The prevailing party in any litigation resulting from this Agreement shall be entitled to reimbursement from the other party for all attorneys' fees and costs of litigation.

**26. Prevailing Wage Laws.** Pursuant to Illinois state statute, the Owner shall comply with the prevailing wage laws, including but not limited to the reporting requirements, of the Illinois Prevailing Wage Act. Payments by the Village to the Owner shall not be made until full compliance with the Prevailing Wage Act has been achieved. In the event that the Village is penalized, fined or made to make any payment to the Illinois Department of Labor as a result of a claim of non-compliance with the Prevailing Wage Act, then the Village shall reduce the next payments to Owner on a dollar for dollar basis until the Village has been reimbursed all of its payments to the Illinois Department of Labor.

IN WITNESS WHEREOF, this Agreement has been duly authorized by the Village Board and by the Owner as of the date and year first above stated.

VILLAGE: Village of Vernon Hills,  
an Illinois municipal  
corporation

OWNER: Inland Rivertree Court L.L.C.,  
a Delaware limited liability  
company

By: Roger Byrne  
Its: Mayor

By: [Signature]  
Inland Real Estate Corporation  
A Maryland Corporation  
Its sole member

Attest:  
By: [Signature]  
Its: Village Clerk

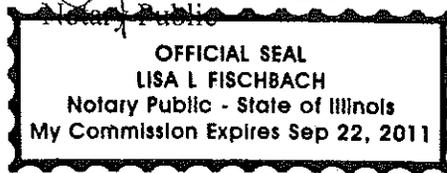
STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF LAKE     )

I, then undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mayor Roger Byrne, as Mayor of the Village of Vernon Hills, Illinois, and Michael Allison, the Village Clerk of the Village of Vernon Hills, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said municipal corporation, respectively, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19<sup>th</sup> day of April, 2011.

*Lisa L. Fischbach*  
Notary Public

My Commission Expires:



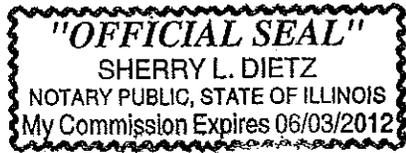
STATE OF ILLINOIS )

) ss.

COUNTY OF LAKE )

I, Sherry Dietz, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT D. Scott Carr the Sr. VP of Inland Real Estate Corporation, the Sole Member of Inland Rivertree Court, L.L.C., a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Managing Member, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15 day of April, 2011.



Sherry Dietz  
Notary Public  
My Commission Expires: 06/03/12

**EXHIBIT 1**

**SITE PLAN**



**EXHIBIT 2**

**LEGAL DESCRIPTION**

Lot 6 in Hawthorn II-Retail Center Amended and Restated, being a subdivision of part of the southwest quarter of Section 34, Township 44 North, Range 11 and part of the Northwest quarter of Section 3, Township 43 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded December 17, 1987 as Document No. 2641246, in Lake County, Illinois.

**EXHIBIT 3**

**WORK PLAN**

Insert details of all the work for which the sales tax sharing is granted.

**EXHIBIT B**

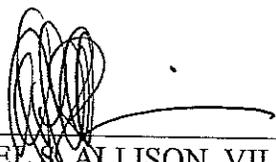
**ELIGIBLE PROPERTY – SITE AND PRELIMINARY PLANS**



AFFIDAVIT OF SERVICE

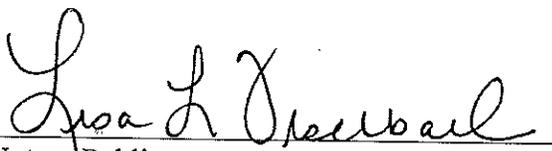
STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE        )

I, MICHAEL S. ALLISON, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE 2011-016, AN ORDINANCE APPROVING AN ECONOMIC INCENTIVE AGREEMENT FOR PROPERTY COMMONLY KNOWN AS 701 NORTH MILWAUKEE AVENUE, BEING THE FORMER RIVERTREE COURT THEATER BUILDING LOCATED IN THE RIVERTREE COURT SHOPPING CENTER ON THE EAST SIDE OF MILWAUKEE AVENUE (ROUTE 21)



\_\_\_\_\_  
MICHAEL S. ALLISON, VILLAGE CLERK

SUBSCRIBED AND SWORN to Before  
THIS 20TH DAY OF APRIL, 2011

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



# Proposed Improvements for **PROPOSED GORDMANS**

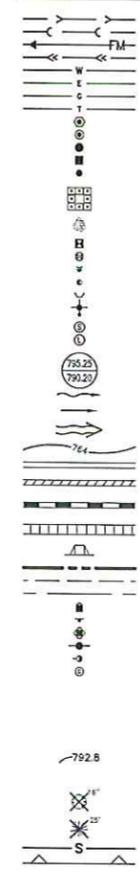
**Rivertree Court - 701 N. Milwaukee Avenue  
Village of Vernon Hills, Illinois**

## STANDARD SYMBOLS

### EXISTING



### PROPOSED

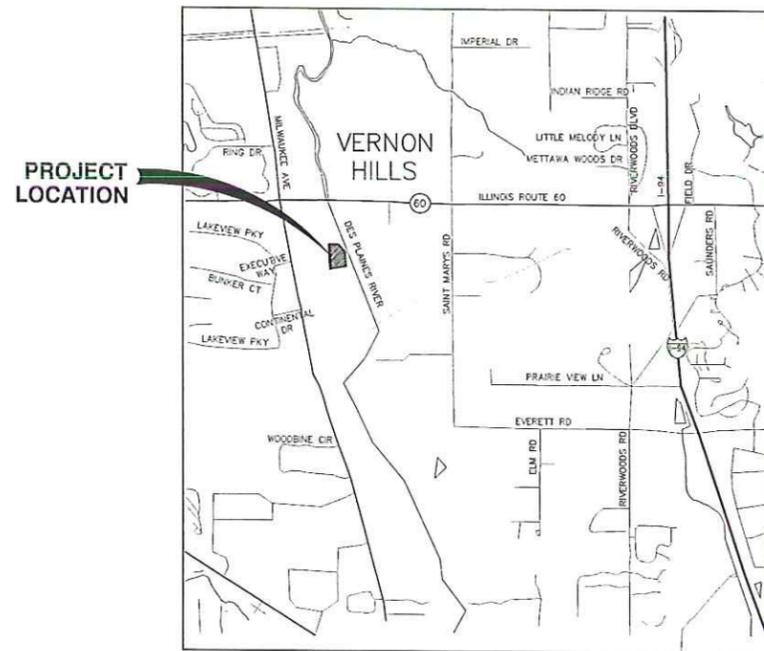


## ABBREVIATIONS

ADJ AGG ARCH B.A.M.L B-B B/P B/W B-BOX BIT BM B.O. C.E. CB CL CLD CNP C.O. CONC. CY D.A. DIP DIVM DS DT E E-E ELEV. E/P EX F.E. F-F F.F.	ADJUST AGGREGATE ARCHITECT BITUMINOUS AGGREGATE MIXTURE BACK TO BACK BOTTOM OF PIPE BACK OF WALK BUFFALO BOX BITUMINOUS BENCHMARK BY OTHERS COMMERCIAL ENTRANCE CATCH BASIN CENTERLINE CLOSED LID CORRUGATED METAL PIPE CONTROL CLEANOUT CONCRETE CURB YARD DITCH DIAMETER DUCTILE IRON PIPE DUCTILE IRON WATER MAIN DOWNSPOUT DRAIN TILE ELECTRIC EDGE TO EDGE ELEVATION EDGE OF PAVEMENT EXISTING FIELD ENTRANCE FACE TO FACE FINISHED FLOOR	FES FL FM G GAS G/F G/WALL GM GR GW HDL HH HWL HYD. INLET INV. IP MAX MB MH MNL MNL NWL O/LD OPEN LID P.E. PC PCD PGL PI PL PROP. PT PVC PVC	FLARED END SECTION FLOW LINE FORCE MAIN GROUND GAS GRADE AT FOUNDATION GRADE AT WALL GENERAL MERCHANDISE GROCERY GUY WIRE HEADWALL HANDHOLE HIGH WATER LEVEL HYDRANT INLET INVERT IRON PIPE MAXIMUM MALEBOX MANHOLE MINIMUM NORMAL WATER LEVEL OPEN LID PRIVATE ENTRANCE POINT OF CURVE PROFILE GRADE LINE POINT OF COMPOUND CURVE PROFILE GRADE LINE POINT OF INTERSECTION PROPERTY LINE POWER POLE PROPOSED POINT OF TANGENCY POLYETHYLENE GLYCOL PIPE POINT OF VERTICAL CURVE	P.V. PVT P P.U.D.E. R R.O.W. RCP REM RR RT SAN SF SHLD. SL SMH ST STA. STD SW SY TBR T T-A T-1/2 T/F T/P T/W T/WALL TEMP TRANS V.B. V.CB V.V. WL	POINT OF VERTICAL INTERSECTION POINT OF VERTICAL TANGENCY PAVEMENT PUBLIC UTILITY AND DRAINAGE EASEMENT RADIUS RIGHT-OF-WAY REINFORCED CONCRETE PIPE REMOVAL RAILROAD RIGHT SANITARY SANITARY FOOT SHOULDER SHOULDER STREET LIGHT SANITARY MANHOLE STORM STATION STANDARD SIDEWALK SQUARE YARDS TO BE REMOVED TELEPHONE TYPE A TYPE A TOP OF CURB TOP OF FOUNDATION TOP OF PIPE TOP OF WALK TOP OF WALL TEMPORARY TRANSFORMER VALVE BOX VALVE VALVE VAULT WATER LEVEL WATER MAIN
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## INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1.	TITLE SHEET
2.	EXISTING CONDITIONS AND DEMOLITION PLAN
3.	SITE DIMENSIONAL PAVING AND UTILITY PLAN
4.	GRADING PLAN
5.	CONSTRUCTION DETAILS
6.	CONSTRUCTION SPECIFICATIONS



**LOCATION MAP**  
N.T.S.

### BENCHMARKS:

#### SOURCE BENCHMARK NO. 1:

CHISELED SQUARE ON CONCRETE CURB AT THE EAST END OF CONCRETE ISLAND LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MILWAUKEE AVENUE (ILLINOIS ROUTE 21) AND ILLINOIS ROUTE 60.  
ELEVATION=674.51 (NGVD 1929)

LAKE COUNTY BENCHMARK DESIGNATION 4-44A

#### SOURCE BENCHMARK NO. 2:

CHISELED CROSS ON NORTH RIM OF TELEPHONE MANHOLE AT THE SOUTHWEST CORNER OF THE INTERSECTION OF RIVERWOODS ROAD AND EVERETT ROAD.  
ELEVATION=680.44 (NGVD 1929)

LAKE COUNTY BENCHMARK DESIGNATION 5-70

#### SITE BENCHMARK

CUT CROSS IN CONCRETE CURB +/-32' NORTHEASTERLY OF THE NORTHEAST CORNER OF EXISTING BUILDING, AND +/-3' SOUTHWESTERLY OF THE FIRE HYDRANT  
ELEVATION=652.04 (NGVD 1929)

### NOTES:

THE TOPOGRAPHY SURVEY FOR THIS PROJECT IS BASED ON A FIELD SURVEY PREPARED BY MANHARD CONSULTING, LTD. AND WAS PERFORMED ON NOV. 30, 2010. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING AND THE CLIENT IN WRITING OF ANY DIFFERING CONDITIONS.

MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.



# Manhard

## CONSULTING LTD

600 Woodlands Parkway, Vernon Hills, IL 60061 ph: 847.634.6550 fx: 847.634.0033 manhard.com  
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

UTILITY CONTACTS	
<b>ELECTRIC</b> COMED TWO LINCOLN CENTER OAKBROOK TERRACE, IL 60181 (630) 437-2237 CONTACT: TOM STUTZMAN	<b>CABLE</b> COMCAST 688 INDUSTRIAL DRIVE ELMHURST, IL 60126 (630) 600-6346 CONTACT: MARTHA GIERAS
<b>GAS</b> NORTH SHORE GAS 3001 GRAND AVE. WAUKEGAN, IL 60085 (847) 253-4643 CONTACT: JOE CHINICK	<b>TELEPHONE</b> SBC 1200 ARLINGTON HEIGHTS RD. ARLINGTON HEIGHTS, IL 60004 (847) 506-8082 CONTACT: J.C. MAYFIELD
<b>SEWER</b> LAKE COUNTY PUBLIC WORKS 650 WINCHESTER ROAD LIBERTYVILLE, IL 60048 (847) 377-7149	<b>WATER</b> LAKE COUNTY PUBLIC WORKS 650 WINCHESTER ROAD LIBERTYVILLE, IL 60048 (847) 377-7149
<b>VERNON HILLS PUBLIC WORKS DEPARTMENT</b> 490 GREENLEAF DRIVE VERNON HILLS, IL 60051 (847) 367-3126	

DATE	REVISION	BY	CHK	APP

**Manhard CONSULTING LTD**  
600 Woodlands Parkway, Vernon Hills, IL 60061 ph: 847.634.6550 fx: 847.634.0033 manhard.com  
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers  
Construction Managers • Environmental Scientists • Landscape Architects • Planners

**PROPOSED GORDMANS**  
VILLAGE OF VERNON HILLS, ILLINOIS  
TITLE SHEET

PROJ MGR: JT  
PRJ ASSOC: DJ  
DRAWN BY: MH  
DATE: 12-30-10  
SCALE: N.T.S.

SHEET  
**1** OF **6**

IRDVH2 100674

ORDINANCE 2011-010 Exhibit B(1) Proposed Improvement for Proposed Gordmans prepared by Manhard Consulting LTD with a revised date of 1/25/11 and consisting of 6 pages.

**Call 48 hours before you dig**  
(Excluding Sat., Sun. & Holidays)  
**1-800-892-0123**

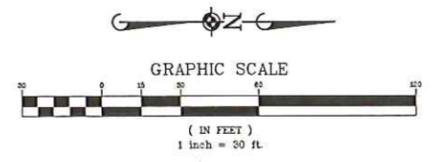
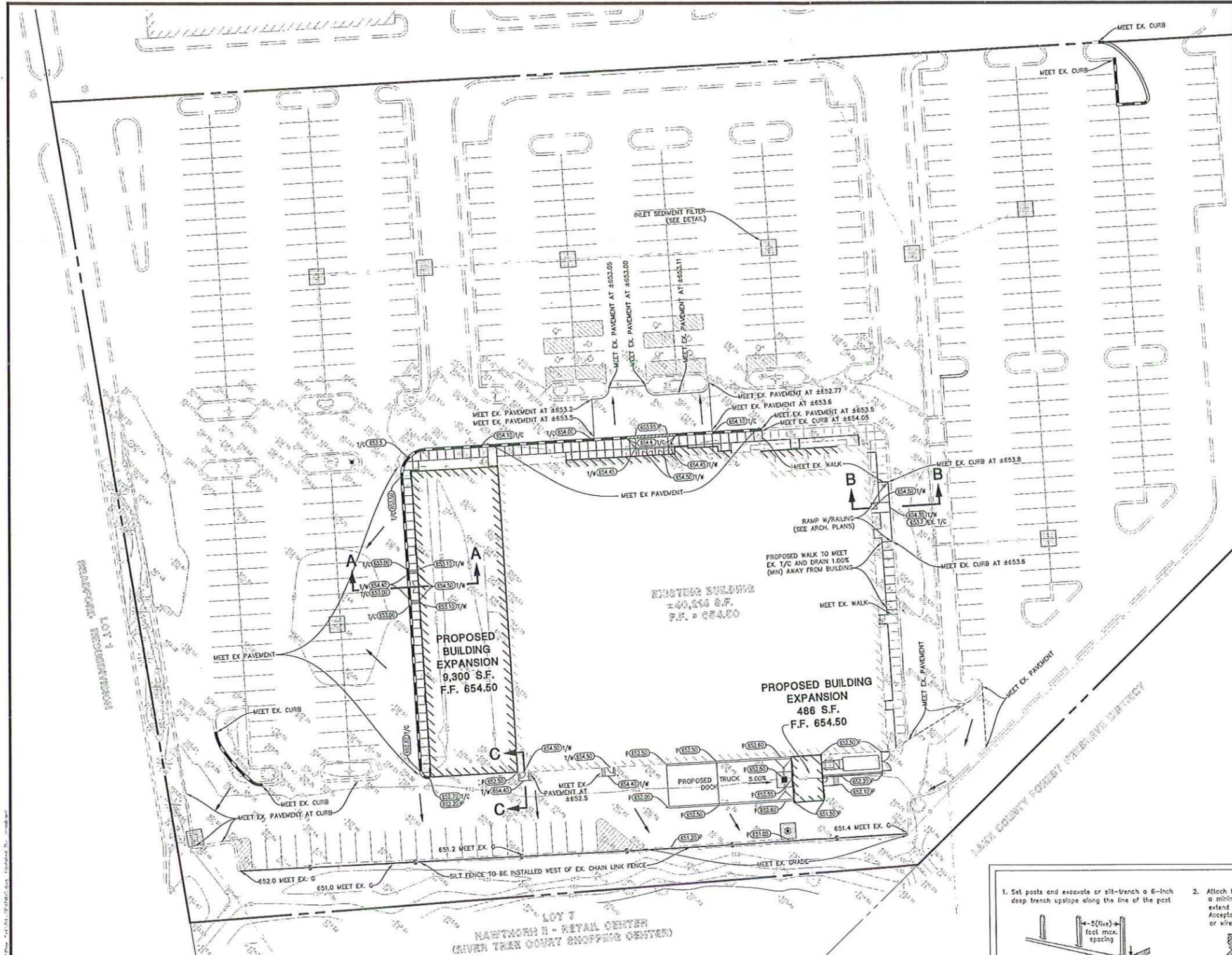
JOINT UTILITY LOCATING INFORMATION FOR EXCAVATORS

**OWNER:**  
INLAND REAL ESTATE COLUMN I, LLC  
2901 BUTTERFIELD ROAD  
OAKBROOK, ILLINOIS 60523  
630-218-8000  
CONTACT: LAURA DISTLER

**ARCHITECT:**  
MEYER & ASSOCIATED, ARCHITECTS  
1065 N. 115TH STREET, SUITE 200  
OMEHA, NE. 68154  
402-391-1823, EXT. 205  
CONTACT: DAN KEARNS

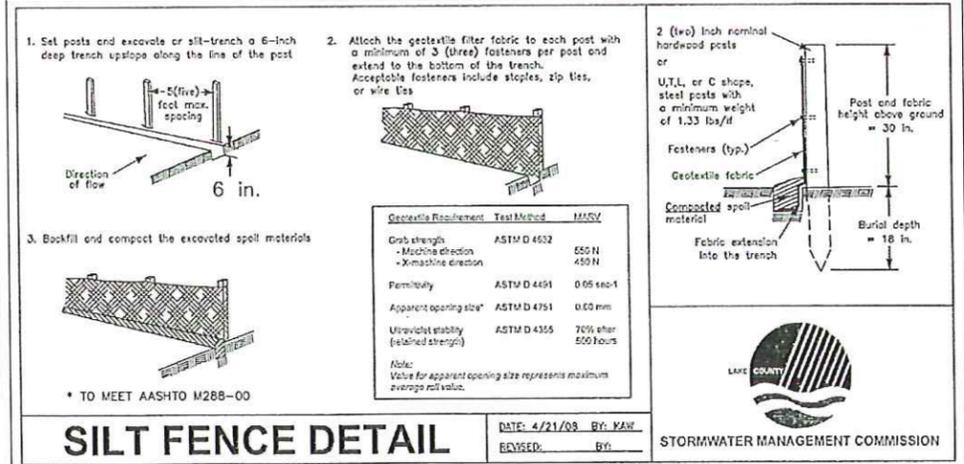
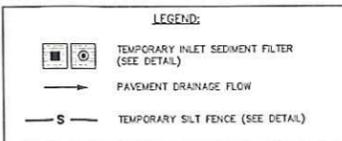
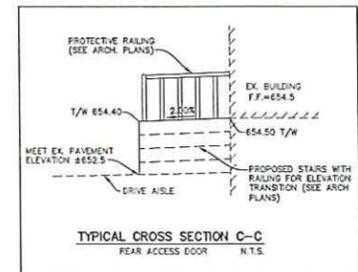
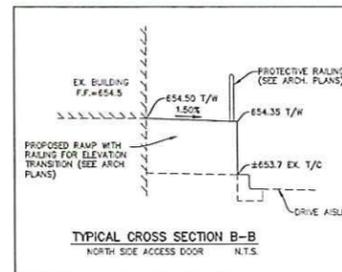
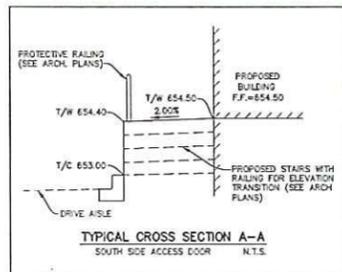






- LAKE COUNTY SMC SEDIMENTATION AND EROSION CONTROL NOTES
- SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. SOIL STABILIZATION MEASURES SHALL CONSIDER THE TIME OF YEAR, SITE CONDITIONS AND THE USE OF TEMPORARY OR PERMANENT MEASURES.
  - SOIL EROSION AND SEDIMENT CONTROL FEATURES SHALL BE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF HYDROLOGIC DISTURBANCE OF UPLAND AREAS.
  - DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN 7 CALENDAR DAYS OF THE END OF ACTIVE HYDROLOGIC DISTURBANCE, OR REDISTURBANCE.
  - AREAS OR EMBANKMENTS HAVING SLOPES GREATER THAN OR EQUAL TO 4H:1V, AND APPROVED BY THE ENFORCEMENT OFFICER, SHALL BE STABILIZED WITH SOO, MAT OR BLANKET (NORTH AMERICAN GREEN DS 75) IN COMBINATION WITH SEEDING.
  - EROSION CONTROL BLANKET SHALL BE REQUIRED ON ALL INTERIOR DETENTION BASIN SIDE SLOPES BETWEEN NORMAL WATER LEVEL AND HIGH WATER LEVEL.
  - ALL STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY AN APPROPRIATE SEDIMENT CONTROL MEASURE.
  - ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
  - ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE PROPERTY OWNER SHALL BE ULTIMATELY RESPONSIBLE FOR MAINTENANCE AND REPAIR.
  - A STABILIZED MAT OF AGGREGATE UNDERLAIN WITH FILTER CLOTH (OR OTHER APPROPRIATE MEASURE) SHALL BE LOCATED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE TO OR FROM A PUBLIC RIGHT-OF-WAY, STREET, ALLEY, OR PARKING AREA. ANY SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.
  - SOIL STOCKPILES SHALL NOT BE LOCATED IN A FLOOD PRONE AREA OR A DESIGNATED BUFFER PROTECTING WATERS OF THE UNITED STATES OR ISOLATED WATERS OF LAKE COUNTY.
  - IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION. DISCHARGES SHALL BE ROUTED THROUGH AN EFFECTIVE SEDIMENT CONTROL MEASURE (E.G., SEDIMENT TRAP, SEDIMENT BASIN, POLYACRYLAMIDE TREATMENT SYSTEM OR OTHER APPROPRIATE MEASURE).
  - THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER OR GOVERNING AGENCY.

- ADDITIONAL SEDIMENTATION AND EROSION CONTROL NOTES
- ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE "ILLINOIS PROCEDURE AND STANDARDS FOR URBAN SOIL EROSION AND SEDIMENT CONTROL" AND THE "STANDARD AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL" OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY.
  - MAINTENANCE AND REPLACEMENT OF EROSION CONTROL ITEMS, WHEN DIRECTED BY THE OWNER, SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT.
  - THE CONTRACTOR SHALL INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER OR EQUIVALENT SNOWFALL. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF SAID MEASURES SHALL BE MADE IMMEDIATELY.
  - INSTALL ALL PERIMETER SILT FENCING PRIOR TO ANY CLEARING OR GRADING. ON-SITE SEDIMENT CONTROL MEASURES AS SHOWN AND SPECIFIED BY THIS EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE CONSTRUCTED AND FUNCTIONAL PRIOR TO INITIATING CLEARING, GRADING, STRIPPING, EXCAVATION OR FILLING ACTIVITIES ON THE SITE.
  - STORM WATERS FALLING ON THE ENTIRE SITE SHALL BE DIVERTED INTO THE DETENTION BASIN. PRIOR TO BEGINNING MASS EXCAVATION, THE CONTRACTOR SHALL CONSTRUCT DITCHES, SWALES, SEDIMENTATION TRAPS AND SILTATION CONTROL MEASURES AS REQUIRED TO INTERCEPT SURFACE WATERS BEFORE THEY FLOW ONTO ADJACENT PROPERTY AND CONVEY THEM TO THE DETENTION BASIN.
  - TEMPORARY SEED MIXTURE SHALL BE APPLIED AT 64 LBS / ACRE.
  - AN INLET PROTECTION DEVICE SHALL BE INSTALLED UNDER THE GRATING OF EACH DRAINAGE STRUCTURE.
  - TOPSOIL STOCKPILES SHALL BE SEEDED WITHIN SEVEN (7) CALENDAR DAYS OF COMPLETION FOR EROSION CONTROL UNLESS THEY WILL BE DISTURBED WITHIN FOURTEEN (14) CALENDAR DAYS. ALL SOIL STORAGE PILES SHALL BE PROTECTED FROM EROSION WITH SILT FENCE ON THE DOWN SLOPE OF THE PILES.
  - DUST CONTROL SHALL BE PERFORMED ON A DAILY BASIS USING WATER DISPENSED FROM A TRUCK MOUNTED TANK WITH STANDARD DISCHARGE HEADER TO PROVIDE A UNIFORM RATE OF APPLICATION WHERE REQUIRED.
  - OVERLAND FLOW SHALL BE DIRECTED TO THE DETENTION BASIN PRIOR TO LEAVING THE SITE.
  - ALL EROSION AND SEDIMENTATION CONTROL SHALL BE IN ACCORDANCE WITH THE MUNICIPALITIES EROSION AND SEDIMENTATION CONTROL ORDINANCES AND THE ILLINOIS URBAN MANUAL.



**Manhard CONSULTING LTD.**  
 600 Westfield Parkway, Vernon Hills, IL 60061  
 815-330-0000  
 Construction Management • Environmental Remediation • Landmarks Architecture • Planning

**PROPOSED GORDMANS VILLAGE OF VERNON HILLS, ILLINOIS GRADING PLAN**

DATE: 4/21/08  
 BY: MAN  
 REVISION: BY:

PROJECT NO: JF  
 PROJ. ASSOC.: DJ  
 DRAWN BY: MH  
 DATE: 12-30-10  
 SCALE: 1"=30'

SHEET 4 OF 6  
 IRDWH2 100674



CONTRACTOR acknowledges and agrees that the use and reliance of these Plans and Specifications is sufficient consideration for CONTRACTOR'S covenants stated herein.

**DEFINITION OF TERMS**

- a. "CLIENT" shall mean INLAND COMMERCIAL PROPERTY MANAGEMENT, which is the person or entity with whom Manhard Consulting, Ltd. has contracted with to prepare Civil Engineering PLANS and SPECIFICATIONS.
- b. "ENGINEER" shall mean Manhard Consulting, Ltd., a Civil Engineering consultant on the subject project.
- c. "PLANS and SPECIFICATIONS" shall mean the Civil Engineering PLANS and SPECIFICATIONS prepared by the ENGINEER, which may be a part of the contract documents for the subject project.
- d. "CONTRACTOR" shall mean any person or entity performing any work described in the PLANS and SPECIFICATIONS.
- e. "JURISDICTIONAL GOVERNMENTAL ENTITY" shall mean any municipal, county, state or federal unit of government from whom approval, permit and/or review is required for any aspect of the subject project.

**INTENT OF THE CONTRACT DOCUMENTS**

The intention of the PLANS and SPECIFICATIONS is to set forth certain requirements of performance, type of equipment and structures, and standards of materials and construction. They may also identify labor and materials, equipment and transportation necessary for the proper execution of the work but are not intended to be infinitely determined so as to include minor items obviously required as part of the work. The PLANS and SPECIFICATIONS require new material and equipment unless otherwise indicated, and to require complete performance of the work in spite of omissions of specific references to any minor component part. It is not intended, however, that materials or work not covered by or properly inferred from any heading, branch, class or trade of the SPECIFICATIONS shall be supplied unless distinctly so noted. Materials and work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

**INTERPRETATION OF PLANS AND SPECIFICATIONS**

- a. The CLIENT and/or CONTRACTOR shall promptly report any errors or ambiguities in the PLANS and SPECIFICATIONS to the ENGINEER. Questions as to meaning of PLANS and SPECIFICATIONS shall be interpreted by the ENGINEER, whose decision shall be final and binding on all parties concerned.
- b. The ENGINEER will provide the CLIENT with such information as may be required to show revised or additional details of construction.
- c. Should any discrepancies or conflicts on the PLANS or SPECIFICATIONS be discovered either prior to or after award of the contract, the ENGINEER'S attention shall be called to the same before the work is begun. However and the proper corrections made, neither the CLIENT nor the CONTRACTOR may take advantage of any error or omission in the PLANS and SPECIFICATIONS. The ENGINEER will provide information when errors or omissions are discovered.

**GOVERNING BODIES**

All work herein proposed shall be completed in accordance with all requirements of any JURISDICTIONAL GOVERNMENTAL ENTITY, and all such pertinent laws, directives, ordinances and the like shall be considered to be a part of these SPECIFICATIONS. If a discrepancy is indicated between the PLANS and SPECIFICATIONS and requirements of any JURISDICTIONAL GOVERNMENTAL ENTITY, the CLIENT and/or the CONTRACTOR shall immediately notify the ENGINEER in writing.

**LOCATION OF UNDERGROUND FACILITIES AND UTILITIES**

When the PLANS and SPECIFICATIONS include information pertaining to the location of existing underground facilities and utilities (including but not limited to water mains, sanitary sewers, storm sewers, electric, telephone, gas and cable TV lines), such information represents only the opinion of the ENGINEER as to the approximate location and elevation of such facilities and utilities. At the locations where detailed positions of these facilities and utilities become necessary to the new construction, including at points of connection, the CONTRACTOR shall furnish all labor and tools to verify or definitely establish the horizontal location, elevation, size and material (if appropriate) of the facilities and utilities. The CONTRACTOR shall notify the ENGINEER at least 48 hours prior to construction if any discrepancies in existing utility information or conflicts with existing utilities exist. The ENGINEER assumes no responsibility whatever with respect to the sufficiency or accuracy of the information shown on the PLANS and SPECIFICATIONS relative to the location of underground facilities and utilities, nor the manner in which they are removed or adjusted.

It shall be the CONTRACTOR'S responsibility prior to construction, to notify all Utility Companies of the intentions to begin construction and to verify the actual location of all such facilities and utilities. The CONTRACTOR shall also obtain from the respective Utility Companies the working schedules for removing or adjusting these facilities.

**UNSUITABLE SOILS**

The PLANS have been prepared by the ENGINEER based on the assumption that all soils on the project are suitable to support the proposed improvements shown. The CONTRACTOR shall immediately notify the ENGINEER if he discovers or encounters an obstruction that prevents the installation of the improvement according to the line and grades shown on the PLANS.

**PROTECTION OF TREES**

All trees that are not to be removed shall be protected from damage. Trees shall not be removed unless requested to do so in writing by the CLIENT.

**NOTIFICATION OF OWNERS OF FACILITIES AND UTILITIES**

The CONTRACTOR shall notify all applicable Jurisdictional Governmental Entities or utility companies, i.e., water, sewer, electric, telephone, gas and cable TV prior to beginning any construction so that each entity or company can establish the location and elevation of underground pipes, conduits or cables adjoining or crossing proposed construction.

**SOIL BORING DATA**

Copies of results of soil boring and reports, if such borings were taken by the CLIENT in the vicinity of the proposed construction site, should be made available by the CLIENT to the CONTRACTOR. These borings are presented for whatever purpose the CONTRACTOR chooses to make of them. The ENGINEER makes no representation or warranty regarding the number, location, spacing or depth of borings taken, nor of the accuracy or reliability of the information given in the results thereof.

Further, the ENGINEER does not assume responsibility for the possibility that during construction, the soil and groundwater condition may be different than indicated. Neither does the ENGINEER assume responsibility for variations of soil and groundwater location between borings. The CONTRACTOR is required to make its own borings, explorations and observations to determine soil and groundwater conditions.

**\*EARTHWORK CALCULATIONS AND CROSS SECTIONS**

Intentionally Deleted

**TRAFFIC CONTROL**

The CONTRACTOR shall provide when required by any JURISDICTIONAL GOVERNMENTAL ENTITY, all signs, equipment, and personnel necessary to provide for safe and efficient traffic flow in all areas where the work will interrupt, interfere or cause a change in any form, the conditions of traffic flow that existed prior to the commencement of any portion of the work. The CLIENT may, at his discretion, require the CONTRACTOR to furnish traffic control under these or other circumstances where in his opinion it is necessary for the protection of life and property. Emergency vehicle access shall be maintained at all times. The CLIENT or CLIENT'S construction representative, all existing access points shall be maintained at all times by the CONTRACTOR. The need for traffic control shall be anticipated by the CLIENT.

**WORK AREA**

The CONTRACTOR, his agents and employees and their employees and all equipment, machinery and vehicles shall confine their work within the boundaries of the project or work area specified by the CLIENT. The CONTRACTOR shall be solely liable for damage caused by him or his agents and employees and their equipment, machinery and vehicles on adjacent property or areas outside designated work areas.

**UTILITY POLES**

It shall be the responsibility of the CONTRACTOR to arrange for the relocation or bracing of existing utility poles that may be within the working limits of this contract. It is expressly understood that all work and costs connected with the maintenance of these utility poles, their temporary relocations, etc., shall be the responsibility of the CLIENT or the CONTRACTOR.

**RESTORATION**

It is the intent of these SPECIFICATIONS that clean-up and final restoration shall be performed immediately upon completion of each phase of the work or when so directed by the CLIENT so that these areas will be restored as nearly as possible to their original condition or better, and shall include but not be limited to, restoration of maintained lawns and rights-of-way, roadways, driveways, sidewalks, ditches, bushes, hedges, trees, shrubs, fences, mailboxes, sewers, drain tiles, water mains, etc.

**ROAD CLEANING**

The CONTRACTOR shall maintain roadways adjoining the project site free from mud and debris at all times. If mud and/or debris is carried onto the roadways from vehicles entering onto the Highway from either the CONTRACTOR'S trucks, his employees' vehicles, or his material suppliers, the CONTRACTOR shall immediately remove said mud and/or debris.

**SAFETY AND PROTECTION**

The CONTRACTOR shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. The CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss, and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR'S duties and responsibilities for safety and for protection of the work shall continue until such time as all work is completed and the CLIENT has notified CONTRACTOR that the work is acceptable. The duties of the ENGINEER do not include review of the adequacy of either the CONTRACTOR'S or the general public's safety, in, on, or near the construction site.

**HOLD HARMLESS**

To the fullest extent permitted by law, any CONTRACTOR, material supplier or other entity by use of these plans and specifications hereby waives any right of contribution and agrees to indemnify, defend, save and hold harmless Manhard Consulting, Ltd. and its agents, employees and consultants from and against all manner of claims, causes, causes of action, damages, losses and expenses, including but not limited to, attorneys' fees arising out of, resulting from or in connection with the performance of any work, pursuant to or with respect to these plans and specifications. However, this indemnity shall not be construed to indemnify Manhard Consulting, Ltd., its consultants, agents or employees against its own negligence.

Claims, damages, losses and expenses as these words are used in the Agreement shall mean and include, but not be limited to (1) injury or damage occurring by reason of the failure of or use or misuse of any part, rigging, blocking, scaffolding or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by any party or entity, including any contractor; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity; (3) costs for time expended by the indemnified party and its employees, at its usual rates plus costs or travel, long distance telephone and reproduction of documents and (4) consequential damages.

Only to the extent necessary to prevent this provision from being void under any state statute of the state where the work specified in these Plans and Specifications are to be performed, this indemnity agreement shall not require the CONTRACTOR to indemnify the ENGINEER, its consultants, agents or employees against its own negligence.

**INSURANCE**

Any party using these plans, including any contractor, material supplier, or other entity shall obtain, (prior to commencing any work) general public liability insurance insuring against all damages and claims for any bodily injury, death or property damage arising out of any work, including the construction work provided for in these plans, and shall name Manhard Consulting, Ltd. and its consultants, agents and representatives as additional insureds under such insurance policy. Such insurance must contain a clause stating that the insurance is primary coverage for Manhard Consulting, Ltd. and Manhard Consulting, Ltd.'s other applicable coverage is considered secondary.

**THIRD PARTY BENEFICIARY**

Manhard Consulting, Ltd. the ENGINEER, is intended to be a third party beneficiary of this writing agreement and requirement. Note: These Specifications are for Northern Illinois. Revised 01/01/10

**DETAILED SPECIFICATIONS**

**I. EXCAVATION AND GRADING**

**A. STANDARDS**

This work shall be completed in conformance with the applicable sections of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, latest edition except as modified below.

**B. EXCAVATION AND EMBANKMENT DEMOLITION**

- a. CONTRACTOR shall perform all demolition work in accordance with all applicable Federal, State and local requirements.
- b. The CONTRACTOR shall coordinate all demolition with the JURISDICTIONAL GOVERNING ENTITY and CLIENT to ensure protection and maintenance of sanitary sewer and water utilities as necessary and to provide stormwater conveyance until new facilities are constructed, tested and placed into operation.
- c. CONTRACTOR shall develop and implement a daily program of dust control and shall submit and obtain JURISDICTIONAL GOVERNING ENTITY approval of dust control procedures prior to demolition of any structures. Modification of dust control procedures shall be performed by the CONTRACTOR to the satisfaction of the JURISDICTIONAL GOVERNING ENTITY as requested.
- d. All asphalt pavement, curb and gutter and miscellaneous structures shall be demolished by the CONTRACTOR and disposed of as approved by CLIENT.
- e. All existing sewers outside the building as indicated on the PLANS to be abandoned shall be removed from the site and disposed of by the CONTRACTOR.
- f. Voids left by any item removed under any proposed building, pavement or walk or within 24" thereof shall be filled and compacted with suitable materials by the CONTRACTOR.
- g. All fire access lanes within the project area shall remain in service, clean of debris, and accessible for use by emergency vehicles.
- h. Any existing walls encountered shall be exposed and sealed 3' below proposed finish grade by the CONTRACTOR in accordance with Section 920.120 of the Illinois Water Well Construction Code, Department of Public Health, Latest Edition, and all applicable local rules and regulations.

- 1. Any existing septic tanks and grease traps encountered shall have all liquids and solids removed and disposed of by a licensed commercial hauler in accordance with JURISDICTIONAL GOVERNING ENTITY regulations, and the tank and grease traps shall then be filled with suitable material or removed from the site and disposed of by the CONTRACTOR.
- 2. Any material containing asbestos found within existing structures shall be removed from the site and disposed of off-site by the CONTRACTOR in accordance with County, State and Federal regulations.
- 3. Prior to the commencement of any demolition activity, the OWNER/CONTRACTOR shall obtain all applicable permits to disconnect existing utility services to each building proposed for demolition.

**\*CLEANING, GRUBBING AND TREE REMOVAL**

Intentionally Deleted

**\*TOPSOIL STRIPPING**

Intentionally Deleted

**TOPSOIL RESURFACE**

Upon completion of roadway and/or parking lot improvements and installation of underground utilities a minimum of four inches (4") of topsoil shall be resurfaced over all unworked areas which have been disturbed by earthwork construction, except building pads and other designated areas, which shall be kept free from topsoil.

**SEEDING**

Upon completion of topsoil resurfacing, the CONTRACTOR shall apply seed and fertilizer as designated on the PLANS or as designated on landscape drawings and specifications provided by the CLIENT. The CONTRACTOR shall adhere to the requirements of the landscape plans, however in the absence of landscape drawings and specifications, seeding shall be as designated on the PLANS and in accordance with the above standards.

**EXCAVATION AND EMBANKMENT (FILL)**

Upon completion of topsoil stripping, all excavation and embankments shall be completed as shown on the PLANS. All suitable excavated materials shall be hauled, placed (moisture conditioned if necessary) and compacted in the embankment areas. The CONTRACTOR shall include all dewatering, temporary ditching and culverts necessary to complete the excavation and embankment.

Specifically included in the scope of Excavation and Embankments is grading and shaping of all cut or fill areas including swales and ditches, handling of sewer pipe, etc., and all work required to provide positive drainage at the end of each working day and upon completion of a section.

The CONTRACTOR shall be responsible for the excavation of all swales and ditches and for the excavation or filling of the parking lot within the work limits to within ±0.1 feet of the proposed subgrade elevations indicated on the PLANS. He shall be responsible for obtaining compaction in accordance with the minimum values listed in the table below for all embankments unless more stringent values are listed in the soils report, and to use any method approved by the CLIENT necessary to obtain this compaction (i.e., soil fabric or any undercutting that may be required).

Type Material	Percent Compaction	Percent + or -	Flux Rate	Grass Area
Stony Soil	Mottled Filler	95%	90%	
Clayey Soil	Standard Filler	95%	90%	

unless approved otherwise in the soils report or by the CLIENT.

The CONTRACTOR shall notify the CLIENT if proper compaction cannot be obtained so that the CLIENT may determine what remedial measures may be needed.

A soils testing firm employed by the CLIENT shall determine which soils are unsuitable. Materials in their natural state being defined as unsuitable that would be suitable material if moisture conditioned, shall be conditioned by the CONTRACTOR and used as suitable embankment material or hauled from the site.

For purposes of definition, unsuitable material shall be as follows unless determined otherwise by the Soils Engineer:

- a. Any soil whose optimum moisture content exceeds 25%.
- b. Any cohesive soil with an unconfined compressive strength of 1.5 tons per square foot or less.
- c. Any soil whose silt content exceeds 60% by weight.
- d. Any soil whose maximum density is less than 100 pounds per cubic foot.
- e. Any soil containing organic, deleterious, or hazardous material.

Upon completion of excavation and shaping of the water retention areas, all silt seams and granular or sandy soils shall be removed to a minimum depth of three feet below the subgrade and replaced with an impervious clay liner, including adjacent to and under storm sewer inlets and outlets. It is the intent of these PLANS and SPECIFICATIONS that the CONTRACTOR shall prepare the lake bottoms, side slopes, and compaction thereof so that the lakes will maintain the proposed normal water level and that leakage does not exceed 1/2 inch per week.

Ditch and swales are to be excavated to the lines and grades indicated on the PLANS. All suitable materials excavated from the ditches shall be used in construction of the embankments.

The CONTRACTOR shall notify the CLIENT immediately upon encountering groundwater during excavation. If in the opinion of the CLIENT or the JURISDICTIONAL GOVERNING ENTITY this condition necessitates the installation of perforated drain tile bedded in washed gravel or open storm sewer joints wrapped with fabric, the CONTRACTOR shall install the same.

During excavation and embankment, grades may be adjusted to provide an overall site earthwork balance. The CONTRACTOR shall cooperate fully with the CLIENT in adjustment of grades, construction methods and placement of material to meet the above goals and shall immediately advise CLIENT if he believes that the earthwork will not balance.

It is the intent of these PLANS that storm waters falling on the site be diverted into sedimentation /lake /detention basins during construction. The CONTRACTOR shall construct and maintain any temporary ditches or swales that are necessary to accomplish this prior to beginning mass excavation.

**EROSION CONTROL**

Suitable erosion control practices shall be maintained by the CONTRACTOR in accordance with Illinois Urban Manual and all applicable Soil Erosion and Sedimentation Control ordinances and the PLANS.

**UNDERCUTTING DURING EARTHWORK**

If the subgrade cannot be dried adequately by drying as outlined above for placement of material to planned grades and if the CLIENT determines that the subgrade does not meet the standards set forth above, the CLIENT may require undercutting.

**MISCELLANEOUS CONTRACT ITEMS**

The following items may be required at the CLIENT'S option, as indicated on the PLANS or as required by the JURISDICTIONAL GOVERNING ENTITY:

**(i) GEOTEXTILE FABRIC**

Geotextile fabric or approved equal shall be provided in areas as designated by the CLIENT, as indicated on the PLANS or as required by the JURISDICTIONAL GOVERNING ENTITY where proper compaction of embankments over existing soft soils is not possible. Geotextile fabric shall meet the material specifications of and shall be installed in accordance with the above standards.

**(ii) EROSION CONTROL BLANKET**

Erosion control blanket or approved equal shall be provided in areas as designated by the CLIENT, as indicated on the PLANS or as required by the JURISDICTIONAL GOVERNING ENTITY for the stabilization of disturbed areas. Erosion control blanket shall meet the material specifications of and shall be installed in accordance with the above standards, the Illinois Urban Manual and/or the details shown on the PLANS.

**II. UNDERGROUND IMPROVEMENTS**

**A. GENERAL**

All underground improvements shall be constructed and tested in accordance with the Standard Specifications for Water and Sewer Construction in Illinois and Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, latest edition. In the event of conflicting guidelines, the more restrictive shall govern.

**SELECTED GRANULAR BACKFILL**

Selected Granular Backfill shall be required for all sewer and water main trenches lying under existing or proposed streets, driveways, parking lots and within 24" thereof, and where noted on PLANS. All material placed in such trenches shall be in accordance with the above standards.

**MANHOLES, CATCH BASIN, INLETS & VALVE VAULTS**

All Manholes, Catch Basins, Inlets, and Valve Vaults shall be constructed of reinforced precast concrete ring construction with tongue and groove joints in conformance with the latest revision of ASTM designation G478. All joints between sections and frames (except sanitary manholes, see Section I-B Manholes, below) shall be sealed with mastic type bituminous jointing compound. CONTRACTOR shall remove all excess mastic on inside of structure and on outer joints with mortar. Manholes are to have offset cores except that no core shall be used on storm manholes 6'-0" deep or less in which case a reinforced concrete full top section shall be used, and Valve Vaults shall have conentric cores. Only concrete adjustment rings will be permitted where necessary and shall be limited to two adjustment rings totaling not more than 8" in height. All manholes and catch basin steps shall be polymer polypropylene with continuous 3/4" steel reinforcement as manufactured by MA Industries, or approved equal.

**UGRER BORING AND CASING**

Intentionally Deleted

**UGRER (OPEN BORE)**

The CONTRACTOR shall auger (open bore) where noted on PLANS.

**HORIZONTAL AND VERTICAL SEPARATION OF WATER AND SEWER MAINS**

Horizontal and vertical separation of water and sewer mains shall be in accordance with Standard Specifications for Water and Sewer Construction in Illinois Section 41-2.01A and 41-2.01B and Standard Drawing 18, 19, 20, 21, 22, 23 and 24.

**STRUCTURE ADJUSTMENTS**

Structures shall be adjusted to the finished grade as shown on PLANS.

**\*SANITARY SEWERS AND APPURTENANCES**

Intentionally Deleted

**A. WATER MAINS AND APPURTENANCES**

**WATER MAIN PIPE (2" AND LARGER)**

Water main pipe shall conform to the following:

- a. Ductile iron casted lined pipe conforming to the latest revision of ANSI/AWWA C151/A21.51, Thickness Class B2, minimum 150 psi working pressure with "push on" type joints.
- b. Polyvinyl Chloride Pipe (PVC) conforming to the latest revision of ANSI/AWWA C900 (4-inch thru 12-inch) or ANSI/AWWA C905 (14-inch thru 48-inch) with a pressure rating of 225 psi, SDR 18 in accordance with ASTM D2241. Joints shall be pressure rated in accordance with ASTM D3139 with elastomeric seals in accordance with ASTM F477.

Installation shall be in accordance with ANSI/AWWA C600 (Ductile Iron) or ANSI/AWWA C605 (PVC). All water main shall have mechanical joint east iron or ductile iron fittings in accordance with ANSI/AWWA C110/A21.10 or compact ductile iron fittings in accordance with ANSI/AWWA C153/A21.53 with 250 psi working pressure.

Powered or monolithic concrete thrust blocks are required to brace all tees, plugs, caps, and bends of 11 1/4 degree deflection or greater. Minimum cover for all water mains, including services, shall be 6'-0" from the finished grade. Water main shall include bedding and backfilling.

**\*WATER VALVES**

Intentionally Deleted

**\*VALVE VAULTS**

Intentionally Deleted

**FIRE HYDRANTS**

Fire Hydrants shall be per JURISDICTIONAL GOVERNING ENTITY requirements. All fire hydrants shall be located as shown on the PLANS and shall be painted in a manner acceptable to the JURISDICTIONAL GOVERNING ENTITY after installation and shall be adjusted to final grade.

**\*TAP, STOPS AND BOX**

Intentionally Deleted

**\*SMALL WATER SERVICES (2" DIAMETER OR LESS)**

Intentionally Deleted

**DISINFECTION**

Disinfectants shall meet all of the requirements of the State of Illinois, Environmental Protection Agency, Public Water Supplies Division. The safe quality of the water supply shall be demonstrated by bacteriological analysis of samples collected at sampling taps on at least two consecutive days following disinfection of the mains and copies of the said report submitted to the JURISDICTIONAL GOVERNING ENTITY and the CLIENT.

**PRESSURE TEST**

Allowable leakage, test pressure and duration shall be as per the requirements of the JURISDICTIONAL GOVERNING ENTITY.

**DRY CONNECTION TO EXISTING WATER MAIN**

A dry connection to existing water main shall include a connection to an existing water main stub where shown on the PLANS. The CONTRACTOR shall obtain approval of the JURISDICTIONAL GOVERNING ENTITY to shut down any main, including submittal of a schedule of the time of shut off and the time the line will be returned to service. All mains shall shut down that are opened to atmosphere must be de-aerated prior to returning main into service.

**POLYETHYLENE TUBE (FOR DUCTILE IRON WATER MAIN ONLY)**

The CLIENT, or JURISDICTIONAL GOVERNING ENTITY may request that portions of the water main be enclosed in a polyethylene tube, Class F-151 or approved equal installed as per the manufacturer's recommendations, should soil conditions so warrant its use.

**FOUNDATION, BEDDING AND HAUNCHING**

Foundation, Bedding and Haunching shall be wet coarse aggregate or moist fine aggregate in accordance with the above standards and placed as shown on the detail.

**D. STORM SEWERS AND APPURTENANCES**

**\*STORM SEWER PIPE**

Storm sewer pipe shall conform to the following:  
a. Reinforced concrete pipe minimum Class IV in conformance with the latest revision of ASTM designation G76 with C361 or G443 flexible gasket joints, except that bituminous mastic joints may be used in grass areas.  
b. Storm sewers may be constructed with reinforced concrete pipe using only flexible gasket joints (ASTM 361 or 443) for water main crossings.  
c. Storm sewer shall include bedding and trench backfill.

**MANHOLES, INLETS & CATCH BASINS**

Manholes, Inlets and Catch Basins shall be constructed in conformance with Section I-A Manholes, etc. above. The space between connecting pipes and the wall of the manhole shall be completely filled with non-shrink hydraulic cement mortar. Frames and lids shall be Neenah or approved equal unless specified otherwise on the PLANS. All frames and grates shall be provided such that the flange fully covers the opening plus 2" of the structure as a minimum. \*Provide "Name" Type frame & grate for all structures located in curb where gradient exceeds 2.0%. Manholes shall include steps, frame & grate, bedding and trench backfill.

**\*FLARED END SECTION**

Intentionally Deleted

**FOUNDATION, BEDDING AND HAUNCHING**

Foundation, Bedding and Haunching shall be wet coarse aggregate or moist fine aggregate in accordance with the above standards and placed as shown on the detail.

**\*UNDERDRAINS**

Intentionally Deleted

**MISCELLANEOUS**

- a. All existing field drainage tile or storm sewers encountered or damaged during construction shall either be restored to their original condition, properly repaired and/or connected to the storm sewer system.
- b. Fencing drains shall be connected to sump pumps or discharged directly into storm sewers. Fencing drains or drainage tile shall not be connected to the sanitary sewer.

**CONNECTION FOR STORM SERVICE TO STORM MAIN**

Connections of storm sewer services to storm sewer mains should be made with manufactured tees when available. Availability of manufactured tees will be a function of the storm sewer material and pipe diameter size of the service sewer and main. If manufactured tees are not reasonably available, connections should be made in accordance with manufacturer's recommendations for all storm sewer other than concrete pipe. For concrete pipe connections without manufactured tees the storm sewer main shall be machine cord and the service sewer connected using non-shrink grout for the void between pipes. The service sewer shall be cut flush with the inside wall of the sewer main and not extend into the inside low area of the main or otherwise impede flow.

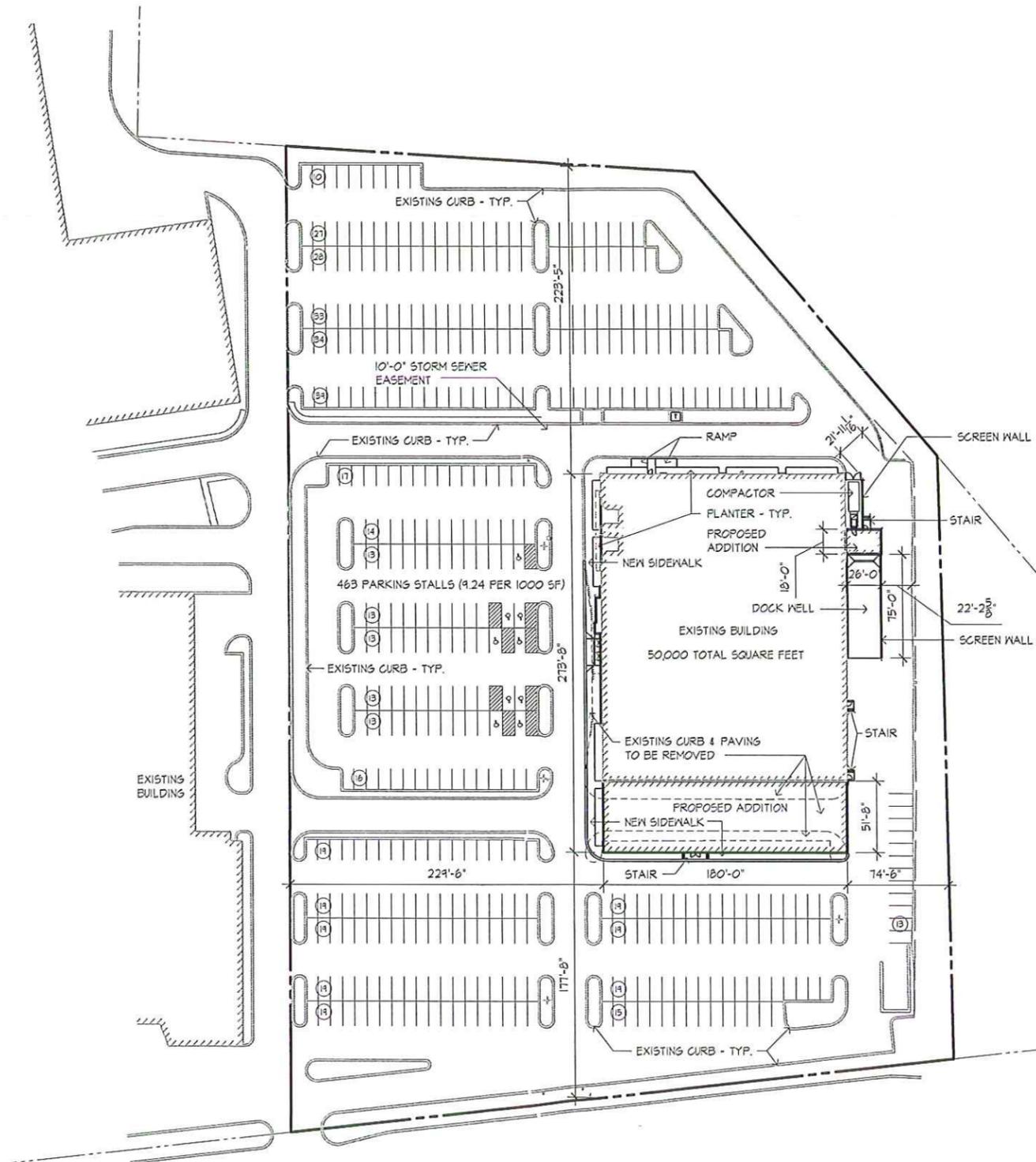
**III. ROADWAY AND PARKING LOT IMPROVEMENTS**

**STANDARDS**

Work shall be completed in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, latest edition.

**SUBGRADE PREPARATION**

The CONTRACTOR shall be responsible for all subgrade compaction and preparation to ±0.1-foot of the proposed subgrade elevation with the average subgrade elevation to be within ±0.02 feet of the proposed subgrade grade elevation.



**SITE PLAN**

1" = 100'-0"



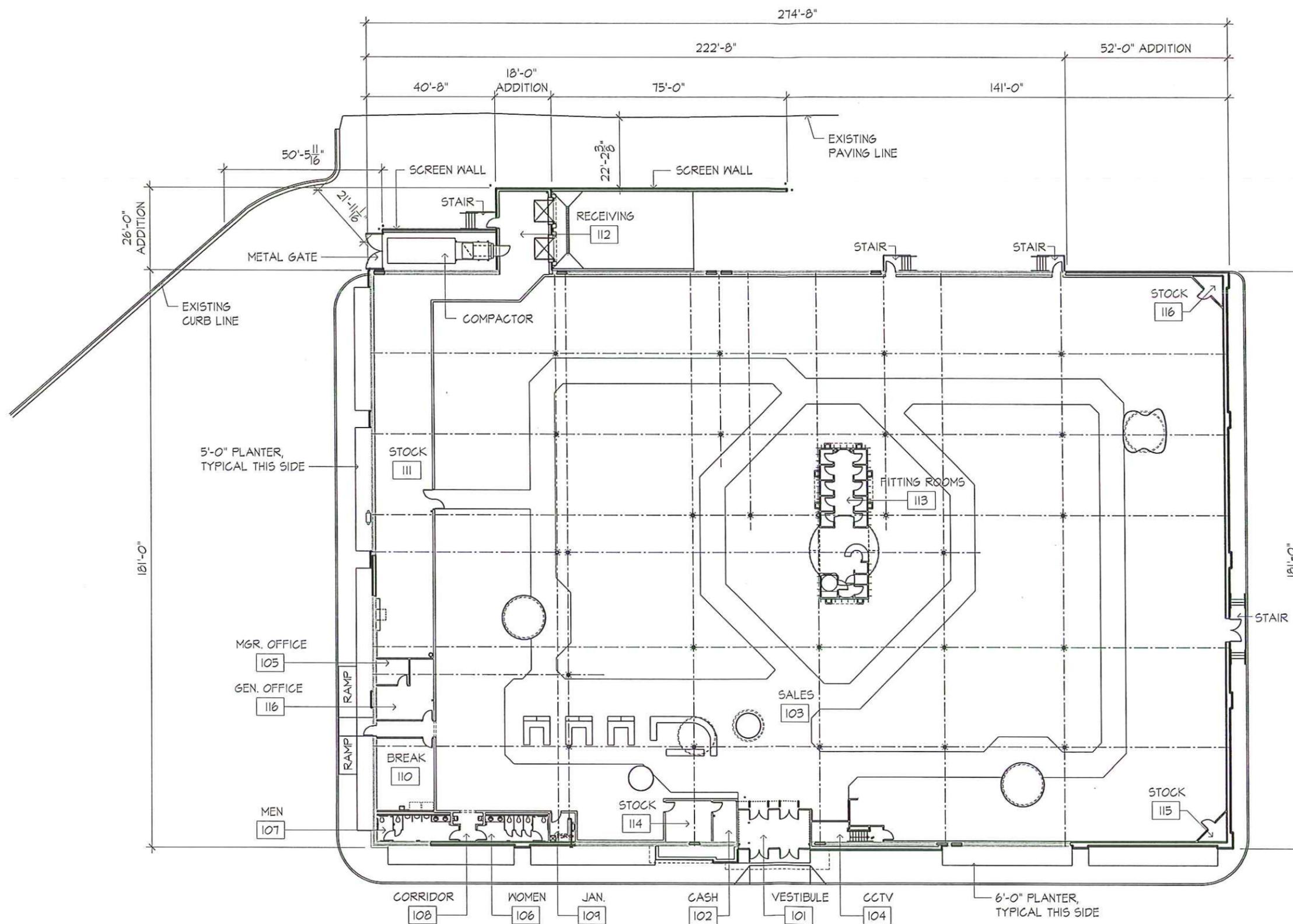
**RECEIVED**

FEB 09 2011

COMMUNITY DEVELOPMENT  
DEPARTMENT

**GORDMANS - RIVERTREE COURT**  
TECHNICAL REVIEW SUBMITTAL

ORDINANCE 2011-010 Exhibit B(2) Proposed site and floor plans, color elevation plans and elevations with exterior finish schedule prepared by Meyer & Associates Architects with a date of 1/24/11 and consisting of six (6) pages.



**FLOOR PLAN**

1/32" = 1'-0"



**GORDMANS - RIVERTREE COURT**  
 TECHNICAL REVIEW SUBMITTAL

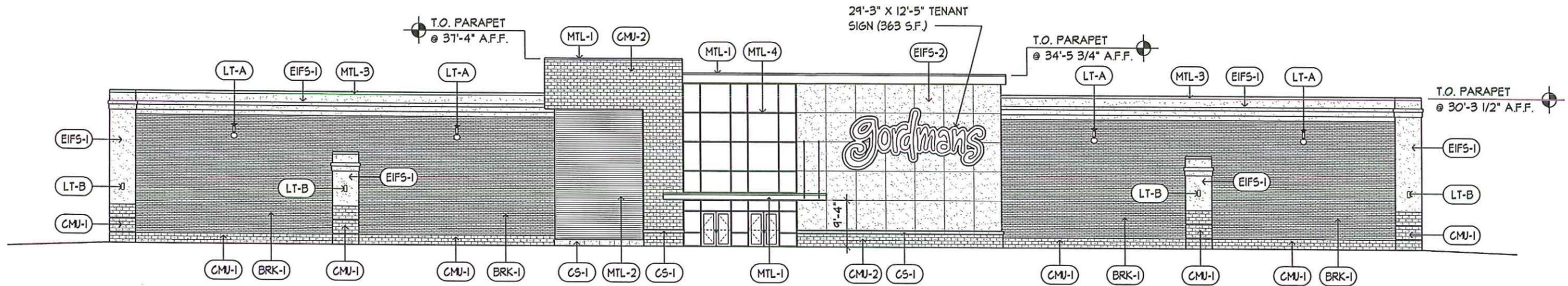
**EXTERIOR FINISH SCHEDULE**

- (CMU-1) SPLIT-FACE CMU - MATCH EXISTING LIGHT GREY
- (CMU-2) SPLIT-FACE CMU - PAINT MEDIUM GREY
- (BRK-1) BRICK VENEER - MATCH EXISTING
- (EIFS-1) EIFS - LIGHT CREAM
- (EIFS-2) EIFS - GORDMANS EGGPLANT
- (CS-1) WHITE (PER CAST STONE INSTITUTE)

- (MTL-1) METAL CAP FLASHING - SILVER METAL
- (MTL-2) HORIZONTAL RIBBED METAL PANEL - SILVER METAL
- (MTL-3) METAL CAP FLASHING - MATCH EIFS-1
- (MTL-4) ANODIZED ALUMINUM STOREFRONT - SILVER METAL
- (MTL-5) METAL CAP FLASHING - MATCH BRK-1

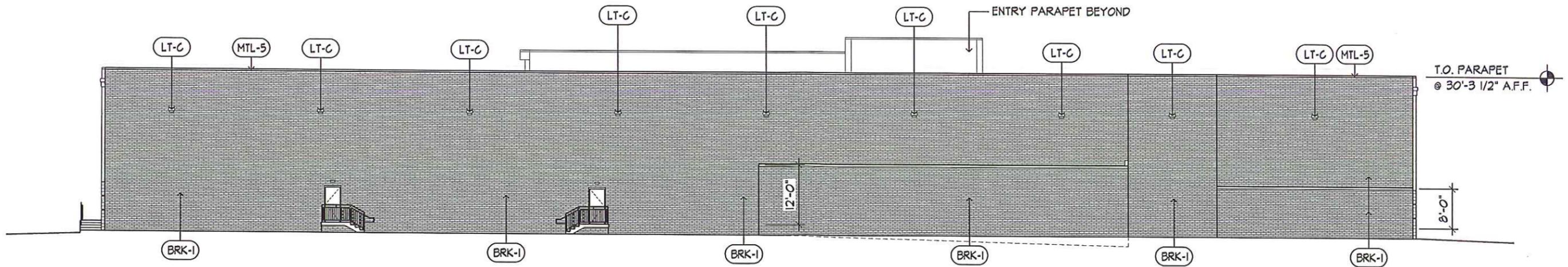
**LIGHT FIXTURE SCHEDULE**

- (LT-A) DECORATIVE ACCENT LIGHT FIXTURE - SILVER METAL
- (LT-B) DECORATIVE ACCENT LIGHT FIXTURE - SILVER METAL
- (LT-C) WALLPACK LIGHT FIXTURE - BLACK



**WEST ELEVATION**

1" = 20'-0"



**EAST ELEVATION**

1" = 20'-0"

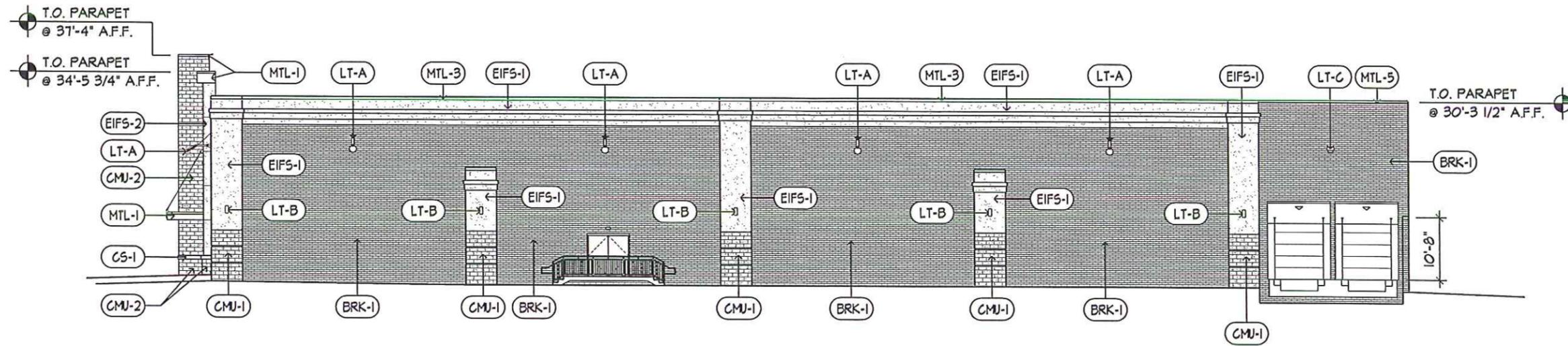
**GORDMANS - RIVERTREE COURT**  
TECHNICAL REVIEW SUBMITTAL

**EXTERIOR FINISH SCHEDULE**

- (CMU-1) SPLIT-FACE CMU - MATCH EXISTING LIGHT GREY
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- (MTL-3) METAL CAP FLASHING - MATCH EIFS-1
- (MTL-4) ANODIZED ALUMINUM STOREFRONT - SILVER METAL
- (MTL-5) METAL CAP FLASHING - MATCH BRK-1

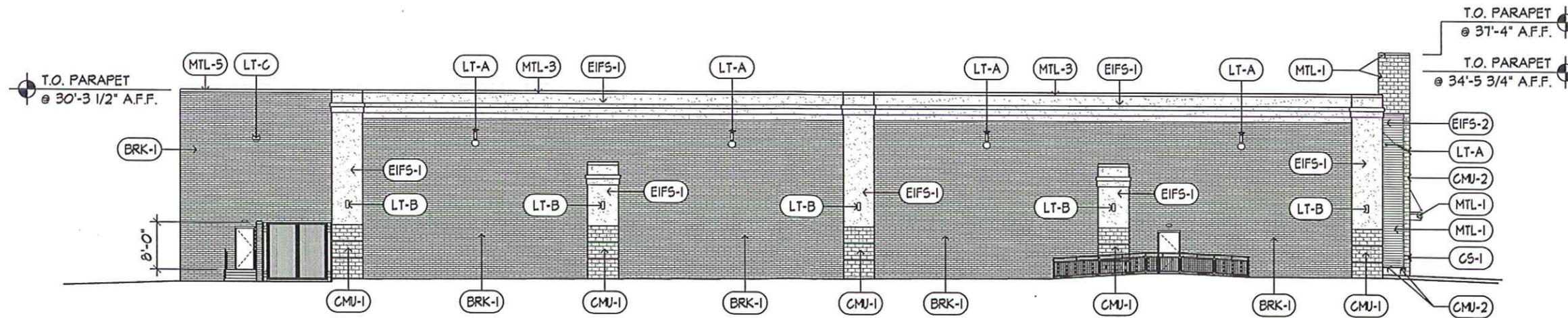
**LIGHT FIXTURE SCHEDULE**

- (LT-A) DECORATIVE ACCENT LIGHT FIXTURE - SILVER METAL
- (LT-B) DECORATIVE ACCENT LIGHT FIXTURE - SILVER METAL
- (LT-C) WALLPACK LIGHT FIXTURE - BLACK



**SOUTH ELEVATION**

1" = 20'-0"



**NORTH ELEVATION**

1" = 20'-0"

**GORDMANS - RIVERTREE COURT**  
TECHNICAL REVIEW SUBMITTAL

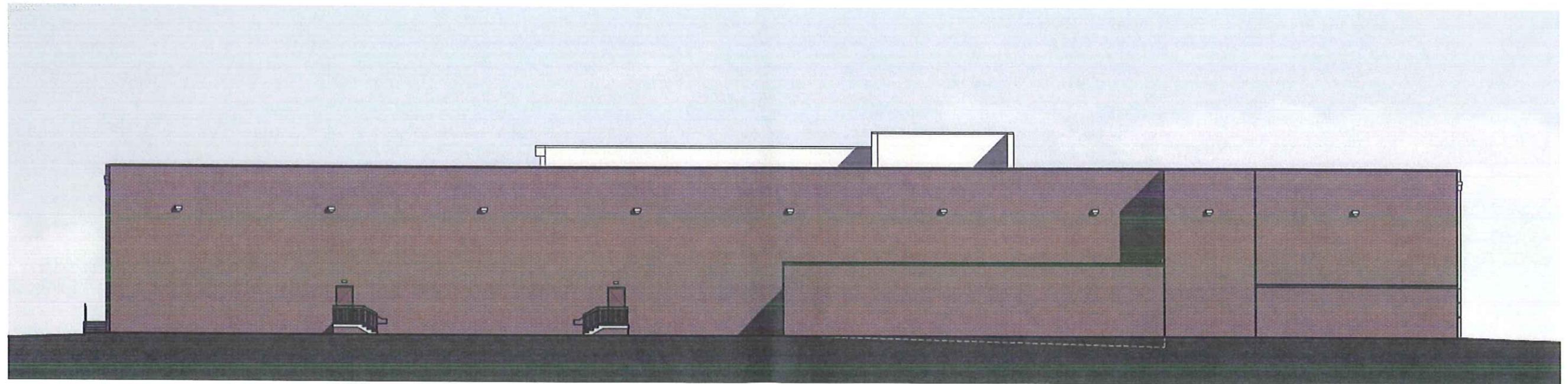
# GORDMANS - RIVERTREE COURT



Meyer & Associates, Architects  
402.391.1823



WEST ELEVATION

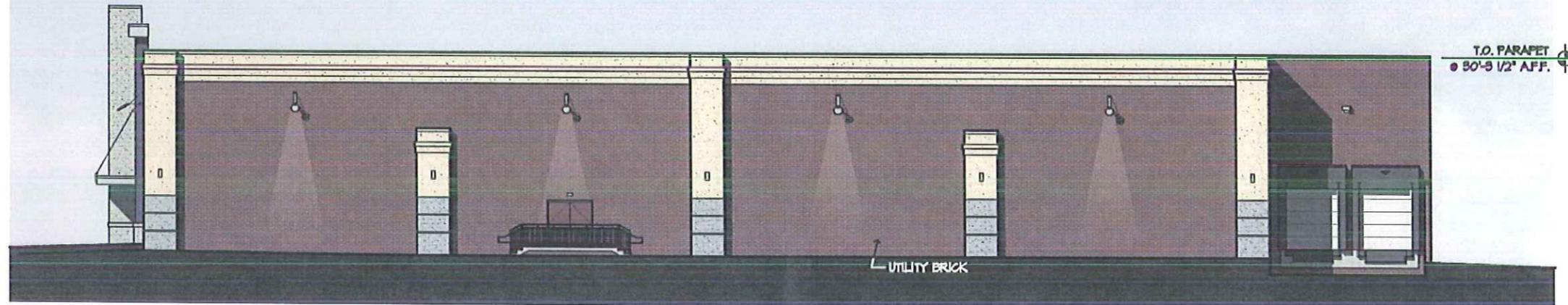


EAST ELEVATION

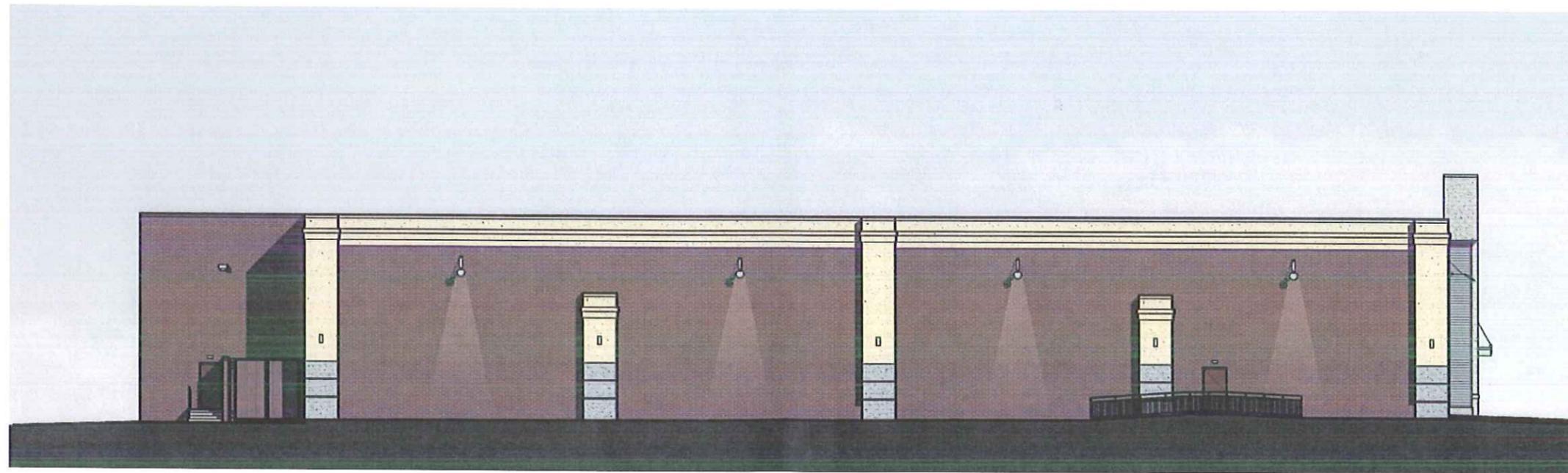
GORDMANS - RIVERTREE COURT



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402.391.1823



SOUTH ELEVATION



NORTH ELEVATION

**Note:**  
Perennials around existing monument signs shall be transplanted to various locations throughout the site.

**Note:**  
Perennials around existing monument signs shall be transplanted to various locations throughout the site.

Existing Burning Bush to be Removed

Monument Sign to be Removed and Replaced

Existing Evergreen Tree Removal, Typ.

Existing Ornamental Tree to Remain, Typ.

(5) Existing Juniper Beds to be Removed

Existing Junipers and Burning Bush to be Removed

Existing Shade Tree to Remain, Typ.

Existing Shade Tree Removal, Typ.

Existing Ornamental Tree to Remain, Typ.

Existing Ornamental Tree Removal, Typ.

Existing Evergreen Tree to Remain, Typ.

(3) Existing Shade Tree Removals (Due to Building Expansion)

Existing Shade Tree to Remain, Typ.

Existing Shade Tree Removal, Typ.

**Removal Notes:**

1. The tree removals include several dead or dying crabapples and ash trees. Most trees have replacement tree species planted in their place.
2. Contractor shall stump grind at all tree and shrub removal locations.
3. Any plant material not specifically called out on the plan shall remain as is.

**1 Landscape Removals Plan**  
SCALE: 1"=200'-0"





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Grayson, IL 60090  
(67)223-1891 (67)223-1892 FAX  
website: www.3ddesignstudio.com  
email: info@3ddesignstudio.com

sheet title

**Rivertree Court Shopping Center**

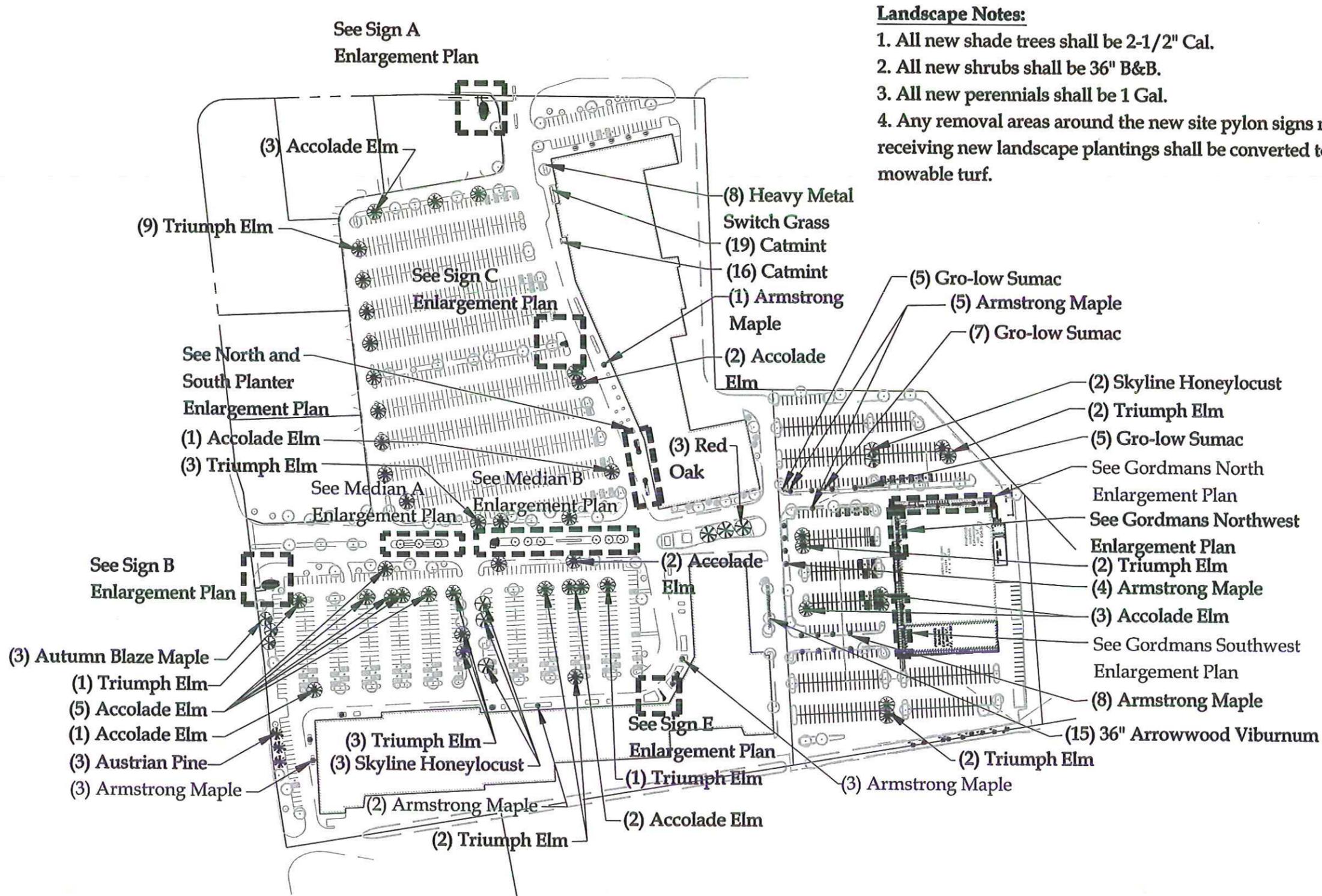
Removals Plan

scale	As Noted
design	CSM
date	1.26.11
revision	
revision	
revision	

sheet

**1**

of **5** sheet(s)



**Landscape Notes:**

1. All new shade trees shall be 2-1/2" Cal.
2. All new shrubs shall be 36" B&B.
3. All new perennials shall be 1 Gal.
4. Any removal areas around the new site pylon signs not receiving new landscape plantings shall be converted to mowable turf.



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design studio

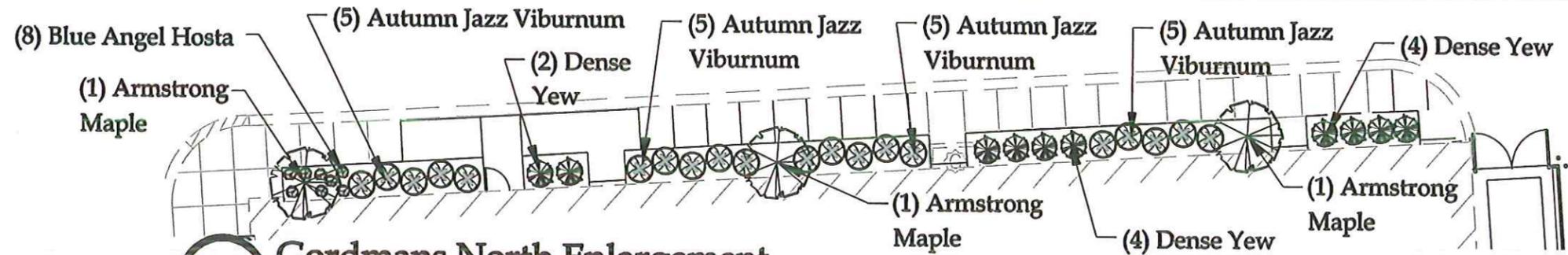
529 North Barron Boulevard  
Garyville, IL 60030  
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website: www.3ddesignstudio.com  
email: info@3ddesignstudio.com

Rivertree Court Shopping Center  
Overall Landscape Plan

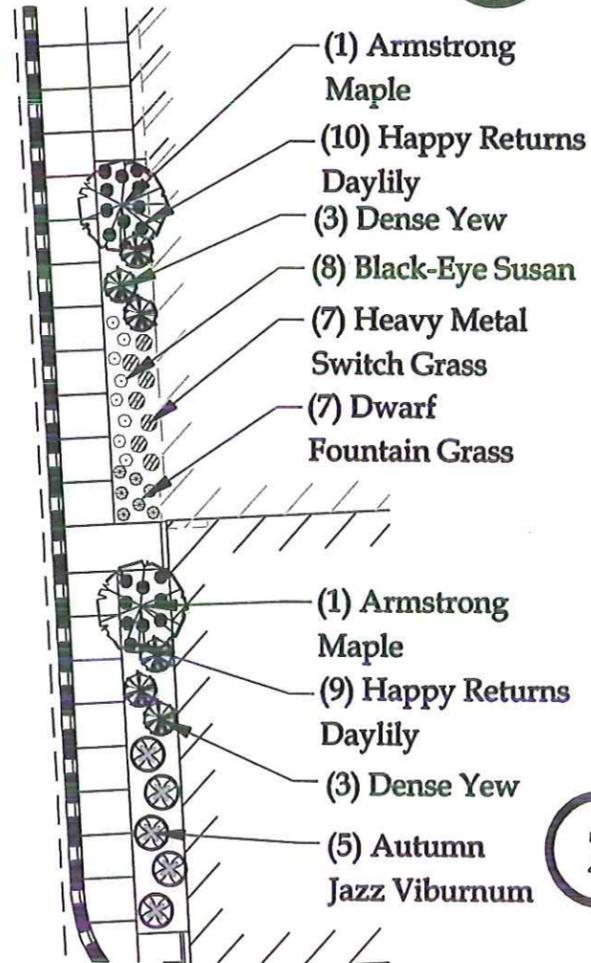
note	As Noted
design	CSM
date	1.26.11
revision	
revision	
revision	

**1 Overall Landscape Plan**  
SCALE: 1"=200'-0"

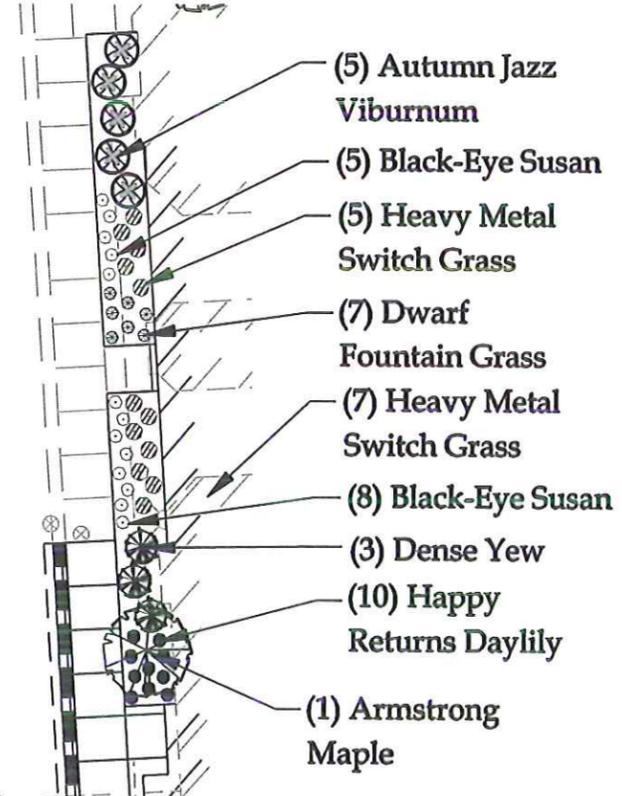




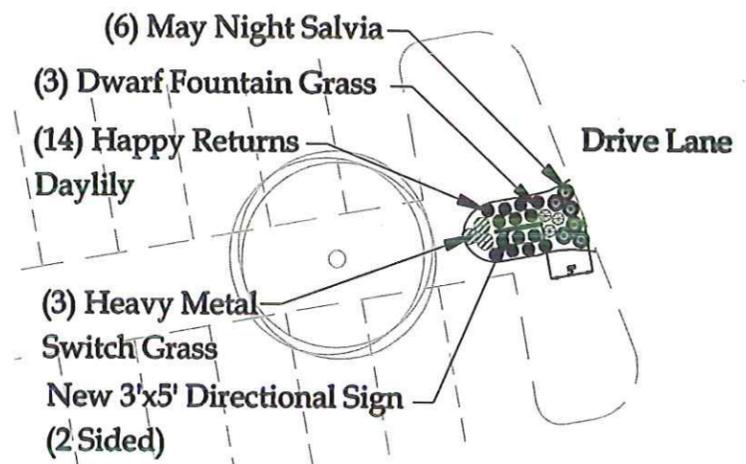
**3 Gordmans North Enlargement**  
SCALE: 1"=20'-0"



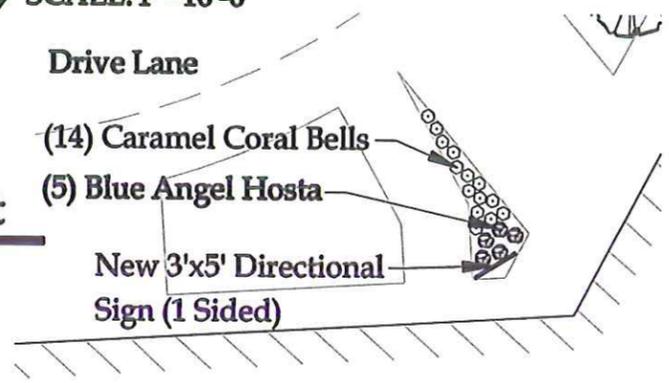
**1 Gordmans Southwest Enlargement**  
SCALE: 1"=20'-0"



**2 Gordmans Northwest Enlargement**  
SCALE: 1"=20'-0"



**3 Sign C Landscape Enlargement**  
SCALE: 1"=10'-0"



**4 Sign E Landscape Enlargement**  
SCALE: 1"=10'-0"



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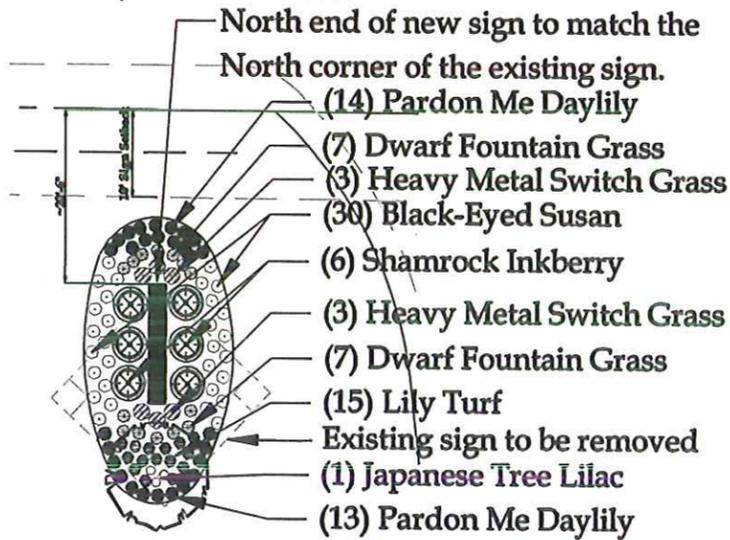
Rivertree Court Shopping Center  
Landscape Enlargements

scale	As Noted
design	CSM
date	1.26.11
revision	
revision	
revision	

sheet  
**3**  
of 5 sheet(s)

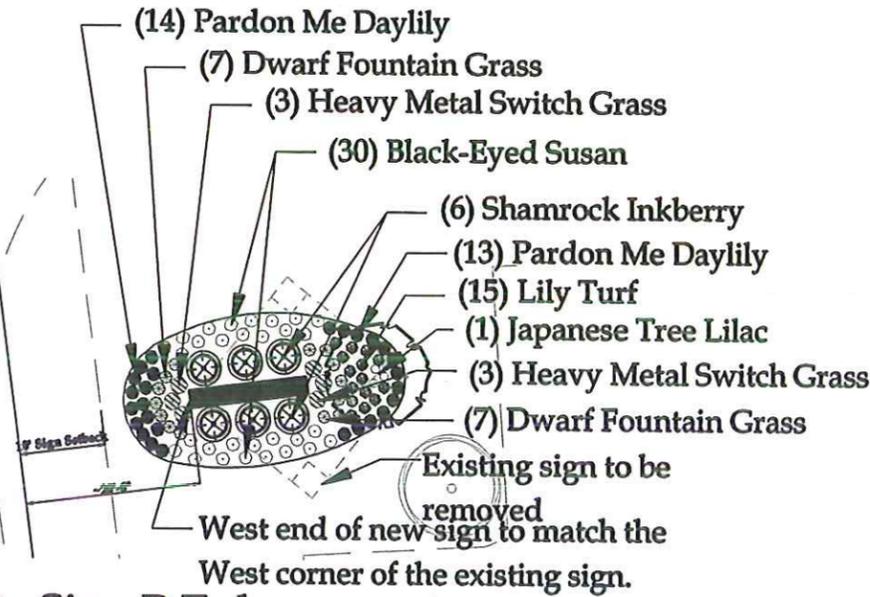


Route 60 / Townline Road

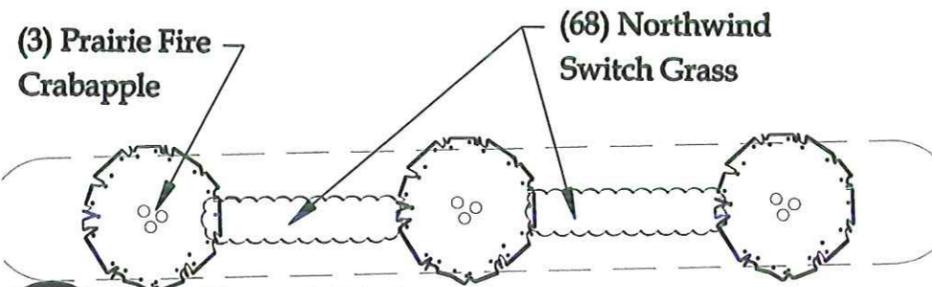


**1** Sign A Enlargement  
SCALE: 1"=10'-0"

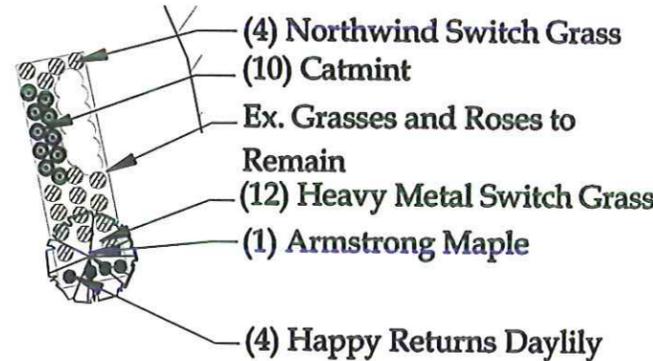
Route 21 / Milwaukee Avenue



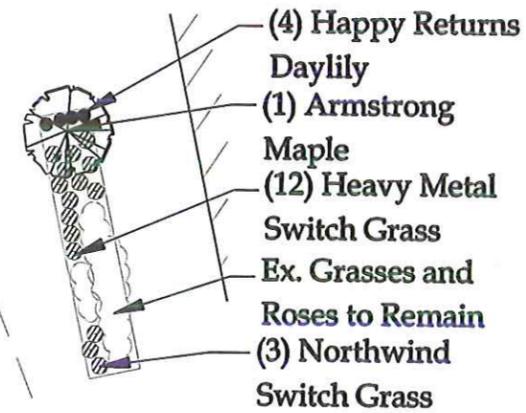
**2** Sign B Enlargement  
SCALE: 1"=10'-0"



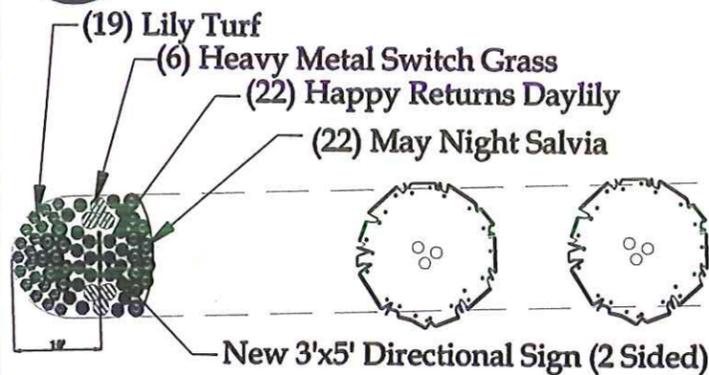
**3** Median A Enlargement  
SCALE: 1"=20'-0"



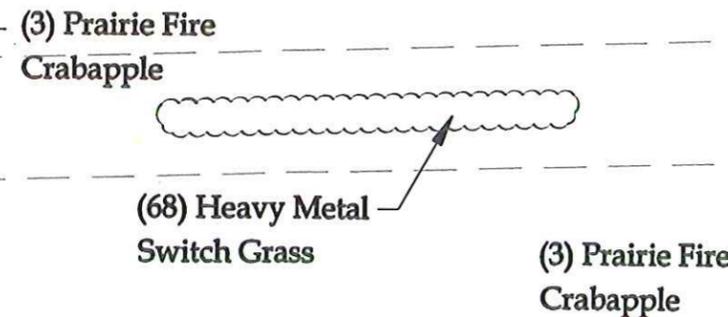
**4** North Planter Enlargement  
SCALE: 1"=10'-0"



**5** South Planter Enlargement  
SCALE: 1"=10'-0"



**6** Median B Enlargement  
SCALE: 1" = 20'



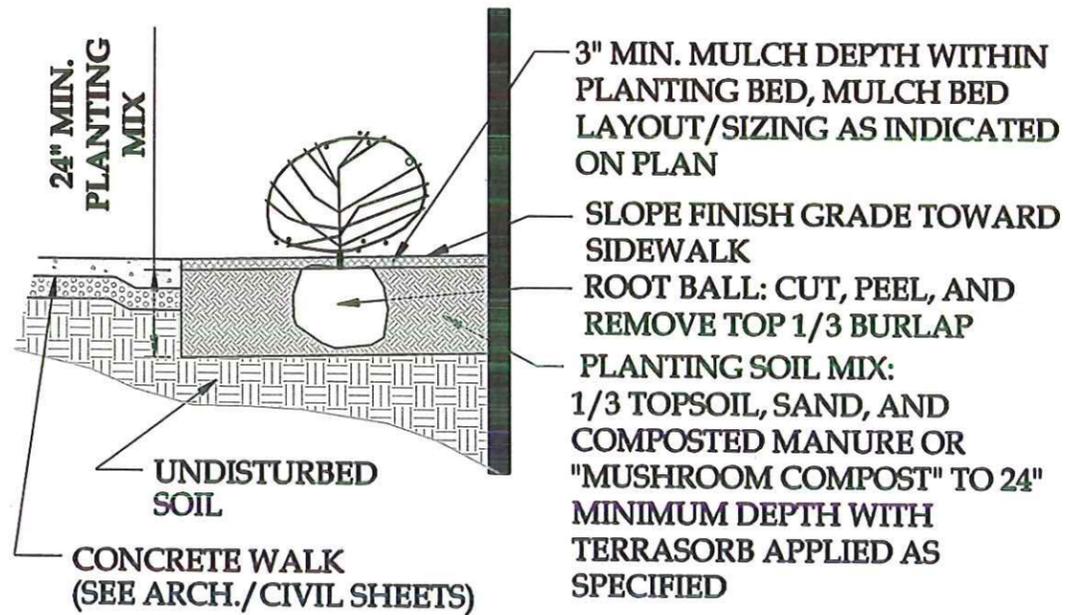
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Rivertree Court Shopping Center  
Landscape Enlargements

scale	As Noted
design	CSM
date	1.26.11
revision	
revision	
revision	

4

of 5 sheet(s)



**1** Planting Detail  
SCALE: 1/4"=1'-0"



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Rivertree Court Shopping Center  
Details

scale	As Noted
design	CSM
date	1.26.11
revision	
revision	
revision	

sheet  
**5**  
of 5 sheet(s)

