City of Highland Park

City Council Meeting
City Hall
1707 St Johns Avenue,
Highland Park, Il 60035
February 9, 2026
7:30 PM
Agenda

Individuals with questions or feedback about an agenda item can address the City in the following ways:

1. **Emails with Unlimited Information**. Individuals may email the City an unlimited number of words at cityhp@cityhpil.com. Emails will be forwarded to the City Council if requested. All emails received will be acknowledged.
2. **Telephone**. Individuals with no access to email may leave a message with the City Manager's Office at 847.926.1000.
3. **Live Comments**. Individuals are able to address the Council during the City Council meeting. Questions/comments should be limited to three minutes or less.

Committee of the Whole and City Council meetings are broadcast live on the City's Facebook page and on the City's website. Meetings can be watched after the meeting from a video link on the City's website.

The City encourages individuals to sign-up for its enews for important information from the City. To sign-up for the enews, visit www.cityhpil.com.

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Approval of Minutes

A. Approval of the Minutes of the Regular Meeting of the City Council Held on January 26, 2026

V. Approval of Warrant List

A. Warrant List and Wire Transfers from January 16, 2026 to January 30, 2026.

VI. Report of Mayor

A. Appointments

- Appointment to Fill a Vacancy on the Library Board of Trustees

B. Proclamations

- In Recognition of Black History Month 2026, "Celebrating 100 Years: Black History, Black Presence, and Black Futures"
- In Special Recognition of 211 Day on February 11, 2026

C. Other Business

- State of the City

VII. Business from the Council

VIII. Business from City Staff

IX. Business from the Public (Individuals wishing to be heard regarding items not listed on this agenda)

X. Omnibus

Administration

(Questions concerning these items can be directed to 847-926-1004)

1. A Resolution to Approve a Market License Agreement with Bensidoun USA , Inc. for Food Truck Thursdays for a three-year term (2026-2028)

2. A Resolution Approving the Sales Tax Rebate Agreement for WKN Automotive Inc. d/b/a McGrath Kia (250 Skokie Valley Road)

3. An Ordinance Amending Section 93.306 of "The Highland Park Code of 1968," as Amended Regarding Outdoor Dining Within City Rights-of-Way

4. A Resolution Approving an Agreement with Thornton Tomasetti, Inc., of New York, New York, for Illinois Energy Stretch Code Engineering Services

Finance

(Questions concerning these items can be directed to 847-926-1020)

5. An Ordinance Providing for the Issuance of Not to Exceed $4,100,000 General Obligation Bonds, Series 2026, of the City of Highland Park, Lake County, Illinois, for the Purpose of Financing Various Capital Improvements, Providing for the Levy and Collection of a Direct Annual Tax Sufficient to Pay the Principal and Interest on said Bonds, and Authorizing the Sale of said Bonds to the Purchaser Thereof

Public Works

(Questions concerning these items can be directed to 847-432-0807)

6. A Resolution Approving Award of the 2026 Unit Price Flower Planting Contract with Guy Scopelliti Landscape Co., Inc., Highland Park, Illinois

7. A Resolution Approving Award of the 2026 Holiday Lighting Program Contract to Moreno Landscape & Hardscape LLC., of Highland Park, Illinois

8. A Resolution Approving Award of the 2026 Unit Price Tree Purchasing Program Contracts to Multiple Vendors

9. A Resolution Approving a Bill of Sale with McNaughton Development, LLC for Acceptance of Public Improvements

Community Development
(Questions concerning these items can be directed to 847-432-0867)

10. An Ordinance Designating the Property at 3135 Priscilla Avenue a Local Landmark

XI. Items Removed From Omnibus Vote Consideration

XII. Other Business

A. An Ordinance Rezoning Property from the I Light Industrial District to the RM1 Medium-To-High Density Residential District and the R7 Single- and Two-Family Residential District (1660 and 1700 Old Deerfield Road)

B. A Resolution Approving a Final Plat of Re-Subdivision (1660 and 1700 Old Deerfield Road)

C. An Ordinance Granting a Special Use Permit for a Planned Development and for an Off-Street Parking Lot (1660 and 1700 Old Deerfield Road)

D. A Resolution Approving a Development Agreement (1660 and 1700 Old Deerfield Road)

E. An Ordinance Approving a Plat of Dedication for City-owned Property as Public Right-of-Way (1677 Old Deerfield Road)

XIII. Adjournment

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Megan Cherry, Management Analyst

Department: City Manager's Office

Title: Approval of the Minutes of the Regular Meeting of the City Council Held on January 26, 2026

Recommendation:
For the City Council's approval are the minutes of the Regular Meeting of the City Council held on January 26, 2026.

Attachments:
1. MIN CC 1-26-2026

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK

MEETING DATE: January 26, 2026

MEETING LOCATION: City Hall, 1707 St Johns Avenue, Highland Park, Il 60035

I. Call to Order

At 07:30 PM, Mayor Rotering called the meeting to order and asked for a roll call:

II. Roll Call

Present: Mayor Rotering, Councilmembers Center, Bruckman, Ross, Tapia, Lidawer

Absent: Councilmember Blumberg

Staff Present: City Manager Neukirch, Director of Public Works Bannon, Community Development Director Fontane, Assistant City Manager Jason, Police Chief Jogmen, Finance Director McCaulou, Fire Chief Schrage, Assistant City Manager Taub, Communications Manager Bennett, Commander Curran, Management Analyst Cherry

Also Present: Corporation Counsel Elrod

III. Pledge of Allegiance

IV. Approval of Minutes

A. Approval of the Minutes of the Regular Meeting of the City Council Held on January 12, 2026

B. Approval of the Minutes of the Closed Session of the Regular Meeting of the City Council on January 12, 2026

Councilmember Lidawer moved to approve the Minutes of the Regular Meeting of the City Council Held on January 12, 2026 and the Minutes of the Closed Session of the Regular Meeting of the City Council Held on January 12, 2026. Councilmember Center seconded the motion. Upon a voice vote, the Mayor declared the motion Passed (6 - 0).

MOVER:	Councilmember Lidawer
SECONDER:	Councilmember Center
AYES:	Mayor Rotering, Councilmembers Center, Bruckman, Ross, Tapia, Lidawer
NAYS:	None

V. Approval of Warrant List

A. Warrant List and Wire Transfers from January 01, 2026 to January 15, 2026.

Councilmember Tapia moved to approve the Warrant List. Councilmember Bruckman seconded the

motion. Upon a roll call vote, the Mayor declared the motion Passed (6 - 0).

MOVER:	Councilmember Tapia
SECONDER:	Councilmember Bruckman
AYES:	Mayor Rotering, Councilmembers Center, Bruckman, Ross, Tapia, Lidawer
NAYS:	None

VI. Report of Mayor

Mayor Rotering shared a statement that was issued by the United States Conference of Mayors regarding the recent federal immigration enforcement events in Minneapolis, Minnesota and asked for a moment of silence.

A. Proclamations

In Recognition of International Holocaust Remembrance Day
Mayor Rotering recognized January 27, 2026 as International Holocaust Remembrance Day.

Councilmember Lidawer accepted the proclamation on behalf of her mother, and provided personal comments.

B. Other Business

2025 Outgoing Advisory Group, Board and Commission Members (ABC) Recognition of Service
Mayor Rotering recognized the outgoing Commissioners and Advisors.

VII. Business from the Council

Councilmember Ross noted she would not be present at the next Council meeting when the final approvals for 1700 Old Deerfield Rd. will be before Council for final approval . She shared remarks regarding the 1700 Old Deerfield Rd. property, including comments and inquiries pertaining to landscape maintenance on the north side of the property, excavation on the property given the proximity to wetlands and Heritage trees, plans for potential traffic issues, an easement/access road and planned crosswalk. She concluded by voicing her support for this project.

VIII. Business from City Staff

A. 2026 Major Projects Work Plan
City Manager Neukirch provided highlights of the omnibus agenda and shared an overview of the City's FY2026 Major Projects.

B. 2026 Capital Improvement Program (CIP)
City Manager Neukirch provided an overview of the City's FY2026 Capital Improvement Program (CIP).

IX. Business from the Public (Individuals wishing to be heard regarding items not listed on this agenda)

Management Analyst Cherry provided opening comments for Business from the Public.

There were no comments from members of the public.

X. Omnibus

Councilmember Tapia moved to approve items 1 - 9, 11 and item 10 as amended by omnibus vote consideration. Councilmember Lidawer seconded the motion. Upon a roll call vote, the Mayor declared the motion Passed (6 - 0).

MOVER:	Councilmember Tapia
SECONDER:	Councilmember Lidawer
AYES:	Mayor Rotering, Councilmembers Center, Bruckman, Ross, Tapia, Lidawer
NAYS:	None

Administration

1. Adoption of an Ordinance (O3-2026) by omnibus vote consideration titled, "An Ordinance Amending Sections 38.007 and 38.008 of "The Highland Park Code of 1968," as Amended, Regarding the City's Administrative Hearing System".

2. Adoption of a Resolution (R8-2026) by omnibus vote consideration titled, "A Resolution Repealing Resolution No. R153-2025 and Approving the Regular Committee of the Whole and City Council Meeting Schedule for 2026".

3. Adoption of a Resolution (R9-2026) by omnibus vote consideration titled, "A Resolution Approving a Professional Services Agreement with Ripple Public Relations".

Finance

4. Adoption of an Ordinance (O4-2026) by omnibus vote consideration titled, "An Ordinance Approving the Abatement of the 2025 Tax Levies for Several General Obligation Bond Issues".

5. Adoption of a Resolution (R10-2026) by omnibus vote consideration titled, "A Resolution to Enter an Agreement with the Illinois Department of Innovation and Technology for Cybersecurity in the form of CrowdStrike Services".

6. Adoption of a Resolution (R11-2026) by omnibus vote consideration titled, "A Resolution Waiving the Formal Bidding Requirements of the City's Purchasing Manual and Approving an Agreement with Microsystems, Inc., of Northbrook, Illinois, for the Provision of File Storage and Retrieval, Scanning and Imaging Services".

7. Adoption of a Resolution (R12-2026) by omnibus vote consideration titled, "A Resolution Waiving the Formal Bidding Requirements of the City's Purchasing Manual and Approving the Renewal of LaserFiche Document Management Software with Cloud Hosting".

Public Works

8. Adoption of a Resolution (R13-2026) by omnibus vote consideration titled, "A Resolution Authorizing the City Manager to Enter into a Contract for the Purchase of Electricity through the Northern Illinois Municipal Electric Cooperative (NIMEC)".

Community Development

9. Adoption of an Ordinance (O5-2026) by omnibus vote consideration titled, "An Ordinance Amending the Annual Budget of the City of Highland Park, County of Lake, State of Illinois, for the Fiscal Year beginning January 1, 2026 and ending December 31, 2026 to Increase the Housing Trust Fund Budget.".

10. Adoption of a Resolution (R14-2026) by omnibus vote consideration titled, "A Resolution Approving an Intergovernmental Agreement by and between the City of Highland Park and Moraine Township Assessor for Access to City Permit and Plan Database System".

Public Safety

11. Adoption of an Ordinance (O6-2026) by omnibus vote consideration titled, "An Ordinance Amending Sections 71.360, 75.001, and 75.035 of "The Highland Park Code of 1968" as amended, Regarding Motor Driven Vehicles".

XI. Adjournment

Councilmember Lidawer moved to adjourn the City Council meeting. Councilmember Tapia seconded the motion. Upon a voice vote, Mayor Rotering declared the motion passed unanimously.

The City Council adjourned its meeting at 07:58 PM

Respectfully Submitted,

Megan Cherry
Management Analyst

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Lara Lukasik, Deputy Finance Director
Kristi McCaulou, Finance Director

Department: Finance Department

Title: Warrant List and Wire Transfers from January 16, 2026 to January 30, 2026.

Recommendation:
Staff recommends approval of the warrant list and wire transfers for January 16, 2026 to January 30, 2026 in the amounts of $2,735,282.55 and $1,251,375.68 respectively, for total disbursement of $3,986,658.23.

	Dates	Amount
Warrants:		
Warrant List 1 (Detail Attached)	January 16, 2026 -January 22, 2026	$527,200.77
Warrant List 2 (Detail Attached)	January 23, 2026 - January 30, 2026	$1,051,805.50
Total Warrants		**$1,579,006.27**
Payroll	Pay Period: January 05, 2026 - January 18, 2026 Check Date: January 23, 2026	**$1,156,276.28**
Total Warrants & Payroll		**$2,735,282.55**
CCMSI Workers Comp Claims	January 19, 2026	$999.43
CCMSI Workers Comp Claims	January 26, 2026	$781.10
Arthur J. Gallagher Risk Mgmt	January 22, 2026	$52,727.00
Arthur J. Gallagher Risk Mgmt	January 22, 2026	$305,865.00
MacQueen Equipment Group	January 30, 2026	$35.76
William Architects	January 22, 2026	$10,066.48
Suburban Liability Insurance Pool	January 22, 2026	$837,919.28
Elrod Friedman LLP - Legal Services	January 22, 2026	$27,196.00
Univar Solutions USA	January 22, 2026	$1,785.63
Baker Tilly Audit Fieldwork	January 30, 2026	$14,000.00
Total Wires		**$1,251,375.68**
Total Submitted for Approval		**$3,986,658.23**

Purchases are made consistent with the City's purchasing policy. This policy provides that "when all other terms and conditions are equal, preference will be given to vendors whose businesses are located in Highland Park. However, this preference will not adversely affect quality, service, or price consideration."

Attachments:

1. Warrant List and Wire Transfers from January 16, 2026 to January 30, 2026. PDF

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
420940	01/22/26	6066	ABC PRINTING	43599	20250510	PRINTING FORMS	BLDG	$348.98
							Total	**$348.98**
420941	01/22/26	40330	ADAM BRUNELL	43639		REFUND - PLMB-2024-00592	BLDG	$2,085.00
							Total	**$2,085.00**
420942	01/22/26	38352	ADVANCED CLEANING	43691	20250802	JANITORIAL SERVICES	FACIL	$9,128.00
							Total	**$9,128.00**
420943	01/22/26	38126	ADVANCED SPRINKLER	43636		REFUND - PLMB-2024-00533	BLDG	$250.00
							Total	**$250.00**
420944	01/22/26	2669	AMALGAMATED BANK CHICAGO	43643	20260747	ADMIN FEE GO BOND 2015	FIN	$475.00
				43651	20260748	ADMIN FEE GO BOND 2016	FIN	$475.00
							Total	**$950.00**
420945	01/22/26	38909	AMANDA BENNETT	43609	20252278	R - REIMBURSEMENT SUPPLIES	CMO	$44.92
				43610	20252278	R - REIMBURSEMENT SUPPLIES	CMO	$26.33
				43612	20252278	R - REIMBURSEMENT SUPPLIES	CMO	$39.73
				43613	20252278	R - REIMBURSEMENT SUPPLIES	CMO	$20.00
				43629	20253516	R - REIMBURSEMENT SUPPLIES	CMO	$54.15
				43631	20252278	R - REIMBURSEMENT SUPPLIES	CMO	$34.68
				43632	20252278	R - REIMBURSEMENT SUPPLIES	CMO	$67.25
				43633	20252278	R - REIMBURSEMENT SUPPLIES	CMO	$42.61
							Total	**$329.67**
420946	01/22/26	38925	AMERICAN TESTING INSPECTION	43597	20250789	R - ELEVATOR INSPECTION SERVICES	PLAN	$190.00
				43598	20250789	R - ELEVATOR INSPECTION SERVICES	PLAN	$330.00
							Total	**$520.00**
420947	01/22/26	26996	ANDERSON LOCK	43695	20252944	CH DOOR KEY PROJECT	FACIL	$2,959.50
							Total	**$2,959.50**
420948	01/22/26	342	APWA AMERICAN PUBLIC WORKS	43555	20260565	TRAINING	PW	$850.00
							Total	**$850.00**
420949	01/22/26	342		43649	20260845	REGISTRATION IRSP (IL ROAD SCHOLAR PROGRAM)	SEWER	$799.00
				43650	20260846	TRAINING	SEWER	$799.00
							Total	**$1,598.00**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
420950	01/22/26	39891	ARIELLE LEVITAN	43635		REFUND - PLMB-2024-01002	BLDG	$3,000.00
							Total	**$3,000.00**
420951	01/22/26	34391	B & F CONSTRUCTION CODE	43600	20252704	R - INSPECTION SERVICES	BLDG	$1,671.02
				43601	20253528	R - INSPECTION SERVICES	PLAN	$1,000.00
				43652		FY2025 INSPECTION SERVICES	BLDG	$1,324.68
							Total	**$3,995.70**
420952	01/22/26	39012	BEC ENTERPRISES	43556	20260526	PARTS	FLEET	$3,245.91
							Total	**$3,245.91**
420953	01/22/26	38677	BOWMAN CONSULTING	43659	20252110	LINDEN AVE	ENG	$39,922.44
				43660	20252117	LINDEN AVE	ENG	$16,142.76
							Total	**$56,065.20**
420954	01/22/26	18105	CDW GOVERNMENT	43679	20253490	SUPPLIES	CS	$426.32
				43681	20253490	SUPPLIES	CS	$677.00
				43682	20253490	SUPPLIES	CS	$22.72
							Total	**$1,126.04**
420955	01/22/26	23349	CINTAS #22	43586	20260001	UNIFORM RENTAL	WP	$63.94
							Total	**$63.94**
420956	01/22/26	2020	CIORBA	43606	20252123	BURTON AVE	ENG	$415.00
				43661	20252754	SHERIDAN RD SUPPLEMENT	ENG	$19,746.40
							Total	**$20,161.40**
420957	01/22/26	23984	CLOWNING AROUND ENTERTAINMENT	43611	20260583	OKTOBERFEST HIGH STRIKER	CMO	$1,599.50
							Total	**$1,599.50**
420958	01/22/26	36349	DJS SCUBA LOCKER	43666	20253047	EQUIPMENT	FD	$2,149.94
				43667	20260710	EDUCATION TRAINING	FD	$800.00
							Total	**$2,949.94**
420959	01/22/26	40328	DNA CONSTRUCTION	43583		REFUND - EXTR-2025-02295	BLDG	$250.00
							Total	**$250.00**
420960	01/22/26	39445	EVERLAST BLACKTOP	43662	20251511	2ND STREET STREETSCAPE	ENG	$7,803.79
							Total	**$7,803.79**
420961	01/22/26	2553	FINANCE PETTY CASH	43658		FY25 PETTY CASH	FIN	$139.11

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$139.11**
420962	01/22/26	19204	PARAMEDIC SERVICES ILLINOIS	43602	20253545	CODE CONSULTATION SERVICES	PLAN	$3,800.00
							Total	**$3,800.00**
420963	01/22/26	391	FISHER SCIENTIFIC	43588	20260494	SUPPLIES	WP	$94.94
							Total	**$94.94**
420964	01/22/26	38806	FORCE AMERICA DISTRIBUTING	43557	20260243	SUPPLIES	FLEET	$144.18
				43558	20260243	SUPPLIES	FLEET	$147.07
							Total	**$291.25**
420965	01/22/26	40019	GENUINE PARTS	43571	20260675	PARTS	FLEET	$121.00
				43572	20260675	CREDIT TO 222122	FLEET	($72.00)
				43573	20260675	PARTS	FLEET	$9.21
				43574	20260675	PARTS	FLEET	$147.14
				43575	20260675	PARTS	FLEET	$10.90
				43576	20260675	PARTS	FLEET	$32.70
				43577	20260675	PARTS	FLEET	$144.55
				43578	20260675	PARTS	FLEET	$304.08
							Total	**$697.58**
420966	01/22/26	40019		43668	20260477	SUPPLIES	FD	$19.78
				43669	20260477	SUPPLIES	FD	$100.86
				43670	20260477	SUPPLIES	FD	$246.82
							Total	**$367.46**
420967	01/22/26	13333	GEWALT HAMILTON	43671	20253450	PUBLIC SERVICES BLDG FS 34 SURVEY	FACIL	$13,480.00
							Total	**$13,480.00**
420968	01/22/26	474	HIGHLAND PARK ELECTRIC	43700	20253575	EMERGENCY WATER SERVICE REPAIR	WTRDS	$23,163.67
				43702	20253396	EV CHARGER INSTALLATION PD	CMO	$8,000.00
				43703	20252017	CHEROKEE RD UNDERPASS LIGHTING	STR	$1,098.14
				43704	20250794	STREET PRK LOT LIGHTING	STR	$4,692.25
							Total	**$36,954.06**
420969	01/22/26	1326	HIGHLAND PARK FORD	43559	20260248	PARTS	FLEET	$158.40
				43672	20260476	SUPPLIES	FD	$369.12
				43673	20260476	SUPPLIES	FD	$495.00

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$1,022.52**
420970	01/22/26	3809	HIGHLAND PARK PUBLIC	43642	20260833	2026 REPLACEMENT TAX	FIN	$10,213.94
				43656		FY2025 Q4 IMPACT FEES	FIN	$2,574.00
							Total	**$12,787.94**
420971	01/22/26	39765	IDEA LANGUAGE	43616	20253505	TRANSLATION SERVICES	CMO	$8.96
				43617	20253505	TRANSLATION SERVICES	CMO	$43.10
				43618	20253505	TRANSLATION SERVICES	CMO	$99.38
							Total	**$151.44**
420972	01/22/26	36949	IDEXX DISTRIBUTION	43591	20260258	SUPPLIES	WP	$1,579.37
							Total	**$1,579.37**
420973	01/22/26	38915	ILLINOIS DEPARTMENT HEALTHCARE	43674	20253559	GEMT PROGRAM	FD	$69,680.31
							Total	**$69,680.31**
420974	01/22/26	36292	ILLINOIS PUBLIC RISK FUND	43686	20250637	IPRF DEDUCTIBLES	FIN	$134,955.16
							Total	**$134,955.16**
420975	01/22/26	39998	KAPLAN PAVING	43457		REFUND - EXTR-2025-02329	BLDG	$250.00
							Total	**$250.00**
420976	01/22/26	39145	KRIS FANKE JR	43568	20260171	TOOL ALLOWANCE	FLEET	$950.00
							Total	**$950.00**
420977	01/22/26	40324	KRISTEN FIORELLO SETH FISHER	43634		REFUND - PLMB-2026-01601	BLDG	$500.00
							Total	**$500.00**
420978	01/22/26	11901	LAKE COUNTY HOSE	43560	20260686	R - BUS PARTS	TRNST	$170.67
							Total	**$170.67**
420979	01/22/26	40329	LARRY BALKIN	43638		REFUND - PLMB-2025-01498	BLDG	$500.00
							Total	**$500.00**
420980	01/22/26	20685	LAURA FREY	43689	20253519	R - REIMBURSEMENT SUPPLIES	SNR	$90.00
							Total	**$90.00**
420981	01/22/26	39599	LAURA JOYCE HUBBARD	43614	20253502	R - POET LAUREATE HONORARIUM	CMO	$2,000.00
				43620	20253509	R - POET LAUREATE REIMBURSEMENT	CMO	$15.00
				43621	20253509	R - POET LAUREATE REIMBURSEMENT	CMO	$15.00
				43622	20253509	R - POET LAUREATE REIMBURSEMENT	CMO	$15.00
				43623	20253509	R - POET LAUREATE REIMBURSEMENT	CMO	$15.00

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
				43624	20253509	R - POET LAUREATE REIMBURSEMENT	CMO	$15.00
				43625	20253509	R - POET LAUREATE REIMBURSEMENT	CMO	$15.00
				43626	20253509	R - POET LAUREATE REIMBURSEMENT	CMO	$75.00
				43627	20253509	R - POET LAUREATE REIMBURSEMENT	CMO	$25.00
				43628	20253509	R - POET LAUREATE REIMBURSEMENT	CMO	$15.00
							Total	**$2,205.00**
420982	01/22/26	39157	LJ CBG ACQUISITION	43694	20253044	PCG DOOR REPLACEMENT	FACIL	$9,592.96
							Total	**$9,592.96**
420983	01/22/26	3546	M.E. SIMPSON	43692	20250817	EMERGENCY LEAK DETECTION	WTRDS	$1,505.00
							Total	**$1,505.00**
420984	01/22/26	3027	MCMASTER-CARR	43592	20260148	SUPPLIES	WP	$104.02
							Total	**$104.02**
420985	01/22/26	40047	MGT IMPACT SOLUTIONS	43603	20253203	TEMPORARY CLERICAL SERVICES	PLAN	$4,476.15
							Total	**$4,476.15**
420986	01/22/26	36937	MIDWEST PAVING EQUIPMENT	43563	20260203	PARTS	FLEET	$169.34
							Total	**$169.34**
420987	01/22/26	37438	MILLENNIA PROFESSIONAL	43619	20252022	ADDITIONAL SURVEY RELOCATE	CMO	$384.63
							Total	**$384.63**
420988	01/22/26	40326	MOHAMED ABY	43564		R - AR - 2074 - 015688 REFUND	CMO	$150.00
							Total	**$150.00**
420989	01/22/26	29974	MORTON SALT	43565	20260266	LAKE COUNTY IDOT ROCK SALT	STR	$7,643.93
							Total	**$7,643.93**
420990	01/22/26	2078	MOTOROLA	43675	20260604	EQUIPMENT	FD	$1,549.00
							Total	**$1,549.00**
420991	01/22/26	749	MUTUAL ACE HARDWARE	43698	20252769	SUPPLIES	FACIL	$182.76
							Total	**$182.76**
420992	01/22/26	24170	NORTHSHORE SCHOOL DISTRICT 112	43654		FY2025 Q4 IMPACT FEES	FIN	$21,000.00
							Total	**$21,000.00**
420993	01/22/26	33907	NORTHWEST TRUCKS	43567	20260252	PARTS	FLEET	$132.53
							Total	**$132.53**
420994	01/22/26	33910	ON TIME EMBROIDERY	43607	20260588	DUTY UNIFORM	FD	$69.00

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				43676	20260589	SUPPLIES DUTY BOOTS	FD	$189.00
							Total	**$258.00**
420995	01/22/26	12271	P. R. STREICH	43693	20253260	PD GARAGE LIFT REPAIR	FACIL	$2,207.09
							Total	**$2,207.09**
420996	01/22/26	837	PARK DISTRICT HIGHLAND PARK	43657		FY2025 Q4 IMPACT FEES	FIN	$14,500.00
							Total	**$14,500.00**
420997	01/22/26	2	PETER BAKER	43585	20260265	ASPHALT	STR	$85.00
							Total	**$85.00**
420998	01/22/26	39016	PITNEY BOWES GLOBAL	43566	20260609	POSTAGE MACHINES LEASE	FACIL	$166.10
							Total	**$166.10**
420999	01/22/26	40317	PLANSOURCE BENEFITS ADMINISTRATION	43687	20253522	1095 PRINTING MAILING	CMO	$882.50
							Total	**$882.50**
421000	01/22/26	36038	REVIZE	43630	20253594	CITY WEBSITE SUBSCRIPTION	CMO	$500.00
				43653		FY2025 CITY WEBSITE	FIN	$750.00
							Total	**$1,250.00**
421001	01/22/26	25207	RUSH TRUCK CENTER ILLINOIS	43569	20260274	PARTS	FLEET	$786.80
				43570	20260274	PARTS	FLEET	$357.70
							Total	**$1,144.50**
421002	01/22/26	11611	SDS HOLDINGS	43579	20260376	UNIFORM SUPPLIES	SEWER	$300.00
				43580	20260376	CREDIT PS-INV057188	SEWER	($71.60)
							Total	**$228.40**
421003	01/22/26	38958	SIGMA-ALDRICH	43587	20260388	SUPPLIES	WP	$1,643.44
				43593	20260388	SUPPLIES	WP	$53.77
							Total	**$1,697.21**
421004	01/22/26	14054	STANLEY CONSULTANTS	43663	20250861	WADE AVE BRIDGE	ENG	$12,865.00
							Total	**$12,865.00**
421005	01/22/26	2357	SUPERINTENDENT HIGHWAYS	43690	20250521	TRAFFIC SIGNAL MAINTENANCE	STR	$927.50
							Total	**$927.50**
421006	01/22/26	40300	TAYLOR SHALON BYAS	43615	20253503	R - POET LAUREATE HONORARIUM	CMO	$300.00
							Total	**$300.00**

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421007	01/22/26	27440	THE JOSSELYN CENTER	43685	20253550	CITY EMPLOYEES	CMO	$1,925.00
							Total	**$1,925.00**
421008	01/22/26	39916	THOMAS ENGINEERING	43664	20253006	MFT RESURFACE PROGRAM	ENG	$9,369.25
				43665	20260668	SHERIDAN RD UTILITY RELOCATE	ENG	$14,440.52
							Total	**$23,809.77**
421009	01/22/26	1355	TOWNSHIP HIGH SCHOOL DIST #113	43655		FY2025 Q4 IMPACT FEES	FIN	$10,637.00
							Total	**$10,637.00**
421010	01/22/26	22779	TYLER TECHNOLOGIES	43683	20251400	SOFTWARE IMPLEMENTATION	CS	$6,000.00
				43684	20251400	SOFTWARE IMPLEMENTATION	CS	$640.00
							Total	**$6,640.00**
421011	01/22/26	40226	URBAN GATEWAYS	43688	20260699	MLK DAY SERVICE PERFORMANCE	SNR	$740.00
							Total	**$740.00**
421012	01/22/26	35304	WEST BEND MUTUAL INSURANCE	43604	20253531	NOTARY BONDS	PLAN	$50.00
				43605	20253531	NOTARY BONDS	PLAN	$50.00
							Total	**$100.00**
							Total	**$527,200.77**

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655	01/22/26	37940	ELROD FRIEDMAN	43608	20253555	LEGAL SERVICES	CLRK	$27,196.00
							Total	**$27,196.00**
656	01/22/26	36864	UNIVAR SOLUTIONS USA	43595	20260301	CHEMICAL SUPPLIES	WP	$636.18
				43596	20260301	CHEMICAL SUPPLIES	WP	$1,149.45
							Total	**$1,785.63**
657	01/22/26	15441	WILLIAMS ASSOCIATES ARCHITECTS	43678	20252914	ARCHITECTURAL ENGINEERING SERVICES	FD	$10,066.48
							Total	**$10,066.48**
658	01/22/26	2670	ARTHUR J. GALLAGHER RISK MGMT	43647	20260622	2026 ANCILLARY LINES INSURANCE PREM	FIN	$52,727.00
							Total	**$52,727.00**
659	01/22/26	2670		43648	20260794	2026 PACE INSURANCE PREMIUM	FIN	$305,865.00
							Total	**$305,865.00**
660	01/22/26	37398	SUBURBAN LIABILITY INS POOL	43646	20260623	2026 PACKAGE LIABILITY INSURANCE PREM	FIN	$837,919.28
							Total	**$837,919.28**
							Total	**$1,235,559.39**

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421013	01/30/26	6066	ABC PRINTING	43850	20253290	BUSINESS CARDS	ENG	$61.50
							Total	**$61.50**
421014	01/30/26	39964	ACQUA CONTRACTORS	43954		FY2025 WATER METER	FIN	$8,750.00
							Total	**$8,750.00**
421015	01/30/26	17669	AMERICAN RED CROSS CHICAGO	43761	20252962	CHALLENGE COURSE CPR	PD	$39.00
							Total	**$39.00**
421016	01/30/26	4652	AMERICAN WATER WORKS ILLINOIS	43735	20260057	TRAINING	WP	$109.00
							Total	**$109.00**
421017	01/30/26	342	APWA AMERICAN PUBLIC WORKS	43714	20260867	TRAINING	WTRDS	$850.00
							Total	**$850.00**
421018	01/30/26	342		43713	20260859	TRAINING	SEWER	$799.00
							Total	**$799.00**
421019	01/30/26	34884	ATLAS COPCO COMPRESSORS	43734	20260421	SUPPLIES	WP	$2,316.16
							Total	**$2,316.16**
421020	01/30/26	34042	BOB LUTGEN	43942	20260932	R - DL REIMBURSEMENT	TRNST	$66.46
							Total	**$66.46**
421021	01/30/26	38677	BOWMAN CONSULTING	43743	20252942	E METRA LOT	ENG	$662.20
				43744	20252110	LINDEN AVE	ENG	$240.80
				43745	20250872	MISC SERVICE	ENG	$4,361.42
							Total	**$5,264.42**
421022	01/30/26	20482	BRANIFF COMMUNICATIONS	43856		FY2025 WARNING SIREN REPAIR	PW	$91.00
							Total	**$91.00**
421023	01/30/26	23349	CINTAS #22	43731	20260001	UNIFORM RENTAL	WP	$63.94
							Total	**$63.94**
421024	01/30/26	23349		43715	20260237	UNIFORM RENTAL	FLEET	$99.90
				43716	20260195	UNIFORM RENTAL	TRNST	$15.69
				43717	20260417	UNIFORM RENTAL	SEWER	$84.97
				43718	20260365	UNIFORM RENTAL	SEWER	$95.82
				43719	20260366	UNIFORM RENTAL	SEWER	$77.02
				43720	20260237	UNIFORM RENTAL	FLEET	$99.90
				43721	20260195	UNIFORM RENTAL	TRNST	$15.69

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
				43722	20260417	UNIFORM RENTAL	SEWER	$84.97
				43723	20260365	UNIFORM RENTAL	SEWER	$95.82
				43724	20260366	UNIFORM RENTAL	SEWER	$77.02
				43725	20260400	UNIFORM RENTAL	FACIL	$31.18
				43726	20260400	UNIFORM RENTAL	FACIL	$31.18
							Total	**$809.16**
421025	01/30/26	2020	CIORBA	43848		FY2025 WATER CAPACITY THIRD PARTY REVIEW	BLDG	$1,428.00
							Total	**$1,428.00**
421026	01/30/26	19104	COAST TO COAST CALIBRATIONS	43712	20260841	SUPPLIES	WP	$546.00
							Total	**$546.00**
421027	01/30/26	11789	DENNY'S RESTAURANTS	43729	20260868	SNOW CREW MEAL	STR	$208.46
				43730	20260868	SNOW CREW MEAL	STR	$29.78
				43852		FY2025 PRISONER MEALS	PD	$137.82
				43854		FY2025 PRISONER MEALS	PD	$67.92
				43911	20260868	SNOW CREW MEAL	STR	$223.25
							Total	**$667.23**
421028	01/30/26	19204	PARAMEDIC SERVICES	43849	20252395	R - PLAN REVIEW SERVICES	PLAN	$677.90
							Total	**$677.90**
421029	01/30/26	391	FISHER SCIENTIFIC	43710	20260494	SUPPLIES	WP	$142.79
				43711	20260494	SUPPLIES	WP	$1,860.31
							Total	**$2,003.10**
421030	01/30/26	30660	GOVERNMENTJOBS.COM	43851		FY2025 NEOGOV SSO	HLTH	$1,238.06
							Total	**$1,238.06**
421031	01/30/26	22533	GRAINGER	43733	20260147	SUPPLIES	WP	$309.00
							Total	**$309.00**
421032	01/30/26	21102	ILLINOIS DEPT PUBLIC HEALTH	43947		VITAL RECORDS SURCHARGE DISBURSEMENT	FIN	$4,028.00
							Total	**$4,028.00**
421033	01/30/26	23112	JULIE	43708	20260793	MEMBERSHIP DUES	WTRDS	$11,065.50
							Total	**$11,065.50**
421034	01/30/26	1309	LAKE COUNTY CLERK RECORDING	43740	20250505	R - RECORDING FEES	PLAN	$202.00

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							Total	**$202.00**
421035	01/30/26	23289	LAKE FOREST BANK TRUST	43707	20260786	PRK LOT LEASE	FACIL	$3,269.24
							Total	**$3,269.24**
421036	01/30/26	40005	LESLEY SEYNOS	43853		FY2025 R - MEAL REIMBURSEMENT	PD	$50.00
							Total	**$50.00**
421037	01/30/26	3027	MCMASTER-CARR	43736	20260148	SUPPLIES	WP	$266.63
							Total	**$266.63**
421038	01/30/26	17838	MID AMERICAN WATER WAUCONDA	43705	20260121	SUPPLIES	WTRDS	$645.00
							Total	**$645.00**
421039	01/30/26	39598	MILLER PIPELINE	43857		FY2025 MAIN BREAK REPAIR	PW	$14,201.19
							Total	**$14,201.19**
421040	01/30/26	749	MUTUAL ACE HARDWARE	43706	20260228	SUPPLIES	STR	$10.42
				43737	20260041	SUPPLIES	WP	$21.58
				43847	20260373	SUPPLIES	SEWER	$35.09
				43913	20253537	TOOLS	STR	$45.89
							Total	**$112.98**
421041	01/30/26	8164	PIERO'S PIZZA	43785	20260483	SNOW CREW MEAL	STR	$138.63
							Total	**$138.63**
421042	01/30/26	11611	SDS HOLDINGS	43709	20260382	UNIFORM SUPPLIES	STR	$300.00
				43784	20260419	UNIFORM SUPPLIES	STR	$97.19
							Total	**$397.19**
421043	01/30/26	30672	SNOW SYSTEMS	43727	20260264	HAND SHOVELING	STR	$19,650.00
				43728	20260264	HAND SHOVELING	STR	$19,650.00
							Total	**$39,300.00**
421044	01/30/26	36528	STANDARD FENCING	43858		FY2025 PROPERTY DAMAGE	FIN	$7,625.00
							Total	**$7,625.00**
421045	01/30/26	5209	STRAND ASSOCIATES	43936		FY2025 BUILDING IMPROVEMENTS	FIN	$9,062.83
				43951		FY2025 BUILDING IMPROVEMENTS	FIN	$10,119.42
							Total	**$19,182.25**
421046	01/30/26	2357	SUPERINTENDENT HIGHWAYS	43855		FY2025 TRAFFIC SIGNAL MAINTENANCE	PW	$430.00
							Total	**$430.00**

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421047	01/30/26	34842	TRIBUNE PUBLISHING	43739	20250499	ZBA PUBLIC HEARING	PLAN	$418.91
							Total	**$418.91**
421048	01/30/26	22779	TYLER TECHNOLOGIES	43935		FY2025 EPL SUPPORT SERVICES	FIN	$3,333.33
							Total	**$3,333.33**
421049	01/30/26	15751	UNION PACIFIC RAILROAD	43948	20250488	2025 UP LOT LEASE	FIN	$2,867.49
							Total	**$2,867.49**
421050	01/30/26	19876	VERIZON WIRELESS	43903	20260488	WATER METER DATA COLLECTORS	WTRDS	$367.20
				43914		CITYWIDE CELL PHONE	FIN	$7,281.96
							Total	**$7,649.16**
421051	01/30/26	39435	VISTRA INTERMEDIATE	43732	20260014	ELECTRICITY	WP	$41,116.47
							Total	**$41,116.47**
421052	01/30/26	34483	ZORO TOOLS	43738	20260149	SUPPLIES	WP	$180.63
				43787	20260149	SUPPLIES	WP	$582.29
							Total	**$762.92**
421053	01/30/26	37426	911 TECH	43762	20260128	ANNUAL AUDITING FIELD TRAINING SOFTWARE	PD	$5,424.30
							Total	**$5,424.30**
421054	01/30/26	39184	AARON BROWN	43887	20260067	UNIFORM CLOTHING ALLOWANCE BROWN	PD	$800.00
							Total	**$800.00**
421055	01/30/26	39480	ABSOLUTE SOFTWARE	43757	20260139	AIR CARDS	PD	$4,200.00
							Total	**$4,200.00**
421056	01/30/26	35986	ADVANCED WEIGHING SYSTEMS	43759	20260352	PORTABLE SCALE FEES	PD	$240.00
							Total	**$240.00**
421057	01/30/26	33243	ALEXANDER NELSON	43873	20260077	UNIFORM CLOTHING ALLOWANCE NELSON	PD	$800.00
							Total	**$800.00**
421058	01/30/26	32049	AMANDA DUCHAK	43771	20260071	UNIFORM CLOTHING ALLOWANCE DUCHAK	PD	$800.00
							Total	**$800.00**
421059	01/30/26	4652	AMERICAN WATER WORKS ILLINOIS	43949	20260057	EMPLOYEE TRAINING	WP	$84.00
				43950	20260057	EMPLOYEE TRAINING	WP	$42.00
							Total	**$126.00**
421060	01/30/26	35048	ANDREW CUMBA	43906	20260334	DET CLOTHING ALLOWANCE CUMBA	PD	$800.00

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				43907	20260329	UNIFORM CLOTHING ALLOWANCE CUMBA	PD	$800.00
							Total	**$1,600.00**
421061	01/30/26	36706	ANDREW MIX	43879	20260083	UNIFORM CLOTHING ALLOWANCE MIX	PD	$800.00
							Total	**$800.00**
421062	01/30/26	39622	ANTHONY CHAVEZ	43893	20260103	UNIFORM CLOTHING ALLOWANCE CHAVEZ	PD	$800.00
				43905	20260333	DET CLOTHING ALLOWANCE CHAVEZ	PD	$800.00
							Total	**$1,600.00**
421063	01/30/26	21439	APRIL PRETE	43777	20260089	UNIFORM CLOTHING ALLOWANCE PRETE	PD	$800.00
							Total	**$800.00**
421064	01/30/26	36994	BRIAN BONEV	43908	20260336	DET CLOTHING ALLOWANCE BONEV	PD	$800.00
				43909	20260327	UNIFORM CLOTHING ALLOWANCE BONEV	PD	$800.00
							Total	**$1,600.00**
421065	01/30/26	32053	BRIAN MERKEL	43871	20260075	UNIFORM CLOTHING ALLOWANCE MERKEL	PD	$800.00
							Total	**$800.00**
421066	01/30/26	32052	BRIAN REIF	43870	20260074	UNIFORM CLOTHING ALLOWANCE REIF	PD	$800.00
							Total	**$800.00**
421067	01/30/26	28054	BRIAN SOLDANO	43770	20260072	UNIFORM CLOTHING ALLOWANCE SOLDANO	PD	$800.00
							Total	**$800.00**
421068	01/30/26	40010	BRIAN VERBER	43775	20260091	UNIFORM CLOTHING ALLOWANCE VERBER	PD	$800.00
							Total	**$800.00**
421069	01/30/26	5233	BROWNELLS	43932	20260689	SUPPLIES	PD	$696.85
							Total	**$696.85**
421070	01/30/26	39509	BRYAN WOLFER	43886	20260066	UNIFORM CLOTHING ALLOWANCE WOLFER	PD	$800.00
							Total	**$800.00**
421071	01/30/26	29404	CCMSI	43860	20260743	PACE INSURANCE DEDUCTIBLES	FIN	$9,000.00
							Total	**$9,000.00**
421072	01/30/26	39563	CHRISTOPHER SLOWINSKI	43894	20260105	UNIFORM CLOTHING ALLOWANCE SLOWINSKI	PD	$800.00
							Total	**$800.00**
421073	01/30/26	23349	CINTAS #22	43930	20260048	UNIFORM RENTAL	PD	$12.40
				43931	20260048	UNIFORM RENTAL	PD	$6.70

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							Total	**$19.10**
421074	01/30/26	3617	COLLEGE DU PAGE	43764	20260862	INVESTIGATIONS BACKGROUND TRAINING	PD	$149.00
							Total	**$149.00**
421075	01/30/26	233	CRAFTWOOD LUMBER	43915	20260877	SUPPLIES	FD	$31.74
							Total	**$31.74**
421076	01/30/26	36290	DAN NORTON	43876	20260080	UNIFORM CLOTHING ALLOWANCE NORTON	PD	$800.00
							Total	**$800.00**
421077	01/30/26	37239	DARREN GRAFF	43872	20260076	UNIFORM CLOTHING ALLOWANCE GRAFF	PD	$800.00
							Total	**$800.00**
421078	01/30/26	38871	DAVID BEKOV	43882	20260062	UNIFORM CLOTHING ALLOWANCE BEKOV	PD	$800.00
							Total	**$800.00**
421079	01/30/26	38741	DOUGLAS DIBASILIO	43867	20260323	UNIFORM CLOTHING ALLOWANCE DIBASILIO	PD	$800.00
							Total	**$800.00**
421080	01/30/26	32050	ENZO DECRISTOFARO	43768	20260324	DET CLOTHING ALLOWANCE DECRISTOFARO	PD	$800.00
				43769	20260325	UNIFORM CLOTHING ALLOWANCE DECRISTOFARO	PD	$800.00
							Total	**$1,600.00**
421081	01/30/26	39838	FABIAN GUERRERO-ARZOLA	43898	20260110	UNIFORM CLOTHING ALLOWANCE GUERRERO	PD	$800.00
							Total	**$800.00**
421082	01/30/26	23546	GALE CERABONA	43741	20260437	HPC MINUTE TAKER SERVICES	PLAN	$265.00
							Total	**$265.00**
421083	01/30/26	11877	GALLS	43916	20260593	DUTY UNIFORM	FD	$395.99
							Total	**$395.99**
421084	01/30/26	40019	GENUINE PARTS	43754	20260347	PARTS	PD	$142.91
				43755	20260347	PARTS	PD	$14.50
							Total	**$157.41**
421085	01/30/26	20110	GINGER STOKES	43779	20260086	UNIFORM CLOTHING ALLOWANCE STOKES	PD	$800.00
							Total	**$800.00**
421086	01/30/26	13888	GORDON FLESCH	43861	20260603	MULTI-FUNCTION COPIERS	CS	$1,456.00
				43862	20260603	MULTI-FUNCTION COPIERS	CS	$4,220.99

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
							Total	**$5,676.99**
421087	01/30/26	21440	GREGORY MENDOZA	43776	20260090	UNIFORM CLOTHING ALLOWANCE MENDOZA	PD	$800.00
							Total	**$800.00**
421088	01/30/26	39693	HALEY HESS	43896	20260106	UNIFORM CLOTHING ALLOWANCE HESS	PD	$800.00
							Total	**$800.00**
421089	01/30/26	1326	HIGHLAND PARK FORD	43763	20260357	VEHICLE PARTS	PD	$781.04
				43920	20260476	SUPPLIES	FD	$234.17
							Total	**$1,015.21**
421090	01/30/26	39562	HYENGI LEE	43892	20260102	UNIFORM CLOTHING ALLOWANCE LEE	PD	$800.00
							Total	**$800.00**
421091	01/30/26	1199	IL DEPT AGRICULTURE BUREAU ANIMAL WELFARE	43750	20260345	ANNUAL TRUCK SCALE CERTIFICATIONS	PD	$1,200.00
							Total	**$1,200.00**
421092	01/30/26	24172	ILLINOIS LAW ENFORCEMENT ALARM	43749	20260693	ILEAS CONFERENCE	PD	$300.00
							Total	**$300.00**
421093	01/30/26	8355	ILLINOIS TACTICAL OFFICERS	43751	20260688	OFC DRAG ITOA TRAINING	PD	$425.00
				43760	20260865	OFC LANAHAN ITOA TRAINING	PD	$425.00
							Total	**$850.00**
421094	01/30/26	5150	IL PUB EMPLOYER LABOR RELATIONS	43865	20260695	ADMIN TEAM TRAINING	PD	$1,625.00
							Total	**$1,625.00**
421095	01/30/26	38830	ISAAC SCHENNUM	43902	20260332	DET CLOTHING ALLOWANCE SCHENNUM	PD	$800.00
				43904	20260321	UNIFORM CLOTHING ALLOWANCE SCHENNUM	PD	$800.00
							Total	**$1,600.00**
421096	01/30/26	31870	J.G. UNIFORMS	43864	20260140	ADMIN UNIFORMS	PD	$32.20
							Total	**$32.20**
421097	01/30/26	37255	JACOB LANAHAN	43881	20260085	UNIFORM CLOTHING ALLOWANCE LANAHAN	PD	$800.00
							Total	**$800.00**
421098	01/30/26	24310	JACQUELINE WHITE	43773	20260069	UNIFORM CLOTHING ALLOWANCE WHITE	PD	$800.00
							Total	**$800.00**
421099	01/30/26	33390	JAMES ELDRIDGE	43874	20260078	UNIFORM CLOTHING ALLOWANCE	PD	$800.00

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
						ELDRIDGE		
							Total	**$800.00**
421100	01/30/26	39019	JESSICA JOHANN	43883	20260063	UNIFORM CLOTHING ALLOWANCE JOHANN	PD	$800.00
							Total	**$800.00**
421101	01/30/26	39692	JUAN MARBAN	43895	20260104	UNIFORM CLOTHING ALLOWANCE MARBAN	PD	$800.00
							Total	**$800.00**
421102	01/30/26	9665	KIESLER POLICE	43752	20260676	RANGE PRACTICE AMMUNITION	PD	$7,358.40
							Total	**$7,358.40**
421103	01/30/26	7917	LEACH ENTERPRISES	43921	20260495	SUPPLIES	FD	$228.15
							Total	**$228.15**
421104	01/30/26	40005	LESLEY SEYNOS	43901	20260320	UNIFORM CLOTHING ALLOWANCE SEYNOS	PD	$800.00
							Total	**$800.00**
421105	01/30/26	39858	LINDE GAS	43922	20260143	OXYGEN SUPPLIES	FD	$113.18
				43923	20260143	OXYGEN SUPPLIES	FD	$165.09
							Total	**$278.27**
421106	01/30/26	39776	MARGRET SAMSON	43897	20260107	UNIFORM CLOTHING ALLOWANCE SAMSON	PD	$800.00
							Total	**$800.00**
421107	01/30/26	38854	MATTHEW SHAUGHNESSY	43910	20260337	DET CLOTHING ALLOWANCE SHAUGHNESSY	PD	$800.00
				43912	20260326	UNIFORM CLOTHING ALLOWANCE SHAUGHNESSY	PD	$800.00
							Total	**$1,600.00**
421108	01/30/26	39561	MATTHEW TOLMIE	43889	20260059	UNIFORM CLOTHING ALLOWANCE TOLMIE	PD	$800.00
							Total	**$800.00**
421109	01/30/26	3027	MCMASTER-CARR	43933	20260148	SUPPLIES	WP	$33.98
							Total	**$33.98**
421110	01/30/26	22851	METROPOLITAN FIRE CHIEFS	43925	20260876	MEMBERSHIP DUES	FD	$50.00
				43926	20260876	MEMBERSHIP DUES	FD	$50.00
							Total	**$100.00**
421111	01/30/26	40323	MICHAEL COMPHER ANN COYLE	43917	20260907	R - LEAD SERVICE LINE REPLACEMENT REFUND	FIN	$5,000.00
							Total	**$5,000.00**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421112	01/30/26	39522	MICHAEL DELK	43900	20260109	UNIFORM CLOTHING ALLOWANCE DELK	PD	$800.00
							Total	**$800.00**
421113	01/30/26	36709	MICHAEL LODESKY	43880	20260084	UNIFORM CLOTHING ALLOWANCE LODESKY	PD	$800.00
							Total	**$800.00**
421114	01/30/26	37471	MICHAEL SCHMIDT	43928	20260883	R - TUITION REIMBURSEMENT	HLTH	$785.60
				43929	20260884	R - TUITION REIMBURSEMENT	HLTH	$785.60
							Total	**$1,571.20**
421115	01/30/26	17690	MIKE HUGHES	43746	20260871	R - IMRF INSURANCE REFUND	HLTH	$4,173.06
							Total	**$4,173.06**
421116	01/30/26	36427	NATHANIEL STYX	43878	20260082	UNIFORM CLOTHING ALLOWANCE STYX	PD	$800.00
							Total	**$800.00**
421117	01/30/26	772	NATIONAL PUBLIC EMPLOYER LABOR	43940	20260765	MEMBERSHIP DUES	CMO	$230.00
				43943	20260765	MEMBERSHIP DUES	CMO	$230.00
				43944	20260765	MEMBERSHIP DUES	CMO	$230.00
							Total	**$690.00**
421118	01/30/26	798	NORTHEASTERN IL REGIONAL CRIME LAB	43758	20260296	ANNUAL DUES LEASE CONTRIBUTION	PD	$47,057.00
							Total	**$47,057.00**
421119	01/30/26	807	NORTHWESTERN UNIVERSITY CENTER PUBLIC SAFETY	43753	20260696	SGT GENEJA TRAINING	PD	$1,100.00
				43756	20260740	SGT SOLDANO TRAINING	PD	$4,700.00
							Total	**$5,800.00**
421120	01/30/26	4739	PARENT PETROLEUM	43927	20260889	SUPPLIES	FD	$4,177.37
							Total	**$4,177.37**
421121	01/30/26	35596	PAWEL GENEJA	43875	20260079	UNIFORM CLOTHING ALLOWANCE GENEJA	PD	$800.00
							Total	**$800.00**
421122	01/30/26	36291	PEDRO URBINA	43877	20260081	UNIFORM CLOTHING ALLOWANCE URBINA	PD	$800.00
							Total	**$800.00**
421123	01/30/26	24500	REYES MONTEMAYOR	43772	20260070	UNIFORM CLOTHING ALLOWANCE MONTEMAYOR	PD	$800.00
							Total	**$800.00**
421124	01/30/26	40012	ROBERT LARSON	43783	20260330	DET CLOTHING ALLOWANCE LARSON	PD	$800.00

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
				43884	20260064	UNIFORM CLOTHING ALLOWANCE LARSON	PD	$800.00
							Total	**$1,600.00**
421125	01/30/26	40011	ROBERT WAGNER	43767	20260073	UNIFORM CLOTHING ALLOWANCE WAGNER	PD	$800.00
							Total	**$800.00**
421126	01/30/26	39839	RYAN PARRISH	43899	20260108	UNIFORM CLOTHING ALLOWANCE PARRISH	PD	$800.00
							Total	**$800.00**
421127	01/30/26	16787	SCOTT LEVENFELD	43919	20260312	ADMIN HEARING OFFICER SERVICES	LEGL	$1,150.00
							Total	**$1,150.00**
421128	01/30/26	39710	SEAN WALSH	43888	20260058	UNIFORM CLOTHING ALLOWANCE WALSH	PD	$800.00
							Total	**$800.00**
421129	01/30/26	1448	SECRETARY STATE VEHICLE	43937	20260922	VEHICLE TITLE REGISTRATION	FLEET	$173.00
							Total	**$173.00**
421130	01/30/26	1448		43938	20260923	VEHICLE TITLE REGISTRATION	FLEET	$173.00
							Total	**$173.00**
421131	01/30/26	11681	SISTER CITIES FOUNDATION	43918	20260903	SISTER CITIES FOUNDATION	CMO	$5,000.00
							Total	**$5,000.00**
421132	01/30/26	18379	STEVEN NEUMAN	43780	20260344	DET CLOTHING ALLOWANCE NEUMAN	PD	$800.00
				43781	20260087	UNIFORM CLOTHING ALLOWANCE NEUMAN	PD	$800.00
							Total	**$1,600.00**
421133	01/30/26	39375	TELCOM INNOVATIONS	43863	20260722	XPRESSCARE CALLXPRESS LICENSE	CS	$4,847.09
							Total	**$4,847.09**
421134	01/30/26	36708	TERESA STADLER	43868	20260331	DET CLOTHING ALLOWANCE STADLER	PD	$800.00
				43869	20260322	UNIFORM CLOTHING ALLOWANCE STADLER	PD	$800.00
							Total	**$1,600.00**
421135	01/30/26	40014	THOMAS NOWOTARSKI	43891	20260061	UNIFORM CLOTHING ALLOWANCE NOWOTARSKI	PD	$800.00
							Total	**$800.00**
421136	01/30/26	20651	TOM SPANOS	43778	20260088	UNIFORM CLOTHING ALLOWANCE SPANOS	PD	$800.00
							Total	**$800.00**
421137	01/30/26	23571	TRAVIS DRAGICEVICH	43774	20260068	UNIFORM CLOTHING ALLOWANCE DRAGICEVICH	PD	$800.00
							Total	**$800.00**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
421138	01/30/26	33392	TREVOR HANSEN	43765	20260328	UNIFORM CLOTHING ALLOWANCE HANSEN	PD	$800.00
				43766	20260335	DET CLOTHING ALLOWANCE HANSEN	PD	$800.00
							Total	**$1,600.00**
421139	01/30/26	22779	TYLER TECHNOLOGIES	43946	20260673	ANNUAL EP&L SUPPORT SERVICES	PLAN	$40,000.00
							Total	**$40,000.00**
421140	01/30/26	1599	US POSTMASTER	43945	20260925	POSTAGE HIGHLANDER	CMO	$3,166.66
							Total	**$3,166.66**
421141	01/30/26	40013	WARREN JONES	43885	20260065	UNIFORM CLOTHING ALLOWANCE JONES	PD	$800.00
							Total	**$800.00**
421142	01/30/26	39510	WILLIAM KRUCHTEN	43890	20260060	UNIFORM CLOTHING ALLOWANCE KRUCHTEN	PD	$800.00
							Total	**$800.00**
421143	01/30/26	40055	TRINE	44012	20253314	LSL REPLACEMENT PROJECT	PW	$656,672.71
							Total	**$656,672.71**
							Total	**$1,051,805.50**

Check #	Date	Ven#	Vendor Name	Inv #	PO #	Description/Account	Dept	Amount
662	01/30/26	33258	BAKER TILLY	43934	20250490	PRELIMINARY AUDIT FIELDWORK	FIN	$14,000.00
							Total	**$14,000.00**
663	01/30/26	37935	MACQUEEN	43924	20260881	SUPPLIES	FD	$35.76
							Total	**$35.76**
							Total	**$14,035.76**

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Jennifer Dotson, Executive Assistant to the Mayor and City Manager

Department: City Manager's Office

Title: Appointment to Fill a Vacancy on the Library Board of Trustees

Recommendation:

Attachments:

1. 001 2026 Appointment RFCA for February 9 2026 to fill a vacancy on LIBRARY

Appointment to Fill a Vacancy

Library Board of Trustees

- Appointment to Fill a Vacancy – Stephen Schutt 3/1/26 – 12/31/27

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Jennifer Dotson, Executive Assistant to the Mayor and City Manager

Department: City Manager's Office

Title: In Recognition of Black History Month 2026, "Celebrating 100 Years: Black History, Black Presence, and Black Futures"

Recommendation:

Attachments:

1. Black History Month 2026

City of Highland Park
Mayoral Proclamation

In Recognition of

Black History Month

WHEREAS, The origins of Black History Month come from early 20th-century historian Carter G. Woodson's desire to spotlight the accomplishments of African Americans. Mainstream historians left out African Americans from the narrative of American history up until the 1960s, and Woodson worked his entire career to correct this blinding oversight. His creation of Negro History Week in 1926, one hundred years ago, paved the way for the establishment of Black History Month in 1976; and

WHEREAS, Woodson chose February for the first Negro History Week because it included the birthdays of both Abraham Lincoln (February 12), celebrated for the Emancipation Proclamation that freed many American slaves, and abolitionist and former slave Frederick Douglass (February 14); and

WHEREAS, Woodson hoped that Negro History Week would encourage better relations between blacks and whites in the United States as well as inspire young African Americans to celebrate the accomplishments and contributions of their ancestors; and

WHEREAS, In 1976, as the United States was celebrating its bicentennial, the Association for the Study of Negro Life and History expanded the traditional week-long celebration of African-American history to a month, and Black History Month was born; and

WHEREAS, the national theme for this year's observance is "Celebrating 100 Years: Black History, Black Presence, and Black Futures"; and

WHEREAS, the State of Illinois is home to nearly 850,000 African Americans currently and, throughout history, many have played significant roles in Illinois' economic, cultural, spiritual and political development while working tirelessly to maintain and promote their culture and history; and

WHEREAS, the City of Highland Park is proud to honor the history and contributions of African Americans in our community, our state and throughout the nation.

NOW, THEREFORE, I, Nancy R. Rotering, Mayor of the City of Highland Park, have the distinct honor of proclaiming the Month of February as

Black History Month

throughout the City of Highland Park and encourage all residents celebrate this important observance and to continue to work toward the goal of liberty and justice for all.

Dated this 9th day of February, 2026.

Nancy R. Rotering, Mayor

Ghida S. Neukirch, City Manager & City Clerk

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Jennifer Dotson, Executive Assistant to the Mayor and City Manager

Department: City Manager's Office

Title: In Special Recognition of 211 Day on February 11, 2026

Recommendation:

Attachments:

1. 2026 UNITED WAY 211 DAY in Highland Park

City of Highland Park
Mayoral Proclamation

In Special Recognition of

211 Day on February 11, 2026

WHEREAS, United Way of Lake County has been dedicated to serving children and families in our communities for more than 100 years; and

WHEREAS, the critical service 211 Lake County, which was launched by United Way of Lake County on September 24, 2019, is open and available for *everyone* in Highland Park and across Lake County, Illinois; and

WHEREAS, 211 is a free, confidential, easy-to-remember, one-stop helpline that connects people in need to a wide range of essential health and human services, and reduces non-emergency calls to 911; and

WHEREAS, 211 enables the people of Lake County to get connected to help 24 hours a day, every day of the year, by phone, text and online, regardless of the language they speak or where they live; and

WHEREAS, 211 expert navigators are trained specialists who will listen, identify underlying problems, and guide people to available resources; and

WHEREAS, since launch, 211 has made more than 375,000 connections to help from every zip code in Lake County, including Highland Park; and

WHEREAS, 211 team members have compassionately answered calls and texts from Highland Park community members, mostly for help with housing and shelter, utilities, employment and income support, food, healthcare, government and legal support, and mental health and addictions; and

WHEREAS, 211 is available to 99% of America's population, and Lake County has led the way as a model to bring 211 services to all Illinois communities so that every person in Illinois has access to quality information, resources and assistance for addressing health and human service needs; and

WHEREAS, the City of Highland Park is a key community partner committed to raising awareness of 211; and daily, 211 provides vital information and referrals to individuals and families in our community to improve and save lives.

NOW, THEREFORE, I, Nancy R. Rotering, Mayor of Highland Park, Illinois do hereby proclaim Wednesday, February 11, 2026, as

211 Day

and encourage everyone to become aware of the services provided by 211. Dated this 9th day of February, 2026.

Nancy R. Rotering, Mayor

Ghida S. Neukirch, City Manager / City Clerk

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Corey Cohn, Business Development Specialist

Department: City Manager's Office

Title: A Resolution to Approve a Market License Agreement with Bensidoun USA , Inc. for Food Truck Thursdays for a three-year term (2026-2028)

Recommendation:
Staff recommends authorizing a Market License Agreement with Bensidoun USA, Inc. for the operation of a Food Truck Market on Dean Avenue between St. Johns Avenue and Roger Williams Avenue within the Ravinia Business District ("RBD") for a three-year term, operating June 1 through September 30, in each year of the agreement, including 2026, 2027, and 2028. A Food Truck Market site map is attached.

Policy Consideration:

Background:

From 2017 through 2025, Bensidoun USA Inc. has operated and marketed a Food Truck Market on Dean Avenue in the Ravinia District through a Market License Agreement with the City. A new three-year Agreement would allow Bensidoun to continue its operations between June 1 and September 30 in 2026, 2027, and 2028.

In 2026, the Market would operate on Thursdays between June 1 and September 5, but may operate June 1 through September 30 in any year during the term of the proposed agreement, as mutually agreed by the City and Bensidoun. The setup would begin on Dean Avenue at 3:00 PM. The Market would open at 4:30 PM and close at 9:00 PM, with breakdown and load out occurring by 9:30 PM.

The initial term of the Agreement is June 1, 2026, through September 30, 2026. The Agreement will automatically renew for two additional one-year terms, respectively June 1, 2027, through September 30, 2027, and June 1, 2028, through September 30, 2028, unless either party delivers a written notice of non-renewal not more than 30 days after the expiration of the then-current term. The term of the Agreement coincides with the three-year extension of SSA 17. SSA 17 property owners are supportive of this agreement. The Food Truck Market brings a sense of

community, providing residents, area workers, and visitors with a place to gather and socialize, as well as exposure to local businesses and residential development.

As in previous years, each week approximately 15 food truck vendors will sell a variety of food and drink. Local businesses and other vendors would sell food and craft items from open-air tents in Jens Jensen Park, pending Park District approval. Local businesses would be given the right of first refusal to participate in the event. The City would have the right to approve or deny vendor participation to ensure a high-quality event. Bensidoun USA Inc. would advertise and operate the Market.

Bensidoun USA Inc. would produce the proposed Food Truck Market on Thursdays with supplemental financial and marketing assistance from the Ravinia District SSA 17. The Ravinia District property owners' budget includes the cost of music, event signage, and marketing for the event. Junipr Public Relations will promote and produce family-friendly activities during the Food Truck Markets and continue public relations and marketing for the District, including the Food Truck Market. Life Rhythms will provide musical entertainment services for the Food Truck Market.

Bensidoun USA Inc. will provide barricades to the Food Truck Market to close Dean Avenue during event hours. No other City services will be utilized. The Food Truck Market and its vendors will abide by all regulations.

Core Priorities:

Financial Stability

There is no expense for the City to operate the proposed Food Truck Market. Bensidoun will pay for the associated marketing, refuse, and sanitation services costs to run the Food Truck Market. Marketing, public relations, event programming, and supplemental trash maintenance for the event are financially supported through SSA 17 funds.

Economic Development

The proposed agreement fosters economic development by leveraging a proven public-private partnership with SSA 17 to stimulate commercial activity within the Ravinia Business District through 2028. By granting local brick-and-mortar businesses the right of first refusal for vendor space, the report ensures that the market complements and promotes homegrown enterprises rather than displacing them. The presence of approximately 15 food trucks and additional craft vendors serves as a powerful "anchor" that drives foot traffic to the district, creating a halo effect of secondary spending at nearby shops and restaurants. Furthermore, the multi-year contract provides a stable and predictable environment for organizers and vendors to invest in high-quality offerings, which strengthens the local tax base and enhances the long-term commercial viability of the area.

Vibrancy

Food Truck Thursdays contributes to community vibrancy through placemaking; transforming Dean Avenue into a pedestrian-centric "third space" that prioritizes social connectivity and seasonal activation. By integrating live musical entertainment from Life Rhythms and family-friendly programming from Junipr Public Relations, the recommendation ensures the market is a

multifaceted cultural destination rather than just a commercial event. The expansion of the market into Jens Jensen Park with open-air tents maximizes the use of public green space, creating an inviting and visually dynamic atmosphere that defines the unique character of the Ravinia District. This consistent weekly gathering place fosters a strong sense of neighborhood pride and belonging, making the district a more attractive and lively destination for residents, local employees, and visitors alike.

Attachments:

1. Exhibit A - Market License Agreement for Bensidoun Food Truck Market 2026-2028
2. Exhibit B Bensidoun Food Truck Market Location Map
3. Exhibit C 2026 Bensidoun Rules & Regs

MARKET LICENSE AGREEMENT

This Market License Agreement (herein known as "AGREEMENT") is made as of _____ 2026 ("EFFECTIVE DATE"), by and between the City of Highland Park, Illinois, an Illinois Municipal Corporation ("CITY") and Bensidoun USA, Inc., an Illinois corporation ("BENSIDOUN"),

WHEREAS the CITY is the owner of the premises herein licensed and other premises generally located in the City of Highland Park, and

WHEREAS the CITY has agreed with BENSIDOUN to license certain of the Premises upon the terms and conditions herein provided, and

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. LICENSED PREMISES. The CITY hereby grants to BENSIDOUN a License to use Dean Avenue between Roger Williams and St. Johns Avenues, in Highland Park, Illinois (the "Licensed Premises" or "Premises"), as outlined on the site map hereto attached as Exhibit B. The licensed premises shall be used solely by BENSIDOUN for the purpose of operating a Food Truck Market.

2. TERM OF AGREEMENT. The term of this AGREEMENT shall commence on June 1 2026, and shall continue until September 8, 2026. Upon the expiration of the term of this AGREEMENT, the parties may mutually agree to renew the AGREEMENT for up to two additional years. If the CITY decides not to renew at the end of the AGREEMENT, the CITY will guarantee that they will not allow a Food Truck Market in the location of the Licensed Premises for at least one year.

3. MARKET SEASON. A market season shall be defined as the season commencing no earlier than June 1st and terminating no later than September 8, in any year that the Market occurs, except as may be extended by the mutual agreement of the CITY and BENSIDOUN.

4. USE OF PREMISES. BENSIDOUN may use the PREMISES solely for operating a Food Truck Market.

5. LICENSE. In lieu of individual vendor fees, BENSIDOUN shall pay to the CITY an annual license fee of $950.00 to operate the Food Truck Market. Beginning on the first anniversary of the Effective Date, and on each anniversary thereafter, the annual license fee shall automatically increase by an amount equal to the greater of three percent or the percentage increase, if any, in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average (1982–84 = 100), as published by the U.S. Bureau of Labor Statistics, measured over the most recent 12-month period for which data is available.

6. MAINTENANCE AND OPERATION.

(a) MARKET DAY. BENSIDOUN may operate the Market on Thursdays during MARKET SEASON between the hours of 4:30 PM and 9:00 PM. This day shall be known as "MARKET DAY". The hours of MARKET DAY may be modified by mutual agreement of the CITY and BENSIDOUN.

(b) EXCEPTION DAYS. The MARKET shall not operate on Exception Days during the term of the agreement At least thirty days written advance notice shall be given of Exception days.

(c) SET-UP & BREAKDOWN. Set-up shall begin no earlier than 3:00 p.m. and Breakdown shall be no later than 9:30 p.m. Weekly, BENSIDOUN shall be solely responsible for placing barricades and Market signage before the Market begins and removing such signage and barricades when the Market terminates.

(d) EQUIPMENT. BENSIDOUN shall be solely responsible, at its own cost, for procuring and deploying all barricades for the purpose of closing off the Market site on Dean Avenue. All such barricades and equipment, and the manner of their deployment, shall be subject to the CITY's approval through the Special Event Permit process.

BENSIDOUN shall be solely responsible for storing the barricades in a mutually agreed upon location.

BENSIDOUN shall remove or cause to be removed all displays and materials immediately after Market Days such that the Premises shall be clean, vacant, and available for any use desired by the CITY.

BENSIDOUN, or their vendors, shall provide all equipment to operate the open–air market, including Tents or canopies no greater than 10' x 10', and all supporting structures for the open-air market vendor spaces.

All vendor tents and canopies must be secured, as required by the CITY.

All electric cords must be rated for outdoor use and grounded.

All generators must be grounded and exhaust fumes must be kept away from tents.

(e) PORTO-LETS. BENSIDOUN agrees to provide and maintain one ADA-compliant portolet that will remain in place through the end of the MARKET SEASON.

(f) PARKING. Parking for Market customers will be available on a non-exclusive basis.

(g) TRASH REMOVAL. BENSIDOUN shall be responsible for trash removal and clearing all debris from the surface of the premises by sweeping the surface at the

termination of each market day.

(h) DESIGNATED REPRESENTATIVE. BENSIDOUN shall designate in writing to the CITY a MARKET MANAGER who shall be responsible for managing the general operations of the Food Truck Market and BENSIDOUN'S use of the PREMISES. The MARKET MANAGER shall be readily accessible by telephone and present at the PREMISES during market set-up and breakdown and market hours. BENSIDOUN shall immediately notify the CITY in writing of any change in the identity and telephone number of the MARKET MANAGER.

(i) THE CITY'S RULES AND REGULATIONS. THE CITY shall have the right from time to time upon notice thereof to BENSIDOUN, to prescribe rules and regulations, which in its judgment may be desirable for the use of the PREMISES. BENSIDOUN agrees to comply with all such rules and regulations provided all such rules and regulations shall not contradict any right expressly granted to BENSIDOUN herein. A violation of such rules and regulations shall constitute a default by BENSIDOUN under this AGREEMENT. BENSIDOUN agrees that vendors will abide by the rules attached as Exhibit C, and made a part hereof and that it will actively work to enforce the rules.

(j) MARKETING. BENSIDOUN shall provide marketing for the Market through a combination of press releases, bought advertisements, and flyers. The CITY shall promote the Food Truck Market through a combination of banners, electronic newsletters, and social media outlets.

(k) VENDORS. Prior to the beginning of the market season, and monthly during the season, representatives of BENSIDOUN and the CITY, shall meet to review vendor selection and to plan for the market. The CITY reserves the right to disapprove any vendor's use of the Premises for any reason. BENSIDOUN agrees to offer small local merchants whose sole location is in Highland Park and whose primary merchandise is similar to a vendor proposed by BENSIDOUN first priority on participation and location in the market.

7. CONDITION OF PREMISES. BENSIDOUN hereby accepts the PREMISES in as-is condition as of the date hereof and acknowledges that upon delivery of possession of the PREMISES to BENSIDOUN the same were in good order, condition, and repair.

   BENSIDOUN shall, at its sole cost and expense, be responsible for any and all repairs or damage to the PREMISES arising from the misuse or damage to PREMISES by BENSIDOUN or any vendor, its agents, employees, successors, and assigns. Upon termination of this agreement by lapse of time or otherwise, BENSIDOUN shall present the PREMISES to the CITY in good order, condition, and repair, with normal wear and tear expected.

8. ALTERATIONS AND ADDITIONS. BENSIDOUN shall make no alteration, addition, improvement or change in or to the PREMISES.

9. ASSIGNMENT. BENSIDOUN shall not assign this AGREEMENT or any portion

thereof, or allow the use of the PREMISES by any person, firm, or entity other than BENSIDOUN and its vendors.

10. COMPLIANCE WITH LAWS. BENSIDOUN shall comply with all of the requirements of all governmental authorities and insurance carriers now in force pertaining to the use of the PREMISES or which BENSIDOUN shall hereafter carry.

11. WAIVER; RISK OF LOSS. Neither the CITY nor any of its officers, directors, agents, employees, members, and affiliated entities shall be liable for any accident, injury or death, loss, or damage resulting to any person or property sustained by BENSIDOUN or BENSIDOUN'S agents, employees, and/or invitees, anyone claiming by or through BENSIDOUN or any vendor or customer on the PREMISES, without limitation, for tortuous or criminal acts of third parties. The CITY shall have no obligation or duty to provide security services, traffic direction or police services for the PREMISES. All property of BENSIDOUN or BENSIDOUN'S agents, employees, and/or invitees, anyone claiming by or through BENSIDOUN any user of the PREMISES shall be at the PREMISES at the risk of the BENSIDOUN or such other person only, and the CITY shall not be liable for any damage thereto, including, without limitation, theft or vandalism of any vehicles at the PREMISES. Nothing in this AGREEMENT shall be interpreted to waive any immunities or privileges provided to the CITY, as an Illinois Municipal Corporation under Illinois Statutory or Common Law, such privileges and immunities being specifically reserved by the CITY.

12. HOLD HARMLESS AND INSURANCE.

    (a) BENSIDOUN shall carry insurance during the entire term hereof insuring BENSIDOUN, and insuring, as additional named insured, the CITY and its officers, appointed and elected officials, volunteers, agents, employees, and affiliated entities, as their interests may appear, with commercial general liability insurance (including the broad or extended liability endorsement) during the entire term hereof with terms and in companies satisfactory to the CITY to afford protection to the limits of not less than $2,000,000 for combined single limit bodily injury and property damage liability per occurrence. Insurance shall cover BENSIDOUN'S use of the PREMISES on market days. The insurer shall be subject to the reasonable approval of the CITY.

    (b) BENSIDOUN, to the greatest extent permitted under Illinois law, shall defend, hold harmless, and indemnify the CITY for any and all claims, actions, causes of action, demands, and costs, including reasonable attorney's fees, resulting from BENSIDOUN and its vendees' operation of the Food Truck Market and possession of the PREMISES only up to the maximum level of insurance limit provided for under the terms of the insurance policy secured for the benefit of the BENSIDOUN and the CITY pursuant to the terms of the Paragraph.

    (c) BENSIDOUN shall, prior to the commencement of the AGREEMENT term, furnish to the CITY certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or canceled without at

least a thirty (30) days prior written notice to the CITY.

(d) VENDOR APPLICATIONS AND INSURANCE.
BENSIDOUN agrees to (1) submit a list of Vendors with Vendor contact information (2) submit a Certificate of Insurance for each Vendor selling food (3) require all Vendors to abide by all City, County, and State regulations, and (4) pay an annual license fee as required by Section 5 of this Agreement.

12. DEFAULT BY BENSIDOUN.

(a) If BENSIDOUN defaults in the performance of any obligation hereunder, the CITY may, pursuant to paragraph (b) below, at its option and in addition to any other rights or remedies hereunder or otherwise available at law or in equity, terminate this AGREEMENT and the right of BENSIDOUN (and any and all users) to use the PREMISES. Neither BENSIDOUN nor any vendor or other person claiming through or under BENSIDOUN shall be entitled to possession or to remain in possession of or use the PREMISES but shall forthwith quit and surrender the PREMISES, and the CITY may exclude BENSIDOUN (including, without limitation, any or all BENSIDOUN'S vendors) access to the PREMISES.

(b) The CITY shall provide BENSIDOUN written notice of any alleged default, which BENSIDOUN shall have 10 days to cure, prior to the CITY exercising any termination rights or options pursuant to this paragraph. Notwithstanding the foregoing, for any default by BENSIDOUN or its agents, employees, vendors or invitees which the CITY reasonably considers detrimental to the Public Safety, Health, Operations, and Good Order of the CITY, the Premises, or property owner located within one-half mile of the Premises, the CITY shall provide BENSIDOUN written notice of any alleged default, which BENSIDOUN shall have 48 hours to cure, prior to the CITY exercising any termination rights or options pursuant to this paragraph.

(c) The CITY shall have the right, among other remedies, to enter the PREMISES and exclude BENSIDOUN (including, without limitation, any or all of BENSIDOUN'S permit users or permit vehicles) therefore, and remove any or all of their property and effects. BENSIDOUN shall pay to the CITY upon demand the expense and costs for removal and/or storage of vehicles, any and all repairs to the PREMISES, and all other costs arising from BENSIDOUN'S default, including but not limited to attorney's fees and expenses if it prevails or BENSIDOUN'S if it prevails as otherwise provided in the agreement.

(d) In the event of any litigation arising as a result of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to be reimbursed from the non-prevailing party in such litigation for all fees and expenses incurred by the prevailing party in connection with such litigation including, without limitation, attorney's fees and court costs.

(13) NOTICES. All notices to be given hereunder shall be given in person or by

registered or certified mail, returned receipt requested, addressed to the parties as follows, or at such other place as either of them may hereafter designate for itself by notice in writing to the other.

To CITY: City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois
Attn: City Manager

To BENSIDOUN: Bensidoun USA, Inc.
405 N. Wabash St.
Unit 3404
Chicago, Illinois 60611
E-mail to: bensidoun@yahoo.com

Lawrence J. Feller
Horwood Marcus & Berk Chtd.
500 West Madison Street, Ste. 3700
Chicago, IL 60661

Any such notice shall be deemed given when personally delivered or upon being mailed as aforesaid.

13. AUTHORIZATION. Each party has full right, power and authority to enter into this AGREEMENT and to perform its obligations thereunder, and the execution, delivery and performance of this AGREEMENT shall not, nor shall the observance or performance of any of the matters and things herein set forth, violate or contravene any provision of law or of the charter of by-laws of either such party or of any indenture or other agreement of or affecting either party. All necessary and appropriate action has been taken on the party of each party to authorize the execution and delivery of this AGREEMENT. This AGREEMENT is the valid and binding AGREEMENT of each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

CITY OF HIGHLAND PARK

By:_____
City Manager

By: _____
Deputy City Clerk

BENSIDOUN USA, INC.

By:_____

Title:_____

EXHIBIT B

MARKET LOCATION MAP

EXHIBIT C

BENSIDOUN VENDOR RULES & REGULATIONS


493-447
EXHIBIT A Bensidoun USA Food Truck Market
Roger Williams Ave
510
486
Road Closure
406
698
Judson Ave
691
694
688
675
678
Music
Local Vendor Tents
St Johns Ave
Food Truck Area
Dean Ave
Road Closure
761
UNION PACIFIC NORTH (METRA) UP-N

BENSIDOUN USA, INC. MIDWEST MARKETS – 2025 SEASON VENDOR RULES AND REGULATIONS

For these rules and regulations, “Market Hours” means the advertised hours of operation. “Promoter” means Bensidoun USA, Inc., “Space,” means the area rented by the Vendor from the Promoter. “Vendor” means an applicant confirmed to participate in a market by the Promoter. “Vendors’’ means each applicant confirmed to participate in a market by the Promoter. The Promoter reserves the right to adjust the rules and regulations as it deems necessary or appropriate to better serve the buying public, maintain fair market competition among Vendors or respond to changing conditions or circumstances. All Vendors will be promptly notified of any such changes.

1. Vendors must comply with all applicable Federal, State and local laws, rules and regulations, including but not limited to those related to health and licensing. Food Vendors are responsible for complying with applicable health and sanitation requirements and must be permitted by the County Health Departments of the markets they attend.

2. Vendors offering food products must provide an ACORD certificate of Commercial Liability Insurance listing Bensidoun USA, Inc. (405 N Wabash #3404, Chicago, IL 60611) as additional insured prior to participation in the market.

3. Vendors are responsible for collecting and reporting all applicable Federal, state and local taxes and will provide their tax identification number before attending market.

4. The Promoter has the right to restrict products sold or displayed by Vendor to those that Promoter deems appropriate for a family audience. In addition, Vendors shall only sell products that are of good quality, which they have lawfully obtained, manufactured or grown.

5. Vendors must be prepared to sell at the start of market hours and must continue to sell until the close of market hours and will be banned from market participation after the third violation of arriving late or leaving early. Loading and unloading will occur only before and after market hours.

6. Vendors must haul out any garbage generated during business and must leave their booth’s space swept clean of any refuse.

7. Vendors will abide by the parking/loading and unloading rules and regulations of the Markets that such Vendor participates in. Vendors may not park anywhere on the market site during hours of operation without express permission by the site supervisor. Vendors may not unload/load their vehicle(s) from the drive-through aisle of the Market. At the end of the market, Vendors must pack up all goods completely before bringing a vehicle on the site for loading.

8. Vendors must keep their spaces as clean as possible during Market Hours and will always be polite with customers, using their best efforts to enthusiastically sell their products.

9. Vendors will cooperate with and participate in promotions organized by the Promoter (for example, contributing a reasonable amount of vendor product towards Market customer giveaways) and may be asked to provide information for publicity.

10. If Promoter determines, in its sole discretion, that Vendor is not selling appropriate products, or that Vendor or its employee’s conduct is inappropriate at any point in time, the Promoter may request the

Vendor vacate its space immediately. The Vendor agrees to comply with any such request. The Promoter will have the right to prohibit any such Vendor from leasing future space.

11. Vendors using electricity are required to supply their own weather proof extension cords and also safety mats to cover the cords in areas where they present a trip hazard.

12. In markets where Bensidoun USA provides the canopy, the Vendor will ensure that the canopy over its space is fully rolled out and securely tied to the framework at a minimum of 6 points (4 corners, 1 center front, and one center back) and will inspect the canopy over its space regularly during the Market Hours to ensure that it remains securely tied. The Vendor understands that the canopy may become untied during the market especially on windy or gusty days and Vendor will be especially alert and vigilant at these times. The Vendor will report any defects in the canopy fabric, woodwork, ties and framework to the Promoter immediately. If Promoter advises Vendor that Promoter deems the approaching weather conditions hazardous, Vendor shall untie and roll back the canopy. Vendor understands that severe injury may result if the canopy detaches from the framework and becomes airborne due to high wind and accepts responsibility for any negligence on its part if this occurs. Vendor must roll back their canopy(s) at end of market day.

13. Vendors using their own tents must properly weigh the tent.

14. Vendor acknowledges and agrees that assignment of booth location at each French or Farmers Market on each date is in the sole and absolute discretion of Bensidoun USA, Inc. and its agents. Assignment to Vendor of a booth location at a French or Farmers Market on a specific date does not guarantee or constitute an agreement by Bensidoun USA, Inc. to provide that samelocation to Vendor on future dates.

15. Vendor acknowledges and agrees a) Vendor shall not be entitled to a refund for any fees paid for failure to participate in a Bensidoun USA, Inc. Market that such vendor has been accepted to; and b) Vendor shall be assessed a $20.00 cancellation penalty if such vendor fails to provide 24-hour cancellation notification.

16. Vendor certifies that all persons assisting in the Vendor’s booth have read and fully understands these rules and regulations and will abide by them.

17. Vendor understands that none of the following conditions guarantees participation by such vendor in a particular market and/or for a particular date or a particular vendor space in a market: 1) the receipt of this application, 2) the acceptance of this application by Bensidoun USA, 3) the designation of eligibility status of a Vendor to participate in the Bensidoun USA, Inc. markets on either a full-time or part-time basis, 4) payment by vendor or 5) prior participation by a Vendor in any market. Bensidoun USA retains the right at any time, including during the operation of a market, to reject participation of a vendor in a market in its sole discretion, and to issue a refund of vendor payment as the vendor’s sole remedy. At the sole discretion of Bensidoun USA, any payment received for a market may be reallocated by Bensidoun USA to 1) a different date, location or time based on events that occur after the remittance of payment; 2) or to any outstanding fees /penalties owed to Bensidoun USA, Inc. by vendor. This application will be used by Bensidoun USA, Inc. to assess vendors for their appropriateness and potential eligibility for participation in specific Bensidoun USA Midwest Markets.

18. All decisions regarding the eligibility of a vendor for participation in a market will be made solely at the discretion of Bensidoun USA, Inc. and shall not be contestable by vendor.

19. I agree to abide by the ADVERTISING POLICY Distribution of any form of advertising or business promotion at any Bensidoun USA Inc. French or Farmers Market is strictly prohibited with the following exceptions. A.) Advertising or Business Promotion is for a Bensidoun USA, Inc. Event OR B.) Advertising or Business promotion is distributed by the vendor listed in the advertising or business promotion and the vendor name, name of business and location of business is identical to the vendor name, name of business and location of business registered with Bensidoun USA, Inc. and no other vendor, group of vendors or event or location that represents or utilizes multiple vendors may be represented in any manner in the advertising or business promotion OR C.) Advertising or business promotion has been approved by Bensidoun USA, Inc. Midwest market Manager or Senior Executive officer prior to distribution. Vendors distributing advertising or Business promotion outside of these guidelines will immediately be banned from any future participation in a Bensidoun USA, Inc. market.

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Jamie Elder, Business Development Manager

Department: City Manager's Office

Title: A Resolution Approving the Sales Tax Rebate Agreement for WKN Automotive Inc. d/b/a McGrath Kia (250 Skokie Valley Road)

Recommendation:
City staff recommend entering into a Sales Tax Rebate Agreement between the City of Highland Park and WKM Automotive, Inc., d/b/a McGrath Kia of Highland Park at 250 Skokie Valley Road in order to support their business growth.

Policy Consideration:
On January 12, 2026, the Committee of the Whole reviewed staff recommendations related to entering into a Sales Tax Rebate with WKM Automotive, Inc., d/b/a McGrath Kia of Highland Park (250 Skokie Valley Road). The City Council supported the staff recommendation and advancing the following general terms and conditions:

- Commencement Date: January 1, 2026
- Sales Tax Base Years: 2025 (estimated)
- Sales Tax Base: $500,000
- Annual Adjustment to Base: 2% or the CPI, whichever is greater
- Maximum Rebate: $2,000,000
- McGrath Kia /City Revenue Share: 50/50
- Term length: 12 Years or $2,000,000; whichever occurs first

Background
The City Council, in cooperation with the Business and Economic Development Advisory Group (BEDAG), approved a sales tax rebate program to facilitate business attraction and retention. New businesses making minimum capital investments of $250,000 and generating a minimum of $1,000,000 in sales tax dollars annually may be eligible for rebates. Existing businesses investing a minimum of $75,000 in capital improvements and generating a minimum of $1,000,000 in sales tax dollars annually may be eligible for rebates. The rebate program allows the City to

preserve its existing sales tax revenue and stimulate sales tax growth. Rebates are paid on the incremental growth of municipal sales tax revenue paid annually to the City above the previous year's sales tax base, including an annual adjustment for inflation at 2% or the CPI, whichever is greater.

The purpose of the City of Highland Park's sales tax rebate program is as follows:

- Stimulate sales tax growth and create jobs in Highland Park.
- Preserve the existing level of sales tax revenues.
- Protect the interests of the City and its residents with a thorough and objective review of requests.
- Projects are only eligible if they meet the guidelines.
- Sales Tax Rebates will be used only for projects that will significantly increase sales tax generation.

Eligibility

Eligible developments for existing businesses must generate a minimum taxable sales of $1 million per year, as determined by the most recently completed calendar year preceding the application for sales tax rebate. Existing businesses must make a minimum capital investment of $75,000 in eligible expenses in connection with the proposed project (i.e., an improvement to existing facilities or development of new facilities). Eligible expenses include the following:

- Land acquisition
- Infrastructure development
- Site improvements such as environmental clean-up, building improvements, facility expansion, building/mechanical, landscape, signage, lighting, parking lot, etc.

General Conditions

- The rebate is based on the growth of the sales tax. The project must generate sales tax rebates from a Growth Base Index (a set base amount for expected sales tax revenue where taxes for subsequent years exceed the base, including an adjustment for inflation)
- Sales tax growth that is attributable to an applicable change in the sales tax rate shall be exempt from rebate during the life of any agreement.
- The total City contribution shall be capped at the level of capital expenditures approved. If the rebate offsets the approved level of capital expenditures prior to the expiration date of the agreement, the rebate shall be terminated.
- The agreement must include a Change in the Law clause stating that the rebate is predicated on current State law on distributing sales taxes to the City.
- The maximum sales tax rebate shall be equal to the amount of the improvement.

Sales Tax Rebate Agreement: McGrath Kia:

McGrath Kia of Highland Park has been a family-owned and operated business since 1990. The dealership offers purchase or lease options of new and used Kia models, which include sedans,

sport utility vehicles, and hybrids, such as Sportage, Seltos, Telluride, Ev6, Carnival, Sorento, Ev9, Soul, Forte, etc. The dealership also offers parts, accessories, and service to customers. On December 1, 2022, McGrath of Highland Park acquired the property located at 250 Skokie Valley Rd, Highland Park, IL 60035, which will accommodate the eventual remodeling of the dealership's facilities. The Certificate of Occupancy was issued in December 2023. Previous improvements in 2023 and 2024 to the facility, which are not eligible for the sales tax rebate, include signage, paint/drywall, doors, HVAC, and other major renovations. Future construction would include the showroom, service area, and sales offices.

Per the terms of the proposed twelve-year agreement, $2,000,000 of the $3,757,500 million investment is eligible for a rebate per the City's established program guidelines. Approval of the agreement would provide for partial reimbursement of McGrath Kia's eligible improvements, including but not limited to building improvements. Based on current sales tax estimates, staff offered a year-one agreement baseline at $500,000 that McGrath agreed to. This amount represents the estimated sales taxes that will be paid to the City by McGrath Kia on the property for the 2025 sales tax year, the most recently completed calendar year prior to the project completion. McGrath Kia will receive 50% of the municipal sales tax revenues generated above the established 2025 baseline plus 2% or the Consumer Price Index (CPI), whichever is greater, in year one and the previous year's base plus 2% or the Consumer Price Index (CPI), whichever is greater, in subsequent years of the agreement.

The tentative date for project completion is the third quarter of 2026; the City and McGrath Kia acknowledge and agree that McGrath will not begin earning the rebate until completion of the project. Based on projections from the auto dealership, it is estimated that McGrath Kia would earn $300,000 in rebated sales tax from the City over the lifetime of the agreement.

Summary of McGrath's Kia's Investment
Showroom Area: $3,217,500
Renovation Area: $540,000
Total Investment: $3,757,500

Summary of McGrath Kia's Rebate Request
Commencement Date: January 1, 2026
Sales Tax Base Years: 2025 (estimated)
Sales Tax Base: $500,000
Annual Adjustment to Base: 2% or the CPI, whichever is greater
Maximum Rebate: $2,000,000
McGrath Kia /City Revenue Share: 50/50
Term length: 12 Years or $2,000,000; whichever occurs first

Core Priorities:

Fiscal Stability

Representatives indicated their investment in the project is approximately $3,757,500. As proposed, it is estimated that the new project will yield approximately $1.6 million in new sales tax revenue to the City after twelve years. The dealership would be eligible for a maximum rebate of $2mil over 12 years. The sales tax revenue share does not apply to baseline taxes

earned; the dealership must earn sales tax over the annual baseline, set at $500,000 for FY2026, before any revenue share is in effect year over year. The rebate is distributed until such time as taxes are collected by the City and sales verified the year following sales ie: any earned rebate from FY2026 would be paid out in FY2027 upon the City's receipt of sales tax dollars related to the dealership's sales. For accounting purposes, distributions from the sales tax rebate program are identified in the FY2026 budget in line item 1110107.62220 *Business Development Revenue Sharing*.

Economic Development
At the December 15, 2025, City Council meeting, the Council approved a special use and development permit for this project, with the applicant's intent of moving forward should they receive a Sales Tax Rebate from the City. The new showroom and service areas allow for increased sales of vehicles and parts, contributing to the anticipated growth in sales tax from this investment. Representatives from McGrath Kia of Highland Park indicated that with this new project, the company’s total investment in Highland Park will be $4.8 million.

Attachments:
1. HP - Resolution Approving Economic Incentive Agreement - Kia McGrath
2. Kia McGrath Sales Tax Rebate Agreement-SIGNED 01.26.2026

City of Highland Park

Resolution No. _____

A Resolution Approving an Economic Incentive Agreement with WKM Automotive, Inc. for a Kia Dealership

WHEREAS, WKM Automotive, Inc., an Illinois corporation (***"Tenant"***), is the tenant of that certain real property located at 250 Skokie Valley Road in the City ("***Property***"); and

WHEREAS, the Tenant desires to open and operate a Kia automobile dealership at the Property (***"Dealership"***); and

WHEREAS, the Tenant investments in the Property will enhance the City's tax base and generate new business in the City; and

WHEREAS, the Tenant has requested that, to support the development of the Dealership on the Property, the City provide the Tenant an economic incentive grant of up to $2,000,000.00 to reimburse a portion of the costs of the improvement of the Dealership ("***Grant***"); and

WHEREAS, the City and the Tenant desire to enter into an economic incentive agreement to set forth their respective rights and responsibilities regarding the provision of the Grant and the improvement and operation of the Dealership (***"Agreement"***); and

WHEREAS, Section 8-1-2 of the Illinois Municipal Code, 65 ILCS 5/8-1-2, authorizes the City to appropriate and expend funds for economic development purposes, including the making of grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the City; and4

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City and its residents to enter into the Agreement with the Tenant;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF AGREEMENT. Pursuant to the home rule authority of the City, the Agreement between and among the City and the Tenant is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Manager and the Corporation Counsel.

SECTION THREE: EXECUTION OF AGREEMENT. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest the Agreement with the Tenant upon receipt by the City Clerk of at least one original copy of the Agreement executed by each of the Tenant; provided, however, that if an executed copy of the Agreement is not received by the City Clerk within 30 days after the effective date of this Resolution,

then this authority to execute and attest the Agreement will, at the option of the City Council, be null and void.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the City Council.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____

Nancy R. Rotering, Mayor

ATTEST:

_____

Ghida S. Neukirch, City Clerk

EXHIBIT A

AGREEMENT

ECONOMIC INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF HIGHLAND PARK AND WKM AUTOMOTIVE, INC.

THIS ECONOMIC INCENTIVE AGREEMENT (***"Agreement"***) is made and entered into as of this _____ day of _____, 2026, by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation (***"City"***), and **WKM AUTOMOTIVE, INC.**, an Illinois corporation (***"Taxpayer"***).

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Taxpayer and the City hereby agree as follows:

SECTION 1. RECITALS.

A. The Taxpayer is the tenant of the real property consisting of approximately 2.37 acres, located at 250 Skokie Valley Road, Highland Park, Illinois, and legally described in **Exhibit A** attached to and, by this reference, incorporated herein (***"Property"***).

B. The Taxpayer desires to operate a Kia automobile dealership on the Property (***"Dealership"***).

C. The City anticipates that the Dealership will be a significant contributor to the economic stability of the City through contributions of substantial sales tax revenues and employment opportunities.

D. In order to operate the Dealership on the Property, the Taxpayer intends to make significant improvements to the Property (collectively, the ***"Improvements"***), at a substantial cost to the Taxpayer. The Improvements are expected to increase the Dealership's sales, thereby increasing sales tax revenues for the City which will assist the City in providing essential municipal services to members of the public.

E. The City and the Taxpayer desire to enter into this Agreement to foster the long-term use of the Property and to enable the use of the Property in a manner that will enhance the business environment of the City.

SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context.

A. ***"Base Sales Tax"*** means: (i) for calendar year 2026, $500,000.00; and (ii) for all subsequent calendar years, the prior year's Base Sales Tax, adjusted by the greater of 2% or by the increase in the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor for Chicago-Naperville-Elgin, IL-IN-WI, All Items (1982-84 = $100), December-December.

B. ***"Commencement Date"*** means the date established pursuant to Section 3 of this Agreement.

C. ***"Corporate Authorities"*** means the City Council of the City of Highland Park, Lake County, Illinois.

D. ***"Dealership"*** means the full-service retail automobile dealership franchise owned and operated by the Taxpayer on the Property, and engaged in the sale of new Kia, all used, automobiles and related parts and services.

E. ***"Effective Date"*** means the date first written in the first paragraph of the first page of this Agreement.

F. ***"Force Majeure"*** means a strike, lockout, act of God, global, national or local pandemic or other factor beyond a party's reasonable control and reasonable ability to remedy; provided, however, that Force Majeure does not include: (i) delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the subject property; and (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions.

G. ***"Gross Receipts"*** has the meaning ascribed to it in the Retailers' Occupation Tax Act.

H. ***"IDOR"*** means the State of Illinois Department of Revenue.

I. ***"Municipal Sales Tax"*** means that portion or component of the Sales Taxes generated by the Taxpayer from sales on any portion of the Property that the City actually receives from the State of Illinois.

J. ***"New Sales Tax"*** means the amount equal to the amount of Municipal Sales Tax generated in a Sales Tax Year minus the Base Sales Tax.

K. ***"Parties"*** means the City and the Taxpayer, collectively.

L. ***"Project Costs"*** means the costs actually incurred by the Taxpayer for the completion of the Improvements.

M. ***"Requirements of Law"*** has the meaning set forth in Section 4.I of this Agreement.

N. ***"Retailers' Occupation Tax Act"*** means the Illinois Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as the same has been, and may, from time to time hereafter be, amended.

O. ***"Sales Taxes"*** means only those taxes imposed and collected by the State of Illinois pursuant to the Retailer's Occupation Tax Act, the Service Use Tax Act, 35 ILCS 110/1 *et seq.*, the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, and the Use Tax Act, 35 ILCS 105/1 *et seq.*, including, without limitation, a vehicle lease tax that is substituted, in whole or in part, for any or all of the foregoing.

P. ***"Sales Tax Rebate"*** means the rebate payment to the Taxpayer of a portion of the Municipal Sales Tax that the City receives and that it is required to make pursuant to this Agreement.

Q. ***"Sales Tax Year"*** means the period of time commencing on the Commencement Date and ending on the immediately following December 31; and each of the subsequent 12-month periods thereafter, through December 31, 2037.

SECTION 3. COMMENCEMENT OF SALES TAX REBATE.

The "Commencement Date" under this Agreement is hereby declared to be January 1, 2026. In the event that a final certificate of occupancy is not issued on or before December 31, 2026, then either party will have the right to terminate this Agreement upon the provision of written notice to the other party.

SECTION 4. SALES TAX REBATE.

A. **Maximum Total Rebate.** The maximum amount in Sales Tax Rebates that the City will be required to remit to the Taxpayer under this Agreement is $2,000,000.00 (***"Maximum Total Rebate"***). Under no circumstances will the City have any obligation whatsoever to pay more than the Maximum Total Rebate to the Taxpayer pursuant to this Agreement.

B. **Completion of Improvements and Verification of Project Costs.** Notwithstanding any provision of this Agreement to the contrary, the City will not have any obligation to pay any Sales Tax Rebate to the Taxpayer prior to Taxpayer's submission of verification of payment of all Project Costs to the City, all to the satisfaction of the City Manager.

C. **Calculation of Sales Tax Rebate.** Beginning on the Commencement Date, the City will pay to the Taxpayer 50 percent of the New Sales Tax generated by the Dealership on the Property during each Sales Tax Year, up to the Maximum Total Rebate.

D. **City Payment.**

1. Within 120 days after the end of each Sales Tax Year, and after the City receives the summary of Sales Taxes paid from the Dealership for the applicable year from IDOR, the City will pay the applicable Sales Tax Rebate for that particular Sales Tax Year to the Taxpayer, based on the records of IDOR. If, for any reason, the State of Illinois fails to distribute the Municipal Sales Tax revenue to the City in sufficient time for the City to make the annual payments, the City must provide notice of that fact to the Taxpayer. In that event, the City must make the required Sales Tax Rebate payment within 60 days after the date on which the City actually receives the Municipal Sales Tax revenue due the City for the applicable annual payment period.

2. If at the end of any Sales Tax Year, the City identifies the need to adjust and reconcile the amount of any Sales Tax Rebate payment to account for any provision of this Agreement or to account for the amount of Sales Tax actually paid by the State of Illinois to the City, the City and the Taxpayer agree to cooperate with each other to accomplish the reconciliation. To the extent necessary in that circumstance, as determined by the City, the parties agree that the City may require the Taxpayer to submit such specified financial statements and copies of the applicable State of Illinois Sales Tax Reports from the Dealership as are necessary to verify the amount of Sales Tax collected from operations at

the Property. Any information received by the City from the Taxpayer under this Agreement will be kept confidential to the extent allowed by the Requirements of Law.

E. **Change in the Law**.

1. The City and the Taxpayer acknowledge and agree that the City's obligation to pay the Sales Tax Rebate to the Taxpayer is predicated on existing State law governing the distribution of Sales Taxes to the City, including, without limitation, the Retailers' Occupation Tax Act. The City and the Taxpayer further acknowledge that the General Assembly of the State has, from time to time, considered proposals to modify or eliminate the distribution of Sales Taxes to Illinois municipalities. The City and the Taxpayer make express provision for the effect of any change upon the operation of this Agreement in Section 4.E.2 of this Agreement.

2. In the event that the State of Illinois amends or repeals the Retailers' Occupation Tax Act or makes any other promulgation, enactment, or change that eliminates the distribution of Sales Taxes to the City, or otherwise alters the distribution formula in a manner that prevents the City and the Taxpayer from determining with a high degree of certainty the amount of the Municipal Sales Tax (***"Change in Law"***), the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property on or after the effective date of the Change in Law will automatically terminate and become null and void and be of no further force or effect, and the City will have no obligation whatsoever to pay to the Taxpayer any of the Municipal Sales Tax generated on or after the effective date of the Change in Law. In the event of a Change in Law that gives rise to termination of the City's obligation to pay Sales Tax Rebate, the Taxpayer will have the option to terminate this Agreement by providing written notice to the City. However, if, at any time during the Term of this Agreement, and provided that the Taxpayer has not exercised its option to terminate this Agreement, the State of Illinois effects another Change in Law that either results in the distribution of Sales Taxes to the City or allows the City and the Taxpayer to determine with a high degree of certainty the amount of the Municipal Sales Tax, the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property will automatically be reinstated and will continue through the remainder of the term of this Agreement, subject to the Maximum Total Rebate set forth in Section 4.A of this Agreement.

3. If a Change in Law results in replacement taxes for the Sales Taxes directly resulting from Gross Receipts from the Property as contemplated by this Agreement, then, for purposes of this Agreement, the replacement taxes will be defined as Sales Taxes, subject in all respects to the City's actual receipt of its portion of the replacement taxes as well as the City's authority under state law to provide for rebate of the replacement taxes, as contemplated herein.

4. If there is a Change in Law, the parties will cooperate with each other to accomplish the intent of this Agreement as set forth in Section 1 of this Agreement.

F. **No Guarantee**. The parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement are to be construed, deemed, or interpreted as either: (1) a guarantee that the City will receive any Municipal Sales Tax as a result of the operation of a Kia Dealership on the Property; or (2) a requirement or obligation by the Taxpayer to generate Gross Receipts from the Property.

G. **Limited Liability**. Notwithstanding any other provision of this Agreement to the contrary, the City's obligation to pay the Sales Tax Rebate payments is not and will not be a general debt of the City or a charge against its general credit or taxing powers, but is and will be a special limited obligation payable solely out of the Municipal Sales Tax received by the City, as specifically defined in Section 2 of this Agreement. The Taxpayer has and will have no right to, and agrees that it may not, compel any exercise of the taxing power of the City to pay the Sales Tax Rebate payments, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the City. No recourse may be had for any payment pursuant to this Agreement against any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney of the City in his or her individual capacity.

H. **Closure; Refund of Rebate**.

1. In the event that, at any time on or before December 31, 2037, the Taxpayer either abandons, closes, or terminates the use of the Property for a Kia Dealership, except for force majeure, or terminates this Agreement pursuant to Section 4.E.2 of this Agreement (***"Closure"***), then: (a) the provisions of this Agreement with regard to Municipal Sales Tax generated from the Property will, as of the date of the Closure, automatically terminate and become null and void and be of no further force or effect, and the City will have no obligation whatsoever to perform any of the Sales Tax Rebate obligations in Section 4 of this Agreement; and (b) within one year after the date of Closure, the Taxpayer must refund to the City any and all Sales Tax Rebate payments received by the Taxpayer prior to the date of the Closure. The obligations set forth in this Section 4.H.1 survive the termination or expiration of this Agreement.

2. The Taxpayer must provide the City with no less than 60 days written notice prior to any abandonment, closure, or termination of the use of the Property for the Kia Dealership.

3. The parties agree that the replacement of the Kia Dealership with another new automobile dealership for a different manufacturer, or the transfer of legal or beneficial interest in all or any portion of either of the Property or any of the Dealership in accordance with Section 13.C of this Agreement, does not constitute a Closure for purposes of this Agreement.

I. **Limitations on Payment of Sales Tax Rebate**. The Taxpayer acknowledges and agrees that the Property must be used and maintained in strict compliance with all applicable City codes, ordinances, and regulations (collectively, the ***"Requirements of Law"***), and that if the Taxpayer fails to comply in all material respects with the Requirements of Law or cure any defects within 15 days after receipt of a notice thereof, the City will have the right to suspend payment of the Sales Tax Rebate for the period that the Taxpayer is not in material compliance with the Requirements of Law, and the City will have no further obligation to provide any Sales Tax Rebate to the Taxpayer until the City determines in its reasonable discretion that the Taxpayer is in material compliance with the Requirements of Law, at which time all suspended payments will be remitted to the Taxpayer. A legal nonconformity created as a result of the City's amendment to the

Requirements of Law subsequent to the Commencement Date will not constitute a failure of the Taxpayer to comply with the Requirements of Law.

J. **Commitment to Fair Employment Practices and Affirmative Action; Prevailing Wage**. If and to extent applicable in accordance with the Requirements of Law, the Taxpayer must comply with the requirements pertaining to fair employment practices and affirmative action described in the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as may be applicable.

SECTION 5. REAL PROPERTY VALUATION.

The Taxpayer recognizes that the City has legitimate interests and concerns regarding the valuation and assessment of the Property for real estate tax purposes. Accordingly, the Taxpayer, and all persons and entities related thereto or affiliated therewith, must not otherwise initiate any protest or appeal that seeks a property valuation for the Property that is substantially disproportionate to, or substantially inconsistent with, the actual use of the Property. The parties acknowledge that the Taxpayer may from time to time appeal the real property valuation established by the Lake County Assessor for the Property where the Taxpayer reasonably believes that the Property is over-assessed relative to comparable commercial properties.

SECTION 6. FORCE MAJEURE.

Except as expressly provided to the contrary in this Agreement, whenever a period of time is provided for in this Agreement for either the Taxpayer or the City to perform any act or obligation, and the Taxpayer or the City, as the case may be, is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations will be extended automatically for a reasonable time to accommodate the delay caused by the Force Majeure.

SECTION 7. LITIGATION AND DEFENSE OF AGREEMENT/INDEMNITY.

A. **Litigation**. If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement (***"Litigation"***), the party against which the Litigation is filed or initiated must promptly deliver a copy of the complaint or charge related thereto to the other party, and must thereafter keep the other party fully informed concerning all aspects of the Litigation.

B. **Defense**. The City and the Taxpayer must use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed by such party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The City and the Taxpayer agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

C. **No Liability for City Review**. The Taxpayer acknowledges and agrees that: (1) the City is not, and will not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as the result of the City's review and approval of any plans for the Property, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; and (2) the City's review and approval of any of the plans and the issuance of any of the approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Taxpayer, or any of its heirs, successors, assigns, tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

D. **City Procedures**. The Taxpayer and the City each acknowledges that notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement, and agrees not to challenge any of those actions on the grounds of any procedural infirmity or of any denial of any procedural right.

E. **Indemnity**. The Taxpayer agrees to, and does hereby, hold harmless and indemnify the City, the Corporate Authorities, all City elected and appointed officials, officers, employees, agents, representatives, and attorneys (each, an "**Indemnitee**" and collectively, the "**Indemnitees**") from any and all third-party claims that may, at any time, be asserted against any of those parties in connection with (i) the City's review and approval of any plans, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; (ii) any actions taken by the City pursuant to this Agreement; (iii) the development, construction, and maintenance of the Property; and (iv) the performance by the Taxpayer of its obligations under this Agreement and all related ordinances, resolutions, or other agreements; provided, however, that the Taxpayer will have no indemnification obligation to any of the Indemnitees to the extent that any losses or damages claimed are caused by the negligence, fraud, or willful misconduct of one or more Indemnitees.

F. **Defense Expenses**. The Taxpayer hereby agrees to pay, without protest, all reasonable expenses incurred by the City in defending itself with regard to any and all of the claims identified in Section 7.F of this Agreement. These expenses may include, without (1) all out-of-pocket expenses, including attorneys' and experts' fees, not to exceed their usual and customary fee rates to the City; and (2) the reasonable value of any services rendered by any employees of the City, not to exceed their actual salaries.

SECTION 8. TERM.

This Agreement will be in full force and effect for a period commencing on the Commencement Date and through the first to occur of: (a) January 1, 2038; and (b) the date on which or until the Taxpayer receives the Maximum Total Rebate payments from the City pursuant to the terms of this Agreement (***"Term"***); provided, however, that the City's obligation to make Sales Tax Rebate payments will survive the expiration of the Term to the extent that the City has not at that time received from the State the Municipal Sales Tax from which the Sales Tax Rebate payments will be made. During the Term, this Agreement inures to the benefit of and is enforceable by the Taxpayer and the City, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

SECTION 9. RELEASE OF INFORMATION.

A. **State of Illinois Reports and Data**. The Taxpayer agrees to execute and provide all documentation necessary to cause the Illinois Department of Revenue to release to the City the Sales Tax generated by the Taxpayer from the Property, including copies of State of Illinois Sales Tax Reports, during each of the Sales Tax Years pursuant to applicable State law. Any information received by the City from the Taxpayer under this Agreement will be kept confidential to the extent allowed by the Requirements of Law. Failure by the Taxpayer to execute and provide the documentation required by this Section 9.A, within 15 days receipt of written notice to the Taxpayer will relieve the City from performance of any duty or obligation under this Agreement until such time as the Taxpayer has cured such failure.

B. **State Audits and Refunds**. The Taxpayer must timely notify the City if it initiates any protest or audit of the Sales Taxes remitted from the Property to the State of Illinois, and if the State of Illinois refunds or credits to the Taxpayer any portion of the remitted Sales Taxes as a result of the protest or audit. In the event of such a refund or credit, the City will be entitled to deduct an amount equal to the refunded or credited amount from subsequent payments of Sales Tax Rebates made pursuant to this Agreement.

SECTION 10. PAYMENT OF CITY FEES AND COSTS.

In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, the Taxpayer must pay to the City, as and when due, all application, inspection, and permit fees, all other fees, charges, and contributions required by applicable City codes, ordinances, resolutions, rules, or regulations, and all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the negotiation, preparation, consideration, and review of this Agreement.

SECTION 11. ENFORCEMENT.

A. **Enforcement.** The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance (including, without limitation, payment by the City to the Taxpayer of payments due to Taxpayer under this Agreement), enforce or compel the performance of this Agreement; provided, however, that the Taxpayer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any past, present, or future director, member, elected or appointed officer, official, agent, representative, employee, or attorney, of the City on account of the negotiation, execution, or breach of this Agreement,. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the City will be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Property at any time when the Taxpayer has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section, the prevailing party will be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** Neither party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 11.A of this Agreement without first providing written notice to the other party of the breach or alleged breach and allowing 15 days to cure the breach or alleged breach. If the breach cannot be cured within the 15-day period (***"Time for Cure"***), then the Time for Cure will be extended accordingly, provided that the notified party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence.

SECTION 12. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

A. **Obligations.** The parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, constitute both the personal obligation of the party liable for its payment, and the successors of that party.

B. **Binding Effect.** The Taxpayer acknowledges and agrees that this Agreement is binding upon the Taxpayer, and any and all of its heirs, successors, permitted assigns, and successor owners of record of all or any portion of the Dealership.

C. **Transferee Assumption**. To assure that any potential heir, successor, or permitted assign has notice of this Agreement and the benefits and obligations created by it, the Taxpayer agrees to require, prior to the transfer of a legal or beneficial interest in a majority ownership of, or controlling interest in, the Dealership, the transferee to execute an enforceable transferee assumption agreement in a form acceptable to the City Attorney (***"Transferee Assumption Agreement"***). The City agrees that, upon a successor becoming bound to the personal obligation created in this Agreement in the manner provided, the liability of the Taxpayer or other predecessor obligor will be released to the extent of the transferee's assumption of liability. The Taxpayer agrees to notify the City in writing at least 30 days prior to the date on which the Taxpayer proposes to transfer a legal or beneficial interest in a majority ownership of, or controlling interest in, the Dealership to a transferee. The Taxpayer must, at the same time, provide the City with a fully executed copy of the Transferee Assumption Agreement.

D. **Transfer Defined**. For purposes of this Agreement, the term "transfer" includes any assignment, transfer, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Dealership, in whole or in part, by voluntary or involuntary sale, foreclosure, restructuring, merger, sale and leaseback, consolidation, or otherwise.

E. **Prohibited Assignments**. It is the express intent of the parties that, except as expressly provided or allowed herein, this Agreement, and all of the rights and privileges granted herein, are for the sole and exclusive benefit of the Taxpayer for operation of a Kia Dealership on the Property. Accordingly, notwithstanding any provision of this Agreement, in the event that the Taxpayer does, or attempts to, voluntarily or involuntarily transfer a majority or controlling interest in the Dealership without the prior consent of the Corporate Authorities, which consent may be granted or denied in the sole and absolute discretion of the Corporate Authorities, this Agreement, and all of the rights and privileges granted herein, will, at the option of the City, become null and void and be of no force or effect.

This agreement may be transferred or assigned subject to approval by the corporate authorities.

SECTION 13. REPRESENTATIONS AND WARRANTIES.

In order to induce the City to enter into this agreement and to adopt the ordinances and grant the rights herein provided for, the Taxpayer hereby warrants and represents to the City as follows:

A. The Taxpayer is a duly organized, validly existing corporation in good standing under the laws of the State of Illinois.

B. The Taxpayer has the corporate authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary corporate, partnership, and venture actions to authorize the execution, delivery, and performance of this Agreement.

C. All necessary consents of any board of directors, shareholders, creditors, investors, partners, judicial, or administrative bodies, governmental authorities, or other parties including specifically, but without limitation, all secured parties, regarding the execution and delivery of this Agreement have been obtained.

D. The consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the City, and the State of Illinois with respect to distribution of Sales Taxes) is not required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

E. The individuals executing this Agreement on behalf of the Taxpayer have the power and authority to execute and deliver this Agreement on behalf of the Taxpayer.

F. The execution, delivery, and performance of this Agreement: (i) is not prohibited by any Requirement of Law or under any contractual obligation of the Taxpayer; (ii) will not result in a breach or default under any agreement to which the Taxpayer is a party or to which the Taxpayer, in whole or in part, is bound; and (iii) will not violate any restriction, court order, or agreement to which the Taxpayer or the Property, in whole or in part, is or are subject.

SECTION 14. GENERAL PROVISIONS.

A. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Amendments and Modifications**. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

C. **Notices**. Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement,

notices will be deemed received after the first to occur of: (a) the date of actual receipt; or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement has the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the City must be addressed to, and delivered at, the following address:

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attention: City Manager

With a copy to:

Elrod Friedman LLP
350 N. Clark St., Second Floor
Chicago, Illinois 60654
Attention: Hart M. Passman, Deputy Corporation Counsel

Notices and communications to the Taxpayer must be addressed to, and delivered at, the following address:

McGrath Highland Park Kia
250 Skokie Valley Road
Highland Park, Illinois 60035_____
_____
Attention: Dan Hunt & Kevin McGrath

With a copy to:

Hardt, Stern & Kayne, PC_____
2610 Lake Cook Rd., Suite 200_____
Riverwoods, IL 60015_____
Attention: Joseph S. Kayne & David Pestell_____

D. **Governing Law**. This Agreement is to be governed by, and enforced in accordance with, the internal laws, but not the conflict of laws rules, of the State of Illinois.

E. **Interpretation**. This Agreement is to be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

F. **Change in Laws**. Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings**. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

H. **Time of Essence**. Time is of the essence in the performance of this Agreement.

I. **No Third Party Beneficiaries**. Except as expressly provided in this Agreement, no claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against the City or the Taxpayer.

J. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

K. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

L. **Exhibits.** Exhibit A is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement will control.

M. **Counterparts**. This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

N. **Waiver.** Neither the City nor the Taxpayer are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it determines to be in its best interest from time to time. The failure of the City or the Taxpayer to exercise at any time any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect the City's or the Taxpayer's right, as the case may be, to enforce those rights or any other rights.

O. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

P. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of

assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

Q. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

R. City Authority to Execute. The City hereby warrants and represents to the Taxpayer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ATTEST:

CITY OF HIGHLAND PARK

Deputy City Clerk

City Manager

ATTEST:

WKM AUTOMOTIVE, INC.

By: _____

Its: _____

By: K. J. Wm Smith

Its: President

Witness

Dawn Hunt

CFO

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2025 by Ghida S. Neukirch, the City Mayor of the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation, and by Ashley Palbitska, the Deputy City Clerk of said home rule municipal corporation.

Given under my hand and notarial seal this _____ day of _____, 2025.

Notary Public

My Commission Expires:

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, Samantha Roth, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kevin McGrath, personally known to me to be the CEO of **WKM AUTOMOTIVE, INC.**, an Illinois corporation, and Dan Hunt, personally known to me to be the CFO of said corporation, appeared before me this day in person and acknowledged that as such Kevin McGrath and Dan Hunt, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of _____, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of January, 2026.

Notary Public

My Commission Expires:

(SEAL)

OFFICIAL SEAL
SAMANTHA ROTH
Notary Public, State of Illinois
Commission No. 974793
My Commission Expires
July 11, 2027

EXHIBIT A

Legal Description of the Property

P.I.N.: 16-35-305-002

Commonly known as 250 Skokie Valley Road, Highland Park, Illinois.

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Erin Jason, Assistant City Manager

Department: City Manager's Office

Title: An Ordinance Amending Section 93.306 of "The Highland Park Code of 1968," as Amended Regarding Outdoor Dining Within City Rights-of-Way

Recommendation:
Staff recommends amending City Code Chapter 93: *Streets and Sidewalks* Section 306: *Outdoor Dining Within the City Rights-of Way* as follows:

- Section 306 (B)(1) Hours of Operation: Update to identify timeline for use of public parking-spaces as part of outdoor dining operations from May 1st to November 1st.
- Section 306 (C) Use of Public Property: Update to clarify that restaurants seeking to use public parking spaces for outdoor dining must be operational for both lunch and dinner service.

This information was presented at a Committee of the Whole meeting in 2025 for Council feedback.

Policy Consideration:
Chapter 93 Section 306 of the City Code establishes the ability for the City Manager to issue a license for restaurants to use the City right-of-way for outdoor dining. In direct response to the COVID-19 pandemic, the City of Highland Park adapted its outdoor dining program. These changes were implemented to enhance outdoor dining capacity, support expanded carry-out services, and establish other allowances designed to aid local businesses. Key adaptations included permitting the use of various portions of the public Right-of-Way (ROW), such as sidewalks and streets, for expanded carry-out services, outdoor dining extending beyond business frontages into on-street parking spaces, and the incorporation of live and other forms of music. Each year, the City offers restaurant owners the opportunity to pursue an outdoor dining permit to use public right of way in front of their restaurant, and potentially use of public parking spaces in front of the restaurant for outdoor dining.

Annually City Staff gathers feedback from businesses and community members regarding outdoor dining. In 2025, a critical focus was placed on the utilization of parking spaces for

outdoor dining and considerations on future permissibility. In addition to obtaining anecdotal feedback from business owners, residents, and other key stakeholders, City Staff conducted a survey of 60 businesses across the Central Business District and Ravinia Business District which revealed mixed but valuable feedback on the use of parking spaces for extended outdoor dining. When asked to rank parking availability on a scale of 1 being extremely difficult to find to 5 being parking is abundant and plentiful near their business, business owners in the Central Business District rated it as 2.20, indicating significant challenges to finding parking near their business for their customers, while the Ravinia Business District fared slightly better at 2.89.

Despite perceived parking concerns, businesses consistently highlighted increased revenue generation, enhanced community experience, and support for the local economy as the top three benefits of expanded outdoor dining. Conversely, their primary concerns included reduced parking availability, safety issues, aesthetic concerns/visual clutter, and decreased accessibility for deliveries. Overall favorability for allowing outdoor dining to continue to extend into parking spaces moving forward was narrowly split: in the Central Business District, 22 businesses were not in favor compared to 14 in favor, while Ravinia District showed stronger support with 12 in favor of the policy versus 5 not in favor. Cumulatively, the results showed a slight leaning against the practice, with 27 businesses not in favor compared to 26 in favor, and 7 remaining neutral.

Based on survey results, community feedback, best practices, and observations, staff prepared a report detailing policy considerations for the Committee of the Whole meeting on July 14, 2025. Due to time constraints at that meeting, Council submitted individual feedback in response to an email communication on July 16, 2025 from the City Manager within the regulations of the Open Meetings Act wherein the planned staff presentation slides were shared alongside the original staff report for individual Council review and comment. Council unanimously agreed to the following policy consideration as presented in the original staff report based on feedback submitted individually to the City Manager. Included in the staff report was the addition of a requirement that businesses requesting the use of parking spaces as part of their outdoor dining site plan must be operational for lunch and dinner services for consideration. The concept of requiring food and beverage operators to serve at least two meals a day aims to maximize the utilization of this valuable outdoor space during multiple time intervals during the day.

The Committee of the Whole continued discussion related to outdoor dining and the use of parking spaces on August 11, 2025. At that time the COTW agreed to an updated, graduated fee schedule for fiscal years FY2026 ($300) and FY2027 ($500) which was previously approved as part of the Annual Fee Resolution for FY2026. At this meeting Council also unanimously agreed that there was value in scaling back the length of time parking spaces are available for use to extend the outdoor dining footprint of eligible businesses. Outdoor dining is allowed from April 1 – December 1 annually. Staff recommended amending dates for expansion into parking spaces to June 1 to October 1; after much discussion consensus of the COTW was to reduce the timeline for use of parking spaces in the City Rights-of-Way as part of outdoor dining from May 1 – November 1. Council agreed to review at end of season to consider further reduction in future years.

Aligning the permit dates for on-street dining in parking spaces to May 1 – November 1 provides a consistent, clear, and more optimal seasonal window for the program. This period generally encompasses the most favorable weather conditions for outdoor dining in Highland Park,

allowing businesses to maximize their usage during peak demand months. Standardizing these dates simplifies administration for both businesses and City Staff, ensures equitable application of the program, and provides predictability for residents and visitors regarding the availability of outdoor dining spaces.

- As the general outdoor dining program dates remain unchanged, restaurants would still be able to capitalize on expanded seating on-sidewalk during the early and later portions of the outdoor dining season from April 1 – December 1.
- A truncated season for on-street dining also minimizes the potential for freezing temperatures damaging water barricades, extending the life of the infrastructure provided by the City. It also helps minimize challenges with snow and ice control as was experienced in FY2025 at end of the year when significant snowfall was experienced at the end of November.

Core Priorities:

Fiscal Stability

No requests for fee changes are related to this item on February 9, 2026. At the Committee of the Whole on August 11, 2025 Council discussed increasing the annual fee from $150 to $300 in FY2026 and to $500 in FY2027. The Annual Fee Resolution as approved by Council for FY2026 reflected this increase. The original $150 fee was established during COVID; the updated pricing reflects a more equitable value for using public right-of-way for private commercial gain. This adjusted fee will better offset the City's administrative costs associated with permit processing, oversight, and enforcement of the program. Furthermore, it acknowledges the opportunity cost of dedicating public parking spaces to private dining, contributing to a more sustainable and fair use of valuable public assets.

Economic Development

Expansion of outdoor dining into the street became popularized during the pandemic throughout the Chicagoland region as businesses and communities strived to meet strict COVID protocols on distancing. As COVID regulations receded, communities found that diners had become accustomed to expanded outdoor dining experiences and many communities, including Highland Park took steps to formalize the ability for local restaurants to expand their outdoor footprint on public property. Use of public parking spaces enhances outdoor dining capacity. The truncated schedule reflects the need and want to provide expanded outdoor dining while still maintaining a balanced use of on-street parking for the benefit of the full commercial district.

Vibrancy

Outdoor dining drives support to local restaurants by allowing them to enhance the dining experience for consumers and enhance the vibrancy of the business district and community. Al fresco dining creates a sense of community and is a vital placemaking tool in local business districts. In 2025, 24 permits were issued for outdoor dining including four that allowed for use of parking spaces to further increase their outdoor dining capacity; utilizing a total of 9 parking spaces: 3 in the Central Business District (CBD) and 6 in the Ravinia Business District (RBD).

Attachments:

1. HP Ordinance Amending Section 93.306 of Code re Outdoor Dining in ROW

City of Highland Park

Ordinance No. _____

An Ordinance Amending Section 93.306 of "The Highland Park Code of 1968," as Amended, Regarding Outdoor Dining Within City Rights-of-Way

WHEREAS, Section 93.306 of "The Highland Park Code of 1968," as amended (***"City Code"***), sets forth regulations for outdoor dining areas on City-owned rights-of-way; and

WHEREAS, the City Council desires to amend Section 93.306 of the City Code to update the permitted months of operation for outdoor dining within City-owned rights-of-way; and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City and its residents to amend the City Code pursuant to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, STATE OF ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the City Council.

SECTION TWO: OUTDOOR DINING WITHIN CITY RIGHTS-OF-WAY. Section 93.306, titled "Outdoor Dining Within City Rights-of-Way," of Chapter 93, titled "Streets and Sidewalks," of Title IV, titled "Street Uses and Restrictions," of the City Code is hereby amended to read as follows:

"Sec. 93.306. Outdoor Dining Within City Rights-of-Way.

(A) License Required. No person may occupy any street, alley, public right-of-way or public land within the City for use for outdoor dining, except upon issuance by the City Manager of a license therefor. No license may be issued except to the owner or tenant of the property that is immediately adjacent to that portion of a City-owned right-of-way proposed to be used for outdoor dining, and except upon payment by the applicant of the license fee, in the amount set forth in the Annual Fee Resolution. The City Manager may refuse to issue an outdoor dining license upon their determination that the proposed use of the right-of-way will unduly impede pedestrian or vehicular traffic, or will otherwise adversely affect public health and safety.

(B) Hours of Operation.

(1) Outdoor dining is only allowed between April 1st and December 1st of any calendar year, except as may be approved in advance and in writing by the City Manager. **Outdoor dining within portions of rights-of-way that are parking spaces is only allowed between May 1st and November 1st of any calendar year, except as the City Manager may approve in advance and in writing.**

(2) No outdoor dining sales or service may be conducted before 7:00 a.m. on any day, or after 10:00 p.m. on Sundays through Thursdays, or after 11:00 p.m. on Fridays and Saturdays.

(C) Use of Public Property.

(1) Outdoor dining furniture may not be placed within portions of right-of-way that extend beyond the frontage of the business, on a sidewalk, unless either: (a) all owners and tenants of the affected adjacent properties provide their prior written consent therefor; or (b) the furniture is only placed beyond the frontage of the business after normal business hours of the adjacent businesses, and as approved in advance and in writing by the City Manager.

(2) Outdoor dining furniture may not be placed within portions of right-of-way in parking spaces unless approved in advance and in writing by the City Manager.

(3) Seating, tables, displays and signs must not block pedestrian access or vehicular access along any public sidewalk, alley, street or other public right-of-way.

(4) The licensee must maintain an unobstructed path of at least five feet in width, and otherwise in compliance with the Americans with Disabilities Act, for pedestrian access along the entire length of the licensed area abutting a public street.

(5) All seating, tables, displays and signs must be in good visual appearance, without any dents, chipping, or similar wear and tear, and must be made of safe, sturdy and durable commercial grade materials designed for outdoor use.

(6) The outdoor dining area and adjacent portions of the right-of-way must be kept maintained in a neat, clean, and orderly condition at all times.

(7) All outdoor dining areas must be cleared of all snow within 48 hours after snowfall.

(8) All outdoor seating, tables, displays and signs on City-owned rights-of-way must be properly weighted and covered each night at the close of business.

(9) All outdoor dining furniture must be installed and maintained at the sole cost and expense of the applicant in a good and workmanlike manner, satisfactory to the City Director of Public Works.

(10) No outdoor dining furniture may be located or stored within a right-of-way on any day outside of the period during which outdoor dining is allowed pursuant to Section 93.306(B)(1) of this Code.

(11) Any licensee using parking spaces in the public right-of-way for outdoor dining must offer both lunch and dinner service.

(D) Music and Sound Amplification. Live music may not include amplification or drums. Live music may not be played between 8:00 p.m. and 7:00 a.m. on any day when the following day is Monday through Friday or between 10:00 p.m. and 9:00 a.m. when the following day is a Saturday, Sunday, or legal holiday. All other music may be permitted, provided it is kept at background sound levels, during the permitted hours for outdoor dining, as set forth in Section 93.306(B)(2) of this Code.

(E) Service of Alcoholic Liquor. No alcoholic beverage served in an open container within an outdoor dining area may be removed from the outdoor dining area, except as permitted pursuant to Chapter 119 of this Code.

(F) Indemnification. The Licensee must execute an agreement to indemnify the City for all claims made against the City in connection with the use of right-of-way for outdoor dining, on a form to be provided by the City.

(G) Termination of License. The City Manager may terminate an outdoor dining license at any time: (1) as may be necessary for the preservation of the public health, safety, and welfare, in the sole discretion of the City Manager; or (2) due to the failure of the licensee to comply with each and every provision of this Section 93.306. Any outdoor dining furniture that remain within a City-owned right-of-way after the termination or expiration of an outdoor dining license may be removed and disposed of by the City, at the licensee's expense.

(H) Special Events. This Section 93.306 does not apply to outdoor dining offered as part of a special event approved pursuant to Chapter 118 of this Code."

SECTION THREE: PUBLICATION. The City Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION FOUR: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

PUBLISHED IN PAMPHLET FORM:

ORDINANCE NO.:

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Austin Knight, Sustainability Manager
Erin Jason, Assistant City Manager

Department: City Manager's Office

Title: A Resolution Approving an Agreement with Thornton Tomasetti, Inc., of New York, New York, for Illinois Energy Stretch Code Engineering Services

Recommendation:
Staff recommends entering into a contract with Thornton Tomasetti for engineering services related to the City's Illinois Energy Stretch Code Grant.

Policy Consideration:
On September 25, 2025, the City Council approved a resolution entering into an agreement with the Illinois Finance Authority (IFA)/Illinois Climate Bank (ICB) in acceptance of the Illinois Climate Pollution Reduction Grant: Stretch Code Adoption Grant in the total amount of $160,230 for work to be completed in 2026. This grant was designed to help municipalities work towards adoption and implementation of the Illinois Energy Stretch Code Grant by funding activities that lead to future adoption such as training, education, outreach, and related matters in line with the training staff identified as critical to successful implementation in the future. The grant does not require adoption of said stretch code prior to or after receipt of the grant.

The City Council began discussion on adoption of the IL Stretch Energy Codes at the Committee of the Whole Meeting on February 10, 2025. During their presentation, staff reviewed both opportunities and challenges related to the adoption of the IL Stretch Codes vs other codes as they relate to the impact on developers, homeowners, and the commercial sector. Next steps were discussed; at the request of Council staff was directed to complete additional research on how the Stretch Code adoption will affect commercial developments and how other municipalities are approaching this topic. At their regular meeting on May 8, 2025 the Sustainability Advisory Group (SAG) received a presentation on the IL Energy Code from Slipstream and opined on future stretch code adoption and need for further education. Staff presented an update on Building Code and Stretch Code at the regular meeting of the City Council on June 16, 2025. Staff reiterated that effective implementation of stretch codes would require industry and government training in designing in accordance with the stretch code, demonstrating through energy modeling, and compliance review through plan review and check

methods to be successful. The City applied for the grant as an opportunity to help educate the residential and commercial community, train Community Development staff to build capacity, and perform a study on the economic and environmental benefits of keeping the existing base energy code versus adopting the more stringent IL energy stretch code.

Staff issued a request for proposals on December 3, 2025 ending December 31, 2025 to procure engineering services for IL Energy Stretch Code preparation. The scope of the project is as follows:

- Perform energy code analysis to compare current code to IL Energy base code, IL Energy stretch code, ICC appendices, and any additional requirements. Provide understanding of trajectories and identify how each pathway might impact the City's Strategic Plan net zero by 2035 and ICC glide path net-zero by 2050 goal. Address unknowns of stretch code adoption, in particular for commercial properties with a focus on small businesses. Work to be done by end of Q2 of 2026;
- Provide analysis on available incentives, opine on the role of incentives in the process and treatment of existing buildings. Work to be done by end of Q3 of 2026;
- Perform in-person and virtual events to address commercial developers, residents, and key stakeholders concerns on topics such as costs with adopting stretch code, incentives, along with educating on the benefits both environmental, financial, and social to be done by end of Q3 2026. Include Continuing Education Credits for developers if possible.
- Provide or sub-contract training within grant parameters for a group of 6-8 Community Development staff and must offer a verifiable certification for each employee that they have an understanding of the stretch code implementation and enforcement to be done by end of Q3 of 2026; onsite training preferred.
- Perform a study on the potential greenhouse gas reductions based on outcomes of energy code analysis and expected new builds and major renovations to be done by end of Q3 of 2026. Provide a recommendation on a realistic target year based on net-zero as the goal.
- Assist City with record-keeping/supporting documents related to Illinois Climate Pollution Reduction Grants: Stretch Code Adoption Grant.

The City received bids from five qualified organizations for this work: AECOM, Frontier Energy with MEEA, Slipstream with MEEA, SSR, and Thornton Tomasetti. An internal staff review team of Sustainability Manager Knight, Assistant City Manager Jason, Director of Community Development Fontane, Deputy Director of Community Development Later, and Building Division Manager Mohanchandra reviewed all proposals and selected three firms to interview: AECOM, Frontier Energy with MEEA, and Thornton Tomasetti. Upon thorough evaluation thereafter, City staff recommends awarding the bid to Thornton Tomasetti. Highlights of their proposal include an all-inclusive approach, including travel and printing costs within the desired $150,000. The staff team was impressed with their approach and flexibility as it related to training and community engagement. Above all, Thorton Tomasetti demonstrated a clear understanding of the objectives of the project, a deep knowledge of energy stretch codes, and overall experience relevant to the project. Their team includes multiple engineers as well as an energy code lead providing the required knowledge to carry out the full scope requested in the RFP. Their experience includes, but is not limited to, creating and carrying out training, hosting

zero-carbon municipal workshops, and energy modeling and data analytic sustainability services for cities such as Boston.

Core Priorities:

Fiscal Stability

Though the total grant award to the City is $160,230, the agreement with Thorton Tomasetti is for a maximum $150,000. The additional grant funding of $10,230 has been reserved to cover staff time related to training and associated costs for marketing should the City adopt stretch codes as allowed by the parameters of the grant. As this is a reimbursement grant, the financial upfront cost to the City will be $150,000 with an estimated completion time of October 2026; a budget amendment will trail approval of this agreement at the next Council meeting.

Environmental Sustainability

The goal of this project is to familiarize staff and external stakeholders as to what adoption would entail and to quantify the greenhouse gas benefits to determine if it will help reach the City's climate goals. The work allows the City to answer questions asked by City Council and build staff capacity in preparation for potential adoption of stretch codes in the future with no requirement to do so. Entering a contract with Thorton Tomasetti allows the City to analyze the greenhouse gas impact of adopting Stretch Code, ICC appendices, and the current Code. Further, the City would get an understanding via projected trajectories of how each scenario will impact the City's current goal of net-zero by 2035 and the option of getting to net-zero by 2050. Overall, it provides meaningful greenhouse gas data on the impact of adoption long-term, and provides additional clarity and education on the pros and cons of stretch code adoption for residents as well as commercial properties including small businesses.

Attachments:

1. Resolution Approving Agreement with Thornton Tomasetti
2. Exhibit A to Resolution: HP Professional Services Agreement with Thornton Tomasetti
3. Thornton Tomasetti Scope of Work

CITY OF HIGHLAND PARK

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THORNTON TOMASETTI, INC., OF NEW YORK, NEW YORK, FOR ILLINOIS ENERGY STRETCH CODE ENGINEERING SERVICES

WHEREAS, the City has identified the need to retain a consultant to provide energy code analysis, training, public engagement, and a greenhouse gas study to support the adoption and implementation of the Illinois Energy Stretch Code for both residential and commercial buildings under the Illinois Climate Pollution Reduction Grants, including the Stretch Code Adoption Grant (collectively, the ***"Services"***); and

WHEREAS, the City issued a request for proposals for the award of a contract for the provision of the Services; and

WHEREAS, the City has determined that the proposal submitted by Thornton Tomasetti, Inc., of New York, New York (***"Consultant"***), is the most appropriate for the performance of the Services; and

WHEREAS, the City and the Consultant desire to enter an agreement for provision of the Services by Consultant (***"Agreement"***); and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City to enter into the Agreement with the Consultant;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF AGREEMENT. The Agreement by and between the City and the Consultant is hereby approved in substantially the form attached to this Resolution as **Exhibit A**.

SECTION THREE: EXECUTION OF AGREEMENT. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest the Agreement with the Consultant upon receipt by the City Clerk of at least one original copy of the Agreement executed by the Consultant; provided, however, that if an executed copy of the Agreement is not received by the City Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest the Agreement will, at the option of the City Council, be null and void.

SECTION FOUR: EFFECTIVE DATE: This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the City Council.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

AGREEMENT

CITY OF HIGHLAND PARK
PROFESSIONAL SERVICES AGREEMENT
FOR ILLINOIS ENERGY STRETCH CODE ENGINEERING SERVICES

THIS AGREEMENT (***"Agreement"***) is dated as of the ____ day of _____, 2026 (***"Effective Date"***) and is by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation (***"City"***), and **THORNTON TOMASETTI, INC.**, an New York corporation (***"Consultant"***) (collectively, the ***"Parties"***).

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the City statutory and home rule powers, the Parties agree as follows:

SECTION 1. SCOPE AND PROVISION OF SERVICES.

A. Engagement of the Consultant. The City hereby engages the Consultant to provide all necessary professional consulting services and to perform the work in connection with the project described as follows: provide energy code analysis, training, public engagement, and a greenhouse gas study to support the adoption and implementation of the Illinois Energy Stretch Code for both residential and commercial buildings under the Illinois Climate Pollution Reduction Grants, including the Stretch Code Adoption Grant (collectively, the ***"Services"***).

B. Services. The Consultant has submitted to the City a description of the Services to be provided by the Consultant, a copy of which is attached as ***Exhibit A*** to this Agreement (***"Scope of Services"***). The Consultant must provide the Services pursuant to the terms and conditions of this Agreement and as described more fully in the Scope of Services.

C. Commencement; Time of Performance. The Consultant will commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (***"Commencement Date"***). The Consultant will diligently and continuously prosecute the Services until the completion of the Services or the termination of this Agreement, but in no event later than October 31, 2026 (***"Time of Performance"***).

D. Reporting. The Consultant will regularly report to the City regarding the progress of the Services during the term of this Agreement.

E. Relationship of the Parties. The Consultant will act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement will be construed to: (i) create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and the Consultant; or (ii) create any relationship between the City and any subcontractor of the Consultant.

F. Information Releases. The Consultant will not issue any news releases or other public statements regarding the Services without prior approval from the City.

G. Mutual Cooperation. The City will cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with any non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance of the Services to complete the Work and with any other the Consultants engaged by the City.

H. Compliance with Laws and Grants.

1. The Consultant will give all notices, pay all fees, and take all other actions that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required or necessary in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*., and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. The Consultant will also comply with all conditions of any federal, state, or local grant received by City or the Consultant with respect to this Agreement or the Services.

2. The Consultant will be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part of the Services.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

A. Compensation. The total amount billed by the Consultant for the Services under this Agreement will not exceed $150,000.00 (***"Compensation"***), as outlined in the Scope of Services, plus reimbursable expenses as identified in the Scope of Services, without the prior express written authorization of the City.

B. Invoices and Payment. The Consultant will be paid as provided in the Scope of Services. The Consultant will submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The City will pay to the Consultant the amount billed in accordance with the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*

C. Records. The Consultant will maintain records showing actual time devoted and costs incurred, and will permit the authorized representative of the City to inspect and audit all data and records of the Consultant for work done under this Agreement. The records required to be made available to the City under this Section 2.C will be made available at reasonable times during the term of this Agreement, and for five years after the termination of this Agreement.

D. Claim in Addition to Compensation. If the Consultant claims a right to additional compensation as a result of action taken by the City, the Consultant must provide written notice to the City of the claim within seven days after occurrence of the action, and no claim for additional compensation will be valid unless made in accordance with this Section 2.D. Any changes in the Compensation will be valid only upon written amendment pursuant to Section 10.A of this Agreement. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant will proceed with all of the Services required to complete the Services under this Agreement as determined by the City without interruption.

E. Taxes, Benefits, Royalties. The Compensation includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services, including, without limitation, all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the

use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. The Consultant waives and releases any claim or right to claim additional compensation by reason of the payment of any tax, contribution, premium, costs, royalties, or fees.

F. Completion and Acceptance of Services. The Services, and any phase of the Services, will be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be.

G. Additional Services. The City will not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement (***"Additional Services"***), regardless of whether the Additional Services are requested or directed by the City, except upon the prior written consent of City Manager after approval in accordance with applicable procedures.

H. No Additional Obligation. The City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

SECTION 3. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The employees, officials, and personnel of the Consultant described in the Scope of Services (***"Key Project Personnel"***), if any, will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel may not be changed without the City prior written approval. The Consultant will notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant will have no claim for damages and may not bill the City for additional time and materials charges as the result of any portion of the Services that must be duplicated or redone due to termination or for any delay or extension of the Time of Performance as a result of any termination, reassigning, or resignation.

B. Availability of Personnel. The Consultant will provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement or in the Scope of Services.

C. Approval and Use of Subcontractors. The Consultant will perform the Services with its own personnel and under the management, supervision, and control of its own organization, unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant will be acceptable to, and approved in advance by, the City. The City approval of any subcontractor or subcontract will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Agreement. All Services performed under any subcontract will be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" will be deemed also to refer to all subcontractors of the Consultant, and every subcontract will include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, then, immediately upon notice from the City, the Consultant will remove and replace the personnel or subcontractor. The Consultant will have no claim for damages, for compensation in excess of the amount contained in this

Agreement or for a delay or extension of the Time of Performance as a result of any removal or replacement.

SECTION 4. TERM OF AGREEMENT.

A. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the City determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion will not constitute a waiver of any rights or claims that the City has, before or after completion, with respect to any breach of this Agreement by the Consultant or any right of indemnification of the City by the Consultant.

B. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant will be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in the Scope of Services.

SECTION 5. CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK PRODUCT AND DOCUMENTS.

A. Confidential Information. In the performance of this Agreement, the Consultant may have access to or receive certain information in the possession of the City that is not generally known to members of the public (***"Confidential Information"***). Confidential Information includes, without limitation, proprietary information, copyrighted material, personal or private data of every kin, financial information, health records and information, maps, and all other information of a personal nature. The Consultant must not use or disclose any Confidential Information without the prior written consent of the City. If the Consultant has any doubt about the confidentiality of any information, then the Consultant must seek a determination from the City regarding the confidentiality of the information. The Consultant and all of its personnel and subcontractors must make and apply all safeguards necessary to prevent the improper use or disclosure of any Confidential Information. At the expiration or termination of this Agreement, the Consultant must promptly cease using, and must return or destroy (and certify in writing destruction of), all Confidential Information, including all copies, whether physical or in any other form, in its possession. The Consultant may not transfer to, store in, or otherwise allow work product containing Confidential Information to be located in any location, whether physical or digital, not under the control of the Consultant. If the Consultant is required, by any government authority or court of competent jurisdiction, to disclose any Confidential information, the Consultant must immediately give notice to the City with the understanding that the City will have the opportunity to contest the process by any means available to it prior to submission of any documents to a court or other third party. The Consultant must cause all of its personnel and subcontractors to undertake and abide by the same obligations regarding Confidential Information as the Consultant.

B. Ownership. The Consultant agrees that all work product, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement will be and remain the exclusive property of the City. At the City request, or upon termination of this Agreement, the Consultant will cause the work product to be promptly delivered to the City. Any outstanding payment obligations may not be used as a basis to withhold work product. The Consultant agrees that, to the extent permitted by law, any and all work product will exclusively be deemed "works for hire" within the meaning and purview of the

United States Copyright Act, 17 U.S.C. § 101 et seq subject to the terms of this Agreement. To the extent any work product does not qualify as a "work for hire," the Consultant irrevocably grants, assigns, and transfers to the City all right, title, and interest in and to the work product in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the City. The Consultant will execute all documents and perform all acts that the City may request in order to assist the City in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product. All of the foregoing items will be delivered to the City upon demand at any time and in any event, will be promptly delivered to the City upon expiration or termination of this Agreement within three days after a demand. In addition, the Consultant will return the City data in the format requested by the City. If any of the above items are lost or damaged while in the Consultant's possession, those items will be restored or replaced at the Consultant's expense.

C. Freedom of Information Act and Local Records Act. The Consultant acknowledges that this Agreement, all documents submitted to the City related to this Agreement, and records in the possession of the Consultant related to this Agreement or the Services may be a matter of public record and may be subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq*., and any other comparable state or federal laws now existing or adopted later (collectively, the ***"Disclosure Laws"***). In the event that the City requests records from the Consultant, the Consultant shall promptly cooperate with the City to enable the City to meet all of its obligations under the applicable Disclosure Law. The Consultant acknowledges and agrees that the determination as to whether information in the records is exempt from disclosure or should be released to the public will be made by the City in its sole and absolute discretion.

D. Injunctive Relief. In the event of a breach or threatened breach of this Section 5, the City may suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, the Consultant agrees that the City will be entitled to seek immediate injunctive relief to prevent or curtail any breach, threatened or actual. The rights provided under this Section 5.D are in addition and without prejudice to any rights that the City may have in equity, by law or statute. The Consultant will fully cooperate with the City in identifying the scope of any improper use or dissemination of data protected by this Section 5 and will assist the City in any notification efforts required by law.

SECTION 6. WARRANTY.

The Consultant warrants that the Services will be performed in accordance with the highest standards of professional practice, care, skill, and diligence practiced by recognized consulting firms or licensed and accredited professionals in performing services of a similar nature. This warranty is in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are reserved unto the City. Any of the Services required by law or by this Agreement to be performed by licensed professionals will be performed by professionals licensed by the State of Illinois to practice in the applicable professional discipline.

SECTION 7. CONSULTANT REPRESENTATIONS.

A. Ability to Perform. The Consultant represents that it is financially solvent, has the necessary financial resources, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services

in accordance with this Agreement and in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

B. Authorization. The execution, delivery and performance by the Consultant of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its organizational documents, as amended and supplemented, any of the applicable requirements of law, or constitute a breach of or default under, or require any consent under, any agreement, instrument, or document to which the Consultant is now a party or by which the Consultant is now or may become bound.

C. Company Background. The information disclosed by the Consultant regarding its corporate structure, financial condition, expertise, and experience is true and correct. The Consultant will promptly notify City in writing of any material change to or about the Consultant, including without limitation to change in ownership or control, and any change will be subject to City approval which will not be unreasonably withheld.

D. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no City employee, official, or agent has an interest in the business of the Consultant or this Agreement; (2) as of the date of this Agreement, neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

E. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 *et seq. The Consultant* represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant will be liable to the City for all loss or damage that the City may suffer, and this Agreement will, at the City option, be null and void.

F. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

G. No Default. The Consultant is not in arrears to the City under any debt or contract and is not in default as surety, contractor, or otherwise to any person, unless as disclosed the City in writing.

H. No Legal Actions Preventing Performance. As of the Effective Date, the Consultant has no knowledge of any action, suit, proceeding, claim or investigation pending or to its knowledge threatened against the Consultant in any court, or by or before any federal, state, municipal, or governmental department, commission, board, bureau, agency, or instrumentality,

domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, would materially affect the Consultant's ability to perform its obligation under this Agreement.

I. Patriot Act Compliance. The Consultant represents and warrants to the City that neither the Consultant nor any of its principals, shareholders, or other employees or officials (collectively ***"Personnel"***) is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants that the Consultant and its Personnel are not directly or indirectly engaged in or facilitating transactions related to this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant must, and will, defend, indemnify, and hold harmless the City and its officials, officers, authorities, and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys from and against every claim, damage, loss, risk, liability, and expense (including attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this Section 7.I.

SECTION 8. INDEMNIFICATION; INSURANCE; NO PERSONAL LIABILITY.

A. Indemnification. The Consultant agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with this Agreement or the Consultant's performance, or failure to perform, all or any part of the Services; provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City.

B. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant will provide certificates of insurance, all with coverages and limits acceptable to the City, and the Consultant must provide certificates of insurance, endorsements, and insurance policies acceptable to the City and including at least the minimum insurance coverage and limits set forth in **Exhibit B** to this Agreement. For good cause shown by the Consultant, the City may extend the time for submission of the required certificates, endorsements, and policies and may impose deadlines or other terms to assure compliance with this Section 8.B. Each certificate and endorsement must be in a form acceptable to the City and from a company with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Each insurance policy must provide that no change, modification, or cancellation of any insurance will become effective until the expiration of 30 days after written notice of the change, modification in, or cancellation will have been given by the insurance company to the City (10 days' written notice in the event of cancelation due to the Consultant's non-payment of premium). The Consultant must maintain and keep in force, at all times during the term of this Agreement and at the Consultant's expense, the insurance coverage provided in this Section 8.B and **Exhibit B**, including without limitation at all times while correcting any failure to meet the warranty requirements of Section 6 of this Agreement.

C. No Personal Liability. No elected or appointed official, or employee of the City will be personally liable, in law or in contract, to the Consultant as the result of the execution and performance of this Agreement.

SECTION 9. DEFAULT.

A. Default. If the City determines that the Consultant has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement (***"Event of Default"***), and fails to cure any the Event of Default within ten days after the Consultant's receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under Section 9.B of this Agreement.

B. Remedies. In case of any Event of Default, the City may pursue the following remedies:

1. Cure by the Consultant**.** The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement;

2. Termination of Agreement. The City may terminate this Agreement and, notwithstanding anything in Section 3.C. of this Agreement, the City will not have any liability for further payment of amounts due or to become due under this Agreement;

3. Withholding of Payment**.** The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

SECTION 10. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

C. City Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the City may only be performed by the City Manager or their designee, to the extent provided for by law.

D. Binding Effect. The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

E. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c)

three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the City will be addressed to, and delivered at, the following address:

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attention: ***[CONTRACT ADMINISTRATOR]***
E-mail: _____

With a copy to:

Elrod Friedman LLP
350 N. Clark Street, Second Floor
Chicago, Illinois 60654
Attention: Steven M. Elrod, Corporation Counsel
E-mail: steven.elrod@elrodfriedman.com

Notices to the Consultant will be addressed to, and delivered at, the following address:

Thornton Tomasetti, Inc.
600 W. Fulton Street, Suite 705
Chicago, Illinois 60661
Attention: ***[PROJECT SUPERVISOR]***
Email: _____

F. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Consultant and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

G. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the City will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

H. Time of the Essence. Time is of the essence in the performance of this Agreement.

I. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Lake County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties

waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Lake County, Illinois.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Scope of Services and the Services.

L. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

M. Exhibits. Exhibits A and **B** attached to this Agreement are, incorporated in and made a part of this Agreement. In the event of a conflict between any Exhibit and the text of this Agreement, the text of this Agreement will control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

O. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Survival. The provisions of Sections 2.C, 5, and 8 will survive the termination or expiration of the Agreement.

R. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

By: _____
City Clerk

CITY OF HIGHLAND PARK

By: _____
City Manager

ATTEST:

By:_____

Title:_____

CONSULTANT

By: _____

Its: _____

EXHIBIT A

PROPOSAL

[TO BE PREPARED BY THE CONSULTANT AND ACCEPTABLE TO CITY]

[WILL INCLUDE SCHEDULE]

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$500,000 injury-per occurrence

$500,000 disease-per employee

$500,000 disease-policy limit

Insurance will evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented.

All employees will be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis.

Coverages will include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement)

D. Professional Liability Insurance. With a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering the Consultant against all sums that the Consultant may be obligated to pay on account of any liability arising out of this Agreement.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

F. Owner as Additional Insured. City will be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each additional Insured endorsement will identify City as follows: City of Highland Park including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, the Consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to City, the following parties will be named as additional insured on the following policies:

Additional Insured	Policy or Policies
_____	_____
_____	_____
_____	_____

GEOGRAPHIC INFORMATION SYSTEMS TECHNOLOGY RIDER

The City has developed digital map information through Geographic Information Systems Technology (***"GIS Data"***) concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the GIS Data, subject to the following conditions:

1. **Limited Access to GIS Data.** The GIS Data provided by the City will be limited to the scope of the Work that the Consultant is to provide for the City;

2. **Purpose of GIS Data. The Consultant** will limit its use of the GIS Data to its intended purpose of furtherance of the Work; and

3. **Agreement with Respect to GIS Data.**

a. **Trade Secrets of the City.** The GIS Data constitutes proprietary materials and trade secrets of the City and is the property of the City;

b. **Consent of City Required.** The Consultant may not provide or make available the GIS Data in any form to anyone without the prior written consent of the City.

c. **Supply to City.** At the request of the City, the Consultant will provide the City with all information that has been developed by the Consultant based on the GIS Data;

d. **No Guarantee of Accuracy.** The City makes no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the Consultant's intended use of the GIS Data; and

e. **Discontinuation of Use.** At the time as the Services have been completed to the satisfaction of the City, the Consultant will cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the City will be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

Thornton Tomasetti

Via email: aknight@cityhpil.com

January 30th, 2026

Austin Knight
Sustainability Manager
City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035

RE: PROPOSAL FOR IL ENERGY STRETCH CODE ENGINEERING SERVICES
CITY OF HIGHLAND PARK, IL

Dear Austin,

Thornton Tomasetti is pleased to provide this proposal for Illinois Energy Stretch Code Engineering Services, in response to the request for proposal from the City of Highland Park, IL (the "Client").

I. PROJECT DESCRIPTION

We understand the Project is as defined in the request for proposal (RFP) from the City of Highland Park, IL dated December 3rd, 2025.

The City of Highland Park, IL is seeking an engineering partner to provide energy code analysis, training, public engagement, and a greenhouse gas (GHG) study to support adoption and implementation of the Illinois Energy Stretch Code for both residential and commercial buildings, under the Illinois Climate Pollution Reduction Grants: Stretch Code Adoption Grant.
The work must:

A. Compare the City's current code to the Illinois Energy base code, Illinois Energy Stretch Code, ICC appendices, and any additional local requirements, and clarify "trajectories" for each pathway.

B. Identify how each pathway affects the City's Strategic Plan net-zero by 2035 goal and the ICC glide path to net-zero by 2050, including treatment of existing buildings and small businesses.

C. Deliver in-person and virtual engagement events for commercial developers, residents and key stakeholders, addressing costs, incentives and environmental, financial and social benefits.

D. Provide training and verifiable certification for 6–8 Community Development staff demonstrating understanding of stretch code implementation and enforcement-structured as continuing education and developed by the engineer to meet the City's intent.

E. Quantify potential GHG reductions from anticipated new construction and major renovations under the selected pathway(s) and recommend a realistic net-zero target year, while assisting with grant-related record-keeping and reporting.

II. CAPABILITIES AND SERVICES

Thornton Tomasetti works as an integrated firm in which expertise across all our offices and practices can be brought to bear on the evaluation, design and construction of a project of any type, scale or complexity. As illustrated in the Exhibit "Thornton Tomasetti's Capabilities and Services", which summarizes our practices, Thornton Tomasetti is uniquely qualified to assist the design team in achieving its goals.

III. SCOPE OF SERVICES

Our scope of services for this project is summarized as a phased approach aligned directly with the RFP scope items, Q&A clarifications, and the Q2/Q3 2026 deadlines. The workplan is organized into six integrated tasks.

Task 1: Project kickoff and workplan

A. Hold a virtual kickoff meeting with City staff to confirm:

1. Project goals, success metrics and decision points.
2. Current code language and enforcement practices.
3. Access to ClearPath 2.0 emissions data and any prior climate or energy studies.
4. Available information on planned development and major renovations.

B. Develop a detailed workplan and schedule that:

1. Tracks Q2 2026 completion of the energy code analysis.
2. Tracks Q3 2026 completion of incentives analysis, engagement, training, GHG study and final reporting.
3. Integrates City review cycles and potential interim grant updates.

C. Deliverables

1. Kickoff meeting summary and confirmed workplan (scope, schedule, communications).

Task 2: Energy code and trajectory analysis (RFP Scope Item 1)

A. Document the current Highland Park energy code baseline, including local amendments and permitting workflows.

1. Compare Illinois Energy base code, Illinois Energy Stretch code, and relevant ICC appendices and additional requirements.

B. Develop trajectory scenarios that show, for each pathway:

1. Key changes to requirements by building type (residential, commercial, small business).

2. Likely design and cost implications.

3. Modeled progress toward the City's net-zero by 2035 goal and ICC 2050 glide path.

C. Highlight unknowns and risks related to stretch code adoption for commercial properties and small businessesnand identify topics to be addressed in engagement events.

D. Deliverables (by end of Q2 2026)

1. Technical memo summarizing code comparison, trajectories and implications for net-zero.

2. Visual code comparison tables/graphics to support staff, leadership and stakeholder communication.

Task 3: Incentives and treatment of existing buildings (RFP Scope Item 2)

A. Inventory and evaluate available incentives and funding (federal, state, utility, regional) relevant to stretch-code-aligned new construction and retrofits.

1. Analyze the role of incentives in:

a) Reducing first-cost barriers for developers and small businesses.

b) Supporting equitable treatment of existing buildings and legacy stock.

2. Recommend how the City can integrate incentives into:

a) Public engagement messaging.

b) Permitting guidance and checklists.

c) Communications with small businesses and homeowners.

B. Deliverables (by end of Q3 2026)

1. Incentives and funding strategy memo, including example "stacked incentive" pathways for representative project types.

Task 4: Public engagement and education (RFP Scope Item 3)

A. Co-design an engagement plan with City staff that includes:

1. At least five (5) in-person events and five (5) virtual events (total 10), consistent with the City's stated preference.

a) Included in the five (5) in-person events are two (2) in which Prudence Ferreira is in attendance along with the City Council.

b) Included in the five (5) virtual events is one (1) in which Prudence Ferreira is in virtual attendance with the City of Highland Park's Sustainability Advisory Group.

2. Events held primarily in the evening during May–June, coordinated with City staff to maximize attendance.

3. Sessions tailored for developers/small businesses, residents, and broader stakeholders.

B. Thornton Tomasetti will design and run the events, while the City provides physical space and needed equipment (tables, projectors, microphones, etc.).

C. Prepare accessible materials that address:

1. Costs and implications of adopting the stretch code.

2. Environmental, financial and social benefits.

3. Available incentives and how to access them.

D. Where feasible, structure developer-focused sessions to qualify for Continuing Education Credits (CEUs) and coordinate with relevant professional organizations for approval.

E. Deliverables (by end of Q3 2026)

1. Engagement plan and confirmed event schedule.

2. Slide decks, handouts and CEU documentation (if applicable).

3. Brief engagement summary capturing attendance, key questions and themes.

Task 5: Staff training and verifiable certification (RFP Scope Item 4)

A. Design onsite and/or virtual training for 6–8 Community Development staff focused on:

1. Illinois Energy Stretch Code and relevant ICC appendices.

2. Plan review, inspection and documentation workflows.

3. Application of new and evolving energy use and efficiency requirements.

4. Coordination with other City departments and enforcement processes.

B. Structure the training as continuing education, with content targeted at keeping staff current on new energy-use and code developments, consistent with the City's intent.

C. Develop knowledge checks or short assessments to verify understanding.

D. Create a verifiable certification framework—developed by our team in coordination with the City—that documents each employee's completion of the curriculum and demonstrated understanding of stretch code implementation and enforcement.

E. Deliverables (by end of Q3 2026)

1. Training agenda, curriculum and materials (slides, examples, checklists).

2. Completed knowledge checks/assessments.

3. Individual certificates for each participating staff member and a summary training report.

Task 6: GHG reduction study, net-zero target, and grant documentation (RFP Scope Items 5–6)

A. Using the selected code pathway(s), City growth assumptions, ClearPath 2.0 data and information on planned projects and major renovations, conduct a GHG reduction study that estimates:

1. Emissions reductions attributable to code-driven changes in new construction and major renovations.

2. Comparative performance of alternative code trajectories with respect to GHG outcomes.

B. Recommend a realistic net-zero target year aligned with the City's Strategic Plan, ICC glide path and quantified reduction potential.

1. Prepare a final combined report that includes:

2. Energy code analysis and trajectories.

3. Incentives analysis and recommendations.

4. Engagement and training summaries.

5. GHG reduction study and net-zero target recommendation.

C. Support the City's grant record-keeping and reporting by:

1. Providing organized digital files for all deliverables and supporting calculations.

2. Supplying interim progress updates, as requested, summarizing work to date and how grant dollars are being used (short narrative memos suitable for grant reporting).

D. Deliverables (by end of Q3 2026)

1. GHG reduction and net-zero target report section.

2. Final integrated report suitable for grant record-keeping.

3. Optional interim progress memos summarizing work to date and grant spend.

IV. PROJECT SCHEDULE

A. Schedule:

This proposal is based on the following schedule for the project as provided by the Client:

Project Milestone	Duration	Timeline
Task 1: Project kickoff and workplan	3 weeks	2/2026
Task 2: Energy code and trajectory analysis	10 weeks	2/2026 – 7/2026
Task 3: Incentives and treatment of existing buildings	2 weeks	3/2026 – 7/2026
Task 4: Public engagement and education	8 weeks	5/2026 – 6/2026
Task 5: Staff training and verifiable certification	4 weeks	7/2026 – 8/2026
Task 6: GHG reduction, net-zero, and grant documentation	8 weeks	7/2026 – 10/2026

V. FEES

Basic Fee for Scope of Services

Based on the above-assumed schedule, we propose to provide the Base Scope of Services for the lump sum fee of $150,000.00 (ONE-HUNDRED AND FIFTY- THOUSAND DOLLARS).

Base Scope Tasks	Fee
Task 1: Project kickoff and workplan	$14,000
Task 2: Energy code and trajectory analysis	$42,000
Task 3: Incentives and treatment of existing buildings	$9,000
Task 4: Public engagement and education	$32,000
Task 5: Staff training and verifiable certification	$17,000
Task 6: GHG reduction study, net-zero target and grant documentation	$36,000
TOTAL	**$150,000**

TT invoices for the Basic Fee will be invoiced monthly proportional to completion of TT's scope of work

A. **Expenses**

No reimbursable expenses are anticipated for this project. However, the following expenses would be in addition to the Basic Fee and will be billed to the Client at our cost:

1. If any travel is requested by the City of Highland Park that is outside of the city limits, the out-of-town travel and living and related expenses.

    a) Local travel between Chicago, IL and Highland Park, IL is included in current scope of work.

2. Any travel expenses requested for Prudence Ferreira's onsite attendance beyond what is included in the current scope of work.

3. Deliverables and reviewed submittals will be transferred via electronic means whenever possible. Plotting and reproductions requests by Client or Owner will be electronically forwarded to an outside reproduction facility, and the cost will be charged to the Client.

    a) Scope of work includes printouts and handouts for community events, staff training, and reports as well as presentation boards if required.

4. Fees and expenses for securing approvals of governing authorities having jurisdiction over the Project.

5. Consultants, physical models, 3-dimensional flythrough and special presentation materials.

EXHIBIT A
CLIENT AND OWNER RESPONSIBILITY

To facilitate the seamless progression of the Project, TT's proposal is based on the assumption that the Client will be responsible for the following information:

1. Provide baseline and projected emissions data and related information needed to complete the energy code analysis, GHG reduction study, and net-zero target, including: baseline and projected emissions, remaining CO2e reductions required to meet the City's net-zero target via the ClearPath 2.0 platform, and information on current and planned energy growth, including City projects and other known future developments.

2. Designate a primary project contact and review team; attend the kickoff meeting; and review and comment on draft deliverables in time to meet the agreed schedule.

3. Provide logistical support for public engagement events, including physical space and necessary equipment (tables, projectors, microphones, etc.) for in-person and virtual sessions.

4. Make 6–8 Community Development staff available for training, knowledge checks and certification related to the Illinois Energy Stretch Code and associated enforcement workflows.

5. Use Thornton Tomasetti's organized digital deliverables, calculations and interim progress memos to help meet grant record-recordkeeping and reporting needs; the City remains responsible for all grant submissions.

6. Timely review and decision-making. Review interim and final deliverables (including technical memoranda, engagement plans and schedules, training materials, GHG reduction analyses and the final integrated report) and provide timely direction and decisions necessary to maintain the agreed project schedule.

EXHIBIT B
ADDITIONAL SERVICES

While TT is capable of performing many of the following services, they are not included in the proposed Scope of Services and are not included in the Basic Fee. If requested, we would be pleased to provide separate proposals for these services TT may be contracted to perform the following additional services, unless noted otherwise.

1. Translation of materials into or from a language other than English.
2. Travel outside of Illinois, beyond scope indicated in Scope of Services.
3. Professional consulting services relative to work which is outside the scope of our work required for this project.
4. Services required due to project changes including, but not limited to, changes in the following: scope, schedule, or complexity.
5. Revisions for work which has already been completed and approved.
6. Engineering services for future facilities, systems and equipment that are not within the scope of this project.
7. Serving as an expert witness or consultant in connection with any public or private hearing, arbitration or legal proceeding.
8. Services provided after the earlier of the issuance of the final Certificate of Payment for construction or 60 days after the date of Substantial Completion of the work.
9. Public engagement meetings, workshops or trainings in excess of those described in scope.
10. Substantive revisions to completed analyses or deliverables due to changes in code requirements, policies, or project assumptions after our work is complete.
11. Additional technical studies, modeling, or implementation support beyond the energy code analysis, incentives review, engagement, training, and GHG reduction study included in the current scope.

EXHIBIT D
THORNTON TOMASETTI'S CAPABILITIES AND SERVICES

Thornton Tomasetti provides engineering design, investigation and analysis services to clients worldwide on projects of every size and level of complexity. Through our 10 complementary practices, Thornton Tomasetti addresses the full life cycle of a structure. Dating back to 1949, today we are a 1,500-person organization of engineers, architects, sustainability practitioners and support professionals collaborating from offices across the United States, Canada and in Asia-Pacific, Europe, Latin America and the Middle East. We are leaders in engineering innovation and aspire to be one of the most sustainable firms in our industry in the way we design our projects and in how we operate as a responsible business.

Structural Engineering
We collaborate with architects, owners and builders to design elegant solutions for projects of all types – from the tallest buildings and longest spans to inventive structures and expansions. We seek the best balance among the demands of form, function, sustainability, constructability, schedule and budget.

Construction Engineering
We work closely with designers, developers, contractors, fabricators and erectors to efficiently move a project from concept to close-out. Our services include integrated design and fabrication modeling, connection design, erection engineering, crane engineering, field engineering and site representation.

Façade Engineering
We apply our expertise in systems and materials to integrate façade and structural design in new buildings, renovations and recladding projects. We help solve design challenges, improve constructability, maximize efficiency and increase security. Through 3D parametric and building information modeling we can work with manufacturers to design, consult, engineer and install systems.

Sustainability
We partner to integrate green solutions into the planning, design, construction and operation of buildings to reduce their environmental impact. Our services include sustainable design strategies, energy analysis, green building certification consulting, sustainability analysis and upgrades for existing structures, and education and training.

Renewal
Our experts provide building owners with a wide range of envelope, structural, mechanical, electrical, plumbing and fire protection services. We conduct performance investigations, condition assessments, due diligence surveys, feasibility studies and peer reviews. We design repairs, renovations and alterations and oversee their execution.

Forensics
We assist attorneys, property managers, owners, contractors / manufacturers and design professionals with engineering and architectural forensic services. As design professionals, we evaluate for standard of care; as forensic specialists, we seek root cause; as problem solvers, we seek resolution. We provide reports, expert testimony, calculations / drawings and computer models and simulations.

Property Loss Consulting
We help insurers analyze pre- and post-loss risks and claims. Our architects, structural engineers and MEP experts provide investigation of damage including cause and origin analysis, engineering assessment for

reinstatement of damaged buildings, building code upgrade analysis and specialized claim response. We also provide expert reports and testimony based on our investigations.

Applied Science
Our engineers and scientists apply technologies and expertise in solid and fluid dynamics, mechanics, materials, acoustics, stochastics, software development and computational simulation to engineer solutions to intractable problems. We perform research, development and design to manage risks to life and structures in buildings, infrastructure and vehicles.

Protective Design and Security
We provide physical security analysis, advice and design to architects, owners, developers and public agencies. We assess vulnerability and provide balanced, economical mitigation. We collaborate to achieve solutions that deliver the required level of protection while upholding project aesthetic and budgetary goals.

Transportation
We provide analysis, design, inspection, evaluation, monitoring and rehabilitation for a variety of projects including aviation, bridge, waterfront, rail, intermodal, street and tunnel. Our expertise in structural, civil and geotechnical engineering supports client needs for both new and existing transportation structures.

Thornton Tomasetti

CHICAGO BILLING RATES

TITLE	HOURLY BILLING RATE
ADMINISTRATIVE SUPPORT STAFF	$155.00
BUILDING INFORMATION MODELER	$265.00
ENGINEER/DESIGNER	$270.00
SENIOR ENGINEER/DESIGNER	$290.00
PROJECT ARCHITECT/ENGINEER /DIRECTOR	$340.00
SENIOR PROJECT ARCHITECT/ENGINEER /DIRECTOR	$355.00
ASSOCIATE	$390.00
SENIOR ASSOCIATE	$410.00
VICE PRESIDENT/ ASSOCIATE PRINCIPAL	$480.00
SENIOR VICE PRESIDENT/PRINCIPAL	$505.00
SENIOR PRINCIPAL	$550.00
MANAGING PRINCIPAL	$605.00

Notes: (1) Out-of-pocket expenses including, but not limited to, travel, project-specific IT or telecommunications requirements, third-party printing services, courier service, express mailings, and special consultants, will be billed at our cost

(2) Rates are effective through December 31, 2026.

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Kristi McCaulou, Finance Director

Department: Finance Department

Title: An Ordinance Providing for the Issuance of Not to Exceed $4,100,000 General Obligation Bonds, Series 2026, of the City of Highland Park, Lake County, Illinois, for the Purpose of Financing Various Capital Improvements, Providing for the Levy and Collection of a Direct Annual Tax Sufficient to Pay the Principal and Interest on said Bonds, and Authorizing the Sale of said Bonds to the Purchaser Thereof

Recommendation:
Staff recommends issuance of not to exceed $4,100,000 General Obligation Bonds, Series 2026 (Bonds) to finance street improvements, as well as to pay the costs of issuing the Bonds.

Policy Consideration:
The capital improvements are consistent with the City's priority of investment in public infrastructure. The capital improvements and the Bonds are consistent with the City's 2026 adopted budget. The draft Ordinance authorizing the issuance of the Bonds, all Ordinance attachments, and the Proposed Form of Opinion of Bond Counsel were prepared by the City's bond counsel and reviewed by the City's corporation counsel. The draft Preliminary Term Sheet was prepared by the City's municipal advisor with review of appropriate sections by the City's bond counsel. Staff provided input and reviewed all documents.

The City's municipal advisor communicates that issuance of the Bonds is expected according to the following timetable, given the Bond sale results within the parameters of the preliminary bond ordinance:

Task	Party Responsible	Date
Bond Sale	All Parties	February 17
Bond Ordinance and Notification of Sale filed with County	Bond Counsel and City	By February 27
Closing	All Parties	March 4

Core Priorities:
Fiscal Stability

The City expects to pay principal and interest associated with the Bonds from the City's property tax levy for street improvements. The property tax levy and principal and interest payments are estimated within the City's long-term plans included in the City's 2026 adopted budget.

Attachments:

1. Highland Park - 2026 Bond Ordinance 4904-9467-2268 v2
2. Attachment 2 - Highland Park (City), GO Bonds, Series 2026 - PTS
3. Attachment 3 - Highland Park - Form of Bond Counsel Opinion 4917-7264-8333 v2

ORDINANCE NUMBER O___ - 2026

AN ORDINANCE providing for the issuance of not to exceed $4,100,000 General Obligation Bonds, Series 2026, of the City of Highland Park, Lake County, Illinois, for the purpose of financing various capital improvements, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

WHEREAS, by virtue of its population and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (the *"Constitution"*), the City of Highland Park, Lake County, Illinois (the *"City"*), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt; and

WHEREAS, pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval; and

WHEREAS, Article V of Chapter 97 of the Highland Park City Code incorporates procedures to be followed in the borrowing of money for public purposes of the City and in evidence of such borrowing the issuing of full faith and credit bonds of the City without referendum approval (said Article V being referred to hereinafter as the *"City Code Provisions"*); and

WHEREAS, the Council of the City (the *"Council"*) has considered the needs of the City and has determined and does hereby determine that it is necessary, desirable and in the best interests of the City to borrow at this time the sum of not to exceed $4,100,000 for the purpose of financing capital improvements in and for the City, including street improvements (collectively, the *"Project"*); and

WHEREAS, it is in the best interests of the City to issue bonds of the City in the aggregate principal amount of not to exceed $4,100,000 to evidence said borrowing and for the purpose of paying costs of the Project:

NOW THEREFORE BE IT ORDAINED by the Council of the City of Highland Park, Lake County, Illinois, in the exercise of its home rule powers and in accordance with the City Code Provisions, as follows:

Section 1. Incorporation of Preambles; Determination to Issue Bonds. The Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference. It is necessary and in the best interests of the City to finance the Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue bonds for such purpose. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the City, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the applicable provisions of the Illinois Municipal Code, as amended (the *"Municipal Code"*), as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Constitution and the City Code Provisions adopted pursuant to such home rule powers, and as further supplemented by the Local Government Debt Reform Act, as amended (the *"Reform Act"*) (collectively, the Municipal Code, constitutional home rule powers, City Code Provisions and Reform Act being the *"Act"*). In accordance with the City Code Provisions, the findings and the determinations of the Council set forth in this Ordinance are deemed conclusive.

Section 2. Authorization. It is hereby found and determined that the Council has been authorized by law to borrow an amount not to exceed $4,100,000 upon the credit of the City and as evidence of such indebtedness to issue bonds of the City to said amount, the proceeds of said

bonds to be used for the Project, and that it is necessary and for the best interests of the City that there be issued not to exceed $4,100,000 of the bonds so authorized, and the findings and determinations in this Section, together with those set forth in the preambles to this Ordinance, shall be deemed conclusive.

Section 3. Bond Details. There be borrowed by for and on behalf of the City an amount not to exceed $4,100,000 for the purpose aforesaid, and that bonds of the City shall be issued to said amount and shall be designated "General Obligation Bonds, Series 2026" (the *"Bonds"*), with any further series designation as shall be set forth in the Bond Notification (as hereinafter defined). The Bonds shall be dated such date (as set forth in the Bond Notification), and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of $5,000 each or authorized integral multiples thereof unless otherwise set forth in the Bond Notification (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward.

The Bonds shall become due and payable serially or be subject to mandatory redemption (subject to prior redemption as hereinafter described) on December 30 (unless otherwise set forth in the Bond Notification) of each of the years (not later than 2027), in the amounts (not exceeding $2,250,000 per year) and bearing interest at the rates (not exceeding 5.00% per annum) as set forth in the Bond Notification.

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Bond Notification, and on June 30 and December 30 of each year thereafter to maturity.

Interest on each Bond shall be paid by check or draft of the bond registrar and paying agent, the same being a bank or trust company authorized to do business in the State of Illinois, the Purchaser (as hereinafter defined) or the Treasurer of the City (the "*Treasurer*") as set forth in the Bond Notification (the *"Bond Registrar"*), payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month of the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the designated office of the Bond Registrar.

Section 4. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor (the *"Mayor"*) and attested by the manual or facsimile signature of its City Clerk (the *"City Clerk"*), as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5. Registration of Bonds; Persons Treated as Owners. (a) *General*. The City shall cause books (the *"Bond Register"*) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the designated office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds. Upon surrender for transfer of any Bond at the designated office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or his or her attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however,* the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto (*"Cede"*), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (*"DTC"*). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. Any officer of the City who is a signatory on the Bonds, along with the Finance Director of the City (the *"Finance Director"*), is authorized to execute and deliver, on behalf of the City, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the *"Representation Letter"*), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the City and the Bond Registrar shall have no responsibility or obligation to any

broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a *"DTC Participant"*) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The City and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the City to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3

hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month of the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the City, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason, or (iii) the City determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the City, or such depository's agent or designee, and if the City does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 5(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 6. *Redemption*. (a) *Optional Redemption*. All or a portion of the Bonds due on and after the date, if any, specified in the Bond Notification shall be subject to redemption prior to maturity at the option of the City from any available funds, as a whole or in part, and if in part in integral multiples of $5,000 in any order of their maturity as determined by the City (less than all

of the Bonds of a single maturity to be selected by the Bond Registrar), on the date specified in the Bond Notification, and on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption.

(b) *Mandatory Redemption*. The Bonds maturing on the date or dates, if any, indicated in the Bond Notification shall be subject to mandatory redemption, in integral multiples of $5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on December 30 of the years, if any, and in the principal amounts, if any, as indicated in said Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the City may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Council shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

(c) *General.* The Bonds shall be redeemed only in the principal amount of $5,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount, maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection

for redemption of Bonds or portions thereof so that any $5,000 Bond or $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 Bond or $5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 7. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated office of the Bond Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the City shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 8. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraph [6] and the paragraphs thereafter as shall be appropriate shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
NO. _____

REGISTERED
$_____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF LAKE

CITY OF HIGHLAND PARK

GENERAL OBLIGATION BOND, SERIES 2026

See Reverse Side for Additional Provisions.

Interest Rate: ____%	Maturity Date: December 30, 20__	Dated Date: _____, 2026	CUSIP: _____

Registered Owner: CEDE & CO.

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS that the City of Highland Park, Lake County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the *"City"*), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above (subject to the right of prior redemption as hereinafter stated), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 30 and December 30 of each year, commencing _____, 20__, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the designated office of

_____, as bond registrar and paying agent (the *"Bond Registrar"*). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar, at the close of business on the 15th day of the month of the interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this Bond both principal and interest at maturity, the full faith, credit and resources of the City are hereby irrevocably pledged.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the hereinafter defined Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, the City of Highland Park, Lake County, Illinois, by its Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

Mayor, City of Highland Park
Lake County, Illinois

ATTEST:

SPECIMEN

City Clerk, City of Highland Park
Lake County, Illinois

[SEAL]

Date of Authentication: _____, 20__

CERTIFICATE
OF
AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Bonds, Series 2026 of the City of Highland Park, Lake County, Illinois.

AMALGAMATED BANK OF CHICAGO,
as Bond Registrar

By SPECIMEN
Authorized Officer

Bond Registrar and Paying Agent:
Amalgamated Bank of Chicago,
Chicago, Illinois

[Form of Bond - Reverse Side]

CITY OF HIGHLAND PARK

LAKE COUNTY, ILLINOIS

GENERAL OBLIGATION BOND, SERIES 2026

[6] This Bond is one of a series of bonds (the *"Bonds"*) issued by the City for the purpose of financing capital improvements in and for the City, including street improvements, and paying expenses incidental thereto, all as described in the ordinance of the City, adopted by the Council of the City on the 9th day of February, 2026, authorizing the Bonds, as supplemented by a notification of sale (the *"Ordinance"*), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as amended (the *"Municipal Code"*); as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970 and the City Code Provisions adopted pursuant to such home rule powers (as defined in the Ordinance); and as further supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended (the *"Reform Act"*) (collectively, the Municipal Code, constitutional home rule powers, City Code Provisions and Reform Act being the *"Act"*), and with the Ordinance, which has been duly approved by the Mayor, and published, in all respects as by law required.

[7] Bonds of the issue of which this Bond is one maturing on and after December 30, 20__, are subject to redemption prior to maturity at the option of the City as a whole, or in part in integral multiples of $5,000 in any order of their maturity as determined by the City (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), on December 30, 20__, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

[8] [Mandatory Redemption provisions, as applicable, will be inserted here.]

[9] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[10] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the designated office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[11] The Bonds are issued in fully registered form in the denomination of $5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the designated office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month of any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[12] The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal

hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assign, and transfers unto_____

	Here insert Social Security Number, Employer Identification Number or other Identifying Number

_____

_____
(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

_____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 9. Sale of Bonds. The Mayor and Finance Director (the *"Designated Representatives"*) are hereby authorized to proceed not later than August 1, 2026, without any further authorization or direction from the Council, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the Treasurer, and, after authentication thereof by the Bond Registrar, be by the Treasurer delivered to the purchaser or purchasers thereof (the *"Purchaser"*) upon receipt of the purchase price therefor, the same being not less than 96.00% of the principal amount of the Bonds (exclusive of original issue discount), plus accrued interest to the date of delivery, if any.

The Purchaser of the Bonds shall be: (a) pursuant to a competitive sale conducted by Speer Financial, Inc., Chicago, Illinois (*"Speer"*), the best bidder for the Bonds; (b) in a negotiated underwriting, a bank or financial institution listed in the Dealers & Underwriters or Municipal Derivatives sections of the most recent edition of *The Bond Buyer's Municipal Marketplace* or (c) in a private placement, (i) a bank or financial institution authorized to do business in the State of Illinois, (ii) a "governmental unit" as defined in the Debt Reform Act or (iii) an "accredited investor" as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended; *provided, however,* that the Purchaser as set forth in either (b) or (c) shall be selected only upon the recommendation of Speer that the sale of the Bonds on a negotiated or private placement basis to the Purchaser is in the best interest of the City because of (i) the pricing of such Bonds by such Purchaser, (ii) then current market conditions or (iii) the timing of the sale of such Bonds; and further *provided,* that a Purchaser as set forth in (c) may be selected through the utilization of a placement agent selected by the Designated Representatives after consultation with Speer if the use of such placement agent is determined by the Designated Representatives to be in the best interest of the City.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the *"Bond Notification"*). In the Bond Notification, the Designated Representatives shall find and determine that the Bonds have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of such Bonds does not exceed the maximum rate otherwise authorized by applicable law. The Bond Notification shall be entered into the records of the City and made available to the Council at the next regular meeting thereof; but such action shall be for information purposes only, and the Council shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of a Bond Notification by the Designated Representatives, the Mayor, City Clerk and Treasurer and any other officers of the City, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the City and the Purchaser (which may be evidenced by an executed bid form) (the *"Purchase Contract"*). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that to the best of the knowledge and belief of the Council, after due inquiry, no person holding any office of the City, either by election or appointment, is in any manner financially interested, either directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by any Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (collectively, the *"Official Statement"*) is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the City are hereby authorized to take any action as may be required on the part

of the City to consummate the transactions contemplated by any Purchase Contract, this Ordinance, any Preliminary Official Statement, and the Official Statement and the Bonds.

Section 10. Tax Levy; Abatement. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the City, in addition to all other taxes, the following direct annual tax (the *"Pledged Taxes"*), to wit:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:	
2025	$2,300,000.00	for interest up to and including December 30, 2026
2026	$2,300,000.00	for interest and principal

The Pledged Taxes and other moneys (excepting proceeds of the Bonds) on deposit (collectively, the *"Bond Moneys"*) in the Bond Fund (as hereinafter defined) shall be applied to pay principal of and interest on the Bonds as follows:

Bond Moneys shall be applied to the payment of interest when due and principal or redemption price when due at maturity.

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the foregoing tax levy. The City and its officers will comply with all present and future applicable laws in order to assure

that the Pledged Taxes may be levied, extended and collected as provided herein and deposited into the Bond Fund.

Whenever other funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Pledged Taxes, the Council shall, by proper proceedings, direct the deposit of such funds into the Bond Fund and further shall direct the abatement of the taxes by the amount so deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk of the County of Lake, Illinois (the *"County Clerk"*), in a timely manner to effect such abatement.

To the extent that the taxes levied above exceed the amount necessary to pay debt service on the Bonds as set forth in the Bond Notification, the Mayor, City Clerk and Treasurer are hereby authorized to direct the abatement of such taxes to the extent of the excess of such levy in each year over the amount necessary to pay debt service on the Bonds in the following bond year. Proper notice of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

Section 11. Filing with County Clerk. Forthwith upon the passage of this Ordinance, the City Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk; and the County Clerk shall in and for each of the years 2025 to 2026, inclusive, ascertain the rate necessary to produce the tax herein levied; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "Bond and Interest Fund Account of 2026"

(the *"Bond Fund"*), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 12. Use of Bond Proceeds. The principal proceeds of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the Capital Improvement Account of the City (the *"Project Fund"*). Alternatively, the Treasurer may allocate such proceeds to one or more related project funds of the City already in existence; *provided, however*, that this shall not relieve the Treasurer of the duty to account for the proceeds as herein provided. (Any such one or more funds shall also be referred to hereinafter, collectively, as the "*Project Fund"*.) At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or the Bond Registrar on behalf of the City from the proceeds of the Bonds.

Section 13. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the *"Code"*), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the *"IRS"*) of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Mayor, City Clerk and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 14. Reimbursement. With respect to expenditures for the Project paid within the 60-day period ending on this date and with respect to which no declaration of intent was previously made, the City hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Bonds in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Bonds to reimburse said expenditures.

Section 15. Designation of Issue. The City may designate the Bonds in the Bond Notification as "qualified tax-exempt obligations" for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 16. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 17. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums have been deposited with the Bond Registrar to pay all principal and interest due thereon, or (c) for which sufficient U.S. funds and direct U.S. Treasury obligations have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys or Pledged Taxes and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

Section 18. Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and City Clerk are authorized to execute the Bond Registrar's standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of the Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 19. Continuing Disclosure Undertaking. The Mayor or Treasurer is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the *"Continuing Disclosure Undertaking"*) in connection with the issuance of the Bonds, with such provisions therein as he or she shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees and agents of the City, and the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

Section 20. Record-Keeping Policy and Post-Issuance Compliance Matters. The Council has previously adopted a record-keeping policy (the *"Policy"*) to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate

federal tax status for the Bonds and other debt obligations of the City, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the City or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds (including the Bonds). The Council and the City hereby reaffirm the Policy.

Section 21. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Council.

Section 22. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

Section 23. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 24. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, including any provision of the City Code in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication.

ADOPTED: February 9, 2026

AYES: _____

_____

NAYS: _____

ABSENT: _____

Approved: February 9, 2026

_____
Mayor, City of Highland Park, Lake County, Illinois

ATTEST:

_____
City Clerk, City of Highland Park, Lake County, Illinois

Recorded in the City Records on February 9, 2026.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Highland Park, Lake County, Illinois (the *"City"*), and as such official I am the keeper of the records and files of the Council of the City (the *"Council"*).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Council held on the 9th day of February, 2026, insofar as same relates to the adoption of Ordinance No. ____ - 2026 titled:

> AN ORDINANCE providing for the issuance of not to exceed $4,100,000 General Obligation Bonds, Series 2026, of the City of Highland Park, Lake County, Illinois, for the purpose of financing various capital improvements, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Council on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Council at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of the agenda as so posted being attached hereto as *Exhibit A,* that said meeting was called and held in strict compliance with the provisions the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Council has complied with all of the applicable provisions of said Act and said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this 9th day of February, 2026.

_____

City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Lake, Illinois, and as such official I do further certify that on the ____ day of February, 2026, there was filed in my office a duly certified copy of Ordinance No. ____-2026 titled:

> AN ORDINANCE providing for the issuance of not to exceed $4,100,000 General Obligation Bonds, Series 2026, of the City of Highland Park, Lake County, Illinois, for the purpose of financing various capital improvements, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the Council of the City of Highland Park, Lake County, Illinois, on the 9th day of February, 2026, and approved by the Mayor, and that the same has been deposited in (and all as appearing from) the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of February, 2026.

_____
County Clerk of The County of Lake, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Highland Park, Lake County, Illinois (the *"City"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the Council (the *"Council"*) of the City.

I do further certify that on the 9th day of February, 2026 there was published in pamphlet form, by authority of the Council, a true, correct, and complete copy of Ordinance No. ____ - 2026 of the City titled:

> AN ORDINANCE providing for the issuance of not to exceed $4,100,000 General Obligation Bonds, Series 2026, of the City of Highland Park, Lake County, Illinois, for the purpose of financing various capital improvements, providing for the levy and collection of a direct annual tax sufficient to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

and providing for the issuance of said bonds, and that the ordinance as so published was on that date readily available for public inspection and distribution, in sufficient number so as to meet the needs of the general public, at my office as City Clerk located in the City.

IN WITNESS WHEREOF, I have affixed hereto my official signature and the seal of the City this 9th day of February, 2026.

_____
City Clerk

[SEAL]

PRELIMINARY TERM SHEET DATED _____, 2026

City of Highland Park, Lake County, Illinois
$4,036,000* General Obligation Bonds, Series 2026

Issuer: City of Highland Park, Lake County, Illinois (the "City").

Issue: $4,036,000* General Obligation Bonds, Series 2026 (the "Bonds").

Bid Due: February 17, 2026 by 11:00 A.M. C.S.T.

Award Date: February 17, 2026.

Dated/Delivery Date: March 4, 2026.

Method of Sale: Bank Private Placement.

Purchaser: Lake Forest Bank & Trust Company, N.A. (the "Purchaser").

Interest Payment Date: Semiannual interest is due June 30 and December 30 of each year, commencing December 30, 2026. Interest is calculated on the basis of a 360-day year consisting of twelve 30-day months.

Principal Due: December 30, 2026 and December 30, 2027.

Maturity, Amount, Interest Rate and Yield:

Maturity December 30	Principal Amount*	Interest Rate	Yield
2026	$2,154,000	_____%	____%
2027	$1,882,000	_____%	____%

Purchase Price: Par.

Good Faith Deposit: A good faith deposit will **NOT** be required.

Bank Qualification: The Bonds are "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Legal Opinion/ Tax Exemption: Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel ("Bond Counsel"), will provide an opinion as to the validity of, and federal tax exemption of the interest on, the Bonds. Interest on the Bonds is **not** exempt from present State of Illinois income taxes.

Registrar/Paying Agent: The Purchaser will act as bond registrar and paying agent on the Bonds, unless an agent is appointed by the Purchaser. However, such appointment will be made at the expense of the Purchaser.

Registered or Book-Entry: The Bonds will be registered in the name of the Purchaser unless otherwise requested by the Purchaser.

**Preliminary, subject to change.*

Rule G-34, as Amended: Rule G-34, as amended, extends to non-dealer municipal advisors the requirement that a municipal advisor obtain a CUSIP number when advising on a competitive transaction in municipal securities.

Rule G-34, as amended, provides a principles-based exception for municipal advisors in competitive sales from the CUSIP number requirements when selling a new issue of municipal securities in certain circumstances where the municipal advisor reasonably believes (e.g., by obtaining a written representation) that the present intent of the purchasing entity is to hold the municipal securities to maturity or earlier redemption or mandatory tender. Specifically, Rule G-34(a)(i)(F) provides as follows:

"(F) [A] municipal advisor advising the issuer with respect to a competitive sale of a new issue, which is being purchased directly by a bank, any entity directly or indirectly controlled by the bank or under common control with the bank, other than a broker, dealer or municipal securities dealer … may elect not to apply for assignment of a CUSIP number or numbers if the … municipal advisor reasonably believes (e.g., by obtaining a written representation) that the present intent of the purchasing entity or entities is to hold the municipal securities to maturity …."

If the Purchaser does not have the present intent to hold the Bonds to maturity or earlier redemption, please advise Speer Financial, Inc. immediately.

Authorization: The Bonds are being issued pursuant to the home-rule powers of the City under Section 6, Article VII of the 1970 Constitution of the State of Illinois, and a bond ordinance adopted by the City Council of the City on the 9th day of February, 2026, as supplemented by a notification of sale.

Purpose: Proceeds of the Bonds will be used to (i) finance certain capital improvements in the City, including street improvements, and (ii) pay the costs of issuing the Bonds.

Security: In the opinion of Bond Counsel, the Bonds are valid and legally binding upon the City and are payable from any funds of the City legally available for such purpose, and all taxable property in the City is subject to the levy of taxes to pay the same without limitation as to rate or amount.

Denomination: Minimum of $100,000 increments and integral multiples of $5 in excess thereof.

Municipal Advisor: Speer Financial, Inc., Chicago, Illinois ("Speer").

Expenses: The City will pay for the legal opinion and municipal advisor's fee. At closing, the City will deliver one typed bond.

Optional Redemption: The Bonds are callable in whole or in part at the option of the City on any date on or after December 30, 2026 at a price of par and accrued interest. If less than all of the Bonds are called, they shall be redeemed in such principal amounts as determined by the City.

Credit Rating: A credit rating will not be requested for the Bonds.

Secondary/ Market Disclosure: This Bond issue is not subject to the continuing disclosure provisions of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. Prior to maturity of the Bonds, the City will supply the Purchaser with its audited financial statements when available.

Investor Letter: The Purchaser will be required to execute an investor letter, in the form attached as Appendix B, wherein the Purchaser will certify to the City and Bond Counsel that it (i) is acquiring the Bonds for its own account and solely for investment purposes and not with a view to any distribution of any Bond or any interest therein or a portion thereof or with any present intention of distributing or selling any Bond or any interest therein or portion thereof and (ii) has knowledge and experience in financial and business matters, including the acquisition and holding of tax-exempt obligations, that it is capable of evaluating the merits and risks of purchasing the Bonds and is able to bear such risks.

_____

Mayor, City of Highland Park

Annual Comprehensive Financial Report for the Fiscal Year Ended December 31, 2024

The financial report of the City contained in this **APPENDIX A** (the "2024 Audit") was approved by formal action of the City Council of the City. The City has not requested that its auditor update information contained in the 2024 Audit; nor has the City requested that its auditor consent to the use of the 2024 Audit in this Term Sheet. The financial information contained in the 2024 Audit has not been updated since the date of the 2024 Audit. The inclusion of the 2024 Audit in this Term Sheet in and of itself is not intended to demonstrate the fiscal condition of the City since the date of the 2024 Audit. Questions or inquiries relating to financial information of the City since the date of the 2024 Audit should be directed to Ms. Kristi McCaulou, Finance Director/City Treasurer, City of Highland Park.

Appendix B

Form of Investor Letter

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035-3593

February 17, 2026
Speer Financial, Inc.

City Council:

For the $4,036,000* General Obligation Bonds, Series 2026 (the "Bonds"), of the City of Highland Park, Lake County, Illinois (the "City"), as described in the annexed Preliminary Term Sheet, we will pay par plus any accrued interest from the dated date of the Bonds to the date of delivery for the Bonds bearing interest as follows (each rate a multiple of 1/8 or 1/100 of 1%).

MATURITY – DECEMBER 30

$2,154,000*…… 2026___% $1,882,000*…… 2027 ___%

By submitting this bid, the bidder makes the representation that it understands Chapman and Cutler LLP, Chicago, Illinois ("Bond Counsel") represents the City in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the City in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Bond Counsel. The bidder, should it so choose, agrees to **apply for CUSIP numbers within 24 hours** and pay the fee charged by the CUSIP Service Bureau and will accept the Bonds with the CUSIP numbers as entered on the Bonds.

ACCOUNT MANAGER INFORMATION

Firm Name:			
Name/Title of Firm Representative:		Direct Phone:	
Signature:		FAX #:	
Street Address:		State:	
City:		Zip Code:	
Email:			

The foregoing bid was accepted and the Bonds sold by ordinance of the City Council of the City on February 9, 2026, as supplemented by a notification of sale.

CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS

_____
Its _____r

**Preliminary, subject to change.*

PROPOSED FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[TO BE DATED CLOSING DATE]

City of Highland Park
Lake County, Illinois

We hereby certify that we have examined certified copy of the proceedings (the *"Proceedings"*) of the Council of the City of Highland Park, Lake County, Illinois (the *"City"*), passed preliminary to the issue by the City of its fully registered General Obligation Bonds, Series 2026 (the *"Bonds"*), to the amount of $_____ dated the date hereof, due serially on December 30 of the years and in the amounts and bearing interest as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2026		
2027		

the Bonds due on December 30, 20__, being subject to redemption prior to maturity at the option of the City as a whole or in part in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on December 30, 20__, or on any date thereafter, at the redemption price of par plus accrued interest to the redemption date, as provided in the Proceedings, and we are of the opinion that the Proceedings show lawful authority for said issue under the laws of the State of Illinois now in force.

We further certify that we have examined the form of bond prescribed for said issue and find the same in due form of law, and in our opinion said issue, to the amount named, is valid and legally binding upon the City and is payable from any funds of the City legally available for such purpose, and all taxable property in the City is subject to the levy of taxes to pay the same without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

It is our opinion that, subject to the City's compliance with certain covenants, under present law, interest on the Bonds is excludible from gross income of the owners thereof for federal income tax purposes and is not includible as an item of tax preference in computing the alternative minimum tax for individuals under the Internal Revenue Code of 1986, as amended. Interest on the Bonds may affect the corporate alternative minimum tax for certain corporations. Failure to comply with certain of such City covenants could cause interest on the Bonds to be includible in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Ownership of the Bonds may result in other federal tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

It is also our opinion that the Bonds are "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

We express no opinion herein as to the accuracy, adequacy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds.

In rendering this opinion, we have relied upon certifications of the City with respect to certain material facts within the City's knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Ben Miller, City Forester
Hannah Kosiek, Assistant City Forester

Department: Public Works Department

Title: A Resolution Approving Award of the 2026 Unit Price Flower Planting Contract with Guy Scopelliti Landscape Co., Inc., Highland Park, Illinois

Recommendation:
Staff recommends award of the 2026 Unit Price Annual Flower Planting contract with Guy Scopelliti Landscape Co., Inc., Highland Park, Illinois. This item was reviewed and budgeted as part of the Department of Public Works FY26 budget.

Policy Consideration:
The Department of Public Works Forestry Section's tree care, grounds maintenance, and capital programs are all outsourced to various authorized contractors. The Forestry Section, consisting of two full-time employees and a seasonal worker, is responsible for the health of approximately 25,000 public trees and ~160 maintenance sites. Each year, the Forestry Section manages various maintenance programs on City-owned trees within public parkways, public properties, easements, and rights-of-way.

The program includes flower installation, spot flower replacement, and watering. Displays are rotated in spring, summer, and fall to maximize visual impact. In addition, winter greens are added in some locations. Watering is performed at an hourly rate throughout the late spring, summer, and fall to ensure the survival of annuals and perennials in planters and baskets throughout the CBD and RBD. Watering costs vary considerably depending on the weather. In recent years, a lack of rain during the summer and autumn months has required additional watering.

Two sealed bids were opened on January 27, 2026. Guy Scopelliti Landscape Co., Inc., Highland Park, Illinois, was the low responsible bidder. With approval, this contract will be the first award of the contract with five possible additional renewals. Scopelliti Landscape Co. has performed satisfactory work for the City in the past and is currently in good standing.

For 2026, this vendor has extended the City's flower pricing to local businesses for the

installation of additional flowers throughout the business districts. All plants supplied by this contractor will be free of Neonicotinoid-based pesticides.

The attached resolution also authorizes the City Manager to execute future renewals of the Contract if the renewal is based on the terms and conditions set forth in the current contract, as determined by the City Manager and Corporation Counsel. If there are any changes to the terms and conditions, and upon expiration of the contract, succeeding contracts will be presented to the City Council for formal consideration.

Public Works Department Forestry Section staff will manage this program. Pertinent contract documents are available for review at the Department of Public Works, 1150 Half Day Road.

Core Priorities:
Fiscal Stability

Historical Flower Planting contract costs are as follows:

Budget Year	**2023**	**2024**	**2025**
Flowers, Planting, & Watering Costs	$80,081	$95,842	$90,844

Sufficient funds for the Flower Planting contract are included in the General Fund of FY26 Public Works Forestry Section budget.

Vibrancy
Displays of annual flowers are used to beautify public grounds, business districts, rights-of-way, and City-owned facilities in various locations throughout Highland Park. These displays are rotated seasonally to promote the vibrancy of public spaces throughout Highland Park's CBD and RBD. This includes areas dedicated to outdoor dining, event spaces, and adjacent to local businesses.

Attachments:
1. Resolution Flower Planting
2. Bid Tab - 2026 Flower Planting
3. Scopelliti - 2026 Flower Planting

CITY OF HIGHLAND PARK

RESOLUTION NO. _____

A RESOLUTION APPROVING AWARD OF THE 2026 UNIT PRICE FLOWER PLANTING CONTRACT WITH GUY SCOPELLITI LANDSCAPE CO., INC. OF HIGHLAND PARK, ILLINOIS

WHEREAS, the City sought bids for the award of the 2026 Unit Price Flower Planting Contract (***"Contract"***); and

WHEREAS, Guy Scopelliti Landscape Co., Inc. Of Highland Park, Illinois ("***Scopelliti***") was the low responsible bidder of the firms that submitted bid packages to the City; and

WHEREAS, the City Council has determined that entering into the Contract with Scopelliti will serve and be in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: AUTHORIZATION OF CONTRACT. The Contract by and between the City and Scopelliti shall be, and is hereby, authorized in substantially the form attached to this Resolution.

SECTION THREE: EXECUTION OF CONTRACT. The City Manager and the Deputy City Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the City, the Contract upon receipt by the City Clerk of at least one original copy of the Contract executed by Scopelliti; provided, however, that if the executed copy of the Contract is not received by the City Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the City Council, be null and void.

SECTION FOUR: EXECUTION OF FUTURE RENEWALS OF AGREEMENTS. The City Manager is authorized to execute future renewals of the Contract for future calendar years, in accordance with Section 3.B of the Contract, if: (a) the City Manager determines, in their discretion, that the proposed renewal is favorable to the City; and (b) the terms of the proposed renewal is substantially similar to the Contract, as determined by the City Manager and the Corporation Counsel. This Resolution is not to be deemed or interpreted as obligating the City Manager to execute any future renewal of any Contract.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

4112527_v5

2026 UNIT PRICE FLOWER PLANTING (#10020336)
Owner: Highland Park IL, City of
Solicitor: Highland Park IL, City of
01/27/2026 11:00 AM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Guy Scopelliti Landscape		Alvarez, Inc.	
						Unit Price	Extension	Unit Price	Extension
Spring							$18,593.21		$ 43,136.50
	1	1	Pansies	4" Pots	6919	$ 2.06	$14,253.14	$ 4.75	$ 32,865.25
	2	2	Daffodils	6" Pots	166	$ 5.81	$ 964.46	$ 13.75	$ 2,282.50
	3	3	Tulips	6" Pots	332	$ 5.81	$ 1,928.92	$ 13.75	$ 4,565.00
	4	4	Hyacinth	6" Pots	249	$ 5.81	$ 1,446.69	$ 13.75	$ 3,423.75
Summer							$37,144.28		$ 80,908.50
	5	5	Ageratum, Blue	Flats	31	$ 22.81	$ 707.11	$ 36.00	$ 1,116.00
	6	6	Cannalillies	1 Gal	9	$ 9.38	$ 84.42	$ 16.50	$ 148.50
	7	7	Coleus, Red	6" Pots	246	$ 4.38	$ 1,077.48	$ 12.00	$ 2,952.00
	8	8	Coleus, Yellow	6" Pots	80	$ 4.38	$ 350.40	$ 12.00	$ 960.00
	9	9	Dahias	Flats		$ -	$ -	$ -	$ -
	10	10	Daisies, Gerber	6" Pots	15	$ 7.06	$ 105.90	$ 15.00	$ 225.00
	11	11	Dusty Miller	Flats	9	$ 22.81	$ 205.29	$ 36.00	$ 324.00
	12	12	Geraniums, Hot Pink	4" Pots	260	$ 2.50	$ 650.00	$ 6.75	$ 1,755.00
	13	13	Geraniums, Red	6" Pots	30	$ 4.13	$ 123.90	$ 13.00	$ 390.00
	14	14	Grasses, Purple Fountain	1 Gal	342	$ 8.38	$ 2,865.96	$ 13.25	$ 4,531.50
	15	15	Impatiens, New Guinea	4" Pots	659	$ 4.00	$ 2,636.00	$ 7.00	$ 4,613.00
	16	16	Impatients, Mixed	Flats		$ -	$ -	$ -	$ -
	17	17	Ivy, English	4" Pots		$ -	$ -	$ -	$ -
	18	18	Ivy, Swedish	4" Pots	259	$ 3.38	$ 875.42	$ 5.00	$ 1,295.00
	19	19	Marigolds, Mixed	Flats	16	$ 22.81	$ 364.96	$ 36.00	$ 576.00
	20	20	Marigolds, Orange	Flats	81	$ 22.81	$ 1,847.61	$ 36.00	$ 2,916.00
	21	21	Marigolds, Yellow	Flats	59	$ 22.81	$ 1,345.79	$ 36.00	$ 2,124.00
	22	22	Mexican Heather	6" Pots	698	$ 6.56	$ 4,578.88	$ 15.00	$ 10,470.00
	23	23	Petunias, Mixed	Flats		$ -	$ -	$ -	$ -
	24	24	Salvia, Blue	4" Pots	916	$ 2.34	$ 2,143.44	$ 5.50	$ 5,038.00
	25	25	Salvia, Blue	Flats	17	$ 22.81	$ 387.77	$ 36.00	$ 612.00
	26	26	Salvia, Red	Flats	33	$ 22.81	$ 752.73	$ 36.00	$ 1,188.00
	27	27	Salvia, White	4" Pots	660	$ 2.34	$ 1,544.40	$ 5.50	$ 3,630.00
	28	28	Salvia, White	Flats	17	$ 22.81	$ 387.77	$ 36.00	$ 612.00
	29	29	Snapdragons, Mixed	Flats	11	$ 22.81	$ 250.91	$ 36.00	$ 396.00
	30	30	Spike	4" Pots	31	$ 2.50	$ 77.50	$ 5.50	$ 170.50
	31	31	Sweet Potato Vines	4" Pots	172	$ 3.75	$ 645.00	$ 5.50	$ 946.00
	32	32	Torenia, Purple	4" Pots	93	$ 2.34	$ 217.62	$ 5.50	$ 511.50
	33	33	Torenia, Red	4" Pots	508	$ 2.34	$ 1,188.72	$ 5.50	$ 2,794.00
	34	34	Verbena, Purple	4" Pots	166	$ 2.34	$ 388.44	$ 5.50	$ 913.00
	35	35	Verbena, Red	4" Pots	166	$ 2.34	$ 388.44	$ 5.50	$ 913.00
	36	36	Vinca, Red-eye	Flats	32	$ 22.81	$ 729.92	$ 36.00	$ 1,152.00
	37	37	Vinca, Mixed	Flats	23	$ 22.81	$ 524.63	$ 36.00	$ 828.00
	38	38	Vinca, Vines	4" Pots	15	$ 2.50	$ 37.50	$ 5.00	$ 75.00
	39	39	Wax Begonias, Pink	Flats	68	$ 22.81	$ 1,551.08	$ 75.00	$ 5,100.00
	40	40	Wax Begonias, White	Flats	36	$ 22.81	$ 821.16	$ 75.00	$ 2,700.00
	41	41	Wax Begonias, Mixed	4" Pots	390	$ 2.00	$ 780.00	$ 5.00	$ 1,950.00
	42	42	Wax Begonias, Mixed	Flats	111	$ 22.81	$ 2,531.91	$ 75.00	$ 8,325.00
	43	43	Zinnias, Mixed	4" Pots		$ -	$ -	$ -	$ -
	44	44	Wax Begonia, Pink	4" Pots	326	$ 2.00	$ 652.00	$ 5.00	$ 1,630.00
	45	45	Wax Begonia, White	4" Pots	320	$ 2.00	$ 640.00	$ 5.00	$ 1,600.00
	46	46	Dragons Wing Begonia	6" Pots	462	$ 5.81	$ 2,684.22	$ 11.75	$ 5,428.50
Fall							$ 8,423.12		$ 9,231.50
	47	47	Mums	2 Gal	998	$ 8.44	$ 8,423.12	$ 9.25	$ 9,231.50
Winter							$ 4,150.00		$ 11,000.00
	48	48	Evergreen Boughs 2-4'	Tons	2	$1,500.00	$ 3,000.00	$4,500.00	$ 9,000.00
	49	49	Mixed Winter Greens 6" - 2'	Lbs	500	$ 2.30	$ 1,150.00	$ 4.00	$ 2,000.00
Watering							$ 35.00		$ 45.00
	50	50	Hand-watering at hourly rate w/ water truck	Per Hr.	1	$ 35.00	$ 35.00	$ 45.00	$ 45.00
Base Bid Total:							$68,345.61		$144,321.50

City of Highland Park

Public Works Department

1150 Half Day Rd.
Highland Park, Illinois 60035
Attn.: Bianca Ramirez, Contract Specialist
847.432.0807
cityhpil.com

REQUESTS FOR PROPOSALS
2026 UNIT PRICE FLOWER PLANTING

Full Name of Bidder ("***Bidder***")	Guy Scopelliti Original Landscaping Co., Inc.		
Office Address	1282 Old Skokie Rd IF		
City, State Zip	Highland Park, IL 60035-3019		
Contact Person	Joseph Scopelliti		
Email Address	joe@guyscopelliti.com		
Telephone No.	847-432-0120	Fax No.	847-918-1207

*Bidder warrants and represents that Bidder has carefully examined the Work Site described below and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos._____ [**if none, write "NONE"**], which are securely stapled to the end of this Contract/Proposal.*

1. **Work Proposal**

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the City's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **2026 Unit Price Flower Planting** at various locations within the City of Highland Park; see Attachment A for specifications ("***Work Site***");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the **specifications attached hereto and by this reference made a part of this Contract/Proposal.**

C. Responsibility for Damage or Loss. Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to City repair or replace, any damage done to, and any loss or injury suffered by, the City, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. City shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in City's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the City, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. **Contract Price Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the sum of products resulting from multiplying the number of acceptable units of Unit Price Items listed in **Attachment B, Schedule of Prices** incorporated into the Work.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are the City's estimate only, that the City reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Within 45 days from Receipt of Invoice

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid. Final pay request shall include, without limitation: (i) all final waivers of lien; and (ii) all final certified payrolls, as required pursuant to Section 7.K of this Contract.

Invoices must be submitted within sixty (60) days of completion of the Work. The City has no obligation to pay any invoices submitted after sixty (60) days of the completion of the invoiced Work.

3. **Contract Time Proposal**

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the City's acceptance of this Contract/Proposal provided Bidder shall have furnished to the City all bonds and all insurance certificates specified in this Contract/Proposal ("***Commencement Date***"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the Work not later than ***December 31, 2026*** ("***Time of Performance***"). The City may modify the Time of Performance at any time upon 15 days prior written notice to the Bidder. Delays caused by the City shall extend the Time of Performance; provided, however, that Bidder shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Bidder or of the City.

B. This Contract may be renewed for no more than five additional and consecutive one-year terms, upon the mutual written consent of the City and Bidder. For all Work performed by Bidder during any renewal term, Bidder shall be paid an amount equal to the total Contract Price, as adjusted by an amount to be mutually agreed by the City and Bidder, and in no

event greater than the higher of 3% or the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor for Chicago-Naperville-Elgin, IL-IN-WI, All Items (1982-84 = $100) for the previous calendar year. ("Renewal Terms")

4. **Financial Assurance**

A. Bonds. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the City, from a surety company acceptable to the City, each in the penal sum of the Contract Price, within 10 days following the City's acceptance of this Contract/Proposal.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the City's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to the City. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability
   Limits shall not be less than:
   Worker's Compensation: Statutory
   Employer's Liability:
   $500,000 ea. accident-injury
   $500,000 ea. employee-disease
   $500,000 disease-policy
   Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability
   Limits for vehicles owned, non-owned or rented shall not be less than:
   $1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability
   Limits shall not be less than:
   $1,000,000 Bodily Injury and Property Damage Combined Single Limit.
   Coverage is to be written on an "occurrence" basis.
   Coverage to include:
   - Premises Operations
   - Products/Completed Operations
   - Independent Contractors
   - Personal Injury (with Employment Exclusion deleted)
   - Broad Form Property Damage Endorsement
   - "X," "C," and "U"
   - Contractual Liability

   Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability
   Limits shall not be less than:
   $2,000,000 Bodily Injury and Property Damage Combined Single Limit.

   This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. **Firm Proposal**

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts this Contract/Proposal within 60 days after the date this sealed Agreement is opened.

6. **Bidder's Representations and Warranties**

In order to induce the City to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the City.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation any statutes requiring preference to laborers of specified classes, including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Bidder is not barred by law from contracting with the City or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. **Acknowledgements**

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights. The City reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the City's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to the City in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract/Proposal and, except where stated otherwise references in this Contract/Proposal to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the City, whether before or after the City's acceptance of this Contract/Proposal; nor any information or data supplied by the City, whether before or after the City's acceptance of this Contract/Proposal; nor any order by the City for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the City; nor any extension of time granted by the City; nor any delay by the City in exercising any right under this Contract/Proposal; nor any other act or omission of the City shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the City.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract/Proposal that should any provision, covenant, agreement, or portion of this Contract/Proposal or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract/Proposal and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract/Proposal to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract/Proposal shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the City.

J. Governing Law. This Contract/Proposal shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

K. Certified Payrolls. [Reserved]

L. Conflicts of Interest. Bidder represents and certifies that, to the best of its knowledge, (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Bidder or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Bidder nor any person employed or associated with Bidder has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Bidder nor any person employed by or associated with Bidder shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

M. Attachment/Conflicts. **Attachment A** attached to this Contract/Proposal is, by this reference, incorporated in and made a part of this Contract/Proposal. In the event of a conflict between the Attachment and the text of this Agreement, the text will control.

N. Award of Contract. The City reserves the right to make multiple awards of this Contract.

DATED this _____ day of _____, 20___

2026 UNIT PRICE FLOWER PLANTING

Dated this 27th day of JANUARY, 2026

Bidder's Status: ☒ IL (State) Corporation ☐ _____ (State) Partnership ☐ Individual Proprietor

Bidder's Name: Guy Scopelliti Original Landscaping Co., Inc.

Doing Business As (if different): Guy Scopelliti Landscape

Signature of Bidder or Authorized Agent: Joseph A. Scopelliti
(Corporate seal, if corporation)

Printed Name: Joseph A. Scopelliti

Title/Position: President / owner

Business Address: 1282 Old Skokie Rd IF
Highland Park, IL. 60035

Business phone: 847-432-0120

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
Joseph A. Scopelliti	President / Secretary	605 Western Ave Highwood IL 60041

Related Experience
List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Owner Name	City of Highland Park	Vill of Bannockburn	
Owner Address	1150 Half Day Rd	2275 Telegraph Rd	
	Highland Park, IL	Bannockburn, IL	
Reference	Ben Miller	Maria Lasday	
Phone Number	847-926-1604	847-945-6085	
Type of Work	Flower planting	Grounds Maintenance	
	Grounds Maintenance		

CITY'S ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Highland Park ("***City***") this _____ day of _____, 2026.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the City without further notice of objection and shall be of no effect nor in any circumstances binding upon the City unless accepted by the City in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the City of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

ATTEST:

_____
Ashley Palbitska, Deputy City Clerk

CITY OF HIGHLAND PARK

_____
Ghida S. Neukirch, City Manager

#1498157_v5

ATTACHMENT A
SPECIFICATIONS

GENERAL PROVISIONS

1. Definitions

As used herein: "Contractor" means the persons or organizations representing the three lowest bidders undertaking to do the work required by the Contract Documents; "Owner" means City of Highland Park; "Work" means all or any part of the performance of the Contractor, the Contractor's agents and subcontractors, pursuant to, and whether or not in compliance with this specification; and "By Others" shall mean performance by persons or parties other than the Contractor.

2. Scope of Work

The proposed work will consist of the provision and installation of annual plants and/or evergreen boughs in various locations in the public parkways of the City of Highland Park. There are four separate installations under this Contract: Spring, Summer, Fall, and Winter.

The Contractor shall furnish all labor, supervision, flowers, landscape supplies, tools, equipment, and other means necessary or proper for performing and completing the Work. The City will provide the water for watering the flowers as listed in the Technical Requirements. The Contractor shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.

3. Dates:

	Commencement	Completion
Spring plant installation	April 2026 (Depending upon weather)	10 days after commencement date
Summer plant installation	May 2026 (Depending upon weather)	3 weeks after commencement date
Fall plant installation	October 5, 2026	1 week after commencement date
Winter plant installation	November 16, 2026	1 week after commencement date

4. Work Sites

1. Central Business District	8. Ravinia Business District
2. Central Fire Station, 1130 Central Av	9. Summit Island
3. Central Train Station, 1800 St. Johns Av	
4. City Hall, 1707 St. Johns Av	
5. Deerfield Island	
6. Michaels Lot, 1879 Second St	
7. Public Services Center, 1150 Half Day Rd	

5. Assignment and Subcontracting of Work

Personnel on-site or their supervisor must be conversant in English. Work shall neither be assigned nor subcontracted in whole or in part by the Contractor without the Owner's prior written consent. Although approved by the Owner, the Contractor shall be solely responsible for the direction and performance of his subcontractors.

6. Method of Payment

The payment of the Contractors will be made by the City in cash, or its equivalent within forty-five (45) days after an invoice has been submitted to the City listing work completed. Bills for services rendered shall include the flowers planted and shall be certified by the City Forester.

7. Traffic Control

The Contractor, at all times, will conform to the procedures outlined in the current edition of the "State of Illinois Manual on Uniform Traffic Control Devices", when working on arterial streets. Copies of the procedures may be obtained from the City Forester. In addition, the closure of traffic lanes on the following arterial streets shall be kept to an absolute minimum time and shall not be closed during peak travel times:

Central Av	Deerfield Rd	Laurel Av	Roger Williams Av
Clavey Rd	Green Bay Rd	Park Av West	Sheridan Rd
County Line Rd	Half Day Rd	Ridge Rd	St. Johns Av

8. Public Relations

The Contractors shall maintain at all times good public relations.

9. Equipment

Motorized vehicles may not be driven on the parkways, driveways, or public walks while performing work under the provisions of this Contract without the direct permission of the City Forester.

10. Parking

No off-street parking for equipment shall be provided for by the City of Highland Park on any of the City's public properties, except as may be designated by the City Forester.

11. Damage to Private or Public Property

Any damage to private or public property as a result of the Contractor's operation shall be repaired immediately by him. Should the repair not be instituted soon enough, or satisfactorily in the opinion of the City Forester, the City reserves the right to make the necessary repairs and deduct these costs from any monies due the Contractor.

12. Work Days

Without specific permission of the Assistant Superintendent (City of Highland Park) and except for such work as may be required to properly maintain lights and barricades, no work will be permitted on:

a. Weekdays between 7:00 p.m. and 7:00 a.m.
b. Saturdays between 5:00 p.m. and 9:00 a.m.
c. Sundays
d. Holidays listed below:

Holiday	Date Observed
New Year's Day	01/01/2026
Martin Luther King Jr Day	01/19/2026
Passover (beg. Sundown 4/1/26)	04/02/2026
Memorial Day	05/25/2026
Independence Day	07/04/2026
Labor Day	09/07/2026
Rosh Hashanah (beg. sundown 9/11/26)	09/12/2026
Yom Kippur (beg. sundown 9/20/26)	09/21/2026
Veterans Day	11/11/2026
Thanksgiving Day	11/26/2026
Christmas	12/25/2026

END OF SPECIFICATION - GENERAL PROVISIONS

SPECIFICATIONS

TECHNICAL REQUIREMENTS

1. **Flowers**
   a. The flowers must be true to the type listed in the Bid Documents, or as accepted by the City Forester. All plants must be of the highest quality; healthy, disease and insect free, clean, and well-branched.
   b. The City has the right to reject unacceptable plants. The Contractor will provide acceptable replacements for rejected plant material within one working day.
   c. All flats as noted in the Bid Documents shall contain 36 individual plants.
   d. Flowers and the seeds they are grown from must be free of neonicotinoid insecticides.

2. **Planting Procedures**
   a. Cultivate all flower beds prior to planting, removing any plant material and other debris. Edge the flower beds where appropriate.
   b. Space the flowers uniformly in the locations established in the City's Flower Plan or as directed by the City Forester.
   c. Plant the flowers at the correct depth after first removing them from the pots or other packaging materials or as authorized by the City Forester.
   d. Apply an all-purpose fertilizer and a sufficient amount of water to soak the roots of the plants. Top dress the flower bed with peat moss.

3. **Cleanup**

   The Contractor is responsible for the daily removing of all excess soil, sod, stone and refuse from the planting operation; leaving the site with a clean and neat appearance.

4. **Removal Of Debris**

   All debris from the flower planting operations shall be removed from the site and from the City of Highland Park within two hours after debris has been placed, unless authorized by the City Forester or his representative. No debris is to remain in the street or on the sidewalk overnight.

5. **Winter Display**

   The winter display shall include evergreen boughs and mixed winter greens. Evergreen boughs are defined as Douglas fir or Fraser fir branches of live growth (2 to 4 feet length), with no cones or berries required. Mixed winter greens are defined as cuttings of live growth from white pine, blue spruce, and yew (6 inches to 2 feet in length), with no cones or berries required. Boughs are laid flat in 130 – 160 beds, islands, and tree rings. Boughs and mixed greens are displayed upright in 160+ pots.

2026 UNIT PRICE FLOWER PLANTING (#10020336)
Owner: Highland Park IL, City of
Solicitor: Highland Park IL, City of
01/27/2026 11:00 AM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Guy Scopelliti Landscape		Alvarez, Inc.	
						Unit Price	Extension	Unit Price	Extension
Spring							$18,593.21		$ 43,136.50
	1	1	Pansies	4" Pots	6919	$ 2.06	$14,253.14	$ 4.75	$ 32,865.25
	2	2	Daffodils	6" Pots	166	$ 5.81	$ 964.46	$ 13.75	$ 2,282.50
	3	3	Tulips	6" Pots	332	$ 5.81	$ 1,928.92	$ 13.75	$ 4,565.00
	4	4	Hyacinth	6" Pots	249	$ 5.81	$ 1,446.69	$ 13.75	$ 3,423.75
Summer							$37,144.28		$ 80,908.50
	5	5	Ageratum, Blue	Flats	31	$ 22.81	$ 707.11	$ 36.00	$ 1,116.00
	6	6	Cannalillies	1 Gal	9	$ 9.38	$ 84.42	$ 16.50	$ 148.50
	7	7	Coleus, Red	6" Pots	246	$ 4.38	$ 1,077.48	$ 12.00	$ 2,952.00
	8	8	Coleus, Yellow	6" Pots	80	$ 4.38	$ 350.40	$ 12.00	$ 960.00
	9	9	Dahias	Flats		$ -	$ -	$ -	$ -
	10	10	Daisies, Gerber	6" Pots	15	$ 7.06	$ 105.90	$ 15.00	$ 225.00
	11	11	Dusty Miller	Flats	9	$ 22.81	$ 205.29	$ 36.00	$ 324.00
	12	12	Geraniums, Hot Pink	4" Pots	260	$ 2.50	$ 650.00	$ 6.75	$ 1,755.00
	13	13	Geraniums, Red	6" Pots	30	$ 4.13	$ 123.90	$ 13.00	$ 390.00
	14	14	Grasses, Purple Fountain	1 Gal	342	$ 8.38	$ 2,865.96	$ 13.25	$ 4,531.50
	15	15	Impatiens, New Guinea	4" Pots	659	$ 4.00	$ 2,636.00	$ 7.00	$ 4,613.00
	16	16	Impatients, Mixed	Flats		$ -	$ -	$ -	$ -
	17	17	Ivy, English	4" Pots		$ -	$ -	$ -	$ -
	18	18	Ivy, Swedish	4" Pots	259	$ 3.38	$ 875.42	$ 5.00	$ 1,295.00
	19	19	Marigolds, Mixed	Flats	16	$ 22.81	$ 364.96	$ 36.00	$ 576.00
	20	20	Marigolds, Orange	Flats	81	$ 22.81	$ 1,847.61	$ 36.00	$ 2,916.00
	21	21	Marigolds, Yellow	Flats	59	$ 22.81	$ 1,345.79	$ 36.00	$ 2,124.00
	22	22	Mexican Heather	6" Pots	698	$ 6.56	$ 4,578.88	$ 15.00	$ 10,470.00
	23	23	Petunias, Mixed	Flats		$ -	$ -	$ -	$ -
	24	24	Salvia, Blue	4" Pots	916	$ 2.34	$ 2,143.44	$ 5.50	$ 5,038.00
	25	25	Salvia, Blue	Flats	17	$ 22.81	$ 387.77	$ 36.00	$ 612.00
	26	26	Salvia, Red	Flats	33	$ 22.81	$ 752.73	$ 36.00	$ 1,188.00
	27	27	Salvia, White	4" Pots	660	$ 2.34	$ 1,544.40	$ 5.50	$ 3,630.00
	28	28	Salvia, White	Flats	17	$ 22.81	$ 387.77	$ 36.00	$ 612.00
	29	29	Snapdragons, Mixed	Flats	11	$ 22.81	$ 250.91	$ 36.00	$ 396.00
	30	30	Spike	4" Pots	31	$ 2.50	$ 77.50	$ 5.50	$ 170.50
	31	31	Sweet Potato Vines	4" Pots	172	$ 3.75	$ 645.00	$ 5.50	$ 946.00
	32	32	Torenia, Purple	4" Pots	93	$ 2.34	$ 217.62	$ 5.50	$ 511.50
	33	33	Torenia, Red	4" Pots	508	$ 2.34	$ 1,188.72	$ 5.50	$ 2,794.00
	34	34	Verbena, Purple	4" Pots	166	$ 2.34	$ 388.44	$ 5.50	$ 913.00
	35	35	Verbena, Red	4" Pots	166	$ 2.34	$ 388.44	$ 5.50	$ 913.00
	36	36	Vinca, Red-eye	Flats	32	$ 22.81	$ 729.92	$ 36.00	$ 1,152.00
	37	37	Vinca, Mixed	Flats	23	$ 22.81	$ 524.63	$ 36.00	$ 828.00
	38	38	Vinca, Vines	4" Pots	15	$ 2.50	$ 37.50	$ 5.00	$ 75.00
	39	39	Wax Begonias, Pink	Flats	68	$ 22.81	$ 1,551.08	$ 75.00	$ 5,100.00
	40	40	Wax Begonias, White	Flats	36	$ 22.81	$ 821.16	$ 75.00	$ 2,700.00
	41	41	Wax Begonias, Mixed	4" Pots	390	$ 2.00	$ 780.00	$ 5.00	$ 1,950.00
	42	42	Wax Begonias, Mixed	Flats	111	$ 22.81	$ 2,531.91	$ 75.00	$ 8,325.00
	43	43	Zinnias, Mixed	4" Pots		$ -	$ -	$ -	$ -
	44	44	Wax Begonia, Pink	4" Pots	326	$ 2.00	$ 652.00	$ 5.00	$ 1,630.00
	45	45	Wax Begonia, White	4" Pots	320	$ 2.00	$ 640.00	$ 5.00	$ 1,600.00
	46	46	Dragons Wing Begonia	6" Pots	462	$ 5.81	$ 2,684.22	$ 11.75	$ 5,428.50
Fall							$ 8,423.12		$ 9,231.50
	47	47	Mums	2 Gal	998	$ 8.44	$ 8,423.12	$ 9.25	$ 9,231.50
Winter							$ 4,150.00		$ 11,000.00
	48	48	Evergreen Boughs 2-4'	Tons	2	$1,500.00	$ 3,000.00	$4,500.00	$ 9,000.00
	49	49	Mixed Winter Greens 6" - 2'	Lbs	500	$ 2.30	$ 1,150.00	$ 4.00	$ 2,000.00
Watering							$ 35.00		$ 45.00
	50	50	Hand-watering at hourly rate w/ water truck	Per Hr.	1	$ 35.00	$ 35.00	$ 45.00	$ 45.00
Base Bid Total:							$68,345.61		$144,321.50

END OF SPECIFICATIONS - TECHNICAL REQUIREMENTS

ATTACHMENT B
SCHEDULE OF PRICES

Please be aware that the bids to be entered into QuestCDN will need to adhere to the format as detailed below:

Item #	Plants	Unit	Estimated Quantity	Unit Price	Estimated Cost
Spring					
1	Pansies	4" Pots	6,919	$	$
2	Daffodils	6" Pots	166	$	$
3	Tulips	6" Pots	332	$	$
4	Hyacinth	6" Pots	249	$	$
Summer					
5	Ageratum, Blue	Flats	31	$	$
6	Cannalillies	1 Gal	9	$	$
7	Coleus, Red	6" Pots	246	$	$
8	Coleus, Yellow	6" Pots	80	$	$
9	Dahias	Flats	0	$	$
10	Daisies, Gerber	6" Pots	15	$	$
11	Dusty Miller	Flats	9	$	$
12	Geraniums, Hot Pink	4" Pots	260	$	$
13	Geraniums, Red	6" Pots	30	$	$
14	Grasses, Purple Fountain	1 Gal	342	$	$
15	Impatiens, New Guinea	4" Pots	659	$	$
16	Impatients, Mixed	Flats	0	$	$
17	Ivy, English	4" Pots	0	$	$
18	Ivy, Swedish	4" Pots	259	$	$
19	Marigolds, Mixed	Flats	16	$	$
20	Marigolds, Orange	Flats	81	$	$
21	Marigolds, Yellow	Flats	59	$	$
22	Mexican Heather	6" Pots	698	$	$
23	Petunias, Mixed	Flats	0	$	$

2026 UNIT PRICE FLOWER PLANTING

24	Salvia, Blue	4" Pots	916	$	$
25	Salvia, Blue	Flats	17	$	$
26	Salvia, Red	Flats	33	$	$
27	Salvia, White	4" Pots	660	$	$
28	Salvia, White	Flats	17	$	$
29	Snapdragons, Mixed	Flats	11	$	$
30	Spike	4" Pots	31	$	$
31	Sweet Potato Vines	4" Pots	172	$	$
32	Torenia, Purple	4" Pots	93	$	$
33	Torenia, Red	4" Pots	508	$	$
34	Verbena, Purple	4" Pots	166	$	$
35	Verbena, Red	4" Pots	166	$	$
36	Vinca, Red-eye	Flats	32	$	$
37	Vinca, Mixed	Flats	23	$	$
38	Vinca, Vines	4" Pots	15	$	$
39	Wax Begonias, Pink	Flats	68	$	$
40	Wax Begonias, White	Flats	36	$	$
41	Wax Begonias, Mixed	4" Pots	390	$	$
42	Wax Begonias, Mixed	Flats	111	$	$
43	Zinnias, Mixed	4" Pots	0	$	$
44	Wax Begonia, Pink	4" Pots	326	$	$
45	Wax Begonia, White	4" Pots	320	$	$
46	Dragons Wing Begonia	6" Pots	462	$	$
Fall 47	Mums	2 Gal	998	$	$
Winter 48	Evergreen Boughs	2 – 4'	2 tons	$	$
49	Mixed Winter Greens	6" – 2'	500 lbs.	$	$

TOTAL ESTIMATED CONTRACT PRICE:

68,345 (in numbers) Dollars and 61 (in numbers) Cents

Sixty eight thousand three hundred forty five (in words) Dollars and Sixty one (in words) Cents

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Ben Miller, City Forester
Joe O'Neill, Deputy Director of Public Works

Department: Public Works Department

Title: A Resolution Approving Award of the 2026 Holiday Lighting Program Contract to Moreno Landscape & Hardscape LLC., of Highland Park, Illinois

Recommendation:
Staff recommends award of the 2026 Holiday Lighting contract to Moreno Landscape & Hardscape LLC, Highland Park, Illinois. This item was reviewed and approved as part of the Department of Public Works FY26 budget.

Policy Consideration:
The 2026 Annual Holiday Lighting Program includes 278 parkway trees scheduled to be lit and maintained within the Central and Ravinia Business Districts (CBD and RBD). In 2025, the hours of operation for holiday lights were increased from approximately 7 hours daily (4–11 pm) to 18 hours (6 am—Midnight). In addition, the City has increased the budget for the 2026 Holiday Lighting program to accommodate biannual service to support the increased hours of operation.

The trees selected for lighting have been split into five maintenance groups. Each year, one of the five groups will be stripped of lights, pruned for deadwood and clearance, and then restrung with LED lighting. Secondary maintenance includes patching of lights by replacing burned-out or vandalized strands of lighting on the trees. It is anticipated that most LED lighting stands will last two to four years. The Holiday Lighting contract covers only the labor needed to physically install and maintain the holiday lights. The purchase of the estimated 3,000–4,000 light strands needed for the season is done under a separate contract.

The Department of Public Works opened (3) three sealed bids on January 28, 2026. After the bid opening, the lowest apparent bidder rescinded their submission and withdrew from the bid. After review and coordination with the second apparent low bidder, the bidder's work history showed no relevant experience with municipal or large-scale commercial installations, such as what is required in Highland Park.

After thorough examination, the remaining bid from Moreno Landscape & Hardscape, LLC., was found to be the lowest responsible bid at a base contract cost of $82,700. In addition to executing the City's Holiday Lighting Contract from 2021-2025, Moreno Landscape & Hardscape LLC., has performed landscape maintenance work in Highland Park for the past ten years, and their performance has been satisfactory. With approval, this contract will be for the first year of this contract, which includes an annual renewal clause for up to four additional consecutive years. This contract is not conducive to collaborative bidding efforts such as the Municipal Partnership Initiative (MPI) due to the unique nature of each location.

The project will be managed by the Department of Public Works Forestry Section. Tree pruning and removal of old lights will occur in April/May 2026, followed by light installation and patching of lights. Another inspection, and additional minor maintenance as necessary, will occur in autumn in advance of the City's Annual Tree Lighting ceremony, with an anticipated date of Saturday, November 21, 2026. In order to reduce conflicts between work crews and pedestrian traffic, motor vehicular traffic, and to prevent congestion of public parking adjacent to businesses, maintenance activities on holiday lights will occur in the overnight hours (6 pm-5 am).

As in previous years, this contract includes an hourly rate, and City pricing will be extended to businesses to use the same contractor for their private holiday lighting installation. By combining this work with the City installation, inconvenience to businesses and shopping patrons is minimized. Pertinent contract documents are available for review at the Department of Public Works, 1150 Half Day Road.

The attached resolution also authorizes the City Manager to execute future renewals of the Contract if the renewal is based on the terms and conditions set forth in the current contract, as determined by the City Manager and Corporation Counsel. If there are any changes to the terms and conditions, and upon expiration of the contract, succeeding contracts will be presented to the City Council for formal consideration.

Core Priorities:

Fiscal Stability

The historical labor costs of Annual Holiday Lighting Program (excluding purchase of lights) are:

Year	**2023**	**2024**	**2025**
Amount	$34,000	$47,000	$62,000

Sufficient funds are included in the Department of Public Works FY26 budget to pay for this annual program and to purchase new lights.

Vibrancy

Lighting of parkway trees in the Central & Ravinia Business districts contributes to the vibrancy of Highland Park during the winter holidays and throughout the outdoor dining season. The illuminated trees attract patrons to the City's business districts, providing a warm atmosphere for event-goers, shoppers, and residents alike. Additionally, the Holiday Lighting Ceremony kick-starts the holiday season for the community and makes our business districts (and specifically

Port Clinton Square) a focal point for the holiday season; as well as other year-round celebrations and events.

Attachments:

1. Resolution 2026 Holiday Lights
2. Bid Tab - 2026 Holiday Lighting Program
3. 2026 Holiday Lighting Program. - Moreno

CITY OF HIGHLAND PARK

RESOLUTION NO. _____

A RESOLUTION APPROVING AWARD OF THE 2026 HOLIDAY LIGHTING PROGRAM CONTRACT TO MORENO LANDSCAPE & HARDSCAPE, LLC. OF HIGHLAND PARK, ILLINOIS

WHEREAS, the City sought bids for the award of the 2026 Holiday Lighting Program Contract (***"Contract"***), for installing and maintaining holiday lighting throughout the City's Business Districts and

WHEREAS, Moreno Landscape & Hardscape, LLC., of Highland Park, Illinois (***"Moreno"***), was the low responsible bidder of the firms that submitted bid packages to the City; and

WHEREAS, the City Council has determined that entering into the Contract with Moreno will serve and be in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: AUTHORIZATION OF CONTRACT. The Contract by and between the City and Moreno shall be, and is hereby, authorized in substantially the form attached to this Resolution.

SECTION THREE: EXECUTION OF CONTRACT. The City Manager and the Deputy City Clerk shall be, and they are hereby, authorized and directed to execute and attest, on behalf of the City, the Contract upon receipt by the City Clerk of at least one original copy of the Contract executed by Moreno; provided, however, that if the executed copy of the Contract is not received by the City Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the City Council, be null and void.

SECTION FOUR: EXECUTION OF FUTURE RENEWALS OF AGREEMENTS. The City Manager is authorized to execute future renewals of the Contract for future calendar years, in accordance with Section 3.B of the Contract, if: (a) the City Manager determines, in their discretion, that the proposed renewal is favorable to the City; and (b) the terms of the proposed renewal is substantially similar to the Contract, as determined by the City Manager and the Corporation Counsel. This Resolution is not to be deemed or interpreted as obligating the City Manager to execute any future renewal of any Contract

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

RFP - Holiday Lighting Program (#10022490)
Owner: Highland Park IL, City of
Solicitor: Highland Park IL, City of
01/27/2026 11:00 AM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	B&B Holiday		RiveraCCManagement		Moreno Landscape &	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid						Rescinded Bid			$ 52,500.00		$ 78,500.00
	1	1	Stringing Lights on Bare Trees	EA	130			$ 350.00	$ 45,500.00	$ 450.00	$ 58,500.00
	2	2	Patching Strands on Trees with Lights	EA	50			$ 140.00	$ 7,000.00	$ 400.00	$ 20,000.00
Hourly Rate									$ 14,200.00		$ 4,200.00
	3	3	Additional Work as Needed - Laborer	Hourly	80			$ 95.00	$ 7,600.00	$ 35.00	$ 2,800.00
	4	4	Additional Work as Needed - Lift Truck	Hourly	40			$ 165.00	$ 6,600.00	$ 35.00	$ 1,400.00
Base Bid Total:									$ 66,700.00		$ 82,700.00

HOLIDAY DECORATING
2048 Foster Ave.
Wheeling, IL 60090

Re: RFP 10022490 Holiday Lighting Program
Attn: Ben Miller, City Forester
City of Highland Park
1150 Half Day Rd.
Highland Park, IL 60035

Mr. Miller,
After review of our proposal pricing it has been brought to our attention and confirmed by yourself that our proposal has a discrepancy in cost per unit as our definition of unit did not align with what was expected from the RFP. Due to this we are requesting that our pricing offer be withdrawn from consideration for the duration of the contract and subsequent renewal periods. To confirm, we rescind our pricing proposal for RFP 10022490 from consideration for contract.

Thank you for your consideration and input in this matter.

Sincerely,



Patrick W. Fitzgibbons
Sales Coordinator
B&B Holiday Decorating, LLC

City of Highland Park

1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

Public Works Department

CONTRACT/PROPOSAL
2026 HOLIDAY LIGHTING PROGRAM

The City will receive sealed proposals until
11:00 a.m. on Tuesday, January 27, 2026
through QuestCDN.com **[Project #10022490]**.

Full Name of Bidder ("***Bidder***")	Moreno Landscape & Hardscape LLC	
Office Address	2057-A148 Greenbay Rd	
City, State Zip	Highland Park	
Contact Person	Bethany Moreno	
Email Address	beth@morenolh.com	
Telephone No. 2244307511		Fax No.

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. None *[**if none, write "NONE"**], which are securely stapled to the end of this Contract/Proposal.*

1. **Work Proposal**

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract/Proposal and the City's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, supplies, information, data, and other means and items necessary for the **2026 HOLIDAY LIGHTING PROGRAM** in the Business Districts of the City of Highland Park ("***Work Sites***");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the standards of recognized professional firms in performing Work of a similar nature, in full compliance with, and as required by or pursuant, to this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto as **Attachment A** and by this reference made a part of this Contract/Proposal.

C. Responsibility for Damage or Loss. Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to City repair or replace, any damage done to, and any loss or injury suffered by, the City, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. City shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in City's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and the City, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. **Contract Price Proposal**

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. SCHEDULE OF PRICES

For providing, performing, and completing all Work, the sum of products resulting from multiplying the number of acceptable units of Unit Price Items listed in **Attachment B, Schedule of Prices** incorporated into the Work.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are the City's estimate only, that the City reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released

C. TIME OF PAYMENT

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Within 45 days from Receipt of Invoice

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

Invoices must be submitted within sixty (60) days of completion of the Work. The City has no obligation to pay any invoices submitted after sixty (60) days of the completion of the invoiced Work.

3. **Contract Time Proposal**

A. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following the City's acceptance of this Contract/Proposal provided Bidder shall have furnished to the City all bonds and all insurance certificates specified in this Contract/Proposal ("***Commencement Date***"). If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the installation Work (annual cycle unit cost portion of Work) not later than **May 14, 2026,** with other work as directed by the City, not later than **December 31, 2026**. ("***Time of Performance***"). The City may modify the Time of Performance at any time upon 15 days prior written notice to the Bidder. Delays caused by the City shall extend the Time of Performance; provided, however, that Bidder shall be responsible for completion of all Work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Bidder or of the City.

B. This Contract may be renewed for no more than four additional and consecutive one-year terms, upon the mutual written consent of the City and Bidder. For all Work performed by Bidder during any renewal term, Bidder shall be paid an amount equal to the total Contract Price, as adjusted by an amount to be mutually agreed by the City and Bidder, and in no event greater than the higher of 3% or the Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor for Chicago-Naperville-Elgin, IL-IN-WI, All Items (1982-84 = $100) for the previous calendar year. ("Renewal Terms")

4. **Financial Assurance**

A. Bonds.

None.

B. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following the City's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to the City. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability
   Limits shall not be less than:
   Worker's Compensation: Statutory
   Employer's Liability:
   $500,000 ea. accident-injury
   $500,000 ea. employee-disease
   $500,000 disease-policy
   Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability
   Limits for vehicles owned, non-owned or rented shall not be less than:
   $1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability
   Limits shall not be less than:
   $1,000,000 Bodily Injury and Property Damage Combined Single Limit.
   Coverage is to be written on an "occurrence" basis.
   Coverage to include:
   - Premises Operations
   - Products/Completed Operations
   - Independent Contractors
   - Personal Injury (with Employment Exclusion deleted)
   - Broad Form Property Damage Endorsement
   - "X," "C," and "U"
   - Contractual Liability

   Contractual Liability coverage shall specifically include the indemnification set forth below.

C. Indemnification. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.

D. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. **Firm Proposal**

All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts this Contract/Proposal within 60 days after the date this sealed Agreement is opened.

6. **Bidder's Representations and Warranties**

In order to induce the City to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, shall strictly conform to the requirements of this Contract/Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract/Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto the City.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation; any statutes requiring preference to laborers of specified classes, including, without

limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Bidder is not barred by law from contracting with the City or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.

7. **Acknowledgements**

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.

B. Reservation of Rights. The City reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract/Proposal and in the City's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to the City in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract/Proposal and, except where stated otherwise references in this Contract/Proposal to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the City, whether before or after the City's acceptance of this Contract/Proposal; nor any information or data supplied by the City, whether before or after the City's acceptance of this Contract/Proposal; nor any order by the City for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by the City; nor any extension of time granted by the City; nor any delay by the City in exercising any right under this Contract/Proposal; nor any other act or omission of the City shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of the City.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract/Proposal that should any provision, covenant, agreement, or portion of this Contract/Proposal or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract/Proposal and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract/Proposal to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract/Proposal shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the City.

J. Governing Law. This Contract/Proposal shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

K. Reserved.

L. Conflicts of Interest. Bidder represents and certifies that, to the best of its knowledge, (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Bidder or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Bidder nor any person employed or associated with Bidder has any interest that would conflict in any manner or degree with the

performance of the obligations under this Agreement; and (3) neither Bidder nor any person employed by or associated with Bidder shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

M. Attachment/Conflicts. **Attachment A & B** attached to this Contract/Proposal are, by this reference, incorporated in and made a part of this Contract/Proposal. In the event of a conflict between the Attachments and the text of this Agreement, the text will control.

N. Award of Contract. The City reserves the right to make multiple awards of this Contract.

DATED this January 12, 2026

2026 HOLIDAY LIGHTING PROGRAM

Dated this 26th day of January, 2026

Bidder's Status: ☐ _____ Corporation ☒ Illinois Partnership ☐ Individual Proprietor
(State) (State)

Bidder's Name: Moreno Landscape & Hardscape LLC

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____
(Corporate seal, if corporation)

Printed Name: Beth Moreno

Title/Position: Owner

Business Address: 2057-A148 Greenbay Rd, Highland Park, IL 60035

Business phone: 2244307511

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS

Related Experience
List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	PROJECT ONE	PROJECT TWO	PROJECT THREE
Owner Name	2021 Holiday Lights	2021 Holiday Lights Extension	2022-2025 Tree Decorating
Owner Address	1150 Half day Rd Highland Park IL 600	1150 Half day Rd Highland Park IL 600	1850 Lewis Ave
Reference	Ben Miller	Ben Miller	Sonia Arty
Phone Number	8473096653	8473096653	8479426335
Type of Work	Holiday Light Installation	Holiday Light Installation	Holiday Light Installation

CITY'S ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Highland Park ("***City***") this 26th day of January, 2026.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the City without further notice of objection and shall be of no effect nor in any circumstances binding upon the City unless accepted by the City in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the City of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

ATTEST:

_____

Ashley Palbitska, Deputy City Clerk

CITY OF HIGHLAND PARK

_____

Ghida S. Neukirch, City Manager

#1498157_v5

RFP - Holiday Lighting Program (#10022490)
Owner: Highland Park IL, City of
Solicitor: Highland Park IL, City of
01/27/2026 11:00 AM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	B&B Holiday		RiveraCCManagement		Moreno Landscape &	
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Base Bid Total:									$ 66,700.00		$ 82,700.00

SPECIFICATIONS

Background

a. City will use separate contractor to strip lights off of trees and prune them for safety and clearance.
b. City has approximately 270 trees that will be split into four groups. One group will be stripped, pruned, and restrung every year to create a four-year cycle. The number of trees in each year/cycle will not be exactly even.

1. String Lights on Bare Trees (unit cost)

a. Bare trees will be identified by City and provided to Contractor as a list of addresses and/or a map.
b. Contractor will string new light strands on bare trees.
c. The City will provide the light strands, extension cords, and 3-way blocks.
d. All light strands will be wrapped around trunks or limbs, not draped.
e. Lights should be connected end to end radiating from a common distribution point.
f. Each tree shall have a maximum of 15 amps per outlet-connected load.
g. No less than 10 strands and no more than 35 strands (50 light-strands) shall be used to illuminate one tree. More may be allowed if determined by City.
h. No more than 55 strands (50 light-strands) shall be used to illuminate the trees in the Port Clinton Plaza and larger trees.
i. All outlets shall be used at the tree location. No cords will be allowed to be strung from tree to tree and no cords will be laid upon the ground unless approved by City. Where approved, cords laid upon the ground shall utilize cord covers (supplied by the contractor) to avoid tripping hazards.
j. All light strands shall be placed in such a way that the lights strands shall extend to the tip of the branch. When possible cord connections shall be done at trunk of the tree. Although all branches are not required to be wrapped, consistency and uniformity shall be maintained throughout the tree.

2. Patching Strands on Trees with Lights (unit cost)

a. In addition to stringing lights on bare trees (above item #1), Contractor will patch trees with existing lights on trees outside the current year designated zone by cutting out dead strands and replacing with new strands.
b. Trees that need patching will be identified by City and provided to Contractor as a list of addresses and/or a map.
c. The City will provide the light strands, extension cords, and 3-way blocks.
d. All light strands will be wrapped around trunks or limbs, not draped.
e. Lights should be connected end to end radiating from a common distribution point.
f. Each tree shall have a maximum of 15 amps per outlet-connected load.
g. No less than 10 strands and no more than 35 strands (50 light-strands) shall be used to illuminate one tree, more may be allowed if determined by City.
h. No more than 55 strands (50 light-strands) shall be used to illuminate the trees in the Port Clinton Plaza and larger trees.
i. All outlets shall be used at the tree location. No cords will be allowed to be strung from tree to tree and no cords will be laid upon the ground unless approved by City. Where approved, cords laid upon the ground shall utilize cord covers (supplied by the contractor) to avoid tripping hazards.
j. All light strands shall be placed in such a way that the lights strands shall extend to the tip of the branch. When possible cord connections shall be done at trunk of the tree. Although all branches are not required to be wrapped, consistency and uniformity shall be maintained throughout the tree.

3. **Special Projects (hourly)**
    a. If additional lighting is required it will be provided by the Contractor at the hourly rate provided. This pricing will be extended to businesses in our Central Business District and Ravinia Business District.
4. **Equipment**
    a. All installation of lights shall be made by lifts or lift trucks done in a way not to harm the trees or damage any City of Highland Park property or private property.
    b. No lifts shall be allowed on Port Clinton Plaza area unless pre-approved by City (weight limit due to underground parking garage).
    c. All work shall be performed in compliance with OSHA guidelines on aerial lift safety. Fall-arrest harnesses shall be worn. A grounds-person must be present and in visual/audio contact with the lift operator. No lift operator/user shall be permitted outside of the lift basket/bucket during aerial operation.
    d. Contractor shall provide at least one generator per lift to test lights. Power outlets will not be turned on to test lights.
5. **Work**
    a. The 2026 Holiday Lighting Program will consist of two phases; Spring (prior to the growing season) & Fall (September/October prior to the holiday season).
        i. The start date for **Phase 1** of the 2026 program is no later than April 27, 2026 and should be completed by May 22, 2026
        ii. The start date for **Phase 2** of the 2026 program is no later than September 28, 2026 and should be completed by October 30, 2026
    b. Supplemental work (unit cost items and/or hourly items) will be required prior to the City's annual lighting ceremony at Port Clinton Plaza; typically the Saturday before Thanksgiving.
    c. Special Projects with pricing extended to businesses in our Central Business District and Ravinia Business District will occur on a timeline agreed before beginning that work.
    d. The time of day and the days of the week the work is performed shall be at the sole discretion of City. Overnight work is strongly preferred (10:00pm-7:00am). Daytime work may be required as well (7:00am – 3:30pm), including when it may be necessary to meet City on site.
    e. Contractor must provide a work schedule to City on a weekly basis (or more often if necessary) throughout the time of performance (email or verbal communication).
    f. Contractor must submit a weekly report of work performed on the form provided as Exhibit A.
    g. No more than four parking spaces shall be occupied at any one time within the business district, except between the overnight hours of 10:00pm-7:00am.
    h. When multiple crews are working on the same electrical circuit, only one crew may operate per block, except between the overnight hours of 10:00pm-7:00am.

SCHEDULE OF PRICES

Note: The City reserves the right to accept any item of this proposal.

Year/Cycle		Work Zone	Work Sites see attached maps – CBD and Ravinia	Quantity
2026/1		4	Central Ave West of Tracks	80 Trees
2027/2*		1	First Street, Second Street, and Green Bay Road	85 Trees
2028/3*		6	Ravinia Business District	31 Trees
2029/3*		2	Port Clinton Plaza Ravinia Train Station	14 Trees 5 Trees
20230/4*		5	St Johns Ave, Sheridan, Central Ave East of Tracks	63 Trees
	* Anticipated Future Contracts			

SCHEDULE OF PRICES as uploaded into QuestCDN vBid [project #10022490]

Line Item	Item Code	Item Description	UofM	Quantity *(Estimated)*	Unit Price	Extension
Base Bid						
1	1	Stringing Lights on Bare Trees	Ea	130		
2	2	Patching Strands on Trees with Lights	Ea	50		
Hourly Rate						
3	3	Additional Work as Needed - Labor	Hourly	80		
4	4	Additional Work as Needed - Lift Truck	Hourly	40		

ESTIMATED TOTAL CONTRACT PRICE (Base Bid + Hourly Costs):

WEEKLY REPORT FORM

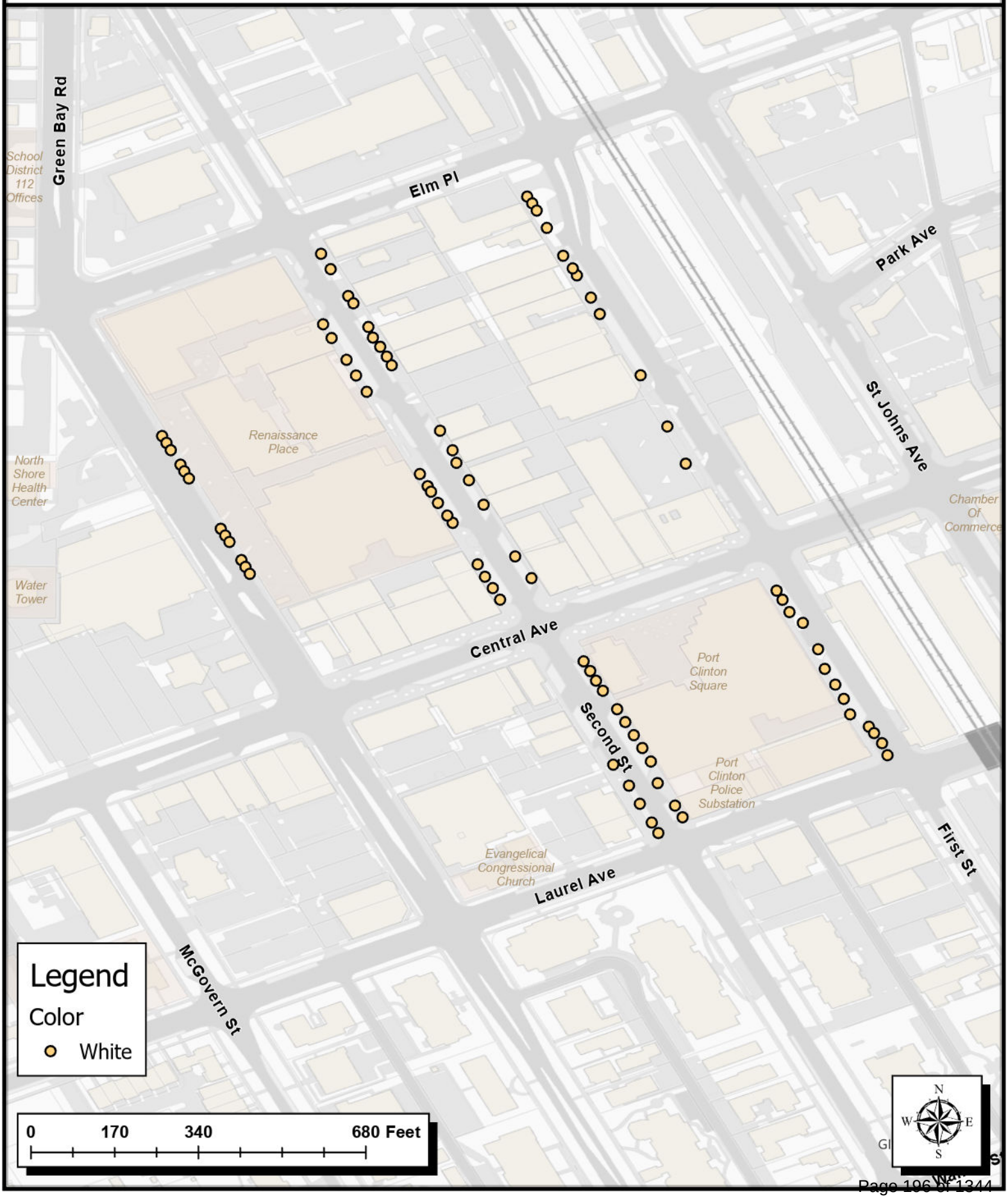
	Dates (2026)	# of Trees Completed (bare)	# of Trees Completed (patch)	# of Man Hours	# of Lift Truck Hours	# of Light Strands
1	April 26 – May 2					
2	May 3 – May 9					
3	May 10 – May 14					
	TOTALS					

Holiday Lights

Zone: 1

GIS Consortium

Date: 8/7/2025

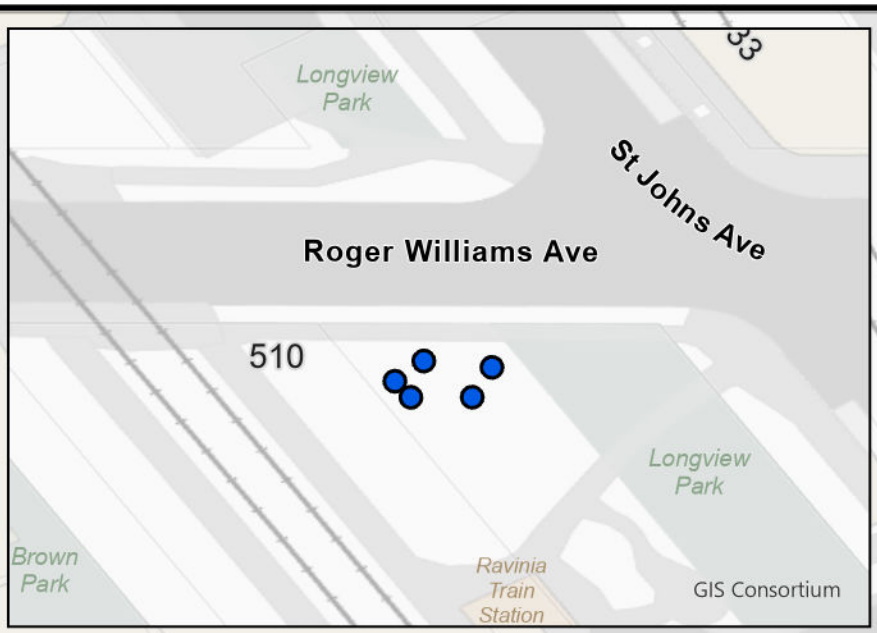


Holiday Lights

Zone: 2 & 3

GIS Consortium

Date: 8/7/2025



1849
1837-1845
1833-1835
1825
579-589
595-607
613-617
601-621
Second St
325
Central Ave
600-620
640
638
1788
Port Clinton Square
1774
1766
Port Clinton Police Substation

Legend

Color

0 55 110 220 Feet

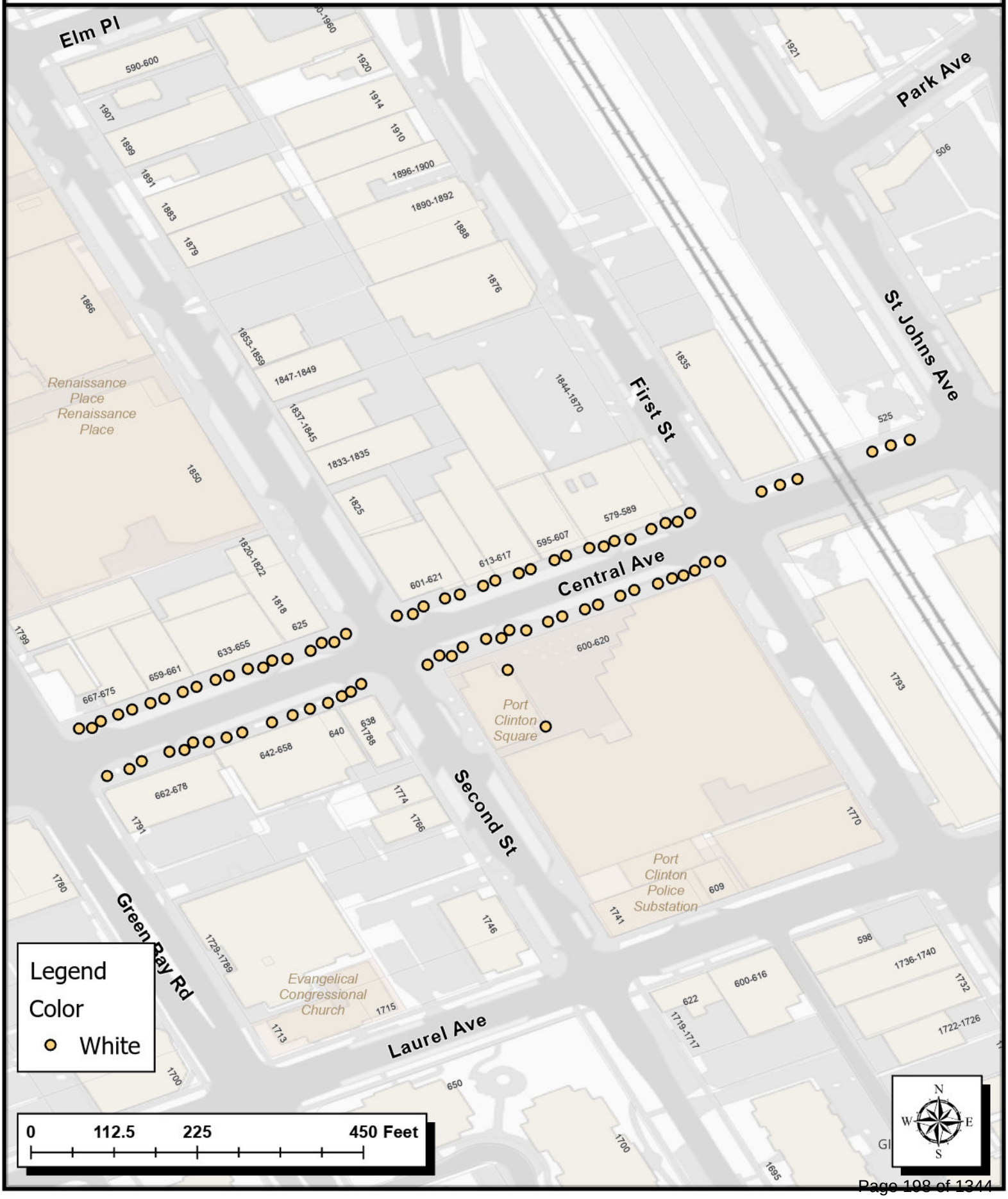
N W E S

Holiday Lights

Zone: 4

GIS Consortium

Date: 8/7/2025

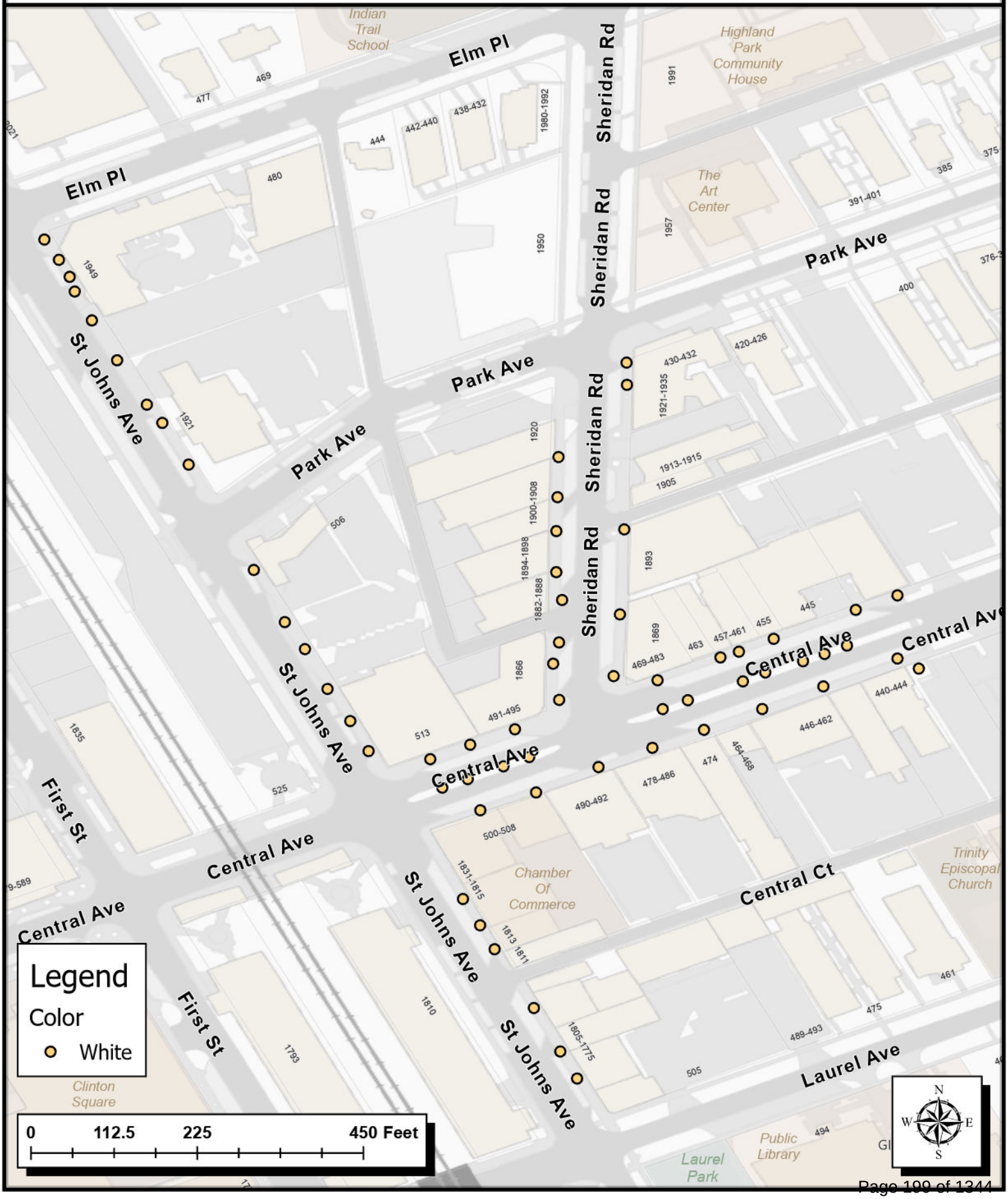


Holiday Lights

Zone 5

GIS Consortium

Date: 8/7/2025

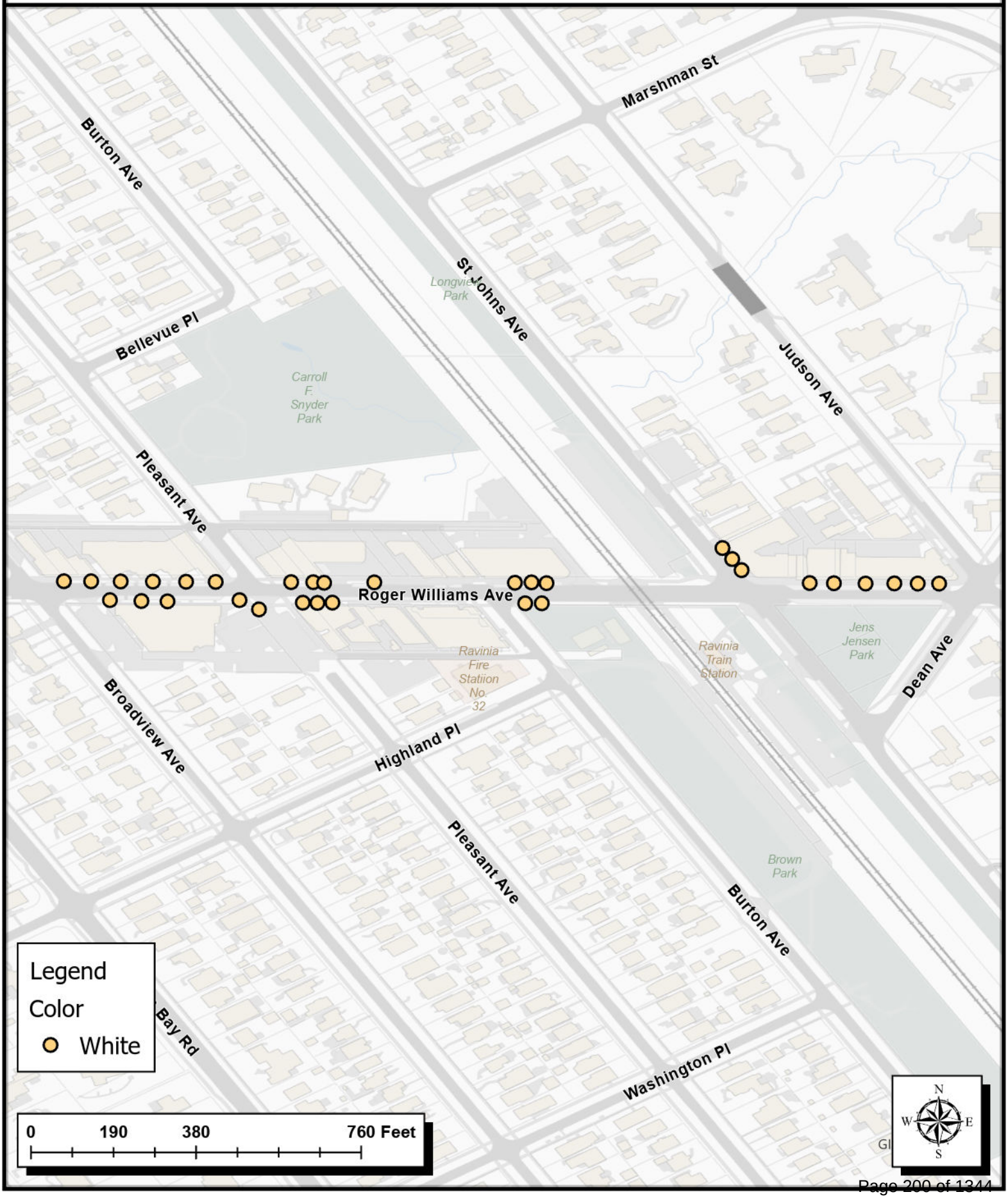


Holiday Lights

Zone: 6

GIS Consortium

Date: 8/7/2025



Staff Report

Meeting Date: February 9, 2026

Staff Contact: Ben Miller, City Forester

Department: Public Works Department

Title: A Resolution Approving Award of the 2026 Unit Price Tree Purchasing Program Contracts to Multiple Vendors

Recommendation:
Staff recommends award of the 2026 Unit Price Tree Purchasing Program Contract to multiple nursery vendors. The Tree Purchase Program was approved as part of the Department of Public Works FY26 Capital Improvement Plan.

Policy Consideration:
The Department of Public Works Forestry Section's tree care maintenance tasks and capital programs are all outsourced, performed by various authorized contractors. The Forestry Section, consisting of two full-time employees, one seasonal Forester, and independent contractors, are responsible for the health of approximately 25,000 public trees. Each year, the Forestry Section manages various tree care programs on City-owned trees within public parkways, public properties, easements, and rights-of-way.

The City of Highland Park has been a long-standing member of Tree City USA, a designation conferred by the Arbor Day Foundation. This program was founded in 1976 to encourage municipalities to invest in trees and bring about a greener and healthier America. To receive this award, on an annual basis, Highland Park must document its achievements and commitment to the urban forest and robust tree preservation ordinance. This includes financial expenditures per capita, as well as a thorough accounting of City operations with regard to trees (tree planting, pruning activity, removals, etc.). The application must be approved by the Illinois Department of Natural Resources prior to submittal to the Arbor Day Foundation for acceptance. Only one Illinois municipality has a longer tenure as a Tree City USA: Urbana, IL (the birthplace of the International Society of Arboriculture).

Highland Park has received this honor since 1979 (46 consecutive years as of 2026), as well as receiving an additional Growth Award for the past 9 years. The Growth Award honors the City for going above base requirements in addressing the holistic concerns facing Highland Park's ecosystem. Highland Park consistently receives praise from state officials for the Forestry

Section's leadership in the Tree City USA program and for its progressive and comprehensive list of projects. The crux of this being the Cooperative Tree Purchasing program with other communities. Other initiatives, such as the Highland Park Tree Nursery, McClory Trail Pollinator Garden, and Carbon Credit Program, display the city's comprehensive approach to urban forestry management.

The City of Highland Park has an approximate 49% tree canopy covering public property according to GIS records; this is higher than that of our immediate neighboring communities.

Each year, the Forestry Section solicits bids for the purchase of trees. Trees are purchased from various nurseries located primarily in northern Illinois or our specific growing region. Out-of-state vendors are used when quality, quantity, and diversity standards cannot be met by in-state vendors. Forestry anticipates planting 300–400 parkway trees during the FY 26 growing season. The parkway tree planting program provides replacements for trees lost to normal attrition or for areas that could support additional trees. In some cases, removals are the result of Emerald Ash Borer (EAB) or Dutch Elm Disease (DED) infestation. There were a total of 285 trees removed in 2025 for a variety of reasons, including natural attrition.

Eight sealed bids were opened on January 23, 2026 for the tree purchasing program. In evaluating proposals, staff considers species diversity, species availability, quality, quantity, and cost. With the City's goal of diversifying the species in our urban forest, the availability of certain healthy, high-quality species can be difficult to find, which in turn increases costs. Therefore, all nurseries that bid have been included for purchasing.

As planting numbers have increased in our community as well as other communities, the quantity and availability of trees have decreased. Because of this, it is likely trees purchased will not be equally distributed among all the vendors. All efforts will be made to ensure tree purchases are obtained from low, responsible bidders who can provide the required quantities of high-quality, healthy trees while minimizing delivery costs. Additionally, contract specifications require that trees supplied by participating nurseries are free of Neonicotinoid-based pesticides.

The proposed contract was a joint bid with the Park District of Highland Park (PDHP) and the City of Lake Forest. The City is also a member of the Suburban Tree Consortium, as that joint bidding effort yields alternative competitive pricing. The purchased trees will be stored in the Public Works Tree Nursery. The City typically purchases trees for parkway planting that are 3" in diameter at breast height (DBH). The availability of a dedicated nursery area allows the City, when beneficial, to purchase and store smaller diameter trees and saplings, which can then mature and be planted at a later date. The ability to store trees of various DBHs in the nursery provides additional flexibility within the planting period.

The following are the businesses determined to be the low, responsible bidders:

- Arhur Weiler Inc. of Bristol, Wisconsin;
- Breezy Hill Nursery of Salem, Wisconsin;
- Goodmark Nurseries of Wonder Lake, Illinois;
- Kankakee Nursery of St. Anne, Illinois;

- Majestic Oaks Nursery of Spring Grove, Illinois;
- Poul's Nursery of Long Grove, Illinois;
- Schichtel's Nursery of Springville, New York;
- Site One Landscape Supply of Westlake, Ohio.

The purchased trees are planted using the City's authorized Tree Planting Program contractor. The Tree Planting contract is detailed in a separate staff report. The majority of trees purchased under this contract are planted in the spring season (~2/3); approximately 1/3 will be planted in autumn. The Forestry Section of Public Works manages the tree purchasing program as well as the tree planting program. Pertinent documents are available for review at the Public Services Building, Public Works Department, 1150 Half Day Road.

Core Priorities:

Fiscal Stability

Historically, the costs associated with the tree purchase program are outlined below. The budget figure does not include planting, watering, staking and other maintenance conducted as part of the other programs within the Forestry budget.

Budget Year	2023	2024	2025
Amount	$67,000	$67,000	$68,000

Sufficient funds for our Tree Purchasing Program have been included in the FY26 Forestry Section budget.

Public Safety/Infrastructure Investment

Ensuring the long-term health and survival of Highland Park's parkway trees, starts at the beginning. Purchasing high-quality trees, of diverse species, is a significant investment by the City, However, in doing so, it protects against the potential hazards to public rights-of-way. Proper purchase/planting and management of parkway trees reduces long-term costs/risks to the public resulting from storm damage, climate change, and predation by invasive pests/disease. In addition, long-term survival of trees, works in concert with investments in infrastructure to improve aesthetics, as well as ecological, and biological functions within the urban forest.

Environmental Sustainability/Vibrancy

Planting the "right tree in the right spot" is a core tenet to the proper stewardship of the urban forest. A corollary principle is selecting (purchasing) the right trees for the right environment. In this case, the City aims to purchase a diverse selection of trees; ones that are adapted to the adverse conditions posed by City parkways. As these trees grow, and certainly when they reach maturity, parkway trees provide many ecological benefits to the community that extend beyond aesthetic value. This includes mitigation of heat-island & wind chill effects, carbon sequestration, and management of stormwater.

Through diversification of it's public trees, the City enhances the vibrancy of parkways throughout the many neighborhoods of Highland Park. Parkway trees are selected to provide a wide variety of characteristics to City rights-of-way. This includes attributes such as: native species, exhibiting fall color, wildlife habitat/forage potential, seasonal interest (flowering, fruit,

nut, seed production, etc...), unique bark or leaf type, and much more.

Attachments:

1. Resolution 2026 Tree Purchasing
2. Bid Tab - 2026 Tree Purchasing
3. 2026 Tree Purchasing Contract

CITY OF HIGHLAND PARK

RESOLUTION NO. _____

A RESOLUTION APPROVING AWARD OF THE 2026 UNIT PRICE TREE PURCHASING PROGRAM CONTRACTS TO MULTIPLE VENDORS

WHEREAS, the City sought bids for the award of the 2026 Unit Price Tree Purchasing Contract (***"Contract"***), for the purchase of trees from multiple vendors; and

WHEREAS, Arhur Weiler Inc. of Bristol, Wisconsin; Breezy Hill Nursery of Salem, Wisconsin; Goodmark Nurseries of Wonder Lake, Illinois; Kankakee Nursery of St. Anne, Illinois; Majestic Oaks Nursery of Spring Grove, Illinois; Poul's Nursery of Long Grove, Illinois; Schichtel's Nursery of Springville, New York; and Site One Landscape Supply of Westlake, Ohio (collectively**,** the ***"Vendors"***), were the low responsible bidders of the firms that submitted bid packages to the City; and

WHEREAS, the City Council has determined that entering into the Contracts with the Vendors will serve and be in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: AUTHORIZATION OF CONTRACTS. The Contracts by and between the City and the Vendors are hereby authorized in substantially the form attached to this Resolution.

SECTION THREE: EXECUTION OF CONTRACTS. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, the Contracts upon receipt by the City Clerk of at least one original copy of the Contract executed by the appropriate Vendor; provided, however, that if the executed copy of the Contract is not received by the City Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the City Council, be null and void.

SECTION FOUR: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the City Council.

Bid Tabulation

City of Highland Park, Illinois

Public Works Department

2026 Tree Purchasing Program

Bid Opening: January 23, 2026, 3 p.m.

Attended by: Bianca Ramirez (CHP), Ben Miller (CHP), & Kym Pluta (CHP) 8 Bids Received

			1		2		3		4		5		6		7		8	
			Arthur Weiler Nursery Bristol, WI		Breezy Hill Nursery Salem, WI		Goodmark Nurseries Wonder Lake, IL		Kankakee Nursery Saint Anne, IL		Majestic Oaks Nursery Spring Grove, IL		Poul's Nursery Long Grove, IL		Schichtel's Nursery Springville, NY		SiteOne Landscape Supply Westlake, OH	
Species	**Variety**	**Size/DBH (Inches)**	**Bid Price**	**Qty.**	**Bid Price**	**Qty.**	**Bid Price**	**Qty.**	**Bid Price**	**Qty.**	**Bid Price**	**Qty.**	**Bid Price**	**Qty.**	**Bid Price**	**Qty.**	**Bid Price**	**Qty.**
Acer x fremanii "Marmo"	Marmo Red Maple	3	$ 215.00	30			$ 236.00	50	$ 179.00	120			$ 210.00	20	$ 249.00	3+	$ 294.64	10
Acer saccharum "Green Mountain"	Green Mountain Sugar Maple	3	$ 245.00	20	$ 330.00	330			$ 265.00	38					$ 249.00	3+	$ 294.64	10
Aesculus flava	Yellow Buckeye	1.5													$ 165.00	15+	$ 312.50	15
		2	$ 190.00	20													$ 312.50	15
		2.5	$ 240.00	2													$ 376.79	15
		3															$ 376.79	15
Aesculus glabra	Ohio Buckeye	Container							$ 185.00	50					$ 202.00	20+	$ 294.64	20
		2	$ 165.00	15			$ 188.00	20					$ 130.00	50	$ 280.00	20+	$ 312.50	20
		2.5	$ 185.00	15									$ 160.00	15			$ 473.21	20
		3	$ 210.00	15									$ 200.00	5			$ 473.21	20
Aesculus hippocastanum "Baumann"	Baumann Common Horsechestnut	1.5													$ 195.00	3	$ 473.21	20
		2													$ 250.00	2	$ 473.21	20
		2.5															$ 491.07	20
		3															$ 491.07	20
Aesculus x 'Autumn Spendor'	Autumn Spendor Buckeye	1.5													$ 185.00	20+	$ 473.21	20
		2	$ 180.00	30			$ 188.00	50	$ 195.00	50			$ 180.00	5			$ 473.21	20
		2.5											$ 200.00	10			$ 491.07	20
		3											$ 230.00	5			$ 491.07	20
Aesculus x carnea 'Fort McNair'	Fort McNair Red Horsechestnut	1.5			$ 190.00	22									$ 185.00	10+	$ 475.00	20
		2	$ 190.00	20	$ 225.00	14	$ 188.00	30	$ 205.00	20			$ 180.00	5			$ 475.00	20
		2.5															$ 503.57	20
		3															$ 503.57	20
Amelanchier x grandiflora	Autumn Brilliance Serviceberry	1.5			$ 180.00	200	$ 178.00	500	$ 190.00	200					$ 135.00	30+	$ 294.64	30
		2	$ 170.00	20	$ 225.00	23											$ 294.64	30
		2.5	$ 210.00	15													$ 376.79	30
		3															$ 376.79	30
Betula nigra	River Birch (Heritage)	1.5													$ 140.00	5+	$ 376.79	5
		2	$ 160.00	10					$ 170.00	50							$ 376.79	5
		2.5	$ 190.00	10													$ 419.64	5
		3													$ 210.00	5+	$ 419.64	5
Carpinus caroliniana	American Hophornbeam	1							$ 125.00	10					$ 115.00	10+	$ 376.79	10
		1.5					$ 172.00	300							$ 128.00	10+	$ 376.79	10
		2	$ 175.00	20					$ 189.00	100							$ 376.79	10
		2.5	$ 215.00	20									$ 160.00	5			$ 455.36	10
		3											$ 190.00	5			$ 455.36	10
Carya (Container Grown)	Hickory (As Available)	25 Gal													$ 591.00	10	$ 337.50	10
Catalpa speciosa	Northern Catalpa	1.5							$ 119.00	40					$ 118.00	45+	$ 294.64	45
		2	$ 170.00	30	$ 190.00	8	$ 172.00	800							$ 130.00	45+	$ 294.64	45
		2.5	$ 185.00	50	$ 215.00	24	$ 200.00	50							$ 148.00	45+	$ 355.36	45
		3	$ 215.00	50	$ 245.00	67	$ 236.00	50	$ 155.00	200					$ 155.00	45+	$ 355.36	45
Catalpa x erubescens	Purple Catalpa	1.5							$ 105.00	300					$ 138.00	20+		
		2																
		2.5																
		3																
Celtis occidentalis	Common Hackberry	1.5			$ 185.00	2525									$ 133.00	55+	$ 294.64	55
		2	$ 165.00	100	$ 220.00	539	$ 180.00	500	$ 165.00	100			$ 180.00	10	$ 158.00	25+	$ 294.64	55
		2.5	$ 195.00	100	$ 260.00	312	$ 216.00	100	$ 189.00	100	$ 190.00	25	$ 210.00	5			$ 407.14	55
		3			$ 300.00	351	$ 232.50	100			$ 220.00	10	$ 240.00	10	$ 200.00	5+	$ 407.14	55
Cercidiphyllum japonicum	Katsuratree	1.5													$ 147.00	10+	$ 376.79	10
		2															$ 376.79	10
		2.5															$ 473.21	10
		3															$ 473.21	10
Cercis canadensis	Eastern Redbud	8'													$ 170.00	15+	$ 294.64	45
		Container							$ 170.00	50					$ 176.00	45+	$ 258.93	45
		2	$ 180.00	35							$ 185.00	20					$ 294.64	45
		2.5									$ 195.00	20					$ 294.64	45
		3																
Cersis canadensis f. alba	White Redbud	1.5															$ 330.36	20
		2															$ 330.36	20
		2.5															$ 376.79	20
		3															$ 376.79	20
Chionanthus virginicus	Fringe tree	1.5															$ 276.79	10
		2															$ 276.79	10
		2.5															$ 387.50	10
		3															$ 387.50	10
Cornus alternafolia	Pagoda Dogwood	8'													$ 210.00	3	$ 376.79	5
Cornus kousa	Kousa Dogwood	Container Grown													$ 186.00	5+	$ 276.79	5
		1.5													$ 149.00	5+	$ 294.64	5
		2															$ 294.64	5
		2.5															$ 376.79	5
Cornus mas	Cornelian Cherry Dogwood	1													$ 130.00	40+	$ 335.71	40
		1.5													$ 140.00	20+	$ 335.71	40
		2															$ 335.71	40
		2.5															$ 382.14	40
		3															$ 382.14	40
Crataegus viridis	Winter King Hawthorn	1.5							$ 125.00	16					$ 150.00	10+	$ 316.07	10
		2	$ 165.00	20									$ 170.00	10			$ 316.07	10
		2.5					$ 187.50	200	$ 177.00	45			$ 200.00	10			$ 376.79	10
		3							$ 230.00	4							$ 376.79	10

Diospyros virginiana	Common Persimmon	Container Grown													$ 143.00	10+	$ 258.93	10
Fagus grandifolia	American Beech	1.5					$ 270.00	40							$ 165.00	15+		
		2													$ 200.00	40+		
		2.5	$ 210.00	15											$ 230.00	35+		
		3	$ 230.00	5											$ 300.00	15+		
Ginkgo biloba	Ginkgo: (As available)	1.5			$ 215.00	674			$ 162.00	100					$ 170.00	40+	$ 378.57	40
		2	$ 230.00	20	$ 290.00	703	$ 290.00	400							$ 200.00	20+	$ 378.57	40
		2.5			$ 340.00	136	$ 340.00	30									$ 419.64	40
		3			$ 370.00	4											$ 419.64	40
Gleditsia triacanthos	Honey Locust: (As available)	1.5			$ 180.00	407			$ 144.00	37					$ 120.00	50+	$ 389.29	50
		2	$ 150.00	50+	$ 210.00	1555	$ 150.50	1000	$ 140.00	200	$ 135.00	40	$ 160.00	50	$ 146.00	50+	$ 389.29	50
		2.5	$ 175.00	50+	$ 255.00	1006	$ 175.00	1000	$ 199.00	200	$ 175.00	10	$ 190.00	60	$ 155.00	50+	$ 423.21	50
		3	$ 205.00	30+	$ 300.00	496			$ 250.00	8	$ 205.00	10	$ 230.00	50	$ 175.00	50+	$ 423.21	50
Gymnocladus dioicus	Kentucky Coffeetree	1.5													$ 155.00	80+	$ 383.93	80
		2	$ 185.00	20			$ 188.00	400	$ 190.00	18	$ 180.00	30	$ 170.00	20	$ 200.00	10+	$ 383.93	80
		2.5					$ 224.00	100	$ 216.00	32			$ 200.00	20			$ 419.64	80
		3							$ 250.00	18			$ 230.00	30	$ 175.00	80+	$ 419.64	80
Hammamelis vernalis	Vernal Witchazel	48"			$ 90.00	48	$ 64.00	20	$ 79.00	150			$ 100.00	10			$ 258.93	10
Hammamelis virginiana	Common Witchazel	Container Grown													$ 100.00	20+	$ 258.93	20
Juniperus virginiana	Eastern Red Cedar	6'							$ 165.00	10					$ 138.00	5+	$ 176.79	5
Koelreuteria paniculata	Golden Raintree	1.5					$ 199.75	10									$ 294.64	10
		2															$ 294.64	10
		2.5															$ 383.93	10
		3															$ 383.93	10
Larix laricina	Tamarack	1.5													$ 120.00	20+	$ 294.64	20
		2													$ 140.00	20+	$ 294.64	20
		2.5															$ 376.79	20
		3															$ 376.79	20
Liquidambar styraciflua	Sweetgum	1.5													$ 150.00	10+	$ 294.64	40
		2	$ 170.00	40			$ 188.00	100	$ 170.00	19					$ 175.00	10+	$ 294.64	40
		2.5							$ 200.00	5			$ 210.00	10	$ 200.00	7+	$ 383.93	40
		3											$ 240.00	10	$ 129.00	40+	$ 383.93	40
Liriodendron tulipifera	Tuliptree	1.5													$ 160.00	55+	$ 294.64	55
		2	$ 165.00	20			$ 188.00	200	$ 180.00	25			$ 170.00	15			$ 294.64	55
		2.5							$ 220.00	76			$ 210.00	10			$ 383.93	55
		3											$ 250.00	10			$ 383.93	55
Maclura pomifera	Osage Orange: ('White Shield' or 'Witchita')	1.5																
		2							$ 220.00	2								
		2.5																
		3							$ 300.00	1								
Magnolia	As Available	1.5													$ 155.00	20+		
		2																
		2.5																
		3																
Malus spp.	Crabapple (As Available)	1.5			$ 145.00	164									$ 105.00	65+		
		2	$ 150.00	100	$ 180.00	141	$ 144.00	200	$ 125.00	100	$ 120.00	25	$ 150.00	50	$ 160.00	50+		
		2.5	$ 175.00	50	$ 205.00	100	$ 172.00	200	$ 145.00	100			$ 180.00	50				
		3			$ 230.00	57	$ 192.00	200	$ 175.00	20			$ 200.00	40				
Metasequoia glyptostroboides	Dawn Redwood	1.5													$ 138.00	40+	$ 294.64	40
		2	$ 170.00	20					$ 170.00	2			$ 160.00	10	$ 175.00	40+	$ 294.64	40
		2.5	$ 205.00	10			$ 224.00	80	$ 190.00	3			$ 200.00	10			$ 419.64	40
		3							$ 215.00	1			$ 220.00	5			$ 419.64	40
Nyssa sylvatica	Blackgum	1.5							$ 150.00	100	$ 160.00	25			$ 205.00	15+	$ 301.79	15
		2					$ 260.00	20					$ 190.00	5			$ 301.79	15
		2.5															$ 383.93	15
		3															$ 383.93	15
Ostrya virginiana	Ironwood	1.5			$ 180.00	212									$ 156.00	10+	$ 316.07	30
		2	$ 180.00	20	$ 220.00	101					$ 175.00	15					$ 316.07	30
		2.5	$ 220.00	15	$ 260.00	17					$ 192.00	5					$ 417.86	30
		3	$ 255.00	2					$ 310.00	1							$ 417.86	30
Physocarpus opulifolius	Ninebark	Container Grown															$ 241.07	5
Picea abies	Norway Spruce	8'													$ 120.00	10+	$ 455.36	10
		9'													$ 140.00	10+	$ 535.71	10
		10'															$ 758.93	10
Picea omorika	Serbian Spruce	8'															$ 455.36	12
Picea pungens	Colorado Green Spruce	8'													$ 170.00	10+	$ 535.71	10
Pinus strobus	Eastern White Pine	8'			$ 300.00	25									$ 140.00	10+	$ 355.71	10
		9'													$ 170.00	10+	$ 419.64	10
		10'													$ 200.00	10+	$ 535.71	10
Platanus x acerifolia	London Planetree 'Exclamation'	1.5													$ 135.00	40+		
		2			$ 190.00	63	$ 164.00	200	$ 135.00	200	$ 140.00	30	$ 150.00	10	$ 150.00	65+		
		2.5			$ 210.00	14	$ 192.00	50	$ 153.00	24			$ 180.00	10				
		3							$ 171.00	25			$ 210.00	5	$ 275.00	10+		
Populus tremuloides	Quaking Aspen	8'	$ 160.00	50	$ 185.00	33												
Quercus spp	White, Red, Bur, Chinkapin, or Pin Oak	Container Grown: 25 gal													$ 282.00	50+	$ 276.79	50
Quercus bicolor	Swamp White Oak	Container Grown							$ 115.00	200					$ 198.00	50+	$ 241.07	100
		1													$ 120.00	100+	$ 294.64	100
		1.5			$ 180.00	476			$ 140.00	20					$ 140.00	100+	$ 294.64	100
		2	$ 175.00	100	$ 215.00	1655	$ 184.00	400	$ 162.00	189			$ 190.00	10			$ 294.64	100
		2.5	$ 215.00	50	$ 260.00	515	$ 220.00	50	$ 225.00	11			$ 230.00	15			$ 376.79	100
		3			$ 320.00	793			$ 245.00	80			$ 260.00	10			$ 376.79	100
		1							$ 105.00	57					$ 125.00	10+	$ 294.64	10
		1.5													$ 147.00	10+	$ 294.64	10

Quercus imbricaria	Shingle Oak	2	$ 165.00	15			$ 184.00	150	$ 155.00	40			$ 180.00	20			$ 294.64	10
		2.5	$ 200.00	15			$ 220.00	40	$ 180.00	49			$ 220.00	15			$ 376.79	10
		3	$ 215.00	15					$ 234.00	12			$ 260.00	10	$ 300.00	5+	$ 376.79	10
Quercus macrocarpa	Bur Oak	1													$ 110.00	75+	$ 294.64	75
		1.5			$ 180.00	250									$ 120.00	75+	$ 294.64	75
		2.5	$ 190.00	100	$ 260.00	142			$ 179.00	200					$ 175.00	25+	$ 376.79	75
		3	$ 215.00	50	$ 300.00	286			$ 216.00	30					$ 215.00	5+	$ 376.79	75
Quercus muehlenbergii	Chinkapin Oak	1													$ 120.00	30+	$ 294.64	30
		1.5			$ 190.00	250									$ 150.00	30+	$ 294.64	30
		2.5	$ 190.00	25	$ 260.00	142			$ 202.00	78							$ 376.79	30
		3	$ 215.00	25	$ 300.00	286			$ 250.00	97							$ 376.79	30
Quercus robur	English Oak 'Regal Prince'	1.5			$ 190.00	138			$ 140.00	20					$ 144.00	5+	$ 316.07	5
		2	$ 180.00	25	$ 235.00	654	$ 184.00	200	$ 180.00	200			$ 220.00	10	$ 180.00	5+	$ 316.07	5
		2.5	$ 210.00	10	$ 270.00	54	$ 220.00	200	$ 220.00	8			$ 250.00	5			$ 387.50	5
		3							$ 270.00	9							$ 387.50	5
Quercus rubra	Red Oak	1													$ 110.00	50+	$ 294.64	50
		1.5			$ 190.00	166			$ 159.00	150					$ 126.00	50+	$ 294.64	50
		2	$ 170.00	100	$ 225.00	418	$ 184.00	400					$ 190.00	35	$ 155.00	50+	$ 294.64	50
		2.5	$ 205.00	25	$ 270.00	95							$ 220.00	15	$ 175.00	50+	$ 316.07	50
		3	$ 230.00	25	$ 320.00	32							$ 260.00	10	$ 200.00	50+	$ 316.07	50
Quercus x macdanielli	'Heritage' Oak	1													$ 115.00	5+		
		1.5							$ 130.00	5					$ 125.00	5+		
		2					$ 184.00	150	$ 169.00	113					$ 165.00	5+		
		2.5					$ 220.00	100	$ 189.00	25					$ 180.00	5+		
		3							$ 205.00	100								
Syringa Reticulata	Tree Lilac (As Available)	1.5			$ 180.00	183			$ 140.00	20					$ 123.00	25+	$ 294.64	25
		2	$ 160.00	50	$ 225.00	264	$ 188.00	800	$ 179.00	250	$ 170.00	20	$ 180.00	20	$ 160.00	25+	$ 294.64	25
		2.5	$ 200.00	10	$ 275.00	218	$ 220.00	300	$ 225.00	97	$ 195.00	20	$ 210.00	20	$ 180.00	25+		
		3			$ 315.00	308	$ 260.00	50					$ 240.00	5	$ 215.00	25+		
Taxodium distichum	Bald Cypress: (Straight Species/Shawnee Brave)	1.5							$ 125.00	150					$ 125.00	30+	$ 298.21	30
		2	$ 175.00	50			$ 188.00	200	$ 195.00	12			$ 160.00	10	$ 170.00	10+	$ 298.21	30
		2.5	$ 205.00	5			$ 224.00	25					$ 190.00	5			$ 376.79	30
		3											$ 220.00	5			$ 376.79	30
Tilia americana	Legend' American Linden (Legend or Sentry)	1.5			$ 190.00	150									$ 118.00	45+	$ 294.64	45
		2.5	$ 210.00	35	$ 255.00	66	$ 204.00	50	$ 225.00	4			$ 200.00	10	$ 165.00	45+	$ 376.79	45
		3	$ 230.00	10	$ 300.00	41					$ 210.00	10	$ 230.00	5	$ 145.00	45+	$ 376.79	45
Tilia tomentosa	Sterling Silver Linden	1.5													$ 147.00	40+	$ 294.64	40
		2	$ 175.00	40	$ 215.00	72	$ 176.00	150	$ 180.00	2							$ 294.64	40
		2.5	$ 205.00	15			$ 204.00	100							$ 199.00	20+	$ 419.64	40
		3	$ 225.00	10	$ 300.00	15	$ 240.00	200									$ 419.64	40
Ulmus carpinifolia	New Horizon Elm'/Frontier Elm'	1.5													$ 129.00	15+	$ 316.07	45
		2					$ 152.00	30	$ 119.00	100			$ 170.00	25	$ 139.00	15+	$ 316.07	45
		2.5					$ 180.00	50	$ 149.00	100	$ 145.00	20	$ 200.00	5			$ 437.50	45
		3					$ 200.00	100	$ 189.00	35	$ 165.00	20			$ 160.00	5+	$ 437.50	45
Ulmus 'Morton Glossy'	Triumph Elm	1.5			$ 165.00	21									$ 120.00	45+	$ 294.64	45
		2	$ 170.00	20	$ 185.00	56	$ 152.00	100	$ 135.00	200			$ 170.00	15	$ 150.00	45+	$ 294.64	45
		2.5	$ 215.00	10	$ 215.00	14	$ 180.00	100	$ 160.00	50			$ 200.00	10	$ 160.00	45+	$ 437.50	45
		3	$ 230.00	5	$ 240.00	45	$ 200.00	100	$ 179.00	80	$ 175.00	10	$ 230.00	5	$ 200.00	45+	$ 437.50	45
Ulmus 'Morton'	Accolade Elm	1.5													$ 120.00	50+	$ 294.64	50
		2					$ 152.00	100	$ 140.00	100			$ 170.00	5	$ 130.00	50+	$ 294.64	50
		2.5					$ 180.00	100	$ 175.00	100					$ 149.00	50+	$ 419.64	50
		3					$ 200.00	100							$ 180.00	50+	$ 419.64	50
Ulmus 'Patriot'	Patriot Elm	1.5			$ 165.00	83									$ 135.00	10+	$ 294.64	35
		2			$ 185.00	52							$ 170.00	5			$ 294.64	35
		2.5	$ 215.00	20	$ 215.00	10							$ 200.00	10	$ 200.00	35+	$ 423.21	35
		3			$ 240.00	35											$ 423.21	35
Viburnum dentatum	Arrowood Viburnum	Container Grown			$ 30.00	434					$ 27.00	30					$ 157.14	10
Viburnum lentago	Nannyberry Viburnum	Container Grown															$ 158.93	10
Zelkova serrata	Japanese Zelkova	1.5													$ 138.00	25+	$ 316.07	25
		2					$ 188.00	150	$ 160.00	25					$ 148.00	25+	$ 316.07	25
		2.5					$ 216.00	100	$ 180.00	40					$ 165.00	25+	$ 423.21	25
		3					$ 260.00	75	$ 210.00	18					$ 195.00	10+	$ 423.21	25
Delivery			$250/Semi-load		$450 per load (we deliver on semi-trucks)		Semi-Loads (65 trees) $450/load, Gooseneck Trailer (30 trees) $250/load		Delivery = $800/load		$700 per semi load (appx 50 trees/load)		Delivery not Available		Delivery is made via truckline by common carrier. **All pricing includes delivery.** Delivery dates to be determined by Highland Park but must be prior to 4/30/2026 (Spring Season) or 11/9/2026 (fall season. We cannot gaurantee use of non-treated burlap & twine, but will make a true effort to use if possible. We cannot gaurantee all vareieties are grown free of neonicitinoid insecticides		This is direct ship pricing, not yard pricing. Product is subject to availability at time of order. Quotes are in caliper inch, not DBH. Minimum order is **$7000**. Freight is based on size of load.	

City of Highland Park

Public Works Department

1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

REQUESTS FOR PROPOSALS
2026 UNIT PRICE TREE PURCHASING PROGRAM

OWNERS:

City of Highland Park (*"CityHP"*) **1150 Half Day Road** **Highland Park, Illinois 60035**	**City of Lake Forest (*"CityLF"*)** **800 North Field Drive** **Lake Forest, Illinois 60045**	**Park District of Highland Park (*"PDHP"*)** **636 Ridge Road** **Highland Park, IL 60035**

Owners will receive sealed proposals at the:
City of Highland Park
1150 Half Day Rd
Highland Park, IL 60035

until **3:00 p.m. on Friday, January 23, 2026**, for the work generally described as follows:

Purchase of the products generally described as approximately 1700 trees of diameters varying between 1 and 3 inches for the Owners as noted above (***"Work"***).

INSTRUCTIONS TO BIDDERS

Preparation of Proposals
All proposals for the purchase of the Products shall be made only on the blank Proposal form attached to this Request for Proposals. All proposals should have all pages, and pages 1, 4, 5, and Attachment B completed; Page 5 must be signed by an authorized official. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternative bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications
The City reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the time proposals are opened. All Bidders or prospective Bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals
Each proposal shall be submitted in a sealed envelope plainly marked: 2026 UNIT PRICE TREE PURCHASING. The proposal shall be addressed and delivered to the designated place before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals
Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present.

Withdrawal of Proposals
No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Proposals
Proposals that are not submitted on the Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, the City may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Estimated Quantities
The quantities set forth on the proposal are estimated quantities only, and will be used strictly for canvassing of bids.

Award of Contract
The City of Highland Park reserves the right to make multiple awards to this contract.

Acceptance of Proposals
Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

The City reserves the right to accept the proposal that is in its judgment, the best and most favorable to the interests of the City and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of the successful Bidder's proposal by the City, the successful Bidder's proposal, together with the City's notification of acceptance in the form attached to this Request for Proposals, shall become the contract for the Work.

DATED December 16, 2025

CITY OF HIGHLAND PARK

By:_____
Bianca Ramirez, Contract Specialist

City of Highland Park

Public Works Department

1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

PROPOSALS FOR THE
2026 UNIT PRICE TREE PURCHASING PROGRAM

Sealed Proposals must be received before 3:00 p.m., Friday, January 23, 2026 at the address listed above.
Attention: Bianca Ramirez, Contract Specialist

Full Name of Bidder ("***Bidder***")		
Office Address		
City, State Zip		
Contact Person		
Email Address		
Telephone No.		Fax No.

*Bidder warrants and represents that Bidder has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos._____ **[if none, write "NONE"]**, which are securely stapled to the end of this Proposal.*

1. **Proposal to Purchase Products**

A. Contract and Products. If this Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, provide to the City, the products, items, materials, merchandise, supplies, or other items identified in the Request for Proposals attached hereto (***"Products"***) in new, undamaged, and first-quality condition. Bidder further proposes to:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to provide the Products to the City in a proper and workmanlike manner;

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Proposal;

4. Taxes. Pay all applicable federal, state, and local taxes; and

5. Miscellaneous. Do all other things required of Bidder by this Proposal.

B. Performance Standards. If this Proposal is accepted, Bidder proposes and agrees that the Products will comply strictly with the Specifications attached hereto as **Attachment A** and by this reference made a part of this Proposal. If this Proposal specifies a Product by species, that specification is intended to reflect the required standards and standard of excellence that the City requires for the Product. However, Bidder may propose to provide a Product that is a different species, if Bidder provides, within its bid, written documentation establishing that the species it proposes to provide possesses equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. If this Proposal is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to the City, repair or replace, any damage done to, and any loss or injury suffered by, the City as a result of Bidder's failure to perform hereunder.

D. Inspection/Testing/Rejection. The City shall have the right to inspect all or any part of the Products. If, in the City's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Proposal, then the City, without limiting its other rights or remedies, may, at its discretion: (i) reject such Products; (ii) require Bidder to correct or replace such Products at Bidder's cost; (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Proposal. Products so rejected may be returned or held at Bidder's expense and risk.

2. **Contract Price Proposal**

A. Schedule of Prices

If this Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide the Products to the Owners in accordance with the **Schedule of Prices** attached hereto as **Attachment B** and by this reference made a part of this Proposal.

The Bidder shall take, in full payment for all Products and other matters set forth under Section 1 of this Proposal, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above **Schedule of Prices)** applicable to all Products accepted by the Owner.

B. Basis for Determining Prices

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;

2. The City is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Schedule of Prices, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Schedule of Prices; and

4. If a Quantity of Products is specified on Page 1 of the Request for Proposals, such amount is an estimate only. The City reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the City for each Product and the actual number of Products that comply with this Proposal that are accepted by the City. Bidder hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was any misunderstanding in regard to the number of Products to be provided.

C. Time of Payment

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

45 Days from Receipt of Invoice

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Proposal. Final pay request shall include, without limitation: all final waivers of lien.

Invoices must be submitted within 30 days of completion of the Work. The City has no obligation to pay any invoices submitted after 30 days of the completion of the invoiced Work.

3. **Contract Time Proposal**

A. If this Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide the Products to the Owners not later than **December 31, 2026**.

B. Renewal Terms [Reserved]

4. **Financial Assurance**

A. Bonds. None required.

B. Indemnification. If this Proposal is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Proposal, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Proposal.

C. Penalties. If this Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance, or failure to perform, under this Proposal.

5. **Firm Proposal**

All prices and other terms stated in this Proposal are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts this Proposal within 45 days after the date this sealed Proposal is opened.

6. **Bidder's Representations and Warranties**

In order to induce the City to accept this Proposal, Bidder hereby represents and warrants as follows:

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than ***[one year]*** after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Proposal; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Proposal. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation; any statutes requiring preference to laborers of specified classes, including, without limitation, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work. Further, Bidder shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act during the course of the work.

C. Not Barred. Bidder is not barred by law from contracting with the City or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

D. Qualified. Bidder has the requisite experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable Bidder to provide the Products at the Contract Price and within the Contract Time Proposals set forth above.

7. **Acknowledgements**

In submitting this Proposal, Bidder acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by Bidder in this Proposal.

B. Reservation of Rights. The City reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Proposal and in the City's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to the City in this Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Proposal.

E. Time. Time is of the essence in the performance of all terms and provisions of this Proposal. Except where specifically stated otherwise, references in this Proposal to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the City, whether before or after the City's acceptance of this Proposal; nor any information or data supplied by the City, whether before or after the City's acceptance of this Proposal; nor any order by the City for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the any Product by the City; nor any extension of time granted by the City; nor any delay by the City in exercising any right under this Proposal;

nor any other act or omission of the City shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Proposal; or of any remedy, power, or right of the City.

G. Severability. It is hereby expressed to be the intent of the parties to this Proposal that should any provision, covenant, agreement, or portion of this Proposal or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Proposal and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Proposal to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Proposal shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of the City.

J. Governing Law. This Proposal shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

K. Reserved.

L. Conflicts of Interest. Bidder represents and certifies that, to the best of its knowledge, (1) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Bidder or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Bidder nor any person employed or associated with Bidder has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Bidder nor any person employed by or associated with Bidder shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

M. Award of Contract. The City reserves the right to make multiple awards of this Contract.

DATED this _____ day of _____, 20___.

2026 UNIT PRICE TREE PURCHASING PROGRAM

Dated this _____ day of _____, 202___.

Bidder's Status: ☐ _____ Corporation ☐ _____Partnership ☐ Individual Proprietor
(State) (State)

Bidder's Name: _____

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: _____
(corporate seal, if corporation)

Printed Name: _____

Title/Position: _____

Business Address:_____

_____

Business phone: _____

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS

2026 UNIT PRICE TREE PURCHASING PROGRAM

ACCEPTANCE

The Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Highland Park ("***City***") this _____ day of _____, 202__.

This Acceptance, together with the Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the City without further notice of objection and shall be of no effect nor in any circumstances binding upon the City unless accepted by the City in a written document plainly labeled "Amendment to Agreement." Acceptance or rejection by the City of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

ATTEST:	**CITY OF HIGHLAND PARK**
_____	_____
Ashley Palbitska, Deputy City Clerk	**Ghida S. Neukirch, City Manager**

#1498157_v5

ATTACHMENT A
SPECIFICATIONS

GENERAL CONDITIONS

1) **Scope of Work**
The Vendor shall supply trees as selected and tagged by the Forester or his designated representative.

2) **Time of Completion**
The digging of the trees for either spring or autumn shall be completed in a period of 10 calendar days following receipt of the Forester's notification to proceed.

3) **Tagging of Plant Material**
The Owner reserves the right to have the Forester tag all the plant material in the nursery before accepting it.

TECHNICAL REQUIREMENTS

1) **Tree Quality**
Unless otherwise specified, trees shall be first class nursery-grown representatives of their normal species and varieties. They shall have average or normal, well-developed branches, together with vigorous root systems. All trees shall be free from insects, diseases, sunscald, knots, stubs, or other objectionable disfigurements. Thin, weak trees will not be accepted. Trees must show appearance of normal health and vigor in strict accordance with these specifications.

All trees shall be true to their name as specified.

All trees must meet American Standard for Nursery Stock ANSI Z60.1-2014 specifications.

All prices provided shall be for tree diameter measured breast height (4.5 feet above the ground).

Under this contract, trees must be grown free of neonicotinoid insecticides.

2) **Ball Condition**
All plants shall be provided with the root ball wrapped in **chemically untreated burlap**, and shall be dug with a sufficient quantity of earth, taken equally on both sides and bottoms of the plants, to include the necessary roots to ensure growth. (Hand-packed root balls will not be accepted.) The thickness of depth of the balls shall be sufficient to include the depth of the roots according to specie. The balls shall be prepared in a workmanlike manner and firmly bound with hemp twine; **chemical treated or nylon binding twine will not be accepted.**

Width relation to the height and trunk diameter of the plants, the top diameter of the balls of earth must be equal or greater than those that are standard for the industry.

3) **Transportation of Trees**
The transportation of all trees from the nursery to Highland Park and/or Lake Forest will be the responsibility of the Owner.

2026 UNIT PRICE TREE PURCHASING PROGRAM

ATTACHMENT A
SPECIFICATIONS

COMMUNITY CONTACT INFORMATION

	1) CITY OF HIGHLAND PARK
Contact	Ben Miller, City Forester
Phone	847-926-1604
Fax	847-432-9907
Email	bmiller@cityhpil.com
Business Address	1150 Half Day Rd Highland Park IL 60035
	2) CITY OF LAKE FOREST
Contact	Kelly Bougher, City Forester
Phone	847-810-3564
Fax	847-615-4670
Email	bougherk@cityoflakeforest.com
Business Address	800 North Field Dr Lake Forest IL 60045
	3) PARK DISTRICT OF HIGHLAND PARK
Contact	Elizabeth Ricketts
Phone	847-579-4087
Fax	
Email	lricketts@pdhp.org
Business Address	636 Ridge Rd Highland Park, IL 60035

2026 UNIT PRICE TREE PURCHASING PROGRAM

ATTACHMENT B

SINGLE STEM ONLY ** **SCHEDULE OF PRICES**

CITY OF HIGHLAND PARK, CITY OF LAKE FOREST, AND PARK DISTRICT OF HIGHLAND PARK

[TO BE COMPLETED BY VENDOR]

Species	Variety	Size/DBH (Inches)	Price/Unit	Quantity Available	Estimated Quantity
Acer x fremanii "Marmo"	Marmo Red Maple	3			10
Acer saccharum "Green Mountain"	Green Mountain Sugar Maple	3			10
Aesculus flava	Yellow Buckeye	1.5			15
		2			
		2.5			
		3			
Aesculus glabra	Ohio Buckeye	Container			20
		2			
		2.5			
		3			
Aesculus hippocastanum "Baumann"	Baumann Common Horsechestnut	1.5			20
		2			
		2.5			
		3			
Aesculus x 'Autumn Spendor'	Autumn Spendor Buckeye	1.5			20
		2			
		2.5			
		3			
Aesculus x carnea 'Fort McNair'	Fort McNair Red Horsechestnut	1.5			20
		2			
		2.5			
		3			
Amelanchier x grandiflora	Autumn Brilliance Serviceberry	1.5			30
		2			
		2.5			
		3			
Betula nigra	River Birch (Heritage)	1.5			5
		2			
		2.5			
		3			

2026 UNIT PRICE TREE PURCHASING PROGRAM

ATTACHMENT B

SINGLE STEM ONLY ** **SCHEDULE OF PRICES**

CITY OF HIGHLAND PARK, CITY OF LAKE FOREST, AND PARK DISTRICT OF HIGHLAND PARK
[TO BE COMPLETED BY VENDOR]

Species	Variety	Size/DBH (Inches)	Price/Unit	Quantity Available	Estimated Quantity
Carpinus caroliniana	American Hophornbeam	1			10
		1.5			
		2			
		2.5			
		3			
Carya (Container Grown)	Hickory (As Available)	25 Gal			10
Catalpa speciosa	Northern Catalpa	1.5			45
		2			
		2.5			
		3			
Catalpa x erubescens	Purple Catalpa	1.5			20
		2			
		2.5			
		3			
Celtis occidentalis	Common Hackberry	1.5			55
		2			
		2.5			
		3			
Cercidiphyllum japonicum	Katsuratree	1.5			10
		2			
		2.5			
		3			
Cercis canadensis	Eastern Redbud	8'			45
		Container			
		2			
		2.5			
		3			
Cercis canadensis f. alba	White Redbud	1.5			20
		2			
		2.5			
		3			

2026 UNIT PRICE TREE PURCHASING PROGRAM

ATTACHMENT B

SINGLE STEM ONLY ** **SCHEDULE OF PRICES**

CITY OF HIGHLAND PARK, CITY OF LAKE FOREST, AND PARK DISTRICT OF HIGHLAND PARK
[TO BE COMPLETED BY VENDOR]

Species	Variety	Size/DBH (Inches)	Price/Unit	Quantity Available	Estimated Quantity
Chionanthus Virginicus	Fringe tree	1.5			10
		2			
		2.5			
		3			
Cornus alternafolia	Pagoda Dogwood	8'			5
Cornus kousa	Kousa Dogwood	Container Grown			5
		1.5			
		2			
		2.5			
Cornus mas	Cornelian Cherry Dogwood	1			40
		1.5			
		2			
		2.5			
		3			
Crataegus viridis	Winter King Hawthorn	1.5			10
		2			
		2.5			
		3			
Diospyros virginiana	Common Persimmon	Container Grown			10
Fagus Grandifolia	American Beech	1.5			30
		2			
		2.5			
		3			
Ginkgo biloba	Ginkgo: (As available)	1.5			40
		2			
		2.5			
		3			
Gleditsia triacanthos	Honey Locust: (As available)	1.5			50
		2			
		2.5			
		3			

2026 UNIT PRICE TREE PURCHASING PROGRAM

ATTACHMENT B

SINGLE STEM ONLY ** **SCHEDULE OF PRICES**

CITY OF HIGHLAND PARK, CITY OF LAKE FOREST, AND PARK DISTRICT OF HIGHLAND PARK
[TO BE COMPLETED BY VENDOR]

Species	Variety	Size/DBH (Inches)	Price/Unit	Quantity Available	Estimated Quantity
Gymnocladus dioicus	Kentucky Coffeetree	1.5			80
		2			
		2.5			
		3			
Hammamelis vernalis	Vernal Witchazel	48"			10
Hammamelis virginiana	Common Witchazel	Container Grown			20
Juniperus virginiana	Eastern Red Cedar	6'			5
Koelreuteria paniculata	Golden Raintree	1.5			10
		2			
		2.5			
		3			
Larix laricina	Tamarack	1.5			20
		2			
		2.5			
		3			
Liquidambar styraciflua	Sweetgum	1.5			40
		2			
		2.5			
		3			
Liriodendron tulipifera	Tuliptree	1.5			55
		2			
		2.5			
		3			
Maclura pomifera	Osage Orange: ('White Shield' or 'Witchita')	1.5			10
		2			
		2.5			
		3			
Magnolia	As Available	1.5			20
		2			
		2.5			
		3			

2026 UNIT PRICE TREE PURCHASING PROGRAM

ATTACHMENT B

SINGLE STEM ONLY ** **SCHEDULE OF PRICES**

CITY OF HIGHLAND PARK, CITY OF LAKE FOREST, AND PARK DISTRICT OF HIGHLAND PARK

[TO BE COMPLETED BY VENDOR]

Species	Variety	Size/DBH (Inches)	Price/Unit	Quantity Available	Estimated Quantity
Malus spp.	Crabapple (As Available)	1.5			65
		2			
		2.5			
		3			
Metasequoia glyptostroboides	Dawn Redwood	1.5			40
		2			
		2.5			
		3			
Nyssa sylvatica	Blackgum	1.5			15
		2			
		2.5			
		3			
Ostrya virginiana	Ironwood	1.5			30
		2			
		2.5			
		3			
Physocarpus opulifolius	Ninebark	Container Grown			5
Picea abies	Norway Spruce	**8'**			10
		9'			
		10'			
Picea omorika	Serbian Spruce	**8'**			12
Picea pungens	Colorado Green Spruce	**8'**			10
Pinus strobus	Eastern White Pine	**8'**			10
		9'			
		10'			
Platanus x acerifolia	London Planetree 'Exclamation'	1.5			65
		2			
		2.5			
		3			
Populus tremuloides	Quaking Aspen	8'			10

2026 UNIT PRICE TREE PURCHASING PROGRAM

ATTACHMENT B

***SINGLE STEM ONLY *** **SCHEDULE OF PRICES**

CITY OF HIGHLAND PARK, CITY OF LAKE FOREST, AND PARK DISTRICT OF HIGHLAND PARK
[TO BE COMPLETED BY VENDOR]

Species	Variety	Size/DBH (Inches)	Price/Unit	Quantity Available	Estimated Quantity
Quercus spp	White, Red, Bur, Chinkapin, or Pin Oak	Container Grown: 25 gal			50
Quercus bicolor	Swamp White Oak	Container Grown			100
		1			
		1.5			
		2			
		2.5			
		3			
Quercus imbricaria	Shingle Oak	1			10
		1.5			
		2			
		2.5			
		3			
Quercus macrocarpa	Bur Oak	1			75
		1.5			
		2.5			
		3			
Quercus muehlenbergii	Chinkapin Oak	1			30
		1.5			
		2.5			
		3			
Quercus robur	English Oak 'Regal Prince'	1.5			5
		2			
		2.5			
		3			
Quercus rubra	Red Oak	1			50
		1.5			
		2			
		2.5			
		3			

2026 UNIT PRICE TREE PURCHASING PROGRAM

ATTACHMENT B

SINGLE STEM ONLY ** **SCHEDULE OF PRICES**

CITY OF HIGHLAND PARK, CITY OF LAKE FOREST, AND PARK DISTRICT OF HIGHLAND PARK
[TO BE COMPLETED BY VENDOR]

Species	Variety	Size/DBH (Inches)	Price/Unit	Quantity Available	Estimated Quantity
Quercus x macdanielli	'Heritage' Oak	1			5
		1.5			
		2			
		2.5			
		3			
Syringa Reticulata	Tree Lilac (As Available)	1.5			25
		2			
		2.5			
		3			
Taxodium distichum	Bald Cypress: (Straight Species/Shawnee Brave)	1.5			30
		2			
		2.5			
		3			
Tilia americana	Legend' American Linden (Legend or Sentry)	1.5			45
		2.5			
		3			
Tilia tomentosa	Sterling Silver Linden	1.5			40
		2			
		2.5			
		3			
Ulmus carpinifolia	New Horizon Elm'/'Frontier Elm'	1.5			45
		2			
		2.5			
		3			
Ulmus 'Morton Glossy'	Triumph Elm	1.5			45
		2			
		2.5			
		3			
Ulmus 'Morton'	Accolade Elm	1.5			50
		2			
		2.5			
		3			

2026 UNIT PRICE TREE PURCHASING PROGRAM

ATTACHMENT B

***SINGLE STEM ONLY *** **SCHEDULE OF PRICES**

CITY OF HIGHLAND PARK, CITY OF LAKE FOREST, AND PARK DISTRICT OF HIGHLAND PARK
[TO BE COMPLETED BY VENDOR]

Species	Variety	Size/DBH (Inches)	Price/Unit	Quantity Available	Estimated Quantity
Ulmus 'Patriot'	Patriot Elm	1.5			35
		2			
		2.5			
		3			
Viburnum dentatum	Arrowood Viburnum	Container Grown			10
Viburnum lentago	Nannyberry Viburnum	Container Grown			10
Zelkova serrata	Japanese Zelkova	1.5			25
		2			
		2.5			
		3			

If Bidder provides delivery, please provide a summary of the Delivery Policy and Charges:

_____

_____

_____

_____

_____

_____

_____

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Ron Bannon, Director of Public Works
Joe O'Neill, Deputy Director of Public Works

Department: Public Works Department

Title: A Resolution Approving a Bill of Sale with McNaughton Development, LLC for Acceptance of Public Improvements

Recommendation:
Staff recommends acceptance of the public infrastructure improvements, water main, sanitary sewer, and the public storm sewer main installed by McNaughton Development, LLC; serving the single-family residences to be constructed within the Hidden Oak development, formerly southwest of the intersection of Compton Avenue and Livingston Avenue.

Policy Consideration:
The Hidden Oak development consists of ten single-family residences constructed southwest of the intersection at Livingston Avenue and Compton Avenue. In accordance with the City's Subdivision Ordinance and the approved Development Agreement, McNaughton Development, LLC., was required to construct public improvements, including streetlights, road resurfacing, water main, sanitary sewer main, and storm sewers to serve the development. In addition, private infrastructure includes roadway pavement, streetlights, sidewalk, and storm sewer that will be owned and maintained by a Homeowners Association. The private storm sewer system within the development will serve the ten residences and the private roadway. In accordance with the Wartershed Development Ordinance, stormwater from the Hidden Oak development will be temporarily stored in one basin located at the southwest corner of the development before flowing into the North Branch of the Skokie River.

In accordance with the Development Agreement between the City and McNaughton Development, LLC, the installation of the public infrastructure improvements, as well as the private roadway and private storm sewer system, has been successfully completed.

In accordance with Chapter 151, "Subdivision Regulations" of the municipal Code, McNaughton Development, LLC provided the City with a financial surety guaranteeing the completion of the bonded improvements in the amount of $980,910. In accordance with the Subdivision Regulations, the financial surety may be reduced to $59,795 (15% of the final actual cost of

improvements) for a period of two years following City Council acceptance of the bonded improvements, as a guarantee of workmanship and materials. The entire financial surety will be released after two years if there are no workmanship or material defects with the improvements.

The Department of Public Works has inspected the public infrastructure improvements and found them to comply with City standards.

Core Priorities:

Infrastructure Investment

As part of this new development, the developer was required to install new and updated infrastructure, which will now serve the community as public infrastructure for decades into the future.

Attachments:

1. Resolution Accepting Hidden Oak Improvements

City of Highland Park

Resolution No. _____

A Resolution Approving a Bill of Sale with
McNaughton Development, LLC for Acceptance of Public Improvements

WHEREAS, McNaughton Development, LLC (***"Owner"***) is the owner of those certain roadway, sanitary sewer, and storm sewer improvements within and in the vicinity of the Compton Avenue and Livingston Street rights-of-way (collectively, the ***"Improvements"***), as depicted on **Exhibit A** attached to and, by this reference, made a part of this Resolution; and

WHEREAS, in accordance with that certain Development Agreement between the City and the Owner, dated May 22, 2017, as amended, the Owner desires to transfer to the City, and the City desires to accept from the Owner, ownership of the Improvements; and

WHEREAS, the City and the Owner have agreed to enter into a bill of sale for the transfer of ownership of the Improvements from the Owner to the City (***"Bill of Sale"***); and

WHEREAS, the City Council has determined that entering into the Bill of Sale with the Owner will serve and be in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: ACCEPTANCE OF IMPROVEMENTS; APPROVAL OF BILL OF SALE. The City hereby accepts ownership of the Improvements. The Bill of Sale by and between the City and the Owner is hereby approved in substantially the form attached to this Resolution as **Exhibit B**.

SECTION THREE: EXECUTION OF BILL OF SALE. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, the Bill of Sale upon receipt by the City Clerk of at least one original copy of the Bill of Sale executed by the Owner; provided, however, that if the executed copy of the Bill of Sale is not received by the City Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the City Council, be null and void.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

APPROVED:

ADOPTED:

RESOLUTION NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

IMPROVEMENTS

EXHIBIT B

BILL OF SALE

McNaughton Development, LLC (***"Seller"***), in consideration of Ten Dollars and No Cents ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over to the CITY OF HIGHLAND PARK, an Illinois home rule municipal corporation (***"Buyer"***), the following described Improvements (***"Improvements"***):

1. Those certain roadway, sanitary sewer, and storm sewer improvements that are located within and in the vicinity of the Compton Avenue, and Livingston Street rights-of-way and depicted on the plan attached to this Bill of Sale as **Exhibit A** (collectively, the ***"Improvements"***); and

2. All of the Seller's right, title and interest in and to all transferable warranties and guaranties, if any, with respect to the Improvements (collectively, the ***"Warranties and Guaranties"***); and

The Buyer agrees to accept the Improvements in an "as-is" condition; provided, however, that the Seller shall maintain and repair as necessary, at its sole cost and expense, the Improvements for a period of two years after the date of this Bill of Sale, in accordance with Section 5.D.8 of that certain Development Agreement between Seller and Buyer dated May 22, 2017, as amended.

The Seller hereby represents and warrants that it is the sole owner of the Improvements, that it has the right to convey its interest in the Improvements and the Warranties and Guaranties, to the Buyer, and that it has not placed or allowed to be placed on the Improvements or the Warranties and Guaranties any lien or other encumbrance that has not been discharged as of the date of this Bill of Sale. Except as provided to the contrary in this Bill of Sale, by acceptance of this Bill of Sale, the Buyer does accept any and all service, maintenance, and related obligations pertaining to the Improvements.

The Seller hereby releases, waives, relinquishes, and forever disclaims any and all possessory and/or proprietary rights, claims, and/or interests that the Seller has, had, or may have relating to or in any way connected with the Improvements or the Warranties and Guaranties.

The Seller agrees to, and does hereby, hold harmless and indemnify the Buyer and its elected and appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them in connection with this Bill of Sale or the development, construction, maintenance, or use of any portion of the Improvements.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale as of this ____ day of _____, 2026.

McNAUGHTON DEVELOPMENT, LLC

ATTEST:

_____ By: _____
Its: _____

THE CITY OF HIGHLAND PARK

ATTEST:

_____ By: _____
Ashley Palbitska, Deputy City Clerk Ghida S. Neukirch
Its: City Manager

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on _____ 2026, by _____, the _____ of **MCNAUGHTON DEVELOPMENT, LLC**, an Illinois limited liability company, and by _____, the _____of said limited liability company**.**

Given under my hand and official seal this ____ day of _____, 2026.

_____
Notary Public

My Commission expires:_____

SEAL

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2026, by Ghida S. Neukirch, the City Manager of the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation, and by Ashley Palbitska, the Deputy City Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2026.

_____
Notary Public

My Commission expires:_____

SEAL

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Maddy Markle, Planner I

Department: Community Development Department

Title: An Ordinance Designating the Property at 3135 Priscilla Avenue a Local Landmark

Recommendation:
Staff recommend consideration of the Historic Preservation Commission's recommendation, and approval to designate the property at 3135 Priscilla Avenue a local landmark.

Policy Consideration:
Commission Consideration:
The Historic Preservation Commission considered the landmark nomination for 3135 Priscilla Avenue at its December 11, 2025 and January 8, 2026 meetings. The owners spoke about their love for this historic property, and their intent to ensure its preservation through Local Historic Landmark designation.

The Commission adopted a resolution making a preliminary landmark recommendation at its December 11, 2025 meeting. At its January 8, 2026 meeting, the Commission considered Findings of Fact and a Planning Report that detailed how the property meets four Landmark Criteria. The Commission approved the Planning Report, followed by the Findings, by a unanimous vote of 6-0.[1]

The required Planning Report, Commission Resolution, and information about the landmark designation process is provided in the attached reports the Historic Preservation Commission considered.

Architectural / Historic Significance:
Research and additional information about the property at 3135 Priscilla Avenue is available in the staff reports and other documentation provided to the Historic Preservation Commission for its consideration. Please see **Attachments 1-4** for Landmark Nomination, Staff Reports for each meeting, and the required Planning Report. **Attachments 5 and 6** are the Commission's Findings of Fact and adopted Resolution, respectively. Lastly, **Attachments 7 & 8** provide the Commission's minutes from the relevant meetings.

Background:
The owners of 3135 Priscilla Avenue, Donna and Jordon Varichak, have voluntarily nominated their property for a local landmark designation. The Varichak's have lived at the property since 2018. The applicants have nominated their property because the single-family residence and site were designed by notable architect George Fred Keck. George Fred Keck was locally and nationally known for his contemporary solar designs and was the first architect to win the Illinois Medal in Architecture.

The residence at 3135 Priscilla Avenue is a 1941 Contemporary Style Linear Ranch.[2] Features of architectural significance include its front gabled roof and asymmetrical façade, integrated two-car garage, pitched roof with deep eaves, and large windows concentrated on its south elevation. The home is among the earliest in Highland Park to bring together the modern principles of passive solar design.

The residence at 3135 Priscilla Avenue has been altered over the years to include an extension to the front porch and some changes to exterior materials. Nonetheless, the home has not structurally changed and its original design and aesthetic have been preserved since its construction.

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[1] Chair Weeder was absent at the Jan. 8, 2026 meeting.

[2] The Contemporary Style is characterized by clean lines, a lack of ornamentation and geometric planes. Contemporary design values simplicity, functionality and light. The Style is influenced by both the Prairie Style and International Style. Please refer to the staff report from the December 11, 2025 meeting for further information.

Core Priorities:
Vibrancy — The preservation of historically significant properties contributes to the City's vibrancy.

Attachments:
1. Attachment 1 - Landmark Nomination
2. Attachment 2 - December 11, 2025 Staff Report
3. Attachment 3 - January 8, 2026 Staff Report
4. Attachment 4 - Planning Report
5. Attachment 5 - Findings of Fact
6. Attachment 6 - R001-2025
7. Attachment 7 - Dec 2025 HPC Minutes
8. Attachment 8 - DRAFT Jan 2026 HPC Minutes
9. An Ordinance Designating the Property 3135 Priscilla Avenue a Local Landmark

Keck and Keck – 3135 Priscilla Avenue, Highland Park, IL – Current Owners since 2018: Donna & Jordon Varichak

Originally built in 1941, the Keck and Keck "H.W. KaDell" home had an original address of 1953 Priscilla Avenue, which was later changed to 3135 Priscilla Avenue.

George F. Keck was the first architect to pioneer passive solar house design. This architecturally significant residential mid-century modern ranch home utilized passive solar heating and was built with radiant heated floors installed under the concrete slab. The orientation of the home is to the south, incorporating large windows, angled roof lines and overhangs. With a modern aesthetic, a simplicity in design and an open floor plan, it integrates a connection between the interior and the surrounding natural landscape.

"Simplicity in design with," as William Keck says, a "plain, clean, simple look about it" with sharp, clean edges and lack of ornamentation such as scalloped edges." Atomic Ranch – August 13, 2025

In 1980, the University of Illinois awarded both brothers its inaugural Illinois Medal in Architecture. Over the course of their career, the Keck & Keck firm designed over 300 homes. While their names may not enjoy the same household recognition as their peers, their legacy continues in having formed a major part of Modernism's development in the Midwest. They remain an inspiring example of creative and efficient approaches to passive solar design.

Although the home has gone through a few owners and interior changes made throughout the years, the overall footprint and integrity of the house has remained the same modernism style, where modern meets timeless.

Legal Description: Lot 5 and Lot 6 (except the south ½ thereof) in block 2 in Highland Park Woodlands, a subdivision of the East ½ of the Northwest ¼ of section 15, Township 43 North, Range 12, East of the third principal meridian (except the Northeast ¼ of the Northeast ¼ of the Northwest ¼ of said Section 15) according to the Plat thereof recorded June 22, 1935, as document 414033, in Lake County Illinois

The reason our home is eligible for landmark designation:

1) Designed by notable architects, George and William Keck (Keck and Keck).
2) A modern and innovative styled home built in1941, embodies a place-maker in history with distinguishing characteristics including passive solar, large windows and a clean design.
3) The compact footprint is designed to stand the test of time.

Original 1941 materials: (see M73-026 client file)

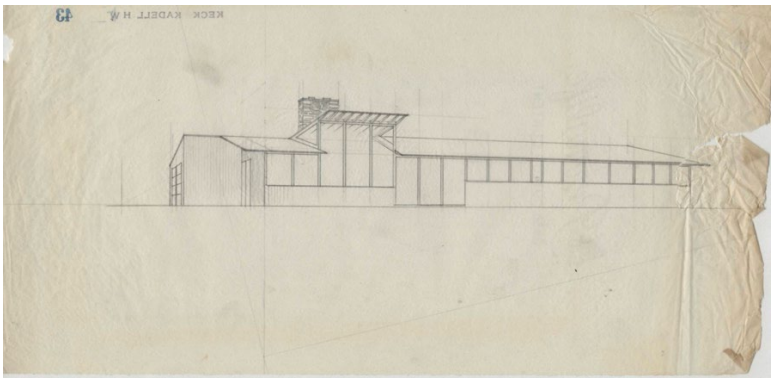
Slab concrete foundation, building constructed of frame and brick with attached, 2 car garage. Cement floors 4" thick (3" concrete/1" monolithic) cement finished with a trowel. Floors laid on sand or gravel fill over the floor heating pipes and reinforced with 4" x 4" x12 ga electrically welded wire mesh.

All framing lumber #1 common Fir, free from loose or large knots, shakes, excess sap or other defects. Framing lumber shall have no more than 12-15% moisture content.

2014 materials:

Retained original foundation, incorporated Hardie board and stucco exterior, rubber modified bitumen roof, gutters, new windows, doors and trim.

1941:

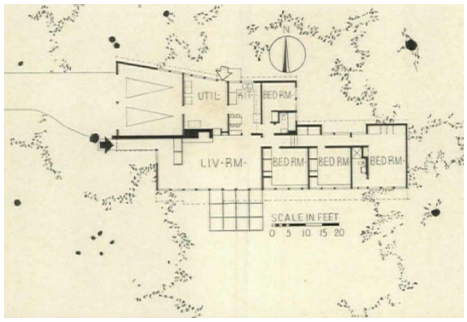












2025:

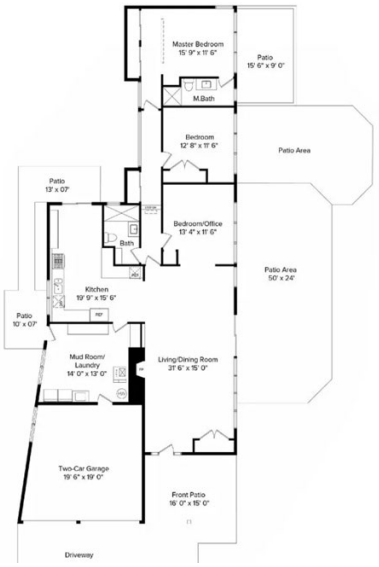











Master Bedroom
15' 9" x 11' 6"
Patio
15' 6" x 9' 0"
M.Bath
Bedroom
12' 8" x 11' 6"
Patio Area
Patio
13' x 07'
Bath
Bedroom/Office
13' 4" x 11' 6"
Patio Area
50' x 24'
Kitchen
19' 9" x 15' 6"
Patio
10' x 07'
Mud Room/
Laundry
14' 0" x 13' 0"
Living/Dining Room
31' 6" x 15' 0"
Two-Car Garage
19' 6" x 19' 0"
Front Patio
16' 0" x 15' 0"
Driveway

City of Highland Park

Memorandum

Date: 12.11.25

To: Historic Preservation Commission

From: Maddy Markle, Planner I

Subject: Preliminary Landmark Designation – 3135 Priscilla Avenue

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Location	3135 Priscilla Avenue
Historical Name	H.W. KaDell House
Historical Status	Not Surveyed
Structure	Style: Contemporary Architect: George Fred Keck Builder: G. W. Lindstrom Built: 1941
Petitioners	Donna & Jordon Varichak 3135 Priscilla Avenue, Highland Park



***Figure 1**. West Elevation, 1941*



***Figure 2**. South Elevation, 1941*



***Figure 3**. West Elevation, 2025*



***Figure 4.** South Elevation, 2025*

Fiscal Stability | Public Safety | Economic Development | Infrastructure Investment | Environmental Sustainability | Vibrancy

Summary of the Nomination

The owners of 3135 Priscilla Avenue, Donna and Jordon Varichak, have nominated their property for a local landmark designation (see ***Attachment 1***). They appreciate their home's timeless floorplan and innovative solar design. The Varichak's have lived in the home since 2018. The applicants believe their home is eligible for landmark nomination because it was designed by notable architect George Fred Keck, exemplifies innovative sustainable design, and has a clean aesthetic that has stood the test of time.

The residence at 3135 Priscilla Avenue, designed in 1941 by George Fred Keck, is a Contemporary Style Linear Ranch. It has a front gabled roof and asymmetrical façade. It is characterized by its integrated two-car garage, pitched roof with deep eaves, and large windows concentrated on the south elevation. The home is among the earliest in Highland Park (and the world) to bring together the modern principles of passive solar design. Existing Pictures have been compiled into Attachment 2.

George Fred Keck

George Fred Keck designed over a thousand homes, 30 of which were in Highland Park. Keck's homes in Highland Park were built between 1926 and 1968. He was the first American architect to observe the effects of passive solar heating and to apply them to single family residences. He rose to fame at the 1933 Century of Progress International Exposition with his dodecagon all-glass "House of Tomorrow."[1] In 1933 the Chicago Tribune wrote,

> *"In planning, in shape, in decoration and in furnishing this is a dwelling which presents a radically different face to the house-minded world."*

Keck observed that the glass house retained massive amounts of heat, even in the Chicago winter. This observation led him to start designing homes intentionally around the sun. According to some sources Keck was the first American architect to draw shading diagrams based on solar geometry, and the first to calculate a building's solar heat gain. Keck's shade plans and window placements could save a client 20% on their winter heating bill.[2]

Keck's design style adapted modernist European aesthetics for an American consumer who would have been more familiar with the Prairie Style. Robert Boyce, architectural historian, describes Keck's work as:

> *"high-quality solar residences, which combined the aesthetics and engineering of the International Style and organic architecture, and in laying the ground work for their acceptance that he most influenced American architectural design."*[3]

Keck's interpretation of the Contemporary Style is recognizable by its functionalism, horizontality, simplicity, use of light, and open plan. All of these elements are present at 3135 Priscilla Avenue.

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[1] White, Megan. (2017). *He saw the future: George Fred Keck and the House of Tomorrow.* National Trust for Historic Preservation. https://savingplaces.org/stories/george-fred-keck-the-mastermind-behind-the-house-of-tomorrow

[2] Denzer, A. (2013). *The Solar House: Pioneering Sustainable Design*. Rizzoli Publications.

[3] Boyce, R. (1993). *Keck and Keck*.

Keck's design philosophy still remains relevant today and continues to inform sustainable design best practices.

Passive Solar Design

Henry KaDell, the original owner of 3135 Priscilla Avenue, told Keck "*We like the solar type of construction and prefer south exposure for all main rooms… We are very much interested in automatic radiant floor type of heating…*" (see ***Attachment 3***). With these requests in mind, Keck designed a long, linear ranch with all the main rooms oriented south.

Large windows line the southern elevation and are shaded by deep eave overhangs. The windows on the home's other elevations are significantly smaller. This was intended to keep the home shaded in the summer and light-filled in the winter. During the summer, the sun sits at a high angle in the southern sky and cannot reach the southern windows because of the deep overhangs. This reduces cooling costs. Operable casement windows kept the house cool by providing cross ventilation (see ***Attachment 4 and 5***).

In the winter, the sun is positioned lower in the southern sky and is able to shine into the house. This traps heat in the house and reduces heating costs. Heat is further retained by thick insulation and double-glazed thermopane windows. Keck specified that the ceiling at 3135 Priscilla Avenue should have 3 inches of rock wool insulation (see ***Attachment 6***), as opposed to the one inch of ceiling insulation that was typical during this time period.[4]

Thicker roof insulation and south-oriented double-glazed windows may seem like common sense energy saving measures, but the reason one can recognize these interventions as "common sense" today is because Keck pioneered them in the 1940s. Keck essentially invented the modern framework for sustainable design 30 years before it became popular.[5]

Radiant Heat

Keck installed a radiant floor heating system at 3135 Priscilla Avenue. Iron heating pipes, through which hot water flowed, were laid beneath the floor, and covered with sand and concrete and reinforced by wire mesh (see ***Attachment 7***). In 1941 radiant floor heat was a rarity in the United States, as it was only used by Frank Lloyd Wright, who adapted the idea from Korean architecture.[6] Two decades after the completion of the KaDell House, radiant heat would become popular.[7] Again, Keck proved to be decades ahead of his time.

Materials

Historic materials are included in ***Attachment 6***.

- Slab concrete foundation,
- Fir wood balloon frame with brick veneer

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[4] Denzer, A. (2013). *The Solar House: Pioneering Sustainable Design*. Rizzoli Publications.
[5] Drueding, Meghan. (2018). *Edge of Tomorrow: The Unexpected Path of five "Homes of the Future" from 1933-34 | National Trust for Historic Preservation*. https://savingplaces.org/stories/edge-of-tomorrow-the-unexpected-path-of-five-houses-of-the-future-from-the-1933-worlds-fair
[6] Boyce, R. (1993). *Keck and Keck*.
[7] Kim, H. (2023). Korean heat radiated: from Frank Lloyd Wright's Usonian houses to postwar mass-produced houses in America. *Architectural Research Quarterly*, *27*(2), 109–128. https://doi.org/10.1017/s1359135523000167

- Cement floors 4" thick (3" concrete/1" monolithic)
- Floors laid on gravel fill over iron floor heating pipes and reinforced with wire mesh.
- Double-glazed themopane windows
- Rock wool insulation
- Plywood wall coverings (interior)
- Weatherwood ceiling tile (interior)

Present materials (as stated by applicant in Landmark Nomination, see ***Attachment 1***).

- Non-historic Hardy board and stucco exterior
- Non-historic rubber modified bitumen roof
- Non-historic gutters
- Non-historic windows, doors and trim
- Non-historic garage doors

Alterations

Roofing, siding, windows and doors are all replacement material. The roofline was extended over the front porch and a post was added in 2014 (see ***Attachment 8***).

The home has largely retained its original footprint, floorplan, massing and foundation. The home's massing, geometry (roof pitch, fenestration, solid-to-void ratio), and orientation clearly resemble that which was originally designed by Keck in 1941.

Ownership

The house at 3135 Priscilla Avenue was originally constructed for Harold and Gladys KaDell, who were highly involved in the design process. They asked Keck to build them a "six room house and two car garage… (in the) solar type of construction" (see ***Attachment 3***). Cross breeze ventilation, a southern building orientation and radiant heat were all specific requests from the KaDells. It's clear the KaDells took an interest in sustainability and were familiar with Keck's work.

Harold KaDell was a founder of the Deringer Metallurgical Corporation, a company that specialized in creating metal components (see ***Attachment 9***). The 1950 Census indicates that Gladys KaDell was a homemaker (see ***Attachment 10***).

Chain of Title

- 1941 - 1966 Harold and Gladys KaDell
- 1966-1968 Harry and Mary Hart
- 1968-1987 Jay and Anni Curtice
- 1987-~2014 Owen McCall and Harriet Smith
- 2018-Present Donna and Jordon Varichak

Landmark Criteria

The home at 3135 Priscilla Avenue may meet the following Landmark Criteria: **1, 4, 5 and 6.**

Sec. 24.015 Criteria for Landmark Designation.

The following is a list of the criteria to be considered in the designation of a Property, Structure, Area, Object, or Landscape of Significance as a Landmark:

(1) It demonstrates character, interest, or value as part of the development, heritage, or cultural characteristics of the City, county, state, or country.

(2) It is the site of a significant local, county, state, or national event.

(3) It is associated with a person or persons who significantly contributed to the development of the City, County, State, or Country.

(4) It embodies distinguishing characteristics of an architectural and/or landscape style valuable for the study of a specific time period, type, method of construction, or use of indigenous materials.

(5) It is identifiable as the work of a notable builder, designer, architect, artist, or landscape architect whose individual work has influenced the development of the City, County, State, or Country.

(6) It embodies, overall, elements of design, details, materials, and/or craftsmanship that renders it architecturally, visually, aesthetically, and/or culturally significant and/or innovative.

(7) It has a unique location or it possesses or exhibits singular physical and/or aesthetic characteristics that make it an established or familiar visual feature.

(8) It is a particularly fine or unique example of a utilitarian structure or group of such structures, including, but not limited to farmhouses, gas stations or other commercial structures, with a high level of integrity and/or architectural, cultural, historical, and/or community significance.

(9) It possesses or exhibits significant historical and/or archaeological qualities.

Landmark Nomination Process Outline

The landmark process is initiated when a nomination form is submitted to the Historic Preservation Commission. At this point, the property owner has already been sent a letter stating the time, place, and intent of this meeting where the nomination will be considered. The owner has provided consent to the landmark designation, so the next steps are as follows:

(1) The Commission should consider and discuss the landmark nomination. If the HPC finds that the property (a) meets two or more Landmark Criteria set forth in Section 24.015 of the City Code, and (b) has sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation, then the Commission should direct Staff to draft a Resolution making a preliminary Landmark Designation recommendation.

(2) The Commission should consider the resolution making the preliminary recommendation. Should the HPC adopt the resolution making a preliminary Landmark Designation recommendation, the house becomes a “Regulated Structure” with the associated protections against demolition and alterations.

(3) Staff will draft a Planning Report evaluating the relationship of the proposed designation to the City's Comprehensive Plan and the effect of the proposed designation on the surrounding neighborhood. The Planning Report will be presented to the Commission following the adoption of the Resolution making the preliminary recommendation.

(4) At a subsequent meeting, the Commission shall review the Planning Report, Findings of Fact, and make a determination to recommend a landmark designation to City Council.

(5) The City Council will consider the findings, recommendations, and official record of the Historical Preservation Commission and may, by an Ordinance duly adopted, designate the subject property as a Local Landmark.

Recommended Action

The Historic Preservation Commission is asked to discuss and consider the preliminary landmark designation for 3135 Priscilla Avenue. If the nomination is to be given a positive recommendation for approval, the Commission must find that the structure meets two or more of the criteria set forth in Section 24.015 and have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or rehabilitation.

If the nomination is given a positive recommendation, the Commission is asked to consider A Resolution Making a Preliminary Landmark Designation Recommendation for 3135 Priscilla Avenue. Should the Commission adopt the resolution making a preliminary Landmark Designation recommendation, the house becomes a "Regulated Structure" with the associated protections against demolition and alteration.

Attachments:

1. Landmark Nomination
2. Current Conditions
3. KaDell Requests for Keck, 1941
4. Elevations and Details, 1941
5. Floor Plan, 1941
6. Material Specifications, 1941
7. Radiant Heat Plan, 1941
8. Approved Porch Alterations, 2014
9. KaDell Business License, 1950
10. Census, 1950
11. 3135 Priscilla Under Construction, 1941
12. Building Permit for New Construction, 1941
13. Chain of Title Documentation
14. Keck's Hand-Drawn Elevations, 1941
15. Real Estate Listing, 1968
16. Architectural Forum Article, 1942

City of Highland Park

Memorandum

Date: 1.8.26

To: Historic Preservation Commission

From: Maddy Markle, Planner I

Subject: Landmark Nomination – 3135 Priscilla Avenue

Location	3135 Priscilla Avenue
Historical Name	H.W. KaDell House
Historical Status	Not Surveyed
Structure	Style: Contemporary Architect: George Fred Keck Builder: G. W. Lindstrom Built: 1941
Petitioners	Donna & Jordon Varichak 3135 Priscilla Avenue, Highland Park



***Figure 3**. West Elevation, 2025*



***Figure 4.** South Elevation, 2025*

Summary of the Nomination

The owners of 3135 Priscilla Avenue, Donna and Jordon Varichak, have nominated their property for a local landmark designation (see ***Attachment A***). They appreciate their home's timeless floorplan and innovative solar design. The Varichak's have lived in the home since 2018. The applicants believe their home is eligible for landmark nomination because it was designed by notable architect George Fred Keck, exemplifies innovative sustainable design, and has a clean look that has stood the test of time.

The residence at 3135 Priscilla Avenue, designed in 1941 by George Fred Keck, is a Contemporary Style Linear Ranch. It has a front gabled roof and asymmetrical façade. It is characterized by its integrated two-car garage, pitched roof with deep eaves, and large windows concentrated on the south elevation. The home is among the earliest in Highland Park (and the world) to bring together the modern principles of passive solar design.

Previous Consideration

At the previous Dec. 11, 2025 meeting the HPC considered a preliminary landmark designation recommendation for the property at 3135 Priscilla Avenue (see ***Attachment B***). The discussion included information about the original architect, the Contemporary Style, and the property's innovative use of solar passive design. The Commission also considered the integrity of the current property.

The Commission made a motion to find:

- The property at 3135 Priscilla Avenue satisfies Landmark Criteria 1, 4, 5 and 6
- The property at 3135 Priscilla Avenue has sufficient integrity of design.

Based on these findings the Commission moved to adopt a preliminary Landmark Designation Recommendation.

- Motion Carried 5-0:
  - In favor: Pines, Weeder, Gonka, Hartinger, Portman
  - Opposed: None
  - Absent: Greenbaum, Ehrlich

Information regarding the previous Dec. 11, 2025 meeting can be found here: https://highlandparkil.portal.civicclerk.com/event/362/overview

Finding of Fact

Staff drafted Findings of Fact (see ***Attachment C***) detailing how the property at 3135 Priscilla Avenue satisfies Landmark Criteria 1, 4, 5, and 6. The Commission is asked to review the Findings. If the Commission determines they are consistent with the discussion and vote on this matter from the Dec. 11, 2025 meeting, then the Findings of Fact should be approved by a majority vote. The Findings, together with the Resolution Making a Preliminary Landmark Designation, will represent the HPC's recommendation to the City Council on this landmark nomination.

Planning Report

Section 24.025 of the City Code establishes the process for approving a local historic landmark. Subsection (C) reads as follows:

> *"Request for Planning Report: Upon adoption of a resolution making a preliminary landmark designation recommendation, the Commission shall request a report from the Director of Community Development that evaluates the relationship of the proposed designation to the City's comprehensive plan and the effect of the proposed designation on the surrounding neighborhood.*
>
> *The report shall be submitted to the Commission within 60 days of the request and the Commission shall make such modifications, changes, and alterations to the report concerning the proposed landmark designation as it deems necessary in consideration of any recommendation of the City's Director of Community Development made in the report…."*

Pursuant to the Code above, staff has drafted a planning report discussing the Comprehensive Plan and the Historic Preservation Plan. The designation of the house as a landmark and preservation of a Contemporary Linear Ranch designed by a notable architect is entirely consistent with the intent of the Master Plan to "preserve neighborhood character." The Planning Report is included as **Attachment D** to this report.

Public Testimony

The petitioners Donna and Jordon Varichak, were present at the Dec. 11, 2025 HPC meeting to answer any questions that the commission had. There was no further public testimony.

Landmark Nomination Process Outline

The landmark process is initiated when a nomination form is submitted to the Historic Preservation Commission. The owner has provided consent to the landmark designation and the first two steps of the process were completed at the last meeting:

(1) The Commission discussed the landmark nomination at the Dec. 11, 2025 meeting and found that the property

> (a) meets two or more Landmark Criteria set forth in Section 24.015 of the City Code, and
>
> (b) has sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation.

(2) The Commission adopted a resolution making the preliminary recommendation. As a result, the property became a "Regulated Structure" with the associated protections against demolition and alteration.

(3) Staff has drafted Planning Report evaluating the relationship of the proposed designation to the City's Master Plan and the effect of the proposed designation on the surrounding neighborhood. The Commission reviews the Planning Report following the adoption of the Resolution making the preliminary recommendation, which occurred at the previous meeting.

(4) At the meeting on Jan. 8, 2026, the Commission shall review the Planning Report, Findings of Fact, and determine whether to recommend a landmark designation to City Council by approval of the Findings.

(5) The City Council will consider the findings, recommendations, and official record of the Historic Preservation Commission and may, by an Ordinance duly adopted, designate the subject property as a Local Landmark.

Recommended Action

The Historic Preservation Commission is asked to review the Planning Report and consider the staff-drafted Findings of Fact. The Commission can approve the Findings or make amendments and add conditions as needed. The Findings will constitute the Commission's recommendation to the City Council.

Attachments:

A. Landmark Nomination
B. Resolution 2025-001
C. Findings of Fact
D. Planning Report

City of Highland Park

Memorandum

Date: 1.8.26

To: Historic Preservation Commission

From: Maddy Markle, Planner I

Subject: Planning Report – 3135 Priscilla Avenue

Location	3135 Priscilla Avenue
Historical Name	H.W. KaDell House
Historical Status	Not Surveyed
Structure	Style: Contemporary Architect: George Fred Keck Builder: G. W. Lindstrom Built: 1941
Petitioners	Donna & Jordon Varichak 3135 Priscilla Avenue, Highland Park



***Figure 3**. West Elevation, 2025*



***Figure 4.** South Elevation, 2025*

Administrative History

On September 27, 2025 owners of 3135 Priscilla Avenue ("***Property***"), Donna and Jordon Varichak, nominated their property for a local landmark designation (see ***Attachment A***). At the previous Dec. 11, 2025 meeting the HPC considered a preliminary landmark designation recommendation. The discussion included information about the original architect (George Fred Keck), the Contemporary Style, and the property's innovative use of solar passive design. The Commission also considered current property's integrity in relationship to the primary source documentation.

The Commission made a motion to find:

- The property at 3135 Priscilla Avenue satisfies Landmark Criteria 1, 4, 5 and 6
- The property at 3135 Priscilla Avenue has sufficient integrity of design.

Based on these findings the Commission moved to adopt a preliminary Landmark Designation Recommendation. The motion carried 5-0. The Commission directed staff to draft Findings of Fact and a Planning Report per the requirements of Sec. 24.025(C) of the Historic Preservation Ordinance, which will be considered at the meeting on Jan. 8, 2026.

Property Description

The property is a west-oriented lot on which a 1941 Contemporary Style Linear Ranch ("***Structure***") is located. The structure's primary entrance faces west, while the longer elevation faces south. The structure is characterized by its asymmetry, minimal ornament, clean lines, deep eave overhangs, and strong relationship to the site. The structure and site were both designed by notable modernist architect George Fred Keck, a pioneer of passive solar design.

Finding Architectural and Historic Significance

The Historic Preservation Commission discussed a landmark nomination for the property at the Dec. 11, 2025 meeting and made the preliminarily determination that the property met four Landmark criteria (1, 4, 5, and 6) and met the integrity requirement. The following analysis of the standards reflects the Commission's Findings of Fact for the nomination:

1. It demonstrates character, interest or value as part of the development, heritage or cultural characteristics of the City, county, state or country;

Finding. The Historic Preservation Commission finds that the property at 3135 Priscilla Avenue is a strong example of a structure and site that demonstrate character, interest, and value as part of the development of the City and country.

The 1941 structure on the site is representative of the contemporary suburban design that, by the 1950's and 60's, would become ubiquitous across country. The Contemporary structure is an important precursor to the popular Mid-Century Modern Architectural Style.

Furthermore, the structure on the site is an early example of passive solar design. Keck's contributions to the development of sustainable architecture best-practices cannot be understated, and the structure at 3135 Priscilla Avenue is a part of this contribution.

Additionally, the site setting (a large lot with sizable open space) typifies a historically significant pattern of suburban development in North-West Highland Park between the 1920s and 1950s, as described in the 2001 North-Central Neighborhood Plan.

4. It embodies distinguishing characteristics of an architectural and/or landscape style valuable for the study of a specific time period, type, method of construction, or use of indigenous materials.

Finding. The Historic Preservation Commission finds that the structure at 3135 Priscilla Avenue is an excellent early example of the Contemporary Style of architecture. It features an asymmetrical, single-story frame, minimal façade design, large windows on the south elevation and a low pitched roof with deep overhangs.

Additionally, it represents an uncommonly early iteration of passive solar construction and radiant heating. The Commission finds these unique methods of construction to be historically significant.

5. It is identifiable as the work of a notable builder, designer, architect, artist, or landscape architect whose individual work has influenced the development of the City, County, State, or Country.

Finding. The Historic Preservation Commission finds that George Fred Keck was a notable architect in Highland Park. According to U.S. Modernist Archives,[1] George Fred Keck designed over a thousand homes, 30 of which were in Highland Park.[2] He was the first American architect to observe the effects of passive solar heating and to apply them to single family residences.[3] Keck and his brother were the first architects to win the Illinois Medal in Architecture for their lifetime of achievements.[4]

Keck was the first American architect to draw shading diagrams based on solar geometry, and the first to calculate a building's solar heat gain. Keck's shade plans and window placements could save a client 20% on their winter heating bill.[5]

Keck's design style adapted modernist European aesthetics for an American consumer who would have been more familiar with the Prairie Style.[6] Keck's interpretation of the Contemporary Style is recognizable by its functionalism, horizontality, simplicity, use of light, and open plan. All of these elements are present at 3135 Priscilla Avenue.

Keck's design philosophy still remains relevant today and continues to inform sustainable design best practices.

The Commission strongly feels that George Fred Keck is unquestionably a notable architect whose works should be preserved.

6. It embodies, overall, elements of design, details, materials, and/or craftsmanship that renders it architecturally, visually, aesthetically, and/or culturally significant and/or innovative.

Finding. The Historic Preservation Commission finds the property at 3135 Priscilla Avenue includes design elements rendering it architecturally, visually, and aesthetically significant. It is a prototypical example of an innovative solar residence.

Large windows line the southern elevation and are shaded by deep eave overhangs. The windows on the home's other elevations are significantly smaller. This was intended to keep the

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[1] *US Modernist Archives*. (n.d.). https://www.usmodernist.org/keckkeck.htm
[2] Staff has confirmed that 17 are still standing, 3 have been demolished, and 10 are unaccounted for. The homes unaccounted for are likely not located in a surveyed area.
[3] White, Megan. (2017). *He saw the future: George Fred Keck and the House of Tomorrow*. National Trust for Historic Preservation. https://savingplaces.org/stories/george-fred-keck-the-mastermind-behind-the-house-of-tomorrow
[4] *US Modernist Archives*
[5] Denzer, A. (2013). *The Solar House: Pioneering Sustainable Design*. Rizzoli Publications.
[6] Boyce, R. (1993). *Keck and Keck*.

home shaded in the summer and light-filled in the winter. During the summer, the sun sits at a high angle in the southern sky and cannot reach the southern windows because of the deep overhangs. This reduces cooling costs.

In the winter, the sun is positioned lower in the southern sky and is able to shine into the house. This traps heat in the house and reduces heating costs. Heat is further retained by thick insulation and double-glazed thermopane windows. Keck specified that the ceiling at 3135 Priscilla Avenue should have 3 inches of rock wool insulation, as opposed to the one inch of ceiling insulation that was typical of the period.[7]

Keck installed a radiant floor heating system at 3135 Priscilla Avenue. Iron heating pipes, through which hot water flowed, were laid beneath the floor, and covered with sand and concrete and reinforced by wire mesh. In 1941 radiant floor heat was a rarity in the United States. It was only used by Frank Lloyd Wright, who adapted the idea from Korean architecture.[8] Two decades after the completion of the KaDell House, radiant heat would become popular.[9] Keck proved to be decades ahead of his time.

The Commission finds that these design elements are the evidence of architectural, cultural, visual and aesthetic significance and innovation.

Integrity: Has sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or rehabilitation.

Finding. The Historic Preservation Commission finds that the structure and site at 3135 Priscilla Avenue has sufficient integrity to make it worthy of preservation.

Overall, the structure has not been added to and retains its original 1941 height, footprint, proportions of front façade, solid-to-void ratio, rhythm, projections, and massing. The Commission has access to Keck's original building plans and has confirmed that the current structure largely resembles his original design.

The Commission recognizes that the structure has seen material and textural changes (fir siding replaced with stucco, replacement windows and doors, and a small expansion of the front porch) but feel that these changes do not detract from the overall integrity of the structure. The Commission notes that the code requires "sufficient" integrity, not perfect integrity.

The Commission also finds that the site setting retains integrity. The open space on the south side of the lot has been largely preserved. As a result, the structure's solar design remains functional.

By Code, any proposed individual landmark must meet two or more landmark criteria and have sufficient integrity of location, design, materials and workmanship to make it worthy of

[7] Denzer, A. (2013). *The Solar House: Pioneering Sustainable Design*. Rizzoli Publications.
[8] Boyce, R. (1993). *Keck and Keck*.
[9] Kim, H. (2023). Korean heat radiated: from Frank Lloyd Wright's Usonian houses to postwar mass-produced houses in America. *Architectural Research Quarterly*, *27*(2), 109–128. https://doi.org/10.1017/s1359135523000167

preservation or rehabilitation. The property at 3135 Priscilla Avenue meets four landmark criteria, while retaining sufficient integrity to qualify for local Landmark designation.

Historic Preservation Commission Policy

The Historic Preservation Commission adopted a Preliminary Landmark Designation recommendation on Dec. 11, 2025. Resolution No. R001-2025 (see ***Attachment B***) designates the property at 3135 Priscilla Avenue in it's entirely as a Regulated Structure. No building permits or demolition permits shall be issued per Section 24.025(B)(3):

> *"Upon adoption of the resolution making a preliminary landmark designation recommendation, and until provided otherwise in this Chapter, the nominated Property, Structure, Area, Object, or Landscape of Significance shall be a Regulated Structure."*

The permit moratorium described above will conclude upon final disposition of the proposed local Landmark.

Historic Preservation and the City of Highland Park Master Plan

The City of Highland Park Master Plan recommends that the City "sustain a philosophy of preservation," adding a call to "maintain Highland Park's sense of place, character, and history; maintain quality of architecture in residential and public structures," preserving "the quality of residential neighborhoods" and protecting the City's "natural, historic and physical resources."

The property at 3135 Priscilla Avenue is located in the Master Plan's North Central District. The plan's North Central District was approved in February 2001 and recognizes the important of maintaining neighborhood character. The plan's vision statement says current and future City leaders should consider how to "*preserve existing neighborhood character by promoting large lot sizes, maintain housing diversity and strictly enforce zoning regulations*" The property at 3135 Priscilla Avenue is representative of the large-lot suburban development the Master Plan aims to preserve.

Historic Preservation and the City of Highland Park Historic Preservation Plan

The City of Highland Park adopted its first ever Historic Preservation Plan in 2022. One objective listed in the plan is to identify properties that could potentially be landmarked and increase the number of landmarked properties. The plan also notes that homes with a Significant rating should strongly be considered for local landmark nomination.

While the property at 3135 Priscilla Avenue has not yet been included in an architectural survey, 12 other Highland Park homes designed by Keck have received a Significant rating.[10] It is likely that the structure at 3135 Priscilla Avenue would likewise qualify as Significant.

This home's local landmark nomination aligns with the vision of the Historic Preservation Plan due to its historic significance, as found by the Commission, and association with a notable architect whose other homes rate as Significant in the City's architectural surveys.

Recommendation

Based on the information presented, the Department of Community Development recommends that the Historic Preservation Commission continue with the Landmark Designation of the property at 3135 Priscilla Avenue.

Following the adoption of the attached Resolution recommending Landmark Designation, the Commission's recommendation will be forwarded to the City Council.

[10] 2077 Partridge Lane, 460 Lakeside Plaza, 415 Dell Lane, 765 Kimball Road, 833 Kimball Road, 851 Kimball Road, 865 Kimball Road, 956 Bob-O-Link Road, 1579 Hawthorne Lane, 65 Prospect Avenue, 2595 St. Johns Avenue, 151 Maple Avenue.

Attachments:

A. Landmark Nomination
B. Resolution Recommending Landmark Designation
C. Findings of Fact

FINDINGS OF FACT

Recommending Landmark Designation of 3135 Priscilla Avenue

Section 24.025 Landmark Designation Procedures

Pursuant to Section 24.025(D) of the City Code, the Historic Preservation Commission shall make a determination to recommend a landmark designation to the City Council including findings of fact relating to the criteria for designation that constitute the basis for its decision.

Criteria for Landmark Designation

1. **It demonstrates character, interest, or value as part of the development, heritage, or cultural characteristics of the City, county, state, or country.**

   Finding. The Historic Preservation Commission finds that the property at 3135 Priscilla Avenue is a strong example of a structure and site that demonstrate character, interest, and value as part of the development of the City and country.

   The 1941 structure on the site is representative of the contemporary suburban design that, by the 1950's and 60's, would become ubiquitous across country. The Contemporary structure is an important precursor to the popular Mid-Century Modern Architectural Style.

   Furthermore, the structure on the site is an early example of passive solar design. Keck's contributions to the development of sustainable architecture best-practices cannot be understated, and the structure at 3135 Priscilla Avenue is a part of this contribution.

   Additionally, the site setting (a large lot with sizable open space) typifies a historically significant pattern of suburban development in North-West Highland Park between the 1920s and 1950s, as described in the 2001 North-Central Neighborhood Plan.

2. **It is the site of a significant local, county, state, or national event.**
   N/A

3. **It is associated with a person or persons who significantly contributed to the development of the City, County, State, or Country.**
   N/A

4. **It embodies distinguishing characteristics of an architectural and/or landscape style valuable for the study of a specific time period, type, method of construction, or use of indigenous materials.**

Finding. The Historic Preservation Commission finds that the structure at 3135 Priscilla Avenue is an excellent early example of the Contemporary Style of architecture. It features an asymmetrical, single-story frame, minimal façade design, large windows on the south elevation and a low pitched roof with deep overhangs.

Additionally, it represents an uncommonly early iteration of passive solar construction and radiant heating. The Commission finds these unique methods of construction to be historically significant.

5. It is identifiable as the work of a notable builder, designer, architect, artist, or landscape architect whose individual work has influenced the development of the City, County, State, or Country.

Finding. The Historic Preservation Commission finds that George Fred Keck was a notable architect in Highland Park. According to U.S. Modernist Archives,[1] George Fred Keck designed over a thousand homes, 30 of which were in Highland Park.[2] He was the first American architect to observe the effects of passive solar heating and to apply them to single family residences.[3] Keck and his brother were the first architects to win the Illinois Medal in Architecture for their lifetime of achievements.[4]

Keck was the first American architect to draw shading diagrams based on solar geometry, and the first to calculate a building's solar heat gain. Keck's shade plans and window placements could save a client 20% on their winter heating bill.[5]

Keck's design style adapted modernist European aesthetics for an American consumer who would have been more familiar with the Prairie Style.[6] Keck's interpretation of the Contemporary Style is recognizable by its functionalism, horizontality, simplicity, use of light, and open plan. All of these elements are present at 3135 Priscilla Avenue.

Keck's design philosophy still remains relevant today and continues to inform sustainable design best practices. The Commission strongly feels that George Fred Keck is unquestionably a notable architect whose works should be preserved.

6. It embodies, overall, elements of design, details, materials, and/or craftsmanship that renders it architecturally, visually, aesthetically, and/or culturally significant and/or innovative.

Finding. The Historic Preservation Commission finds the property at 3135 Priscilla Avenue includes design elements rendering it architecturally, visually, and aesthetically significant. It is a prototypical example of an innovative solar residence.

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[1] *US Modernist Archives*. (n.d.). https://www.usmodernist.org/keckkeck.htm
[2] Staff has confirmed that 17 are still standing, 3 have been demolished, and 10 are unaccounted for. The homes unaccounted for are likely not located in a surveyed area.
[3] White, Megan. (2017). *He saw the future: George Fred Keck and the House of Tomorrow*. National Trust for Historic Preservation. https://savingplaces.org/stories/george-fred-keck-the-mastermind-behind-the-house-of-tomorrow
[4] *US Modernist Archives*
[5] Denzer, A. (2013). *The Solar House: Pioneering Sustainable Design*. Rizzoli Publications.
[6] Boyce, R. (1993). *Keck and Keck*.

Large windows line the southern elevation and are shaded by deep eave overhangs. The windows on the home's other elevations are significantly smaller. This was intended to keep the home shaded in the summer and light-filled in the winter. During the summer, the sun sits at a high angle in the southern sky and cannot reach the southern windows because of the deep overhangs. This reduces cooling costs. In the winter, the sun is positioned lower in the southern sky and is able to shine into the house. This traps heat in the house and reduces heating costs. Heat is further retained by thick insulation and double-glazed thermopane windows. Keck specified that the ceiling at 3135 Priscilla Avenue should have 3 inches of rock wool insulation, as opposed to the one inch of ceiling insulation that was typical of the period.[7]

Keck installed a radiant floor heating system at 3135 Priscilla Avenue. Iron heating pipes, through which hot water flowed, were laid beneath the floor, and covered with sand and concrete and reinforced by wire mesh. In 1941 radiant floor heat was a rarity in the United States. It was only used by Frank Lloyd Wright, who adapted the idea from Korean architecture.[8] Two decades after the completion of the KaDell House, radiant heat would become popular.[9] Keck proved to be decades ahead of his time.

The Commission finds that these design elements are the evidence of architectural, cultural, visual and aesthetic significance and innovation.

7. **It has a unique location or it possesses or exhibits singular physical and/or aesthetic characteristics that make it an established or familiar visual feature.**
   N/A

8. **It is a particularly fine or unique example of a utilitarian structure or group of such structures, including, but not limited to farmhouses, gas stations or other commercial structures, with a high level of integrity and/or architectural, cultural, historical, and/or community significance.**
   N/A

9. **It possesses or exhibits significant historical and/or archaeological qualities.**
   N/A

Integrity: Has sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or rehabilitation.

Finding. The Historic Preservation Commission finds that the structure and site at 3135 Priscilla Avenue has sufficient integrity to make it worthy of preservation. Overall, the structure has not been added to and retains its original 1941 height, footprint, proportions of front façade, solid-to-void ratio, rhythm, projections, and massing. The Commission has access to Keck's original building plans and has confirmed that the current structure largely resembles his original design.

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[7] Denzer, A. (2013). *The Solar House: Pioneering Sustainable Design*. Rizzoli Publications.
[8] Boyce, R. (1993). *Keck and Keck*.
[9] Kim, H. (2023). Korean heat radiated: from Frank Lloyd Wright's Usonian houses to postwar mass-produced houses in America. *Architectural Research Quarterly*, *27*(2), 109–128. https://doi.org/10.1017/s1359135523000167

The Commission recognizes that the structure has seen material and textural changes (fir siding replaced with stucco, replacement windows and doors, and a small expansion of the front porch) but feel that these changes do not detract from the overall integrity of the structure. The Commission notes that the code requires "sufficient" integrity, not perfect integrity.

The Commission also finds that the site setting retains integrity. The open space on the south side of the lot has been largely preserved. As a result, the structure's solar design remains functional.

By Code, any proposed individual landmark must meet two or more landmark criteria and have sufficient integrity of location, design, materials and workmanship to make it worthy of preservation or rehabilitation. **The property at 3135 Priscilla Avenue has been found to meet four landmark criteria, while retaining sufficient integrity to qualify for local Landmark designation.**

CITY OF HIGHLAND PARK
HISTORIC PRESERVATION COMMISSION

RESOLUTION NO. R001 - 2025

A RESOLUTION MAKING A PRELIMINARY LANDMARK DESIGNATION RECOMMENDATION FOR 3135 PRISCILLA AVENUE

WHEREAS, on September 27, 2025, pursuant to Section 24.025(A) of "The Highland Park Code of 1968," as amended (***"City Code"***), Donna Varichak and Jordon Varichak (collectively, the ***"Owner"***), the record title owners of that certain real property located at the address commonly known as 3135 Priscilla Avenue in Highland Park, Illinois (***"Property"***), submitted a written nomination to designate the Property as a landmark; and

WHEREAS, pursuant to Section 24.025(B)(1) of the City Code, a public meeting of the Commission to consider preliminary landmark designation of the Structure was held on December 11, 2025 notice of which meeting was delivered on November 12, 2025 to the Owner; and

WHEREAS, pursuant to Section 24.025(B)(2) of the City Code, to make a preliminary landmark designation recommendation for the Structure, the Commission must, by resolution duly adopted: (i) find that the proposed landmark designation satisfies at least two of the criteria set forth in Section 24.015 of the City Code; and (ii) determine that the Property has sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation; and

WHEREAS, the Property demonstrates value as part of the development and cultural character of the City; and

WHEREAS, the single-family residential structure on the Property was built in the Contemporary style, and includes many of the architectural features of that style; and

WHEREAS, the single-family residential structure on the Property and site setting were designed by notable architect, George Fred Keck whose individual work had a strong influence on the development of the country; and

WHEREAS, the single-family residential structure on the Property embodies culturally significant and innovative passive solar design; and

WHEREAS, the Commission has determined that the proposed landmark designation of the Property satisfies the criteria for landmark designation set forth in the City Code;

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as the findings of the Historic Preservation Commission.

SECTION TWO: PRELIMINARY LANDMARK DESIGNATION. In accordance with, and pursuant to, Section 24.025(B)(2) of the City Code, the Commission hereby: (a)

finds that the Structure satisfies the criteria for landmark designation set forth in Sections 24.015(1), 24.015(4), 24.015(5), and 24.015(6) of the City Code; and (b) determines that the Structure has sufficient integrity of location, design, materials and workmanship to make it worthy of preservation. Pursuant to such finding and determination and Section 24.025(B)(2) of the City Code, the Commission hereby makes a preliminary recommendation to designate the Structure as a landmark.

SECTION THREE: EFFECT OF DESIGNATION. In accordance with and pursuant to Section 24.025(B)(3) of the City Code, upon the effective date of this Resolution, the Structure will be considered a "Regulated Structure," as that term is defined pursuant to Section 24.005 of the City Code.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval in the manner provided by law.

AYES: Pines, Weeder, Gonka, Hartinger, Portman

NAYS: None

ABSENT: Greenbaum, Ehrlich

PASSED: 5-0

APPROVED: December 11, 2025

RESOLUTION NO. R001-2025

Seth Pines, Chairman

ATTEST:

Maddy Markle, Commission Secretary

MINUTES OF A REGULAR MEETING
HISTORIC PRESERVATION COMMISSION
OF THE CITY OF HIGHLAND PARK, ILLINOIS

MEETING DATE: Monday, December 11, 2025

MEETING LOCATION: Council Chambers, City Hall, 1707 St. Johns Avenue, Highland Park, IL

CALL TO ORDER
At 6:32 p.m., Chairperson Pines called the meeting to order. This Commission meeting takes place on-site. Staff was asked to call the roll.

ROLL CALL
Commissioners Present: Chairperson Pines; Commissioners Gonka, Hartinger, Portman, & Weeder

Commissioners Absent: Commissioners Ehrlich & Greenbaum

Councilmember Present: Blumberg

Student Council Absent: Koslow

Staff declared that a quorum was present.

Staff Present: Fontane, Coleman, & Markle

Guests Present: Donna Verechek/Petitioner
Tomaz Gniedziejko, Owner/TG Homes LLC

Others Present: Gale Cerabona, Recorder

APPROVAL OF MINUTES
Regular Meeting of the Historic Preservation Commission – November 13, 2025

Commissioner Weeder moved to approve the regular meeting minutes of November 13, 2025. Commissioner Gonka seconded the motion.

On a voice vote
Voting Yea Chairperson Pines; Commissioners Gonka, Hartinger, Portman, & Weeder
Voting Nay: None

Staff declared that the motion passed unanimously.

SCHEDULED BUSINESS
1. Preliminary Consideration of Landmark Nomination – 3135 Priscilla Avenue
Planner Markle offered a presentation:

- Landmark Designation Process
    - 3-step

- Summary
    - H.W. Kadell House
    - built in 1941
    - architect is George Keck
    - Contemporary style
- Existing Conditions were shown
- Architectural Features
- Contemporary Style Characteristics
    - wood, brick, stucco
- Keck and Keck
    - Famous for 1933 House of Tomorrow
    - passive solar design
    - designed 300 homes in Chicago area, 30 in Highland Park
- Original Owner & Chain of Title
- Historic Plans
- Floor Plans & Elevations were illustrated
- Radiant Heat Plan was noted (iron pipes, heated floors)
- Photos were displayed (from 1941, 1942, and 1968)
- Alteration History
    - Material changes to windows and doors
    - front porch extended in 2014
- Landmark Criteria were referenced (Staff highlighted Criteria #1, 4, 5, and 6)
- Recommendation

Some HPC comments are

- Chairperson Pines asked:
    - and Ms. Donna Verechek, owner, stated they don't know if the pipes work. There is no control valve. She noted the floors are heated in the kitchen and bathrooms.
    - how many Keck homes there are in Highland Park. Planner Markle will review same.
- Commissioner Portman referenced a possible Keck home.

Councilperson Blumberg said he grew up in a Keck house. He noted a house in Glencoe had radiant heat and expounded on same.

- Commissioner Weeder believes this house meets Criteria #4, 5, and 6. She commends the homeowners.
- Commissioner Gonka concurred and believes this may meet Criteria #1, 3, and 7. He shared it is incredibly important to save. The integrity is still there.
- Chairperson Pines believes Criteria #1, 4, 5, and 6 are met.
- Commissioner Portman believes Criteria #4, 5, and 6 are met. He believes Criteria 1 and 7 blend together. Commissioner Portman loves this home; beautiful example of an early Mid-Century Modern home; represents an owner who had a vision built by a renowned architect. The documentation is wonderful. This was called the Woodlands subdivision.

Commissioner Gonka moved that Criteria #1, 4, 5, and 6 apply and sufficient integrity is met – with adoption of a Preliminary Landmark Designation. Commissioner Weeder seconded the motion.

Commissioner Portman noted the code said the home must have sufficient integrity. He expressed the front entry is more habitable.

On a roll call vote
Voting Yea Chairperson Pines; Commissioners Gonka, Hartinger, Portman, & Weeder
Voting Nay: None

Staff declared that the motion passed unanimously.

Extended HPC comments are:

- Commissioner Portman said due to a narrow lot and trees make it is hard to see the beauty of this home. He appreciates its modest design.
- Commissioner Gonka said the home has curb appeal.

Councilperson Blumberg referred to his modest home in Glencoe. He shared his parents contacted the Keck's and had their current home built in Highland Park.

- Chairperson Pines asked Petitioner why they decided to landmark the home. Ms. Verechek said she read an article about Keck and learned a home he built in Glencoe got leveled following the closing. She doesn't ever want her house to be demolished.

2. <u>Determination of Historic Significance – 1373 Oakwood Avenue</u>

Planner Markle offered a presentation:

- Summary
  - Contributing Structure in 2006 Bob O'Link survey
  - Dutch Revival style
  - built c.1912
- Property History
- Architecture
- Elevations were shown
- Landmark Criteria were illustrated
- Impact of Historic Findings
- Recommendation (Staff recommends Commission consider Criteria #1 and 4)

Some HPC comments are…..

- Commissioner Portman:
  - referenced Page 2 of the memo in the packet and asked how it is known that the photo is from 1974. Planner Markle said it is from a real estate listing that indicated 1974. They noted a lot has changed with the current structure.
  - asked what would be done if more information is needed. Planner Markle said this is a standard option.
  - asked how many homes in Highland Park have this style. Planner Markle referenced Page 2, and said there are 9 at least.
- Chairperson Pines believes Criteria #4 and 6 are on the edge of being met.
- Commissioner Weeder said this is a solid Four Square; a good example of a modest home. She believes Criteria #1 and 4 pertain. Porch additions are not detrimental.

- Commissioner Hartinger believes Criteria #1 and 4 are met. The additions make it look piece meal. The front porch blends and is all over the place.
- Commissioner Gonka identified the original steps, roofline. He asked, and Planner Markle said the back porch was added later. The front porch was added c. 1924.

Petitioner, Tomaz Gniedziejko, Owner, with TG Homes LLC, noted this is a 2-bedroom house; like a barn in Wisconsin. He advised the original owner was a construction worker in the 1920s; a cheap way to build a house.

More HPC comments:

- Commissioner Portman said, based on other Dutch Revival homes, this style is a stretch. He noted, if the house was altered with pride, he would vote against all criteria.
- Commissioner Gonka believes this house has integrity. The house is still a Dutch Colonial Revival that could contribute to the neighborhood.
- Commissioner Weeder believes this house meets Criteria #1 and 4.

Commissioner Gonka moved that this house meets Criteria #1 and 4 and has integrity. Commissioner Weeder seconded the motion.

On a roll call vote
Voting Yea Commissioners Gonka & Weeder
Voting Nay: Chairperson Pines; Commissioners Hartinger & Portman

Staff declared that the motion failed 2-3. Commissioner Portman read a portion of the Ordinance.

DISCUSSION ITEMS

1. <u>Continued Discussion – Encouraging Historic Preservation</u>

Planner Markle noted the HPC will offer recommendations to City Council, and Staff will provide same.

Further clarification was discussed on the following…..

- Historic Rehabilitation Grants
    - Planner Markle provided Commissioner Ehrlich's comments that he would like to offer a $10,000 incentive amount like the City of Hinsdale does.
    - Commissioner Hartinger wants to save homes. A significant amount/match should be offered. He is not a fan of income eligibility.
    - Commissioner Portman believes, as per Elgin, policing would be difficult.
    - Commissioner Gonka said a cap on the grant takes care of various issues.
    - Commissioner Weeder believes rich people should also receive benefits; try to come up with a menu for more preservation. Councilperson Blumberg believes this is accurate. He expounded. A protection should be put in place if the house gets sold, demolished, etc. (so the City receives its money back).

A more general discussion took place.

Director Fontane asked what criteria would be a distinction to preserve; incentive to landmark a home.

Councilperson Blumberg said, based on City Council's position, the goal is to benefit the community. He noted there are 2 issues – incentivize landmarking and preventing teardowns.

Director Fontane said the focus is to encourage preservation – more landmarkings.

Commissioner Gonka doesn't understand persistent encouragement rather than discouragement.

Director Fontane reminded this came from City Council. Feedback is still welcome, and Staff will convey same. Recommendations can be made without all details.

- Local Property Tax Abatement
    - Director Fontane said the property tax rate is based on assessed values.

      Councilperson Blumberg said Staff doesn't make policy. The tax levy is whatever it is for Highland Park. He explained same.

    - Commissioner Weeder:
        - stated there are empty lots. Director Fontane concurred, and said the assessed value is less. Residential properties are desirable. He noted City Council will give direction from the HPC's recommendations.
        - would like to broaden this category to Contributing Structures.

      It was stated Highland Park has the public benefit of private preservation. There is no incentive for encouragement beyond education.

    - Commissioner Gonka said maintenance could be at a reduced rate.

Councilperson Blumberg reminded the goal is historic preservation. The HPC should recommend a program to incentivize the landmarking of a home – not set a dollar amount. The value to the community is vibrancy. The main goal is to recommend as many programs as possible.

Commissioner Gonka stated paying someone to landmark their house is the goal.

- Land Use Incentives
    - Commissioner Hartinger would like to see land use incentives expanded.

A general discussion continued.

Commissioner Portman would like to identify what homes would qualify for programs. Councilperson Blumberg reminded one has to qualify for a landmark (2 or more criteria). He noted a Regulated Structure is a landmark structure. During a teardown delay, programs could be told to the homeowner. He summarized that programs should be given by the HPC that City Council would implement.

Director Fontane said Grants would be for exterior features, so the community can benefit.

Senior Planner Coleman discussed restoring integrity.

Chairperson Pines suggested heightening awareness by offering a plaque program for landmarked homes.

Commissioner Gonka explained the process to landmark, go for a COA, then benefit from a grant.

Councilperson Blumberg recapped how to format the content; give City Council a lot to review.

Director Fontane discussed prioritizing:

- Grant Program link with Land Use
- Reduce Zoning Relief after a 365-Day Delay

Commissioner Weeder:

- asked, and Planner Markle said, when sending new resident letters, that resident could be informed he/she purchased a Contributing Structure, is in a landmark district, etc.
- said a big menu shows this is being taken seriously.

Commissioner Gonka would like to add Commissioner Weeder's suggestion – If something is demolished, there should be a plan to rebuild.

Councilperson Blumberg departed the meeting at 8:58 p.m.

2. Introduction to 2026 Historic Preservation Awards

Planner Markle advised the ceremony is slated to take place at the Willits House.

Director Fontane departed the meeting at 8:59 p.m.

Senior Planner Coleman noted there is a running list of homeowners doing projects/preserving homes.

BUSINESS FROM THE PUBLIC

There was no Business from the Public.

OTHER BUSINESS

1. Next Regular Meeting is Scheduled for January 8, 2026

It was noted the next regular HPC Meeting is scheduled for January 8, 2026.

STAFF REPORT

Planner Markle shared book recommendations. They noted multiple copies are available for viewing in Community Development or at the library. They will distribute the list to the HPC.

Planner Markle advised if there is a material or dimension change on windows, a COA is required.

Senior Planner Coleman asked that the HPC give Chairperson Pines a round of applause as he ends his appointment as Chair. Chairperson Pines said the HPC is devoted, and this has been a rewarding experience for him. Commissioner Weeder will be the new Chair in 2026.

ADJOURNMENT

Commissioner Gonka moved to adjourn at 9:11 p.m. Commissioner Hartinger seconded the motion.

On a voice vote

Voting Yea Chairperson Pines; Commissioners Gonka, Hartinger, Portman, & Weeder
Voting Nay: None

Staff declared that the motion passed unanimously.

Respectfully Submitted,

Gale Cerabona
Recorder

MINUTES OF NOVEMBER 13, 2025, WERE APPROVED WITHOUT CORRECTIONS.

MINUTES OF A REGULAR MEETING
HISTORIC PRESERVATION COMMISSION
OF THE CITY OF HIGHLAND PARK, ILLINOIS

MEETING DATE: Thursday, January 8, 2025

MEETING LOCATION: Council Chambers, City Hall, 1707 St. Johns Avenue, Highland Park, IL

CALL TO ORDER

At 6:32 p.m., Acting Chair Greenbaum called the meeting to order. This Commission meeting takes place on-site. Staff was asked to call the roll.

ROLL CALL

Commissioners Present: Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman

Commissioners Absent: Chairperson Weeder

Councilmember Present: Blumberg

Student Council Absent: Koslow

Staff declared that a quorum was present.

Staff Present: Coleman & Markle

Guests Present: Scott Simpson, Partner/Scott Simpson Design + Build
Cal Bernstein, Attorney/Samuels & Bernstein
Greg Moyer, Founder/Moyer Properties
Julia Jonas, Resident/Historian

Others Present: Gale Cerabona, Recorder

APPROVAL OF MINUTES

Regular Meeting of the Historic Preservation Commission – December 11, 2025

Commissioner Gonka moved to approve the regular meeting minutes of December 11, 2025. Commissioner Pines seconded the motion.

On a voice vote
Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman
Voting Nay: None

Staff declared that the motion passed unanimously.

SCHEDULED BUSINESS

DRAFT

1. Final Consideration of Landmark Designation Recommendation – 3135 Priscilla Avenue

Planner Markle offered a presentation:

- Landmark Designation Process
- Summary
    - H.W. Kadell House
    - built in 1941
    - architect is George Fred Keck of Keck and Keck
    - Contemporary style
- Existing Conditions were shown
- Previous Consideration
    - criteria 1, 4, 5, & 6
- Findings of Fact
    - integrity is met
- Additional Information
    - 30 Keck homes in Highland Park
    - 12 received a Significant rating
- Landmark Criteria were reviewed
    - passive solar, radiant heat
- Recommendation

Commissioner Gonka moved that the property at 3135 Priscilla Avenue satisfies Criteria #1, 4, 5, and 6 with sufficient integrity of design, and a recommendation that City Council adopts a Landmark Designation Ordinance. Commissioner Ehrlich seconded the motion.

On a roll call vote
Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman
Voting Nay: None

Staff declared that the motion passed unanimously.

2. Determination of Historic Significance – 1375 Sheridan Road

Planner Markle offered a presentation:

- Churchill House
- Significant Rating in Central East survey
- Colonial Revival style
- Built c. 1919
- Architect is Robert Seyfarth
- Property History was reviewed
- Architecture
    - alterations – roof replacement in 2022, possible rear addition
- Elevations were shown
- Landmark Criteria were illustrated
- Impact of Historic Findings
- Recommendation

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Petitioner, Scott Simpson, Partner at Scott Simpson Design + Build, said the integrity of the structure is a concern as well as making this code compliant (leaky basement, foundation made of terracotta tubes); would be a major project to bring this back.

Some HPC comments are…..

- Commissioner Hartinger asked if:
  - this is as close to original as possible. Planner Markle said much of the exterior material is original. Mr. Simpson shared that the interior/bathrooms have been altered. Kitchen is from the 1950s.
  - the windows are original. Mr. Simpson said he is unsure. He noted the windows or doors don't operate.
- Commissioner Ehrlich said it is a classic site for the house. The architect is famous.
- Commissioner Gonka believes Criteria #3 applies.
- Commissioner Portman believes Criteria 1, 3, 4, 5, and 6 apply. He explained the owner, James Hart, is the son of Max Hart of Hart Schaffner Marx. A labor dispute resulted in the first labor union in America. Planner Markle stated the obituary of the father, Max Hart, was distributed. They noted additional material is available.

Commissioner Gonka moved that this house meets Criteria #1, 3, 4, 5, 6, and has sufficient integrity and design. Commissioner Ehrlich seconded the motion.

On a roll call vote
Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, & Portman
Voting Nay: Commissioner Pines

Staff declared that the motion passed 5-1.

3. <u>Recommendation to the Plan and Design Commission/PDC Regarding a Planned Unit Development/PUD – 147 Central Avenue</u>

Planner Markle gave a presentation:

- Commission Consideration Required
- Review of Historic Record
- Summary
  - Field property
  - Significant rating in the Central East Survey from 2020
  - Gothic Revival/Italianate style
  - built c. 1875
  - architect is Highland Park Building Company
  - proposing to subdivide into two parcels
- Site Context
- Site Plan (Lot 1 & Lot 2)
- Prior PDC Consideration – January 6, 2026
  - removing driveway on Lot 2, creating driveway on Lot 1
- Photos were shown
  - 123+ square-foot setback from street

Staff asked if anyone from the public wishes to speak. The following came forward:

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- Kelsey Gonzalez stated she lives across the street and noted it is part of the National Historic District. Planner Markle said this is a local landmark. Ms. Gonzalez said this is not typical. This is the oldest house in Highland Park and lived in by the second Mayor. The estate is proposed to be destroyed to preserve the home. This should be highly considered. This house is on a tour route. She doesn't want a precedent set and hopes this is not delandmarked.

Senior Planner Coleman advised this case is not regarding delandmarking.

Commissioner Ehrlich disclosed that he lives within 400' of this house. He consulted Corporation Counsel and was advised he could participate in this matter.

Staff asked if anyone in the audience wishes to speak. The following came forward:

- Tom Corning:
  - asked if one lot would not be landmarked if these parcels are subdivided. Planner Markle said Lot 2 would not be landmarked any longer.
  - asked how many dwellings could be built. Senior Planner Coleman stated one, as it is a single-building lot.
  - appreciates the owner retaining the structures. He would like an Italianate structure to keep the historic character. Mr. Corning noted the driveway is problematic.
- Jim Fraerman stated he is a former Chair of the HPC and won awards for preservation. He advised the subdivision retains the historic structures on Lot 1. Lot 2 only has the gate that is historic. Mr. Fraerman has no objection. Regarding two driveways, that would impede onto a Heritage tree. Another tree is huge. The porte cochere is on the west side of the house. He hopes the view is not compromised for neighbors. Both parcels have significant restrictions (ravine, significant buffers).

  Commissioner Ehrlich said the fence along the front of the house is also historic. Mr. Fraerman stated he doesn't know the relative integrity of the Field House.

Some HPC comments are…..

- Commissioner Ehrlich has an issue with the second driveway, as it will compromise the slope. He noted the ravine is behind the house on a sloping angle; there may be more restrictions; There is a vacant house. The landmarking could be removed later; could destroy the value of the house. It's a unique National Historic area.

  Councilmember Blumberg said there are significant restrictions that are in no Commissions' purview. There is a Steep Slope Zone/SSZ. The structures are landmarked. He explained delandmarking. The HPC cannot consider what may be built on Lot 2. The matter before the HPC is a nonbinding recommendation to the PDC.

- Commissioner Gonka asked when this property was landmarked. Senior Planner Coleman said 1985.

  Councilmember Blumberg said there was a similar circumstance. He provided background on subdividing from the other case.

- Commissioner Ehrlich asked if the HPC should be considering anything regarding this being a National Historic District. He said the other case had a second street and alley access. Councilmember Blumberg expounded on that farm house. He noted, in the end, the lot was subdivided.

- Commissioner Portman asked if that was a Historic property or in a Historic District. Councilmember Blumberg stated it was a regulated structure. Planner Markle expound on 326 Central Avenue. They noted thorough documentation was found regarding the buildings of Lot 1 on this project.
- Acting Chair Greenbaum:
    - said it is a stately house. The property attached to it enhances it. If the subdivision is allowed, it will lose the charm.
    - asked if there are a lot of trees. Planner Markle said this has nothing to do with landmarked design.

Mr. Bernstein noted this is such a large lot, it triggered a PUD. The property at 326 Central Avenue did not go through this process. This is a unique situation. The COA should have come before the HPC to add a regulated fence. Planner Markle referenced a footnote and explained same. The fence and gate were added after the property was landmarked.

Commissioner Ehrlich advised the new fence was installed as a result of the bridge for safety reasons.

Mr. Bernstein shared what was landmarked. The Resolution approved that the house was landmarked in 1985. The house and other certain area/properties (Stupey Cabin) on the land were landmarked. Subsequent to 1985, two COAs were sought for a Coach House and a Guest House. He stated there is no evidence, since 1985, that the HPC or City Council extended landmarking to Lot 2. The house and landscape design at 405 Sheridan is landmarked.

More HPC comments are…..

- Commissioner Ehrlich said there are 3-4 structures on one side. When a house is landmarked, typically a lot is as well.

  Councilmember Blumberg stated, regarding the determination at Linden & Central Avenues, the landmark was specific to the structure. It only applies typically to the structure.

- Commissioner Gonka said some people come forward themselves to landmark a house (without an attorney). The repositioning of the driveway changes the curb appeal of the land. He wondered if a permit was issued for the fence. Senior Planner Coleman said it was part of the bridge repair, so a permit was issued.
- Commissioner Ehrlich said the other case may not have set a precedent for future matters.

  Mr. Bernstein noted this is in the R4 district which has strict zoning. He expounded on the overlay zone, etc. The two lots are almost 90,000 square feet; no lot is similar, so it won't create a precedent. They are complying, and this is consistent with the Master Plan. Mr. Bernstein stated a shared driveway is problematic. The site plan was illustrated, and the setback was discussed. He noted they considered having 3 lots on this property. The existing home has an $80,000 tax bill. This limits the home sale. Subdividing will create interest in marketing the home for sale; more attainable. They want to see it maintained.

- Commissioner Gonka said that would give a current concession to the owner.
- Commissioner Ehrlich said an argument could be made that the lot, as is, could be more saleable. Mr. Bernstein shared they are trying to make Highland Park better.

- Commissioner Portman commented the driveway is not the only thing that's important. He read the Ordinance in 1985 (4 houses, Stupey Cabin; subject properties). Mr. Bernstein reminded the PDC is seeking the HPC's advisory opinion. He noted code language in 1985 may have been used interchangeably.
- Acting Chair Greenbaum asked, and Planner Markle said the PDC should discuss the driveway.
- Commissioner Portman asked if the driveway could be shared. Mr. Bernstein said the existing driveway will serve Lot 1, and a new driveway will be built on Lot 2.

  Councilmember Blumberg remarked his function as a Liaison is to bring policy to the HPC.

- Commissioner Ehrlich believes they need to review the entire estate.

Mr. Greg Moyer, Founder with Moyer Properties, stated the owner doesn't live in the home. It's been on the market for a year. People love the property. It's not saleable. This is a reasonable way to market a house that is historic. One can barely see the other lot. It could sit there for another year.

Additional HPC comments are…..

- Commissioner Portman said this is a Historic Preservation Commission (created in 1985). When he walks east on Central Avenue, the house has unbelievable characteristics. What strikes him is the estate; preserving the entirety of the lot. He would vote no to subdivide based on the merits before the HPC.
- Commissioner Gonka said the entire property/PIN # was landmarked. Subdividing and moving the driveway changes that. The shape of the driveway and fence is historic.
- Commissioner Portman concurred and would like to preserve the property. He would like to see a shared driveway that splits off to both houses.
- Commissioner Pines is not bothered by the relocation of the driveway. If being more affordable makes it saleable, he is for it. An architectural effort needs to occur on the new house. He would like to see the lot line move further to the east.
- Commissioner Ehrlich thought initially the house would be too close to the lot line. He is unsure what would enhance this. It is more valuable as one large estate. A singular driveway is not as saleable. Commissioner Ehrlich is opposed to disturbing the driveway, etc. The other aspects need to be considered.
- Commissioner Hartinger believes there are good things and bad things on both sides.

Commissioner Gonka asked if a motion should be crafted that a subdivision would have a significant impact on the historic nature of the site. Mr. Bernstein read the Staff Report, and noted a Planning Report is the next step. Councilmember Blumberg asked that anyone who speaks gets recognized by the Chair. Senior Planner Coleman clarified what the motion should be.

Commissioner Gonka moved that the subdivision of the lot would significantly impact the historical significance of the property at 147 Central Avenue based on the historic fence, columns that make-up the gate, relocation of the new driveway and its impact of the curb appeal, and the growing density of the lot. Commissioner Ehrlich seconded the motion.

On a roll call vote

Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman

Voting Nay: None

Staff declared that the motion passed unanimously.

4. Preliminary Consideration of Partial Landmark Designation Removal – 147 Central Avenue

Planner Markle offered a brief presentation:

- Partial Landmark Removal of Lot 2
- Summary of Application
- Site Plan, Photos were shown (no structures; driveway/gate)
- Prior Designation
- Recommendation

Ms. Julia Jonas, Historian, noted she was a docent at this house in 2016. She provided history (pineapple on gate post, owner was a gentleman farmer, had two bedrooms, circular driveway so horses could go forward). This Field House and 4-acre property was placed on the Chicago Watch List. The property slopes down with a view of the ravine. The house may have been built in 1870.

Mr. Bernstein explained this should be considered as if the subdivision occurred. Historic features are located on Lot 1, not on Lot 2. Criteria wouldn't apply to Lot 2; vacant lot.

Some HPC comments are…..

- Commissioner Ehrlich said the HPC could wait until it is known if the lots will be subdivided; it's a hypothetical. Planner Markle said Staff was advised by Corporation Counsel that it is appropriate to discuss both issues together. Mr. Bernstein said they were directed by Staff & Corporation Counsel to bring this forth as the process.
- Acting Chair Greenbaum said, due to keeping the lot as one estate, this is not worth the discussion. Senior Planner Coleman said an Application was submitted and must be reviewed for Lot 2.

  Councilmember Blumberg said, procedurally, decisions could occur. He noted the options are to delandmark Lot 2, not to delandmark Lot 2, or if there is no motion at all, the matter would fail. Planner Markle said this action ends with the HPC (and does not go to City Council) if the Commission does not recommend landmark removal.

Staff asked if there is anyone in the audience who wishes to speak on this matter. The following came forward:

- Kelsey Gonzalez asked why there are two motions. She doesn't understand the logic. If it was deemed this should not be subdivided, how can delandmarking occur? Ms. Gonzalez noted the Lakefront landmark would be destroyed.

Commissioner Pines moved to continue this matter to the next HPC meeting. Commissioner Portman seconded the motion.

On a roll call vote

Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman

Voting Nay: None

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Staff declared that the motion passed unanimously. A report will be drafted and the HPC's recommendation would be submitted to the PDC. The potential delandmarking issue will be discussed at the next HPC meeting.

Commissioner Gonka shared this is a back-door attempt to get a lot subdivided. It is grossly unfair to put these issues together.

Acting Chair Greenbaum said making a decision on a hypothetical is a slippery slope; back-door approach. She is having a hard time wrapping her head around this.

Councilmember Blumberg advised Corporation Counsel could attend the next HPC meeting.

5. Resolution Recommending Ways to Encourage Historic Preservation

Planner Markle asked for feedback on the report. Commissioner Portman likes the memo and asked what next steps are. Planner Markle replied if City Council asks for actions, this will come back to the HPC for embellishments.

Commissioner Hartinger moved to adopt Resolution #2026-001. Commissioner Gonka seconded the motion.

On a roll call vote
Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman
Voting Nay: None

Staff declared that the motion passed unanimously.

DISCUSSION ITEMS

There were no Discussion Items.

BUSINESS FROM THE PUBLIC

There was no Business from the Public.

OTHER BUSINESS

1. Administrative Determination of Historic Significance – 1770 Heather Lane

Planner Markle advised there was a fire and demolition was requested.

2. Next Regular Meeting is Scheduled for February 12, 2026

It was noted the next regular HPC Meeting is scheduled for February 12, 2026.

STAFF REPORT

Planner Markle asked that the Organizational Disclosement Form be completed and submitted by January 16, 2026.

They noted a Code Amendment would be presented at the next HPC meeting due to an error.

ADJOURNMENT

Commissioner Pines moved to adjourn at 9:29 p.m. Commissioner Gonka seconded the motion.

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On a voice vote
Voting Yea Acting Chair Greenbaum; Commissioners Ehrlich, Gonka, Hartinger, Pines, & Portman
Voting Nay: None

Staff declared that the motion passed unanimously.

Respectfully Submitted,

Gale Cerabona
Recorder

MINUTES OF A REGULAR MEETING ON DECEMBER 11, 2025, WERE APPROVED WITHOUT CORRECTIONS.

DRAFT

City of Highland Park

Ordinance No. _____

An Ordinance Designating the Property at
3135 Priscilla Avenue a Local Landmark

WHEREAS, Donna and Jordon Varichak (collectively, the ***"Owner"***) are the record title owners of that certain real property commonly known 3135 Priscilla Avenue, Highland Park, Illinois, and legally described in **Exhibit A** attached to, and by this reference made a part of, this Ordinance (***"Property"***); and

WHEREAS, the Property is improved with a Contemporary-style single-family residential structure designed by notable architect George Fred Keck; and

WHEREAS, on September 27, 2025, pursuant to Section 24.025(A) of "The Highland Park Code of 1968," as amended (***"City Code"***), the Owner submitted a written nomination to the Chair of the Historic Preservation Commission of the City (***"Commission"***) to designate the Property as a landmark; and

WHEREAS, pursuant to Section 24.025(B)(1) of the City Code, a public meeting of the Commission to consider preliminary landmark designation of the Property was held on December 11, 2025, notice of which meeting was delivered to the Owner on November 12, 2025; and

WHEREAS, on December 11, 2025, the Commission adopted Resolution No. R001-2025, recommending preliminary landmark designation of the Property pursuant to Section 24.025(B)(2) of the City Code; and

WHEREAS, on January 8, 2026, the Commission accepted the planning report prepared by the City Director of Community Development, pursuant to Section 24.025(C) of the City Code; and

WHEREAS, on January 8, 2026, the Commission voted to recommend approval of the proposed landmark designation of the Property, in accordance with Section 24.025(D) of the City Code; and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City and its residents to designate the Property as a landmark;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as findings of the City Council.

SECTION TWO: FINDINGS. The City Council, having reviewed the findings, recommendations, and official record of the Commission, hereby finds as follows:

A. The Property has sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation, thereby satisfying the

criterion for landmark designation set forth in Section 24.025(F)(2)(a) of the City Code;

B. The Property demonstrates character, interest and value as part of the development, heritage, and cultural characteristics of the City, thereby satisfying the criterion for landmark designation set forth in Section 24.015(1) of the City Code; and

C. The Property embodies distinguishing characteristics of an architectural style valuable for the study of a specific method of construction, thereby satisfying the criterion for landmark designation set forth in Section 24.015(4) of the City Code; and

D. The Property is identifiable as the work of a notable architect whose individual work has influenced the City, state and country, thereby satisfying the criterion for landmark designation set forth in Section 24.015(5) of the City Code;

E. The Property embodies elements of design that renders it architecturally significant, thereby satisfying the criterion for landmark designation set forth in Section 24.015(6) of the City Code.

SECTION THREE: LANDMARK DESIGNATION. In accordance with, and pursuant to, Section 24.025(F)(2) of the City Code, the City Council hereby designates the Property as a landmark.

SECTION FOUR: RECORDATION; BINDING EFFECT. The City Clerk is hereby directed to record a copy of this Ordinance with the Recording Division of the Lake County Clerk's Office. This Ordinance and the privileges, obligations, and provisions contained herein inure solely to the benefit of, and be binding upon, the Owner and each of their heirs, representatives, successors, and assigns.

SECTION FIVE: PUBLICATION. The City Clerk is hereby directed to publish this Ordinance in pamphlet form pursuant to the Statutes of the State of Illinois.

SECTION SIX: EFFECTIVE DATE. This Ordinance will be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

PUBLISHED IN PAMPHLET FORM:

ORDINANCE NO.

_____

Nancy R. Rotering, Mayor

ATTEST:

_____

Ghida Neukirch, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 5 AND LOT 6 (EXCEPT THE SOUTH HALF THEREOF) IN BLOCK 2 OF THE HIGHLAND PARK WOODLANDS, A SUBDIVISION OF THE EAST HALF OF THE NORTH WEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE 3RD P.M., (EXCEPT THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF THE NORTH WEST QUARTER OF SAID SECTION 15), ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 22, 1935, AS DOCUMENT 414033, IN LAKE COUNTY, ILLINOIS.

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Karl Burhop, Senior Planner

Department: Community Development Department

Title: An Ordinance Rezoning Property from the I Light Industrial District to the RM1 Medium-To-High Density Residential District and the R7 Single- and Two-Family Residential District (1660 and 1700 Old Deerfield Road)

Recommendation:
This report concerns only the request for a Zoning Map Amendment for 1660-1700 Old Deerfield Rd. (the "***Property***"), the matter highlighted in the recommendation section below.

Policy Consideration:
Recommendation.
Staff recommend approval of the Zoning Map Amendment and the following other request:

1. An Ordinance adopting a zoning map amendment to rezone the property in part to RM1 and in part to R7, while leaving a portion of I zoning strip.
2. A Resolution granting a plat of re-subdivision.
3. An Ordinance adopting a Special Use Permit in the nature of a Final Planned Development and a Special Use Permit for a Conditional Use for the Off-Street Parking Lot, Freestanding.
4. A Resolution authorizing the execution of a Development Agreement.
5. An Ordinance approving a plat of dedication.

All four of these items should be taken up concurrently.

Council Consideration & Required Vote.
As part of the Preliminary Planned Development consideration, the City Council acknowledged the request for Zoning Map Amendment that underlies the proposed development. **Attachment 1** provides a depiction of the proposed rezoning. The City received a written protests to the proposed Zoning Map Amendment (see **Attachment 2**). Upon review of the written protest petitions, the staff determined that an affirmative vote of 2/3rd (five members) of the Council is required[1] to formally approve the Zoning Map Amendment (see **Attachment 3**).

Zoning Map Amendment.

The Applicant requests a Zoning Map amendment to rezone the 28.6 acre area Property that has been zoned I Light Industrial (previously I Industrial) since 1947[2]. The applicant requests to rezone the property into the following three parts:

1. 19.27 acres from the I District to RM1 Medium-To-High Density Residential District ("***RM1 District***").
    - To be used as the development area for the townhome units and clubhouse.
2. 9.12 acres from the I District to R7 Single- and Two-Family Residential District ("***R7 District***").
    - To be a conservation / buffer area along the west and south periphery of the property across the street (Ridge) from or abutting (to the south) single-family residential uses.
3. 0.22 acres to remain I – Light Industrial along commercial properties.
    - Minimizes the regulatory impact on the properties to the north.

Analysis.

The Applicant proposes to rezone a part of the property to the lowest density multi-family Zoning District (RM1), and seeks a density in that portion of the property of 11.8 units per acre, which is less than the maximum allowed for RM1 Districts (15 per ac.). Importantly, the overall density of the property as a whole (the entire 28.6 acres) is 7.9 units per acre given that the entirety of the open space proposed does not include any dwelling units.

Overall, the proposed rezoning to RM1 and R7 represents a significant down-zoning from the rights provided by the property's current I - Light Industrial zoning designation, but provides the right to develop residential uses, which are not allowed in Light Industrial Districts. The Applicant proposed an RM1 District to achieve the 227 units proposed, which is thought to be greater than what would be allowed if the entire 28.6 ac. property were zoned R7. Regardless, given concerns about the open space and density, the ordinance for the Planned Development requires a conservation easement for 10.96 ac., and limits use of the property to 227 Single-Family Attached (Townhouse) units and related accessory structures, all of which further limits what would otherwise be allowed in the RM1 Zoning Districts. Moreover, the City maintains its existing 100' covenant along Ridge Rd.[3]

The properties to the north are currently and historically zoned Industrial. The property to the northwest (the Police Dept.) was historically zoned Industrial and is now a Public Activity Zoning District. Property to the south and southwest are in the R6, a single-family Zoning District, and are single-family neighborhoods. There is also R5 across Ridge Rd. at the southwest point. To the east is railroad and I zoning, along with I zoning across the railroad.

Zoning Districts are like steps on a regulatory ladder, conferring rights upon a property. As one goes up ("up-zoning") or down ("down-zoning") the ladder of Zoning District rights will be generally greater or less, with exceptions. Each step up or down changes property rights in terms of uses allowed, intensity, and other land use controls. In general, fewer steps on the Zoning

District ladder represents less change and a more homogeneous development pattern.

The R7 portion of this request represents a regulatory buffer between the existing R6 neighborhood and the more intense RM1 proposed, and the significantly more intense existing I District, which as proposed would abut the RM1. Importantly, the R6 zoned neighborhood to the west and south would no longer abut an I-District like it does today. The proposal allows for a gradual change in zoning from the abutting R6 neighborhood to the west and south then currently exists – as RM1 is one-step up from R7, which is one step up from R6.

[1] Per Sec. 150.1507(A)(1), "In case of a written protest against any proposed amendment, signed and acknowledged by the owners of 20 percent of the frontage proposed to be altered, or by the owners of 20 percent of the frontage immediately adjacent or across an alley therefrom, or by the owners of 20 percent of the frontage directly opposite the frontage proposed to be altered, is filed with the City Clerk, the proposed amendment shall not be passed except by a favorable vote of two-thirds (⅔) of all the members of the City Council then holding office."

[2] Staff is referring to a zoning map on file with the Planning Div. with latest date of March 4, 1947.

[3] With exceptions to allow for a tot lot, walking path, exterior lighting, fencing, the access on Old Deerfield Rd., and the potential future emergency access.

Core Priorities:

Economic Development

This is a land use application and as such will create permanent or temporary jobs, increase tax revenue, and provide additional customers for local businesses.

Environmental Sustainability

The development includes 12.9 acres of open space, of which 10.96 acres will be subject to a conservation easement.

Vibrancy

This project returns long vacant land to productive use.

Attachments:

1. Rezoning Ordinance
2. Rezoning Ord. - Exhibit A - Legal Description of the Property
3. Rezoning Ord. - Exhibit B - Rezoning Map
4. Rezoning Report - Attachment 1 - Proposed Rezoning Map
5. Rezoning Report - Attachment 2 - Signed Petitions
6. Rezoning Report - Attachment 3 - Staff Analysis

City of Highland Park

Ordinance No. _____

An Ordinance Rezoning Property from the I Light Industrial District to the RM1 Medium-To-High Density Residential District and the R7 Single- and Two-Family Residential District
(1660 and 1700 Old Deerfield Road)

WHEREAS, the Habitat Company LLC (***"Developer"***) is the contract purchaser of that certain parcel of real property consisting of approximately 28.61 acres, located in the I Light Industrial District of the City (***"I District"***), commonly known as 1660 and 1700 Old Deerfield Road, Highland Park, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("***Property***");

WHEREAS, the Property is currently owned by Red Cup Land Company, LLC ("***Owner***"); and

WHEREAS, the Property is vacant and unimproved; and

WHEREAS, the Developer intends to acquire the fee simple title to the Property and to develop 48 townhouse-style residential structures, containing a total of 227 residential units, along with a clubhouse with a resort style pool and outdoor garden, two tot lots, two dog parks, a maintenance building, off-street parking facilities and additional accessory residential amenities and improvements on the Property, and certain public benefits (collectively, the "***Proposed Development***"); and

WHEREAS, the existing zoning regulations of the I District prohibit the Proposed Development; and

WHEREAS, pursuant to Article XV of the "City of Highland Park Zoning Ordinance of 1997," as amended (***"Zoning Code"***), the Developer, with the consent of Owner, has filed an application with the City for approval of an amendment to the zoning designations of the Property, as follows:

(1) 19.27 acres of the Property from the I District to the RM1 Medium-To-High Density Residential District of the City ("***RM1 District***"); and

(2) 9.12 acres of the Property from the I District to the R7 Single- and Two-Family Residential District of the City ("***R7 District***")

with 0.22 acres of the Property remaining in the I District (***"Proposed Rezoning"***), all as depicted in the rezoning map attached to and, by this reference, made a part of this Resolution as **Exhibit B**; and

WHEREAS, a public hearing of the Plan and Design Commission of the City of Highland Park (*"**PDC**"*) to consider an amendment of the Zoning Ordinance District Map of the City ("***Zoning Map***") in accordance with the Proposed Rezoning was duly advertised in the *Lake County News Sun* on March 17, 2025, and held on April 1, May 20, June 24, July 29, and August 26, 2025, and concluded on September 9, 2025; and

WHEREAS, on September 9, 2025, the PDC adopted Findings of Fact, Public Hearing No. 2025-00041, recommending that the City Council approve the Proposed Rezoning; and

WHEREAS, the City Council has determined that the Proposed Rezoning complies with the required standards for amendments as set forth in Article XV of Zoning Code; and

WHEREAS, consistent with the PDC recommendation, the City Council has determined that it will serve and be in the best interests of the City and its residents to approve the Proposed Rezoning for the Property, in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the City Council.

SECTION TWO: ZONING MAP AMENDMENT. In accordance with, and pursuant to, Section 150.1507 of the Zoning Code and the home rule powers of the City, the Zoning Map is hereby amended to rezone: (i) 19.26 acres of the Property from the I District to the RM1 District, and (ii) 9.11 acres of the Property from the I District to the R7 District, as set forth in Exhibit A to this Ordinance.

SECTION THREE: EFFECTIVE DATE.

A. This Ordinance will be in full force and effect only upon the occurrence of all of the following events:

1. Passage by a two-thirds majority vote of the City Council;

2. Publication in pamphlet form in the manner required by law;

3. Receipt by the City Clerk of evidence, in the form of a written title report issued by an Illinois title insurance company, that fee simple title to all of the Property has been conveyed to the Developer; and

4. Execution by the Developer of a development agreement prepared by City's Corporation Counsel and contemplated in connection with the companion relief requested by the Developer for the Proposed Development ("***Development Agreement***"), and delivery to the City of the executed Development Agreement, within 90 days after the passage of this Ordinance.

B. In the event that the Developer does not deliver fully executed copies of the Development Agreement within 90 days after the date of final passage of this Ordinance by the City Council, as required by Section 3.A.5 of this Ordinance, the City Council has the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

NAYS:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

Nancy R. Rotering, Mayor

ATTEST:

Ghida S. Neukirch, City Clerk

EXHIBIT A

Legal Description of the Property

Parcel 1:

Lots 10 Through 13, Both Inclusive, In Deer-Ridge Industrial Subdivision, Being Part Of Section 27, Township 43 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded November 27, 1968 As Document No. 1402659, In Lake County, Illinois.

Parcel 2:

Lots 2 And 3 In Cherry's Resubdivision, Being Part Of Section 27, Township 43 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded January 29, 1971 As Document No. 1489161, In Lake County, Illinois.

PINs: 1627302009; 1627302008; 1627401003; 1627401002; 1627401001; 1627122001; 1627302007; 1627302006; and 1627302005

EXHIBIT B

Rezoning Map



Proposed Zoning
HIGHLAND PARK TOWNHOMES
Highland Park, IL

BSB DESIGN
BSBDESIGN.COM

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2026 BSB Design, Inc.

Date: February 5, 2026

REVISED FEBRUARY 5, 2026
Revised September 16, 2025
Revised June 02, 2025
Revised: May 14, 2025
Revised: March 26, 2025

PROPERTY DESCRIPTION ZONING PARCEL R-7:

THAT PORT OF LOTS 10, 12 AND 13 IN DEER-RIDGE INDUSTRIAL SUBDIVISION, BEING PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 1968 AS DOCUMENT NO. 1402659, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY MOST CORNER OF SAID LOT 13; THENCE NORTH 25 DEGREES 47 MINUTES 59 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 13 A DISTANCE OF 92.32 FEET; THENCE SOUTH 39 501.4DEGREES 00 MINUTES 54 SECONDS EAST, 238.25 FEET; THENCE NORTH 51 DEGREES 11 MINUTES 44 SECONDS EAST, 39.41 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 06 SECONDS EAST, 189.24 FEET; THENCE SOUTH 38 DEGREES 45 MINUTES 23 SECONDS EAST 33.41 FEET; THENCE SOUTH 28 DEGREES 54 MINUTES 18 SECONDS WEST 41.46 FEET; THENCE SOUTH 38 DEGREES 44 MINUTES 53 SECONDS EAST 501.45 FEET; THENCE NORTH 51 DEGREES 15 MINUTES 07 SECONDS EAST 26.00 FEET; THENCE SOUTH 38 DEGREES 44 MINUTES 53 SECONDS EAST 325.50 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 42 SECONDS EAST, 314.70 FEET; THENCE NORTH 59 DEGREES 41 MINUTES 17 SECONDS EAST, 224.22 FEET TO A EASTERLY LINE OF SAID LOT 10; THENCE SOUTH 26 DEGREES 07 MINUTES 28 SECONDS EAST, 342.81 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 12; THENCE SOUTH 89 DEGREES 59 MINUTES 51 SECONDS WEST, 625.06 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 14 SECONDS EAST, 24.75 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 18 SECONDS WEST, 211.79 FEET; THENCE NORTH 39 DEGREES 24 MINUTES 07 SECONDS WEST, 1215.28 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PROPERTY DESCRIPTION ZONING PARCEL RM-1:
LOTS 10 THROUGH 13, BOTH INCLUSIVE, IN DEER-RIDGE INDUSTRIAL SUBDIVISION, BEING PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 1968 AS DOCUMENT NO. 1402659, TOGETHER WITH LOTS 2 AND 3 IN CHERRY'S RESUBDIVISION, BEING PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1971 AS DOCUMENT NO. 1489161, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF SAID LOT 13; THENCE NORTH 25 DEGREES 47 MINUTES 59 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 13 A DISTANCE OF 92.32 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 25 DEGREES 47 MINUTES 59 SECONDS EAST ALONG LAST DESCRIBED LINE, 199.32 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 09 SECONDS EAST, 429.74 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 51 SECONDS WEST, 65.06 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 09 SECONDS EAST, 95.07 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 51 SECONDS EAST, 65.06 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 09 SECONDS EAST, 305.89 FEET; THENCE NORTH 26 DEGREES 07 MINUTES 28 SECONDS WEST, 951.40 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF OLD DEERFIELD ROAD; THENCE NORTH 25 DEGREES 47 MINUTES 59 SECONDS EAST, 57.17 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 10; THENCE SOUTH 26 DEGREES 07 MINUTES 28 SECONDS EAST, 2029.27 FEET; THENCE SOUTH 59 DEGREES 41 MINUTES 17 SECONDS WEST, 224.22 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 42 SECONDS WEST, 314.70 FEET; THENCE NORTH 38 DEGREES 44 MINUTES 53 SECONDS WEST, 325.50 FEET; THENCE SOUTH 51 DEGREES 15 MINUTES 07 SECONDS WEST 26.00 FEET; THENCE NORTH 38 DEGREES 44 MINUTES 53 SECONDS WEST 501.45 FEET; THENCE NORTH 28 DEGREES 54 MINUTES 18 SECONDS EAST, 41.46 FEET; THENCE NORTH 38 DEGREES 45 MINUTES 23 SECONDS WEST 33.41 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 06 SECONDS WEST 189.24 FEET; THENCE SOUTH 51 DEGREES 11 MINUTES 44 SECONDS WEST 39.41 FEET; THENCE NORTH 39 DEGREES 00 MINUTES 54 SECONDS WEST, 238.25 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PROPERTY DESCRIPTION ZONING PARCEL I (LIGHT INDUSTRIAL):

LOTS 10 AND 11 IN DEER-RIDGE INDUSTRIAL SUBDIVISION, BEING PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 1968 AS DOCUMENT NO. 1402659, TOGETHER WITH LOTS 2 AND 3 IN CHERRY'S RESUBDIVISION, BEING PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1971 AS DOCUMENT NO. 1489161, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 50 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, 432.34 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 51 SECONDS WEST, 65.06 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 09 SECONDS EAST, 85.07 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 51 SECONDS EAST, 65.06 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 89 DEGREES 50 MINUTES 09 SECONDS EAST ALONG SAID NORTH LINE, 302.84 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 10; THENCE NORTH 26 DEGREES 07 MINUTES 28 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE, 939.43 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF OLD DEERFIELD ROAD; THENCE NORTH 25 DEGREES 47 MINUTES 59 SECONDS EAST ALONG SAID SOUTHEASTERLY LINE, 6.35 FEET TO A POINT ON A LINE THAT IS 5 FEET NORTHEASTERLY OF AN PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 10; THENCE SOUTH 26 DEGREES 07 MINUTES 28 SECONDS EAST ALONG SAID PARALLEL LINE, 951.40 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 09 SECONDS WEST, 305.89 FEET; THENCE SOUTH 00 DEGREES

09 MINUTES 51 SECONDS WEST, 65.06 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 09 SECONDS WEST, 95.07 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 51 SECONDS WEST, 65.06 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 09 SECONDS WEST, 429.74 FEET TO A POINT ON A NORTHWESTERLY LINE OF SAID LOT 11; THENCE NORTH 25 DEGREES 47 MINUTES 59 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE, 5.55 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.



Proposed Zoning
HIGHLAND PARK TOWNHOMES
Highland Park, IL

BSB DESIGN
BSBDESIGN.COM

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2026 BSB Design, Inc.

Date: February 5, 2026

Petition to Highland Park City Council from property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development

WHEREAS, the developer, the Habitat Company ("Habitat") is proposing to develop townhomes, and

WHEREAS, the City of Highland Park's existing zoning code category R7 specifically accommodates townhomes as a permitted use, and

WHEREAS, we the property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development support townhome development at this site, but only if Habitat makes "reasonable accommodations" (defined below) to limit the impact on the community resulting from the variances that it has requested regarding density, height, and fencing, and

WHEREAS, the City of Highland Park's existing zoning code category R7 includes specific parameters for density, height, and fencing, and

WHEREAS, Habitat has applied for split-zoning of the subject property into RM1 and R7 for the primary purpose of building a greater density than that which is permitted by the zoning code category R7, and

WHEREAS, in addition to a density that is greater than that which is permitted by the zoning code category R7, Habitat has also applied for zoning relief regarding height and fencing which are significant variations from that which is permitted by the zoning code category R7, and

WHEREAS, we the property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development, feel that the definition of "reasonable accommodations" can and should include:

(i) a density limit of no more than 200 units, which is still 12.5% more than that permitted by the zoning code category R7,

(ii) an agreement to prohibit left turns in and/or out of the entrance across the street from the police station during the peak morning and evening hours,

(iii) removal of the fence, which makes the development feel like an enclave, which is specifically discouraged in the zoning code,

(iv) grant approval for the requested relief regarding height

(v) eliminate the proposed crossing at Devonsbire -- despite the fact that Habitat has indicated it was requested by the Park District – because the property owners who live near that corner feel it is a dangerous place for a crossing due to the fact that it is located immediately after a sharp curve in the road.

NOW, THEREFORE, we the property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development, do hereby request that the City of Highland Park City Council, approve Habitat's rezoning and P.U.D. (Planned Unit Development) application with the condition that Habitat agrees to make the "reasonable accommodations" as defined above.

Signature: _____

Name (print): WILLIAM JARRETT

Address: 1028 RIDGE RD

Email: _____

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Signature: _____

Name (print): Joana Abril

Address: 1046 Ridge Rd

Email: _____

Petition to Highland Park City Council from property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development

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Signature: Daniel M. Wodis

Name (print): Daniel M. Wodis

Address: 1616 Grove Ave. Highland Park, IL 60035

Email: [redacted]

Petition to Highland Park City Council from property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development

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Signature: _____

Name (print): Kathy Sullivan

Address: 1636 Old Deerfield & 1760 Old Deerfield Rd.

Email: [redacted]

Petition to Highland Park City Council from property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development

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Signature: Boguslaw Radziak

Name (print): BOGUSLAW RADZIAK

Address: 1640 GROVE AVE HIGHLAND PARK, IL

Email: [redacted]

Petition to Highland Park City Council from property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development

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Signature: _____

Name (print): IRA SCHLUSSEL

Address: 1632 Grove Ave. HP 60035

Email: [redacted]

Petition to Highland Park City Council from property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development

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Signature: William R Dixon

Name (print): William R DIXON

Address: 1649 Grove AVE

Email: [redacted]

9/24/25

Petition to Highland Park City Council from property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development

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Signature: Jenny Novikov

Name (print): Johnny Tristano & Eugene Novikov

Address: 1621 Grove Ave, Highland Park, IL 60035

Email: [redacted]

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(iii) removal of the fence, which makes the development feel like an enclave, which is specifically discouraged in the zoning code,

(iv) grant approval for the requested relief regarding height

(v) eliminate the proposed crossing at Devonshire -- despite the fact that Habitat has indicated it was requested by the Park District – because the property owners who live near that corner feel it is a dangerous place for a crossing due to the fact that it is located immediately after a sharp curve in the road.

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Signature: Julie Yurov

Name (print): Julie Yurov

Address: 1669 Grove Ave, Highland Park, IL 60035

Email: [redacted]

Petition to Highland Park City Council from property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development

WHEREAS, the developer, the Habitat Company ("Habitat") is proposing to develop townhomes, and

WHEREAS, the City of Highland Park's existing zoning code category R7 specifically accommodates townhomes as a permitted use, and

WHEREAS, we the property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development support townhome development at this site, but only if Habitat makes "reasonable accommodations" (defined below) to limit the impact on the community resulting from the variances that it has requested regarding density, height, and fencing, and

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Signature: Jenny Nikolov

Name (print): Jenny Tristano & Eugene Nikolov

Address: 1621 Grove Ave Highland Park IL 60035

Email: [redacted]

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Signature: _____

Name (print): TRENT W. SPARROW

Address: 1517 GROVE AVE HP 60035

Email: [redacted]

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Signature: _____

Name (print): Jason P. Bober

Address: 1637 Grove Ave

Email: [redacted]

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(iii) ~~removal of the fence, which makes the development feel like an enclave, which is specifically discouraged in the zoning code,~~ Partial fence for properties that back up to site

(iv) grant approval for the requested relief regarding height

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Signature: Cooper

Name (print): Isabell Cooper

Address: 1619 Grove Ave

Email: [redacted]

I appreciate the considerations that have happened so far. I hope the city, our neighborhood and the developer will continue to work together for our common good.

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Signature: [signature]

Name (print): Ellen W Levy

Address: 1607 Grove Ave [redacted]

I have 2 main concerns: *1. DRAINAGE: This area has had a problem with drainage and flooding. I DON'T WANT HABITAT'S DRAINAGE SYSTEM TO BE MY BACKYARD! 2. There needs to be a master plan for traffic taking into account what might happen to the Toy R'US buildings. We need another access to Deerfield Road.

I have no objection to the rental properties, We can't all live in mansions. We need to have a really good supply of "starter" and mid-priced homes. We need to keep the community diverse,

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Signature: Jennifer Doepke
Name (print): Jennifer Doepke
Address: 1032 Ridge Rd HP
Email: [redacted]

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Signature: Amanda Tejada

Name (print): _____

Address: 1024 Ridge rd Highland Park

Email: _____

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Signature: _____

Name (print): VIC PIGHETTI

Address: 1018 RIDGE RD

Email: _____

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Signature: Nyronia Clark

Name (print): Nyronia Clark

Address: 1036 Ridge HP, IL

Email: [redacted]

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Signature: Paul V Rafac

Name (print): Paul Rafac

Address: 1050 Ridge Road

Email: [redacted]

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Signature: NANCY ORSINI

Name (print): Nancy Orsini

Address: 1056 Ridge Rd

Email: _____

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Signature: _____

Name (print): Jacob Prizer

Address: 1038 Ridge Rd

Email: _____

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WHEREAS, we the property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development support townhome development at this site, but only if Habitat makes "reasonable accommodations" **(defined below)** to limit the impact on the community resulting from the variances that it has requested regarding density, height, and fencing, and

WHEREAS, the City of Highland Park's existing zoning code category R7 includes specific parameters for density, height, and fencing, and

WHEREAS, Habitat has applied for split-zoning of the subject property into RM1 and R7 for the primary purpose of building a greater density than that which is permitted by the zoning code category R7, and

WHEREAS, in addition to a density that is greater than that which is permitted by the zoning code category R7, Habitat has also applied for zoning relief regarding height and fencing which are significant variations from that which is permitted by the zoning code category R7, and

WHEREAS, we the property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development, feel that the definition of "reasonable accommodations" can and should include:

(i) a density limit of no more than 200 units, which is still 12.5% more than that permitted by the zoning code category R7,
(ii) an agreement to prohibit left turns in and/or out of the entrance across the street from the police station during the peak morning and evening hours,
(iii) removal of the fence, which makes the development feel like an enclave, which is specifically discouraged in the zoning code,
(iv) grant approval for the requested relief regarding height
(v) eliminate the proposed crossing at Devonshire -- despite the fact that Habitat has indicated it was requested by the Park District – because the property owners who live near that corner feel it is a dangerous place for a crossing due to the fact that it is located immediately after a sharp curve in the road.

NOW, THEREFORE, we the property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development, do hereby request that the City of Highland Park City Council, approve Habitat's rezoning and P.U.D. (Planned Unit Development) application with the condition that Habitat agrees to make the "reasonable accommodations" as defined above.

Signature: M. Mordini

Name (print): M. MORDINI

Address: 1040 RIDGE.

Email: _____

Petition to Highland Park City Council from property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development

WHEREAS, the developer, the Habitat Company ("Habitat") is proposing to develop townhomes, and

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Signature: Lesley Wallerstein

Name (print): Lesley Wallerstein

Address: 1620 Grove Avenue

Email:

Petition to Highland Park City Council from property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development

WHEREAS, the developer, the Habitat Company ("Habitat") is proposing to develop townhomes, and

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WHEREAS, we the property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development, feel that the definition of "reasonable accommodations" can and should include:

(i) a density limit of no more than ~~200~~ 100 units, which is still 12.5% more than that permitted by the zoning code category R7,

(ii) an agreement to prohibit left turns in and/or out of the entrance across the street from the police station during the peak morning and evening hours,

(iii) removal of the fence, which makes the development feel like an enclave, which is specifically discouraged in the zoning code,

(iv) grant approval for the requested relief regarding height

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Signature: C. Wallerstein

Name (print): CRAIG WALLERSTEIN

Address: 1620 Grove Avenue Highland Park IL 60035

Email:

Addendum: must follow Chapter 95 Nuisance of Article 2 General sec 95.001 especially 95.001 (O) 1) Reserve, commercial activity 3) excessive noise

Petition to Highland Park City Council from property owners with frontage immediately adjacent to or across from the former Solo Cup site proposed development

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See below:

Signature: Nancy A. Schelhas

Name (print): Nancy A. Schelhas

Address: 1628 Grove Avenue

Email: [redacted]

NO private equity involvement!

(i) still too dense. I don't approve. No zoning relief!
(ii) Approve
(iii) Approve
(iv) Buildings are too high. I don't approve.
(v) Approve. Crossing is way too dangerous.

Attachment – Written Protest Petition Analysis

Neighborhood Petition.
Residents submitted a total of 24 petitions, representing 24 properties. Of those 24 petitions, 10 qualify for use in the calculation to determine whether a 2/3rds vote is required to approve the Zoning Map Amendment per Sec. 150.1507(A)(1).

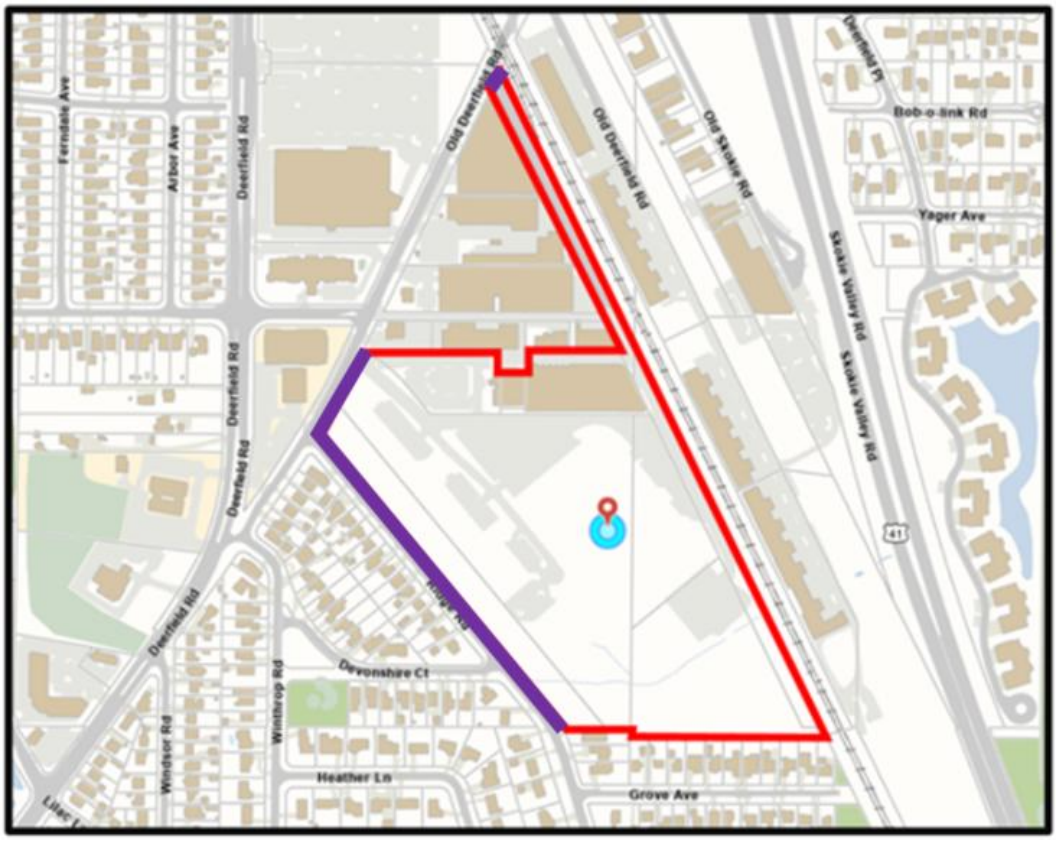
Required Vote by the City Council Related to Rezoning.

- Per Sec. 150.1507(A)(1), "In case of a written protest against any proposed amendment, signed and acknowledged by the owners of 20 percent of the frontage proposed to be altered, or by the owners of 20 percent of the frontage immediately adjacent or across an alley therefrom, or by the owners of 20 percent of the frontage directly opposite the frontage proposed to be altered, is filed with the City Clerk, the proposed amendment shall not be passed except by a favorable vote of two-thirds (⅔) of all the members of the City Council then holding office."

- Per Sec. 150.202, "*Frontage:* All the real property adjacent to a street or alley on a given block."

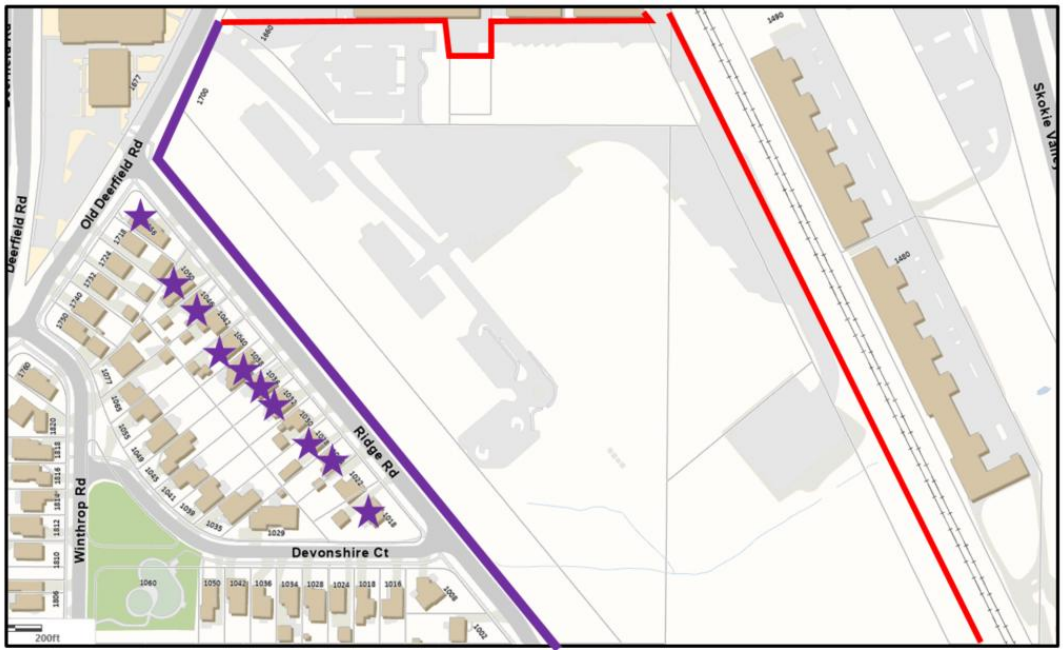
Calculation of Petition Frontage per Sec. 150.1507.

- The *Frontage* of the Property being rezoned is 1,576 total feet (the property line perimeter in purple font in the below graphic). 20% of that total is 315.2 feet.

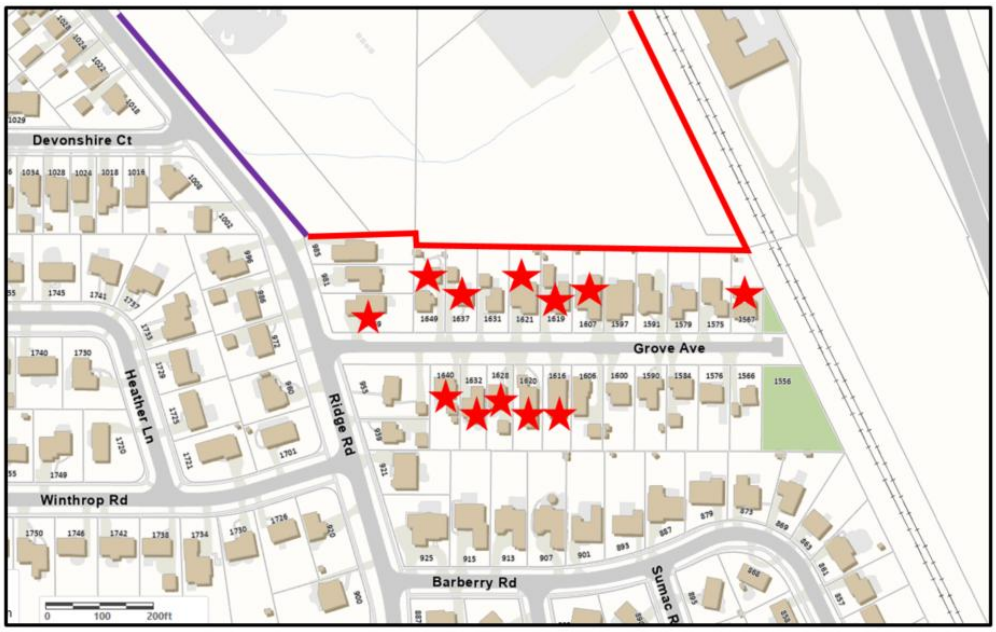


- Of the 24 petitions received, 10 qualify as having *Frontage* that is proposed to be altered for total of *Frontage* of 723.7 total feet, or 45.9 percent of the altered *Frontage*. Therefore, a 2/3rds vote of the City Council (five members) is required to approve the rezoning request.

- Disposition of Petitions by Address:
    - The 10 petitions associated with the following properties qualify for inclusion in the calculation: 1018, 1024, 1028, 1032, 1036, 1038, 1040, 1046, 1050, and 1056 Ridge Rd. See the map below – purple stars represents these ten properties.



    - 14 petitions do not qualify as having *frontage* being altered: 1636 Old Deerfield Rd.; 1760 Old Deerfield Rd.; and 1616, 1620, 1628, 1632, 1640, 1669, 1567, 1607, 1619, 1621, 1637, and 1649 Grove Ave. See map below; red stars represent these properties. Map below does not show 1636 Old Deerfield Rd. (Bluegrass) property to the north of the Subject Property, and 1760 Old Deerfield Rd. an address that does not exist.



Staff Report

Meeting Date: February 9, 2026

Staff Contact: Karl Burhop, Senior Planner

Department: Community Development Department

Title: A Resolution Approving a Final Plat of Re-Subdivision (1660 and 1700 Old Deerfield Road)

Recommendation:
Staff recommend adoption of the Resolution approving the Final Plat, with subdivision variations and waivers. Refer to the staff report for the Planned Development for analysis and core priority review.

Policy Consideration:

Core Priorities:
Economic Development & Vibrancy
This development will create temporary jobs, support permanent jobs, increase tax revenue, and provide additional customers for local businesses.

Environmental Sustainability
The development includes 12.9 acres of open space, of which 10.96 acres will be subject to a conservation easement on the plat.

Attachments:
1. Plat Resolution
2. Plat Resolution - Exhibit A - Final Plat

City of Highland Park

Resolution No. _____

A Resolution Approving a Plat of Subdivision
(1660 and 1700 Old Deerfield Road)

WHEREAS, the Habitat Company LLC ("***Developer***") is the contract purchaser of that certain parcel of real property consisting of approximately 28.61 acres and commonly known as 1660 and 1700 Old Deerfield Road, Highland Park, Illinois ("***Property***"); and

WHEREAS, the Property is currently owned by Red Cup Land Company, LLC ("***Owner***"); and

WHEREAS, Developer seeks to consolidate the Property into a single lot of record ("***Proposed Subdivision***"); and

WHEREAS, Developer, with consent of the Owner, filed an application with the City for preliminary and final approval of a plat of subdivision for the Proposed Subdivision pursuant to Section 151.005 of "The Highland Park Code of 1968", as amended ("***City Code***"); and

WHEREAS, on January 20, 2026, the Plan and Design Commission of the City recommended approval of the proposed final plat of subdivision, subject to certain specified conditions; and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City to approve the Proposed Subdivision, subject to the terms and conditions set forth in this Resolution;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are hereby incorporated herein and made a part of this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF FINAL PLAT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Four of this Resolution, the final plat of subdivision for the Property prepared by Spaceco, consisting of five sheets, and with a latest revision date of February 6, 2026, is hereby approved in the form attached to and, by this reference, made a part of this Resolution as **Exhibit A (**"***Final Plat***").

SECTION THREE: GRANT OF VARIATIONS. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Four of this Resolution, the City Council hereby approves the following variations:

A. A variation from Section 151.004(A)(1) of the City Code to allow for the creation of a lot on the Property with: (i) more than four sides; and (ii) lot lines intersecting at angles other than right angles, due to the infeasibility of establishing intersections of lot lines at right angles.

B. A variation from Section 151.008(B)(1) of the City Code to waive the requirement to construct a concrete sidewalk: (i) along Ridge Road adjacent to the western property line of the Property; and (ii) on the Access Road.

C. A variation from Section 151.008(B)(7) of the City Code to waive the requirement that Developer bury underground all utility distribution lines located on public rights-of-way adjacent to the Property.

SECTION FOUR: EXECUTION OF PLAT. The Mayor and City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the Final Plat only after the satisfaction of the following:

A. Developer must secure the necessary approvals from all public utility companies, provide easement statements, and locate all existing easements on the Final Plat, prior to its recordation;

B. Developer must secure the signatures of the City Engineer and the County Clerk on the Final Plat, prior to its recordation;

C. The Final Plat must include all certificates, signatures, and seals as required by Section 151.005(A)(12) of the City Code;

D. The Final Plat must identify monuments for all corners of the single lot;

E. The Final Plat must be tied into the state plane coordinate system; and

F. Developer must provide to the City Clerk evidence in the form of a written title report issued by an Illinois title insurance company, that fee simple title to all of the Property has been conveyed to the Developer.

SECTION FIVE: RECORDATION OF PLAT. Upon execution of the Final Plat by the Mayor and the City Clerk, as provided in Section Four of this Resolution, the City Clerk is directed to cause the Final Plat to be recorded in the Recording Division of the office of the Lake County Clerk.

SECTION SIX: EFFECTIVE DATE. This Resolution will be in full force and effect from and after its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

Final Plat

EXHIBIT A

Final Plat

FINAL PLAT OF
THE RESIDENCES OF HIGHLAND PARK CONSOLIDATION

BEING A PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

EXISTING BOUNDARY INFORMATION

P.I.N.:
16-27-302-005
16-27-302-006
16-27-302-007
16-27-302-008
16-27-302-009
16-27-122-001
16-27-401-001
16-27-401-002
16-27-401-003

VICINITY MAP
PROJECT LOCATION
RITCHFIELD AVE
DEERFIELD RD
OLD DEERFIELD RD
U.P. RR
OLD SKOKIE VALLEY RD
SKOKIE HWY
ROBERTS RD
GROVE AVE
N.T.S.

SCALE 1" = 80'
0 80 160

BASIS OF BEARINGS:
TRUE NORTH BASED ON GEODETIC OBSERVATION IL EAST ZONE

IR = IRON ROD
IP = IRON PIPE
(M) = MEASURED
(R) = RECORD

EASEMENT "A" = SEWER, WATER AND INGRESS AND EGRESS EASEMENT (BENEFITS LOT 3) PER DOCUMENT 1489161

** = DENOTES EASEMENT TO BE AMENDED UNDER A SEPARATE COVER

NO.	DATE	REMARKS
6	02/06/26	EASE PROVISIONS
5	02/05/26	PUBLIC ACCESS ESMT
4	02/04/26	EASE PROVISIONS
3	01/19/26	EASE PROVISIONS
2	01/16/26	EASEMENTS
1	12/23/25	EASEMENTS

FINAL PLAT OF SUBDIVISION

1700 OLD DEERFIELD ROAD
HIGHLAND PARK, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN
spacecoinc.com

FILENAME: 11395.02SUB-01

DATE: 11/25/2025

JOB NO. 11395.02

SHEET 1 OF 4

PREPARED FOR:
HABITAT
350 W HUBBARD STREET, SUITE 500
CHICAGO, ILLINOIS 60654

PROPERTY DESCRIPTION:

PARCEL 1:
LOTS 10 THROUGH 13, BOTH INCLUSIVE, IN DEER-RIDGE INDUSTRIAL SUBDIVISION, BEING PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 1968 AS DOCUMENT NO. 1402659, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:
LOTS 2 AND 3 IN CHERRY'S RESUBDIVISION, BEING PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1971 AS DOCUMENT NO. 1489161, IN LAKE COUNTY, ILLINOIS.

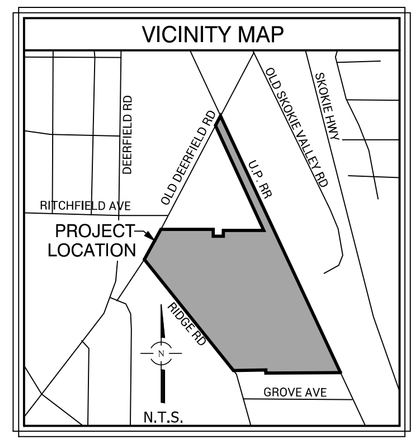
N:\Projects\11395\11395.02-Habitat\SURVEY\11395.02SUB-01.dgn Default User=randerson

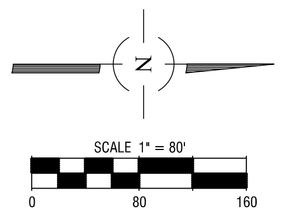
FINAL PLAT OF
THE RESIDENCES OF HIGHLAND PARK CONSOLIDATION

BEING A PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

PROPOSED GEOMETRY
NON-EASEMENT AREA

P.I.N.:
16-27-302-005
16-27-302-006
16-27-302-007
16-27-302-008
16-27-302-009
16-27-122-001
16-27-401-001
16-27-401-002
16-27-401-003





BASIS OF BEARINGS:
TRUE NORTH BASED ON GEODETIC OBSERVATION IL EAST ZONE

IR = IRON ROD
IP = IRON PIPE
(M) = MEASURED
(R) = RECORD
N.E.A. = NON EASEMENT AREA

NO.	DATE	REMARKS
6	02/06/26	EASE PROVISIONS
5	02/05/26	PUBLIC ACCESS ESMT
4	02/04/26	EASE PROVISIONS
3	01/19/26	EASE PROVISIONS
2	01/16/26	EASEMENTS
1	12/23/25	EASEMENTS

FINAL PLAT OF SUBDIVISION

1700 OLD DEERFIELD ROAD
HIGHLAND PARK, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME:
11395.02SUB-01

DATE:
11/25/2025

JOB NO.
11395.02

SHEET
2 OF 4

PREPARED FOR:
HABITAT
350 W HUBBARD STREET, SUITE 500
CHICAGO, ILLINOIS 60654

•NOTE:
THERE IS TO BE A PROPOSED BLANKET UTILITY EASEMENT OVER THE PROPOSED LOT IS HEREBY RESERVED FOR, AND GRANTED TO, THE CITY OF HIGHLAND PARK (HEREINAFTER THE "CITY") AND EVERY CITY-FRANCHISED PUBLIC UTILITY ENTITY (HEREINAFTER A "UTILITY"), IN, ON, UPON, ACROSS, OVER, UNDER AND THROUGH THE AREAS OUTSIDE OF THE DASHED LINES LABELED "N.E.A. ON THIS PLAT, SUCH EASEMENTS GRANTING THE CITY AND OTHER UTILITIES THE RIGHT TO ENTER UPON THE EASEMENT TO INSTALL, CONSTRUCT, MAINTAIN, REPAIR, REPLACE, RELOCATE, OPERATE, OR REMOVE, OR ENGAGE IN THE MAINTENANCE OF ANY STRUCTURE, FACILITY OR EQUIPMENT OF ANY UTILITY. OR THE DRAINAGE CONDITIONS OF THE EASEMENT, THE CITY OR THE UTILITY SHALL NOT BE LIABLE TO THE PROPERTY OWNER FOR ANY DAMAGE TO, OR REMOVAL OF, STRUCTURES, IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, FENCES, TREES, OR LANDSCAPING ON, IN, UNDER OR OVER THE EASEMENT, NOR SHALL THE CITY OR UTILITY BE RESPONSIBLE OR LIABLE FOR THE RESTORATION OF THE SAME. OTHER THAN FENCES, NO BUILDINGS, STRUCTURES, TREES, OR OTHER OBSTRUCTIONS SHALL BE CONSTRUCTED, ERECTED, OR PLACED ON, IN, UNDER, AND OVER THE EASEMENT. ANY AND ALL STRUCTURES AND IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO FENCES, TREES, OR LANDSCAPING EXISTING, BUILT OR PLACED ON, IN, UNDER AND OVER THE EASEMENT ARE DONE SO AT THE PROPERTY OWNER'S OWN RISK. LANDSCAPING IN THE EASEMENT SHALL NOT INTERFERE WITH DRAINAGE OR THE STRUCTURE, FACILITY, OR EQUIPMENT OF A UTILITY.

AREA TABLE		
	SQ. FT.	ACRES
LOT 1	1,246,435	28.614
TOTAL	1,246,435	28.614

N:\Projects\11395\11395.02-Habitat\SURVEY\11395.02SUB-01.dgn SHEET 2 User=randerson

FINAL PLAT OF
THE RESIDENCES OF HIGHLAND PARK CONSOLIDATION

BEING A PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

PROPOSED GEOMETRY
PROPOSED EASEMENTS

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16-27-302-005
16-27-302-006
16-27-302-007
16-27-302-008
16-27-302-009
16-27-122-001
16-27-401-001
16-27-401-002
16-27-401-003

VICINITY MAP
DEERFIELD RD
OLD DEERFIELD RD
U.P. RR
SKOKIE HWY
OLD SKOKIE VALLEY RD
RITCHFIELD AVE
PROJECT LOCATION
RIDGE RD
GROVE AVE
N.T.S.

SCALE 1" = 80'
0 80 160

BASIS OF BEARINGS:
TRUE NORTH BASED ON GEODETIC OBSERVATION IL EAST ZONE

IR = IRON ROD
IP = IRON PIPE
(M) = MEASURED
(R) = RECORD

RIDGE ROAD
HERETOFORE DEDICATED PER DOCUMENT 1402659
(66' RIGHT OF WAY)

OLD DEERFIELD ROAD
HERETOFORE DEDICATED
(66' RIGHT OF WAY)

RICHFIELD LANE

UNION PACIFIC RAILROAD

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

N89°24'07"W(M)
1215.28'(M)

N89°58'18"W(M)
211.79'(M)

S89°59'51"W(M)
625.06'(M)

24.75'(M)
N00°27'14"E(M)

2372.08'(M)
S26°07'28"E(M)

N25°47'59"E(M)
297.18'(M)

N25°47'59"E(M)
63.52'(M)

N26°07'28"W(M)
939.43'(M)

S00°09'51"W(M)
65.06'(M)

S89°50'09"E(M)
85.07'(M)

65.06'(M)
N00°09'51"E(M)

432.34'(M)
S89°50'09"E(M)

302.84'(M) S89°50'09"E(M)

NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 27-43-12

SOUTH LINE OF PUBLIC ACCESS EASEMENT

505.69'

111.72'

LOT 7
DEER-RIDGE INDUSTRIAL SUBDIVISION
RECORDED NOVEMBER 27, 1968
AS DOCUMENT 1402659

LOT 1
CHERRY'S RESUBDIVISION
RECORDED JANUARY 29, 1971
AS DOCUMENT 1489161

LOT 1
1620 OLD DEERFIELD ROAD CONSOLIDATION RESUBDIVISION

LOT 2
DEER-RIDGE INDUSTRIAL SUBDIVISION
RECORDED NOVEMBER 27, 1968
AS DOCUMENT 1402659

LOT 1
DEER-RIDGE INDUSTRIAL SUBDIVISION
RECORDED NOVEMBER 27, 1968
AS DOCUMENT 1402659

LOT 5
DEER-RIDGE INDUSTRIAL SUBDIVISION
RECORDED NOVEMBER 27, 1968
AS DOCUMENT 1402659

LOT A
DEER-RIDGE INDUSTRIAL SUBDIVISION
RECORDED NOVEMBER 27, 1968
AS DOCUMENT 1402659

HERETOFORE DEDICATED PER DOCUMENT 1402659
(NO VACATION RECORD FOUND)

PARKING AND ACCESS EASEMENT
HEREBY GRANTED
(SHADED AREA - SEE DETAIL)

EGRESS EASEMENT
(TO BE GRANTED BY SEPARATE DOCUMENT)

PARKING AND INGRESS/EGRESS EASEMENT
(TO BE GRANTED BY SEPARATE DOCUMENT)

WETLAND CONSERVATION EASEMENT
HEREBY GRANTED

PUBLIC SHARED USE EASEMENT (PATH)
HEREBY GRANTED
(CL EASEMENT DIMENSIONED)

PUBLIC SHARED USE EASEMENT (TOT-LOT)
HEREBY GRANTED

(SEE DETAIL)

PUBLIC ACCESS EASEMENT
HEREBY GRANTED

PUBLIC UTILITY EASEMENT
HEREBY GRANTED
(SEE DETAIL)

PUBLIC UTILITY EASEMENT
HEREBY GRANTED

PUBLIC SHARED USE EASEMENT (PATH)
HEREBY GRANTED

PUBLIC SHARED USE EASEMENT (TOT LOT)
HEREBY GRANTED

CENTER OF ELLIPSE

N: 2 005 586.00'
E: 1 123 500.94'

N: 2 005 644.72'
E: 1 123 517.13'

N: 2 005 616.33'
E: 1 123 539.48'

EASEMENT DETAIL AT TOT LOT
NOT TO SCALE

PARKING AND ACCESS EASEMENT
HEREBY GRANTED

PARKING AND ACCESS EASEMENT DETAIL
NOT TO SCALE

PUBLIC UTILITY EASEMENT
HEREBY GRANTED

STORM AND SANITARY SEWER EASEMENT DETAIL
NOT TO SCALE

PREPARED FOR:
HABITAT
350 W HUBBARD STREET, SUITE 500
CHICAGO, ILLINOIS 60654

NO.	DATE	REMARKS
6	02/06/26	EASE PROVISIONS
5	02/05/26	PUBLIC ACCESS ESMT
4	02/04/26	EASE PROVISIONS
3	01/19/26	EASE PROVISIONS
2	01/16/26	EASEMENTS
1	12/23/25	EASEMENTS

FINAL PLAT OF SUBDIVISION

1700 OLD DEERFIELD ROAD
HIGHLAND PARK, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN
spacecoinc.com

FILENAME:
11395.02SUB-01

DATE:
11/25/2025

JOB NO.
11395.02

SHEET
3 OF 4

N:\Projects\11395\11395.02-Habitat\SURVEY\11395.02SUB-01.dgn SHEET 3 User=randerson

FINAL PLAT OF
THE RESIDENCES OF HIGHLAND PARK CONSOLIDATION

BEING A PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

P.I.N.:
16-27-302-005
16-27-302-006
16-27-302-007
16-27-302-008
16-27-302-009
16-27-122-001
16-27-401-001
16-27-401-002
16-27-401-003

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF_____)

THIS IS TO CERTIFY THAT_____ AND _____
IS/ARE OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT IT HAS CAUSED THE SAID PROPERTY TO BE PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE THEREON INDICATED.

DATED THIS_____ DAY OF _____ , A.D. 20 _____.

_____
SIGNED:

_____
PRINTED NAME AND TITLE

_____
SIGNED:

_____
PRINTED NAME AND TITLE

ADDRESS:

_____
_____
_____
_____

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I,_____, A NOTARY PUBLIC IN AND FOR THE COUNTY
AND STATE AFORESAID, DO HEREBY CERTIFY THAT

_____, TITLE _____

_____, TITLE _____

OF _____WHO IS/ARE PERSONALLY KNOWN TO ME
TO BE THE SAME WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL

THIS _____ DAY OF_____ , A.D. 20 _____ .

_____
NOTARY PUBLIC

MORTGAGEE'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

THE UNDERSIGNED,_____, AS MORTGAGEE, UNDER THE PROVISIONS OF CERTAIN MORTGAGE DATED AND RECORDED IN THE RECORDER'S OFFICE

OF_____COUNTY, ILLINOIS ON THE_____DAY OF_____, A.D. 20_____

AS DOCUMENT NUMBER_____ HEREBY CONSENTS TO THE SUBDIVISION STATED HEREIN.

DATED THIS_____ DAY OF _____ , 20_____

_____
BY

_____
PRINTED NAME AND TITLE

_____
ATTEST

MORTGAGEE'S NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I,_____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

_____

OF SAID BANK WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS_____ DAY OF _____, 20_____

_____
NOTARY PUBLIC

CITY CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

I, _____ MAYOR OF THE CITY OF HIGHLAND PARK, ILLINOIS , DO HEREBY CERTIFY THAT THE PLAT WAS PRESENTED TO, AND BY RESOLUTION, DULY APPROVED BY THE CITY COUNCIL AT ITS MEETING HELD ON THIS DAY IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND THE SEAL OF THE CITY OF HIGHLAND PARK, ILLINOIS

THIS _____ DAY OF_____ , A.D. 20 _____

_____
MAYOR, HIGHLAND PARK, IL

_____
PRINTED NAME

ATTEST: _____
CITY CLERK, HIGHLAND PARK, IL

_____
PRINTED NAME

CITY ENGINEERING CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

I, _____ CITY ENGINEER OF THE CITY OF HIGHLAND PARK, DO HEREBY APPROVE THIS PLAT WHICH MEETS THE MINIMUM STANDARDS OF THE CITY.

APPROVED BY THE CITY ENGINEER OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS

THIS _____ DAY OF_____ , A.D. 20 _____

_____
CITY ENGINEER, HIGHLAND PARK, IL

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

I, _____ , COLLECTOR OF THE CITY OF HIGHLAND PARK, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AGAINST ANY OF THE REAL ESTATE INCLUDED IN THE PLAT HEREON DRAWN.

DATED AT HIGHLAND PARK, THIS_____ DAY OF_____ , A.D. 20 _____

_____
CITY COLLECTOR, HIGHLAND PARK, IL

PLAN & DESIGN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

RECOMMENDED TO APPROVE BY THE PLAN & DESIGN COMMISSION OF THE CITY OF HIGHLAND PARK.

DATED THIS _____ DAY OF_____ , A.D. 20 _____

_____
CHAIRMAN

_____
NAME

ATTEST: _____
SECRETARY

_____
NAME

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS_____ DAY OF_____ 20___

_____
REGISTERED PROFESSIONAL ENGINEER

LICENSE NO.:_____

EXPIRES: _____

WETLAND CONSERVATION RESTRICTIONS AND EASEMENT PROVISIONS:
UNLESS INCLUDED AS PART OF THE APPROVED PERMITTED PLANS BY THE CITY OF HIGHLAND PARK AND LAKE COUNTY STORMWATER MANAGEMENT COMMISION (SMC), THE UNDERSIGNED OWNER HEREBY MAKES THE FOLLOWING DECLARATIONS AS TO LIMITATIONS, RESTRICTIONS AND USES TO WHICH THOSE AREAS DESIGNATED AS "WETLAND" AND "WETLAND BUFFER" IN SAID PARCEL MAY BE PUT, AND SPECIFIES THAT SUCH DECLARATIONS SHALL CONSTITUTE PROTECTIONS TO RUN WITH ALL THE LAND, AS PROVIDED BY LAW, AND SHALL BE BINDING ON ALL PARTIES AND THEIR SUCCESSORS, AND ALL PERSONS CLAIMING UNDER THEM, AND FOR THE BENEFIT OF AND LIMITATIONS ON ALL FUTURE OWNERS IN SUCH PARCEL AND THE SURROUNDING AND DOWNSTREAM AND UPSTREAM AREAS, THIS DECLARATION BEING IN COMPLIANCE WITH APPLICABLE STORMWATER AND DRAINAGE RULES, REGULATIONS, AND ORDINANCES AS SPECIFIED HEREIN:

1. PURPOSE. THE PURPOSE OF THIS RESTRICTIVE EASEMENT IS TO PERPETUALLY PRESERVE THE WETLAND(S) AND ASSOCIATED BUFFER(S) IN THEIR NATURAL CONDITION. SPECIFICALLY, THIS RESTRICTIVE EASEMENT WILL SERVE TO PROTECT THE WETLAND AND BUFFER AREAS.

2. PROHIBITED ACTIONS. ANY ACTIVITY ON, OR USE OF, THE WETLAND AND BUFFER THAT IS INCONSISTENT WITH THE PURPOSE OF THIS RESTRICTIVE EASEMENT IS EXPRESSLY PROHIBITED, BY WAY OF EXAMPLE, BUT NOT BY WAY OF LIMITATION, THE FOLLOWING ACTIVITIES AND USES ARE EXPLICITLY PROHIBITED UNLESS AUTHORIZED BY APPLICABLE PERMITS:
I. DIVISION. ANY DIVISION OR SUBDIVISION OF THE WETLAND AND BUFFER AREAS IS PROHIBITED.
II. COMMERCIAL ACTIVITIES. ANY COMMERCIAL ACTIVITY ON THE WETLAND AND BUFFER AREAS, EXCEPT FOR PASSIVE RECREATIONAL ACTIVITY, IS PROHIBITED.
III. INDUSTRIAL ACTIVITIES. ANY INDUSTRIAL ACTIVITY ON THE WETLAND AND BUFFER AREAS IS PROHIBITED.
IV. CONSTRUCTION. THE PLACEMENT OR CONSTRUCTION OF ANY HUMAN-MADE STRUCTURE OR FEATURE ON THE WETLAND AND BUFFER AREAS INCLUDING, BUT NOT LIMITED TO, BUILDINGS, FENCES, ROADS, AND PARKING LOTS IS PROHIBITED.
V. VEGETATION. ANY CUTTING, MOWING, PLOWING, OR REMOVAL OF TREES OR OTHER VEGETATION IN THE WETLAND AND BUFFER AREAS IS PROHIBITED, EXCEPT FOR THE CUTTING OR REMOVAL OF TREES THAT POSE A THREAT TO HUMAN LIFE OR PROPERTY. REMOVAL OF NON-NATIVE VEGETATION FROM THE WETLAND AND BUFFER AREAS IS PERMITTED WHEN CONDUCTED IN ACCORDANCE WITH A LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (SMC)-APPROVED MAINTENANCE PLAN.
VI. LAND SURFACE ALTERATION. ANY ALTERATION OF THE LAND SURFACE IN THE WETLAND AND BUFFER AREAS IS PROHIBITED, INCLUDING, BUT NOT LIMITED TO, THE PLACEMENT OF DREDGED OR FILL MATERIAL, EXCAVATION, AND GRADING. IN ADDITION, MINING OF ANY SUBSTANCE THAT MUST BE QUARRIED OR REMOVED BY METHODS THAT WILL CONSUME OR DEPLETE THE SURFACE ESTATE, INCLUDING, BUT NOT LIMITED TO, THE REMOVAL OF TOPSOIL, SAND, GRAVEL, ROCK, AND PEAT, AND EXPLORING FOR, DEVELOPING, AND EXTRACTING OIL, GAS, HYDROCARBONS, OR PETROLEUM PRODUCTS ARE ALL PROHIBITED ACTIVITIES IN THE WETLAND AND BUFFER AREAS.
VII. UTILITIES. UNLESS INCLUDED AS PART OF THE PERMITTED PLANS, NO UNDERGROUND OR OVERHEAD UTILITY LINES SHALL BE ALLOWED IN THE WETLAND AND BUFFER AREAS, INCLUDING, BUT NOT LIMITED TO SEWER, WATER, ELECTRICAL, GAS, TELEPHONE, AND CABLE TELEVISION. EXISTING LINES MAY REMAIN, BUT ANY PROPOSED MAINTENANCE WORK REQUIRING INTRUSION INTO WETLAND AND BUFFER AREAS SHALL REQUIRE PRIOR WRITTEN AUTHORIZATION FROM THE SMC, EXCEPT FOR EMERGENCY REPAIR OF UTILITY LINES THAT POSE A THREAT TO HUMAN HEALTH AND SAFETY.
VIII. DUMPING. WASTE, DEBRIS, AND UNSIGHTLY OR OFFENSIVE MATERIAL IS NOT ALLOWED AND MAY NOT BE ACCUMULATED ON THE WETLAND AND BUFFER AREAS.
IX. WATER COURSES. NATURAL WATER COURSES, LAKES, WETLANDS, OR OTHER BODIES OF WATER MAY NOT BE ALTERED.
X. OFF-ROAD RECREATIONAL VEHICLES. MOTORIZED OFF-ROAD VEHICLES—INCLUDING, BUT NOT LIMITED TO, SNOWMOBILES, DUNE BUGGIES, ALL-TERRAIN VEHICLES, AND MOTORCYCLES—MAY NOT BE OPERATED ON THE WETLAND AND BUFFER AREAS, EXCEPT ON DESIGNATED TRAILS SHOWN ON THE PERMITTED PLANS.
XI. SIGNS AND BILLBOARDS. BILLBOARDS ARE PROHIBITED. SIGNS ARE PROHIBITED, EXCEPT THE FOLLOWING SIGNS MAY BE DISPLAYED TO SPECIFICALLY STATE: 1) THE NAME AND ADDRESS OF THE PROPERTY OR THE OWNER'S NAME; 2) THE AREA IS A PROTECTED WETLAND/CONSERVATION AREA; 3) PROHIBITION OF ANY UNAUTHORIZED ENTRY OR USE (E.G., NO DUMPING, NO MOWING, ETC.); OR 4) AN ADVERTISEMENT FOR THE SALE OR RENT OF THE PROPERTY.

3. TERM. THIS CONSERVATION EASEMENT IS TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND THEIR SUCCESSORS AND ALL PERSONS CLAIMING UNDER THEM, AND ALL PUBLIC AGENCIES, FOR PERPETUITY FROM THE DATE THESE PROTECTIONS ARE RECORDED.

4. ENFORCEMENT. ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON VIOLATING OR THREATENING TO VIOLATE ANY PROVISION EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES. ENFORCEMENT MAY BE UNDERTAKEN BY ANY GRANTOR OR GRANTEE IN THE CHAIN OF TITLE, ANY ADJOINING PROPERTY OWNER, ANY PROPERTY OWNER LYING DOWNSTREAM OR UPSTREAM ADVERSELY EFFECTED BY ANY VIOLATION OR THREAT TO VIOLATE THIS EASEMENT, THE HOST MUNICIPALITY, THE LAKE COUNTY SMC, OR THE U.S. ARMY CORPS OF ENGINEERS (USACE).

5. REFERENCE. THIS CONSERVATION EASEMENT SHALL BE REFERENCED ON THE DEED OR OTHER INSTRUMENTS OF CONVEYANCE FOR SAID PROPERTY.

CROSS ACCESS AND PARKING EASEMENT PROVISIONS:

THE OWNERS SHALL CONSTRUCT AND MAINTAIN THE OFF-STREET PARKING LOT AND RECORD AN ACCESS EASEMENT, IN A FORM ACCEPTABLE TO THE CITY'S CORPORATION COUNSEL, PROVIDING FOR (I) FOURTEEN (14) PARKING SPACES IN THE OFF-STREET PARKING LOT FOR THE EXCLUSIVE USE OF THE CITY OF HIGHLAND PARK POLICE DEPARTMENT AND ITS SUCCESSORS, ASSIGNS, VISITORS, INVITEES, AGENTS, AND EMPLOYEES MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 P.M., AND (II) A DRIVE AISLE IN THE OFF-STREET PARKING LOT FOR THE NON-EXCLUSIVE USE OF THE CITY OF HIGHLAND PARK POLICE DEPARTMENT AND ITS VISITORS. IN ADDITION, THE OWNERS SHALL GRANT A NON-EXCLUSIVE, PERPETUAL EASEMENT, IN A FORM ACCEPTABLE TO THE CITY'S CORPORATION COUNSEL, FOR INGRESS, EGRESS, CROSS-ACCESS, AND PARKING OVER THE SHARED MEANS OF INGRESS, EGRESS, AND PARKING LOCATED WITHIN THE AREA DESIGNATED AS THE "PARKING AND ACCESS EASEMENT," FOR THE BENEFIT OF THE CITY OF HIGHLAND PARK POLICE DEPARTMENT AND ITS SUCCESSORS, ASSIGNS, VISITORS, INVITEES, AGENTS, AND EMPLOYEES, EXCLUDING CONSTRUCTION TRAFFIC AND MAINTENANCE VEHICLES, EXCEPT FOR CONDUCTING MAINTENANCE AND CONSTRUCTION ON THE PARKING LOT OR THE 28 SPACE INDUSTRIAL LOT. DRIVE AISLES AND PARKING SPACES WITHIN THE PARKING AND ACCESS EASEMENT SHALL BE REASONABLY ACCESSIBLE TO POINTS OF INGRESS AND EGRESS, AND THE OWNERS MAY CONTINUE TO USE THE EASEMENT AREA IN ANY MANNER THAT DOES NOT MATERIALLY INTERFERE WITH THE ACCESS RIGHTS GRANTED HEREIN.

PUBLIC UTILITY EASEMENT PROVISIONS:

EASEMENTS DESIGNATED FOR UNDERGROUND AND SURFACE TELECOMMUNICATIONS, PUBLIC UTILITIES, AND DRAINAGE FACILITIES ARE HEREBY RESERVED FOR, AND GRANTED TO, THE CITY OF HIGHLAND PARK, AND THE PROVIDERS OF TELECOMMUNICATIONS AND PUBLIC UTILITIES, THEIR SUCCESSORS AND ASSIGNS, IN ALL PLATTED EASEMENT AREAS SHOWN ON THIS PLAT SAID EASEMENTS SHALL BE FOR THE PURPOSE OF INSTALLING, EXTENDING, CONSTRUCTING, REPAIRING, MAINTAINING, RECONSTRUCTING, AND OPERATING SUCH TELECOMMUNICATIONS, PUBLIC UTILITIES AND SANITARY AND STORM SEWER FACILITIES AND RELATED APPURTENANCES, IN UNDER, ACROSS, ALONG AND UPON, THE SO DESIGNATED EASEMENT AREA IN ORDER TO SERVE ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER REAL PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO.

THIS GRANT OF EASEMENT SHALL INCLUDE THE RIGHT OF THE GRANTEE TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, AND THE RIGHT, WITHOUT LIABILITY, TO CUT, TRIM, ALTER, OR REMOVE ANY VEGETATION, ROOTS STRUCTURES, OR DEVICES WITHIN THE DESIGNATED EASEMENT AREA AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, WITHOUT PRIOR WRITTEN CONSENT OF THE GRANTEES HEREUNDER, NO BUILDINGS, STRUCTURES," OR OTHER OBSTRUCTIONS SHALL BE CONSTRUCTED PLACED, OR PLANTED IN ANY SUCH EASEMENT AREAS, NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY

PUBLIC SHARED USE EASEMENT PROVISIONS:

A PUBLIC PERPETUAL, NON-EXCLUSIVE EASEMENT ("PUBLIC USE EASEMENT") IS HEREBY GRANTED OVER, ACROSS, AND UPON THE AREAS LABELED "PUBLIC SHARED USE EASEMENT (TOT LOT)"AND "PUBLIC SHARED USE EASEMENT (PATH)" (COLLECTIVELY, THE "EASEMENT AREA"), FOR THE PURPOSES OF PEDESTRIAN ACCESS, PASSIVE RECREATION, AND USE OF PLAYGROUND EQUIPMENT. THE EASEMENT AREA MAY BE USED BY THE PUBLIC FOR RECREATIONAL USE, TOGETHER WITH USES REASONABLY INCIDENTAL THERETO. NO MOTORIZED VEHICLES SHALL BE PERMITTED, PUBLIC USE OF THE EASEMENT AREA SHALL BE LIMITED TO DAYLIGHT HOURS UNLESS OTHERWISE POSTED BY OWNER. OWNER MAY PROMULGATE REASONABLE RULES GOVERNING USE OF THE EASEMENT AREA, PROVIDED SUCH RULES ARE NON-DISCRIMINATORY AND DO NOT UNREASONABLY INTERFERE WITH PUBLIC ACCESS. USE OF THE EASEMENT AREA BY THE PUBLIC SHALL BE AT THE USER'S OWN RISK. OWNER SHALL NOT BE LIABLE FOR INJURIES OR DAMAGES ARISING FROM USE OF THE EASEMENT AREA, EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW. THIS PUBLIC USE EASEMENT SHALL NOT BE TERMINATED OR MODIFIED WITHOUT THE ADVANCE APPROVAL OF THE CORPORATE AUTHORITIES OF THE CITY OF HIGHLAND PARK.

PUBLIC ACCESS EASEMENT PROVISIONS:

AN NON-EXCLUSIVE, PERPETUAL EASEMENT DESIGNATED FOR INGRESS AND EGRESS IS HEREBY RESERVED FOR, AND GRANTED TO, THE PUBLIC OVER THAT PORTION OF PROPERTY DENOTED "PUBLIC ACCESS EASEMENT." THIS EASEMENT SHALL NOT BE TERMINATED OR MODIFIED WITHOUT THE ADVANCE APPROVAL OF THE CORPORATE AUTHORITIES OF THE CITY OF HIGHLAND PARK.

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____ COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS

DATED THIS_____DAY OF_____20_____.

_____
LAKE COUNTY CLERK

SURVEYOR'S DESIGNATION OF RECORDING

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)
I, JORDAN A. LESKOVISEK, A REGISTERED LAND SURVEYOR, IN THE STATE OF ILLINOIS, HEREBY DESIGNATE ANY REPRESENTATIVE OF THE CITY OF HIGHLAND PARK TO RECORD A CERTAIN PLAT OF SUBDIVISON KNOWN AS HIGHLAND PARK TOWNHOMES CONSOLIDATION WITH THE LAKE COUNTY RECORDER OF DEEDS OR REGISTRAR OF TITLES. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER 765 ILCS 205/2.

_____
JORDAN A. LESKOVISEK, I.P.L.S. No. 035-4056
LICENSE EXPIRES: 11-30-2026

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE DECLARE THAT THE ABOVE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY SPACECO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001157, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

SAID PROPERTY CONTAINS1,246,435 SQUARE FEET OR 28.614 ACRES, MORE OR LESS.

WE FURTHER DECLARE THAT THE LAND IS WITHIN THE CITY OF HIGHLAND PARK WHICH HAS ADOPTED A CITY COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

WE FURTHER DECLARE, BASED UPON A REVIEW OF THE FLOOD INSURANCE RATE MAP (F.I.R.M.) MAP NUMBER 17097C0287K WITH MAP REVISED SEPTEMBER 18, 2013, IT IS OUR CONSIDERED OPINION THAT THIS PROPERTY LIES WITHIN "ZONE X" AREA AS IDENTIFIED BY SAID F.I.R.M. MAP.

WE FURTHER DECLARE THAT STEEL REINFORCING RODS (UNLESS OTHERWISE NOTED) WILL BE SET AT ALL LOT CORNERS.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, AS APPLICABLE TO PLATS OF SUBDIVISION.

GIVEN UNDER OUR HAND AND SEAL THIS___ DAY OF_____ 20___ IN ROSEMONT, ILLINOIS.

_____
JORDAN A. LESKOVISEK, I.P.L.S. No. 035-4056
LICENSE EXPIRES: 11-30-2026
jleskovisek@spacecoinc.com

(VALID ONLY IF EMBOSSED SEAL AFFIXED)

JORDAN A. LESKOVISEK
035-4056
LICENSED
ILLINOIS
PROFESSIONAL
LAND SURVEYOR
ROSEMONT, ILLINOIS

FOR REVIEW PURPOSES ONLY

PREPARED FOR:
HABITAT
350 W HUBBARD STREET, SUITE 500
CHICAGO, ILLINOIS 60654

MAIL TAX BILL TO:
HABITAT
350 W HUBBARD STREET, SUITE 500
CHICAGO, ILLINOIS 60654

NO.	DATE	REMARKS
6	02/06/26	EASE PROVISIONS
5	02/05/26	PUBLIC ACCESS ESMT
4	02/04/26	EASE PROVISIONS
3	01/19/26	EASE PROVISIONS
2	01/16/26	EASEMENTS
1	12/23/25	EASEMENTS

FINAL PLAT OF SUBDIVISION

1700 OLD DEERFIELD ROAD
HIGHLAND PARK, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 11395.02SUB-01

DATE: 11/25/2025

JOB NO. 11395.02

SHEET 4 OF 4

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Karl Burhop, Senior Planner

Department: Community Development Department

Title: An Ordinance Granting a Special Use Permit for a Planned Development and for an Off-Street Parking Lot (1660 and 1700 Old Deerfield Road)

Recommendation:

Staff recommend approval of the following documents[1], approving, with conditions, a development at 1660-1700 Old Deerfield Rd. (the "***Property***"):

1. An Ordinance adopting a zoning map amendment to rezone the property in part to RM1 and in part to R7, while leaving a residual I zoning strip .
2. A Resolution granting a plat of re-subdivision.
3. An Ordinance adopting a Special Use Permit in the nature of a Final Planned Development and a Special Use Permit for a Conditional Use for the Off-Street Parking Lot, Freestanding.
4. A Resolution authorizing the execution of a Development Agreement.
5. An Ordinance approving a plat of dedication.

The Conditions of approval are included in each approval document as appropriate. All four of these items should be taken up concurrently.

[1] The Applicant requested the approval documents at-their risk.

[2] Refer to the staff report for the zoning map amendment.

Policy Consideration:

Project Summary.

The Habitat Company LLC (the "***Applicant***") proposes a redevelopment at the 28.6 acre Property, to include 227 townhouse residential dwelling units in 48 building assemblies with parking provided in first floor garages and on-street. The development also includes:

- A clubhouse with pool amenity along with internal private roads to be maintained by the development.
- Widening Old Deerfield Rd. to accommodate left turn lanes while maintaining on-street parking on-street parking in front of the Police Station using a portion of its property.
- Constructing an access onto Deerfield Rd. at the Police Station for, Police emergency use only.
- Preserving 12.9 acres of open space consisting of existing heritage and key trees, wetlands, creek, and grass area, of which 10.96[1] acres will be subject to a conservation easement and include a walking path, and a playground with fence.
- Additional off-street parking and landscaping.
    - Tot lot and pathway for public use along Ridge Rd.
    - 14-space parking lot at northwest part of property for Police Dept.'s and their visitor's use.

What's the same?

- No changes to the site plan and related exhibits, the architectural layout, unit matrix, materials for the townhomes, clubhouse and home elevations, renderings, the height exhibit, the rezoning exhibit, or the inclusionary housing plan, all of which were included as Exhibits in the preliminary approval by the City Council on Oct. 30, 2025[2].

What's changed or new? (These are further discussed later in the report.)

- A formal consideration of Special Use Permit for an Off-Street Parking Lot, Freestanding, a conditional use. Although discussed at length throughout the consideration process, given that this parking lot is not accessory[3] to the proposed residential development, it requires a special use consideration. The Plan and Design Commission conducted a formal public hearing on Jan. 20, 2026 to consider this matter.
- Final plans and technical documents are now part of this "final" consideration as expected – final engineering plan sets and the final stormwater management report in substantial conformance with the plans from the preliminary approval phase are included. Other exhibits already submitted have been further detailed, such as the landscaping plan, the improvements on the Police Dept. property, the final plat, and exterior lighting plans.
- New exhibits were submitted for construction traffic, sound mitigation, and updated traffic impact addendums for the Devonshire Ct.-Ridge Rd. crosswalk and the railroad-Old Deerfield Rd. intersection.

Previous Commission & Council Considerations.

- Final Consideration Recap.
    - The Plan and Design Commission considered the request for Final Planned Development ("***PUD***"), the Special Use Permit ("***SUP***") for the Off-Street Parking Lot, Freestanding, the Final Plat, and Design Review, with variations, waivers, and modifications, at its Jan. 20, 2026 meeting and recommended

approval 5-1[4] with conditions. The Findings of Fact adopted by the Commission are **Attachment 9** in this packet, these findings reflect the changes to the modifications requested and include several additional conditions of approval.

- Preliminary Consideration Recap.
    - The City Council considered the development on Sept. 29 and Oct. 30, 2025 and adopted a resolution (R129-2025) approving a preliminary planned development, and a preliminary plat of subdivision for the property (7-0).
    - On Sept. 9, 2025, the Plan and Design Commission recommended approval 5-2[5], and the Housing Commission recommended preliminary and final approval on Oct. 8, 2025, 6-0[6].

Commission Consideration & Recommendation.

- At its Jan. 20 meeting the Plan and Design voted to include all the conditions adopted by the City Council in its Oct. 30 Resolution R129-2025 and the following additional conditions:

    1. Final easement language be provided for the final plat by City's Corporation Counsel, as appropriate.
        1. STATUS: the City provided the Access Road easement language, and other easement have been or shall be provided, per **Condition C** in the Ordinance.
    2. Revise exterior lighting to make pole heights compliant (from 15' to 14' where appropriate).
        1. STATUS: The Applicant revised and complies with this requirement, see **Exhibit I and J**.
    3. Provide revisions per ICC's comments.
        1. STATUS: This is included in the Development Agreement. The Applicant must perform a future traffic study, per that specific requirement in the Dev. Agreement, and as part of that the study will include the performance of the improvements at the railroad and Old Deerfield Rd. intersection. If cross-hatching is found to be needed then the Applicant will install.
    4. Final materials to the City's satisfaction for the woodland path.
        1. STATUS: This is a condition of approval in the Ordinance, see **Condition K**.
    5. Foundation landscaping: must revise and include 5' dimensions as appropriate.
        1. STATUS: The Applicant revised the landscaping plan and indicated the average minimum depth of foundation plantings shall be 5'.
    6. EV Charging Stations: 2 with the City's public portion of the parking lot & 2 at the Clubhouse.
        1. STATUS: Provided – see **Exhibit H and G**.

- At the October 8, 2025 Housing Commission meeting, the Commission voted in favor (6-

0) of approving the Second Amended Final Inclusionary Plan for 34 units being provided with departures from the Inclusionary Ordinance: location of units dispersed throughout the development – 150.2150(A) and bedroom unit proportional mix – 150.2150 (E)(1); and recommends:

- A $185,400 payment-in-lieu for 1.0 unit of the required 35.2 inclusionary units. and a by-right $37,080 payment-in-lieu request for the remaining 0.2 fractional unit required. Total payment in lieu of $222,480; and
- That the affordable unit distribution structure allow ownership or rental; and relief to:
    - Allow 67 percent of the inclusionary housing units in the Proposed Development to be leased at a price affordable to households with gross incomes of up to 60 percent of the Chicago area median income; provided, however, that no less than half of such inclusionary housing units may be leased to households with gross incomes between 51 and 60 percent of the Chicago area median income.

Summary of Changes.
See **Attachment 1**.

Public Comment.

- Three people spoke at the Jan. 20th, 2026 Plan and Design Commission hearing/meeting. See **Attachment 2** for public comments. **Attachment 15** also includes new public comments.

Status of Conditions.
See Staff Exhibit in **Attachment 11** for the status of conditions adopted by the City Council. These same conditions are recommended in the Findings of Fact by the Plan and Design Commission, and are included in the approval documents as appropriate.

Public Benefit - UPDATE.
• The Thursday report stated, "No changes; Public Benefits approved as part of the Oct. 30 City Council preliminary consideration. They are restated here for ease of reference:" and then had Public Benefits #1-8 from the Oct. 30, 2025 resolution. What follows are the updated versions from Sec. Seven Conditions (C)(1) thru (8) from the PUD ordinance.
"1. improvement and dedication of a public access easement for ingress and egress over the access road running along the Union Pacific Railroad right-of-way located on the northeast part of the Property, from Richfield Road. to Old Deerfield Road ("Access Road");"
"2. construction and maintenance of the Off-Street Parking Lot, and the recordation of an access easement, in a form acceptable to the City's Corporation Counsel, for: (i) 14 parking spaces in the Off-Street Parking Lot to enable the Highland Park Police Department and its visitors' exclusive use Monday through Friday, between the hours of 7:00 AM and 5:00 PM; and (ii) a drive aisle in the Off-Street Parking Lot to enable the Highland Park Police Department and its visitors' non-exclusive use;"
"3. construction and maintenance of 12 parking spaces for public use on the Access Road and the recordation of an access easement, in a form acceptable to the "City's Corporation Counsel,

to enable the public's use of the parking spaces;"
"4. construction of sharrows to support bicycle traffic on (i) that portion of Old Deerfield Road adjacent to the Property and (ii) the Access Road;"
"5. construction of pedestrian crosswalks at each of the intersections of: (i) Cavell Avenue and Richfield Road; (ii) Winthrop Road and Devonshire Court; and (iii) Ridge Road and Devonshire Court;"
"6. construction and maintenance of the West Tot Lot on the Property, which West Tot Lot will, at all times, be accessible to the public through the recordation of an easement on the Property. The West Tot Lot must adhere to CPSC Guidelines ASTM F1487 and ASTM F2223 standards; "
"7. inclusion of at least four electric vehicle charging stations within the Property, accessible to the general public, in the locations depicted on the Site Plan; and"
"8. allowance of reasonable use of the community room to be located within the Clubhouse by the general public for public community meetings or non-profit community organizations, subject to reasonable restrictions established by the owner of the Property or its managing agent that will be established by the Developer to govern the Clubhouse."

Public Benefit, per Sec. 150.515(A) is defined as: […] "an amenity provided in the form of an improvement, donation or dedication that is not otherwise required as part of the development process and that serves the residents of the Planned Development and the community at large."

Per Sec. 150.515(B), "*Public Benefit Required.* A public benefit shall be required for the following types of Planned Developments: (1) Planned Developments for which the applicant has requested, in accordance with and pursuant to Section 150.510 of this Article, a modification of the periphery yard, floor area ratio, open space, parking, **building height**, or lot coverage requirements otherwise applicable to the Planned Development; and […]". [**Emphasis** added to signify what proposed relief triggers a public benefit for this project]

Per 150.515(C)(1) related to *Standards for Public Benefits: "General Standards.* All proposed public benefits shall be (a) commensurate with all zoning relief requested by the applicant, and (b) proportional to the anticipated impact of the proposed Planned Development on adjacent properties and land uses and on the community at large.)

Modifications. ***(Changes in italics red font (addition in underline and ~~deletion with strikethrough~~.)***
From the subdivision code, as adopted by the preliminary resolution –*:*

1. A variation from Section 151.004(A)(1) of the City Code, to allow for the creation of a lot on the Property with: (i) more than four sides; and (ii) lot lines intersecting at angles other than right angles, due to the infeasibility of establishing intersections of lot lines at right angles.
2. A variation from Section 151.008(B)(1) of the City Code to waive the requirement for the installation of sidewalks: (i) along Ridge Road adjacent to the western property line of the Property; (ii) ~~*along Old Deerfield Road adjacent to*~~

~~*the north property line of the Property;*~~ and (iii) on the Access Road.

3. A variation from Section 151.008(B)(7) of the City Code to waive the requirement that the Applicant bury underground all utility distribution lines located on public rights-of-way adjacent to the Property.

- *The Applicant proposed sidewalk along the western property line of the Property along Old Deerfield Rd., as depicted in the engineering plans, so this specific variation is no longer requested.*

From the Zoning Code (Chapter 150) and Fence Code (Chapter 173), as adopted by the preliminary resolution:

Height Modification. A modification from Section 150.704 of the Zoning Code to increase the maximum height limit: (i) for the townhomes in the Proposed Development, from 35 feet to 41 feet; and (ii) for the Proposed Clubhouse, from 15 feet to 25 feet.
Loading Space Modification. A modification from Section 150.851 of the Zoning Code to decrease the minimum required loading spaces for the Proposed Development, from two to zero.
Sign Modifications.

1. Ground Sign Modification. A modification from Section 150.2023(B) of the Zoning Code to increase the maximum permitted ground signs for the Proposed Development, from one to five; and
2. Sign Face Modification. A modification from Section 150.2023(B) of the Zoning Code to increase the maximum permitted sign faces for the Proposed Development, from two to nine.

Landscape Modifications.

1. Vehicular Use Area Landscaping Modification. A modification from Section 150.2220(C) of the Zoning Code to waive the requirement to improve vehicle use areas within the Proposed Development with landscaping.
2. ~~*Foundation Landscaping Modification. A modification from Section 150.2225 of the Zoning Code to decrease the minimum required planting area for the Proposed Development, from five feet to four feet.*~~

Environmentally Sensitive Area Modification. A modification from Section 150.520(B) of the Zoning Code to permit development of the Proposed Development within an environmentally sensitive area along the southern property line of the Property.
Driveway Access Modification. A modification from Section 150.106 of the Zoning Code to permit a portion of the Proposed Development to be developed as driveway access between the Property and a parcel of land located in the I District.
Rental Unit Distribution Modification. A modification from Section 150.2155(B) of the Zoning Code to permit 67 percent of the inclusionary housing units in the Proposed Development to be leased at a price affordable to households with gross incomes of up to 60 percent of the Chicago area median income; provided, however, that no less than half of such inclusionary housing units may be leased to households with gross incomes between 51 and 60 percent of the Chicago area median income.
Chainlink Fence. A modification from Section 173.005(G) of the Fences and Flagpoles Code to allow a chainlink fence for the north and south dogparks.

- *The Applicant indicates the foundation landscaping around new buildings will be 5' in-depth, and so this relief is no longer requested. Staff has asked the Applicant to provide update landscaping plans with 5' dimensions to verify.*
- *The Applicant is proposing chainlink fence for the two dogparks, and this need relief to the Fences and Flagpoles Code in Chapter 173.*

City Staff & Other Agency Comments.

- *Public Works - Forestry Unit:*
    1. There are no outstanding Forestry comments.
        - The Applicant must specify the materials for the Woodland Path to the City Forester's satisfaction.
- *Public Works - Engineering Division:*
    1. The Engineering Division has no outstanding comments.
        - The comments found in **Attachment 4** have been satisfied.
- *Community Development – Building Division & Fire Department:*
    1. No outstanding comments.
- *Lake County Stormwater Management Commission (SMC):*
    1. The proposed development requires a Watershed Development Permit (WDP) from the City of Highland Park in accordance with the Lake County Watershed Development Ordinance (WDO).
        - The City of Highland Park holds certification for WDO Standard Provisions, but not for Wetland Provisions. Therefore, SMC must issue written authorization for isolated wetland impacts before the City may issue the WDP.
    2. SMC received a wetland submittal on December 9, 2025, consistent with Item 1 of our July 9, 2025, email correspondence. We are awaiting the applicant's response to initial review comments (SMC #IWLC-25-1114), dated December 17, 2025. Pursuant to WDO §308, SMC has 60 days to review amended permit applications following receipt.
    3. A preliminary review indicates the plans currently posted on the City's web site depict work within wetlands that was not shown on plans submitted to SMC for initial review. SMC anticipates that the applicant will address discrepancies and submit revised plans with the wetland resubmittal.
- *Utilities:*
    1. Referral was sent to AT&T, Comcast, ComEd, and North Shore Gas Delivery. No objections have been received.

Ordinance Summary - UPDATE.

- Section One includes recitals.
- Section Two approves the Special Use Permit for the Planned Development.
- Section Three lists those plans that collectively make up the Final Development Plan. The Property must comply with the Final Development Plan, per the specific language of Section Seven Condition (A)(3).
- Section Four lists the Zoning Code and Fence Code modifications. Refer to the Summary of

Changes in Attachment 1. Also, there is a Chapter 173 Fence Code variation to allow chainlink fence for the two dog parks, a modification from Sections 173.005(F) and (G). The Plan and Design Commission considered all modifications.

- Section Five approves a Special Use Permit for a Freestanding Off-Street Parking Lot.
- Section Six approves a Final Inclusionary Housing Plan – see Exhibit O.
- Section Seven includes conditions of approval for the development.
- Sections Eight, Nine, Ten, and Eleven are for, respectively, recordation, failure to comply with conditions, amendments, and effective date.

Development Agreement Summary - UPDATE.

- Section 1 includes recitals.
- Section 2 are the definitions and rules of construction.
- Section 3 acknowledges approval of the development (if approved) and requires the 1965 restrictive covenant be amended – see DA Exhibit I.
- Section 4 addresses development of the Property. Within this section are the following:
  - A future traffic study requirement.
- Section 5 addresses the improvements, including construction schedule, connection to utilities, landscaping, lighting, right-of-way improvements, dedication and maintenance of improvements, and includes a section on noise mitigation for certain proposed townhome units.
- Section 6 concerns the construction of the development. This includes the following:
  - Rules for construction traffic route and construction vehicle parking, as well as limitations on the use of Ridge Road during construction.
  - Phasing and construction of certain improvements, including public improvements.
  - Further construction traffic management.
- Section 7 includes operational documents, including the following:
  - A covenant required regarding the north properties, regarding the sufficiency of the setbacks and buffering from the development and its structures to the north property line along the commercial properties to the north.
  - Requirements for affordable housing.
- Section 8 addresses payment of fees.
  - Addresses impact fees and School District allocation for dwelling units split by a school boundary line.
- Section 9 addresses other City fees and costs.
- Section 10 addresses performance security.
- Section 11 addresses liability and indemnity of the City.
- Section 12 addresses the nature, survival, and transfer of obligations.
- Section 13 establishes the term.
- Section 14 addresses the events of default.
- Section 15 addresses remedies for default and enforcement.
- Section 16 includes warranties and representations.
- Section 17 concludes with general provisions.

Standards of Approval.

The following provide the standards of review for this Council consideration.

- Sec. 150.1505(A) – Standards in making its recommendations to grant or its

recommendations to deny any specific application for an amendment rezoning any given parcel of land.

- Chapter 151 Subdivision – specifically, see Sec. 151.009 for granting variations and exceptions.
- Sec.150.510.B – Construction in Environmentally Sensitive Areas; a PUD standard.
- Sec. 150.520. - Site Planning Constraints and Design Standards for PUDs.
- Sec. 150.1404. – Standards for SUPs.
- Sec. 150.2125 – For Payment In-Lieu for On-Site Affordable Housing Units
- Chapter 176, Article II. – Design Review Standards

Code & Covenant Review.
These were provided for the Oct. 30, 2025 City Council meeting and are mostly the same. A few update exist. However, review **Staff Attachments 1 and 11** first, and then, for prior review, see **Attachment 13**– Supplemental Report, for code review. **Attachment 12** includes a Q & A for the project.

[1] 12.9 acres is the overall open space on the site, which includes the two tot lots, the clubhouse and swimming pool, the tree preserve, the two dog parks, and yard space, all of which is identified on the Proposed Open Space drawing. A subset of the overall open space area, 10.96 acres, is subject to the conservation easement (matching the propose R7 zoned area , running mostly within the west and south portions of the Tree Preserve identified on the same Proposed Open Space Drawing and also identified on the final plat.

[2] Refer to hyperlinks for the meeting packet, video, and minutes (if available) for any hyperlinked meeting.

[3] It is not accessory because the parking lot will be used for the Police Dept. (14 spaces) and the remaining 28 spaces abutter (easement holders) to the north.

[4] Vice Chair Nanus, Moore, Mantis, Ihnchak, and Fettner voting Aye; Chair Kerch voting Nay; and Henry absent.

[5] Vice Chair Kerch and Commissioner Henry voting nay.

[6] Commissioner Beasley was absent.

Core Priorities:
Economic Development & Vibrancy
This development will create temporary jobs, support permanent jobs, increase tax revenue, and provide additional customers for local businesses.

Environmental Sustainability
The development includes 12.9 acres of open space, of which 10.96 acres will be subject to a conservation easement.

Attachments:

1. PUD Ordinance
2. PUD Ord. - Exhibit A - Legal Description of the Property
3. PUD Ord. - Exhibit B - Site Plan
4. PUD Ord. - Exhibit C - Architectural Layout, Materials, and Unit Matrix
5. PUD Ord. - Exhibit D - Clubhouse Elevations and Renderings
6. PUD Ord. - Exhibit E - Townhouse Elevations and Renderings
7. PUD Ord. - Exhibit F - Height Exhibit
8. PUD Ord. - Exhibit G - Landscape Plan
9. PUD Ord. - Exhibit H - Final Engineering Plan
10. PUD Ord. - Exhibit I - Photometric Plan
11. PUD Ord. - Exhibit J - Site Lighting Plan
12. PUD Ord. - Exhibit K - Fire Turn Exhibit
13. PUD Ord. - Exhibit L - Police Department Property Improvement Plan
14. PUD Ord. - Exhibit M -Townhome Floor Plans
15. PUD Ord. - Exhibit N - Tree Inventory
16. PUD Ord. - Exhibit O - Inclusionary Housing Plan
17. PUD Ord. - Exhibit P - Development Agreement
18. PUD Report - Attachment 1 - Staff Attachment Summary of Changes
19. PUD Report - Attachment 2 - Public Comment
20. PUD Report - Attachment 3 - Devonshire Ct.-Ridge Rd. Crossing Review
21. PUD Report - Attachment 4 - City & CivilTech Comments
22. PUD Report - Attachment 5 - Acoustics Letter
23. PUD Report - Attachment 6 - RR-Old Deerfield Rd.- TIS Addendum
24. PUD Report - Attachment 7 - Stormwater Management Report
25. PUD Report - Attachment 8 - Map Inset Exhibit NW Parking Lot
26. PUD Report - Attachment 9 - PDC Adopted PUD, SUP & Plat Findings of Fact
27. PUD Report - Attachment 10 - Remediation Program Sched.
28. PUD Report - Attachment 11 - Staff Attachment Status of Conditions
29. PUD Report - Attachment 12 - Q & A
30. PUD Report - Attachment 13 - Supplemental Report
31. PUD Report - Attachment 14 - Construction Logistics Plan
32. PUD Report - Attachment 15 - New Public Comment

City of Highland Park

Ordinance No. _____

An Ordinance Granting a Special Use Permit
for a Planned Development and for an Off-Street Parking Lot
(1660 and 1700 Old Deerfield Road)

WHEREAS, the Habitat Company LLC ("***Developer***") is the contract purchaser of that certain parcel of real property consisting of approximately 28.61 acres, commonly known as 1660 and 1700 Old Deerfield Road, Highland Park, Illinois, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("***Property***"); and

WHEREAS, the Property is currently owned by Red Cup Land Company, LLC ("***Owner***"); and

WHEREAS, the Property is currently vacant and unimproved; and

WHEREAS, immediately prior to the consideration of this Ordinance, the City Council adopted Ordinance No. _____, rezoning all but 0.22 acres of the Property from the I District into (i) the RM1 Medium-To-High Density Residential District of the City ("***RM1 District***") and (ii) the R7 Single- and Two-Family Residential District of the City ("***R7 District***"); and

WHEREAS, the Developer intends to acquire the fee simple title to the Property and to develop 48 townhouse-style residential structures, containing a total of 227 single-family attached dwelling units, along with a clubhouse with a resort style pool and outdoor garden ("***Clubhouse***"), two tot lots, two dog parks, a maintenance building, off-street parking facilities, including a 42-parking space freestanding off-street parking lot ("***Off Street Parking Lot***") located on the east side of Old Deerfield Road across the street from the Highland Police Department building located at 1677 Old Deerfield Road, Highland Park, IL (the "***Police Department Property***"), and additional accessory residential amenities and improvements on the Property, and certain specified public benefits (collectively, the "***Development***"); and

WHEREAS, pursuant to Section 150.505(A)(5) of the "City of Highland Park Zoning Ordinance of 1997," as amended ("***Zoning Code***"), the Developer must obtain a special use permit for a planned development in order to construct the Development in the RM1 and the R7 Districts because the Development is a townhouse development consisting of more than 10 dwelling units; and

WHEREAS, pursuant to Section 150.403 and the Table of Allowable Uses of the Zoning Code, a freestanding off-street parking lot may not be operated in the RM1 District except upon issuance of a special use permit therefor; and

WHEREAS, pursuant to Articles V, XIV, XXI, and XXII of the "City of Highland Park Zoning Ordinance of 1997," as amended ("***Zoning Code***"), and Chapter 151 of "The Highland Park Code of 1968," as amended ("***City Code***"), the Developer, with the consent of the Owner, has filed an application with the City, as amended, for approval of:

(i) a special use permit in the nature of a: (1) planned development on the Property in two steps, consisting of a preliminary development plan and a final development plan; and (2) conditional use to allow the Off-Street Parking Lot;

(ii) a preliminary and a final plat of subdivision for the Property;

(iii) certain zoning modifications within the Development;

(iv) certain subdivision variances and waivers within the Development (collectively, the "***Zoning Relief***"); and

(v) an inclusionary housing plan for the Development; and

WHEREAS, a public hearing of the Housing Commission of the City of Highland Park ("***Housing Commission***") to consider approval of Final Inclusionary Housing Plan was held on October 8, 2025; and

WHEREAS, on October 8, 2025, the Housing Commission recommended to the City Council approval of an inclusionary housing plan for the Development ("***Final Inclusionary Housing Plan***"); and

WHEREAS, on October 30, 2025, the City adopted Resolution No. R129-2025, approving a preliminary development plan ("***Preliminary Plan***") and a preliminary plat of resubdivision for the Property; and

WHEREAS, on January 20, 2026, the Plan and Design Commission of the City of Highland Park ("***PDC***") convened pursuant to Section 150.540 of the Zoning Code to review the Final Development Plan for the Property (as defined in Section 3 of this Ordinance) to confirm that the Final Development Plan is in substantial conformance with the Preliminary Plan; and

WHEREAS, on January 20, 2026, the PDC adopted Findings of Fact confirming that the Final Development Plan is in substantial conformance with the Preliminary Plan and recommending to the City Council approval of the Final Development Plan; and

WHEREAS, on January 20, 2026, the PDC convened a public hearing for the sole purpose of considering approval of an additional special use permit in the nature of a conditional use permit to allow the Off-Street Parking Lot on the Property ("***Off Street Parking Lot***"), which public hearing was duly advertised on January 5, 2026, in the Lake County News-Sun newspaper; and

WHEREAS, on January 20, 2026, the PDC adopted Findings of Fact (Public Hearing No. PUD-2025-00041), recommending to the City Council approval of the Off-Street Parking Lot on the Property; and

WHEREAS, the City Council has determined that (i) the Zoning Relief and the Off-Street Parking Lot comply with the required standards for special use permits and planned developments, as set forth in Articles IV, V, XIV, and XXII of the Zoning Code and (ii) the Final Inclusionary Housing Plan complies with the required standards for inclusionary housing plans as set forth in Article XXI of the Zoning Code; and

WHEREAS, consistent with the Plan and Design Commission recommendation, the City Council has determined that it will serve and be in the best interests of the City and its residents to approve the final planned development and the Final Inclusionary Housing Plan for the Development of the Property and to grant the special use permits and zoning modifications for

the proposed planned development, all in accordance with, and subject to, the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Ordinance as the findings of the City Council.

SECTION TWO: APPROVAL OF A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Seven of this Ordinance, the City Council hereby grants a special use permit for a planned development for the Property, in accordance with, and pursuant to, Articles V and XIV of the Zoning Code and the home rule powers of the City.

SECTION THREE: APPROVAL OF A FINAL DEVELOPMENT PLAN. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Seven of this Ordinance, the final development plan for the planned development for the Property, consisting of the following documents (collectively, the "***Final Development Plan***"), is hereby approved:

A. The Site Plan, consisting of nine sheets and prepared by BSB Design, with a latest revision date of February 5, 2026, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B**;

B. The Architectural Layout, Materials, and Unit Matrix, consisting of five sheets and prepared by BSB Design, with a latest revision date of January 15, 2026 for the "Site Plan – Building Key" and of August 12, 2025 for the other four sheets, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit C**;

C. The Clubhouse Elevations and Renderings, consisting of four sheets and prepared by BSB Design, with a latest revision date of August 12, 2025, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit D**;

D. The Townhouse Elevations and Renderings, consisting of 46 sheets and prepared by BSB Design, with a latest revision date of August 25, 2025, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit E**;

E. The Height Exhibit, consisting of four sheets and prepared by BSB Design, with a latest revision date of August 25, 2025, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit F**;

F. The Landscape Plan, consisting of 30 sheets and prepared by Dickson Design Studio, with a latest revision date of February 3, 2026, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit G**;

G. The Final Engineering Plan, consisting of 64 sheets and prepared by Spaceco, with a latest revision date of January 27, 2026, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit H**;

H. The Photometric Plan, consisting of one sheet and prepared by Salas O'Brien, with a latest revision date of January 16, 2026, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit I**;

I. The Site Lighting Plan, consisting of 45 sheets and prepared by Salas O'Brien, with a latest revision date of January 16, 2026, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit J**;

J. The Fire Turn Exhibit, consisting of four sheets and prepared by Spaceco, with a latest revision date of September 16, 2025, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit K**;

K. The Police Department Property Improvement Plan, consisting of six sheets and prepared by Dickson Design Studio and Spaceco, with a latest revision date of January 30, 2026, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit L**;

L. Townhome Floor Plans, consisting of seven sheets, by BSB Design, Inc., with latest revision date of October 2025, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit M**; and

M. Tree Inventory, by Dickson Design Studio, Inc., 41 sheets, with latest revision date of December 12, 2025, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit N**.

SECTION FOUR: APPROVAL OF ZONING AND OTHER MODIFICATIONS WITHIN A PLANNED DEVELOPMENT: Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Seven of this Ordinance, the Developer's requests for the following modifications in conjunction with a special use permit for a planned development on the Property are hereby granted for, and with respect to, the Development, in accordance with and pursuant to Section 150.510 of the Zoning Code and the home rule powers of the City:

A. Driveway Modification. A modification from Section 150.106 of the Zoning Code to permit a portion of the Development to be developed as driveway access between the Property and a parcel of land located in the I District.

B. Environmentally Sensitive Area Modification. A modification from Section 150.520(B) of the Zoning Code to permit the development of a portion of the Development within an environmentally sensitive area along the southern property line the Property.

C. Height Modifications. Modifications from Section 150.704 of the Zoning Code to increase the maximum height limit for: (i) the townhomes in the Development, from 35 feet to 41 feet; and (ii) the Clubhouse, from 15 feet to 25 feet.

D. Loading Space Modification. A modification from Section 150.851 of the Zoning Code to waive the requirement for a loading space on the Property.

E. Sign Modifications. Modifications from Section 150.2023(B) of the Zoning Code to increase the maximum permitted: (i) ground signs for the Development, from one to five; and (ii) sign faces for the Development, from two to nine.

F. Vehicular Use Area Landscaping Modification. A modification from Section 150.2220(C) of the Zoning Code to waive the requirement to improve vehicle use areas within the Development with landscaping.

G. Rental Unit Modification. A modification from Section 150.2155(B) of the Zoning Code to permit 67 percent of the inclusionary housing units in the Development to be leased at a price affordable to households with gross incomes of up to 60 percent of the Chicago area median income; provided, however, that the remaining 33 percent of inclusionary housing units in the Development must be leased to households with gross incomes of up to 45 percent of the Chicago area median income.

H. Fencing Modifications. Modifications from Sections 173.005(F) and (G) of the City Code to permit the erection of chain link fences for the two dog parks to be constructed on the Property.

SECTION FIVE: APPROVAL OF SPECIAL USE PERMIT FOR FREESTANDING OFF-STREET PARKING LOT. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Seven of this Ordinance, pursuant to Articles IV and XIV of the Zoning Code and the home rule powers of the City, the City Council hereby approves the issuance of a special use permit in the nature of a conditional use to allow that portion of the Property designated as the "Off-Street Parking Lot," and identified on the Site Plan as "28 Industrial Easement Parking" and 14 General City Parking," to be used for a freestanding off-street parking lot.

SECTION SIX: APPROVAL OF A FINAL INCLUSIONARY HOUSING PLAN. Subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Seven of this Ordinance, the Final Inclusionary Housing Plan is hereby approved in the form attached to and, by this reference, made a part of this Ordinance as **Exhibit O**.

SECTION SEVEN: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code or any other rights the Developer may have, the approvals granted in Sections Two, Three, Four, Five, and Six of this Ordinance are hereby expressly subject to and contingent upon the redevelopment, use, and maintenance of the Property in compliance with each and all of the following conditions:

A. Standard Conditions.

1. Development Agreement Required and Authorized. The Developer must execute a development agreement with the City in substantially the form attached to and, by this reference, made a part of this Ordinance as **Exhibit P** ("***Development Agreement***"), which Development Agreement will govern and restrict the use and development of the Property and the construction and maintenance of the Development.

   Concurrent with the adoption of this Ordinance, the City Council will consider a resolution authorizing and directing the City Manager and the Deputy City Clerk to execute and attest, on behalf of the City, the Development Agreement upon receipt by the City Clerk of at least one original copy of the Development Agreement executed by the Developer.

Upon complete execution by all parties, the Development Agreement must be recorded with the Recording Division of the office of the Lake County Clerk.

2. Compliance with Regulations. The redevelopment, use, operation, and maintenance of the Property must comply with all applicable City codes and ordinances, as the same have been or may be amended from time to time, except to the extent specifically provided otherwise in this Ordinance or the Development Agreement.

3. Compliance with Final Development Plan. The redevelopment, use, operation, and maintenance of the Property must comply with the Final Development Plan, except: (a) minor changes and site work approved by the Director of Community Development and the City Engineer (for matters within their respective permitting authorities) in accordance with all applicable City standards; and (b) administrative approvals granted with respect to exterior design features of the Development, in accordance with Section 176.045(B)(2) of the City Code.

B. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of either the RM1 District or the R7 District, the Property may only be developed and used as follows:

1. on the RM1 portion of the Property: 48 townhouse-style residential structures, containing a total of 227 single-family attached dwelling units, and the Clubhouse, all of which will be subject to the height limitations depicted on the Townhouse Elevations and Renderings; a tot lot, a dog park, a maintenance building, off-street parking facilities, and additional accessory residential amenities and improvements; and

2. on the R7 District portion of the Property: open space, a tot lot ("***West Tot Lot***"), a dog park, lighting, a woodland path, and fencing,

all pursuant to, and in accordance with, the terms and provisions of the Development Agreement and its exhibits, including, without limitation, the development conditions set forth in this Section Seven. Development or use of the Property in a manner deviating from these conditions will be strictly prohibited.

C. The following public benefits proposed by the Developer to satisfy Section 150.515 of the Zoning Code have been included in the Final Development Plan and must be constructed or provided at the time of development of the Property and must be maintained on the Property at all times at no expense to the City:

1. improvement and dedication of a public access easement for ingress and egress over the access road running along the Union Pacific Railroad right-of-way located on the northeast part of the Property, from Richfield Road. to Old Deerfield Road ("***Access Road***");

2. construction and maintenance of the Off-Street Parking Lot, and the recordation of an access easement, in a form acceptable to the City's Corporation Counsel, for: (i) 14 parking spaces in the Off-Street Parking

Lot to enable the Highland Park Police Department and its visitors' exclusive use Monday through Friday, between the hours of 7:00 AM and 5:00 PM; and (ii) a drive aisle in the Off-Street Parking Lot to enable the Highland Park Police Department and its visitors' non-exclusive use;

3. construction and maintenance of 12 parking spaces for public use on the Access Road and the recordation of an access easement, in a form acceptable to the "City's Corporation Counsel, to enable the public's use of the parking spaces;

4. construction of sharrows to support bicycle traffic on (i) that portion of Old Deerfield Road adjacent to the Property and (ii) the Access Road;

5. construction of pedestrian crosswalks at each of the intersections of: (i) Cavell Avenue and Richfield Road; (ii) Winthrop Road and Devonshire Court; and (iii) Ridge Road and Devonshire Court;

6. construction and maintenance of the West Tot Lot on the Property, which West Tot Lot will, at all times, be accessible to the public through the recordation of an easement on the Property. The West Tot Lot must adhere to CPSC Guidelines ASTM F1487 and ASTM F2223 standards;

7. inclusion of at least four electric vehicle charging stations within the Property, accessible to the general public, in the locations depicted on the Site Plan; and

8. allowance of reasonable use of the community room to be located within the Clubhouse by the general public for public community meetings or non-profit community organizations, subject to reasonable restrictions established by the owner of the Property or its managing agent that will be established by the Developer to govern the Clubhouse.

D. The Developer must diligently pursue, in accordance with best practices, and obtain a determination of No Further Remediation for the Property issued by the Illinois Environmental Protection Agency. Evidence of receipt of the No Further Remediation determination must be submitted to the City at the appropriate timing during construction of the Development in accordance with the phasing plan required pursuant to the Development Agreement.

E. Prior to the commencement of any vertical construction on the Property, the Developer will deliver to the City Manager, in a form and substance reasonably satisfactory to the City Manager, documentation and evidence that the Developer has, or has immediate access to, sufficient funds to cover the cost of construction of the Development, which documentation will included, without limitation, a fully-executed set of documents evidencing the issuance of construction loans or other source of financing necessary for the construction of the initial phase of the Development.

F. No light fixture installed on the Property as part of the Development may exceed a correlated color temperature of 3,000 Kelvin.

G. The Developer must pay an inclusionary housing fee-in-lieu for 1.2 affordable units in the amount of $222,480.00, pursuant to Section 150.2115(A)(2)(b) of the Zoning Code and calculated based on the City's current Annual Fee Resolution.

H. Prior to the issuance of any building permit for any portion of the Property, the Developer must provide a tree preservation plan acceptable to the City Forester that includes preventative treatment plan for the two-lined chestnut borer.

I. The 12.9-acres of the Property designated as "Open Space" on the Final Development Plan must be preserved and maintained at all times as open space. That portion of the Open Space consisting of 10.96 acres and designated on the Final Development Plan as "Conservation Easement" must, prior to the issuance of any building permit for any portion of the Property, be dedicated or donated by the Developer to an entity designated by the City, in the City's sole discretion. The Conservation Easement will: (i) be subject to, and incorporate, all comments made by the Lake County Stormwater Management Commission, and (ii) allow for such encroachments as the City deems necessary to provide for a possible emergency driveway, the southernmost dog park, light poles, signage, the woodland path, and the West Tot Lot.

J. At the request of the City Council, the Developer will dedicate, at no expense to the City, land for a 26-foot wide emergency access within the Conservation Easement to the intersection of Devonshire Road and Ridge Road. The actual construction and permitting of the emergency access, if determined necessary by the City, will be at the Developer's expense.

K. The proposed woodland path to be constructed on the Property must comply with the accessibility requirements of the Americans with Disabilities Act, 42 U.S. Code §12101, with materials subject to the approval of the City Forester.

L. The height of the townhomes in the Development may not exceed: (i) 42.92 feet, as measured from the grade adjacent to the foundation of the townhome to the peak of the roof of the townhome; or (ii) 37.92 feet, as measured from the grade adjacent to the foundation of the townhome to a point that is the mean distance between the height of the peak of the roof of the townhome to the height of the eaves of the townhome.

M. The Developer must construct and maintain the proposed sidewalk located within the right-of-way abutting the property located at 1636 Old Deerfield Road, Highland Park, in a manner that minimizes impact to the existing landscaping located within the right-of-way.

N. Vehicles related to landscape maintenance and garbage collection for the Property may only access and exit the Property via the Access Road.

O. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable City codes, ordinances, resolutions, rules, or regulations, the Developer must pay to the City, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for

which demand has been made must be made by a certified or cashier's check. Further, the Developer is liable for, and must pay upon demand, all costs incurred by the City for publications and recordings required by in connection with the aforesaid matters.

SECTION EIGHT: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded in the Recording Division of the Lake County Clerk's Office. This Ordinance and the privileges, obligations, and provisions contained herein will run with the Property and inure to the benefit of, and be binding upon, the Developer and its respective heirs, personal representatives, successors, and assigns.

SECTION NINE: FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Developer to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the City, the approvals granted in Sections Two, Three, Four, and Five of this Ordinance will, at the sole discretion of the City Council, by ordinance duly adopted, be revoked and become null and void; provided, however, that the City Council may not so revoke the approvals granted in Sections Two, Three, Four, and Five unless it first provides the Developer with three months' advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the City Council. In the event of such revocation, the City Manager and Corporation Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION TEN: AMENDMENTS. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code for the granting of special use permits.

SECTION ELEVEN: EFFECTIVE DATE.

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the City Council by a majority vote in the manner required by law;

2. Publication in pamphlet form in the manner required by law;

3. Receipt by the City Clerk of evidence, in the form of a written title report issued by an Illinois title insurance company, that fee simple title to all of the Property has been conveyed to the Developer;

4. Recordation of this Ordinance, together with such exhibits as the City Clerk deems appropriate for recordation, with the Recording Division of the Lake County Clerk's Office;

5. Passage and approval of a resolution by a majority of the members of the City Council, in the manner provided by law, authorizing the execution of the Development Agreement; and

6. Execution by the Developer of the Development Agreement, and delivery to the City of the executed Development Agreement, within 90 days after the passage of this Ordinance.

B. In the event that the Developer does not deliver fully executed copies of the Development Agreement within 90 days after the date of final passage of this Ordinance by the City Council, as required by Section 11.A.6 of this Ordinance, the City Council has the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURES ON FOLLOWING PAGE]

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

Legal Description of the Property

PARCEL 1:

LOTS 10 THROUGH 13. BOTH INCLUSIVE, IN DEER-RIDGE INDUSTRIAL SUBDIVISION, BEING PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 1968 AS DOCUMENT NO. 1402659, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOTS 2 AND 3 IN CHERRY'S RESUBDIVISION, BEING PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1971 AS DOCUMENT NO. 1489161, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

Site Plan

EXHIBIT C

Architectural Layout, Materials, and Unit Matrix

DRAFT

EXHIBIT D

Clubhouse Elevations and Renderings

DRAFT

EXHIBIT E

Townhouse Elevations and Renderings

DRAFT

EXHIBIT F

Height Exhibit

DRAFT

EXHIBIT G

Landscape Plan

DRAFT

EXHIBIT H

Final Engineering Plan

DRAFT

EXHIBIT I

Photometric Plan

DRAFT

EXHIBIT J

Site Lighting Plan

DRAFT

EXHIBIT K

Fire Turn Exhibit

DRAFT

EXHIBIT L

Police Department Property Improvement Plan

DRAFT

EXHIBIT M

Townhome Floor Plans

DRAFT

EXHIBIT N

Tree Inventory Plan

DRAFT

EXHIBIT O

Inclusionary Housing Plan

DRAFT

EXHIBIT P

Development Agreement

DRAFT

EXHIBIT A

Legal Description of the Property

The subject property, commonly known as 1660 and 1700 Old Deerfield Road, Highland Park, IL, is legally described as:

Parcel 1:
Lots 10 Through 13, Both Inclusive, In Deer-Ridge Industrial Subdivision, Being Part Of Section 27, Township 43 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded November 27, 1968 As Document No. 1402659, In Lake County, Illinois.

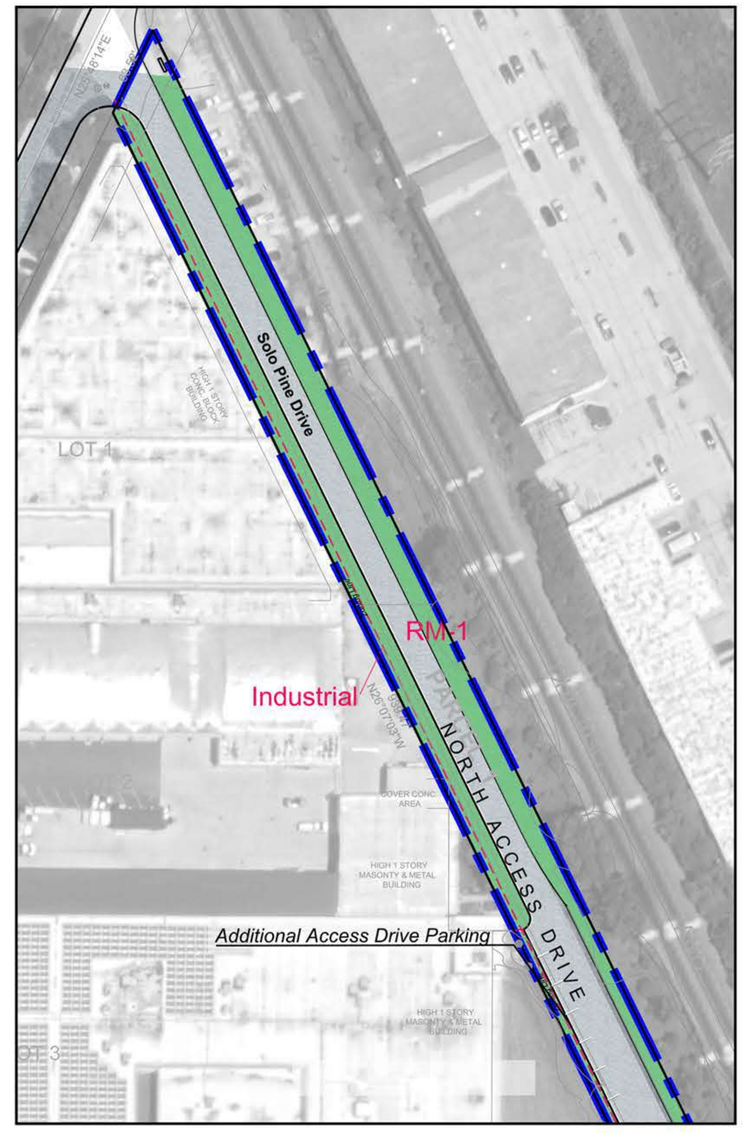
Parcel 2:
Lots 2 And 3 In Cherry's Resubdivision, Being Part Of Section 27, Township 43 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded January 29, 1971 As Document No. 1489161, In Lake County, Illinois.

PINs: 1627302009; 1627302008; 1627401003; 1627401002; 1627401001; 1627122001; 1627302007; 1627302006; and 1627302005

EXHIBIT B

Site Plan





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Site Illustrative Plan
HIGHLAND PARK TOWNHOMES
Highland Park, IL

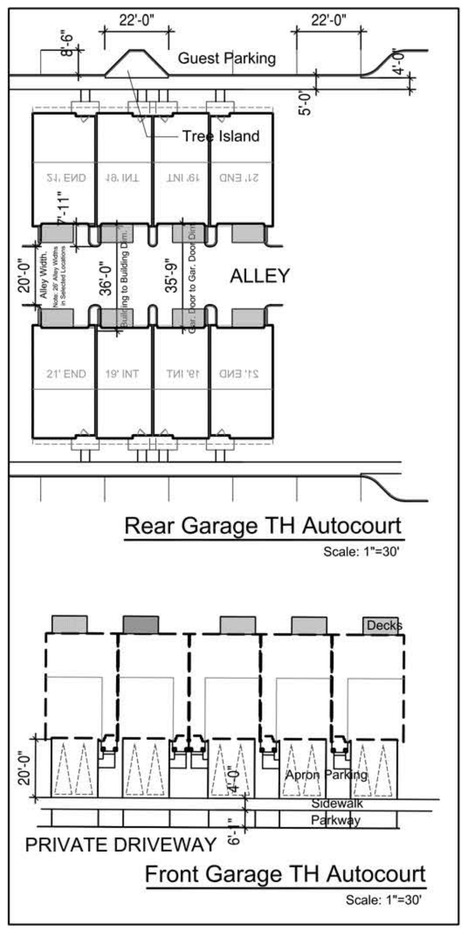
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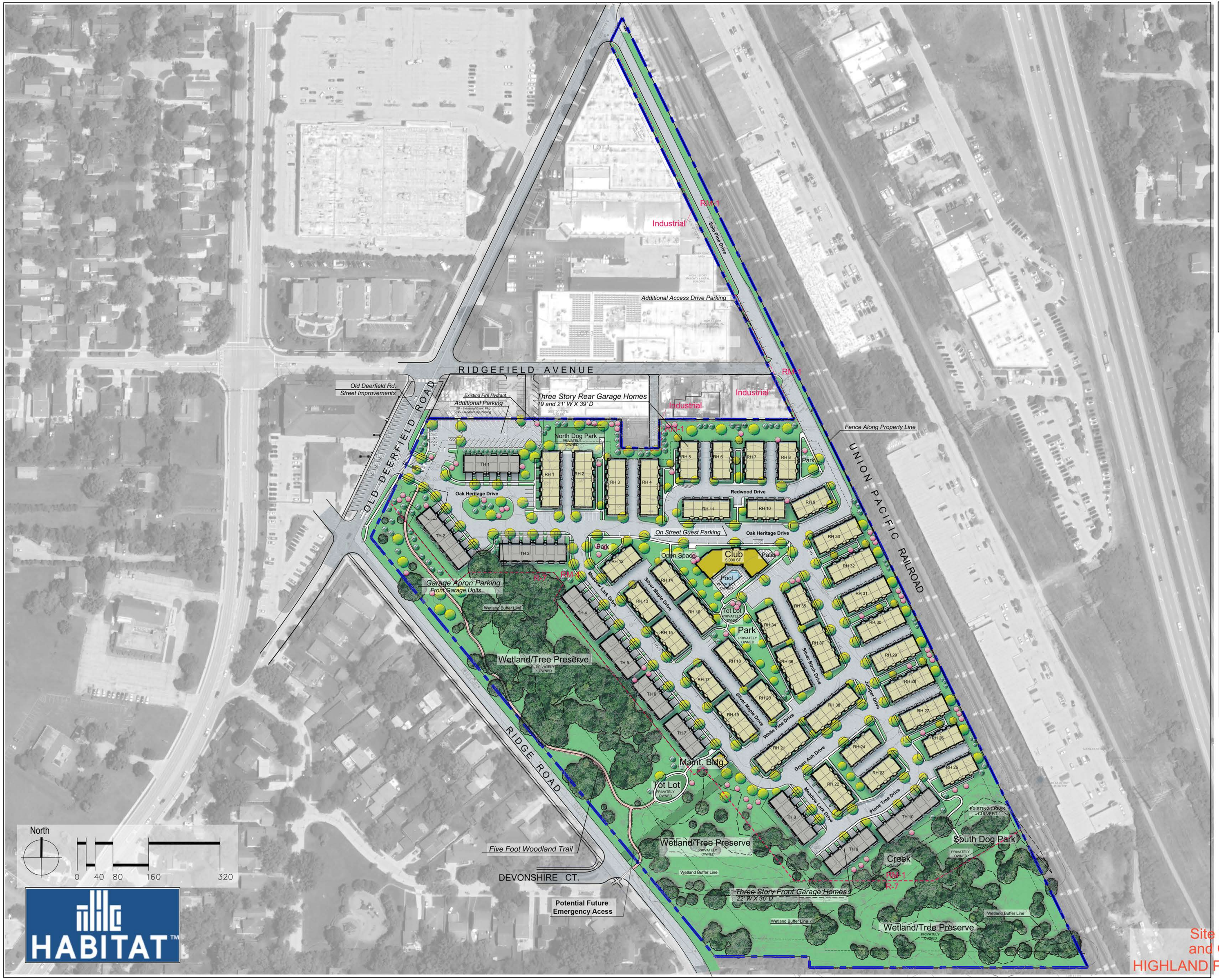
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QUANTATIVE SUMMARY	
Three St. Rear Garage TH	177 Homes
Three St. Front Garage TH	50 Homes
Total Homes	227 Homes
Site Area	
RM-1 (Gross Bldg. Area)	839,509 sf
RM-1 (Driveway Area)	118,068 sf
RM-1 (Net Area)	721,441 sf
RM-7 (Net Area)	397,421 sf
INDUSTRIAL	9,505 sf
Total Site Area	1,246,435 sf (28.6 Ac.)
Total Open Space	561,141 sf (45.0%)
Proposed Density	
Total Units	227
SF Lot Area/Unit Proposed (RM-1)	3,178 SF
SF Lot Area/Unit Req. (RM-1)	2,904 SF
Coverage Calculations	
IMPERVIOUS COVERAGE (Tot. Site-R-7/Ind. /RM-1)	
Total Impervious Coverage:	537,786 SF (12.35 acres) .43

PARKING	TOTAL
Garages (All Units Two Car)	454 (2:1 Ratio)
*Garage Apron	100
Internal Surface Parking	107
Parking Subtotal	661 (2.92:1 Ratio)
Public Parking Parking Lot	14
Private Easement Parking Lot	28
Access Drive Parking	12
Parking Total	715
*Front Garage Units	



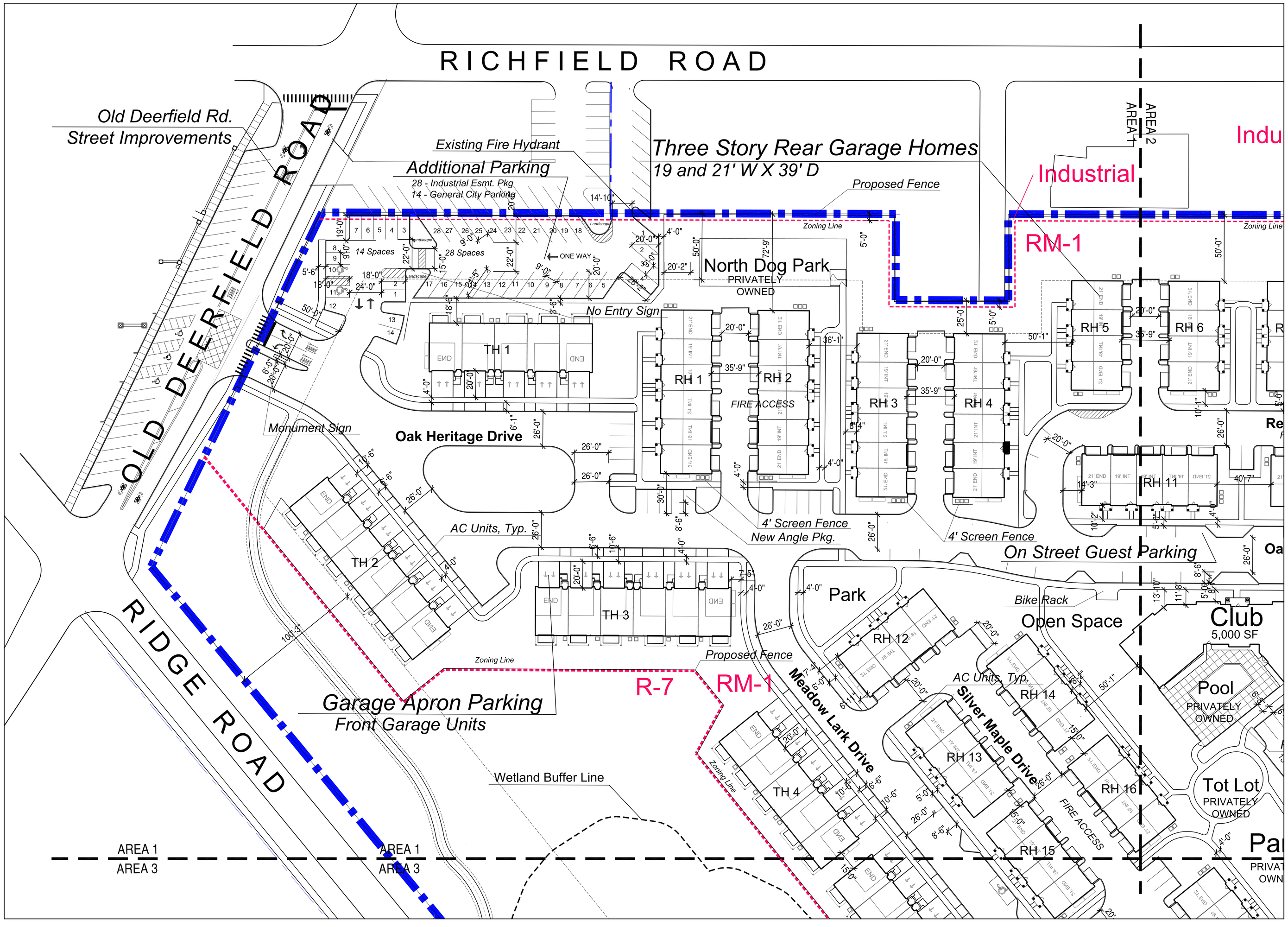


Site Illustrative Plan and Quantative Summary
HIGHLAND PARK TOWNHOMES
Highland Park, IL

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Date: February 5, 2026



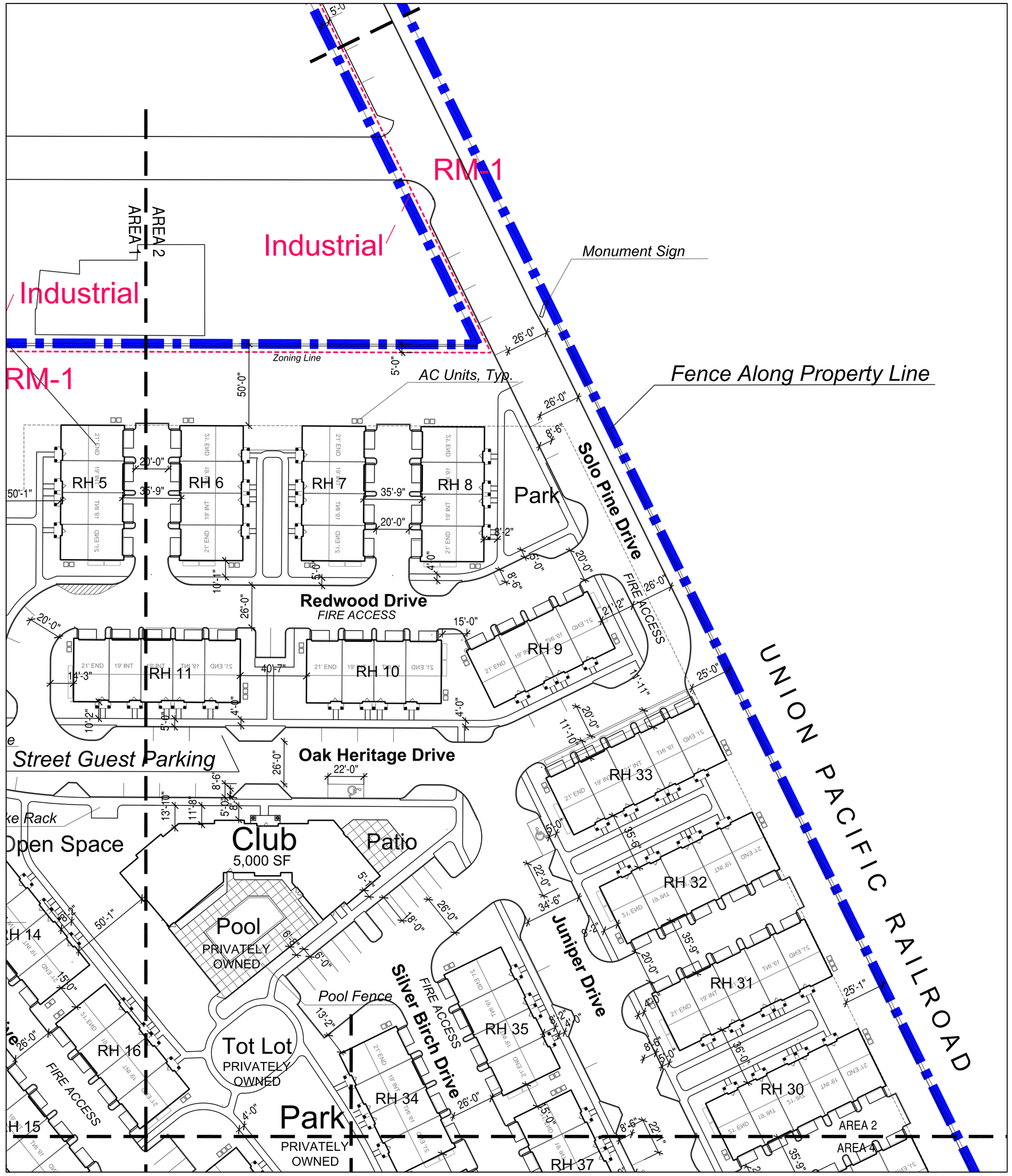
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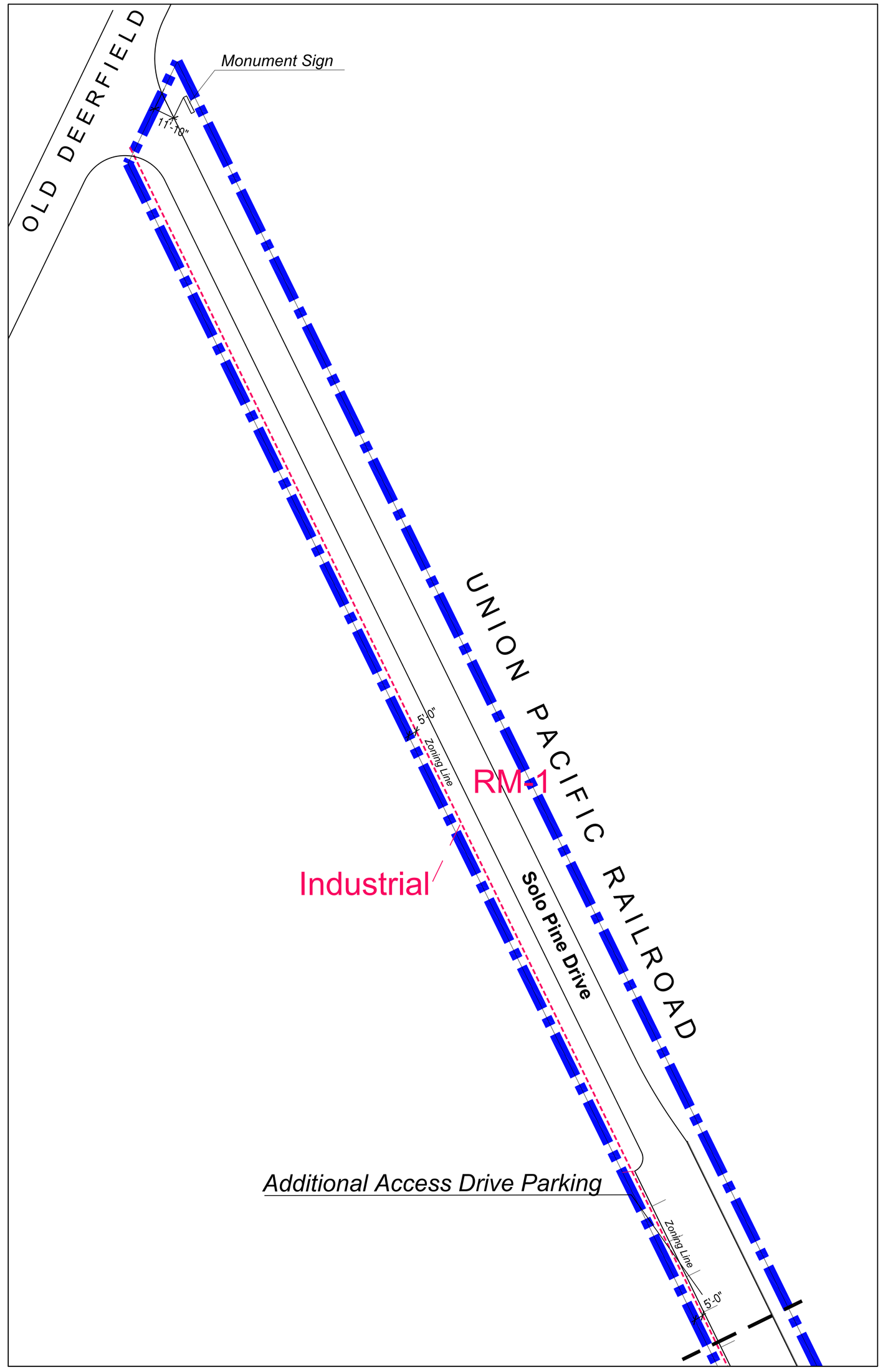
Site Dimension Plan- Area One
HIGHLAND PARK TOWNHOMES
Highland Park, IL

Date: January 22, 2026

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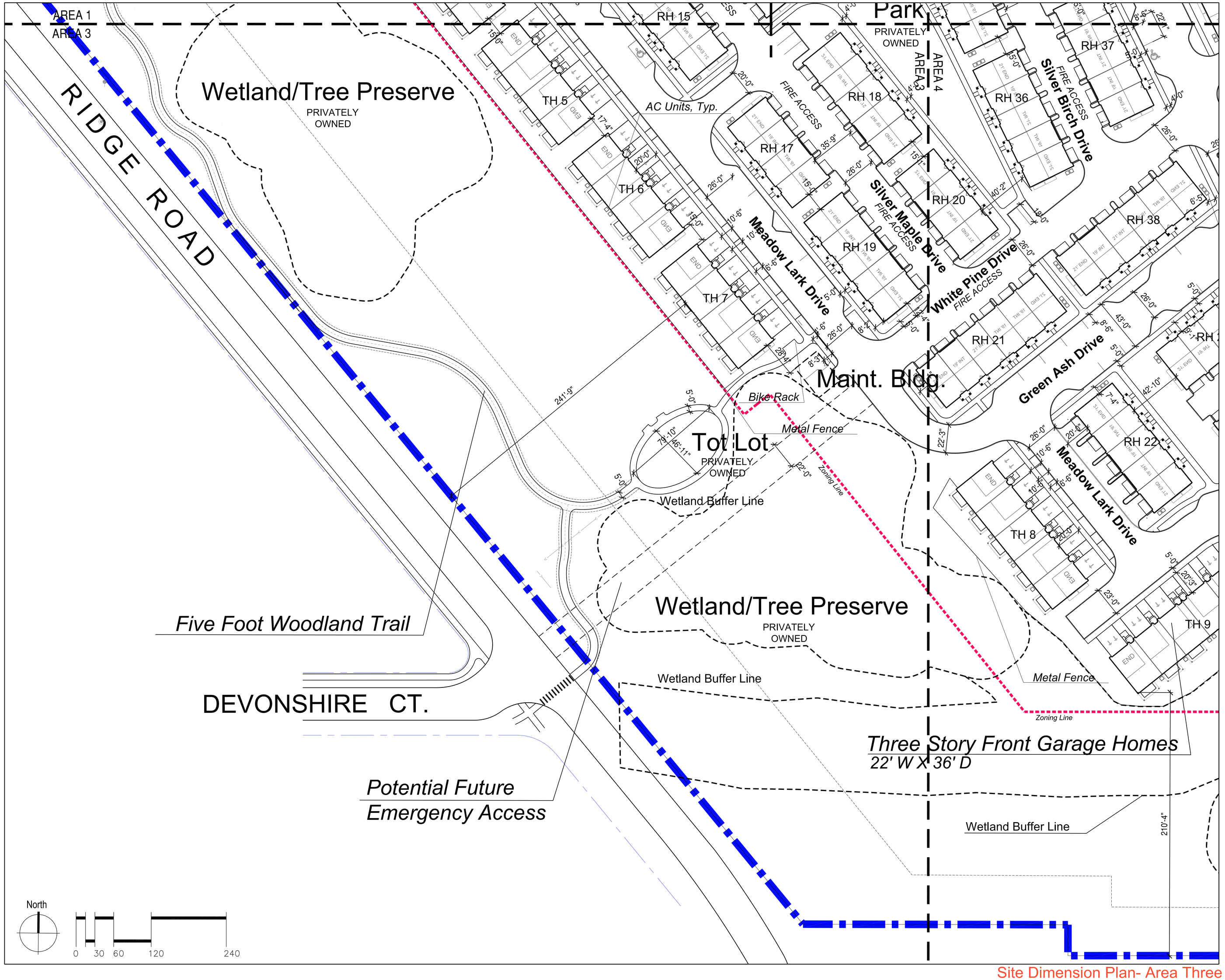
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Site Dimension Plan- Area Two
HIGHLAND PARK TOWNHOMES
Highland Park, IL

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Date: **January 22, 2026**



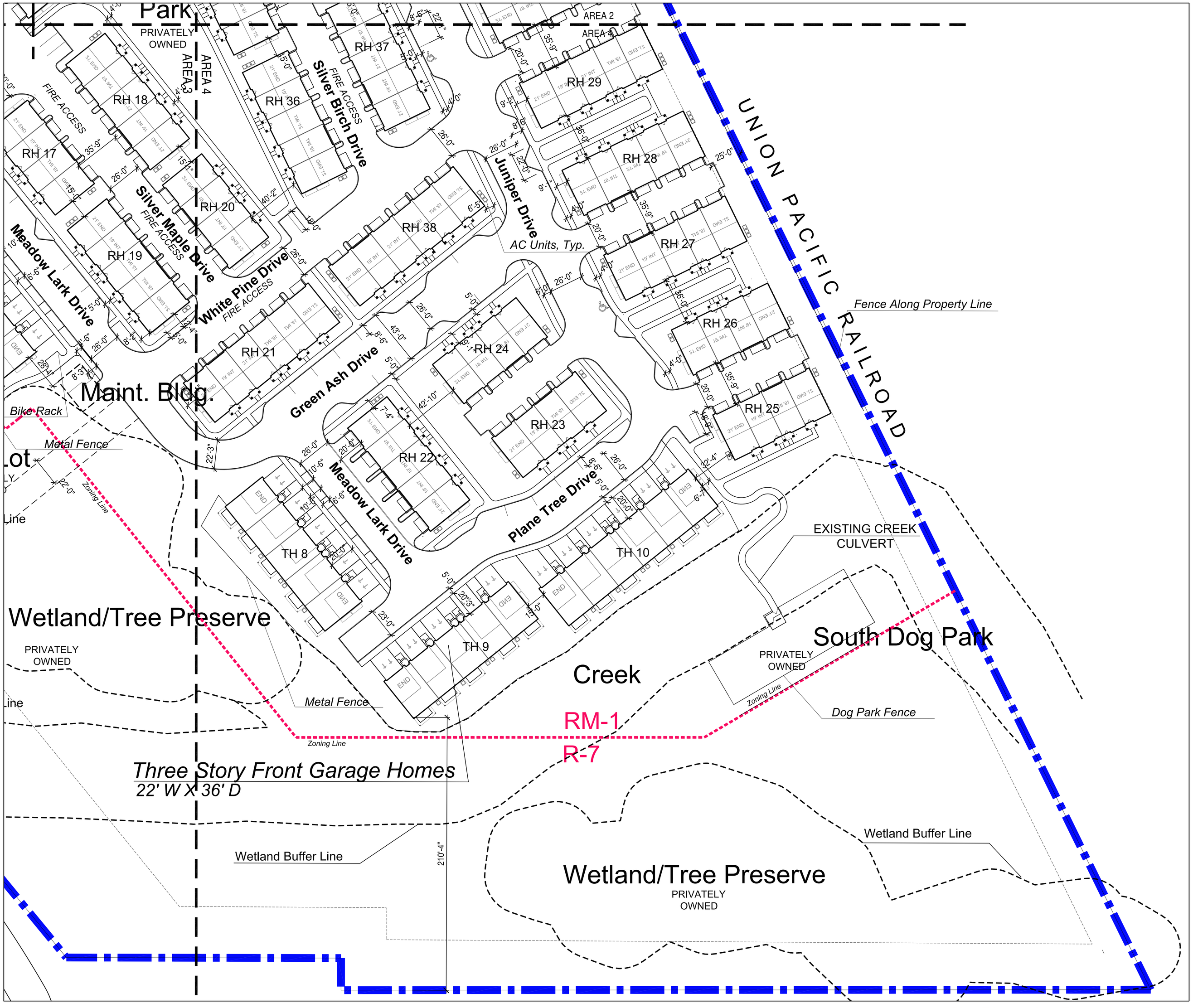
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Site Dimension Plan- Area Three
HIGHLAND PARK TOWNHOMES
Highland Park, IL

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Date: **January 22, 2026**



Site Dimension Plan- Area Four
HIGHLAND PARK TOWNHOMES
Highland Park, IL

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Date: **January 22**, 2026

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Proposed Open Space
HIGHLAND PARK TOWNHOMES
Highland Park, IL

Date: January 22, 2026

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26’ Wide Aerial Apparatus Lanes

North

0 40 80 160 320

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Aerial Appartus Staging Plan
HIGHLAND PARK TOWNHOMES
Highland Park, IL

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Date: January 22, 2026

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North

0 40 80 160 320

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Proposed Construction Phasing
HIGHLAND PARK TOWNHOMES
Highland Park, IL

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Date: February 5, 2026

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EXHIBIT C

Architectural Layout, Materials, and Unit Matrix



Color Palette A - Front Load Towns



Color Palette B - Rear Load Rows



Color Palette C - Front Load Towns



Color Palette A - Rear Load Rows



Color Palette B - Front Load Towns



Color Palette C - Rear Load Rows



HABITAT
Chicago, IL

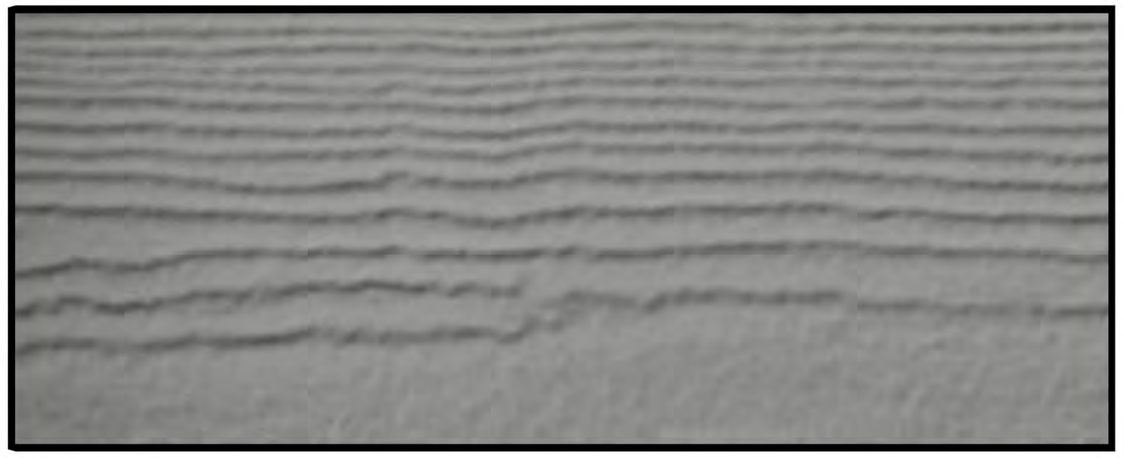
Site Plan - Building Key

Highland Park Townhomes
Highland Park, IL

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January 15, 2026 | 25-0030



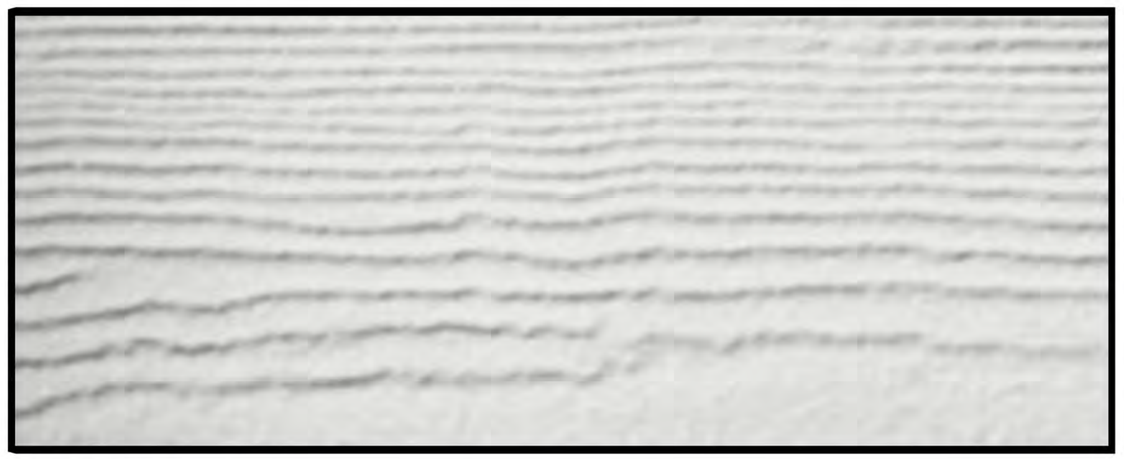
Siding A:
James Hardie *“Gray Slate” (or Approved Equal)*



Standing-Seam Metal
“Matte Black” (or Approved Equal)



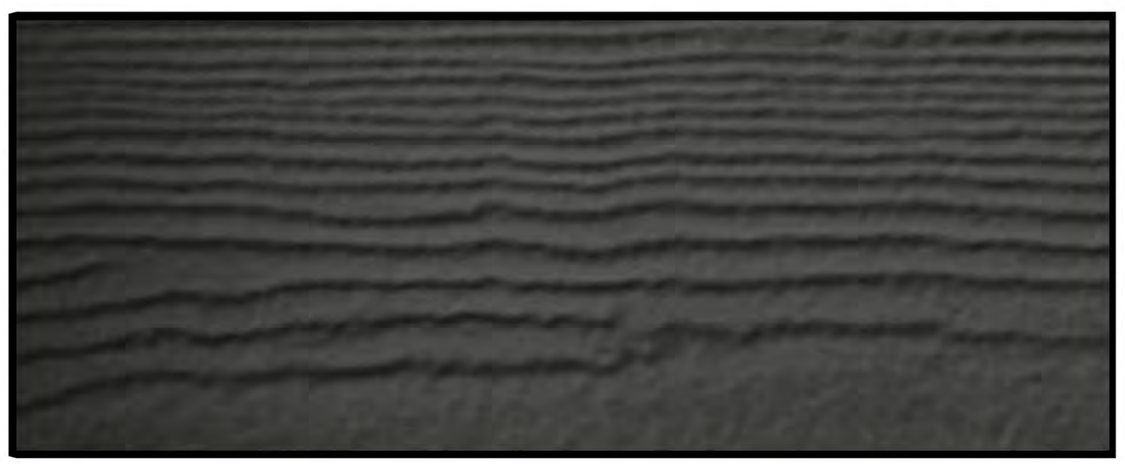
Architectural Asphalt Shingles
Owens Corning *“Onyx Black” (or Approved Equal)*



Siding B:
James Hardie *“Arctic White” (or Approved Equal)*



Engineered Wood Column



Trim A:
James Hardie *“Iron Gray” (or Approved Equal)*

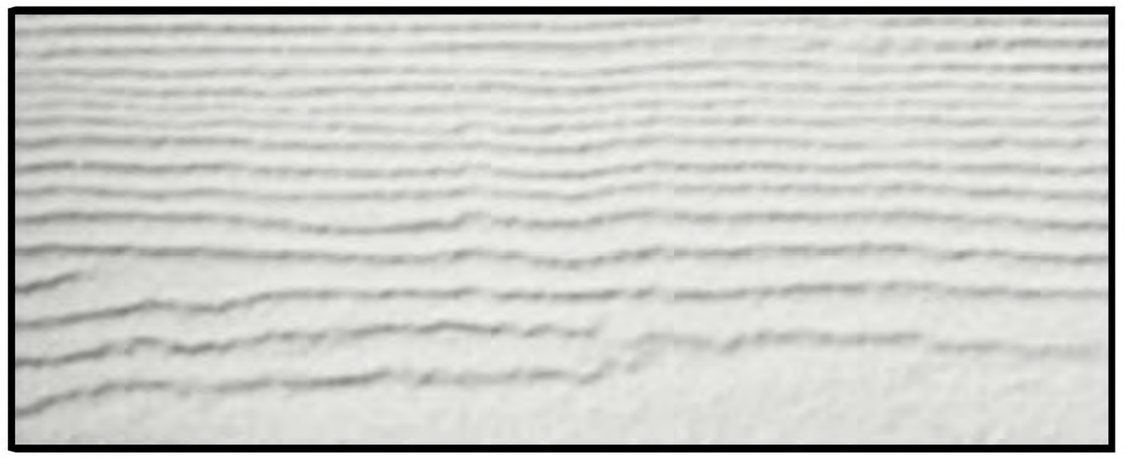


Doors & Windows
“Black” (or Approved Equal)



Brick Veneer
Glen-Gery *“Titanium Metallix” (or Approved Equal)*

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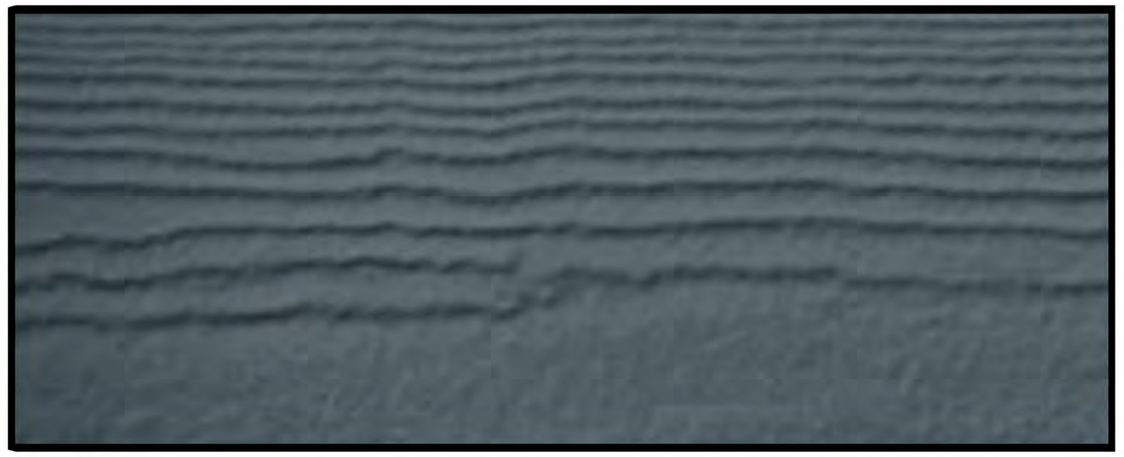
Siding A:
James Hardie *“Arctic White” (or Approved Equal)*



Standing-Seam Metal
“Matte Black” (or Approved Equal)



Architectural Asphalt Shingles
Owens Corning *“Onyx Black” (or Approved Equal)*



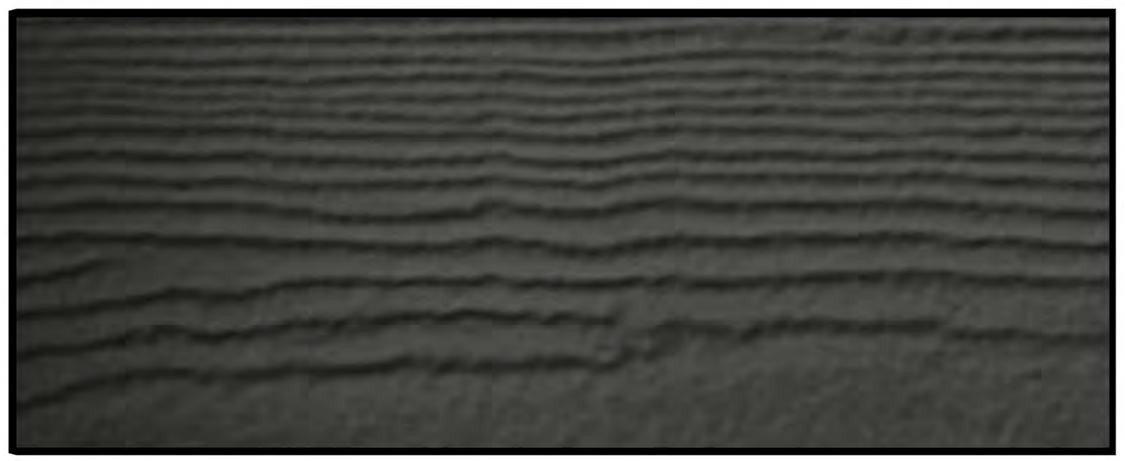
Siding B:
James Hardie *“Evening Blue” (or Approved Equal)*



Engineered Wood Column



Brick Veneer
Glen-Gery *“Titanium Metallix” (or Approved Equal)*

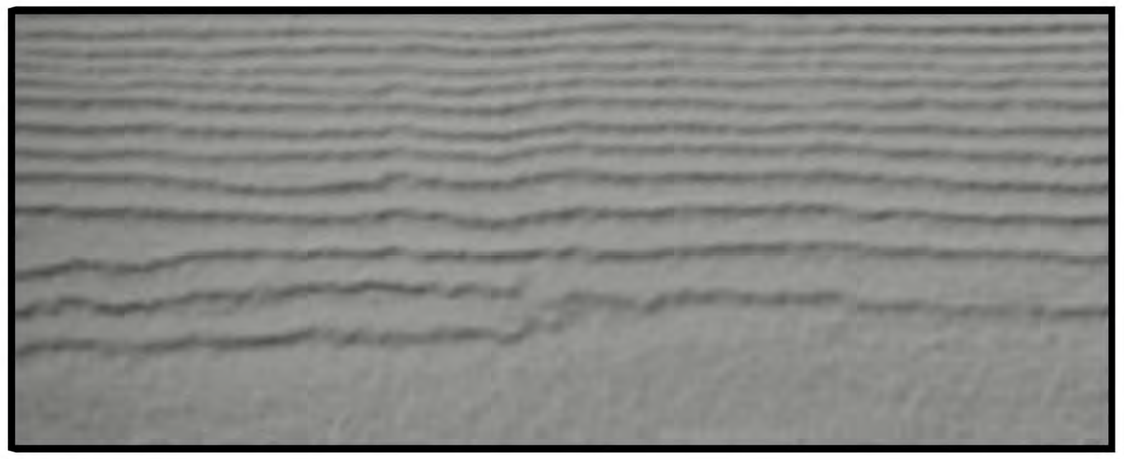


Trim A:
James Hardie *“Iron Gray” (or Approved Equal)*



Doors & Windows
“Black” (or Approved Equal)

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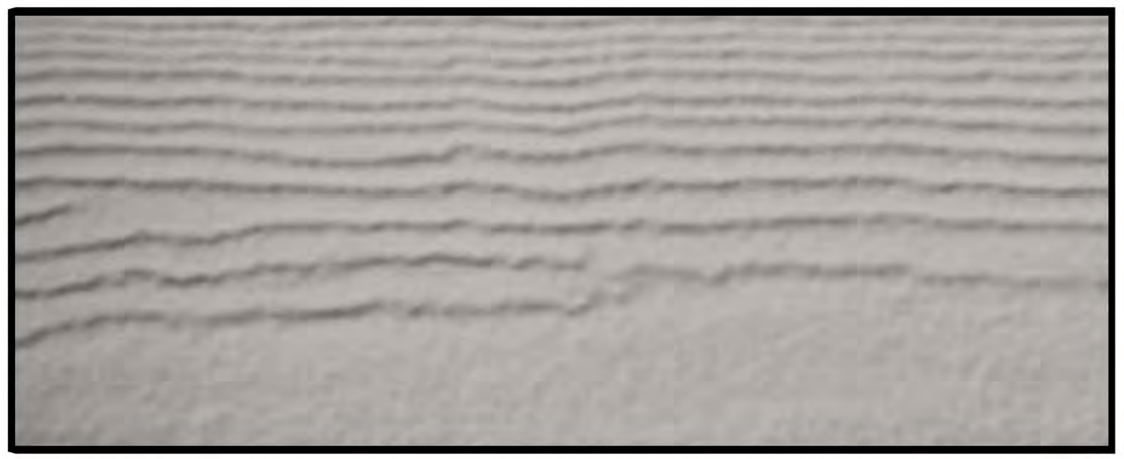
Siding A:
James Hardie *“Gray Slate” (or Approved Equal)*



Standing-Seam Metal
“Matte Black” (or Approved Equal)



Architectural Asphalt Shingles
Owens Corning *“Onyx Black” (or Approved Equal)*



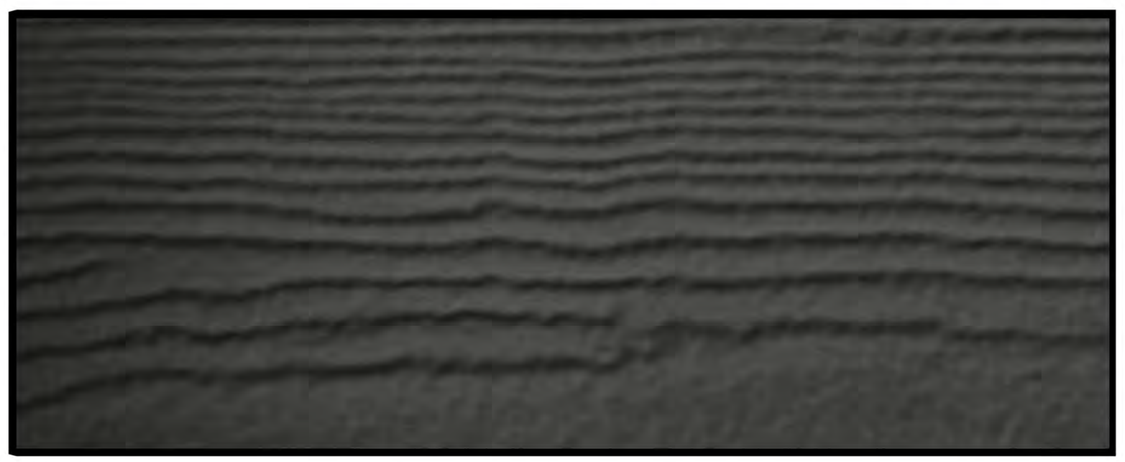
Siding B:
James Hardie *“Pearl Gray” (or Approved Equal)*



Engineered Wood Column



Brick Veneer
Glen-Gery *“Aspen White” (or Approved Equal)*



Trim A:
James Hardie *“Iron Gray” (or Approved Equal)*



Doors & Windows
“Black” (or Approved Equal)

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Highland Park Townhomes — Habitat Company

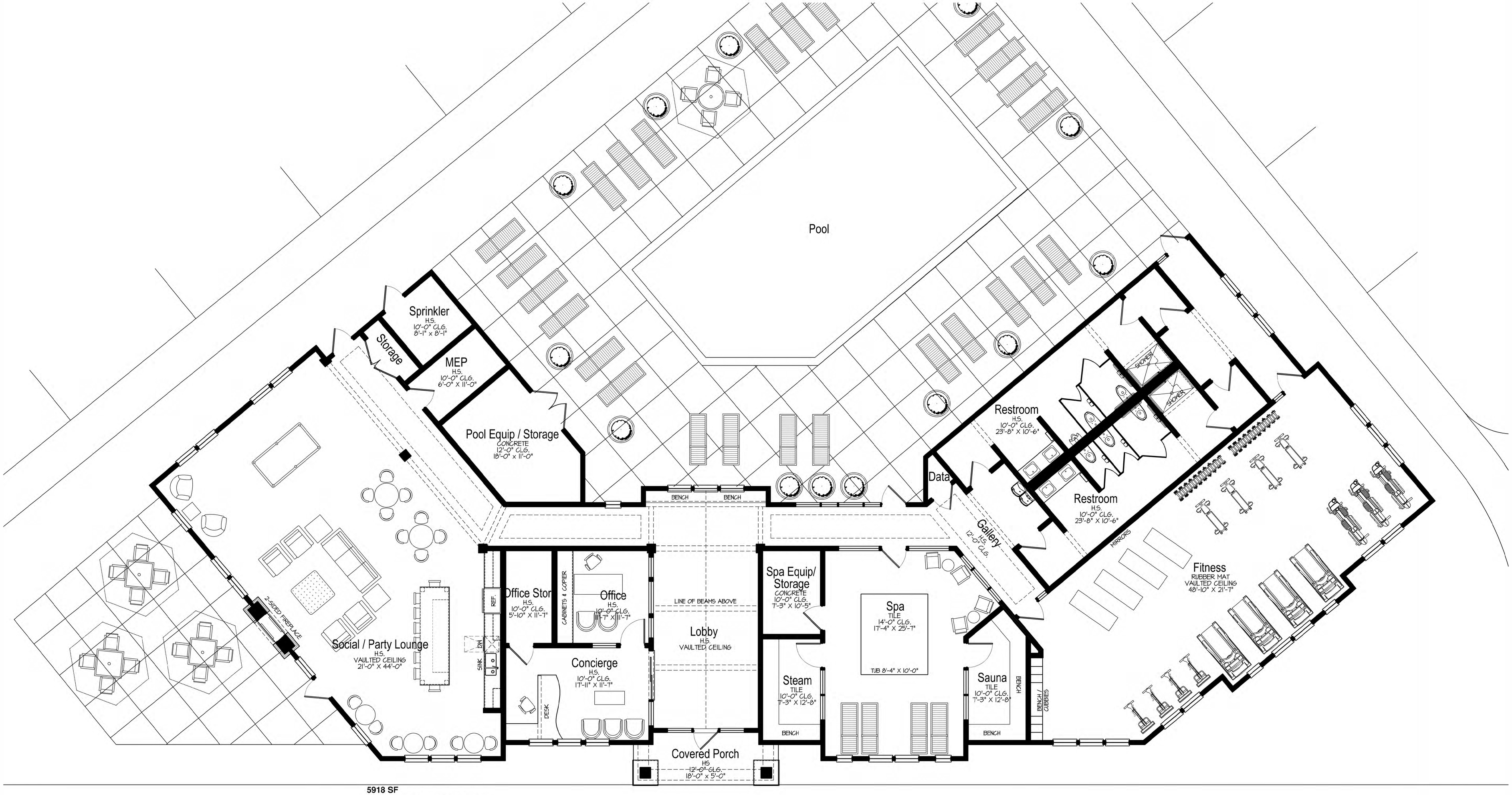
Date	5-Sep-25
Phase	Schematic Design

Unit	Description	NRSF (sf)	Garage (sf)	GSF (sf)	Unit Count		Total NRSF	Total GSF	Notes:
					Total	Percent			
Townhome Units									
Plan A	2 Bed / 2.5 Bath	1,787	397	2,184	51	22.47%	91,137	111,384	Rear-Load Garage
Plan A2 - Affordable	2 Bed / 2.5 Bath	1,787	397	2,184	12	5.29%	21,444	26,208	Rear-Load Garage. 35% 2-BR for Affordable Units
Plan A3 - Affordable	3 Bed / 2.5 Bath	1,826	397	2,223	22	9.69%	40,172	48,906	Rear-Load Garage. 65% 3-BR for Affordable Units
Plan B - Interior/End	3 Bed / 3.5 Bath	2,014	438	2,452	92	40.53%	185,288	225,584	Rear-Load Garage
Plan C - Interior	3 Bed / 3.5 Bath	2,209	404	2,613	30	13.22%	66,270	78,390	Front-Load Garage
Plan C - End	3 Bed / 3.5 Bath	2,224	404	2,628	20	8.81%	44,480	52,560	Front-Load Garage
Total Townhome Units					**227**	**100.00%**	**448,791**	**543,032**	
Totals					**227**	**100.00%**	**448,791**	**543,032**	
							1977	2392	
							Mean NRSF	**Mean GSF**	

NRSF:	Measured to exterior face of stud at exterior and to centerline of demising wall; including all stair openings but **excluding garage.**
GSF:	Total buildable square footage including NRSF and garage.

EXHIBIT D

Clubhouse Elevations and Renderings



5918 SF

Main Floor Plan

SCALE: 3/16"=1'-0"

HABITAT
Chicago, IL

Clubhouse Concept

Highland Park Townhomes

Highland Park, IL

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Front Elevation:
Scale: 3/16" = 1'-0"



Left Elevation:
Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Clubhouse Concept

Highland Park Townhomes
Naperville, Illinois

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Rear Elevation:
Scale: 3/16" = 1'-0"



Right Elevation:
Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Clubhouse Concept

Highland Park Townhomes
Naperville, Illinois

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HABITAT
Chicago, IL

Character Perspective
Clubhouse Building

Highland Park Townhomes
Highland Park, IL

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EXHIBIT E

Townhouse Elevations and Renderings

HABITAT
Chicago, IL

Character Perspective - Palette A
3-Story Rearload Townhomes

Highland Park Townhomes
Highland Park, IL

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HABITAT
Chicago, IL

Character Perspective - Palette B
3-Story Rearload Townhomes

Highland Park Townhomes
Highland Park, IL

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HABITAT
Chicago, IL

Character Perspective - Palette C
3-Story Rearload Townhomes

Highland Park Townhomes
Highland Park, IL

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HABITAT
Chicago, IL

Character Perspective - Palette A
3-Story Frontload Townhomes

Highland Park Townhomes
Highland Park, IL

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HABITAT
Chicago, IL

Character Perspective - Palette B
3-Story Frontload Townhomes

Highland Park Townhomes
Highland Park, IL

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HABITAT
Chicago, IL

Character Perspective - Palette C
3-Story Frontload Townhomes

Highland Park Townhomes
Highland Park, IL

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HABITAT
Chicago, IL

Streetscape Perspective
Entry Drive

Highland Park Townhomes
Highland Park, IL

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HABITAT
Chicago, IL

Streetscape Perspective
Typical Private Drive

Highland Park Townhomes
Highland Park, IL

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Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Rowhome Building Elevations
Building Type 1: B-A3-A-B (Color Palette "A")

Highland Park Townhomes
Naperville, Illinois

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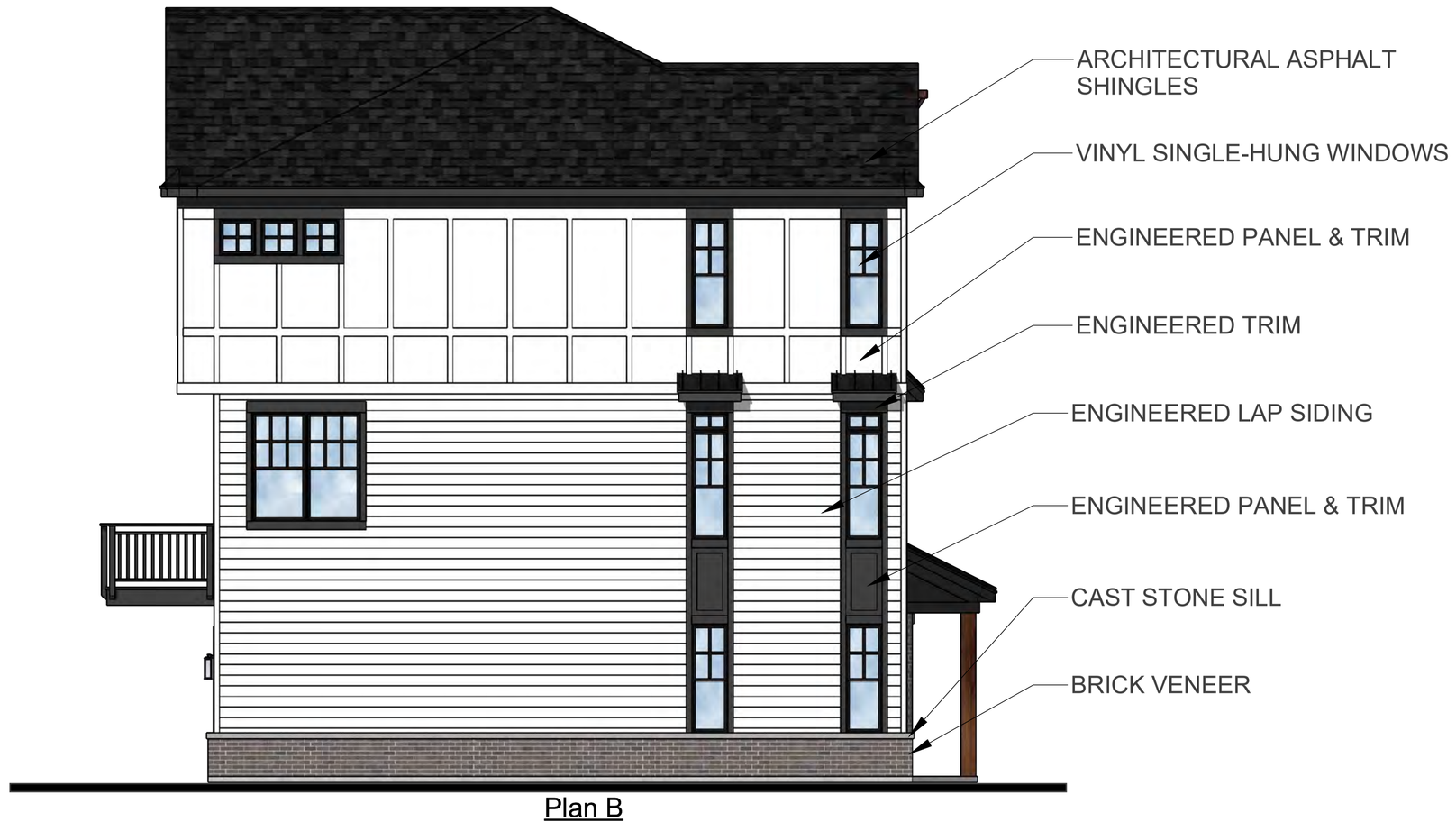
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Plan B

Right Elevation

Scale: 3/16" = 1'-0"



Plan B

Left Elevation

Scale: 3/16" = 1'-0"



Plan B | Plan A | Plan A3 *(Affordable)* | Plan B

Rear Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Rowhome Building Elevations
Building Type 1: B-A3-A-B (Color Palette "A")

Highland Park Townhomes
Naperville, Illinois

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Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Rowhome Building Elevations
Building Type 1: B-A3-A-B (Color Palette "B")

Highland Park Townhomes
Naperville, Illinois

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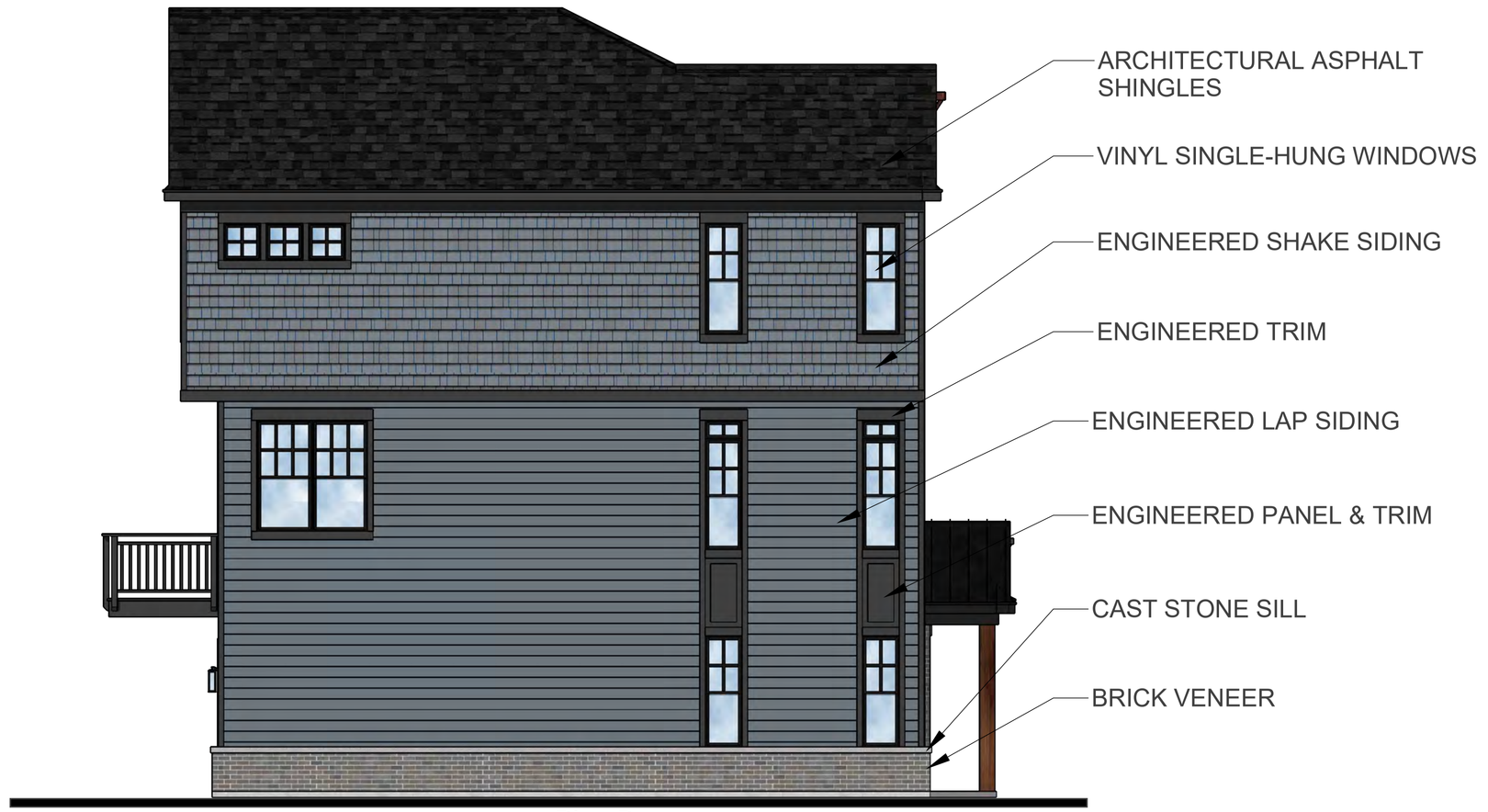
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Plan B

Right Elevation

Scale: 3/16" = 1'-0"



Plan B

Left Elevation

Scale: 3/16" = 1'-0"



Plan B | Plan A | Plan A3 *(Affordable)* | Plan B

Rear Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Rowhome Building Elevations
Building Type 1: B-A3-A-B (Color Palette "B")

Highland Park Townhomes

Naperville, Illinois

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Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Rowhome Building Elevations
Building Type 1: B-A3-A-B (Color Palette "C")

Highland Park Townhomes
Naperville, Illinois

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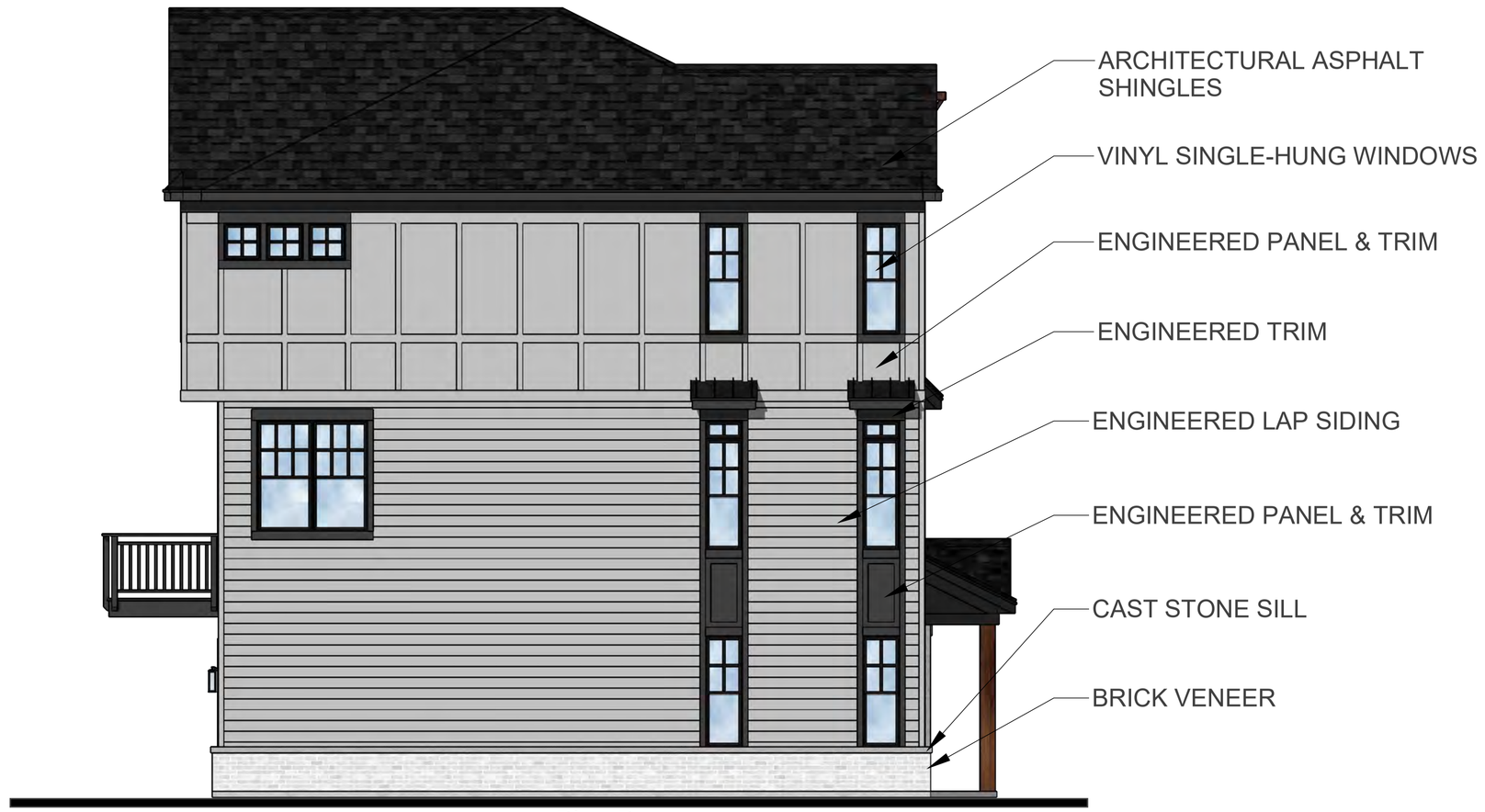
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Plan B

Right Elevation

Scale: 3/16" = 1'-0"



Plan B

Left Elevation

Scale: 3/16" = 1'-0"



Plan B | Plan A | Plan A3 *(Affordable)* | Plan B

Rear Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Rowhome Building Elevations
Building Type 1: B-A3-A-B (Color Palette "C")

Highland Park Townhomes
Naperville, Illinois

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Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 2: B-A-A3-A-B (Color Palette "A")

Highland Park Townhomes
Naperville, Illinois

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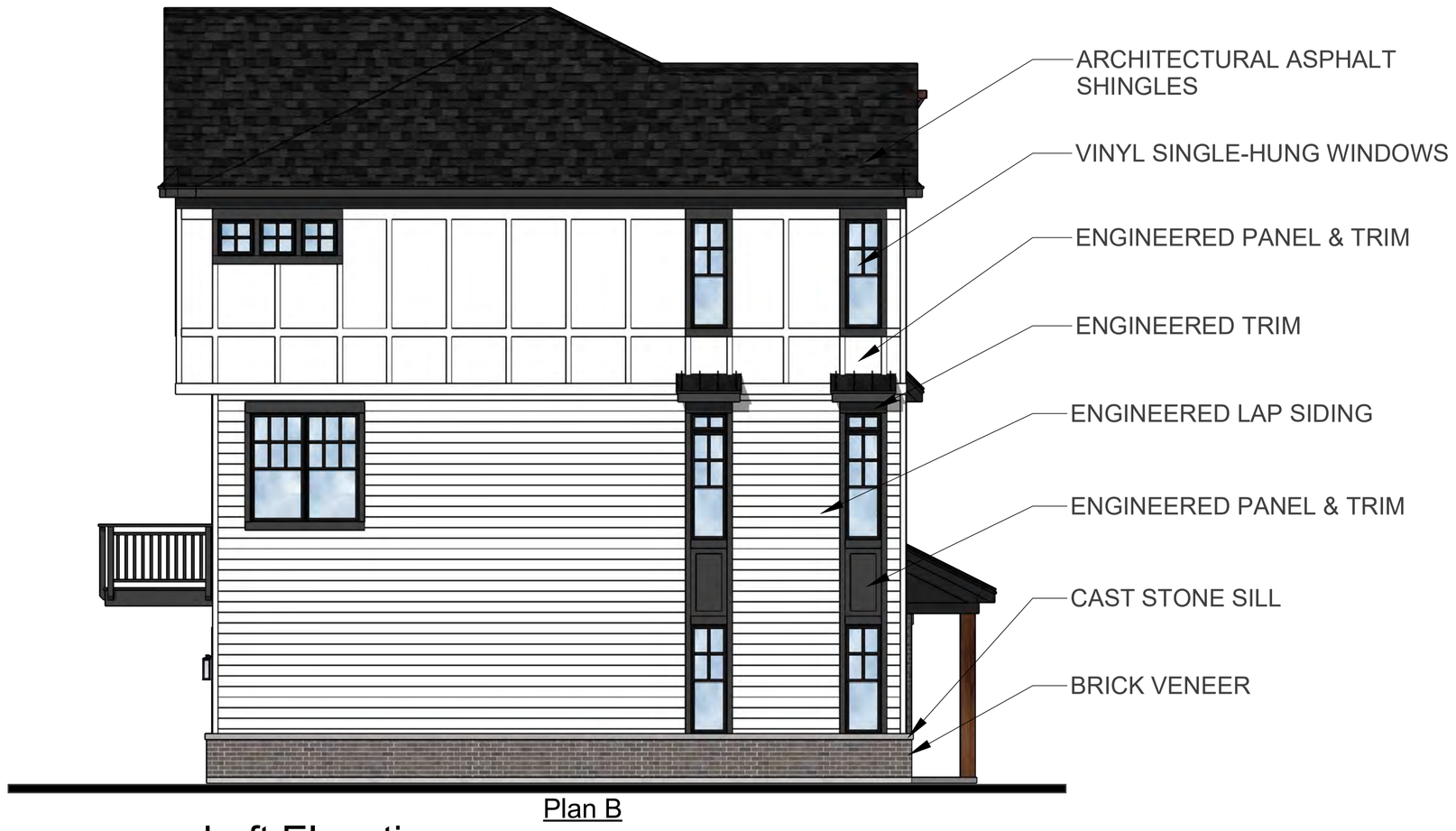
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Right Elevation

Scale: 3/16" = 1'-0"



Left Elevation

Scale: 3/16" = 1'-0"



Rear Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 2: B-A-A3-A-B (Color Palette "A")

Highland Park Townhomes

Naperville, Illinois

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Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 2: B-A-A3-A-B (Color Palette "B")

Highland Park Townhomes
Naperville, Illinois

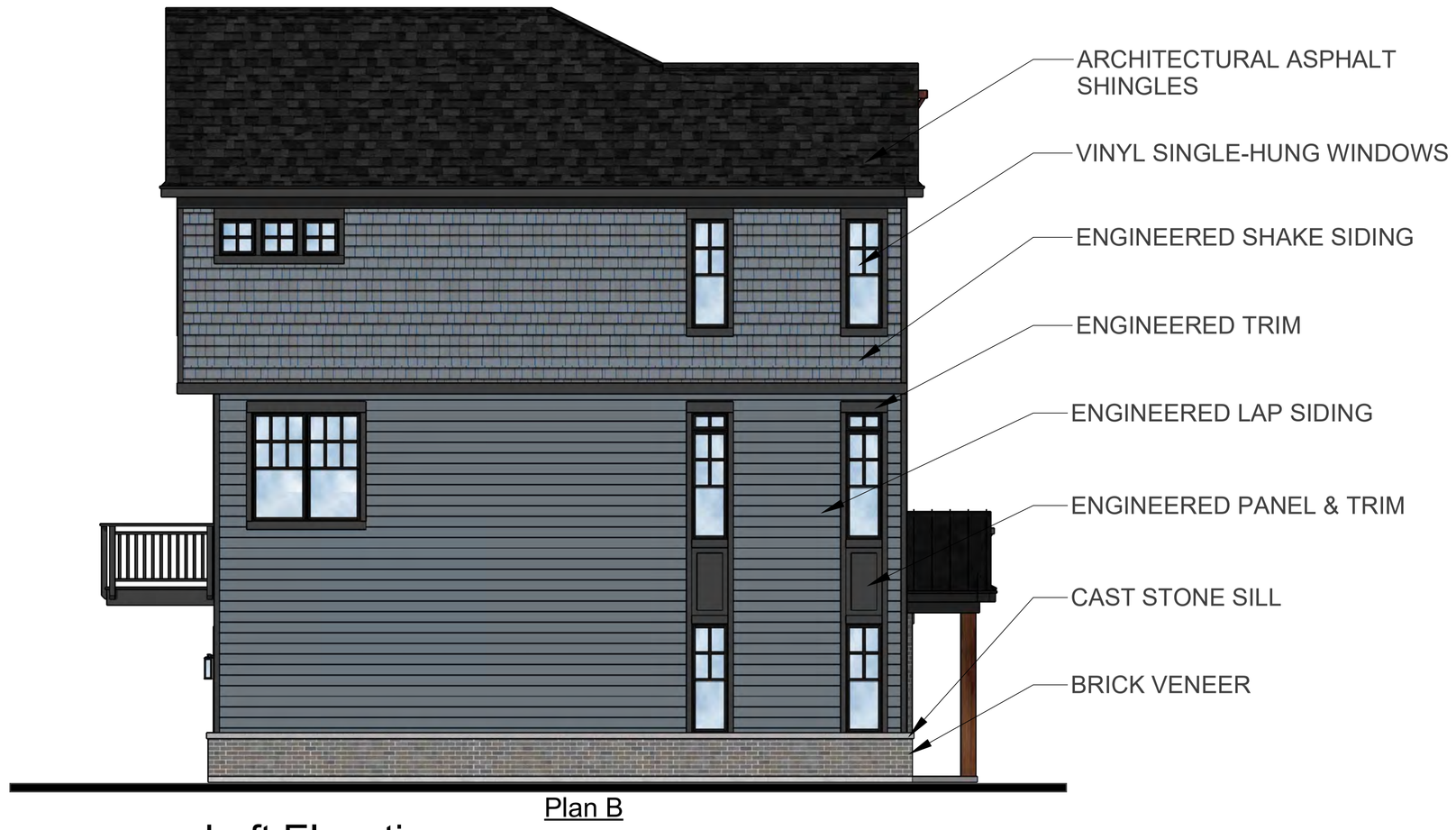
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Right Elevation
Scale: 3/16" = 1'-0"



Left Elevation
Scale: 3/16" = 1'-0"



Rear Elevation
Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 2: B-A-A3-A-B (Color Palette "B")

Highland Park Townhomes
Naperville, Illinois

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Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 2: B-A-A3-A-B (Color Palette "C")

Highland Park Townhomes
Naperville, Illinois

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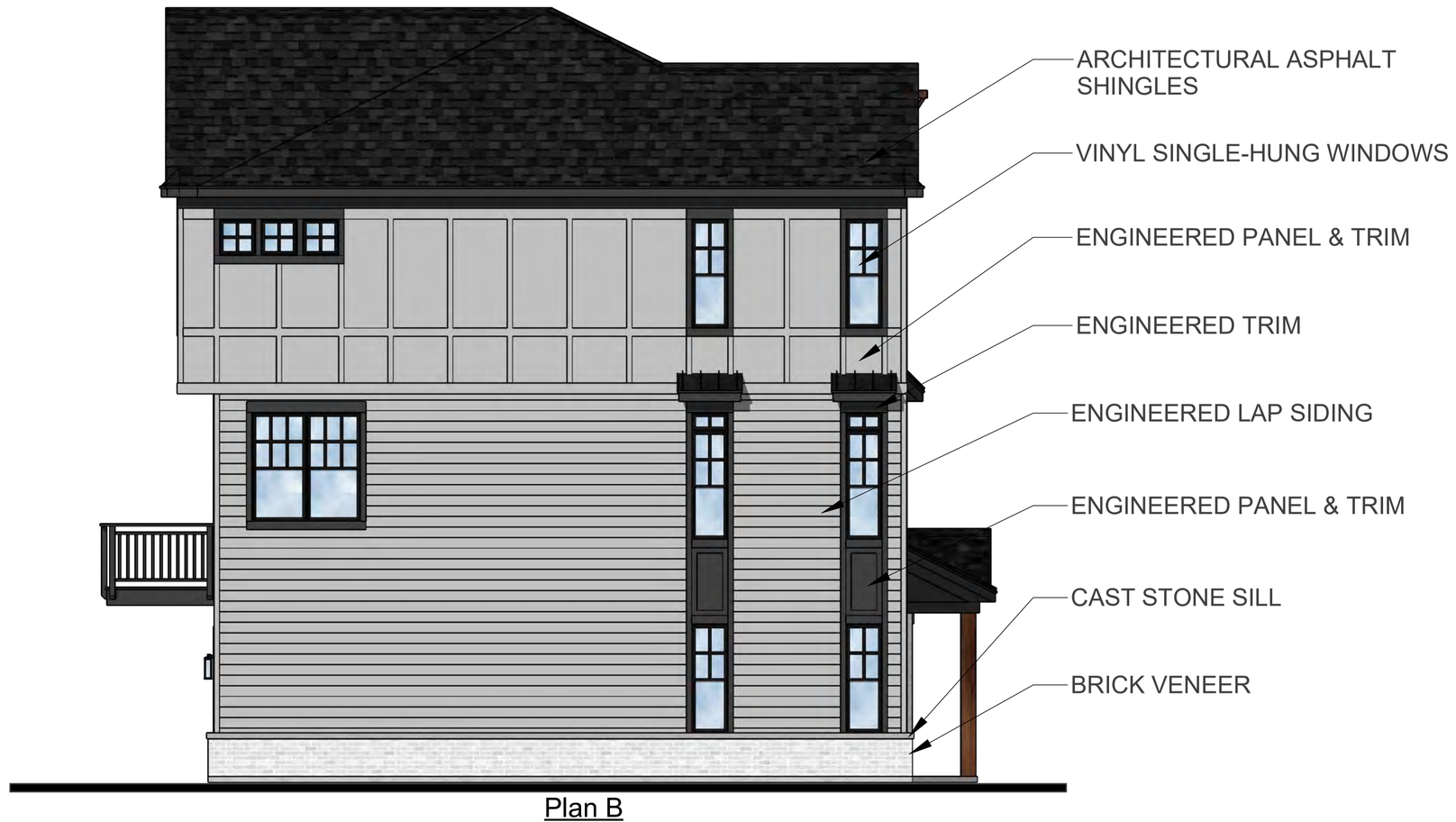
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Plan B

Right Elevation

Scale: 3/16" = 1'-0"



Plan B

Left Elevation

Scale: 3/16" = 1'-0"



Plan B | Plan A | Plan A3 *(Affordable)* | Plan A | Plan B

Rear Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 2: B-A-A3-A-B (Color Palette "C")

Highland Park Townhomes

Naperville, Illinois

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Front Elevation
Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 3: B-A-B-A-B (Color Palette "A")

Highland Park Townhomes
Naperville, Illinois

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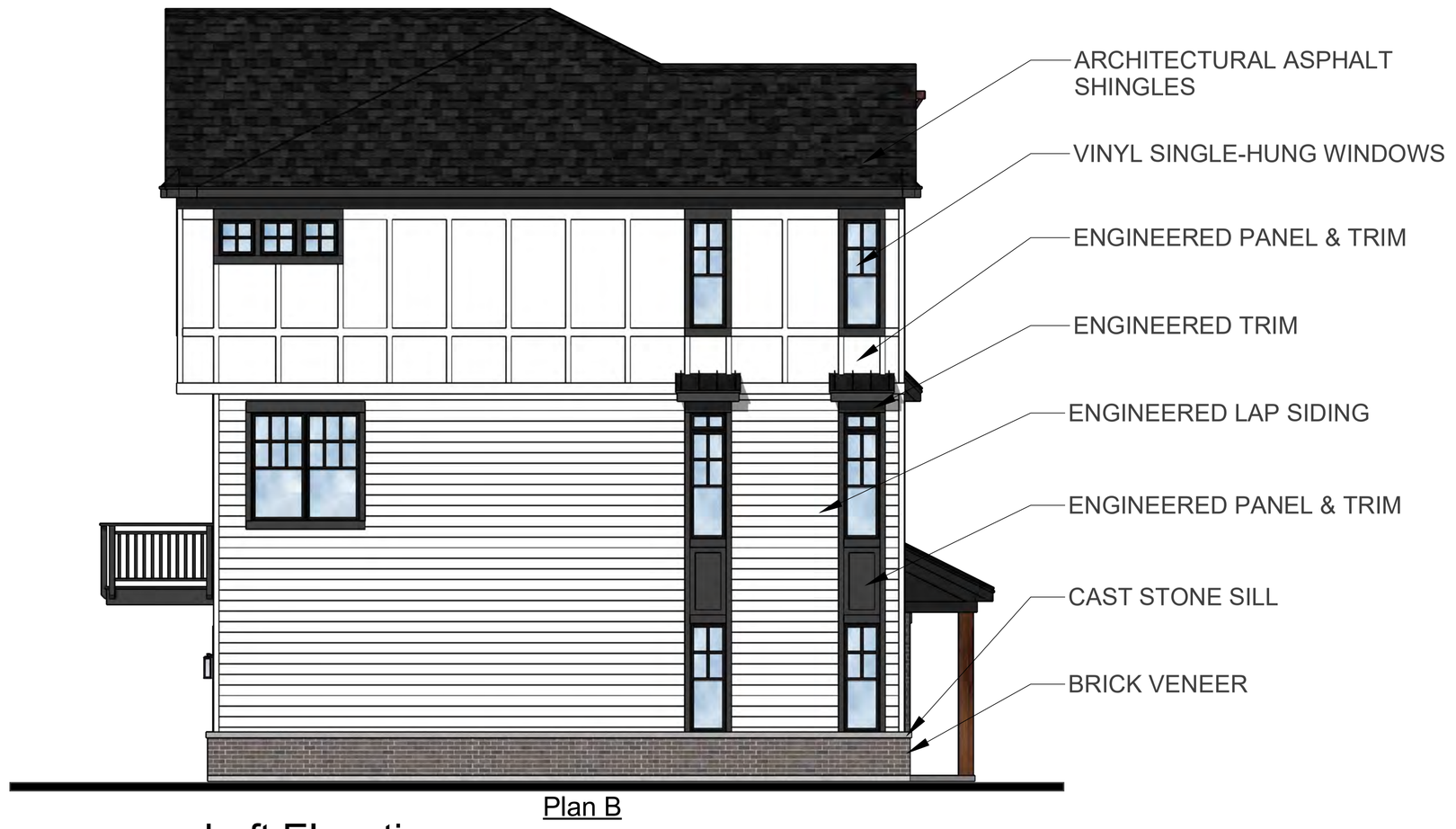
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Right Elevation

Scale: 3/16" = 1'-0"



Left Elevation

Scale: 3/16" = 1'-0"



Rear Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 3: B-A-B-A-B (Color Palette "A")

Highland Park Townhomes
Naperville, Illinois

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Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 3: B-A-B-A-B (Color Palette "C")

Highland Park Townhomes
Naperville, Illinois

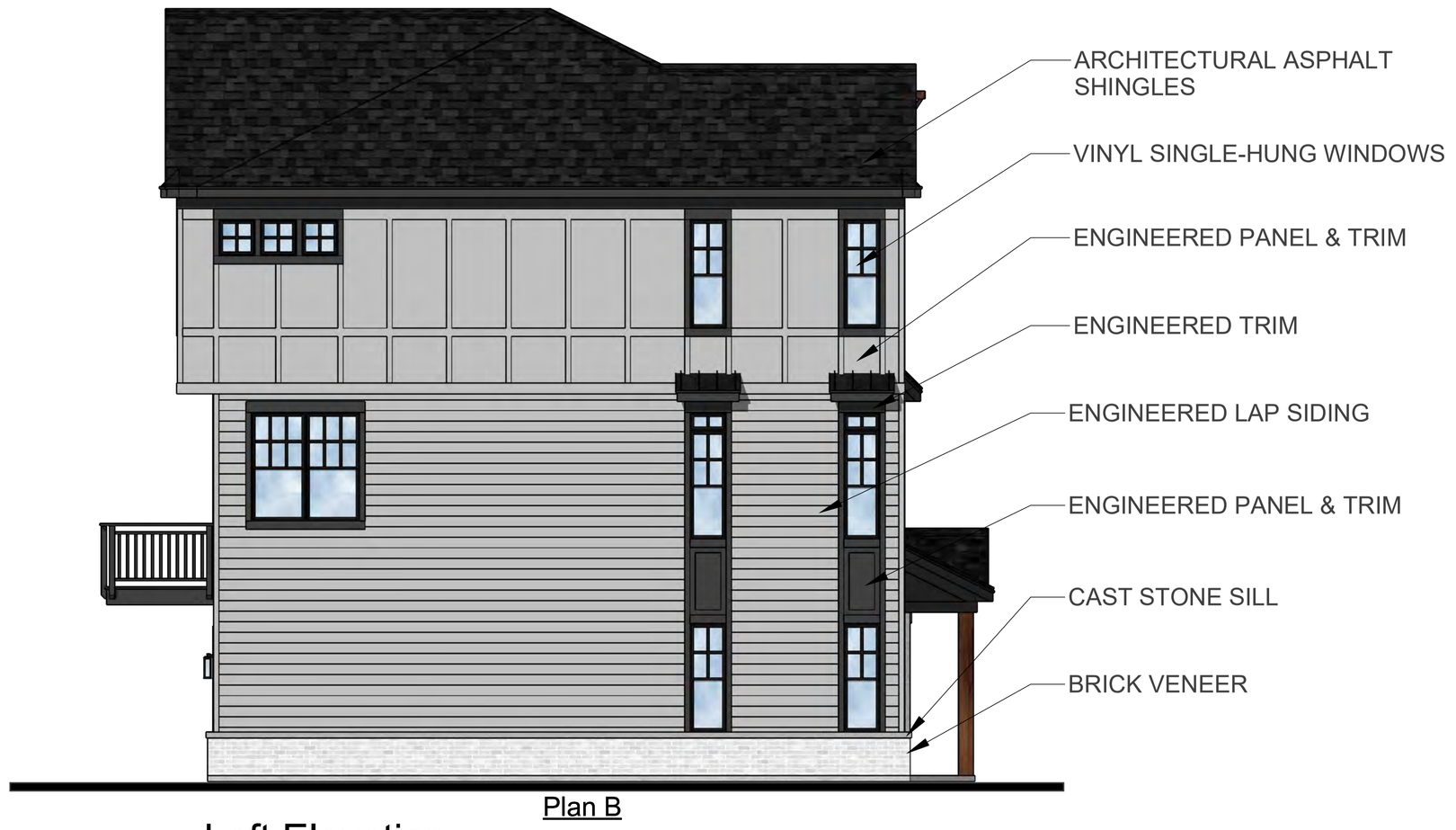
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Right Elevation
Scale: 3/16" = 1'-0"



Left Elevation
Scale: 3/16" = 1'-0"



Rear Elevation
Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 3: B-A-B-A-B (Color Palette "C")

Highland Park Townhomes
Naperville, Illinois

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Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 4: B-A2-B-A-B (Color Palette "A")

Highland Park Townhomes
Naperville, Illinois

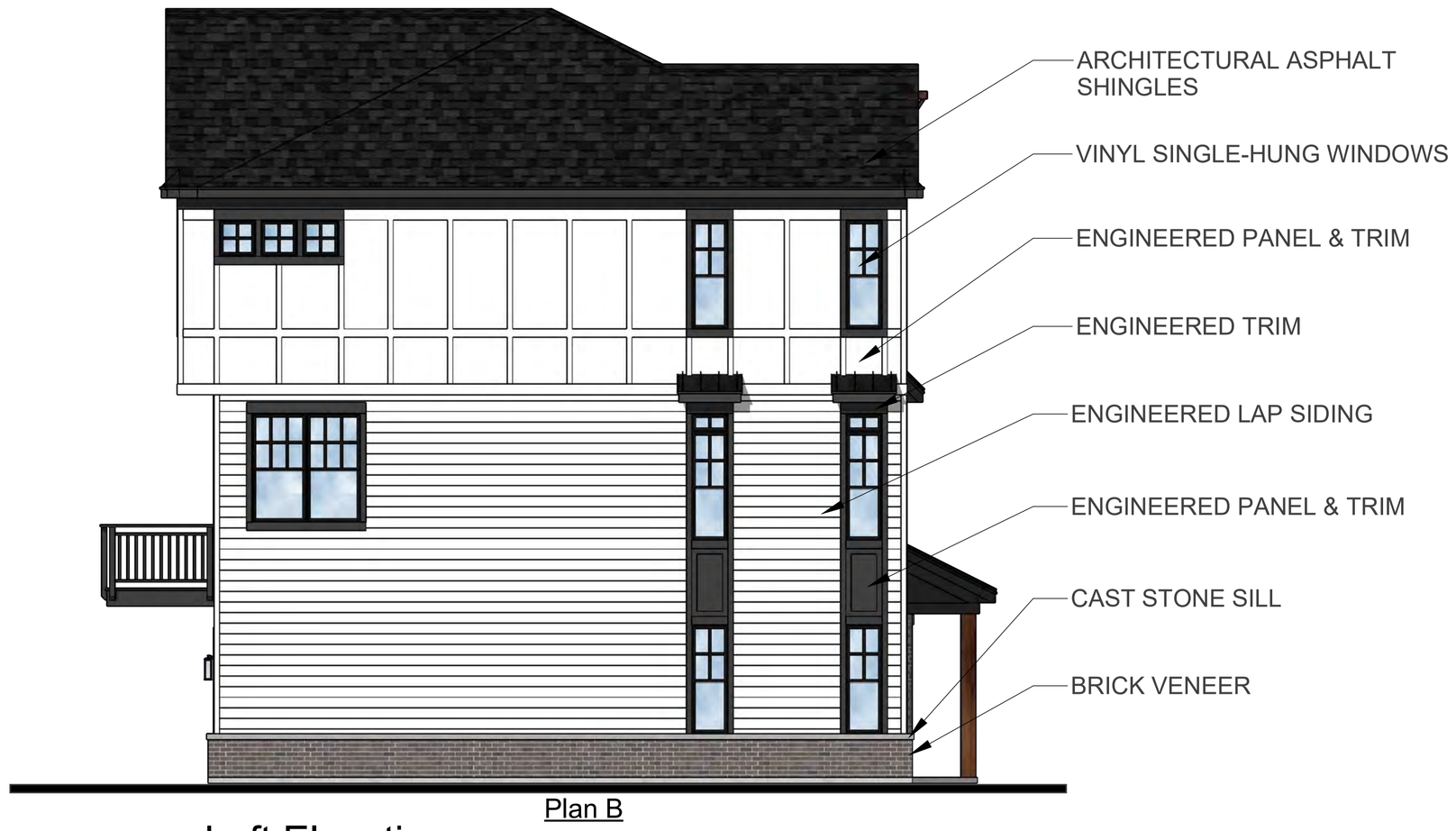
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Right Elevation
Scale: 3/16" = 1'-0"



Left Elevation
Scale: 3/16" = 1'-0"



Rear Elevation
Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 4: B-A2-B-A-B (Color Palette "A")

Highland Park Townhomes
Naperville, Illinois

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Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 4: B-A2-B-A-B (Color Palette "B")

Highland Park Townhomes
Naperville, Illinois

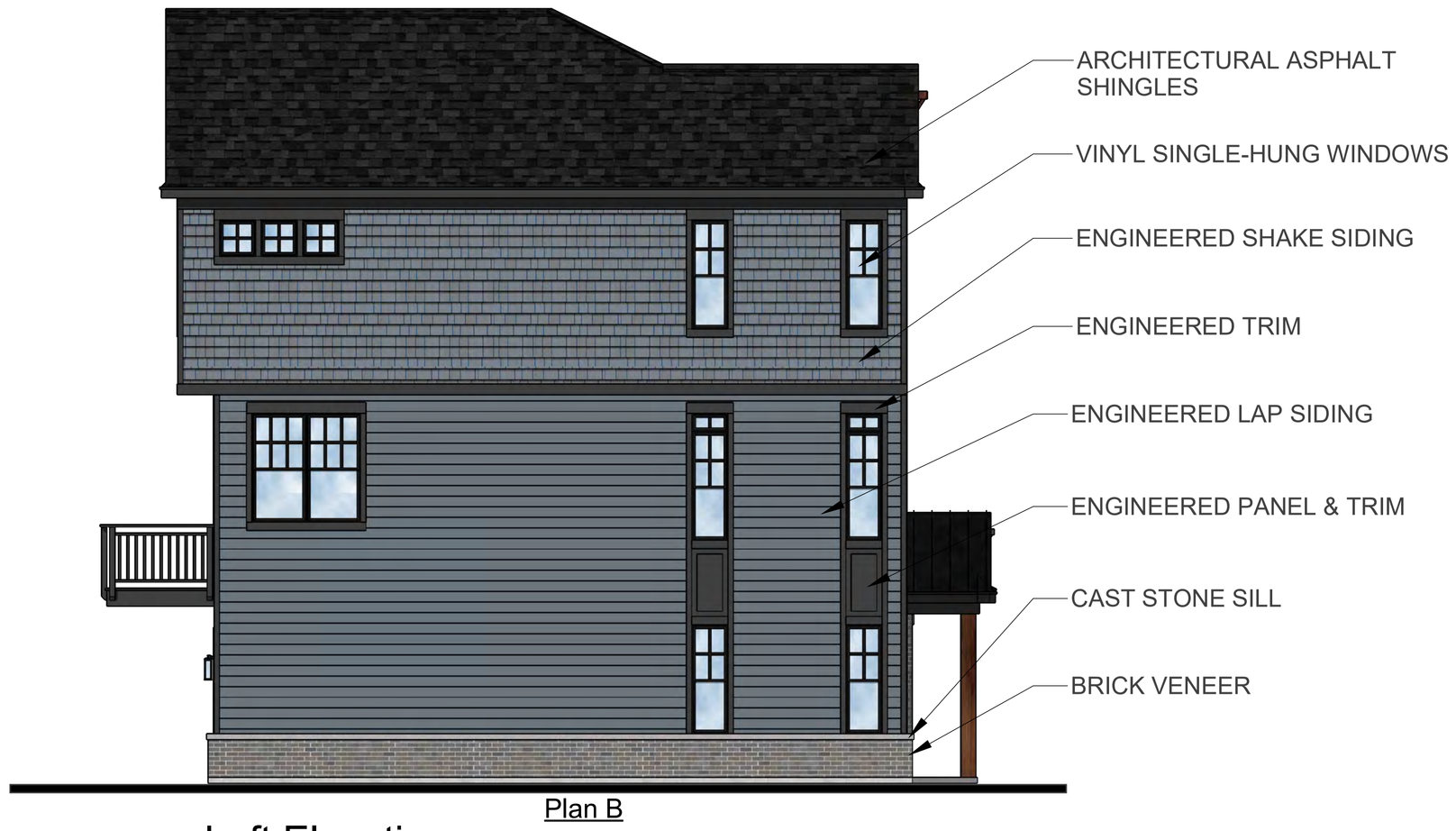
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Right Elevation
Scale: 3/16" = 1'-0"



Left Elevation
Scale: 3/16" = 1'-0"



Rear Elevation
Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 4: B-A2-B-A-B (Color Palette "B")

Highland Park Townhomes
Naperville, Illinois

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Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 4: B-A2-B-A-B (Color Palette "C")

Highland Park Townhomes
Naperville, Illinois

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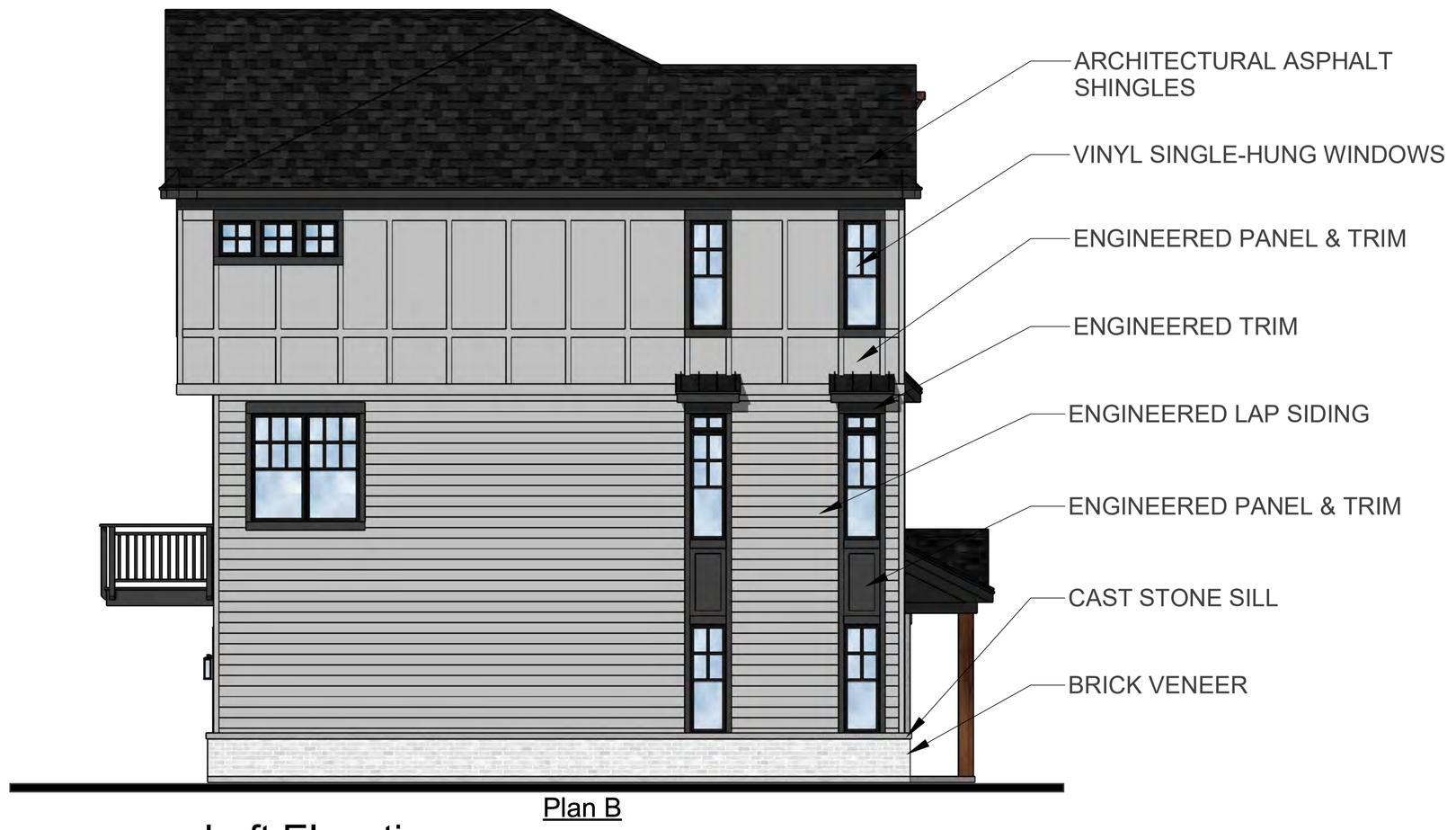
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August 25, 2025 | 25-0030



Right Elevation

Scale: 3/16" = 1'-0"



Left Elevation

Scale: 3/16" = 1'-0"



Rear Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 4: B-A2-B-A-B (Color Palette "C")

Highland Park Townhomes
Naperville, Illinois

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August 25, 2025 | 25-0030



Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 5: B-A-B-A2-A-B (Color Palette "A")

Highland Park Townhomes
Naperville, Illinois

BSB DESIGN
BSBDesign.com

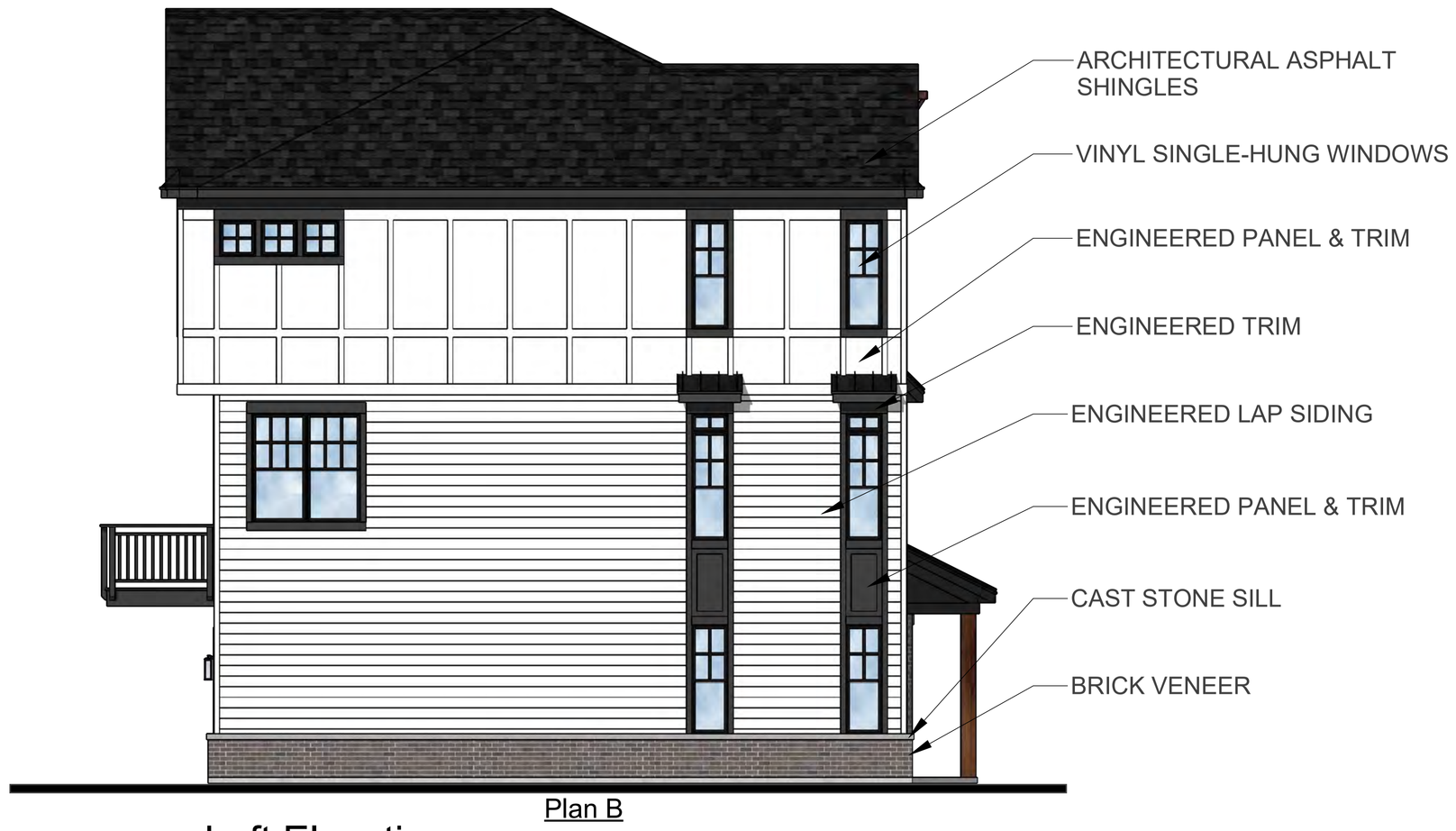
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August 25, 2025 | 25-0030



Right Elevation

Scale: 3/16" = 1'-0"



Left Elevation

Scale: 3/16" = 1'-0"



Rear Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 5: B-A-B-A2-A-B (Color Palette "A")

Highland Park Townhomes

Naperville, Illinois

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August 25, 2025 | 25-0030



Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 5: B-A-B-A2-A-B (Color Palette "B")

Highland Park Townhomes
Naperville, Illinois

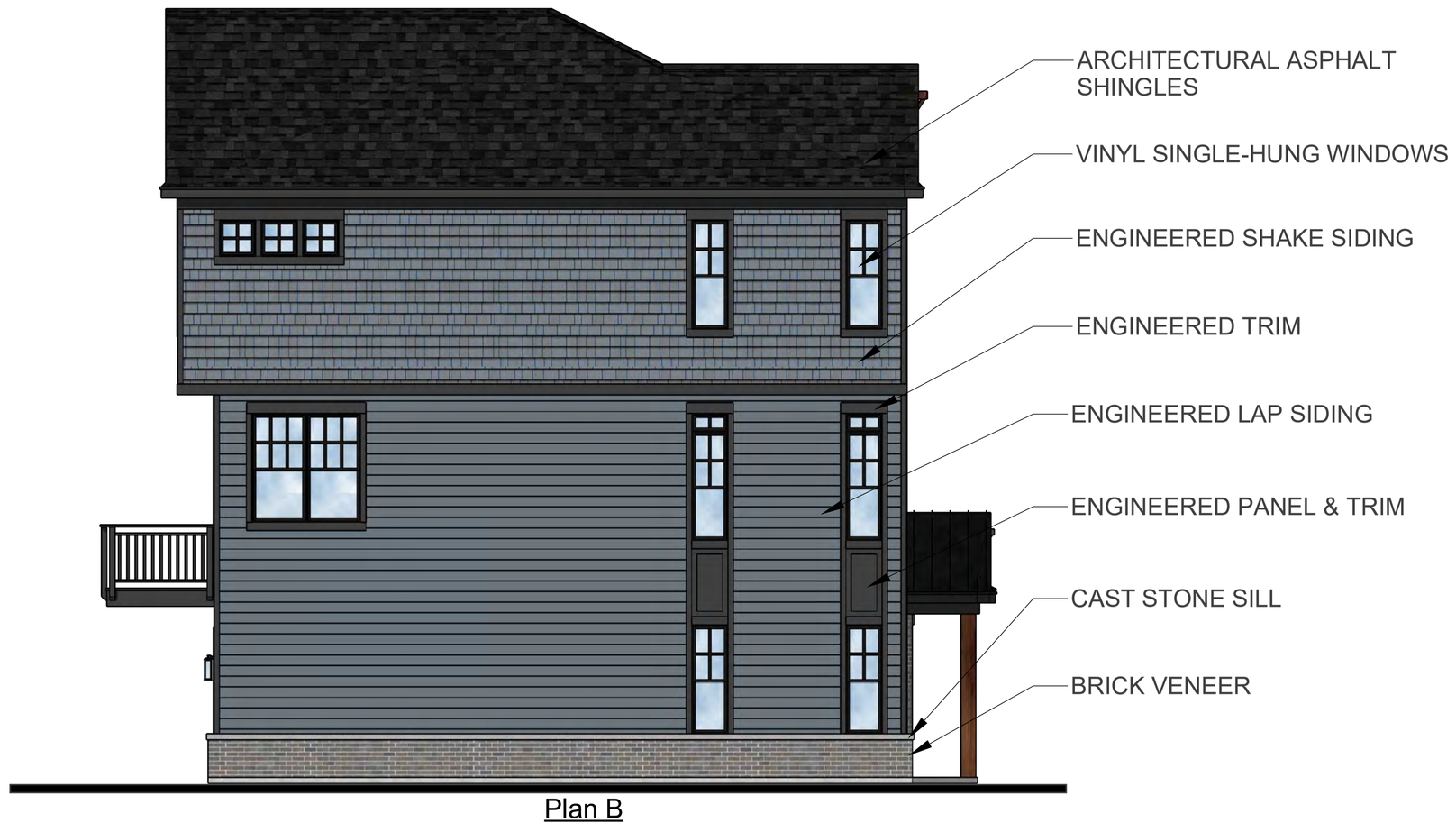
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August 25, 2025 | 25-0030



Right Elevation
Scale: 3/16" = 1'-0"



Left Elevation
Scale: 3/16" = 1'-0"



Rear Elevation
Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 5: B-A-B-A2-A-B (Color Palette "B")

Highland Park Townhomes
Naperville, Illinois

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August 25, 2025 | 25-0030



Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 5: B-A-B-A2-A-B (Color Palette "C")

Highland Park Townhomes
Naperville, Illinois

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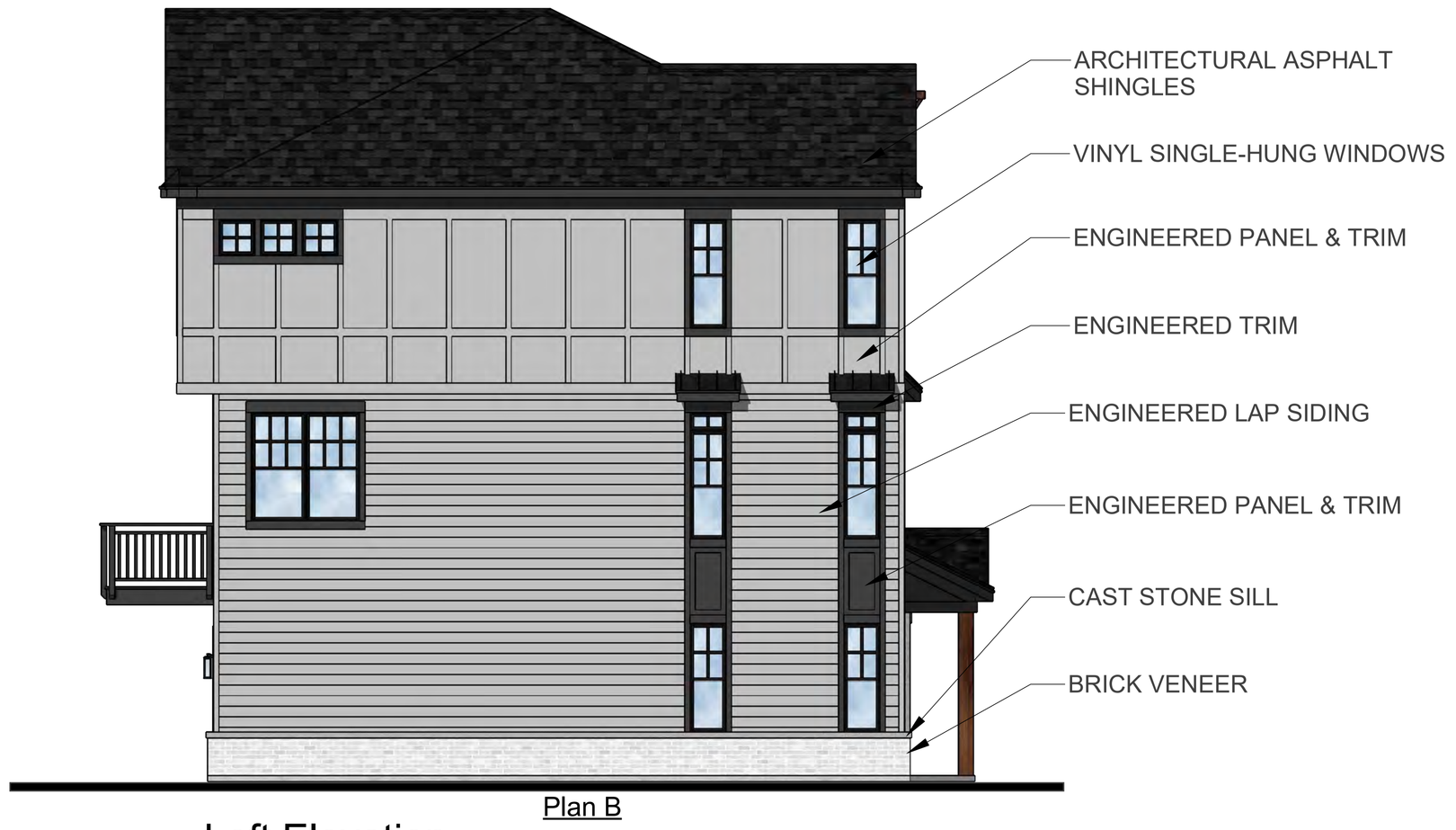
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August 25, 2025 | 25-0030



Right Elevation

Scale: 3/16" = 1'-0"



Left Elevation

Scale: 3/16" = 1'-0"



Rear Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 5: B-A-B-A2-A-B (Color Palette "C")

Highland Park Townhomes

Naperville, Illinois

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August 25, 2025 | 25-0030



Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 6: C-C-C-C (Color Palette "B")

Highland Park Townhomes
Naperville, Illinois

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August 25, 2025 | 25-0030

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Plan C

Right Elevation

Scale: 3/16" = 1'-0"



Plan C

Left Elevation

Scale: 3/16" = 1'-0"



Plan C | Plan C | Plan C | Plan C

Rear Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 6: C-C-C-C (Color Palette "B")

Highland Park Townhomes

Naperville, Illinois

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August 25, 2025 | 25-0030



Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 6: C-C-C-C (Color Palette "C")

Highland Park Townhomes
Naperville, Illinois

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August 25, 2025 | 25-0030



Plan C

Right Elevation

Scale: 3/16" = 1'-0"



Plan C

Left Elevation

Scale: 3/16" = 1'-0"



Plan C | Plan C | Plan C | Plan C

Rear Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 6: C-C-C-C (Color Palette "C")

Highland Park Townhomes

Naperville, Illinois

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August 25, 2025 | 25-0030



Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 7: C-C-C-C-C (Color Palette "A")

Highland Park Townhomes
Naperville, Illinois

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August 25, 2025 | 25-0030



Plan C

Right Elevation

Scale: 3/16" = 1'-0"



Plan C

Left Elevation

Scale: 3/16" = 1'-0"



Plan C | Plan C | Plan C | Plan C | Plan C

Rear Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 7: C-C-C-C-C (Color Palette "A")

Highland Park Townhomes

Naperville, Illinois

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August 25, 2025 | 25-0030



Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 7: C-C-C-C-C (Color Palette "B")

Highland Park Townhomes
Naperville, Illinois

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August 25, 2025 | 25-0030



Plan C

Right Elevation

Scale: 3/16" = 1'-0"



Plan C

Left Elevation

Scale: 3/16" = 1'-0"



Plan C | Plan C | Plan C | Plan C | Plan C

Rear Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 7: C-C-C-C-C (Color Palette "B")

Highland Park Townhomes

Naperville, Illinois

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August 25, 2025 | 25-0030



Front Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 8: C-C-C-C-C-C (Color Palette "A")

Highland Park Townhomes
Naperville, Illinois

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August 25, 2025 | 25-0030



Plan C

Right Elevation

Scale: 3/16" = 1'-0"



Plan C

Left Elevation

Scale: 3/16" = 1'-0"



Plan C | Plan C | Plan C | Plan C | Plan C | Plan C

Rear Elevation

Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Townhome Building Elevations
Building Type 8: C-C-C-C-C-C (Color Palette "A")

Highland Park Townhomes

Naperville, Illinois

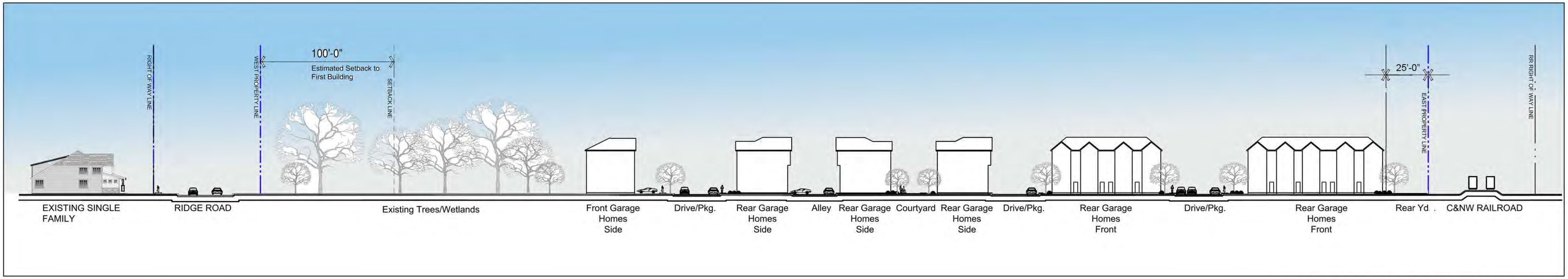
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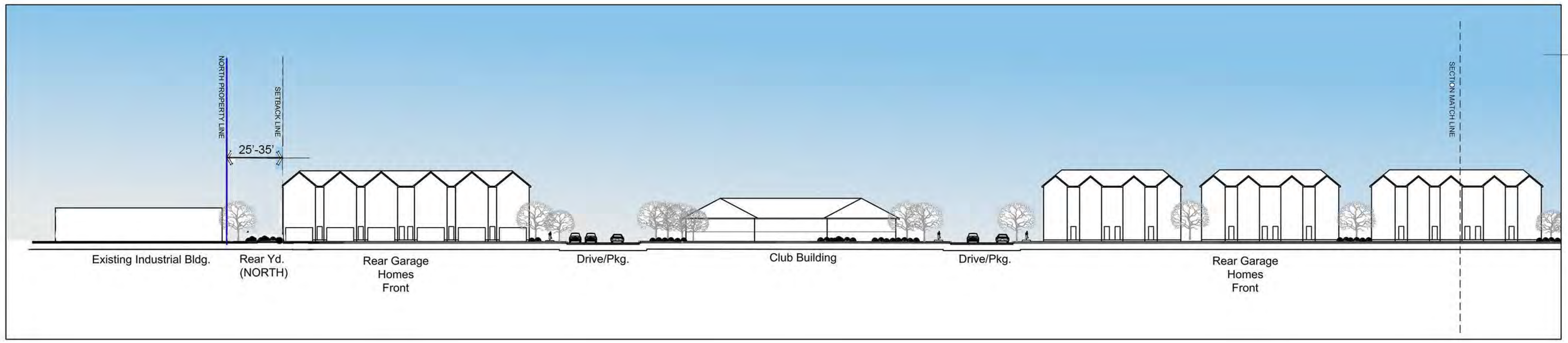
August 25, 2025 | 25-0030

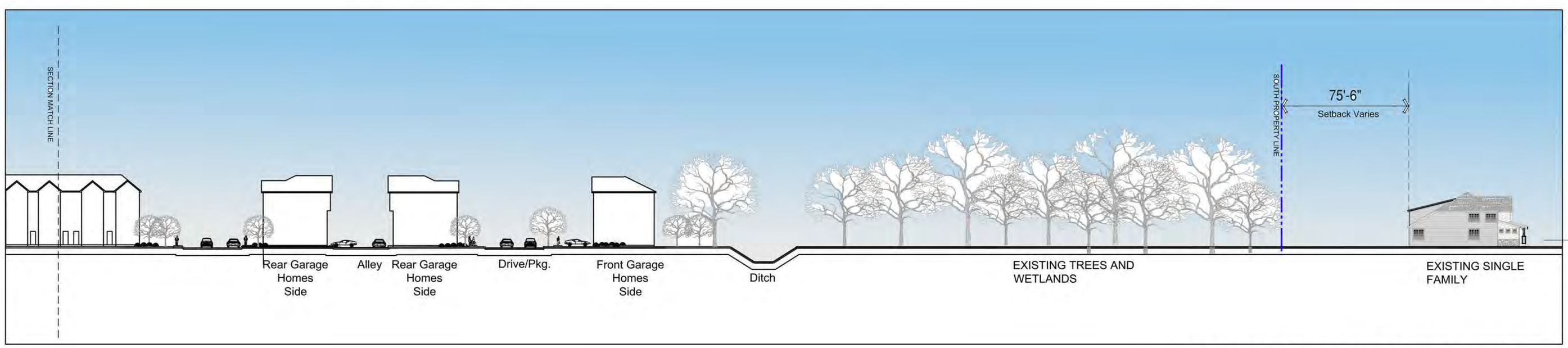
EXHIBIT F

Height Exhibit

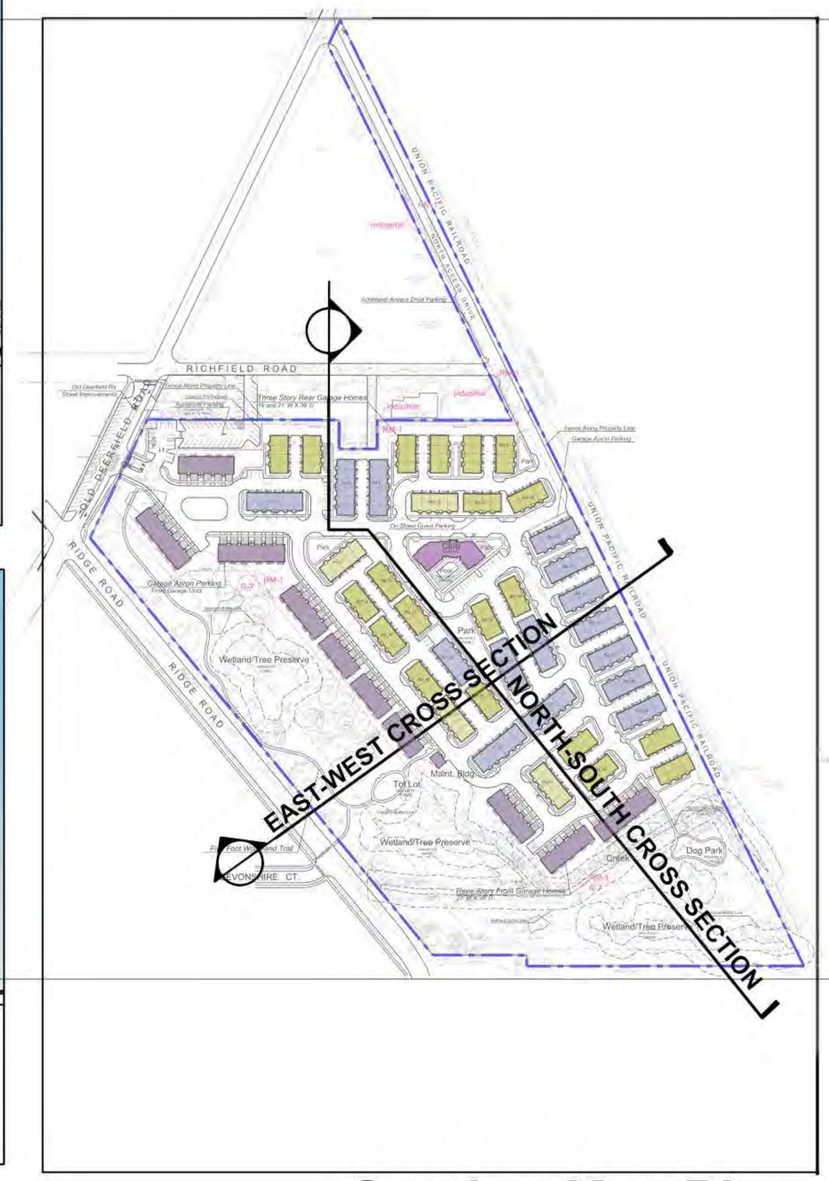


East West Site Section





North South Site Section



Section Key Plan

0 15 30 60 120

HABITAT™

Site Cross Sections
HIGHLAND PARK TOWNHOMES
Highland Park, IL

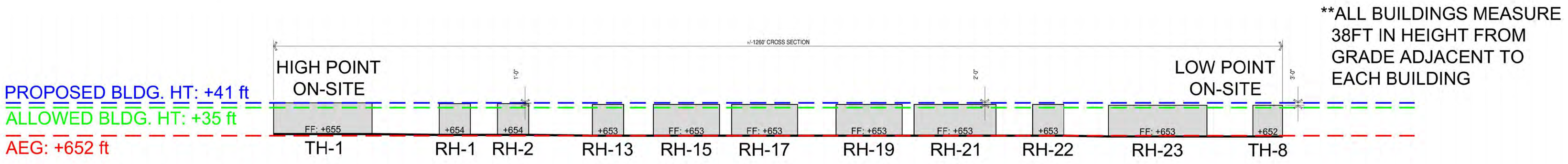
Date: July 22, 2025

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Plan View



Section View

HABITAT
Chicago, IL

Site Cross Section

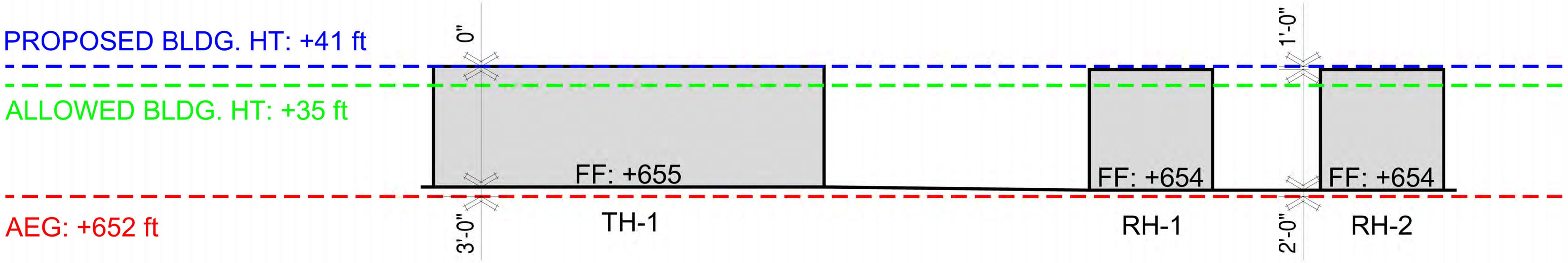
Highland Park Townhomes
Highland Park, IL

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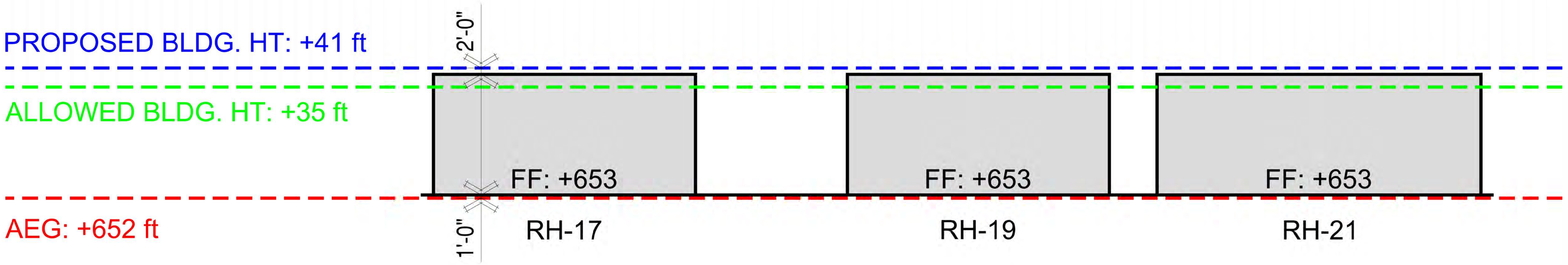
August 25, 2025 | 25-0030

BSB DESIGN
BSBDESIGN.COM

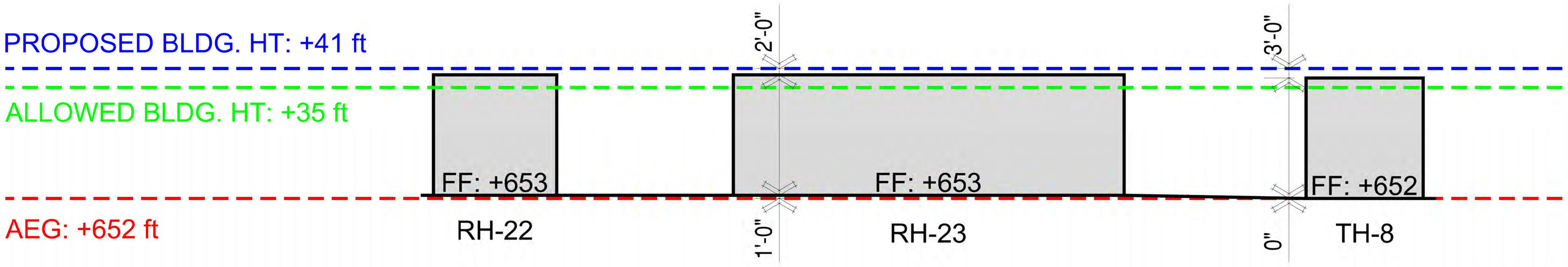
HIGH POINT
NW SIDE OF PARCEL



MID POINT
CENTER OF PARCEL



LOW POINT
SE SIDE OF PARCEL



HABITAT
Chicago, IL

Site Cross Section

Highland Park Townhomes
Highland Park, IL

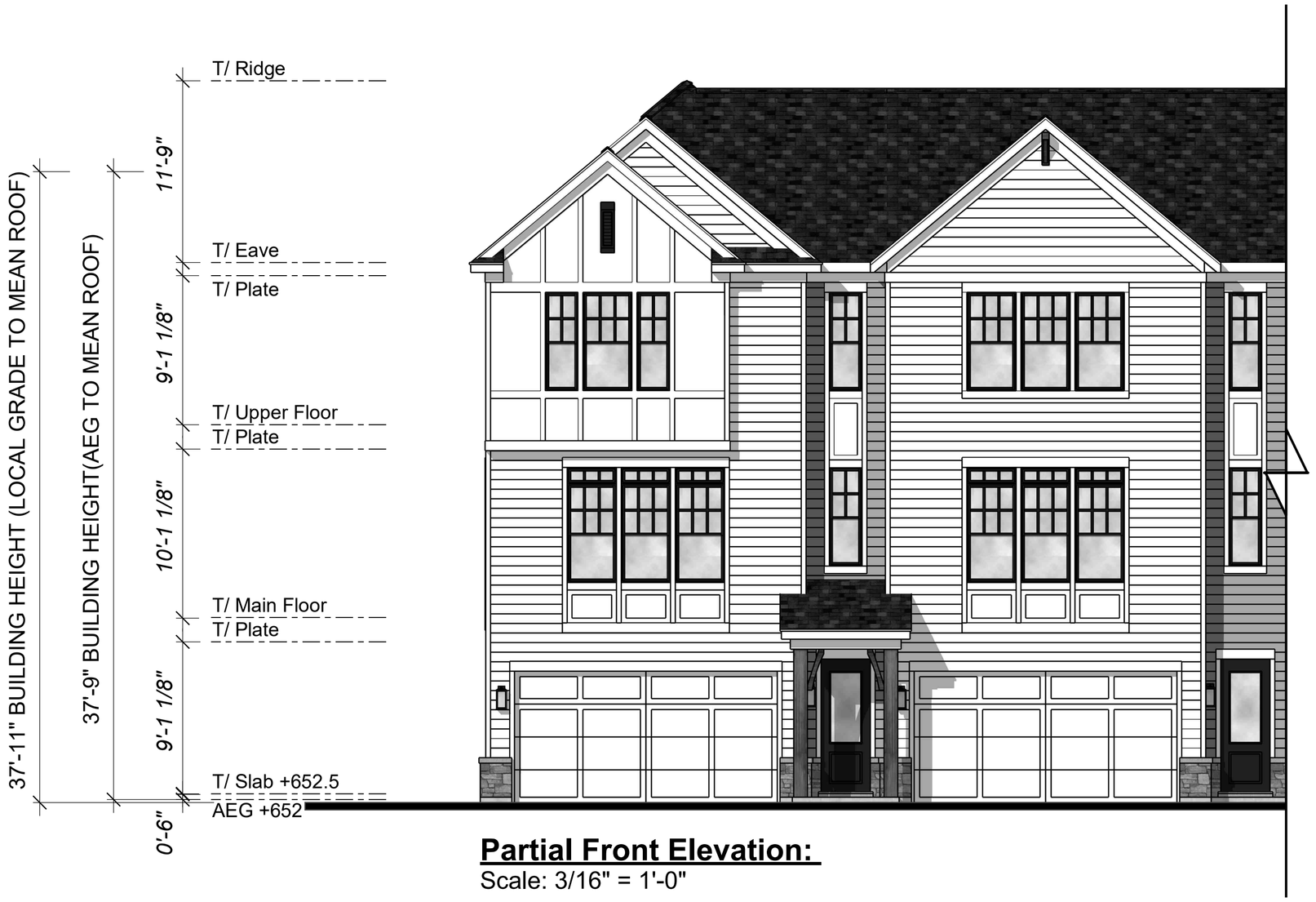
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August 25, 2025 | 25-0030

Building Height Exhibit 'A'

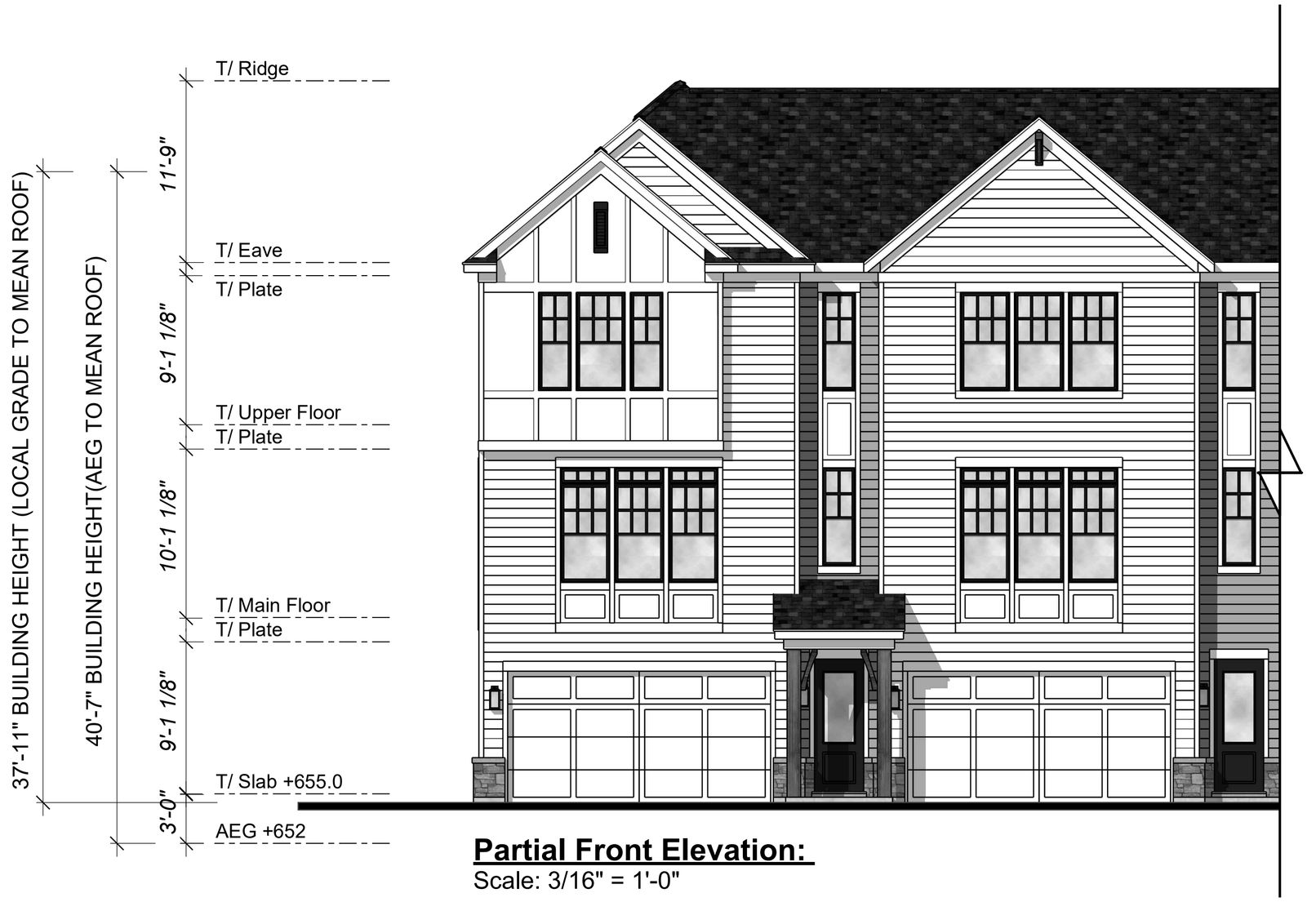
***Lowest Building Elevation On Site (T/Slab +652.5)**
***Average Existing Grade (AEG) On SIte (+652.0)**



Partial Front Elevation:
Scale: 3/16" = 1'-0"

Building Height Exhibit 'B'

***Highest Building Elevation On Site (T/Slab +655.0)**
***Average Existing Grade (AEG) On SIte (+652.0)**



Partial Front Elevation:
Scale: 3/16" = 1'-0"

HABITAT
Chicago, IL

Building Height Exhibit

Highland Park Townhomes
Naperville, Illinois

BSB DESIGN
BSBDesign.com

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August 25, 2025 | 24-0586

EXHIBIT G

Landscape Plan

THE RESIDENCES OF HIGHLAND PARK

1700 OLD DEERFIELD ROAD | HIGHLAND PARK, ILLINOIS

PROJECT TEAM

OWNER / DEVELOPER:
THE HABITAT COMPANY, LLC
350 W. HUBBARD STREET, SUITE 500
CHICAGO, IL 60654
TEL (312) 527-7465
CONTACT: ZACK ZALAR

SURVEYOR:
UNITED SURVEY SERVICE, LLC
7710 CENTRAL AVENUE
RIVER FOREST, IL 60305
TEL (847) 299-1010

PLANNER:
BSB DESIGN
220 N. SMITH STREET, SUITE 210
PALATINE, IL 60067
TEL (847) 776-3294
CONTACT: TERRY SMITH

ARCHITECT:
BSB DESIGN
220 N. SMITH STREET, SUITE 210
PALATINE, IL 60067
TEL (847) 776-3612
CONTACT: NATALIE VISCUSO

CIVIL ENGINEER:
SPACECO, INC.
9575 W. HIGGINS ROAD, SUITE 700
ROSEMONT, IL 60018
TEL (847) 696-4061, x1021 / x1011
CONTACT: BRETT DUFFY / ROB ANDERSON

ARBORIST:
URBAN FOREST MANAGEMENT
960 ROUTE 22, SUITE 207
FOX RIVER GROVE, IL 60021
TEL (847) 516-9708
CONTACT: TODD SINN

LANDSCAPE ARCHITECT:
DICKSON DESIGN STUDIO, INC.
9 CRYSTAL LAKE ROAD, SUITE 110
LAKE IN THE HILLS, IL 60156
TEL (224) 241-8181
CONTACT: SHARON DICKSON / JEFF TORRENS

ARBORIST:
DICKSON DESIGN STUDIO, INC.
CONTACT: KARL KROGSTAD
(CERTIFIED ARBORIST: IL-5462A)

SHEET INDEX

L0.1	SHEET INDEX PROJECT TEAM
L0.2	SCHEDULE: PLANT & MATERIALS LIST (OVERALL DEVELOPMENT) DETAILS: PLANTING
L0.3	NOTES: GENERAL LANDSCAPE NOTES: TREE INVENTORY LANDSCAPE PLANTINGS SUMMARY ARBORIST METHODS FOR ADDRESSING EXISTING TREES RATING SCALE: TREE CONDITION / FORM
L1.0	NOTES: TREE PRESERVATION DETAIL: TREE PROTECTION FENCE SHEET KEY: TREE PRESERVATION / REMOVAL PLAN
L1.1-L1.3	TREE PRESERVATION / REMOVAL PLAN - FAR NORTH - NORTH - SOUTH
L2.0	SHEET KEY: LANDSCAPE PLAN
L2.1-L2.11	LANDSCAPE PLAN - OVERALL
L3.1	DETAILS: - MONUMENT - FEATURE ISLAND - OUTCROPPING STONE
L3.2	DETAILS: TYPICAL FOUNDATIONS
L3.3	DETAILS: CLUBHOUSE & POOL
L3.4	DETAILS: DOG PARK
L3.5	DETAILS: PLAY LOTS - CLUBHOUSE - WEST
⚠ **L4.1**	FENCING LAYOUT PLAN
⚠ **L4.2**	DETAILS: FENCING
L4.3	DETAILS: FENCING
L5.0	DETAILS: SITE FURNISHINGS DETAILS: EV CHARGING STATION SIGNS
L6.0	GROUND TREATMENT / TURF LAYOUT PLAN
L7.0	IRRIGATION PLAN PARKING LOT EASEMENT AREA

HABITAT™

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

REVISIONS

1.	1/15/26 PER STAFF COMMENTS
2.	1/22/26 PER CONDITIONS FOR APPROVAL
3.	2/03/2026 SOUTH FENCE SETBACK
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - COVER

SHEET NUMBER

L0.1

SCHEDULE: PLANT & MATERIALS LIST - OVERALL DEVELOPMENT

TREES

CODE	QTY(1)	REPL. QTY(2)	QTY(3)	SIZE	BOTANIC NAME	COMMON NAME
Shade Trees						
AFAB	3	-	-	3" caliper	Acer freemanii 'Autumn Blaze'	Autumn Blaze Freeman Maple
APCK	3	-	-	3" caliper	Acer platanoides 'Crimson King'	Crimson King Norway Maple
ARF	2	-	-	3" caliper	Acer rubrum 'Franksred'	Red Sunset Red Maple
AS2.5	-	-	3	2.5" caliper	Acer saccharum	Sugar Maple
AS	2	-	-	3" caliper	Acer saccharum	Sugar Maple
CC	1	-	-	3" caliper	Carpinus caroliniana	American Hornbeam
CO2.5	-	-	7	2.5" caliper	Celtis occidentalis	Hackberry
CO	2	6	-	3" caliper	Celtis occidentalis	Hackberry
GB	3	-	-	3" caliper	Gingko biloba	Gingko (male species)
GD	3	5	-	3" caliper	Gymnocladus dioica	Kentucky Coffeetree
GTI2.5	-	-	5	3" caliper	Gleditsia triacanthos var. inermis	Thornless Common Honeylocust
GTI	-	9	-	3" caliper	Gleditsia triacanthos var. inermis	Thornless Common Honeylocust
JN2.5	-	-	2	2.5" caliper	Juglans nigra	Black Walnut
LS	1	6	-	3" caliper	Liquidambar styraciflua	Sweetgum
LT2.5	-	-	1	2.5" caliper	Liriodendron tulipifera	Tulip Tree
LT	-	3	-	3" caliper	Liriodendron tulipifera	Tulip Tree
NS	3	4	-	3" caliper	Nyssa sylvatica	Black Tupelo
PMC	-	4	-	3" caliper	Platanus acerifolia 'Morton Circle'	Exclamation London Planetree
QA2.5	-	-	2	2.5" caliper	Quercus alba	White Oak
QA	-	3	-	3" caliper	Quercus alba	White Oak
QB2.5	-	-	4	2.5" caliper	Quercus bicolor	Swamp White Oak
QB	3	7	-	3" caliper	Quercus bicolor	Swamp White Oak
QI	3	1	-	3" caliper	Quercus imbricaria	Shingle Oak
QM	2	5	-	3" caliper	Quercus macrocarpa	Bur Oak
QR	-	1	-	3" caliper	Quercus rubra	Red Oak
TSS2.5	-	-	11	2.5" caliper	Tilia tometosa 'Sterling Silver'	Sterling Silver Linden
TSS	4	3	-	3" caliper	Tilia tometosa 'Sterling Silver'	Sterling Silver Linden
UA	-	-	3	3" caliper	Ulmus carpinifolia 'Accolade'	Accolade Smoothleaf Elm
UA	-	6	-	3" caliper	Ulmus carpinifolia 'Accolade'	Accolade Smoothleaf Elm
UM	1	5	-	3" caliper	Ulmus x 'Morton'	Morton Accolade Elm
UP	-	8	-	3" caliper	Ulmus x 'Patriot'	Patriot Elm
Columnar Shade Trees						
AFA	4	-	-	3" caliper	Acer freemanii 'Armstrong'	Armstrong Freeman Maple
AMM	2	-	-	3" caliper	Acer miyabei 'Morton'	State Street Miyabe Maple
APCS	4	-	-	3" caliper	Acer platanoides 'Crimson Sentry'	Crimson Sentry Norway Maple
FSDP	5	-	-	3" caliper	Fagus sylvatica 'Dawyckii Purple'	Dawyck Purple Upright European Beech
GBF2.5	-	-	3	2.5" caliper	Ginkgo biloba 'Fastigiata'	Upright Maidenhair Tree
GBF	4	-	-	3" caliper	Ginkgo biloba 'Fastigiata'	Upright Maidenhair Tree
GPS2.5	-	-	5	2.5" caliper	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Ginkgo *(male species)*
GPS	3	3	-	3" caliper	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Ginkgo *(male species)*
QRP2.5	-	-	6	2.5" caliper	Quercus robur 'Regal Prince'	Regal Prince English Oak
QRP	3	-	-	3" caliper	Quercus robur 'Regal Prince'	Regal Prince English Oak
Shade Trees:	***61***	***79***	***52***			
Evergreen Trees						
ACF	3	-	-	8' high	Abies concolor	White Fir
PA6	-	-	9	6' high	Picea abies	Norway Spruce
PA	-	10	-	8' high	Picea abies	Norway Spruce
PGD6	-	-	5	6' high	Picea glauca 'Densata'	Black Hills Spruce
PGD	12	-	-	8' high	Picea glauca 'Densata'	Black Hills Spruce
PM	12	-	-	8' high	Pseudotsuga menziesii	Douglas Fir
PO	11	-	-	8' high	Picea omorika	Serbian Spruce
PP	5	8	-	8' high	Picea pungens	Colorado Spruce
PS6	-	-	5	6' high	Pinus strobus	White Pine
PS	9	7	-	8' high	Pinus strobus	White Pine
Evergreen Trees:	***52***	***25***	***19***			
Ornamental Trees						
AC	2	12	-	8' high	Amelanchier canadensis	Shadblow Serviceberry
AGAB	4	-	-	8' high	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry
BN	6	6	-	8' high	Betula nigra	River Birch
BFV	2	-	-	8' high	Betula nigra 'Fox Valley'	Fox Valley Dwarf River Birch
CCE	3	-	-	8' high	Cercis canadensis	Eastern Redbud
CK	1	1	-	8' high	Cornus kousa	Kousa Dogwood
CM	3	4	-	8' high	Cornus mas	Cornelian Cherry
HV	3	-	-	8' high	Hamamelis vernalis	Vernal Witchhazel
MAV	-	3	-	8' high	Magnolia virginiana	Sweetbay Magnolia
MB	3	6	-	8' high	Malus x 'Beverly'	Beverly Flowering Crabapple
MRJ	-	1	-	8' high	Malus x 'Red Jewel'	Red Jewel Flowering Crabapple
MRR	-	6	-	8' high	Malus x 'Royal Raindrops'	Royal Raindrops Crabapple
MS	1	1	-	8' high	Malus sargentii	Sargent Flowering Crabapple
SRI	2	3	-	8' high	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac
VP	6	-	-	8' high	Viburnum prunifolium	Blackhaw Viburnum
Ornamental Trees:	***36***	***43***	***0***			

SHRUBS

CODE	QTY(1)	QTY		SIZE	BOTANIC NAME	COMMON NAME
Fastigiate Evergreen Shrubs						
TON	16	-	-	8' high	Thuja occidentalis 'Nigra'	Dark Green Arborvitae
TOT	4	-	-	8' high	Thuja occidentalis 'Techny'	Mission Arborvitae
Evergreen Shrubs						
CPGM	7	-	-	24" wide	Chamaecyparis pisifera 'Golden Mop'	Golden Mop Japanese False Cypress
JCK	6	-	-	3 Gal./24"	Juniperus chinensis 'Kallay'	Kallay Compact Chinese Juniper
TMH	8	-	-	24" wide	Taxus x media 'Hicksii'	Hicks Yew
Large Deciduous Shrubs						
AAB	41	-	-	36" high	Aronia arbutifolia 'Brilliantissima'	Brilliant Red Chokeberry
AAM	21	-	-	36" high	Aronia melanocarpa 'Autumn Magic'	Autumn Magic Black Chokeberry
CIH	28	-	-	42" high	Cornus alba 'Ivory Halo'	Ivory Halo Tatarian Dogwood
CR	20	-	-	36" high	Cornus racemosa	Gray Dogwood
CSF	12	-	-	36" high	Cornus sericea 'Flaviramea'	Yellowtwig Dogwood
CSI	5	-	-	36" high	Cornus sericea 'Isanti Redtwig'	Isanti Redtwig Dogwood
FGBS	3	-	-	36" high	Fothergilla gardenii 'Blue Shadow'	Blue Shadow Dwarf Fothergilla
FOS	18	-	-	36" high	Forsythia ovata 'Sunrise'	Sunrise Early Forsythia
HPL	13	-	-	7 Gal./36"	Hydrangea paniculata 'Limelight'	Limelight Hydrangea
POC	11	-	-	36" high	Physocarpus opulifolius	Common Ninebark
SMP	3	-	-	36" high	Syringa meyeri 'Palibin'	Dwarf Korean Lilac
SMK	18	-	-	36" high	Syringa patula 'Miss Kim'	Miss Kim Lilac
SXP	23	-	-	36" high	Syringa x 'Penda'	Bloomerang Lilac
VC	12	-	-	36" high	Viburnum carlesii	Koreanspice Viburnum
VD	9	-	-	36" high	Viburnum dentatum	Arrowwood Viburnum
VJ	10	-	-	36" high	Viburnum x juddii	Judd Viburnum
WWR	5	-	-	5 Gal./24"	Weigela florida 'Wine & Roses'	Wine & Roses Weigela
Small Deciduous Shrubs						
ALSM	16	-	-	5 Gal./24"	Aronia melanocarpa 'Low Scape Mound'	Low Scape Mound Black Chokeberry
RDKO	14	-	-	5 Gal./24"	Rosa 'Double Knock Out'	Double Knock Out Rose
RGL	44	-	-	5 Gal./24"	Rhus aromatica 'Gro-Low'	Gro Low Sumac
SGF	25	-	-	5 Gal./24"	Spiraea bumalda 'Goldflame'	Goldflame Spirea
Overall Shrubs:	***392***					

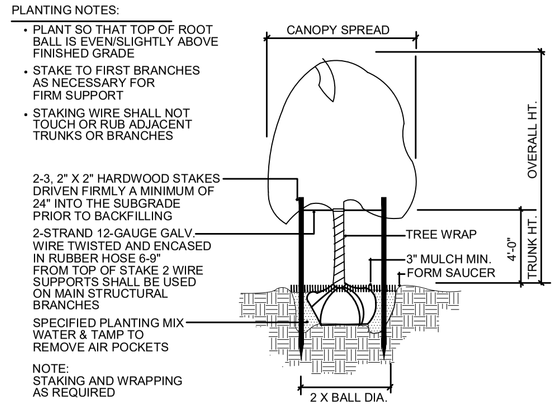
GRASSES, PERENNIALS & GROUNDCOVERS

	QTY(1)	QTY				
Ornamental Grasses						
CAB3	-	46	-	3 Gal.	Calamagrostis arundinacea 'Brachytricha'	Korean Reed Grass
CKF	-	69	-	1 Gal.	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass
PAH	-	72	-	1 Gal.	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass
PHM3	-	8	-	3 Gal.	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass
PVN3	-	55	-	3 Gal.	Panicum virgatum 'Northwind'	Northwind Switch Grass
SA	-	43	-	1 Gal.	Sesleria autumnalis	Autumn Moor Grass
SH	-	46	-	1 Gal.	Sporobolus heterolepsis	Prairie Dropseed
Perennials						
AM	-	75	-	1 Gal.	Allium x 'Millenium'	Millenium Ornamental Onion
GMF	-	16	-	1 Gal.	Geranium sanguineum 'Max Frei'	Max Frei Cranesbill
HHR	-	52	-	1 Gal.	Hemerocallis 'Happy Returns'	Happy Returns Daylily
HVC	-	24	-	1 Gal.	Heuchera villosa x 'Caramel'	Caramel Coralbells
LSA	-	12	-	1 Gal.	Leucanthemum x superbum 'Alaska'	Shasta Daisy
NBW	-	100	-	1 Gal.	Nepeta faassenii 'Blue Wonder'	Blue Wonder Catmint
Groundcover						
VDB	-	785	-	3" Pot	Vinca minor 'Dart's Blue'	Dart's Blue Periwinkle
Materials						
-	-	37	-	C.Y.	-	Soil Amendments
-	-	111	-	C.Y.	-	Shredded Hardwood Mulch
-	-	16,430	-	S.Y.	-	Kentucky Bluegrass Blend Sod
-	-	122	-	C.Y.	-	Wood Chip surface (dog parks)
-	-	176	-	C.Y.	-	Engineered Wood Fiber (play lot surface)
-	-	1,860	-	L.F.	-	8 Ft. Board on Board Fence
-	-	812	-	L.F.	-	6 Ft. Board on Board Fence
-	-	32	-	L.F.	-	4 Ft. Board on Board Fence
-	-	16	-	L.F.	-	4-6 Ft. Board on Board Transition Fence
-	-	1,560	-	L.F.	-	6 Ft. Ornamental Fence (incl. 2 gates)
-	-	684	-	L.F.	-	4 Ft. Chain Link Fence (incl. 4 gates)
-	-	4,980	-	L.F.	-	Tree Protection Fence
Amenities						
-	-	2	-	EACH	-	Waste Station
-	-	5	-	EACH	-	Seating Bench
-	-	4	-	EACH	-	Litter Receptacle
-	-	6	-	EACH	-	Bike Racks

NOTES:

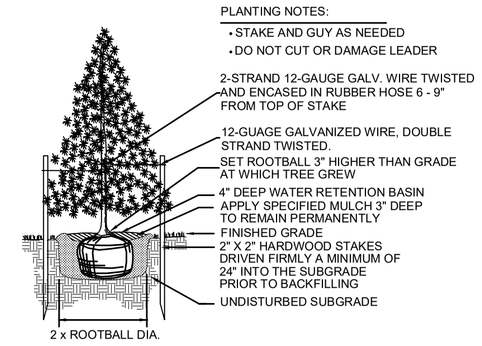
1. Quantities fulfill Chapter 150 VUA/Perimeter & Foundation requirements
2. Quantities fulfill Chapter 94 tree replacement requirements

DETAILS: PLANTING



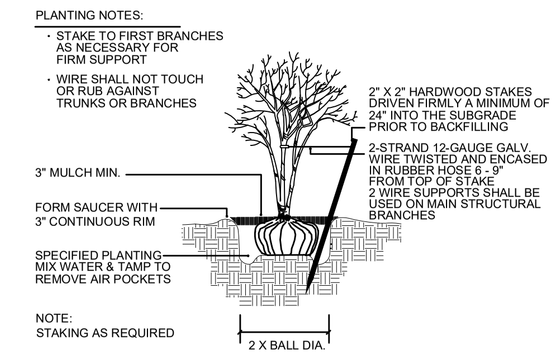
TREE PLANTING & STAKING

NOT TO SCALE



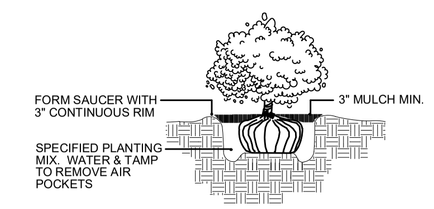
EVERGREEN TREE PLANTING

NOT TO SCALE



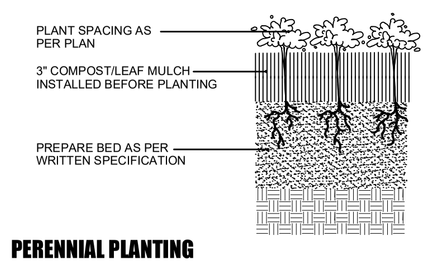
MULTI-TRUNK TREE STAKING

NOT TO SCALE



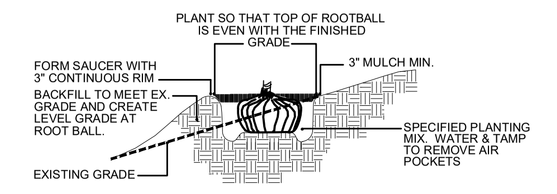
SHRUB PLANTING

NOT TO SCALE



PERENNIAL PLANTING

NOT TO SCALE



HILLSIDE PLANTING

NOT TO SCALE

HABITAT™

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

REVISIONS

1.	1/15/26 PER STAFF COMMENTS
2.	1/22/26 PER CONDITIONS FOR APPROVAL
3.	2/03/2026 SOUTH FENCE SETBACK
4.	
5.	
6.	
7.	
8.	
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10.	

PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - SCHEDULE, NOTES & DETAILS

SHEET NUMBER

L0.2

NOTES: GENERAL LANDSCAPE

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED. ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE STANDARDS AND CODES.
2. CALL J.U.L.I.E. UTILITY LOCATING SERVICE (TEL 800.892.0123), 48 HOURS PRIOR TO THE START OF ANY DIGGING.
3. GENERAL PLANT NOTES:
   A. ALL PLANT MATERIAL SHALL CONFORM IN SIZE AND GRADE IN ACCORDANCE WITH AMERICAN STANDARD FOR NURSERY STOCK.
   B. ALL PLANT MATERIAL SHALL BE MAINTAINED ALIVE, HEALTHY, AND FREE FROM DISEASE AND PESTS.
   C. ALL NEW PLANT MATERIAL SHALL BE FROM A LOCAL SOURCE WHENEVER POSSIBLE (LESS THAN 50 MILES).
   D. PLANTS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORM / HABIT. PLANTS SHALL NOT BE PRUNED/HEDGED UNLESS ABSOLUTELY NECESSARY (DUE TO VISIBILITY OR HAZARD OBSTRUCTION).
   E. ALL LANDSCAPED AREAS SHALL BE FREE OF WEEDS, LITTER, AND SIMILAR SIGNS OF DEFERRED MAINTENANCE.
4. LOCATIONS OF PROPOSED PLANT MATERIAL MAY BE ADJUSTED AT TIME OF INSTALLATION DUE TO FINAL ENGINEERING AND FINAL LOCATION OF SITE UTILITIES.
5. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND SPREADING TOPSOIL (6"-12" DEEP), FINE GRADING, AND PREPARATION OF ALL LAWN AND LANDSCAPE AREAS. ALL SOILS SHALL BE FREE OF CONSTRUCTION DEBRIS, PRIOR TO INSTALLING ANY PLANT MATERIAL.
6. PRIOR TO SPREADING TOPSOIL, THE LANDSCAPE CONTRACTOR SHALL INSPECT AND ACCEPT ALL BASE GRADES. ANY DEVIATION FROM GRADES INDICATED ON THE GRADING PLAN SHALL BE CORRECTED BEFORE PLACING ANY TOPSOIL.
7. ALL SHRUB, GROUNDCOVER, PERENNIAL, AND ANNUAL PLANTING BEDS SHALL BE PREPARED WITH A SOIL AMENDMENT MIX - 1/3 TOPSOIL, 1/3 MUSHROOM COMPOST, AND 1/3 TORPEDO SAND. MATERIAL SHALL BE ROTO-TILLED JUST PRIOR TO THE INSTALLATION OF PLANT MATERIAL.
8. ALL PLANTING ISLANDS SHALL BE MOUNDED TO PROVIDE POSITIVE DRAINAGE.
9. ALL PLANTING BEDS ADJACENT TO LAWN AREAS SHALL HAVE A SPADED EDGE BORDER, UNLESS METAL OR OTHER BORDER IS SPECIFIED.
10. ALL PLANTING BED AREAS SHALL MAINTAIN A MAX. 3" DEEP LAYER OF SHREDDED HARDWOOD MULCH (COLOR: NON-DYED, BROWN).
11. LANDSCAPE CONTRACTOR SHALL COORDINATE PLANTING SCHEDULE WITH LANDSCAPE MAINTENANCE CONTRACTOR, TO ENSURE PROPER WATERING OF PLANTED AND SODDED AREAS AFTER INITIAL INSTALLATION.
12. LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH OTHER CONTRACTORS ON SITE TO MINIMIZE ANY REDO OF COMPLETED LANDSCAPE WORK AND DAMAGE TO PLANT MATERIAL.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN LAYOUT WORK. UPON REQUEST, LANDSCAPE ARCHITECT SHALL BE AVAILABLE TO ASSIST/APPROVE CONTRACTOR LAYOUT.
14. EVERY ATTEMPT HAS BEEN MADE TO DEPICT ALL EXISTING UTILITY LINES. CONTRACTOR SHALL USE PRECAUTION WHEN DIGGING. CONTRACTOR SHALL MAKE THEMSELVES THOROUGHLY FAMILIAR WITH ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO ANY DIGGING, VERIFYING LOCATIONS AND DEPTHS OF ALL UTILITIES.
15. IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE PRIOR TO BID SUBMITTAL, TO BECOME FAMILIAR WITH EXISTING CONDITIONS AT THE SITE.
16. PLANT LIST QUANTITIES PROVIDED AT TIME OF FINAL PLANS ARE APPROXIMATIONS. CONTRACTORS ARE RESPONSIBLE FOR COMPLETING THEIR OWN QUANTITY TAKE-OFFS. IF A DISCREPANCY IS FOUND BETWEEN THE PLAN AND THE PLANT LIST, THEN THE PLAN SHALL PREVAIL.
17. PLANT SUBSTITUTIONS ARE ALLOWED DUE TO PLANT AVAILABILITY OR PLANTING TIME OF YEAR, ONLY WITH THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT. IF SUBSTITUTIONS ARE MADE WITHOUT PRIOR CONSENT, THE LANDSCAPE ARCHITECT MAINTAINS THE RIGHT TO REJECT MATERIAL IN THE FIELD, AT THE COST TO THE CONTRACTOR.
18. CONTRACTOR TO PROVIDE TEST OF EXISTING AND IMPORTED SOILS PER SPECIFICATIONS. PLANTING SOIL SHALL BE AMENDED PER SPECIFICATIONS.
19. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AREAS OF POOR DRAINAGE OR OTHER UNUSUAL SUBSURFACE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION FOR PLANTING PITS.
20. ALL TURF SHALL SHALL BE KENTUCKY BLUEGRASS BLEND SOD (MINERAL, NOT PEAT), PER VILLAGE, SEED IS NOT ALLOWED.
21. CONTRACTOR SHALL RESTORE LAWN AREAS THAT HAVE REMAINED PARTIALLY INTACT, TOP DRESSING WITH SOIL, SCARIFYING, AND SEEDING TO FORM A SMOOTH, FULL, EVEN LAWN, FREE OF BARE SPOTS, INDENTATIONS, AND WEEDS.
22. LANDSCAPE DETAILS SHOWN ARE FOR DESIGN INTENT ONLY. LANDSCAPE ARCHITECT ASSUMES NO LIABILITY. CONTRACTOR IS RESPONSIBLE FOR ERECTING AND INSTALLING PROPERLY BUILT AMENITIES PER CODE, PER SITE CONDITIONS (FINAL GRADING & UTILITY LOCATIONS), AND PER AREA CLIMATE CONDITIONS. ALL LANDSCAPE SITE DETAILS FOR STRUCTURES AND FOOTINGS SHALL BE REVIEWED & APPROVED BY A STRUCTURAL ENGINEER.
23. CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A ONE-YEAR WARRANTY ON ALL PLANT MATERIAL.
24. (IF APPLICABLE) CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A THREE-YEAR MONITORING AND MAINTENANCE PROGRAM ON ALL NATURALIZED DETENTION AREAS.

TREE INVENTORY

NOTE!

REFER TO ADDENDUM FOR TREE INVENTORY - LISTING OF ALL EXISTING TREES, THEIR SPECIES, SIZE, CONDITION, VILLAGE CODE CLASSIFICATION, OUTCOME AND ANY TREE REPLACEMENTS REQUIRED PER CODE.

LANDSCAPE PLANTINGS SUMMARY

Required Plantings

Vehicular Use Area (VUA)
Per Title XV, Chapter 150 - Zoning Code, Article XXII

	Required	Provided
VUA within 25' of a street	5 ft. min. depth	>5 ft. min. depth
VUA Interior Landscaping (lot w/ 12 or more spaces)	8% interior landscape	>8% interior landscape
Tree Planting Island Spacing	max. 10 spaces between	11 spaces between*
Tree Planting Island Size	Min. width 8.5 ft./ Min. 180 SF	met, except for island at north entry* met, except for island at north entry*
Trees Required per Island	1, 3" caliper tree/180 SF	met, except for island at north entry*

* Requirement not met due to existing conditions and/or at the request of the easement holder/owner of connecting lot

Required Landscape Planting Quantities

Per Title XV, Chapter 150 - Zoning Code, Article XXII

	Required Trees*	Provided Trees
Shade or Ornamental Trees (3" / 8' high, 1 per 40 LF)	119	-
Shade (3" Caliper, Overall Plant List)	-	61
Shade (3" caliper, Club)	-	2
Ornamental Trees (8' high, Overall Plant List)	-	55
Ornamental Trees (8' high, Club)	-	1
Total Shade or Ornamental Trees	**119**	**119**
Evergreen Trees (8' high, 1 per 60 LF)	55	-
Evergreen Trees (8' high, Overall Plant List)	-	52
Evergreen Trees (8' high, Club)	-	3
Total Evergreen Trees	**55**	**55**
Total	**174**	**174**

	Required Shrubs	Provided Shrubs
Shrubs (24" min., 1 per 5 LF))	952	-
Shrubs (Overall Plant List)	-	392
Shrubs (Club)	-	195
Shrubs (Front Load Townhome Foundations)	-	751
Shrubs (Rear Load Townhome Foundations)	-	2,613
Total	**952**	**3,951**

* Requirements calculated and provided by City of Highland Park

Per Title IX, Chapter 94, Article IV - Tree Preservation

	Replacements Req'd	Replacements Provided
Removals:		
Heritage Trees = removals (0), multiplier (x4)	0 (Category A only)	0
Key Trees = removals (21), multiplier (x3)	63 (Category A or B)	63
Protected Trees = removals (82), multiplier (x2)	164 (Category A, B or C)	164
Other Trees (46 removed)	0	0
Dead Trees (68 removed)	0	0
Total Trees	**227**	**227**
Replacements by Category:		
Shade Trees, 3" caliper, Category A (Overall)		63
Total Replacements, Key, Category A or B		**63**
Shade Trees, 3" caliper, Category A (Overall)		16
Evergreen Trees, 8' high, Category B (Overall)		25
Ornamentals, 8' high; Category C (Overall)		24
Ornamentals, 8' high; Category C (Club)		1
Ornamentals, 8' high; Category C (TH Foundations)		98
Total Replacements, Protected, Category A, B or C		**164**
Total Replacement Trees		**227**

Plantings Exceeding Code Requirements

Shade Trees, 2.5" caliper (Overall)	54
Evergreen Trees (6' high, Overall Plant List)	19

Notes!
1. Final Removals subject to field verification.
2. See Addendum for Existing Tree Inventory.

ARBORIST METHODS FOR ADDRESSING EXISTING TREES

The following techniques and strategies are recommended to be followed to ensure the best possible success in retaining existing trees:

Protective Fencing
All trees to be preserved on site shall be identified based on the tree preservation plan. Once identified, tree protection fencing shall be installed in accordance to the tree preservation plan, tree preservation detail, specifications, and all village codes. In addition to the tree protection fencing, a protective sedimentation fence shall be installed at the Critical Root Zone (CRZ) of all significant trees or protected trees which are located downgrade of all clearing, excavation and/or construction activity. Fencing shall be installed prior to any construction activities, including tree removal. For trees at or near the property lines, fencing shall only be installed up to the property line on the **Residences of Highland Park** side.

At no time shall any construction activity, equipment, parking/placement of vehicles, materials, spoils, or debris be stored within the Tree Protection Zone (TPZ). In addition, no crushed limestone, hydrocarbons or other materials detrimental to trees shall be stored on the uphill side adjacent to protected trees. All project contractors shall be educated regarding these above stipulations prior to commencement of on-site work.

Protective fencing must be in place around the TPZ and approved by the City Forester prior to beginning construction. Fencing must remain in place during the entire construction period to prevent impingement of construction vehicles, materials, spoils and equipment into or upon the Tree Preservation area. All fencing shall be of a ridged material and must be secured to metal posts driven into the ground, spaced no further than ten feet (10') apart.

Tree Removal
Once protective fencing has been installed, removal of existing trees as identified on the tree preservation can be undertaken by a qualified tree removal company . Trees and stumps shall be removed following accepted arboricultural practices, and can be chipped on site for use as mulch. For tree removals adjacent to protective fencing or vegetation, at no time shall vegetation be forcibly removed in such a manner that would damage the root system of surrounding preserved vegetation.

Root Pruning
Root pruning, using accepted arboricultural practice, shall occur along the outside edge of the protective fencing in circumstances where either the limit of construction encroaches on the CRZ, or where trees that are being removed are directly adjacent to trees being preserved. Root Pruning loactions have been indicated on the Tree Preservation Plan.

Fertilization
All trees that are being root pruned shall also receive fertilization to promote new root growth.

Two-Lined Chestnut Borer
Prior to construction, Key and Heritage Oaks that are in close proximity to excavation and other construction activity shall be monitored, existing soil PH tested, and conditions recorded by a certified arborist. During and post construction, these trees shall be periodically inspected for 3 years post-construction and monitored for canopy transparency, dieback, and staghorning. If these conditions indicate signs of the tree's declining health, then the tree(s) shall be treated with a systemic insecticide to keep the borer under control, and soil PH corrected via fertilizer or other additives to be determined by the arborist.

Limestone
Crushed Limestone has not been proposed and shall not be used within the TPZ or within the CRZ of any preserved tree.

Additional Landscaping
The landscape plan has been designed in a way that minimizes the potential damage to roots by limiting any planting within the critical root zones, including those trees identified to be further addressed. All landscape work to be conducted within the protective fencing zone shall be hand-dig only.

All work regarding the removal and protection of existing trees shall be conducted by or under the supervision of an ISA Certified Arborist.

(Prepared by Karl Krogstad, ISA Certified Arborist IL-5462A)

RATING SCALE: TREE CONDITION / FORM

Excellent / "1"
The tree is typical of the species, has less than 10% deadwood in the crown that is attributable to normal clauses, has no other observed problems, and required no remedial action.

Good / "2"
The tree is typical of the species and/or has less than 20% deadwood in the crown, only one or two minor problems that are easily corrected with normal care.

Fair / "3"
The tree is typical of the species and/or has less than 30% deadwood in the crown, one or two minor problems that are not eminently lethal to the tree, and no significant decay or structural problems, but the tree must have remedial care above normal care in order to minimize the impact of future stress and to insure continued health.

Poor / "4"
The tree is not typical of the species and/or has significant problems such as 30-50% deadwood in the crown, serious decay or structural defect, insects, disease or other problems that can be eminently lethal to the tree or create a hazardous tree if not corrected in a short period of time or if the tree is subjected to additional stress.

Critical / "5"
The tree is not typical of the species and/or has over 50% deadwood in the crown, major decay or structural problems, is hazardous or is severely infested with insects, disease, or other problems that even if aggressively corrected would not result in the long term survival of the tree.

Dead / "6"
Less than 10% of the tree shows signs of life.

HABITAT™

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

REVISIONS

1.	1/15/26 PER STAFF COMMENTS
2.	1/22/26 PER CONDITIONS FOR APPROVAL
3.	2/03/2026 SOUTH FENCE SETBACK
4.	
5.	
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PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN
- TREE PRES / REMOVAL PLAN NOTES & DETAILS

SHEET NUMBER

L0.3

NOTES: TREE PRESERVATION

1. TREE PRESERVATION:

   A. **ALL WORK MUST BE PERFORMED ACCORDING TO THE APPROVED TREE PRESERVATION PLAN. IT IS STRONGLY RECOMMENDED TO DOCUMENT GOOD STEWARDSHIP PRACTICES DURING CONSTRUCTION. IF REQUIRED, PRIOR TO COMMENCING ANY DEMOLITION / CONSTRUCTION ACTIVITY, NOTIFY MUNICIPAL FORESTRY DEPARTMENT (NOTIFY AT LEAST 48 HOURS IN ADVANCE OF WORK).**

   B. AN APPROVED TREE PRESERVATION PLAN MUST BE AVAILABLE AT THE BUILDING SITE.

   C. PRIOR TO ANY DEMOLITION / CONSTRUCTION ACTIVITY, INSTALL TREE PRESERVATION FENCE AND PERFORM ROOT PRUNING FOR ALL PROTECTED TREES.

   D. FENCE THE CRITICAL ROOT ZONE (CRZ) / CANOPY DRIP-LINE, OF THE ENTIRE EXISTING TREE TO BE PRESERVED, WITH TREE PROTECTION FENCE. FENCE TO PREVENT WOUNDS TO THE TREE & SOIL COMPACTION. POST THE FENCE WITH A SIGN STATING, "TREE PROTECTION ZONE - KEEP OUT".

   E. ALL REQUIRED TREE PROTECTION FENCING SHALL REMAIN IN PLACE UNTIL THE TIME OF FINISH GRADING AND LANDSCAPING.

   F. NO TRENCHING SHOULD BE DONE WITHIN THE TREE PROTECTION ZONES FOR ANY CONSTRUCTION ACTIVITY, UNLESS PRE-APPROVED BY PROJECT ARBORIST &/OR PROJECT LANDSCAPE ARCHITECT.

   G. NO GRADE CHANGES SHOULD BE DONE WITHIN THE TREE PROTECTION ZONES OF TREES FOR ANY CONSTRUCTION ACTIVITY.

   H. SHOULD IT BE NECESSARY TO TRENCH WITHIN THE CRZ FOR UTILITIES, INCLUDING DISCONNECTION OR CAPPING OF EXISTING UTILITIES, ALL TRENCHES SHALL BE HAND DUG. NO ROOTS LARGER THAN TWO INCHES (2") SHALL BE CUT, UNLESS NO OTHER ALTERNATIVE IS FEASIBLE. ALL SMALLER ROOTS THAT REQUIRE CUTTING, SHALL BE CUT WITH A SHARP PRUNING SAW. CUTS SHALL BE MADE FLUSH WITH THE SIDE OF THE TRENCH. IF AT ANY TIME, TWENTY-FIVE PERCENT (25%) OF THE AREA WITHIN THE CRZ IS BEING SEPARATED FROM THE TREE BY A TRENCH, THEN THE LINE SHALL BE EITHER RELOCATED OR INSTALLED USING TRENCH-LESS METHODS.

   I. LOCATE THE PROPOSED WATER AND SEWER LINES OUTSIDE OF THE TREE PROTECTION ZONE OR INSTALL THE SEWER AND WATER UTILITIES USING TRENCH-LESS METHODS. AUGER THROUGH THE ENTIRE TREE PROTECTION ZONE, LOCATE PITS OUTSIDE OF THE TREE PROTECTION ZONE.

   J. THE PROPOSED WATER SERVICE LINE VALVES (B-BOXES), ARE TO BE TEN FEET (10') FROM PRESERVED TREES. IF FUTURE UTILITY EXCAVATIONS NEED TO OCCUR, THIS REDUCES THE CHANCES OF EXTENSIVE STEM OR ROOT DAMAGE, WHICH COULD LEAD TO TREE DECLINE.

   K. AT NO TIME SHALL ANY EQUIPMENT, MATERIALS, SUPPLIES OR FILL SOIL BE ALLOWED IN THE TREE PROTECTION ZONE(S). DO NOT STORE EXCAVATED SOIL OR THE DUMPSTER WITHIN THE DRIP-LINE (CRZ) OF THE PRESERVED TREE(S).

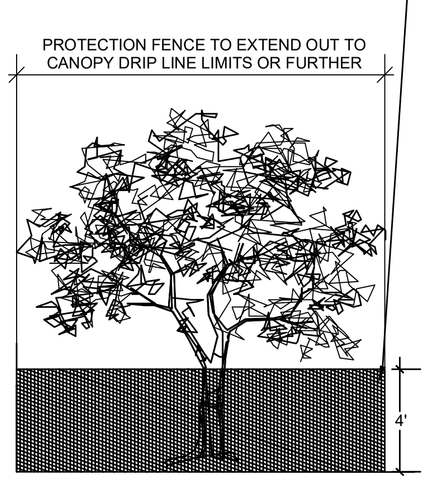
   L. **REMOVAL OF ANY HARDSCAPE WITHIN THE TREE PROTECTION ZONES WILL BE DONE BY HAND.** NO ROOTS LARGER THAN TWO INCHES (2") SHALL BE CUT, UNLESS THERE IS NO ALTERNATIVE FEASIBLE. CUTS WILL BE MADE WITH A SHARP PRUNING SAW TO AVOID TEARING AND WILL BE FLUSH WITH THE TREE SIDE OF THE TRENCH.

   M. THE TREE PROTECTION ZONE MAY BE MULCHED TO IMPROVE THE GROWING CONDITIONS FOR TREE ROOTS AND TO MINIMIZE MAINTENANCE OF THE LAWN.

   N. ALL OFF-SITE TREES SHALL BE PRESERVED.

   O. EXISTING TREES SHOWN TO REMAIN SHALL BE PRESERVED TO THE BEST EXTENT POSSIBLE, PENDING FINAL SITE PLAN, FINAL CIVIL ENGINEERING, AND/OR ANY UNFORESEEN ISSUES.

DETAIL: TREE PROTECTION FENCE



FENCE TO BE PROVIDED AROUND ALL OFF-SITE TREES WHOSE CANOPY DRIP-LINE EXTENDS ACROSS BOUNDARIES OF PROJECT SITE.

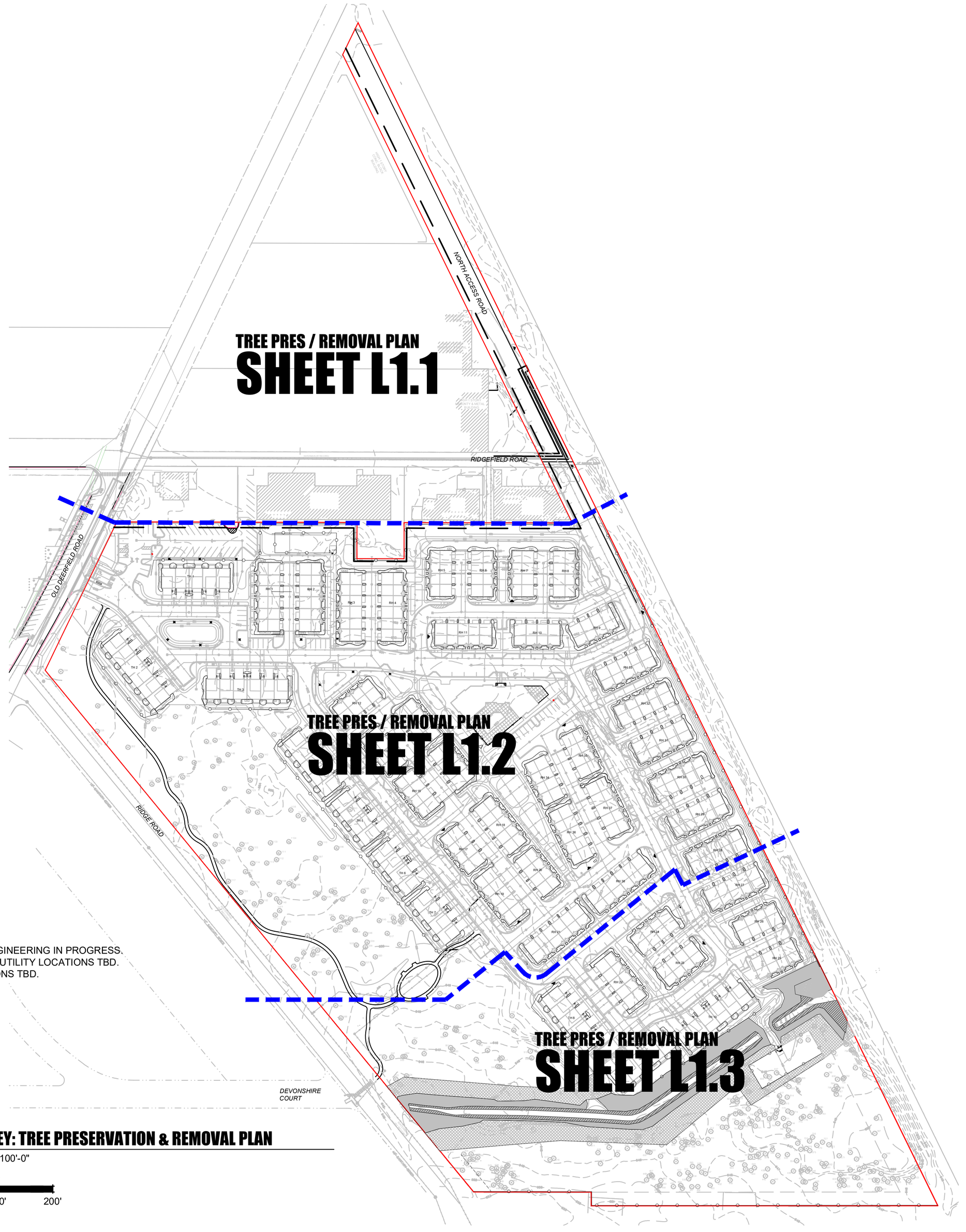
FENCE IS FOR PROTECTION OF ZOOT ZONES.

FENCE SHALL REMAIN IN PLACE ON PROJECT SITE UNTIL ADJACENT CONSTRUCTION IS COMPLETE.

FENCE SHALL BE 4' TALL, WOOD LATHE OR CHAIN LINK, POSTED WITH A SIGN THAT READS: "TREE PROTECTION ZONE - KEEP OUT"

SECURE FENCE TO WOODEN STAKES OR METAL POLES, SPACED NO GREATER THAN 8' ON CENTER

NOTE!
AFTER EXISTING TREES ARE FENCED, NOTHING IS TO BE DISTURBED, STORED, PARKED, ETC., INSIDE CONSTRUCTION FENCE. REMOVE FENCE ONLY AFTER ALL CONSTRUCTION WORK HAS BEEN COMPLETED.



NOTE!
- PLAN DEPICTS ENGINEERING IN PROGRESS. FINAL GRADING & UTILITY LOCATIONS TBD.
- LIGHTING LOCATIONS TBD.

NORTH

SHEET KEY: TREE PRESERVATION & REMOVAL PLAN

SCALE: 1" = 100'-0"

0 50' 100' 200'

HABITAT™

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

REVISIONS

1.	1/15/26 PER STAFF COMMENTS
2.	1/22/26 PER CONDITIONS FOR APPROVAL
3.	2/03/2026 SOUTH FENCE SETBACK
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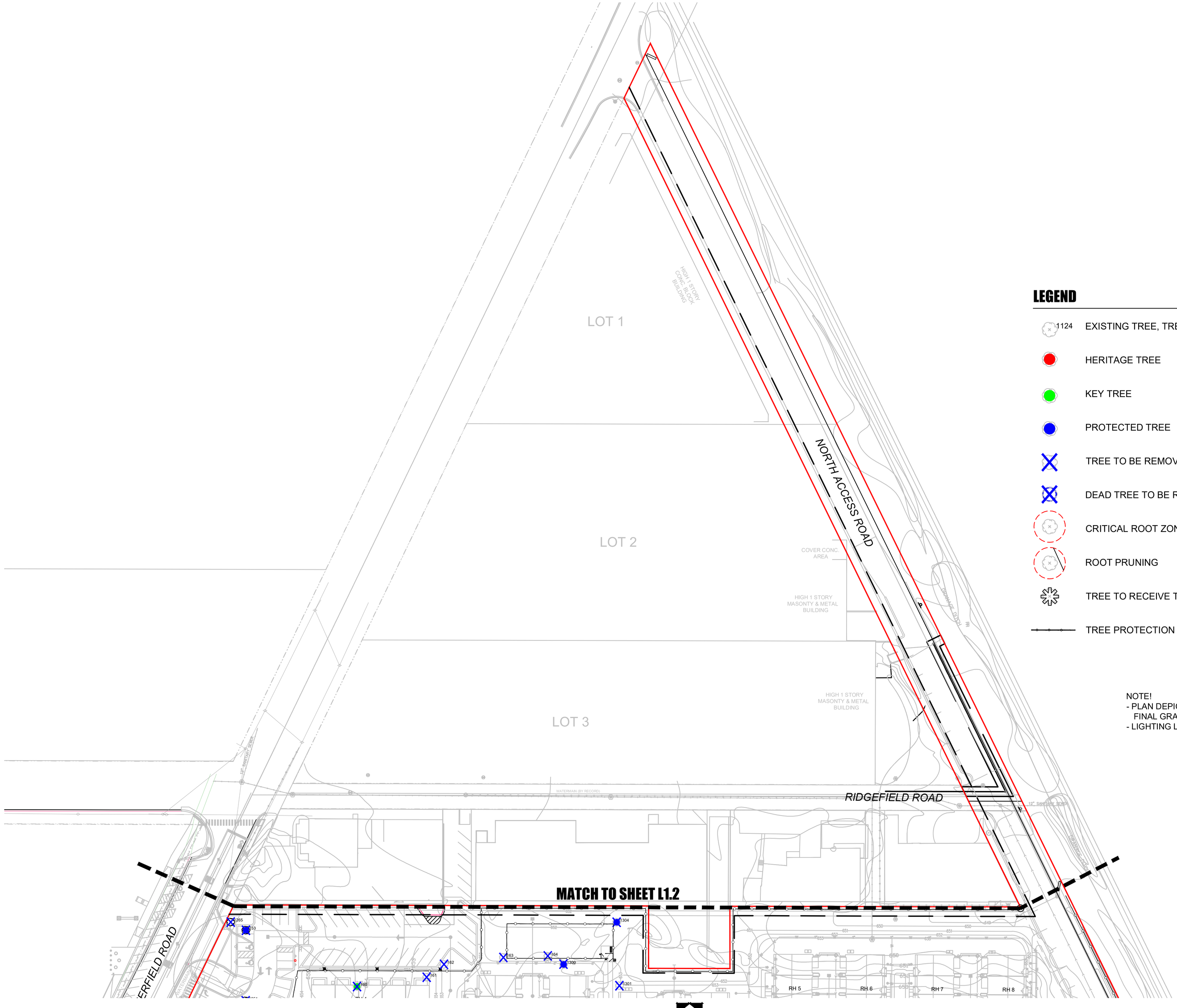
PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN
- TREE PRES / REMOVAL PLAN SHEET KEY

SHEET NUMBER

L1.0



LEGEND

- 1124 — EXISTING TREE, TREE TAG NUMBER
- HERITAGE TREE
- KEY TREE
- PROTECTED TREE
- TREE TO BE REMOVED
- DEAD TREE TO BE REMOVED
- CRITICAL ROOT ZONE (*SHOWN ONLY FOR TREES NEAR DISTURBANCE*)
- ROOT PRUNING
- TREE TO RECEIVE TREATMENT FOR 2-LINED CHESTNUT BORER
- TREE PROTECTION FENCING

NOTE!
- PLAN DEPICTS ENGINEERING IN PROGRESS. FINAL GRADING & UTILITY LOCATIONS TBD.
- LIGHTING LOCATIONS TBD.

NORTH

TREE PRESERVATION & REMOVAL PLAN - FAR NORTH

SCALE: 1" = 50'-0"

0 25' 50' 100'

HABITAT™

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STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

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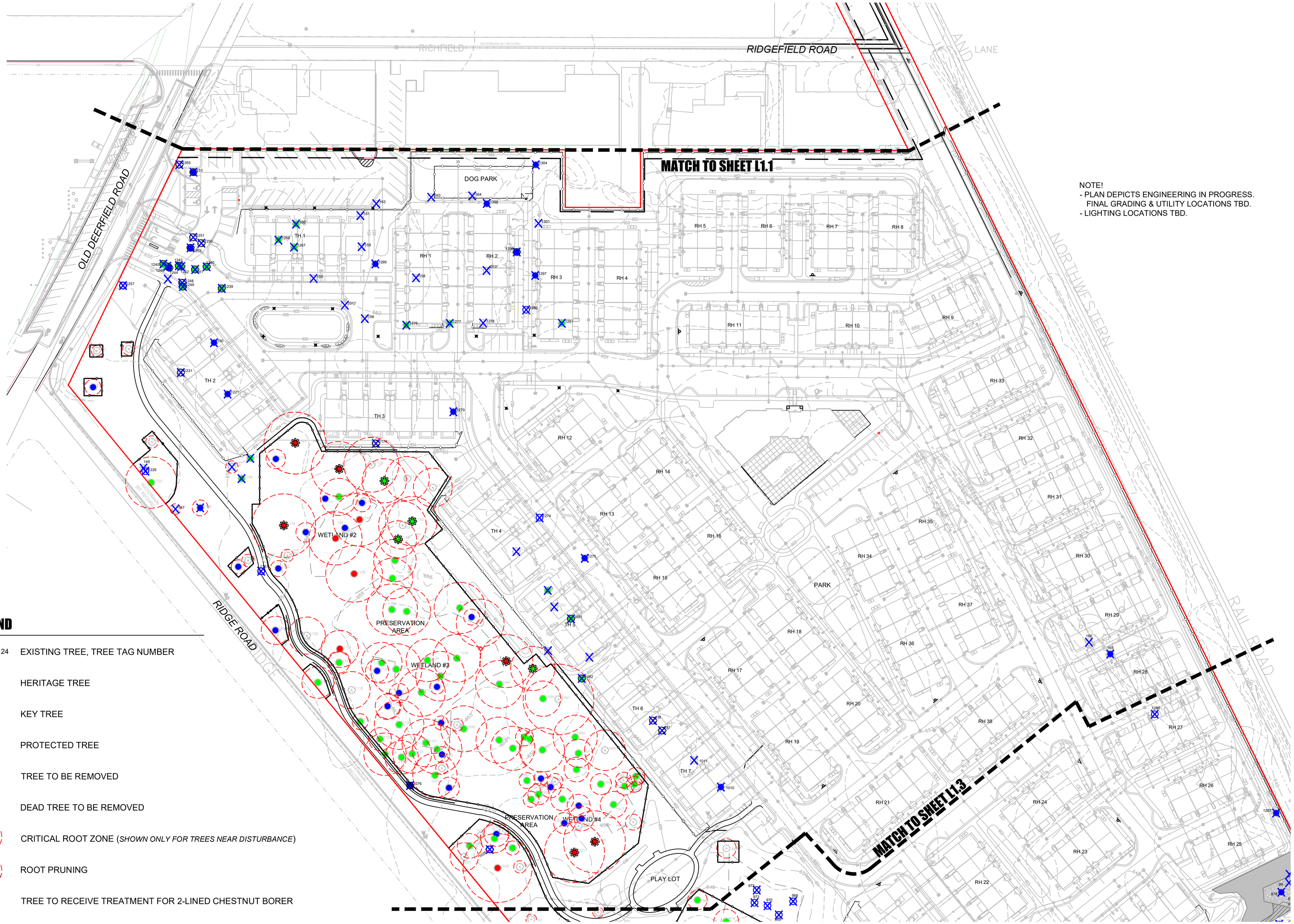
PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN
- TREE PRES / REMOVAL PLAN FAR NORTH

SHEET NUMBER

L1.1



NOTE!
- PLAN DEPICTS ENGINEERING IN PROGRESS. FINAL GRADING & UTILITY LOCATIONS TBD.
- LIGHTING LOCATIONS TBD.

LEGEND

- 1124 EXISTING TREE, TREE TAG NUMBER
- HERITAGE TREE
- KEY TREE
- PROTECTED TREE
- TREE TO BE REMOVED
- DEAD TREE TO BE REMOVED
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- ROOT PRUNING
- TREE TO RECEIVE TREATMENT FOR 2-LINED CHESTNUT BORER
- TREE PROTECTION FENCING

NORTH

TREE PRESERVATION & REMOVAL PLAN - NORTH

SCALE: 1" = 50'-0"

0 25' 50' 100'

HABITAT™

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9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

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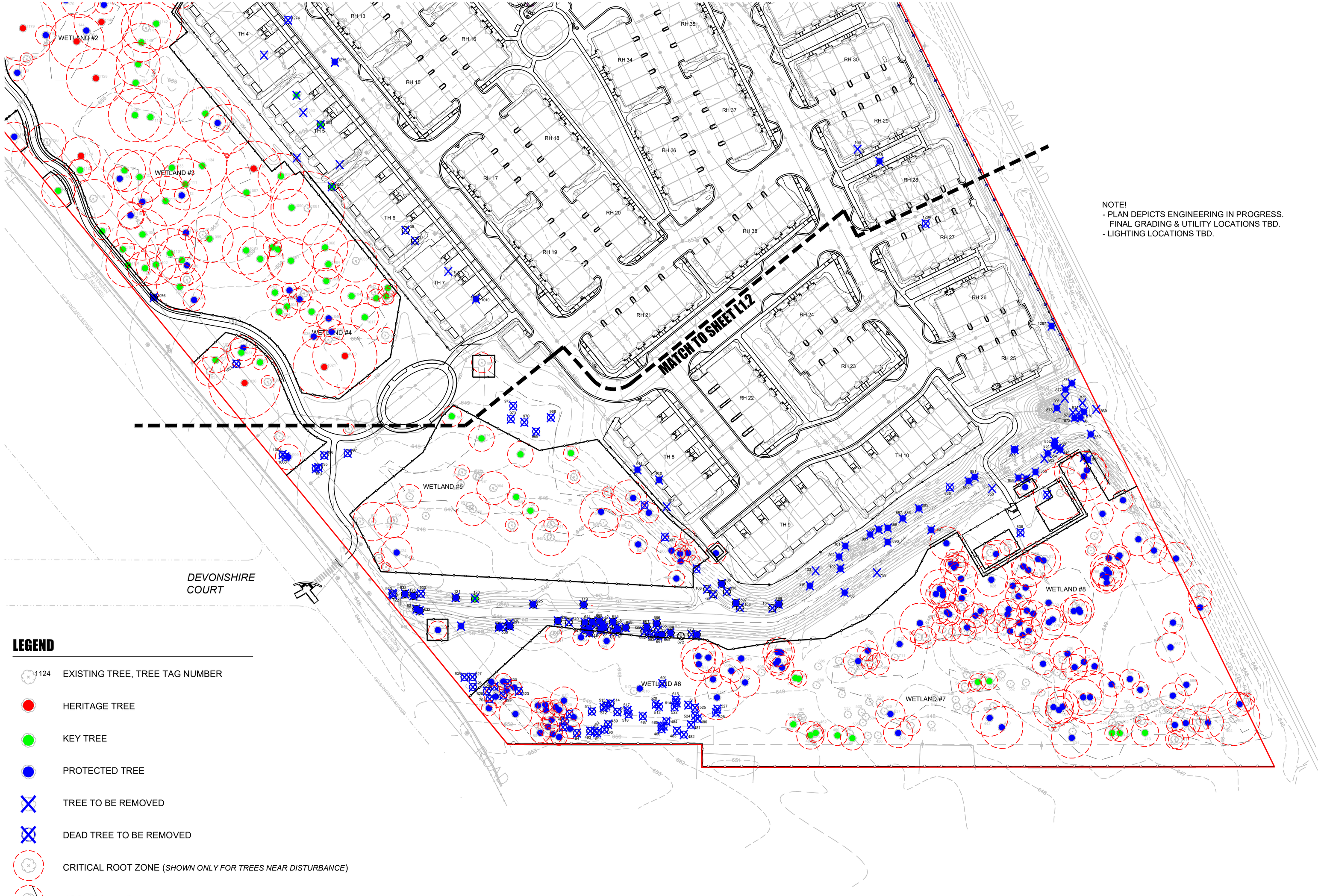
PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - TREE PRES / REMOVAL PLAN NORTH

SHEET NUMBER

L1.2



NOTE!
- PLAN DEPICTS ENGINEERING IN PROGRESS. FINAL GRADING & UTILITY LOCATIONS TBD.
- LIGHTING LOCATIONS TBD.

LEGEND

- 1124 EXISTING TREE, TREE TAG NUMBER
- HERITAGE TREE
- KEY TREE
- PROTECTED TREE
- TREE TO BE REMOVED
- DEAD TREE TO BE REMOVED
- CRITICAL ROOT ZONE (*SHOWN ONLY FOR TREES NEAR DISTURBANCE*)
- ROOT PRUNING
- TREE TO RECEIVE TREATMENT FOR 2-LINED CHESTNUT BORER
- TREE PROTECTION FENCING

NORTH

TREE PRESERVATION & REMOVAL PLAN - SOUTH

SCALE: 1" = 50'-0"

0 25' 50' 100'

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(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

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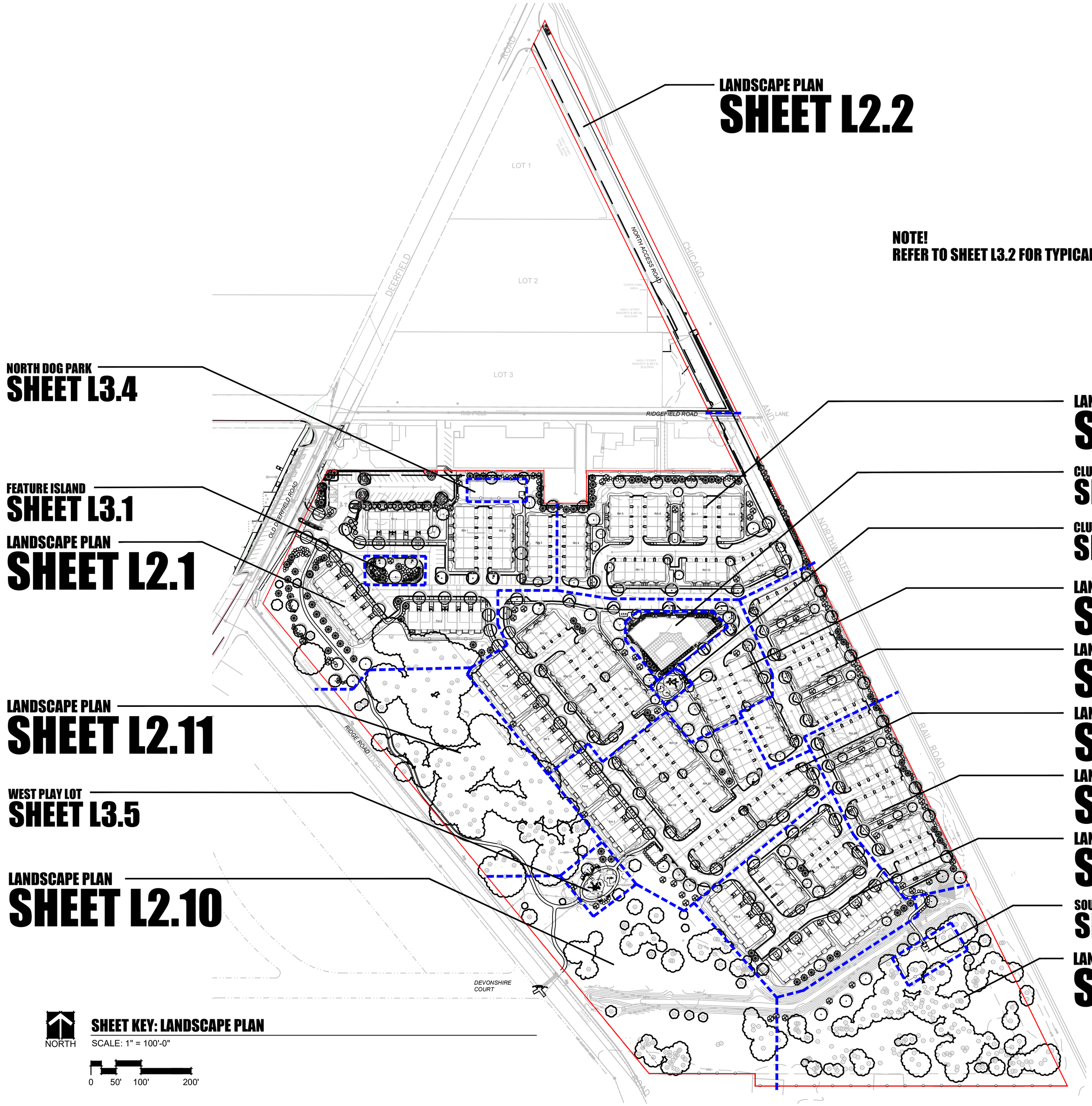
PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - TREE PRES / REMOVAL PLAN SOUTH

SHEET NUMBER

L1.3



NOTE!
REFER TO SHEET L3.2 FOR TYPICAL FOUNDATION LANDSCAPE

LANDSCAPE PLAN
SHEET L2.2

NORTH DOG PARK
SHEET L3.4

FEATURE ISLAND
SHEET L3.1

LANDSCAPE PLAN
SHEET L2.1

LANDSCAPE PLAN
SHEET L2.11

WEST PLAY LOT
SHEET L3.5

LANDSCAPE PLAN
SHEET L2.10

LANDSCAPE PLAN
SHEET L2.3

CLUBHOUSE / POOL
SHEET L3.3

CLUBHOUSE PLAY LOT
SHEET L3.5

LANDSCAPE PLAN
SHEET L2.4

LANDSCAPE PLAN
SHEET L2.5

LANDSCAPE PLAN
SHEET L2.6

LANDSCAPE PLAN
SHEET L2.7

LANDSCAPE PLAN
SHEET L2.8

SOUTH DOG PARK
SHEET L3.4

LANDSCAPE PLAN
SHEET L2.9

NORTH

SHEET KEY: LANDSCAPE PLAN

SCALE: 1" = 100'-0"

0 50' 100' 200'

HABITAT™

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

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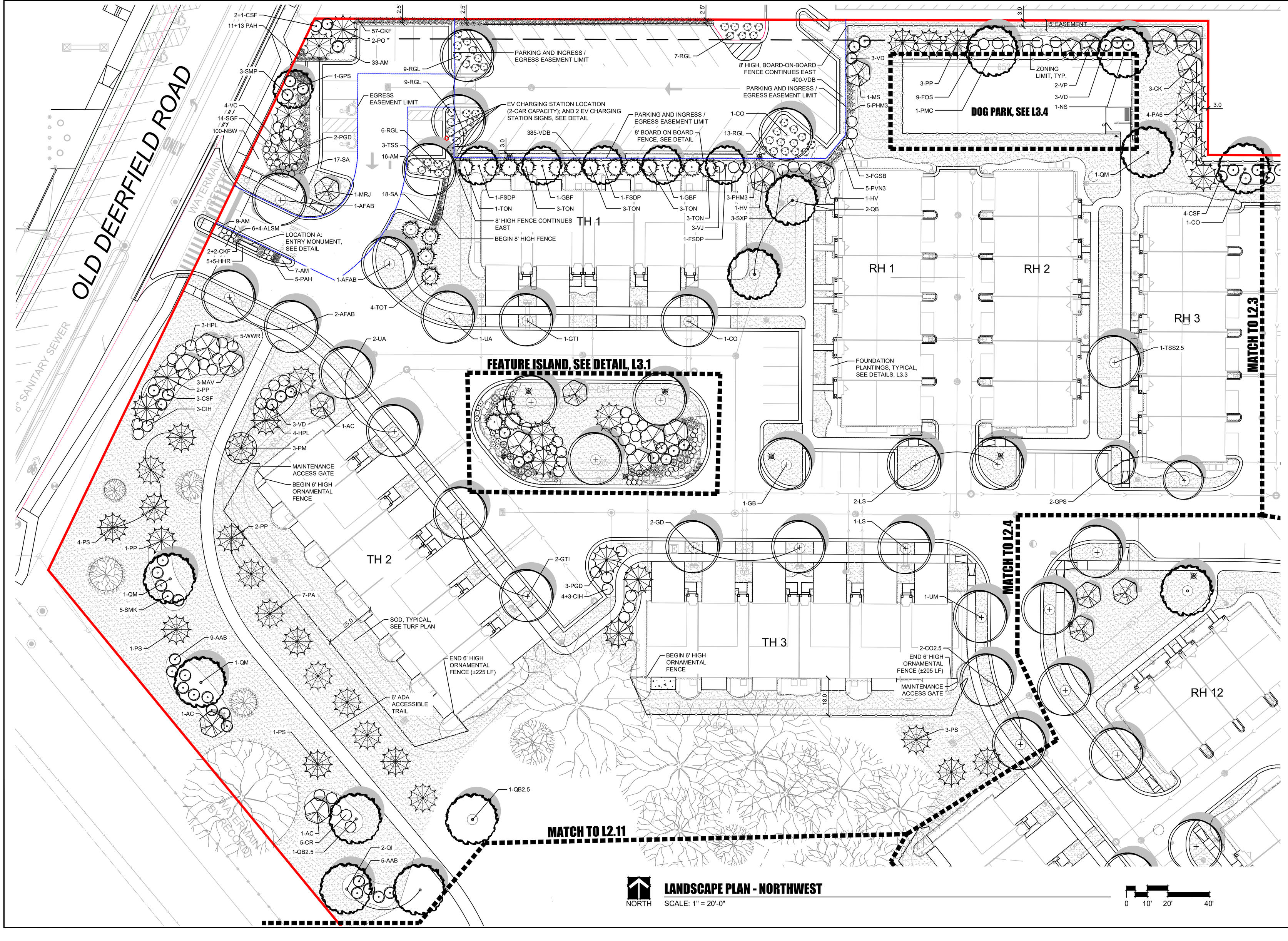
PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN
- SHEET KEY

SHEET NUMBER

L2.0



HABITAT™

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SUITE 110
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(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

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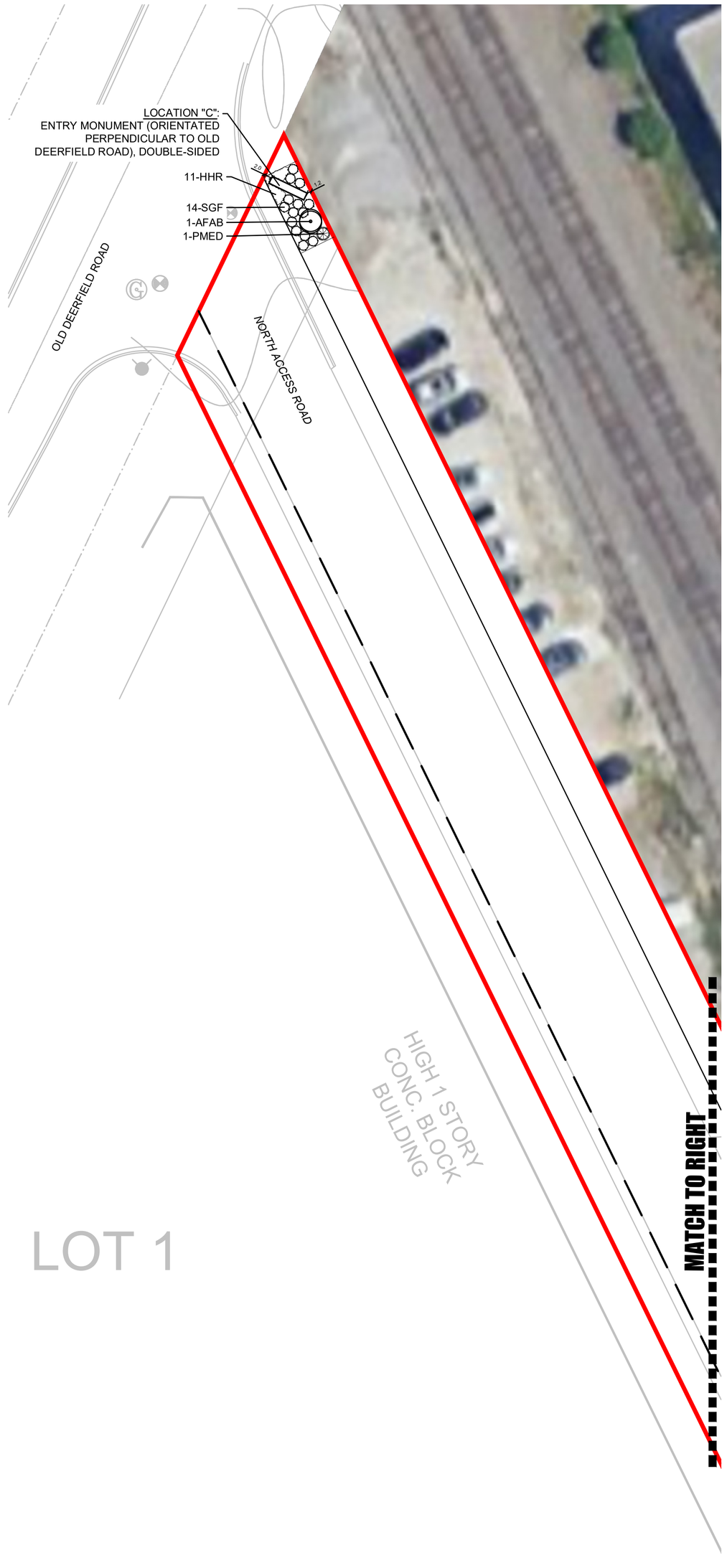
PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - NORTHWEST

SHEET NUMBER

L2.1







NORTH

LANDSCAPE PLAN - NORTH ACCESS ROAD

SCALE: 1" = 20'-0"

0 10' 20' 40'

HABITAT™

dickson design
STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

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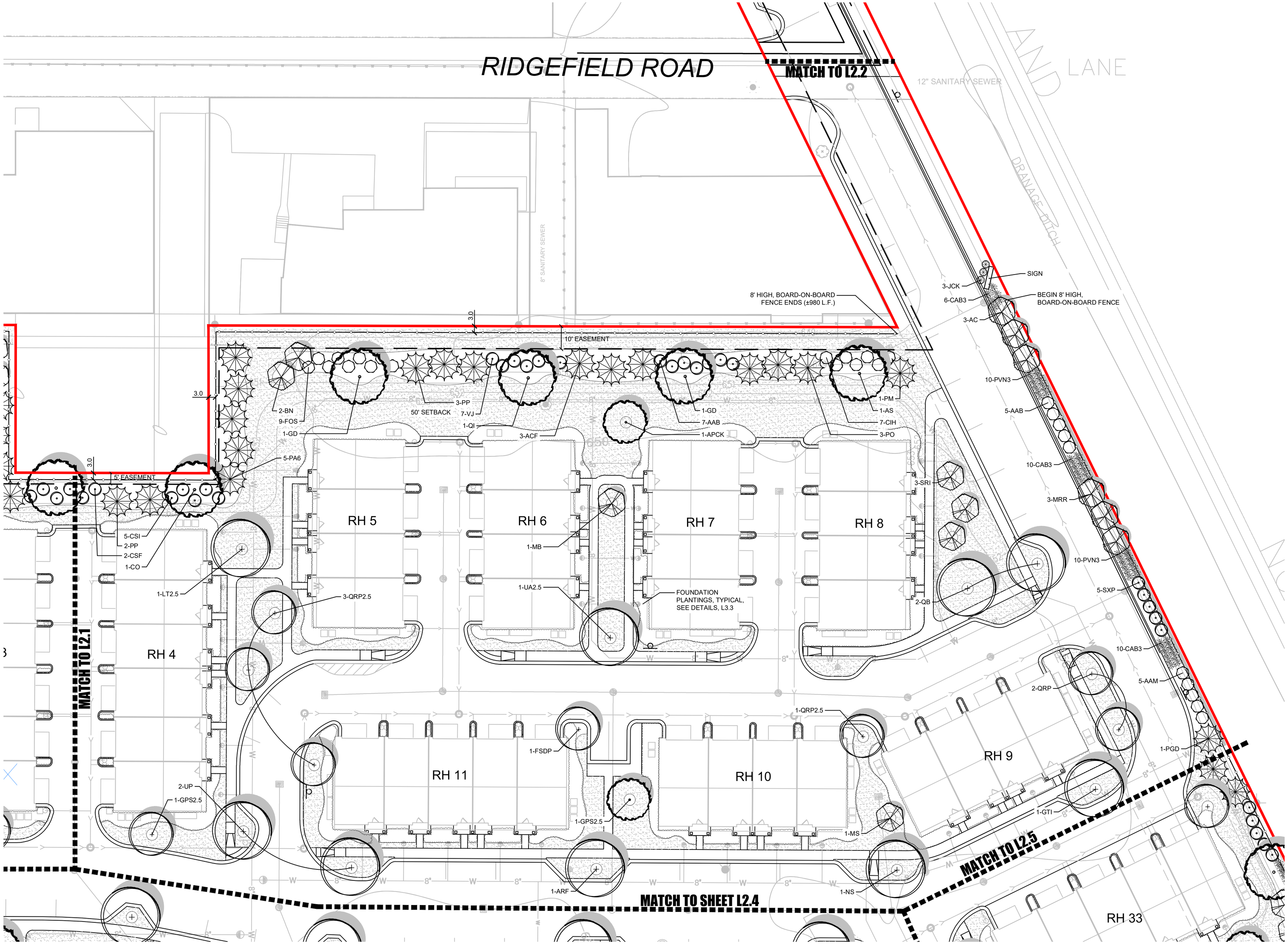
PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - NORTH ACCESS ROAD

SHEET NUMBER

L2.2



NORTH

LANDSCAPE PLAN - NORTHEAST

SCALE: 1" = 20'-0"

0 10' 20' 40'

HABITAT™

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

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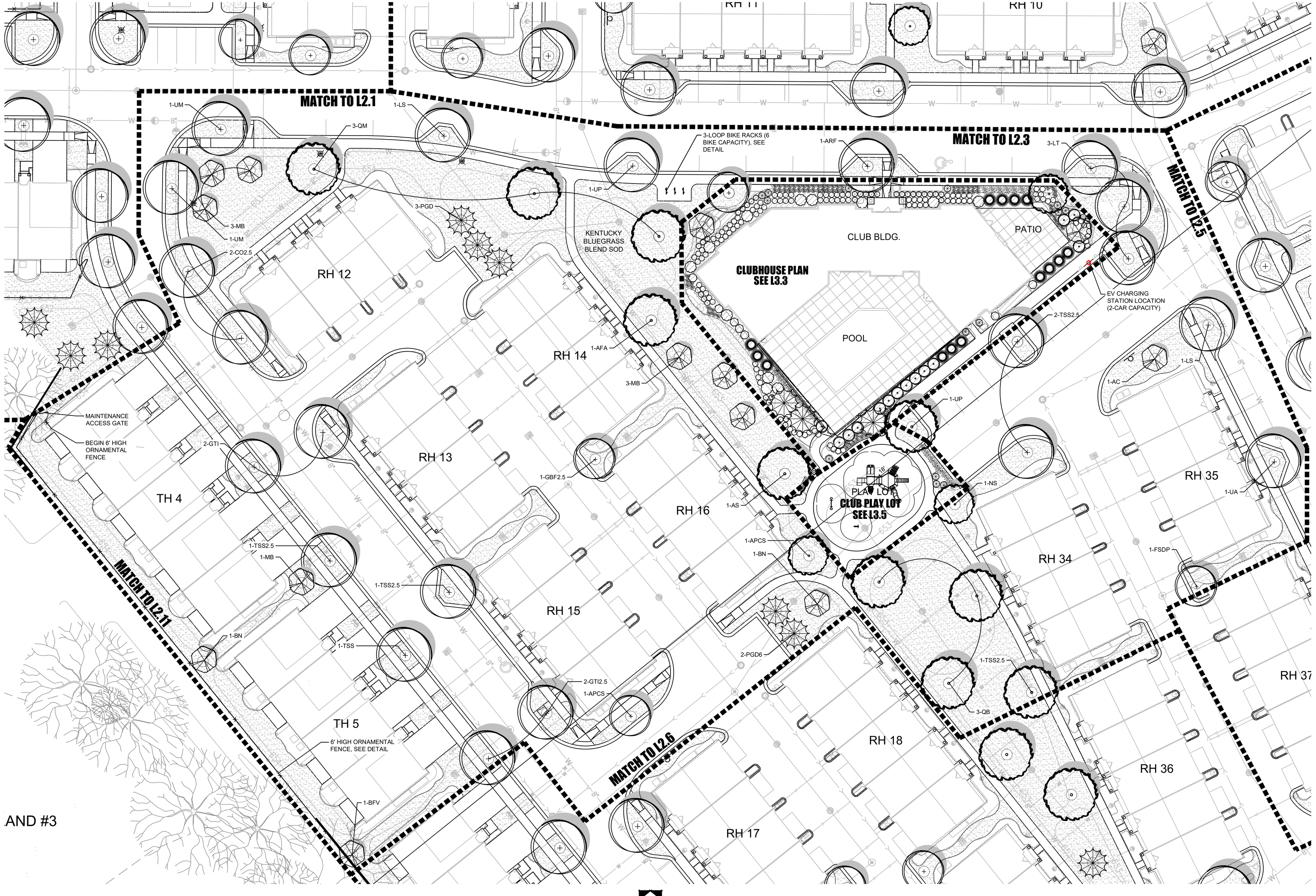
PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - NORTHEAST

SHEET NUMBER

L2.3



NORTH

LANDSCAPE PLAN - NORTH CENTRAL

SCALE: 1" = 20'-0"

0 10' 20' 40'

HABITAT™

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

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PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - NORTH CENTRAL

SHEET NUMBER

L2.4



NORTH

LANDSCAPE PLAN - EAST CENTRAL

SCALE: 1" = 20'-0"

0 10' 20' 40'

HABITAT™

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

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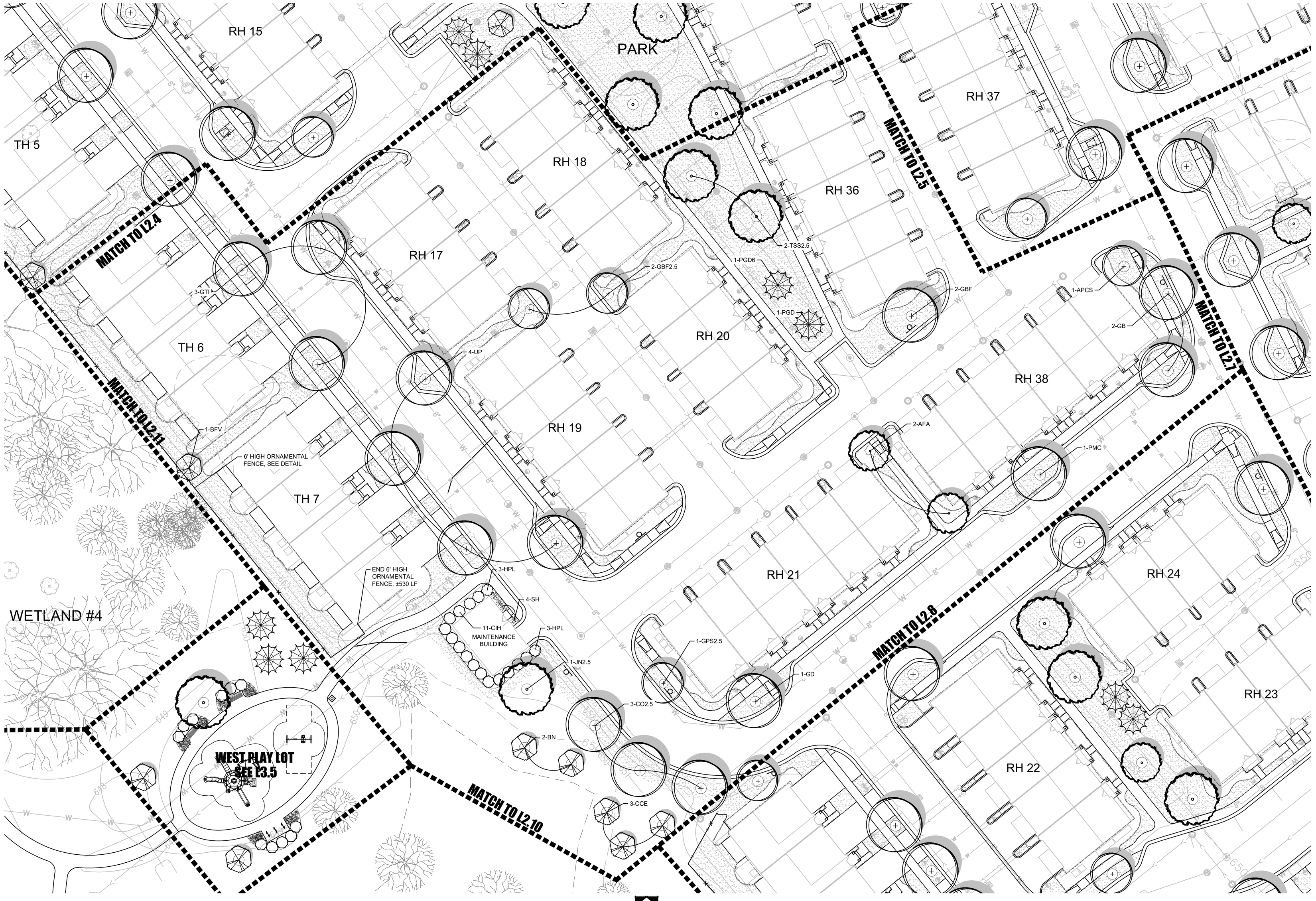
PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - EAST CENTRAL

SHEET NUMBER

L2.5



NORTH

LANDSCAPE PLAN - SOUTH CENTRAL

SCALE: 1" = 20'-0"

0 10' 20' 40'

HABITAT™

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

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PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - SOUTH CENTRAL

SHEET NUMBER

L2.6



NORTH

LANDSCAPE PLAN - SOUTHEAST

SCALE: 1" = 20'-0"

0 10' 20' 40'

HABITAT™

dickson design
STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

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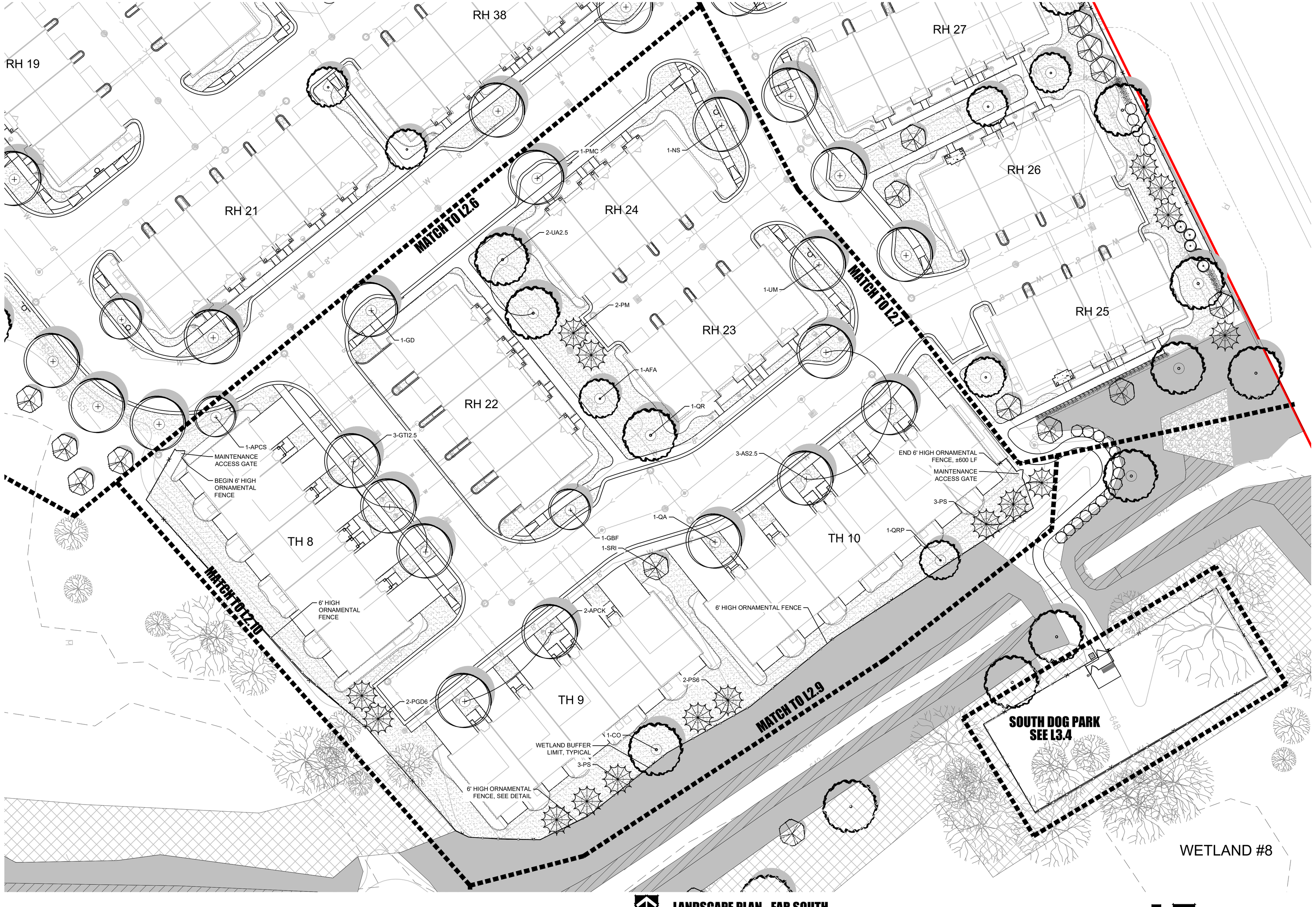
PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - SOUTHEAST

SHEET NUMBER

L2.7



NORTH

LANDSCAPE PLAN - FAR SOUTH

SCALE: 1" = 20'-0"

0 10' 20' 40'

HABITAT™

dickson design
STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

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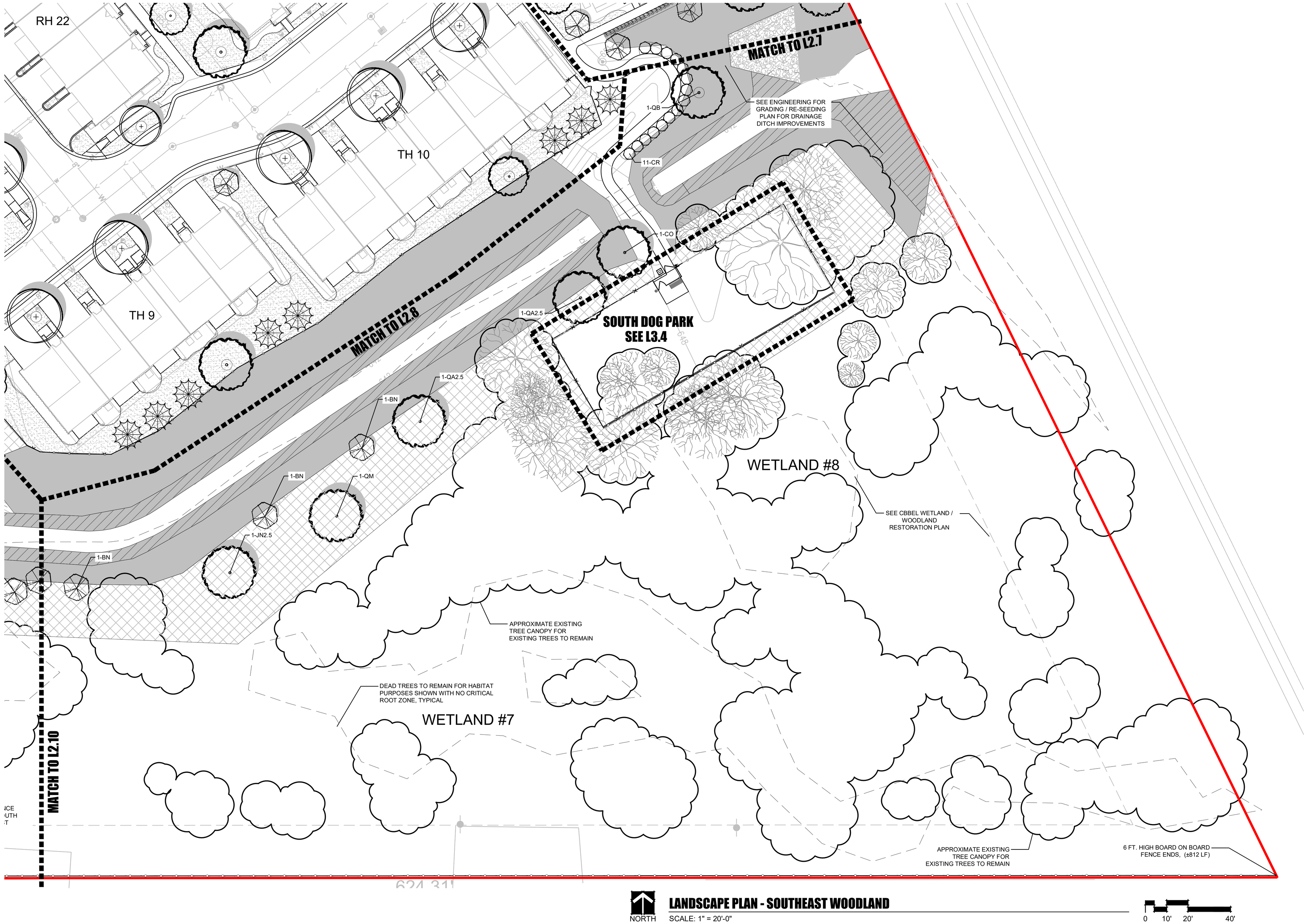
PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - FAR SOUTH

SHEET NUMBER

L2.8



LANDSCAPE PLAN - SOUTHEAST WOODLAND

NORTH

SCALE: 1" = 20'-0"

0 10' 20' 40'

HABITAT™

dickson design
STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

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PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - SOUTHEAST WOODLAND

SHEET NUMBER

L2.9

MATCH TO L2.11

WEST PLAY LOT
SEE L3.5

MATCH TO L2.6

MATCH TO L2.8

RH 2

TH 8

6' WIDE ADA
ACCESSIBLE TRAIL

WETLAND #5

SEE CBBEL WETLAND /
WOODLAND
RESTORATION PLAN

DEAD TREES TO REMAIN FOR HABITAT
PURPOSES SHOWN WITH NO CRITICAL
ROOT ZONE, TYPICAL

APPROXIMATE EXISTING
TREE CANOPY FOR
EXISTING TREES TO REMAIN

DEVONSHIRE COURT

SEE ENGINEERING FOR
GRADING / RE-SEEDING
PLAN FOR DRAINAGE
DITCH IMPROVEMENTS

2-BN

WATERMAIN
(BY RECORD)

40" SANITARY SEWER

SEE CBBEL WETLAND /
WOODLAND
RESTORATION PLAN

WETLAND #6

25'
SETBACK

±31'-7"

4 FT. HIGH
BOARD ON
BOARD FENCE

16.0

TRANSITION

6 FT. BOARD ON BOARD
FENCE BEGINS

6 FT. FENCE
JOGS SOUTH
AND EAST

MATCH TO L2.9

NORTH

LANDSCAPE PLAN - SOUTHWEST WOODLAND

SCALE: 1" = 20'-0"

0 10' 20' 40'

HABITAT™

dickson design
STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

REVISIONS

1.	1/15/26 PER STAFF COMMENTS
2.	1/22/26 PER CONDITIONS FOR APPROVAL
3.	2/03/2026 SOUTH FENCE SETBACK
4.	
5.	
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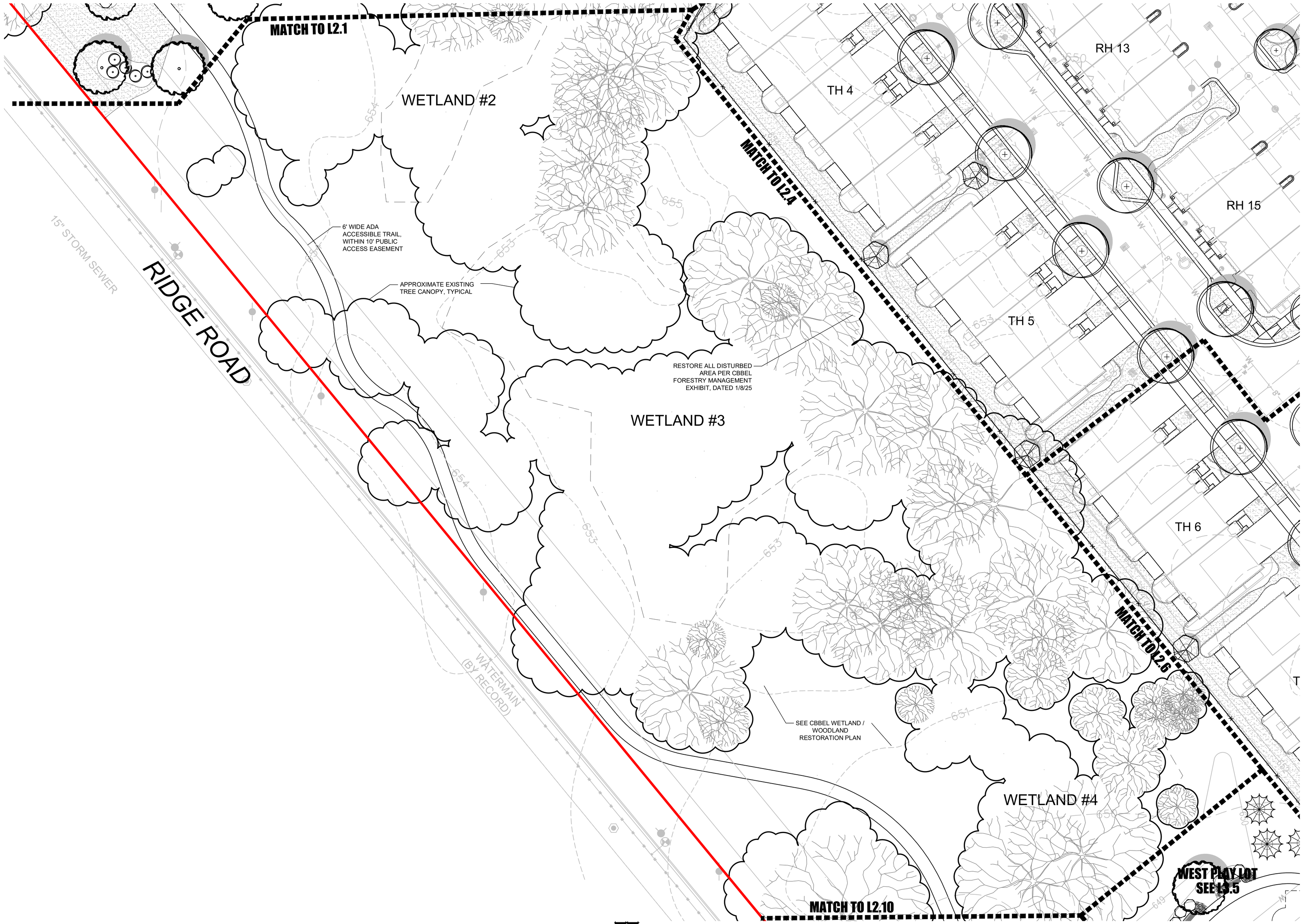
PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - SOUTHWEST WOODLAND

SHEET NUMBER

L2.10



NORTH

LANDSCAPE PLAN - WEST CENTRAL WOODLAND

SCALE: 1" = 20'-0"

0 10' 20' 40'

HABITAT™

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

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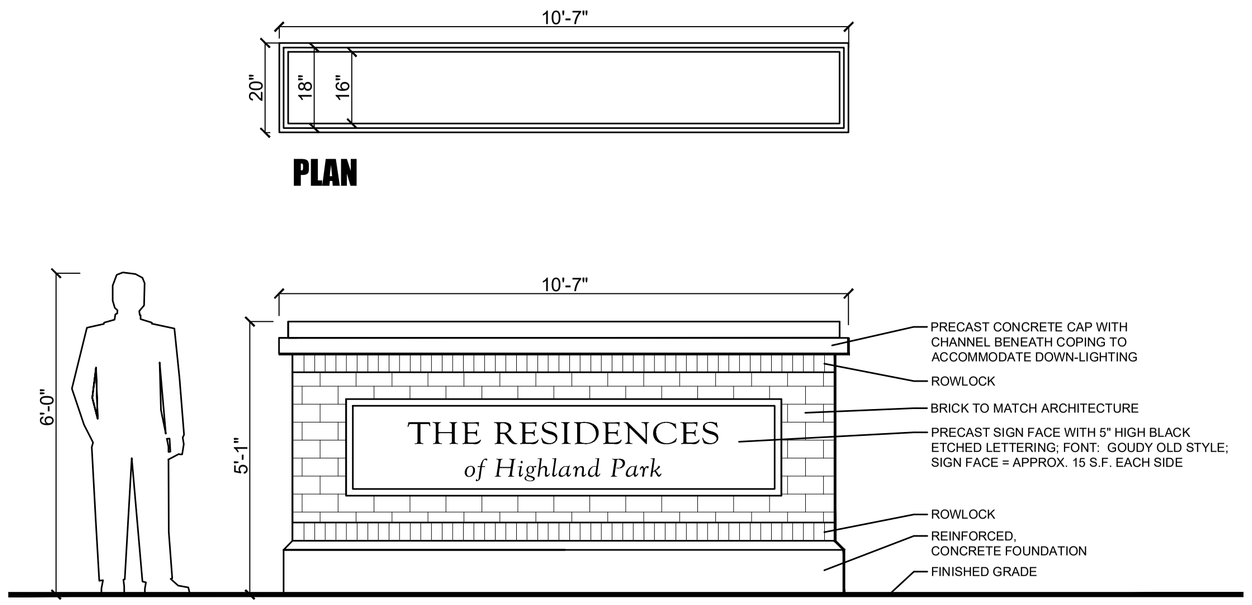
PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - WEST CENTRAL WOODLAND

SHEET NUMBER

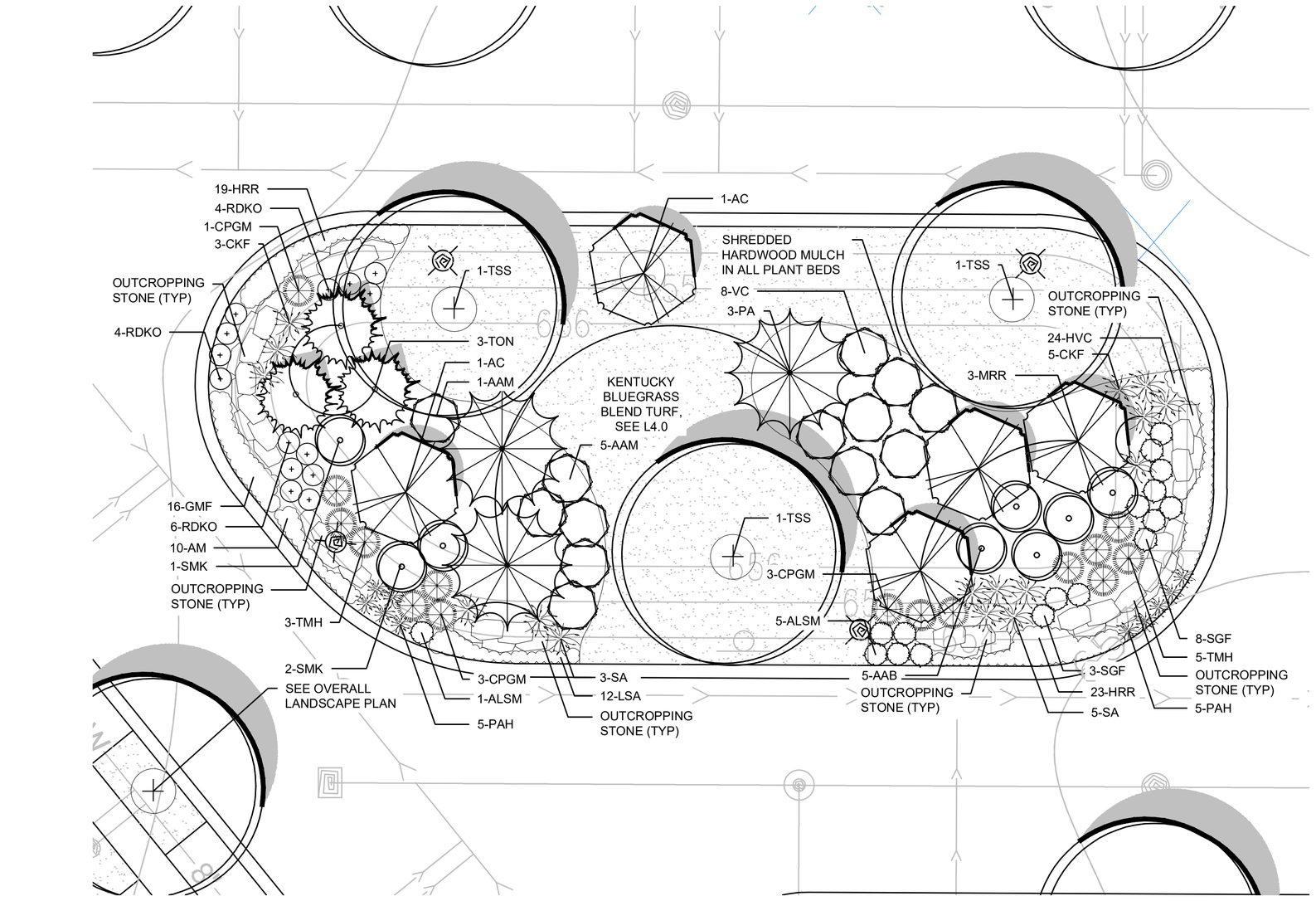
L2.11



NOTE!
DETAILS FOR STRUCTURAL FOUNDATION
TO BE PROVIDED AT TIME OF PERMIT SUBMITTAL.

ENTRANCE MONUMENT, TYPICAL

SCALE: 1/2" = 1'-0"

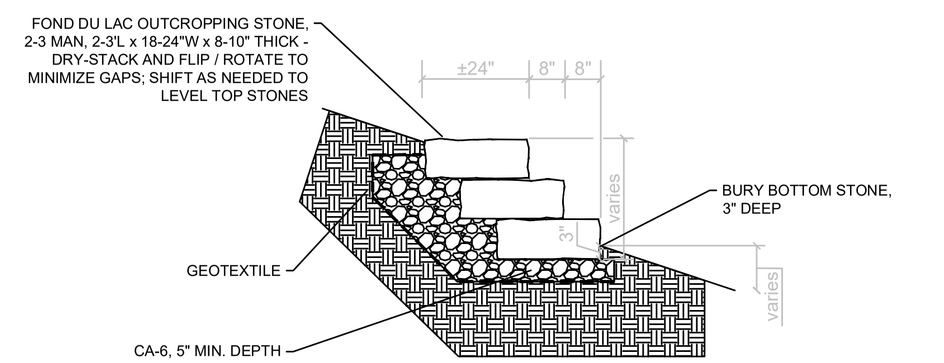


NORTH

LANDSCAPE PLAN DETAIL: FEATURE ISLAND

SCALE: 1" = 10'-0"

0 5' 10' 20'



DETAIL: OUTCROPPING STONE

SCALE: 1" = 10'-0"

0 5' 10' 20'

HABITAT™

dickson design STUDIO
9 CRYSTAL LAKE ROAD
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CLIENT NAME AND ADDRESS

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PLAN DATE

DECEMBER 12, 2025

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PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN
- DETAILS:
MONUMENT & FEATURE ISLAND

SHEET NUMBER

L3.1

SCHEDULE: PLANT & MATERIALS LIST - TYPICAL FOUNDATION, REAR-LOADED HOMES

FOUNDATION A - (PRIMARILY WEST AND SOUTH FACING)
FRONT-LOAD GARAGE TOWNHOMES #TH1, 2, 4-10

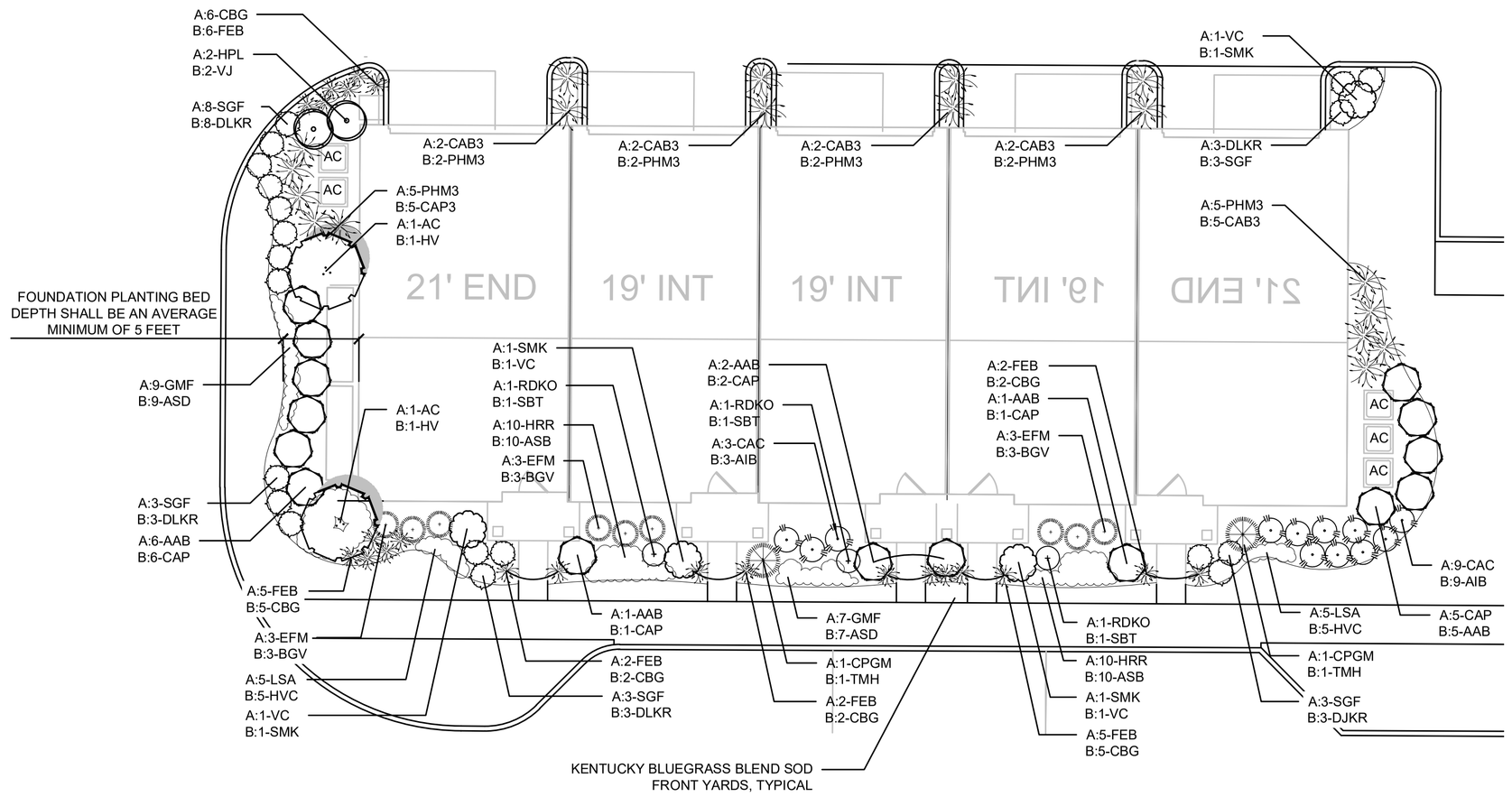
CODE	QTY(1)	REPL. QTY(2)	SIZE	BOTANIC NAME	COMMON NAME
TREES					
Ornamental Trees					
HV	-	2	8' high	Hamamelis vernalis	Vernal Witchhazel
SHRUBS					
	QTY(1)	QTY			
Evergreen Shrubs					
BGV	5	-	24" wide	Buxus x 'Green Velvet'	Green Velvet Boxwood
EFS	6	-	3 Gal./24"	Euonymus fortunei 'Sarcoxie'	Sarcoxie Euonymus
TMH	3	-	24" wide	Taxus x media 'Hicksii'	Hicks Yew
Large Deciduous Shrubs					
AAB	8	-	36" high	Aronia arbutifolia 'Brilliantissima'	Brilliant Red Chokeberry
CAP	9	-	36" high	Cotoneaster acutifolius	Peking Cotoneaster
HPL	6	-	7 Gal./36"	Hydrangea paniculata 'Limelight'	Limelight Hydrangea
VC	5	-	36" high	Viburnum carlesii	Koreanspice Viburnum
VJ	10	-	36" high	Viburnum x juddii	Judd Viburnum
Small Deciduous Shrubs					
AIB	6	-	5 Gal./24"	Aronia melanocarpa 'Iroquis Beauty'	Iroquois Beauty Black Chokeberry
DLKR	12	-	24" high	Diervilla x splendens 'Kodiak Red'	Kodiak Red Bush Honeysuckle
SGF	6	-	5 Gal./24"	Spiraea bumalda 'Goldflame'	Goldflame Spirea
GRASSES, PERENNIALS AND GROUNDCOVERS					
	QTY(1)	QTY			
Ornamental Grasses					
CBG	-	9	1 Gal.	Carex elata 'Bowles Golden'	Bowles Golden Sedge
FEB	-	18	1 Gal.	Festuca ovina glauca 'Elijah Blue'	Elijah Blue Fescue
Perennials					
ASB	-	6	1 Gal.	Allium x 'Summer Beauty'	Summer Beauty Ornamental Onion
ASD	-	32	1 Gal.	Astilbe 'Deutschland'	Deutschland Astilbe
GMF	-	9	1 Gal.	Geranium sanguineum 'Max Frei'	Max Frei Cranesbill
HRR	-	8	1 Gal.	Hemerocallis 'Rosy Returns'	Rosy Returns Daylily
LSA	-	5	1 Gal.	Leucanthemum x superbum 'Alaska'	Shasta Daisy
Materials					
-	-	4	C.Y.	-	Soil Amendments
-	-	11	C.Y.	-	Shredded Hardwood Mulch
-	-	40	L.F.	-	6' high Partition Fence (@8' Each)

NOTES:
1. Quantities fulfill Chapter 150 VUA/Perimeter & Foundation requirements
2. Tree quantities fulfill Chapter 94 Existing tree replacement requirements

FOUNDATION B - (PRIMARILY EAST AND NORTH FACING)
FRONT-LOAD GARAGE TOWNHOMES #TH3,

CODE	QTY(1)	REPL. QTY(2)	SIZE	BOTANIC NAME	COMMON NAME
TREES					
Ornamental Trees					
AC	-	2	8' high	Amelanchier canadensis	Shadblow Serviceberry
SHRUBS					
	QTY(1)	QTY			
Evergreen Shrubs					
CPGM	3	-	24" wide	Chamaecyparis pisifera 'Golden Mop'	Golden Mop Japanese False Cypress
EFS	5	-	3 Gal./24"	Euonymus fortunei 'Sarcoxie'	Sarcoxie Euonymus
Large Deciduous Shrubs					
AAB	9	-	36" high	Aronia arbutifolia 'Brilliantissima'	Brilliant Red Chokeberry
CAP	8	-	36" high	Cotoneaster acutifolius	Peking Cotoneaster
HPL	10	-	7 Gal./36"	Hydrangea paniculata 'Limelight'	Limelight Hydrangea
SMK	5	-	36" high	Syringa patula 'Miss Kim'	Miss Kim Lilac
VJ	6	-	36" high	Viburnum x juddii	Judd Viburnum
Small Deciduous Shrubs					
CAC	6	-	5 Gal./24"	Cotoneaster apiculatus	Cranberry Cotoneaster
DLKR	6	-	24" high	Diervilla x splendens 'Kodiak Red'	Kodiak Red Bush Honeysuckle
SGF	9	-	5 Gal./24"	Spiraea bumalda 'Goldflame'	Goldflame Spirea
GRASSES, PERENNIALS AND GROUNDCOVERS					
	QTY(1)	QTY			
Ornamental Grasses					
CBG	18	-	1 Gal.	Carex elata 'Bowles Golden'	Bowles Golden Sedge
HMA	9	-	1 Gal.	Hakonechloa macra 'Aureola'	Golden Variegated Hakone Grass
Perennials					
ASB	8	-	1 Gal.	Allium x 'Summer Beauty'	Summer Beauty Ornamental Onion
ASD	9	-	1 Gal.	Astilbe 'Deutschland'	Deutschland Astilbe
GMF	32	-	1 Gal.	Geranium sanguineum 'Max Frei'	Max Frei Cranesbill
HHR	6	-	1 Gal.	Hemerocallis 'Happy Returns'	Happy Returns Daylily
HVC	5	-	1 Gal.	Heuchera villosa x 'Caramel'	Caramel Coralbells
Materials					
-	3	-	C.Y.	-	Soil Amendments
-	10	-	C.Y.	-	Shredded Hardwood Mulch
-	256	-	L.F.	-	6' high Partition Fence (@8' Each)

NOTES:
1. Quantities fulfill Chapter 150 VUA/Perimeter & Foundation requirements
2. Tree quantities fulfill Chapter 94 Existing tree replacement requirements



LANDSCAPE PLAN DETAIL: TYPICAL FOUNDATION, REAR-LOADED

SCALE: 1" = 10'-0"

0 5' 10' 20'

SCHEDULE: PLANT & MATERIALS LIST - TYPICAL FOUNDATION, FRONT-LOADED HOMES

FOUNDATION A (PRIMARILY WEST AND SOUTH FACING)
REAR-LOAD GARAGE TOWNHOMES #RH1, 3, 5, 7, 9-11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 34, 36, 28

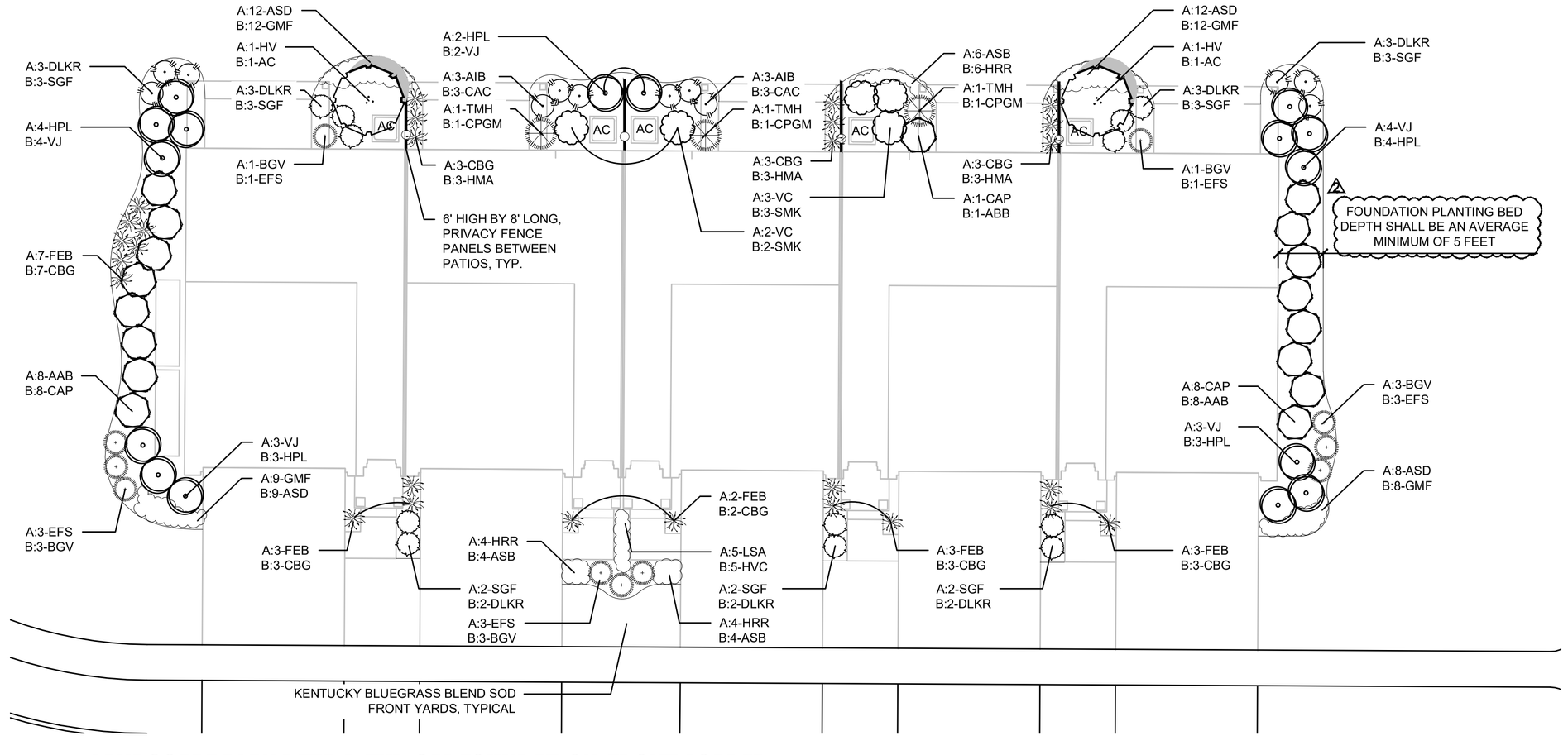
CODE	QTY(1)	REPL. QTY(2)	SIZE	BOTANIC NAME	COMMON NAME
TREES					
Ornamental Trees					
AC	-	2	8' high	Amelanchier canadensis	Shadblow Serviceberry
SHRUBS					
	QTY(1)	QTY			
Evergreen Shrubs					
CPGM	2	-	24" wide	Chamaecyparis pisifera 'Golden Mop'	Golden Mop Japanese False Cypress
EFM	9	-	3 Gal./24"	Euonymus fortunei 'Moonshadow'	Moonshadow Euonymus
Large Deciduous Shrubs					
AAB	10	-	36" high	Aronia arbutifolia 'Brilliantissima'	Brilliant Red Chokeberry
CAP	5	-	36" high	Cotoneaster acutifolius	Peking Cotoneaster
HPL	2	-	7 Gal./36"	Hydrangea paniculata 'Limelight'	Limelight Hydrangea
SMK	2	-	36" high	Syringa patula 'Miss Kim'	Miss Kim Lilac
VC	2	-	36" high	Viburnum carlesii	Koreanspice Viburnum
Small Deciduous Shrubs					
CAC	12	-	5 Gal./24"	Cotoneaster apiculatus	Cranberry Cotoneaster
DLKR	3	-	24" high	Diervilla x splendens 'Kodiak Red'	Kodiak Red Bush Honeysuckle
RDKO	3	-	5 Gal./24"	Rosa 'Double Knock Out'	Double Knock Out Rose
SGF	17	-	5 Gal./24"	Spiraea bumalda 'Goldflame'	Goldflame Spirea
GRASSES, PERENNIALS AND GROUNDCOVERS					
	QTY(1)	QTY			
Ornamental Grasses					
CAB3	-	8	3 Gal.	Calamagrostis arundinacea 'Brachytr	Korean Reed Grass
FEB	-	16	1 Gal.	Festuca ovina glauca 'Elijah Blue'	Elijah Blue Fescue
CBG	-	6	1 Gal.	Carex elata 'Bowles Golden'	Bowles Golden Sedge
PHM3	-	10	3 Gal.	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass
Perennials					
GMF	-	16	1 Gal.	Geranium sanguineum 'Max Frei'	Max Frei Cranesbill
HRR	-	20	1 Gal.	Hemerocallis 'Rosy Returns'	Rosy Returns Daylily
LSA	-	10	1 Gal.	Leucanthemum x superbum 'Alaska'	Shasta Daisy
Materials					
-	-	3	C.Y.	-	Soil Amendments

NOTES:
1. Quantities fulfill Chapter 150 VUA/Perimeter & Foundation requirements
2. Tree quantities fulfill Chapter 94 Existing tree replacement requirements

FOUNDATION B (PRIMARILY EAST AND NORTH FACING)
REAR-LOAD GARAGE TOWNHOMES #RH2, 4, 6, 8, 12, 14, 15, 16, 18, 20, 22, 24, 26, 28, 30, 32, 35, 37

CODE	QTY(1)	REPL. QTY(2)	SIZE	BOTANIC NAME	COMMON NAME
TREES					
Ornamental Trees					
HV	-	2	8' high	Hamamelis vernalis	Vernal Witchhazel
SHRUBS					
	QTY(1)				
Evergreen Shrubs					
BGV	9	-	24" wide	Buxus x 'Green Velvet'	Green Velvet Boxwood
TMH	2	-	24" wide	Taxus x media 'Hicksii'	Hicks Yew
Large Deciduous Shrubs					
AAB	5	-	36" high	Aronia arbutifolia 'Brilliantissima'	Brilliant Red Chokeberry
CAP	10	-	36" high	Cotoneaster acutifolius	Peking Cotoneaster
SMK	2	-	36" high	Syringa patula 'Miss Kim'	Miss Kim Lilac
VC	2	-	36" high	Viburnum carlesii	Koreanspice Viburnum
VJ	2	-	36" high	Viburnum x juddii	Judd Viburnum
Small Deciduous Shrubs					
AIB	12	-	5 Gal./24"	Aronia melanocarpa 'Iroquis Beauty'	Iroquois Beauty Black Chokeberry
DLKR	17	-	24" high	Diervilla x splendens 'Kodiak Red'	Kodiak Red Bush Honeysuckle
SGF	3	-	5 Gal./24"	Spiraea bumalda 'Goldflame'	Goldflame Spirea
SBT	3	-	5 Gal./24"	Spiraea betulifolia 'Tor'	Tor Birchleaf Spirea
GRASSES, PERENNIALS AND GROUNDCOVERS					
	QTY(1)	QTY			
Ornamental Grasses					
CAB3	10	-	3 Gal.	Calamagrostis arundinacea 'Brachytr	Korean Reed Grass
FEB	6	-	1 Gal.	Festuca ovina glauca 'Elijah Blue'	Elijah Blue Fescue
CBG	16	-	1 Gal.	Carex elata 'Bowles Golden'	Bowles Golden Sedge
PHM3	8	-	3 Gal.	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass
Perennials					
ASB	20	-	1 Gal.	Allium x 'Summer Beauty'	Summer Beauty Ornamental Onion
ASD	16	-	1 Gal.	Astilbe 'Deutschland'	Deutschland Astilbe
HVC	10	-	1 Gal.	Heuchera villosa x 'Caramel'	Caramel Coralbells
Materials					
-	3		C.Y.	-	Soil Amendments
-	10		C.Y.	-	Shredded Hardwood Mulch

NOTES:
1. Quantities fulfill Chapter 150 VUA/Perimeter & Foundation requirements
2. Tree quantities fulfill Chapter 94 Existing tree replacement requirements



LANDSCAPE PLAN DETAIL: TYPICAL FOUNDATION, FRONT-LOADED

SCALE: 1" = 10'-0"

0 5' 10' 20'

HABITAT™

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

REVISIONS

1.	1/15/26 PER STAFF COMMENTS
2.	1/22/26 PER CONDITIONS FOR APPROVAL
3.	2/03/2026 SOUTH FENCE SETBACK
4.	
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PROJECT NAME AND SHEET TITLE

THE RESIDENCES of HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - DETAILS: FOUNDATIONS

SHEET NUMBER

L3.2

SCHEDULE: PLANT & MATERIALS LIST - CLUBHOUSE FOUNDATION & POOL AREA

TREES

CODE	QTY(1)	REPL. QTY(2)	SIZE	BOTANIC NAME	COMMON NAME
Columnar Shade Trees					
AFA	1	-	3" caliper	Acer freemanii 'Armstrong'	Armstrong Freeman Maple
QRP	1	-	3" caliper	Quercus robur 'Regal Prince'	Regal Prince English Oak
Evergreen Trees					
PGD	-	3	8' high	Picea glauca 'Densata'	Black Hills Spruce
Ornamental Trees					
AC	1	-	8' high	Amelanchier canadensis	Shadblow Serviceberry
SRI	-	1	8' high	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac

SHRUBS

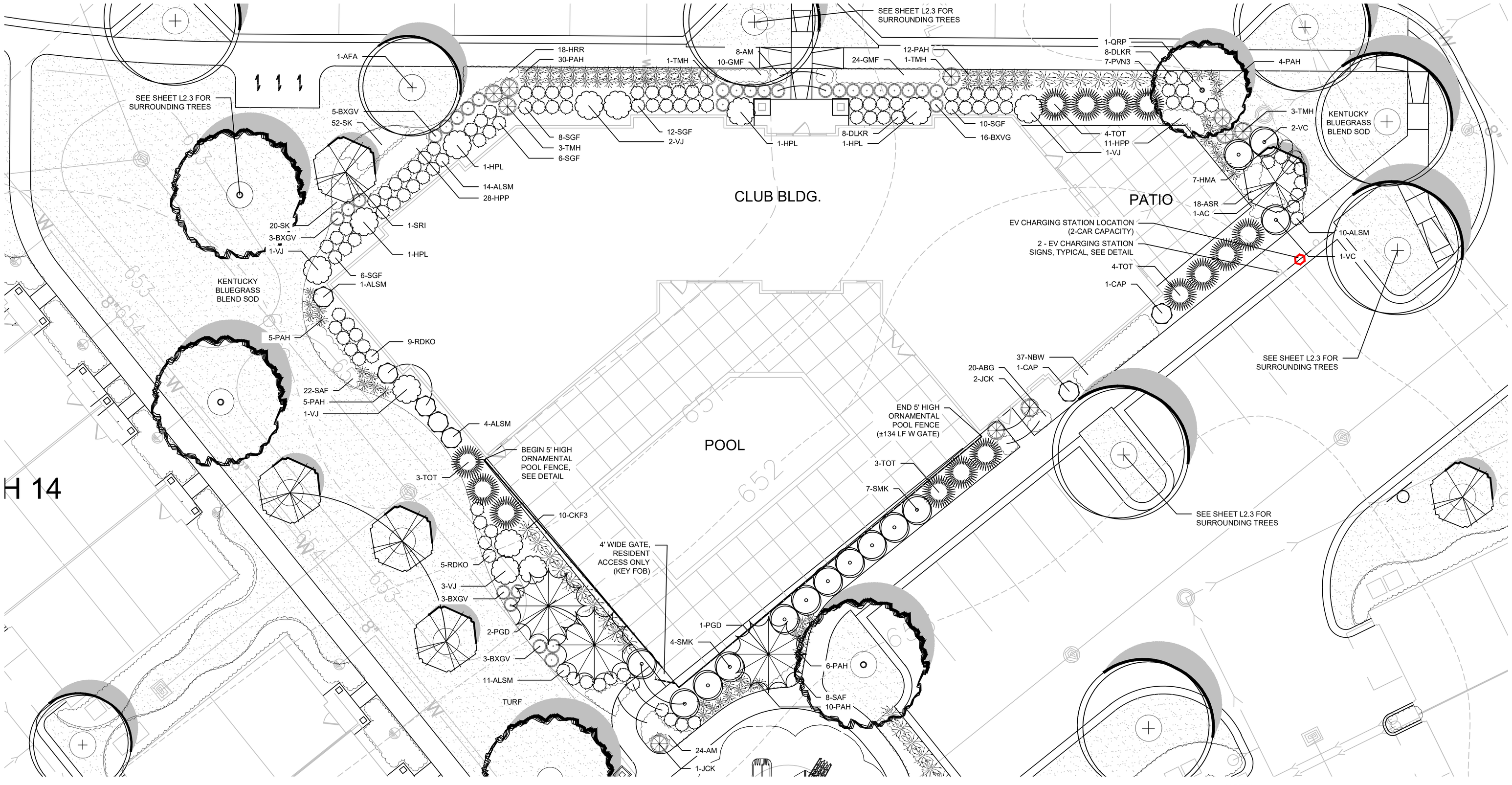
	QTY(1)	QTY			
Fastigiate Evergreen Shrubs					
TOT	14	-	8' high	Thuja occidentalis 'Techny'	Mission Arborvitae
Evergreen Shrubs					
BXGV	30	-	24" wide	Buxus x 'Green Velvet'	Green Velvet Boxwood
JCK	3	-	3 Gal./24"	Juniperus chinensis 'Kallay'	Kallay Compact Chinese Juniper
TMH	8	-	24" wide	Taxus x media 'Hicksii'	Hicks Yew
Large Deciduous Shrubs					
CAP	2	-	36" high	Cotoneaster acutifolius	Peking Cotoneaster
HPL	4	-	7 Gal./36"	Hydrangea paniculata 'Limelight'	Limelight Hydrangea
SMK	11	-	36" high	Syringa patula 'Miss Kim'	Miss Kim Lilac
VC	3	-	36" high	Viburnum carlesii	Koreanspice Viburnum
VJ	8	-	36" high	Viburnum x juddii	Judd Viburnum
Small Deciduous Shrubs					
ALSM	40	-	5 Gal./24"	Aronia melanocarpa 'Low Scape Mound'	Low Scape Mound Black Chokeberry
DLKR	16	-	24" high	Diervilla x splendens 'Kodiak Red'	Kodiak Red Bush Honeysuckle
RDKO	14	-	5 Gal./24"	Rosa 'Double Knock Out'	Double Knock Out Rose
SGF	42	-	5 Gal./24"	Spiraea bumalda 'Goldflame'	Goldflame Spirea

GRASSES, PERENNIALS & GROUNDCOVERS

CODE	QTY(1)	REPL. QTY(2)	SIZE	BOTANIC NAME	COMMON NAME
Ornamental Grasses					
CKF3	-	10	3 Gal.	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass
HMA	-	7	1 Gal.	Hakonechloa macra 'Aureola'	Golden Variegated Hakone Grass
PAH	-	72	1 Gal.	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass
PVN3	-	7	3 Gal.	Panicum virgatum 'Northwind'	Northwind Switch Grass
Perennials					
AM	-	32	1 Gal.	Allium x 'Millenium'	Millenium Ornamental Onion
ASR	-	18	1 Gal.	Allium x 'Millenium'	Millenium Ornamental Onion
GMF	-	11	1 Gal.	Geranium sanguineum 'Max Frei'	Max Frei Cranesbill
HHR	-	18	1 Gal.	Hemerocallis 'Happy Returns'	Happy Returns Daylily
HPP	-	39	1 Gal.	Heuchera micrantha 'Palace Purple'	Palace Purple Coralbells
NBW	-	37	1 Gal.	Nepeta faassenii 'Blue Wonder'	Blue Wonder Catmint
SAF	-	30	1 Gal.	Sedum x 'Autumn Fire'	Autumn Fire Stonecrop (Sedum)
Groundcover					
ABG	-	20	1 Qt.	Ajuga reptans 'Burgundy Glow'	Burgundy Glow Bugleweed (Ajuga)
SK	-	72	1 Qt.	Sedum kamtschaticum	Russian Stonecrop
Materials					
-	-	10	C.Y.	-	Soil Amendments
-	-	30	C.Y.	-	Shredded Hardwood Mulch
-	-	134	L.F.	-	5' Ornamental Fence with 1, 4' Gate

NOTES:

1. Tree & Shrub quantities fullfill Chapter 150 VUA/Perimeter & Foundation requirements
2. Tree quantities fulfill Chapter 94 Existing tree replacement requirements



NOTE!
PLAN DEPICTS ENGINEERING IN PROGRESS.
FINAL GRADING & UTILITY LOCATIONS TBD.

NORTH

LANDSCAPE PLAN DETAIL: CLUB BUILDING AND POOL AREA

SCALE: 1" = 10'-0"

0 5' 10' 20'

HABITAT™

dickson design STUDIO
9 CRYSTAL LAKE ROAD
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CHICAGO, ILLINOIS

PLAN DATE

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PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - DETAILS: CLUBHOUSE & POOL

SHEET NUMBER

L3.3

DETAIL: WASTE STATION

NOT TO SCALE

1 SPECIFICATIONS - DOG PARK

SHALL BE:

- QUANTITY: 2
- MODEL: SENTRY DOG WASTE STATION W/ SINGLE PULL BAGS
- COLOR: GREEN
- MEASURES 77"h X 12"W
- 10 GALLON RECEPTACLE
- GALVANIZED 7' SQUARE POST
- INCLUDES SIGN, BAG DISPENSER, & HARDWARE
- INCLUDES 400 DOG WASTE BAGS
- INCLUDES 50 WASTE CAN LINERS
- PRODUCT IS SHIPPED UNASSEMBLED

SHALL BE:

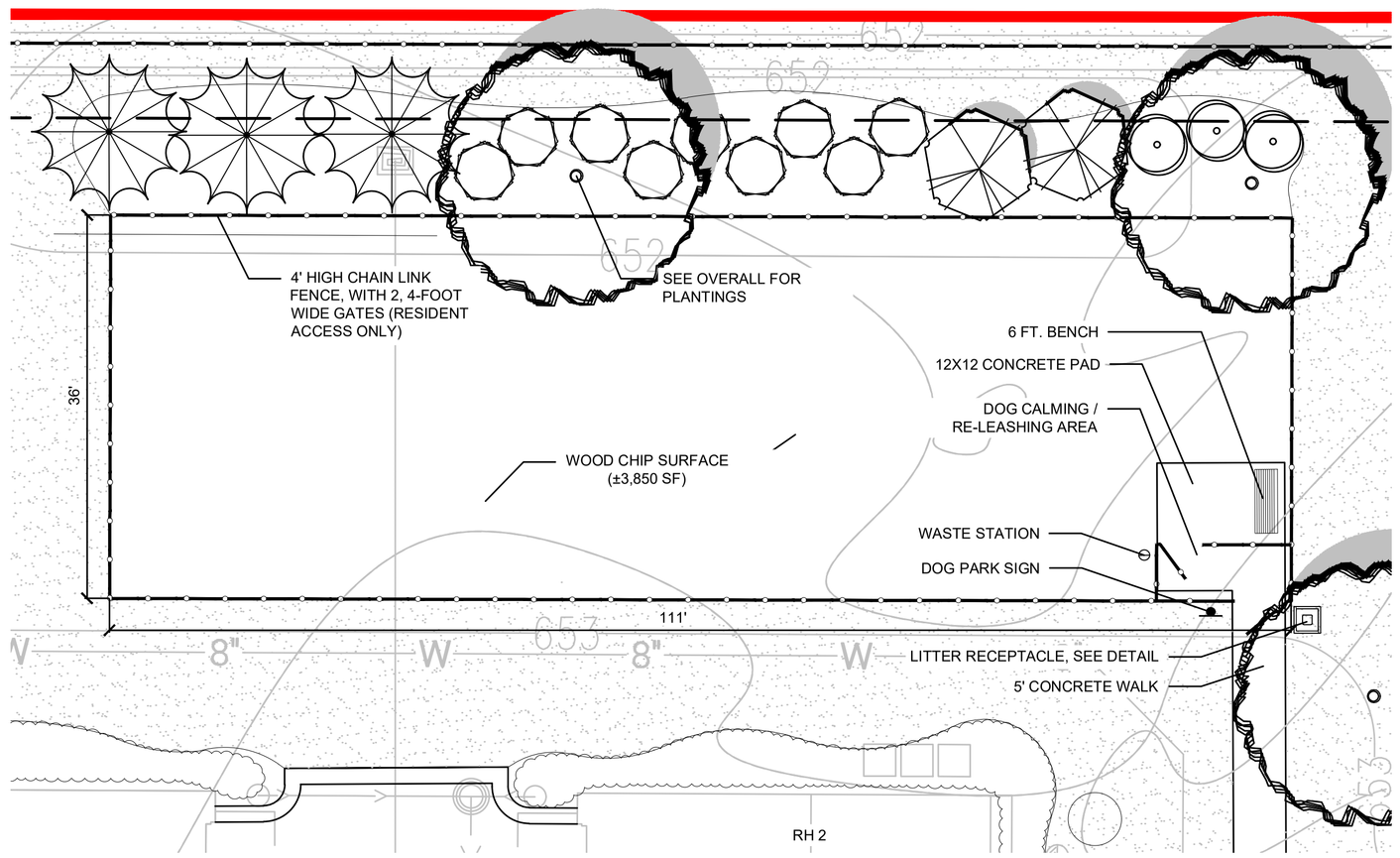
- QUANTITY: 1
- MODEL: DOG PARK EXERCISE AREA SIGN
- COLOR: GREEN
- MATERIAL: ALUMINUM

- SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

- AVAILABLE THRU (OR APPROVED EQUAL):
  TERRA BOUND SOLUTIONS
  SPRING, TX - TEL (877) 857-2915)



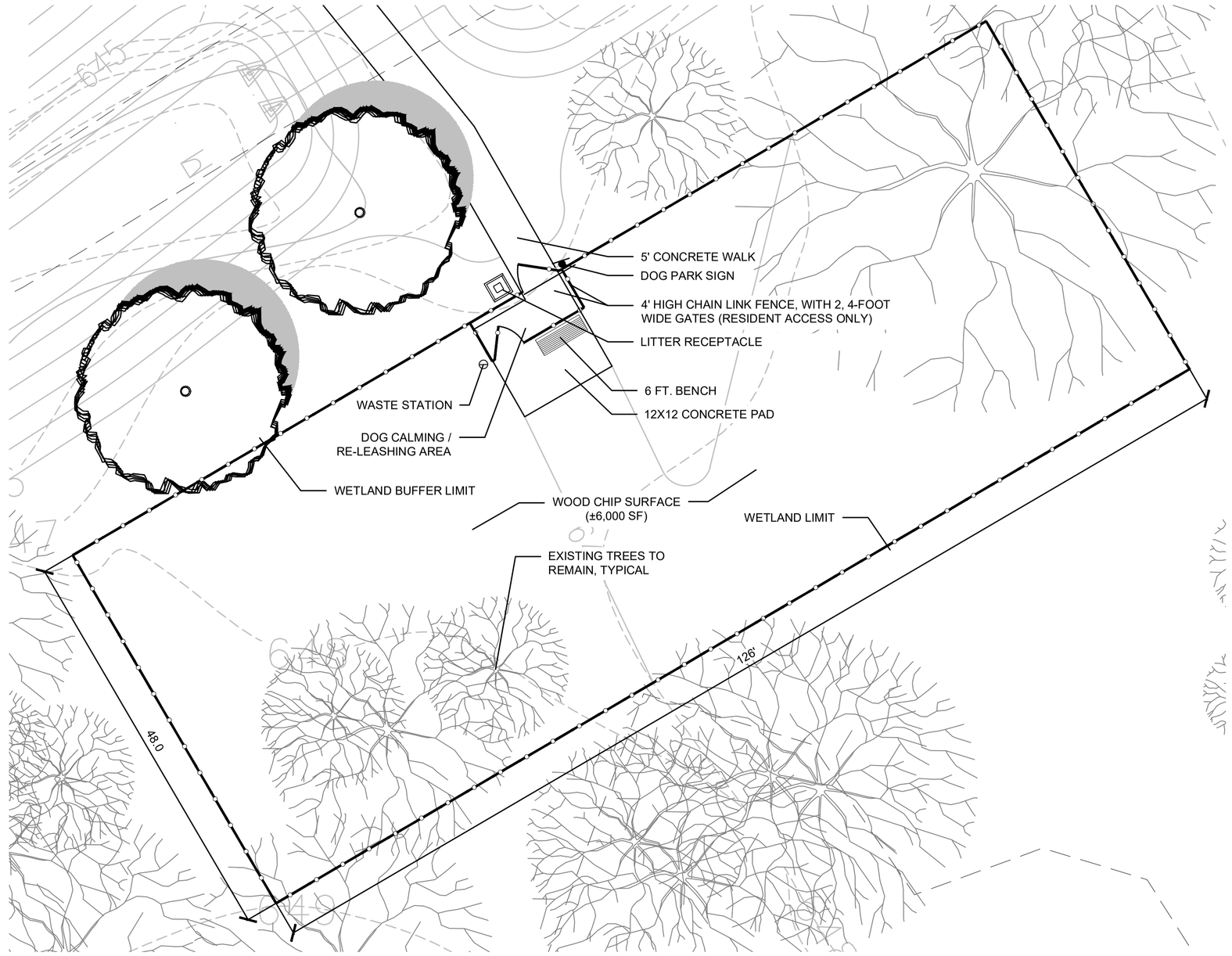




PLAN DETAIL: NORTH DOG PARK LAYOUT

SCALE: 1" = 20'-0"

0 10' 20' 40'



PLAN DETAIL: SOUTH DOG PARK LAYOUT

SCALE: 1" = 20'-0"

0 10' 20' 40'

HABITAT™

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

REVISIONS

1.	1/15/26 PER STAFF COMMENTS
2.	1/22/26 PER CONDITIONS FOR APPROVAL
3.	2/03/2026 SOUTH FENCE SETBACK
4.	
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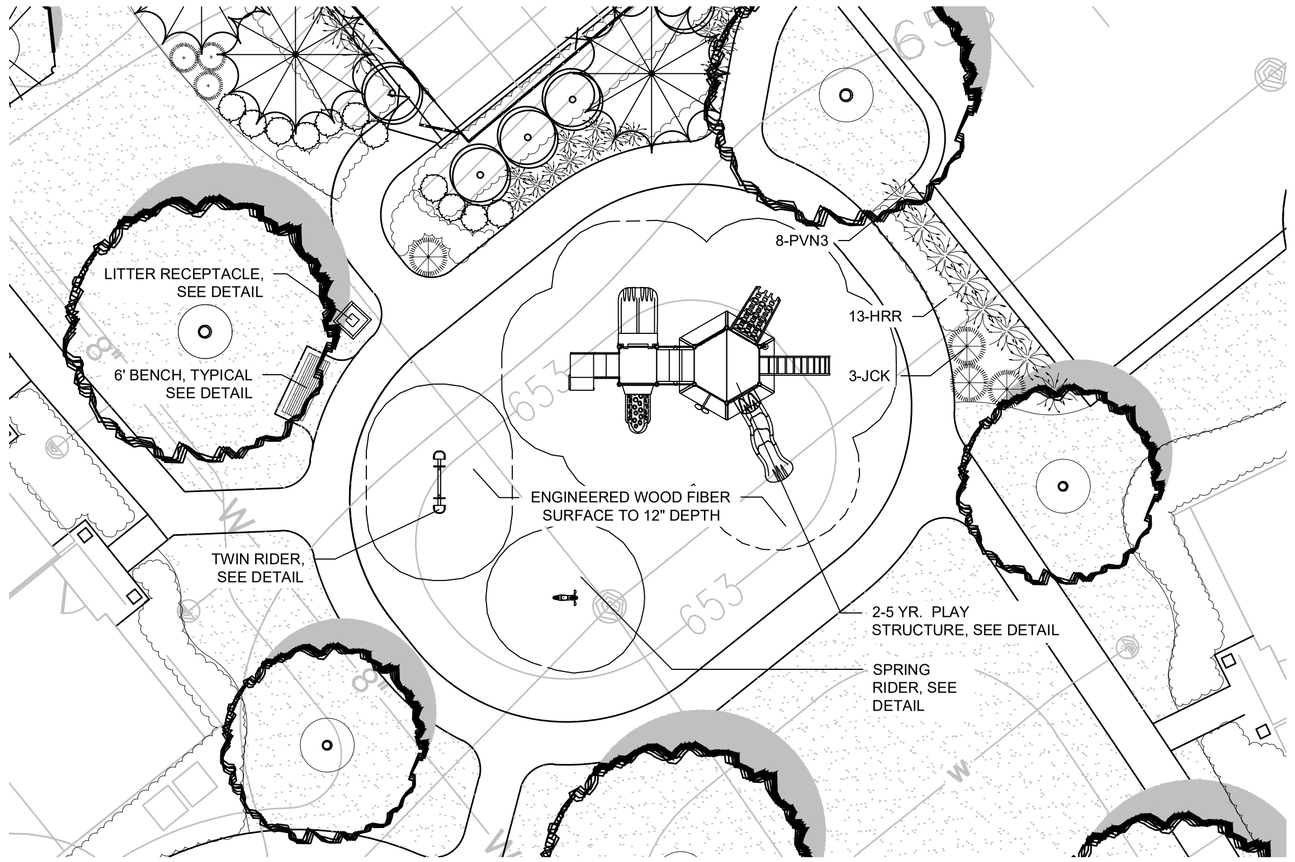
PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN
- DETAILS:
FENCING & DOG PARK

SHEET NUMBER

L3.4



PLAN DETAIL: CLUBHOUSE PLAY LOT LAYOUT

SCALE: 1" = 10'-0"

0 5' 10' 20'

1 SPECIFICATIONS - CLUBHOUSE PLAY LOT, STRUCTURE (2-5 YEARS OLD)

SHALL BE:

- QUANTITY: 1
- MODEL: MIRACLE 2-5 YEAR OLD PLAY STRUCTURE
- COLOR: LAGOON
- INCLUDES EQUIPMENT AS PICTURED:
- FEATURING:
  - SIDE BY SIDE SLIDE (718700)
  - HONEYCOMB CLIMBER (7187555E)
  - CURVED CLIMBER (718942)
  - CHAMELEON SLIDE (7186701)
  - VINE CLIMBER (7186715)
  - TOT ROCK CLIMBER (718787)
  - MUSEUM WASHER PANEL (71871528)
  - TREEHOUSE ROOF (7187306)
  - SPACE MAZE PANEL (71871321B)
  - ACCESSIBLE TRANSFER POINT (71885139)

- SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

- AVAILABLE THRU (OR APPROVED EQUAL):
  TEAM REIL, INC.
  17421 MARENGO ROAD
  UNION, IL
  CONTACT: BOB NEWPORT
  TEL (888) GET REIL

2 SPECIFICATIONS - CLUBHOUSE PLAY LOT, TWIN RIDER

SHALL BE:

- QUANTITY: 1
- MODEL: TWIN RIDER (6081)
- COLOR: LAGOON
- INCLUDES EQUIPMENT AS PICTURED:

- SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

- AVAILABLE THRU (OR APPROVED EQUAL):
  TEAM REIL, INC.
  17421 MARENGO ROAD
  UNION, IL
  CONTACT: BOB NEWPORT
  TEL (888) GET REIL

3 SPECIFICATIONS - CLUBHOUSE PLAY LOT, SPRING RIDER

SHALL BE:

- QUANTITY: 1
- MODEL: RODEO ROCKY COIL SPRING RIDER (9014)
- COLOR: LAGOON
- INCLUDES EQUIPMENT AS PICTURED:

- SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

- AVAILABLE THRU (OR APPROVED EQUAL):
  TEAM REIL, INC.
  17421 MARENGO ROAD
  UNION, IL
  CONTACT: BOB NEWPORT
  TEL (888) GET REIL

4 SPECIFICATIONS - WEST PLAY LOT, PLAY STRUCTURE (5-12 YEARS OLD)

SHALL BE:

- QUANTITY: 1
- MODEL: MIRACLE 5-12 YEAR OLD PLAY STRUCTURE
- COLOR: LAGOON
- INCLUDES EQUIPMENT AS PICTURED:
- FEATURING:
  - CHAMELEON SLIDE (714-670-U1)
  - KIDS PERCH (714-992-9
  - UPSTOP CLIMBER (714-692-25)
  - BELL, POST MOUNT (714-796-P1)
  - HEX QUEST GV300 (714-699-V6)
  - 6'-6" DECK W/ VERTICAL RINGS (714-525-6)
  - HEX WAVE ROOF (714-680-6C)
  - TREE-O CLIMBER (714-605-6)
  - GROOVE II SLIDE VORTEX (714-638-6U)
  - SQUARE TRANSFER POINT DECK (714-851-69)

- SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

- AVAILABLE THRU:
  TEAM REIL, INC.
  17421 MARENGO ROAD
  UNION, IL
  CONTACT: BOB NEWPORT
  TEL (888) GET REIL



5 SPECIFICATIONS - WEST PLAY LOT, SWINGS

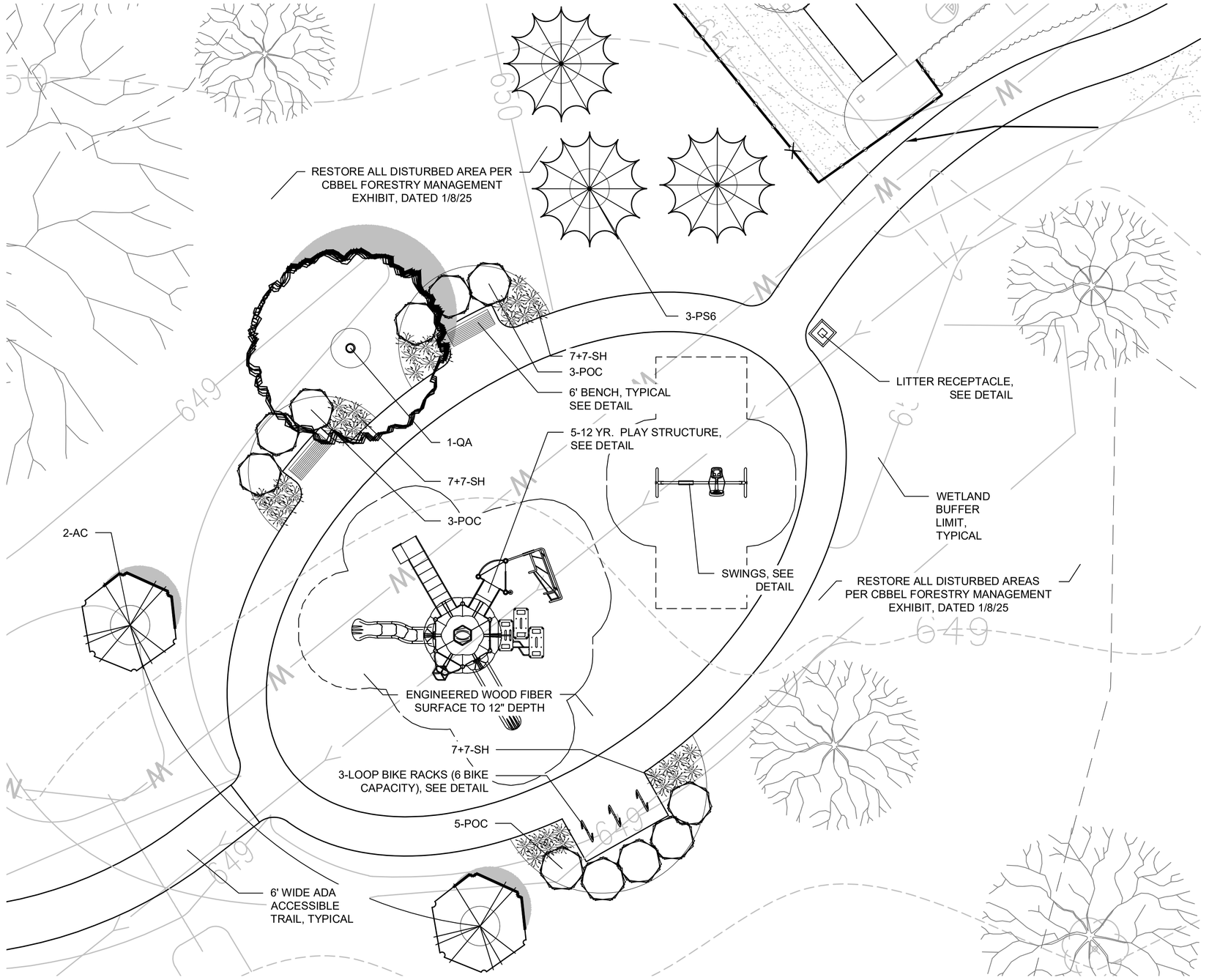
SHALL BE:

- QUANTITY: 1
- MODEL: MIRACLE SWING SET WITH 1 BELT AND 1 GENERATION SWING
- COLOR: LAGOON
- INCLUDES EQUIPMENT AS PICTURED:
- FEATURING:
  - SLASH PROOF BELT W/ CHAIN, 8' (2840)
  - GENERATIONS SWING (2760)
  - 3.5" OD ARCH SWING FRAME (MR0930)

- SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

- AVAILABLE THRU:
  TEAM REIL, INC.
  17421 MARENGO ROAD
  UNION, IL
  CONTACT: BOB NEWPORT
  TEL (888) GET REIL





PLAN DETAIL: WEST PLAY LOT LAYOUT

SCALE: 1" = 10'-0"

0 5' 10' 20'

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CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

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2.	1/22/26 PER CONDITIONS FOR APPROVAL
3.	2/03/2026 SOUTH FENCE SETBACK
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PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN
- DETAILS: PLAY LOTS

SHEET NUMBER

L3.5



FENCE LEGEND:

- 4 FT. CHAIN LINK
- 4 FT. ORNAMENTAL
- 4 FT. UTILITY SCREEN
- 4 FT. BOARD ON BOARD
- 6 FT. ORNAMENTAL
- 6 FT. BOARD ON BOARD
- 8 FT. BOARD ON BOARD
- 6 FT. PARTITION (SEE FOUNDATION PLAN)

NORTH

FENCING LAYOUT PLAN

SCALE: 1" = 60'-0"

0 30' 60' 120'

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9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

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HIGHLAND PARK, IL

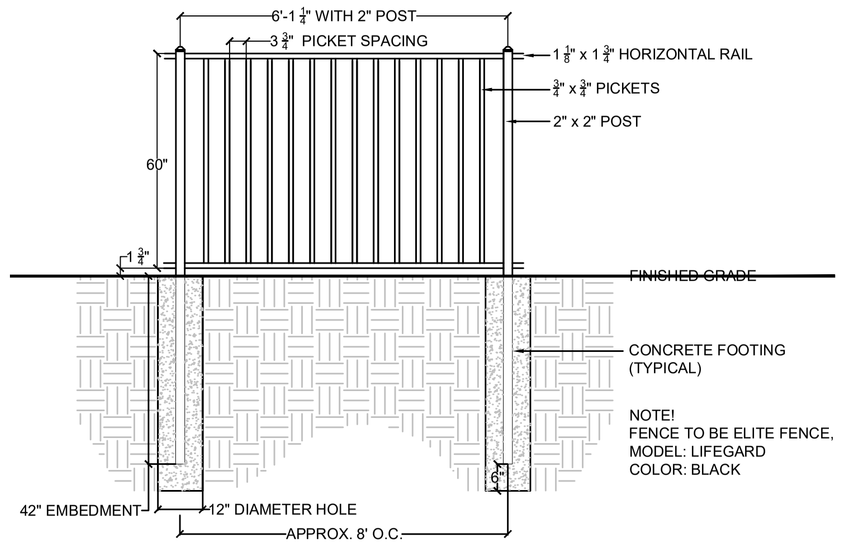
FINAL LANDSCAPE PLAN
- FENCING LAYOUT PLAN

SHEET NUMBER

L4.1

1A DETAIL: FENCE, ORNAMENTAL FENCE (CLUBHOUSE POOL)

SCALE: 1/2" = 1'-0" LOCATION: CLUBHOUSE POOL



SPECIFICATION - CLUBHOUSE / POOL FENCE

PRODUCT:
FENCE
- 134 L.F. TOTAL (INCL. 1, 4 WIDE GATE)
- HEIGHT: 60" / 5'
- MODEL: LIFEGUARD COMMERCIAL
- MATERIAL: ALUMINUM
- COLOR: BLACK (POWDER-COATED)
- LATCHES: SELF-CLOSING & SELF-LATCHING (WITH COLOR-MATCHED HINGES)

MANUFACTURER: ELITE

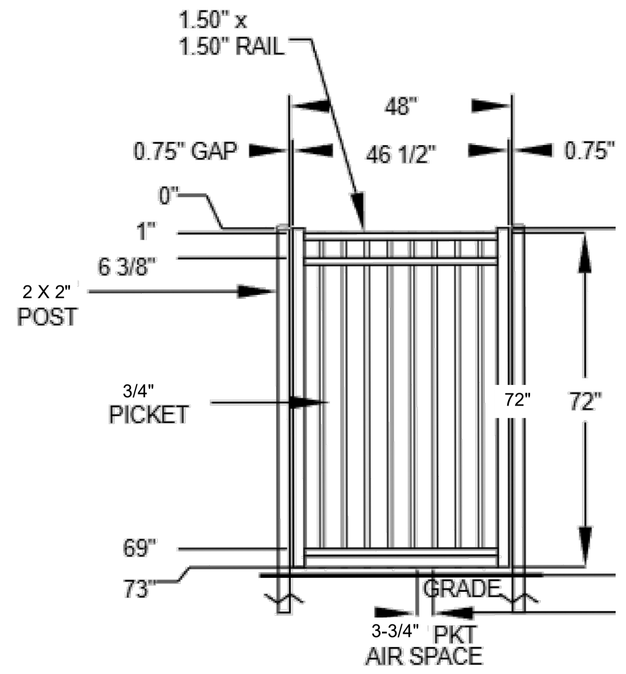
SUPPLIER (OR APPROVED EQUAL):

PEERLESS FENCE GROUP
200 W. RIVER ROAD - ST. CHARLES, IL 60174
CONTACT: MEGAN RUSSE

PEERLESSFENCE.COM
T (630) 474-8371

1B DETAIL: FENCE, ORNAMENTAL FENCE GATE

NOT TO SCALE



1C SPECIFICATION: SECURITY SAFETY FOR POOL GATE - ELECTRIC STRIKE

PRODUCT:

SECURITY SAFETY FOR ALL ENTRY/EXIT GATES (W/ FOB ENTRY) - ELECTRIC STRIKE
- TOTAL QTY. 1
- MODEL: 9600 SERIES SURFACE MOUNTED ELECTRIC STRIKE
- ITEM: 9600
- MEASUREMENT: 9" HIGH x 1 3/4" WIDE x 3/4" DEEP
- MATERIAL: METAL
- COLOR: BSP BLACK SUEDE POWDER COAT

MANUFACTURER: HES ASSA ABLOY
www.hesinnovations.com

SUPPLIER (OR APPROVED EQUAL):

PEERLESS FENCE GROUP
200 W. RIVER ROAD - ST. CHARLES, IL 60174
CONTACT: MEGAN RUSSE

PEERLESSFENCE.COM
T (630) 474-8371



1D SPECIFICATION: SECURITY SAFETY FOR POOL GATE - PANIC BAR

PRODUCT:

SECURITY SAFETY FOR ALL ENTRY/EXIT GATES (W/ FOB ENTRY) - PANIC BAR
- TOTAL QTY. 1
- MODEL: 10045 PREMIUM EXIT BAR KIT - DETEX ADVANTEX STAINLESS STEEL BAR
- ITEM: PREMIUM KIT W/ ADVANTEX 48" BAR - BLACK PLATE, #10045-B48
- MATERIAL: METAL
- COLOR: BLACK (PLATE), BAR & HARDWARE (STAINLESS-STEEL)

MANUFACTURER: DAC INDUSTRIES, INC.
www.dacindustries.com

SUPPLIER (OR APPROVED EQUAL):

PEERLESS FENCE GROUP
200 W. RIVER ROAD - ST. CHARLES, IL 60174
CONTACT: MEGAN RUSSE

PEERLESSFENCE.COM
T (630) 474-8371



1E SPECIFICATION: SECURITY SAFETY FOR POOL GATE - ELECTRIC STRIKE MOUNTING KIT

PRODUCT:

SECURITY SAFETY FOR ALL ENTRY/EXIT GATES (W/ FOB ENTRY) - ELECTRIC STRIKE
- TOTAL QTY. 1
- MODEL: MOUNTING KIT FOR HES 9600 ELECTRIC STRIKE W/ DAC PANIC BAR KITS
- ITEM: #11190
- MATERIAL: METAL
- COLOR: BLACK W/ STAINLESS-STEEL HARDWARE

MANUFACTURER: DAC INDUSTRIES, INC.
www.dacindustries.com

SUPPLIER (OR APPROVED EQUAL):

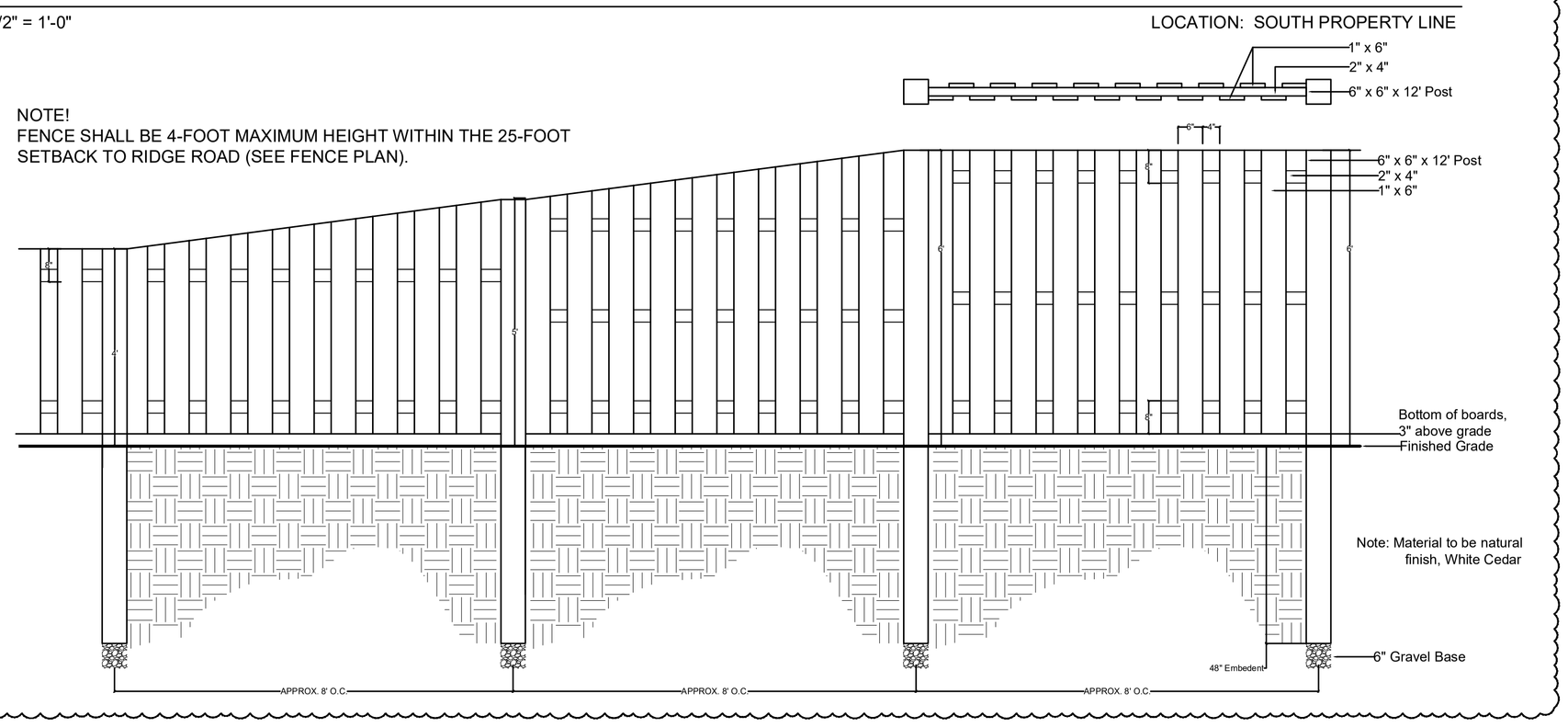
PEERLESS FENCE GROUP
200 W. RIVER ROAD - ST. CHARLES, IL 60174
CONTACT: MEGAN RUSSE

PEERLESSFENCE.COM
T (630) 474-8371

2 DETAIL: 4-FOOT AND 6-FOOT BOARD-ON-BOARD FENCES WITH TRANSITION

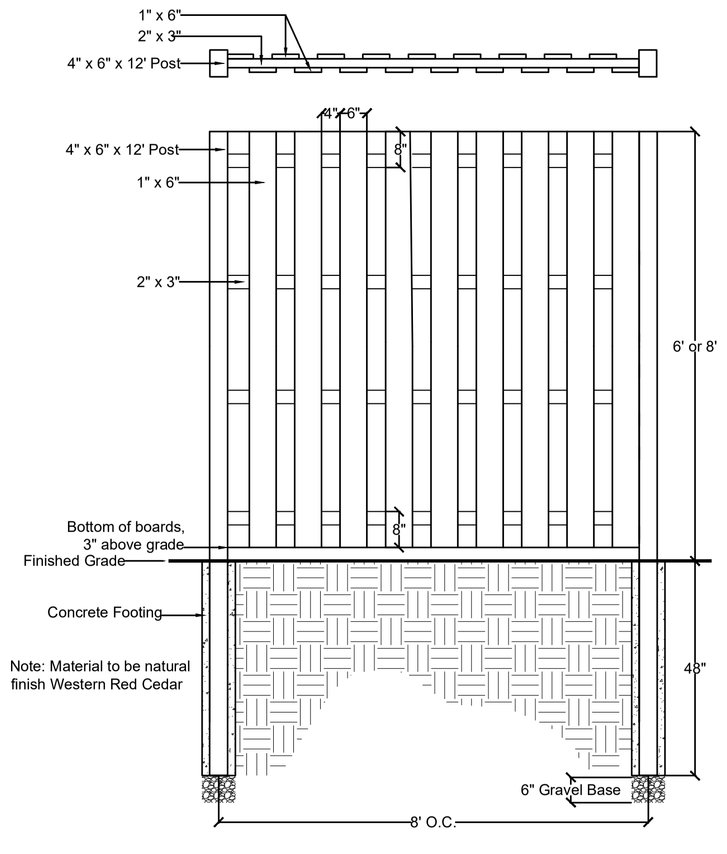
SCALE: 1/2" = 1'-0" LOCATION: SOUTH PROPERTY LINE

NOTE!
FENCE SHALL BE 4-FOOT MAXIMUM HEIGHT WITHIN THE 25-FOOT SETBACK TO RIDGE ROAD (SEE FENCE PLAN).



3 DETAIL: FENCE, 8-FOOT BOARD-ON-BOARD

SCALE: 1/2" = 1'-0" LOCATION: NORTH AND EAST PROPERTY LINES



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THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

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PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

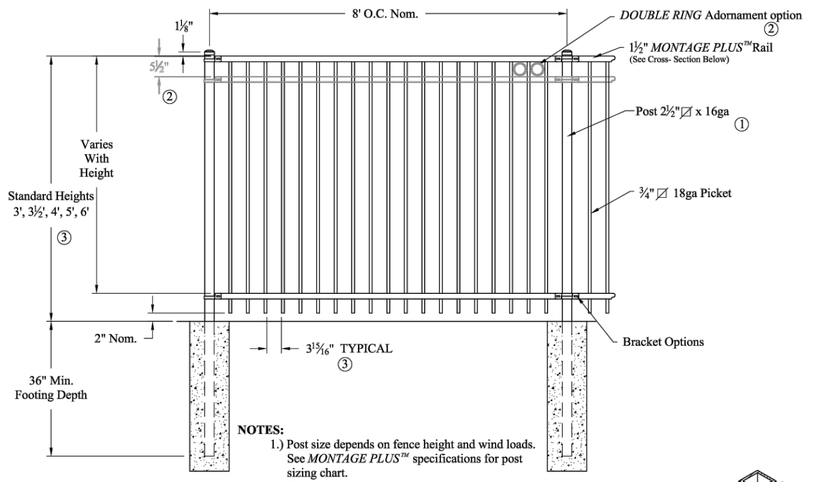
FINAL LANDSCAPE PLAN - DETAILS: FENCING

SHEET NUMBER

L4.2

1 DETAIL: FENCE, ORNAMENTAL

NOT TO SCALE — LOCATION: BEHIND FRONT-LOADED GARAGE TOWNHOMES



SPECIFICATION - 6 FT. HIGH ORNAMENTAL

PRODUCT:
FENCE
- 1,560 L.F. TOTAL (INCL. 2, 4 WIDE GATE)
- HEIGHT: 72" / 6'
- MODEL: MONTAGE PLUS (NO RINGS)
- MATERIAL: COMMERCIAL STRENGTH STEEL
- COLOR: BLACK (POWDER-COATED)
- LATCHES: SELF-CLOSING & SELF-LATCHING (WITH COLOR-MATCHED HINGES)

MANUFACTURER: ELITE

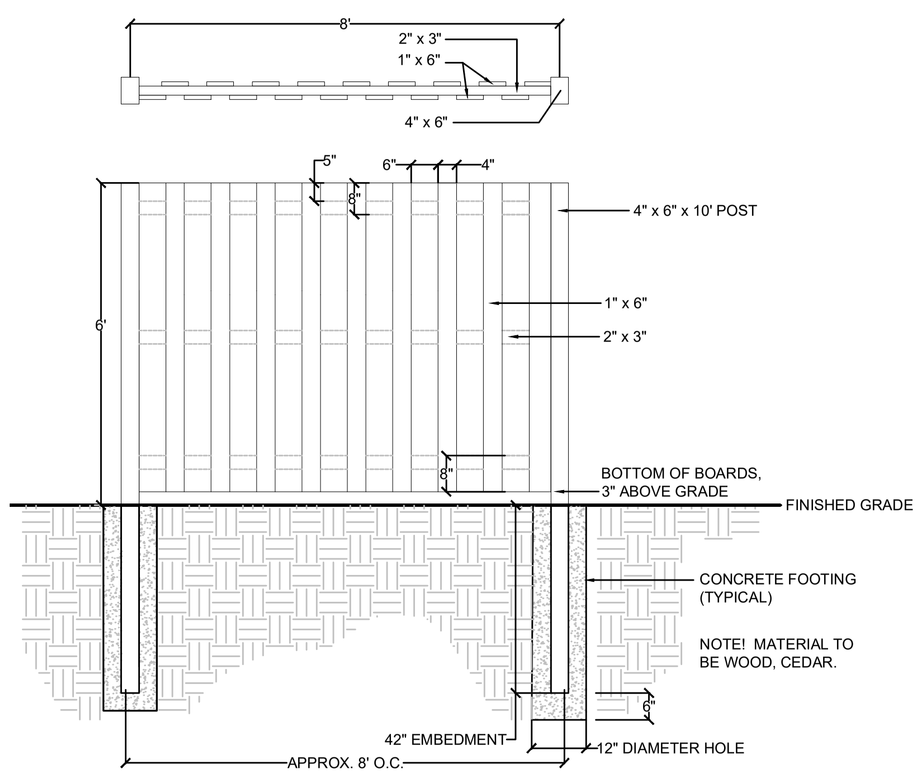
SUPPLIER (OR APPROVED EQUAL):

PEERLESS FENCE GROUP
200 W. RIVER ROAD - ST. CHARLES, IL 60174
CONTACT: MEGAN RUSSE

PEERLESSFENCE.COM
T (630) 474-8371

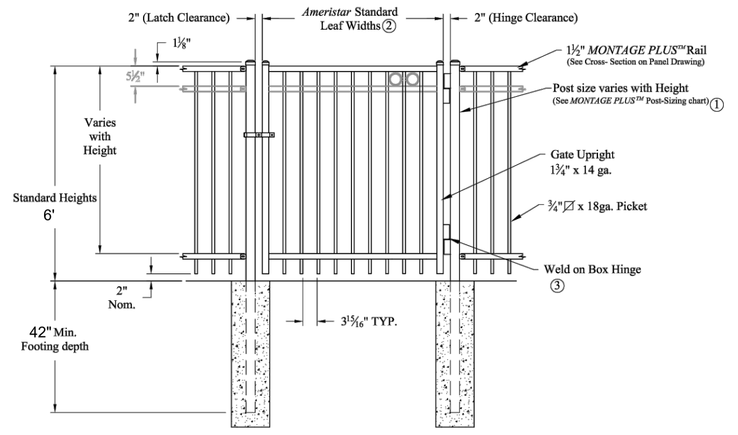
2 DETAIL: FENCE, PARTITION

NOT TO SCALE — LOCATION: PATIO PARTITIONS, FRONT-LOADED TOWNHOMES



3 DETAIL: FENCE, ORNAMENTAL (MAINTENANCE BUILDING)

NOT TO SCALE — LOCATION: BEHIND FRONT-LOADED GARAGE TOWNHOMES



Single gate Arrangement

NOTES:
1.) Post size depends on fence height, weight and wind loads. See MONTAGE PLUS™ specifications for post sizing chart.
2.) See *Ameristar* gate table for standard out to outs. Custom gate openings available for special out to out/leaf widths.
3.) Additional styles of gate hardware are available on request. This could change the Latch & Hinge Clearance.

SPECIFICATION - 6 FT. HIGH ORNAMENTAL

PRODUCT:
FENCE
- QUANTITY: 2, 4' WIDE GATES)
- HEIGHT: 72" / 6'
- MODEL: MONTAGE PLUS
- MATERIAL: COMMERCIAL STRENGTH STEEL
- COLOR: BLACK (POWDER-COATED)
- LATCHES: SELF-CLOSING & SELF-LATCHING (WITH COLOR-MATCHED HINGES)

MANUFACTURER: ELITE

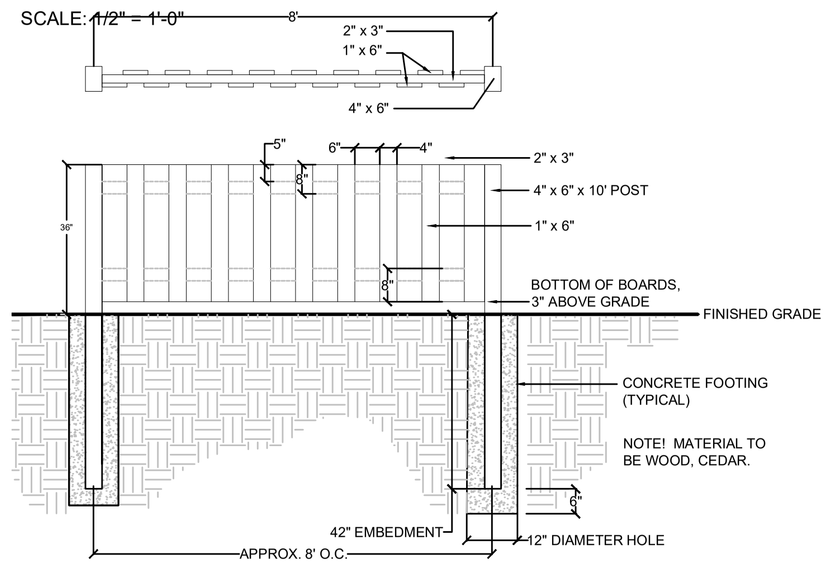
SUPPLIER (OR APPROVED EQUAL):

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200 W. RIVER ROAD - ST. CHARLES, IL 60174
CONTACT: MEGAN RUSSE

PEERLESSFENCE.COM
T (630) 474-8371

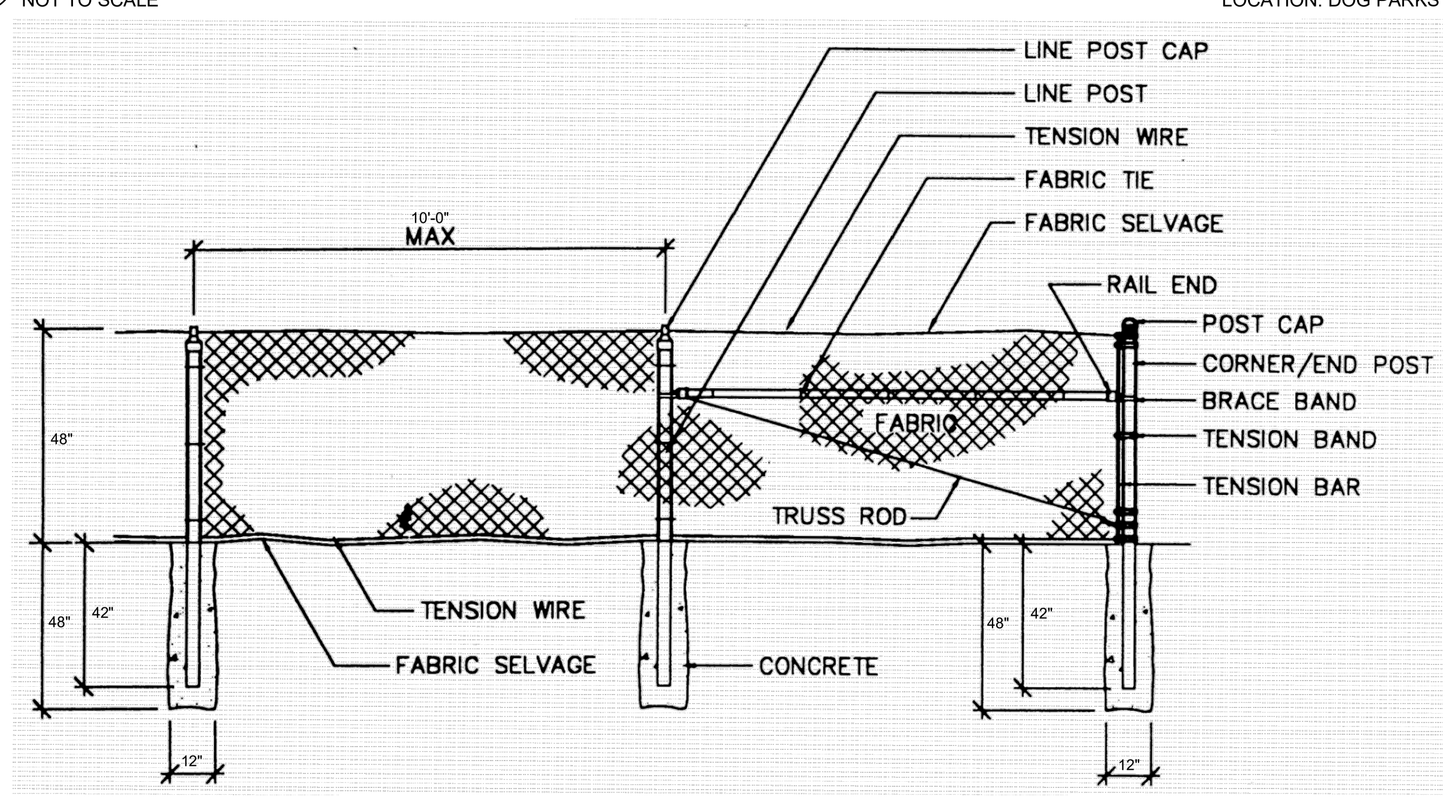
4 DETAIL: FENCE, A/C UNIT SCREENING

NOT TO SCALE — LOCATION: A/C UNITS, BUILDINGS



5 DETAIL: FENCE, CHAIN-LINK (GATES NOT SHOWN)

NOT TO SCALE — LOCATION: DOG PARKS



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CHICAGO, ILLINOIS

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PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN
- DETAILS: FENCING

SHEET NUMBER

L4.3

DETAILS: SITE FURNISHINGS

1 SPECIFICATIONS - ASHTON BENCH

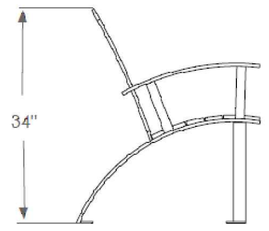
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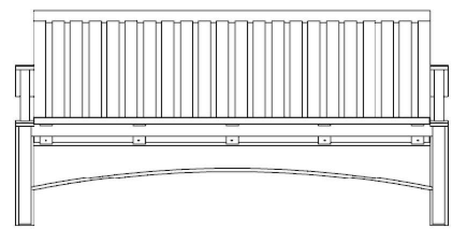
- QUANTITY: 5
- MODEL: ASB-6-RPB-P
- FRAME COLOR: BLACK POWDER COATED STEEL
- SEAT COLOR: BROWN RECYCLED PLASTIC
- MOUNT: SURFACE

- SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

- AVAILABLE THRU (OR APPROVED EQUAL):
  THOMAS STEELE
  1080 UNIEK DRIVE
  WAUNAKEE, WI
  CONTACT: LARRY SEIPLE
  EMAIL: LSEIPLE@MADRAX.COM







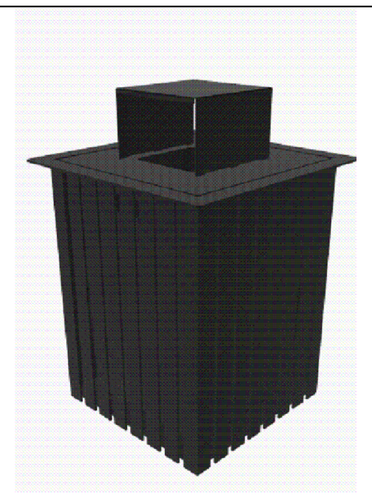
2 SPECIFICATIONS - ARCADIA 32 GAL. LITTER RECEPTACLE

SHALL BE:

- QUANTITY: 4
- MODEL: ACTR-32-P; COVERED SQUARE LID: CSQ
- COLOR: BLACK POWDER COATED STEEL
- INCLUDES EQUIPMENT AS PICTURED:

- SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

- AVAILABLE THRU (OR APPROVED EQUAL):
  THOMAS STEELE
  1080 UNIEK DRIVE
  WAUNAKEE, WI
  CONTACT: LARRY SEIPLE
  EMAIL: LSEIPLE@MADRAX.COM



3 SPECIFICATIONS - ORION SQUARE (LOOP) BIKE RACK

SHALL BE:

- QUANTITY: 6
- NAME: ORION SQUARE RACK
- MODEL #: ORNS-2-SF-P
- MATERIAL: POWDER COATED STEEL
- COLOR: BLACK
- DIMENSIONS: 26" L X 33" H

- SHALL BE SURFACE MOUNTED PER MANUFACTURER'S SPECIFICATIONS.

- AVAILABLE THRU (OR APPROVED EQUAL:
  GRABER MANUFACTURING, INC.
  THOMAS STEELE, MADRAX
  CONTACT: LARRY SEIPLE
  LSEIPLE@MADRAX.COM



DETAILS: SIGNS

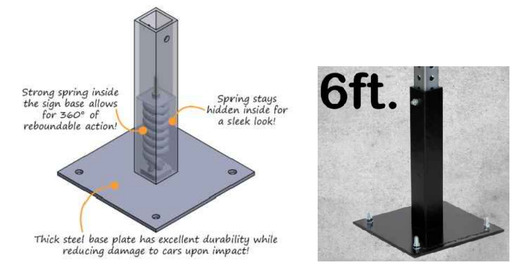
4 SPECIFICATIONS - EV CHARGING STATION SIGN WITH REBOUNDABLE POST

SHALL BE:

- QUANTITY: 4
- PART NO: K2-0764
- SPN#: 301J
- MATERIAL: HI INTENSITY REFLECTIVE ALUMINUM WITH 3M LAMINATE
- SIZE: 12" X 18"
- MOUNT OPTION FOR CONCRETE: AFIX TO 6 FT. FLEXBOSS REBOUNDABLE SIGN POST SYSTEM
- MOUNT OPTION FOR LANDSCAPED AREA: 8 FT. SIGN POST IN POURED CONCRETE FOOTING

- SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

- AVAILABLE THRU (OR APPROVED EQUAL):
  ROADTRAFFICSIGNS.COM
  203 JAY ST, SUITE 800
  BROOKLYN, NY
  TEL (888) 343-3771



FLEXIBLE POST FOR SURFACE MOUNT ON CONCRETE



SIGN

HABITAT™

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9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

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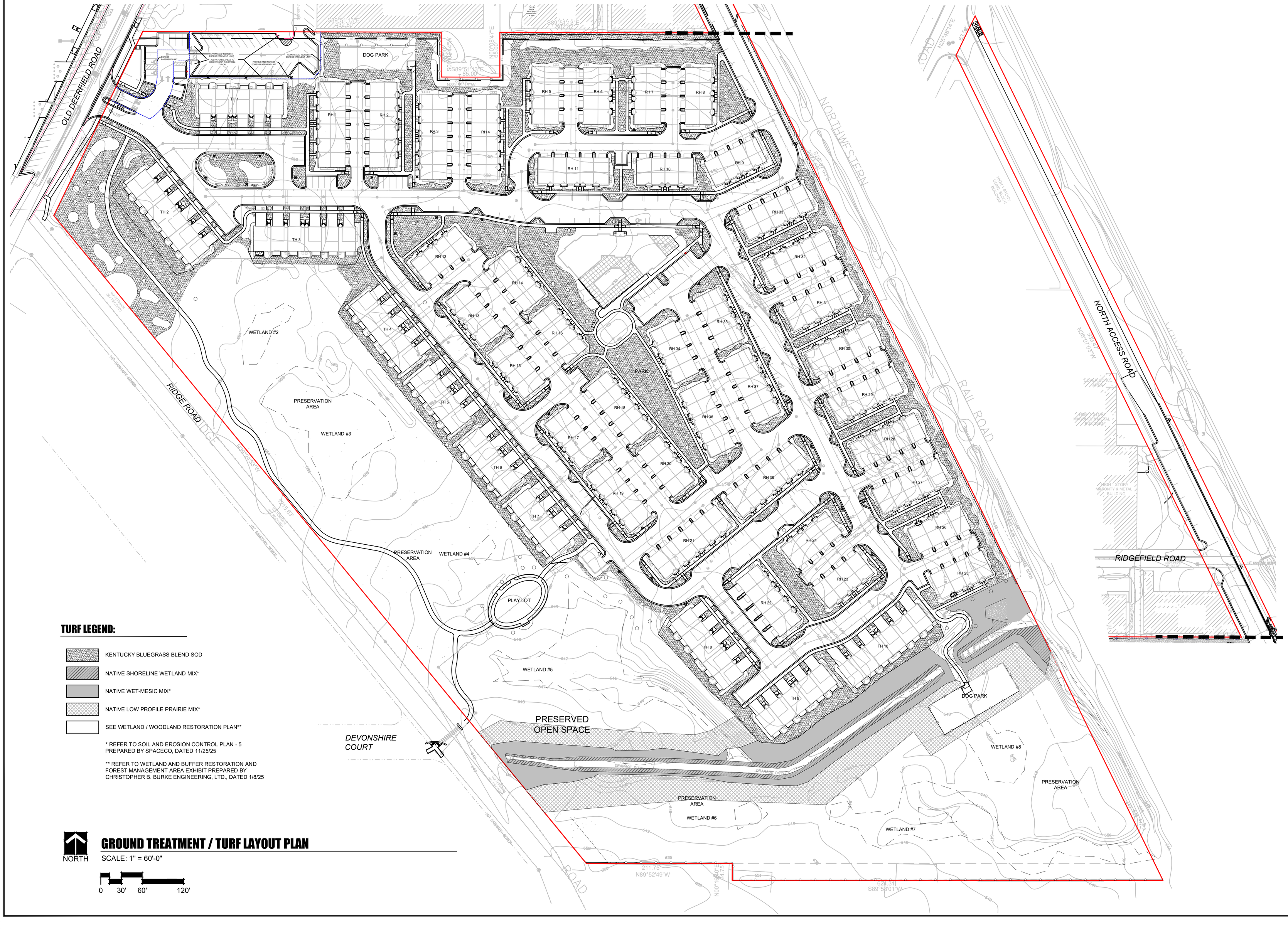
PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN
- DETAILS:
SITE FURNISHINGS

SHEET NUMBER

L5.0



TURF LEGEND:

- KENTUCKY BLUEGRASS BLEND SOD
- NATIVE SHORELINE WETLAND MIX*
- NATIVE WET-MESIC MIX*
- NATIVE LOW PROFILE PRAIRIE MIX*
- SEE WETLAND / WOODLAND RESTORATION PLAN**

* REFER TO SOIL AND EROSION CONTROL PLAN - 5 PREPARED BY SPACECO, DATED 11/25/25

** REFER TO WETLAND AND BUFFER RESTORATION AND FOREST MANAGEMENT AREA EXHIBIT PREPARED BY CHRISTOPHER B. BURKE ENGINEERING, LTD., DATED 1/8/25

NORTH

GROUND TREATMENT / TURF LAYOUT PLAN

SCALE: 1" = 60'-0"

0 30' 60' 120'

HABITAT™

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 12, 2025

REVISIONS

1.	1/15/26 PER STAFF COMMENTS
2.	1/22/26 PER CONDITIONS FOR APPROVAL
3.	2/03/2026 SOUTH FENCE SETBACK
4.	
5.	
6.	
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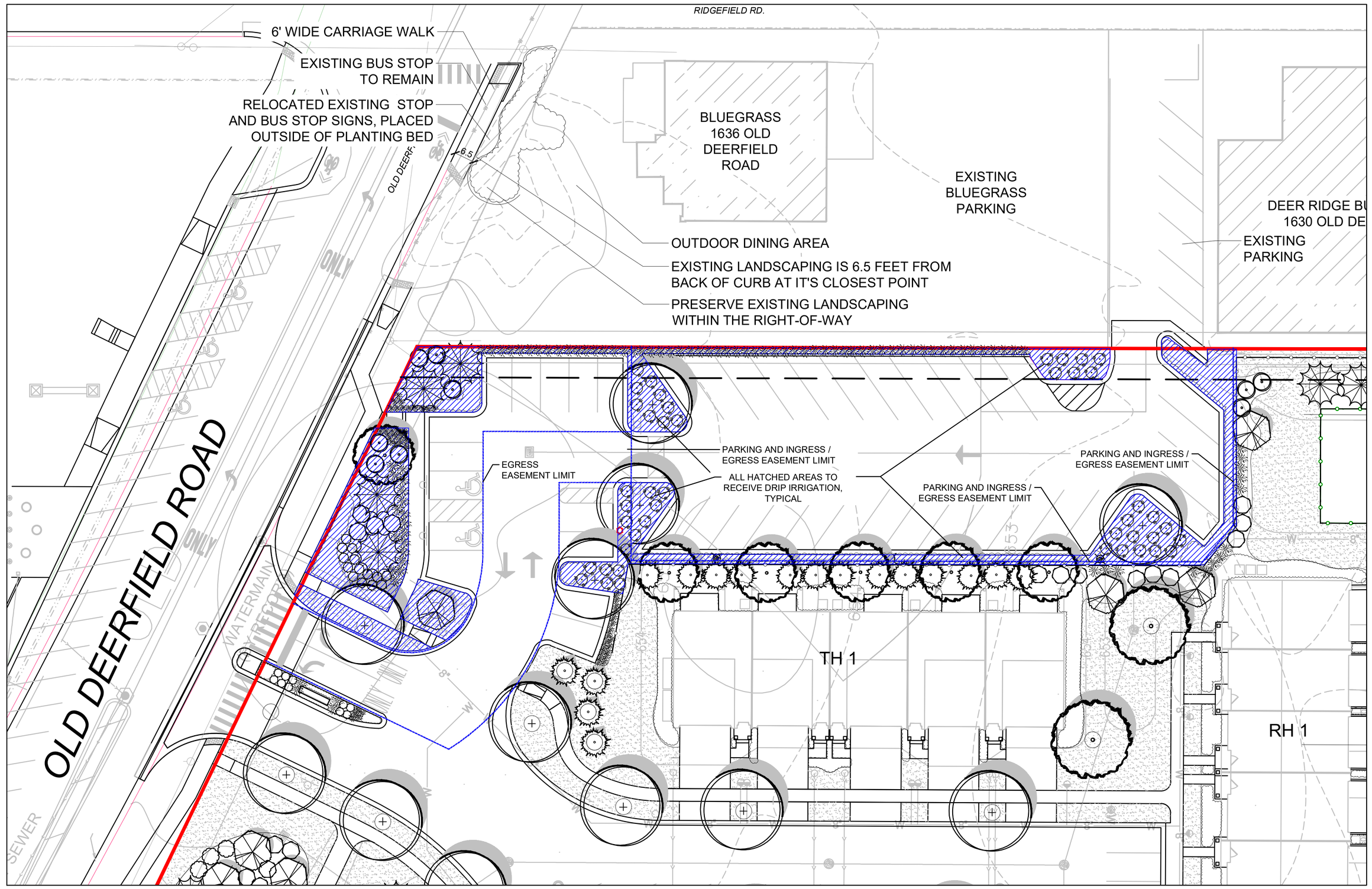
PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN - GROUND TREATMENT / TURF LAYOUT PLAN

SHEET NUMBER

L6.0



NORTH

IRRIGATION PLAN - PARKING LOT EASEMENT AREA

SCALE: 1" = 20'-0"

0 10' 20' 40'

NOTE!
WATER SUPPLY FOR IRRIGATION TO BE PROVIDED BY THE RESIDENCES OF HIGHLAND PARK.

HABITAT™

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

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CHICAGO, ILLINOIS

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3.	2/03/2026 SOUTH FENCE SETBACK
4.	
5.	
6.	
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9.	
10.	

PROJECT NAME AND SHEET TITLE

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, IL

FINAL LANDSCAPE PLAN
- IRRIGATION PLAN
PARKING LOT EASEMENT AREA

SHEET NUMBER

L7.0

EXHIBIT H

Final Engineering Plan

SITE IMPROVEMENT PLANS
for

THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK
LAKE COUNTY, ILLINOIS

PROJECT NO:11395.02

DEVELOPER
THE HABITAT COMPANY
350 W. HUBBARD STREET, SUITE 500
CHICAGO, ILLINOIS 60654
PHONE: (312) 527-5400

ARCHITECT
BSB DESIGN, INC
220 N. SMITH STREET
PALATINE, IL 60067
PHONE: (847) 705-2200

CALL J.U.L.I.E. 1-800-892-0123
WITH THE FOLLOWING:
COUNTY LAKE
CITY, TOWNSHIP HIGHLAND PARK
SEC. & ¼ SEC. NO. S27 T43N R12E
48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN. & HOLIDAYS

BENCHMARK
ELEVATION:
DESCRIPTION: SEE SHEET OVET FOR BENCHMARK INFORMATION

NOTE:
SPACECO, INC. IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

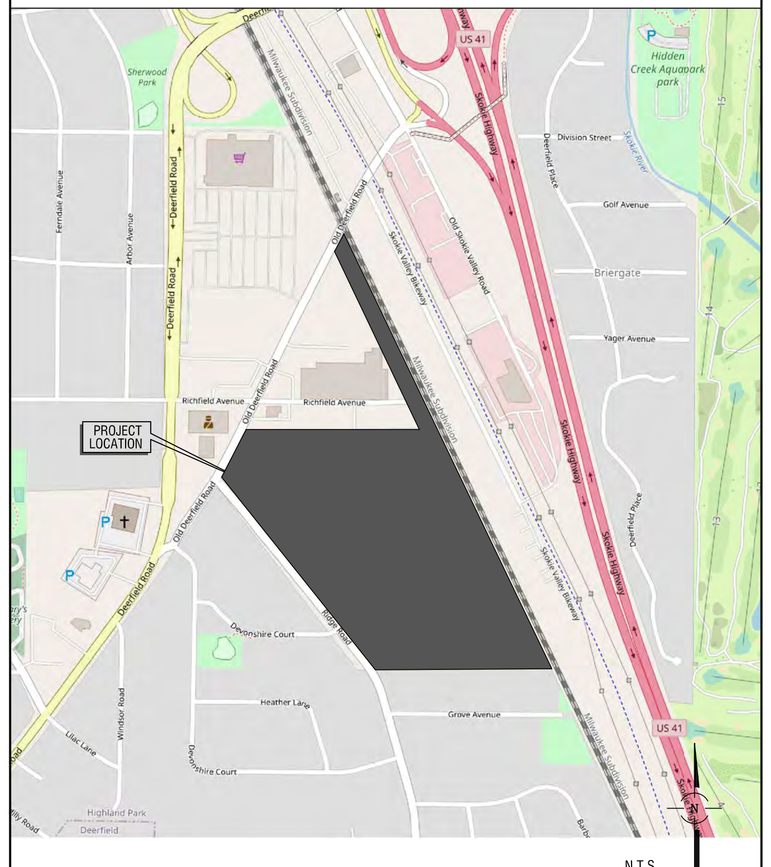
REVISIONS

ORIGINAL PLAN DATE: NOVEMBER 25, 2025

#	SHEET #	REMARKS	DATE
1	2,10,17-23,30,34	PER CITY	12/23/25
2	17-20,25	PER CITY	01/15/26
3	17,18,22	PER CITY	01/27/26

INDEX

SHEET #	SHEET I.D.	SHEET DESCRIPTION
1	C1	COVER SHEET
2	GN	TYPICAL SECTIONS & GENERAL NOTES
3	OVET	OVERALL EXISTING CONDITIONS PLAN
4-9	EC1-6	EXISTING CONDITIONS PLANS
10-15	DEMO1-6	DEMOLITION PLANS
16	OVSP	OVERALL SITE PLAN
17-22	GM1-6	GEOMETRIC PLANS
23-28	GR1-6	GRADING PLANS
29-34	UT1-6	UTILITY PLANS
35-40	SE1-6	SOIL EROSION AND SEDIMENT CONTROL PLANS
41-42	SE7-8	SOIL EROSION AND SEDIMENT CONTROL NOTES AND DETAILS
43	S1	SPECIFICATIONS
44-46	D1-D3	DETAILS



ENGINEER
BRETT M. DUFFY, P.E.
ILLINOIS REGISTRATION NO.: 062-053198
EXPIRATION DATE: 11/30/2027
PROFESSIONAL DESIGN FIRM NO.: 184-001157
EXPIRATION DATE: 04/30/2027
THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT THE SIGNATURE , SEAL, AND EXPIRATION DATE OF SEAL OF THE ENGINEER

01/27/26
DATE

LICENSED PROFESSIONAL ENGINEER
BRETT M. DUFFY
NO. 062-053198
ILLINOIS

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK
LAKE COUNTY, ILLINOIS

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

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 11395.02_TITLE
DATE: 11/25/25
JOB NO. 11395.02
SHEET C1
1 OF 46

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GENERAL NOTES

1. REFERENCED CODES

A. ALL PAVEMENT AND STORM SEWER CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SSRBC), AND SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS; ADOPTED APRIL 1, 2016 BY ILLINOIS DEPARTMENT OF TRANSPORTATION AND ALL AMENDMENTS THERETO; AND IN ACCORDANCE WITH THE LATEST EDITION OF THE CODE OF THE MUNICIPALITY; EXCEPT AS MODIFIED HEREIN. IN CASE OF CONFLICT, MUNICIPAL CODE SHALL TAKE PRECEDENCE.

B. ALL SANITARY SEWER AND WATERMAIN CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, PUBLISHED JANUARY 2014, AND IN ACCORDANCE WITH THE CODE OF THE MUNICIPALITY; EXCEPT AS MODIFIED HEREIN OR BY ANY PUBLIC AGENCY PERMITS ISSUED FOR THIS WORK. IN CASE OF CONFLICT, THE MORE RESTRICTIVE PROVISIONS SHALL APPLY.

C. ALL SIDEWALK AND PUBLIC AREAS MUST BE CONSTRUCTED IN ACCORDANCE WITH CURRENT ADA, ILLINOIS HANDICAP ACCESSIBILITY AND ANY APPLICABLE LOCAL ORDINANCES. WHEN CONFLICTS EXIST BETWEEN THE GOVERNING AGENCIES, THE MORE STRINGENT SHALL GOVERN.

D. THE CITED STANDARD SPECIFICATIONS, CODES AND PERMITS, WITH THESE CONSTRUCTION PLANS AND DETAILS, ARE ALL TO BE CONSIDERED PART OF THE CONTRACT. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE CONSIDERED A PART OF THIS CONTRACT.

2. UTILITY LOCATIONS

A. THE UTILITY COMPANIES HAVE BEEN CONTACTED IN REFERENCE TO UTILITIES THEY OWN AND OPERATE WITHIN THE LIMITS FOR THIS PROJECT. DATA FROM THESE AGENCIES HAS BEEN INCORPORATED INTO THE PLANS. IT IS, HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM OR ESTABLISH THE EXISTENCE OF ALL UTILITY FACILITIES AND THEIR EXACT LOCATIONS, AND TO SAFELY SCHEDULE ALL UTILITY RELOCATIONS. FOR ADDITIONAL INFORMATION, THE AGENCIES LISTED ON THIS SHEET MAY BE CONTACTED.

B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE ENGINEER DOES NOT WARRANT THE LOCATION OF ANY EXISTING UTILITIES SHOWN ON THE PLAN. THE CONTRACTOR SHALL CALL J.U.L.I.E. AT 800-892-0123 AND THE MUNICIPALITY, FOR UTILITY LOCATIONS. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND THE MUNICIPALITY TWENTY-FOUR (24) HOURS PRIOR TO STARTING ANY CONSTRUCTION.

C. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH LOCATIONS OF THE NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.

3. UTILITY COORDINATION

A. OWNER SHALL OBTAIN EASEMENTS AND PERMITS NECESSARY TO FACILITATE CONSTRUCTION OF THE PROPOSED UTILITIES. THE CONTRACTOR, HOWEVER, SHALL FURNISH ALL REQUIRED BONDS AND EVIDENCE OF INSURANCE NECESSARY TO SECURE THESE PERMITS.

B. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE NATURE AND STATUS OF ALL UTILITY RELOCATION WORK PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO ENSURE THAT CONSTRUCTION OPERATIONS DO NOT INTERFERE WITH UTILITY FACILITIES AND RELOCATION WORK. THE SCHEDULE SHOULD REFLECT CONSTRUCTION SEQUENCING WHICH COORDINATES WITH ALL UTILITY RELOCATION WORK. THE CONTRACTOR SHALL BE REQUIRED TO ADJUST THE ORDER OF ITS WORK FROM TIME TO TIME, TO COORDINATE SAME WITH UTILITY RELOCATION WORK, AND SHALL PREPARE REVISED SCHEDULE(S) IN COMPLIANCE THEREWITH AS DIRECTED BY THE OWNER.

C. THE OWNER AND THE ENGINEER SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY OPERATION REQUIRING COOPERATION WITH OTHERS. AT&T SHALL BE CONTACTED ONE MONTH PRIOR TO START OF CONSTRUCTION IN ITS UTILITY AREAS. ALL OTHER AGENCIES, UNLESS OTHERWISE NOTED, SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR TEN (10) DAYS PRIOR TO THE START OF ANY SUCH OPERATION.

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

5. ALL PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS, UNLESS OTHERWISE SPECIFIED.

6. UPON AWARDING OF THE CONTRACT, AND WHEN REQUIRED BY THE MUNICIPALITY OR OWNER, THE CONTRACTOR SHALL FURNISH A LABOR, MATERIAL AND PERFORMANCE BOND IN THE AMOUNT REQUIRED GUARANTEEING COMPLETION OF THE WORK. THE UNDERWRITER SHALL BE ACCEPTABLE TO THE MUNICIPALITY OR OWNER, AS APPROPRIATE.

7. THE CONTRACTORS SHALL PLAN THEIR WORK BASED ON THEIR OWN BORINGS, EXPLORATIONS AND OBSERVATIONS TO DETERMINE SOIL CONDITIONS AT THE LOCATION OF THE PROPOSED WORK. HOWEVER, IF THE OWNER HAS A SOILS REPORT, THE RESULTS WILL BE AVAILABLE FROM THE OWNER UPON WRITTEN REQUEST.

8. CONTRACTOR SHALL VIDEO TAPE WORK AREA PRIOR TO CONSTRUCTION FOR THE PURPOSE OF DOCUMENTING EXISTING CONDITIONS.

9. COMMENCING CONSTRUCTION

A. THE CONTRACTOR SHALL NOTIFY THE OWNER AND/OR HIS REPRESENTATIVE AND THE AFFECTED GOVERNMENTAL AGENCIES IN WRITING AT LEAST THREE FULL WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION, IN ADDITION, ALL CONTRACTOR SHALL NOTIFY AS NECESSARY, ALL TESTING AGENCIES, EITHER MUNICIPALITY'S OR THE OWNER'S, SUFFICIENTLY IN ADVANCE OF CONSTRUCTION. ALL MATERIAL TESTING SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE CONTRACTOR. THE TESTING AGENCY SHALL MEET THE APPROVAL OF THE OWNER.

B. FAILURE OF CONTRACTOR TO ALLOW PROPER NOTIFICATION TIME WHICH RESULTS IN TESTING COMPANIES TO BE UNABLE TO VISIT SITE AND PERFORM TESTING WILL CAUSE CONTRACTOR TO SUSPEND OPERATION (PERTAINING TO TESTING) UNTIL TESTING AGENCY CAN SCHEDULE TESTING OPERATIONS. COST OF SUSPENSION OF WORK TO BE BORNE BY CONTRACTOR.

10. ALL CONTRACTORS SHALL KEEP ACCESS AVAILABLE AT ALL TIMES FOR ALL TYPES OF TRAFFIC. AT NO TIME SHALL ACCESS BE DENIED TO ADJACENT PROPERTIES.

11. THE CONTRACTOR SHALL PRESERVE ALL CONSTRUCTION STAKES UNTIL THEY ARE NO LONGER NEEDED. ANY STAKES DESTROYED OR DISTURBED BY THE CONTRACTOR PRIOR TO THEIR USE SHALL BE RESET BY THE DEVELOPER'S ENGINEER AT CONTRACTOR'S COST.

12. ANY EXISTING SIGNS, LIGHT STANDARDS AND UTILITY POLES WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND NOT NOTED FOR DISPOSAL SHALL BE REMOVED AND RESET BY THE CONTRACTOR AT HIS OWN EXPENSE AS SHOWN ON THE ENGINEERING PLANS OR AS DIRECTED BY THE DEVELOPER. ANY DAMAGE TO THESE ITEMS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS OWN EXPENSE TO THE SATISFACTION OF THE OWNER. ANY SIGNS NOT REQUIRED TO BE RESET, SHALL BE DELIVERED TO THE RESPECTIVE OWNERS.

13. REMOVAL OF SPECIFIED ITEMS, INCLUDING BUT NOT LIMITED TO, PAVEMENT, SIDEWALK, CURB, CURB AND GUTTER, CULVERTS, ETC. SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE. HE IS RESPONSIBLE FOR ANY PERMIT REQUIRED FOR SUCH DISPOSAL.

14. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM OR SHALL BE RESTORED TO PROPER OPERATING CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE OR DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER, DEVELOPER OR MUNICIPAL ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

15. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB.

16. THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIALS, TRASH, OIL AND GREASE RESIDUE, MACHINERY, TOOLS AND OTHER MISCELLANEOUS ITEMS WHICH WERE NOT PRESENT PRIOR TO PROJECT COMMENCEMENT AT NO ADDITIONAL EXPENSE TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY AND ALL PERMITS NECESSARY FOR THE HAULING AND DISPOSAL REQUIRED FOR CLEAN-UP AS DIRECTED BY THE ENGINEER OR OWNER. BURNING ON THE SITE IS NOT PERMITTED.

17. ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAVEMENT AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT UNLESS SPECIFICALLY NOTED ON THE PLANS.

18. TREES NOT MARKED FOR REMOVAL SHALL BE CONSIDERED AS DESIGNATED TO BE SAVED AND SHALL BE PROTECTED UNDER THE PROVISIONS OF (SSRBC) ARTICLE 201.05.

19. LIMB PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF THE LANDSCAPE ARCHITECT MEETING THE OWNER'S APPROVAL AND SHALL BE UNDERTAKEN IN A TIMELY FASHION SO AS NOT TO INTERFERE WITH CONSTRUCTION.

20. ALL LIMBS, BRANCHES, AND OTHER DEBRIS RESULTING FROM THIS WORK SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE OFF-SITE.

21. ALL CUTS OVER 1" IN DIAMETER SHALL BE MADE FLUSH WITH THE NEXT LARGE BRANCH. WOUNDS OVER 1" IN DIAMETER SHALL BE PAINTED WITH AN APPROVED TREE PAINT.

22. GENERAL EXCAVATION/UNDERGROUND NOTES

A. SLOPE SIDES OF EXCAVATIONS TO COMPLY WITH CODES AND ORDINANCES HAVING JURISDICTION. SHORE AND BRACE WHERE SLOPING IS NOT POSSIBLE EITHER BECAUSE OF SPACE RESTRICTIONS OR STABILITY OF MATERIAL EXCAVATED. MAINTAIN SIDES AND SLOPES OF EXCAVATIONS IN A SAFE CONDITION UNTIL COMPLETION OF BACKFILLING.

B. PROVIDE MATERIALS FOR SHORING AND BRACING, SUCH AS SHEET PILING, UPRIGHTS, STRINGERS AND CROSS BRACES, IN GOOD SERVICEABLE CONDITION. PROVIDE MINIMUM REQUIREMENTS FOR TRENCH SHORING AND BRACING TO COMPLY WITH CODES AND AUTHORITIES HAVING JURISDICTION. MAINTAIN SHORING AND BRACING IN EXCAVATIONS REGARDLESS OF TIME PERIOD EXCAVATIONS WILL BE OPEN. CARRY DOWN SHORING AND BRACING AS EXCAVATION PROGRESSES IN ACCORDANCE WITH OSHA AND GOVERNING AUTHORITY.

C. PREVENT SURFACE WATER AND SUBSURFACE OR GROUNDWATER FROM FLOWING INTO EXCAVATIONS. REMOVE WATER TO PREVENT SOFTENING OF FOUNDATION BOTTOMS, UNDERCUTTING FOOTINGS, AND SOIL CHANGES DETRIMENTAL TO STABILITY OF SUBGRADES AND FOUNDATIONS. PROVIDE AND MAINTAIN PUMPS, SUMPS, SUCTION AND DISCHARGE LINES AND OTHER DEWATERING SYSTEM COMPONENTS NECESSARY TO CONVEY WATER AWAY FROM EXCAVATIONS, CONVEY WATER REMOVED FROM EXCAVATIONS AND RAINWATER TO COLLECTING OR RUN-OFF AREAS ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION. PROVIDE AND MAINTAIN TEMPORARY DRAINAGE DITCHES AND OTHER DIVERSIONS OUTSIDE EXCAVATION LIMITS FOR EACH STRUCTURE. DO NOT USE TRENCH EXCAVATIONS AS TEMPORARY DRAINAGE DITCHES.

D. IMMEDIATELY REPORT CONDITIONS THAT MAY CAUSE UNSOUND BEARING TO THE OWNER/DEVELOPER BEFORE CONTINUING WORK.

23. FINAL ACCEPTANCE

A. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT AND THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE DURING THAT PERIOD. THIS GUARANTEE SHALL BE PROVIDED IN THE FORM OF MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE COST OF IMPROVEMENTS.

B. BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED BY THE OWNER OR HIS REPRESENTATIVE. FINAL PAYMENT WILL BE MADE AFTER ALL THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED.

C. NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN APPROVED BY THE MUNICIPALITY. APPROVAL TO PROCEED MUST BE OBTAINED FROM THE MUNICIPALITY PRIOR TO INSTALLING PAVEMENT BASE, BINDER, SURFACE, AND PRIOR TO PLACING ANY CONCRETE AFTER FORMS HAVE BEEN SET.

D. AT THE CLOSE OF EACH WORKING DAY AND AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS.

24. UNDERGROUND NOTES

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

B. WHERE SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER, EXISTING DRAINAGE STRUCTURES AND SYSTEMS SHALL BE CLEANED OF DEBRIS AND PATCHED AS NECESSARY TO ASSURE INTEGRITY OF THE STRUCTURE. THIS WORK SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE EACH FOR STRUCTURES AND CONTRACT UNIT PRICE PER LINEAL FOOT FOR SYSTEMS WHICH SHALL BE PAYMENT IN FULL FOR CLEANING, PATCHING, REMOVAL AND DISPOSAL OF DEBRIS AND DIRT. DRAINAGE STRUCTURES AND SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT SHALL BE MAINTAINED BY THE CONTRACTOR AT HIS EXPENSE. NO PAYMENT WILL BE MADE FOR CLEANING STRUCTURES OR SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT.

C. ANY DEWATERING OF SEWER AND WATER TRENCHES AS WELL AS TEMPORARY SHEETING OR BRACING THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL NOT BE CONSIDERED EXTRA WORK UNLESS THERE IS A SPECIFIC LINE ITEM FOR DEWATERING. IN THE EVENT THAT SOFT MATERIALS WITH UNCONFINED COMPRESSIVE STRENGTH LESS THAN 0.5 TSF ARE ENCOUNTERED IN SEWER CONSTRUCTION, THE CONTRACTOR SHALL (UPON APPROVAL OF THE OWNER AND/OR ENGINEER) OVER-EXCAVATE TO A DEPTH OF ONE (1) FOOT BELOW THE BOTTOM OF THE PIPE AND BACKFILL WITH COMPACTED CRUSHED STONE, PROPERLY FORMED TO FIT THE BOTTOM OF THE PIPE.

D. TRENCH BACKFILL WILL BE REQUIRED FOR THE FULL TRENCH DEPTH WITHIN TWO (2) FEET OF PROPOSED OR EXISTING PAVEMENTS, UTILITIES, DRIVEWAYS, AND SIDEWALKS AND EXTENDING A DISTANCE EQUAL TO A 1:1 SLOPE FROM SUBGRADE ELEVATION TO TOP OF PIPE. THE TRENCH BACKFILL SHALL CONSIST OF GRANULAR MATERIAL MEETING IDOT CA-6 GRADATION. THE TRENCH BACKFILL SHALL BE COMPACTED IN ACCORDANCE WITH (SSRBC) SPECIFICATIONS. JETTING WITH WATER SHALL NOT BE PERMITTED. THE COST OF SUCH CONSTRUCTION SHALL BE CONSIDERED INCIDENTAL TO THIS CONTRACT AND SHALL BE INCLUDED IN THE UNIT PRICE OF THE PIPE. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS ITEM.

E. THE CONTRACTOR SHALL INSTALL A 4" X 4" X 8' (NOMINAL) POST AT THE TERMINUS OF THE SANITARY, WATER AND STORM SERVICE, SANITARY AND STORM MANHOLES, CATCH BASINS, INLETS AND WATER VAULTS. THE POST SHALL EXTEND 4' ABOVE THE GROUND. THE TOP 12" OF SAID POST SHALL BE PAINTED AS FOLLOWS; SANITARY - RED, WATERMAIN - BLUE, STORM - GREEN.

F. AFTER THE STORM SEWER SYSTEM HAS BEEN CONSTRUCTED, THE CONTRACTOR SHALL PLACE EROSION CONTROL AT REAR YARD INLET LOCATIONS, AND AT OTHER LOCATIONS SELECTED BY THE ENGINEER, TO MINIMIZE THE AMOUNT OF SILTATION WHICH NORMALLY WOULD ENTER THE STORM SEWER SYSTEM.

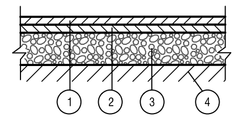
G. HYDRANTS SHALL NOT BE FLUSHED DIRECTLY ON THE ROAD SUBGRADES. WHENEVER POSSIBLE, HOSES SHALL BE USED TO DIRECT THE WATER INTO LOT AREAS OR THE STORM SEWER SYSTEM (IF AVAILABLE). DAMAGE TO THE ROAD SUBGRADE OR LOT GRADING DUE TO EXCESSIVE WATER SATURATION AND/OR EROSION FROM HYDRANT FLUSHING, OR FROM LEAKS IN THE WATER DISTRIBUTION SYSTEM, WILL BE REPAIRED BY THE CONTRACTOR AT HIS COST.

H. ALL TOP OF FRAMES FOR STORM AND SANITARY SEWERS AND VALVE VAULT COVERS ARE TO BE ADJUSTED TO MEET FINAL FINISH GRADE. THIS ADJUSTMENT IS TO BE MADE BY THE SEWER AND WATER CONTRACTOR AND THE COST IS TO BE CONSIDERED INCIDENTAL. THESE ADJUSTMENTS TO FINISHED GRADE WILL NOT ALLEVIATE THE CONTRACTOR FROM ANY ADDITIONAL ADJUSTMENTS AS REQUIRED BY THE MUNICIPALITY UPON FINAL INSPECTION OF THE PROJECT. (FINAL GRADES TO BE DETERMINED BY THE MUNICIPALITY AT THE TIME OF FINAL INSPECTION AND MAY VARY FROM PLAN GRADE.)

I. SLEEVES FOR UTILITY (COMED, TELEPHONE, ETC.) STREET CROSSING, SHALL BE INSTALLED WHERE DIRECTED BY THE OWNER. SLEEVES SHALL BE 6" PVC INSTALLED 36" BELOW THE TOP OF CURB AND EXTEND TWO FEET OUTSIDE THE CURB. TRENCH SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL.

J. THE CONTRACTOR SHALL VERIFY THE SIZE AND INVERT ELEVATION OF ALL CONNECTIONS TO AVOID ANY CONFLICTS BEFORE STARTING WORK. NOTIFY OWNER OF ANY DISCREPANCIES.

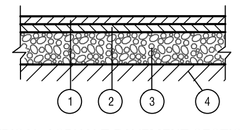
25. IT SHALL BE UNDERSTOOD THAT NEITHER THE MUNICIPALITY, ITS OFFICIALS, CONSULTANTS, NOR ITS EMPLOYEES ARE AGENTS OF OR REPRESENTATIVES OF THE OWNER. NONE-THE-LESS, THE MUNICIPALITY, ITS OFFICIALS AND EMPLOYEES ARE TO BE PROVIDED SAFE ACCESS TO ALL PHASES OF ALL WORK PERFORMED ON THE PROJECT SITE TO MONITOR THE QUALITY OF THE WORK AND ASSURE ITS CONFORMITY WITH THE PLANS AND SPECIFICATIONS. THERE SHALL BE NO PERSONAL LIABILITY UPON ANY OFFICIAL OR EMPLOYEE OF THE MUNICIPALITY ON ACCOUNT OF ACTIONS TAKEN OR NOT TAKEN IN THE COURSE OF THEIR WORK. THE CONTRACTOR MUST AT ALL TIMES MAINTAIN A SAFE ACCESS TO THE WORK FOR INSPECTORS. "SAFE" : MEANING CONDITIONS COMPLYING WITH ALL PROVISIONS OF ALL APPLICABLE AND RECOGNIZED SAFETY STANDARDS, FEDERAL, STATE AND LOCAL. IF ACCESS IS NOT SAFE AND INSPECTIONS CANNOT BE MADE UNDER SAFE CONDITIONS, THE INSPECTOR CAN ORDER CESSATION OF THE WORK SO AFFECTED UNTIL SUCH TIME AS CONTRACTOR PROVIDES SAFE ACCESS.



TYPICAL ASPHALT PAVEMENT SECTION
(FRONT LOAD DRIVEWAYS)
N.T.S.

1. 1.5" HMA SURFACE COURSE, MIX "D", IL-9.5, N50
2. 2.5" LEVELING BINDER COURSE, MIX "D", IL-19.0, N50
3. 6" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE

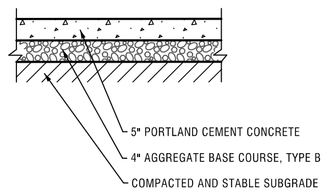
PAVEMENT SECTIONS PER REPORT OF GEOTECHNICAL ENGINEERING EXPLORATION BY ECS MIDWEST,LLC DATED DECEMBER 31, 2024. ECS PROJECT NO. 16:15599



TYPICAL ASPHALT PAVEMENT SECTION
(HMA PAVEMENT)
N.T.S.

1. 1.5" HMA SURFACE COURSE, MIX "D", IL-9.5, N50
2. 2.5" HMA BINDER COURSE, MIX "D", IL 19.0, N50
3. 8" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE

PAVEMENT SECTIONS PER REPORT OF GEOTECHNICAL ENGINEERING EXPLORATION BY ECS MIDWEST,LLC DATED DECEMBER 31, 2024. ECS PROJECT NO. 16:15599



TYPICAL SIDEWALK/PEDESTRIAN PATH SECTION
N.T.S.

PAVEMENT SECTIONS PER REPORT OF GEOTECHNICAL ENGINEERING EXPLORATION BY ECS MIDWEST,LLC DATED DECEMBER 31, 2024. ECS PROJECT NO. 16:15599

LEGEND

EXISTING	DESCRIPTION	PROPOSED
	DRAIN TILE	
	STORM SEWER	
	SANITARY SEWER	
	SANITARY TRUNK SEWER	
-W 8" -	WATER MAIN (WITH SIZE)	W 8"
	PIPE TRENCH BACKFILL	
G	GAS MAIN	G
T	TELEPHONE LINES	T
E	ELECTRIC LINE	E
X	FENCE	X
	RIGHT-OF-WAY	
	EASEMENT	
	PROPERTY LINE	
	SETBACK LINE	
	CENTERLINE	
680	CONTOUR	680
	SANITARY MANHOLE	
	STORM MANHOLE	
	CATCH BASIN	
	INLET	
	FIRE HYDRANT	
	PRESSURE CONNECTION	
	PIPE REDUCER	
	VALVE AND VAULT, VALVE	
	FLARED END SECTION	
	STREET LIGHT	
	UTILITY POLE	
	CONTROL POINT	
	SIGN	
XXX.XX	SPOT ELEVATION	XXX.XX
	SOIL BORING	
	OVERLAND FLOW ROUTE	
	DRAINAGE SLOPE	OR
	GUARDRAIL	
	WATER'S EDGE	
	CONCRETE	
	REVERSE PITCH CURB	
	TREE, FIR TREE, BUSH, & PROPOSED TREE TO REMOVE	

ABBREVIATIONS

M = STORM MANHOLE	I = INVERT OR INLET	T/P = TOP OF PIPE
S = SANITARY MANHOLE	TF = TOP OF FOUNDATION	B/P = BOTTOM OF PIPE
CB = CATCH BASIN	GF = GARAGE FLOOR	WM = WATERMAIN
LP = LIGHT POLE	TC = TOP OF CURB	SAN = SANITARY SEWER
VV = VALVE VAULT	TD = TOP OF DEPRESSED CURB	STM = STORM SEWER
E = END SECTION	TW = TOP OF RETAINING WALL	LO = LOOK OUT
FH = FIRE HYDRANT	BW = BOTTOM OF RETAINING WALL	PLO = PARTIAL LOOK OUT
GR = GRADE RING (HYDRANT)	OP = OUTLET OF PIPE	PC = PRESSURE CONNECTION

PERMITS

DESCRIPTION	LOG NO.	PERMIT NO.	DATE ISSUED

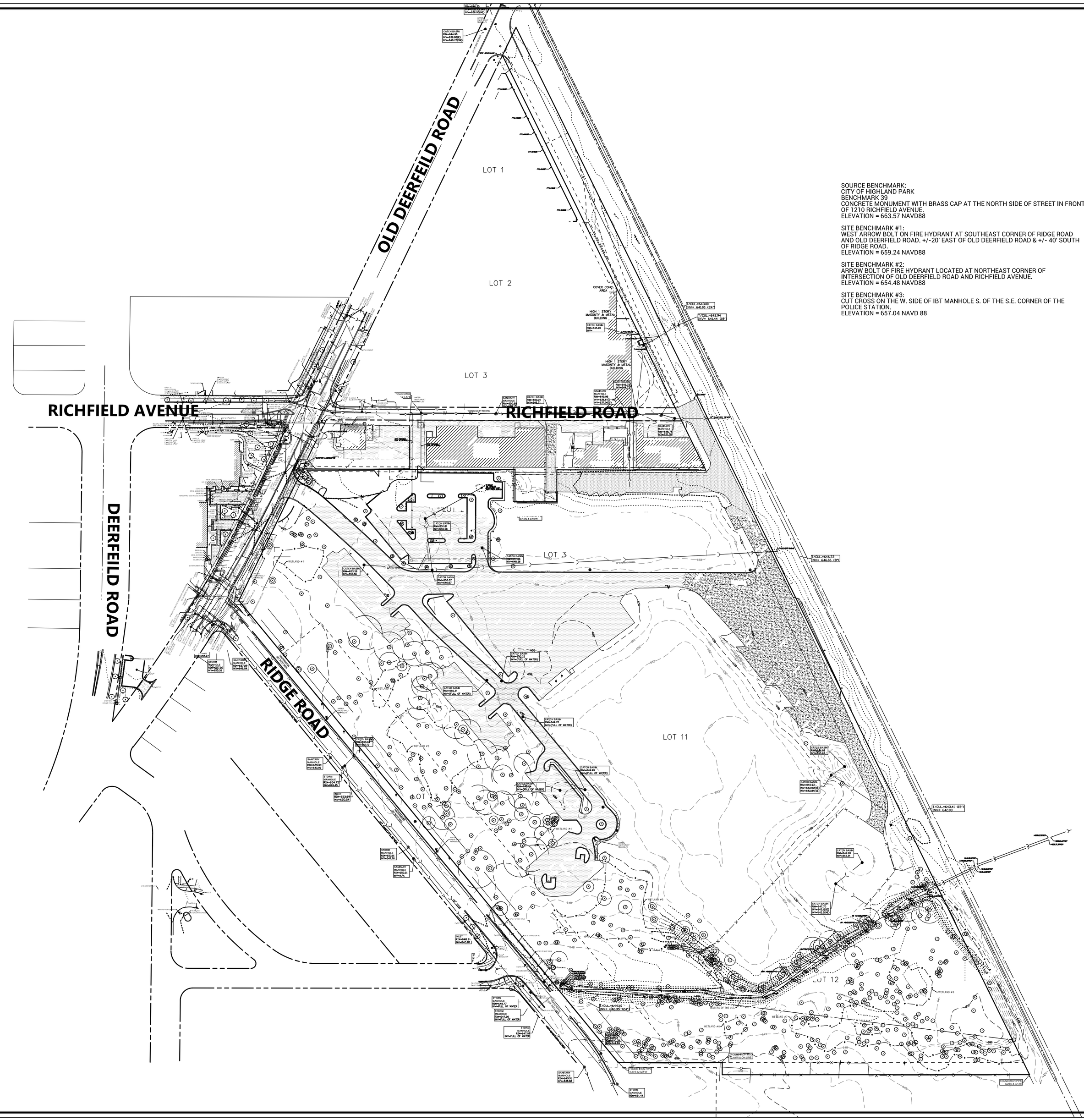
NO.	DATE	REMARKS
1	12/23/25	PER CITY

GENERAL NOTES AND TYPICAL SECTIONS

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN
spacecoinc.com

FILENAME: 11395.02_GN
DATE: 11/25/25
JOB NO. 11395.02
SHEET GN
2 OF 46



SOURCE BENCHMARK:
CITY OF HIGHLAND PARK
BENCHMARK 39
CONCRETE MONUMENT WITH BRASS CAP AT THE NORTH SIDE OF STREET IN FRONT OF 1210 RICHFIELD AVENUE.
ELEVATION = 663.57 NAVD88

SITE BENCHMARK #1:
WEST ARROW BOLT ON FIRE HYDRANT AT SOUTHEAST CORNER OF RIDGE ROAD AND OLD DEERFIELD ROAD. +/-20' EAST OF OLD DEERFIELD ROAD & +/- 40' SOUTH OF RIDGE ROAD.
ELEVATION = 659.24 NAVD88

SITE BENCHMARK #2:
ARROW BOLT OF FIRE HYDRANT LOCATED AT NORTHEAST CORNER OF INTERSECTION OF OLD DEERFIELD ROAD AND RICHFIELD AVENUE.
ELEVATION = 654.48 NAVD88

SITE BENCHMARK #3:
CUT CROSS ON THE W. SIDE OF IBT MANHOLE S. OF THE S.E. CORNER OF THE POLICE STATION.
ELEVATION = 657.04 NAVD 88

N

SCALE 1" = 100'

0 100 200

LEGEND

- STORM SEWER
- SANITARY SEWER
- COMBINED SEWER
- WATER MAIN
- GAS MAIN
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND CATV LINE
- OVERHEAD WIRE(S) ON UTILITY POLES
- FIBER OPTIC LINE
- RAILROAD
- FENCE
- GUARDRAIL
- EDGE OF WATER
- WETLAND LIMITS
- AIR CONDITIONING UNIT
- BOLLARD
- HAND HOLE
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL
- ELECTRIC METER
- LIGHT POLE
- GUY WIRE ANCHOR
- LANDSCAPE LIGHT/FLOOD LIGHT
- UTILITY POLE
- ELECTRIC PEDESTAL
- ELECTRIC MANHOLE
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- CABLE PEDESTAL
- CABLE MANHOLE
- GAS METER
- GAS VALVE
- GAS MANHOLE
- COMBINATION MANHOLE
- SANITARY MANHOLE
- GREASE TRAP
- CLEANOUT
- DOWNSPOUT
- STORM MANHOLE
- CULVERT
- CATCH BASIN
- FLARED END SECTION
- INLET
- AUXILIARY VALVE
- BUFFALO BOX
- SIAMESE CONNECTION/AUTO SPRINKLER
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- WELL
- VALVE AND VAULT
- MAILBOX
- SIGN
- FLAG POLE
- SATELLITE DISH
- UNIDENTIFIED PEDESTAL
- VENT PIPE
- UNIDENTIFIED MANHOLE
- STONE
- RIGHT OF WAY MONUMENT
- PK NAIL/MAG NAIL
- RAILROAD SPIKE
- IRON ROD
- IRON PIPE
- CROSS
- CONCRETE MONUMENT
- DISC
- BORING
- TEST PIT
- TREE WITH SIZE
- FIR TREE WITH SIZE
- BUSH
- WINDOW WELL
- ASPHALT
- CONCRETE
- GRAVEL
- BRICK
- 680 — CONTOUR
- × 999.99 — SPOT ELEVATION

NOTE:

UNDERGROUND UTILITIES ARE SHOWN BY USING PHYSICAL EVIDENCE FOUND ON THE SURFACE AND/OR FROM UTILITY COMPANY FIELD STAKES AND, THEREFORE, THEIR LOCATIONS ARE APPROXIMATE AND SUSPECTED AND MAY NOT BE COMPLETELY ACCURATE. FOR MORE ACCURATE LOCATION, FIELD EXCAVATE.

PIPE FLOW DIRECTIONS, IF SHOWN, ARE BASED ON FIELD INVERT ELEVATIONS UNLESS EXISTING PLANS INDICATE OTHERWISE, IN WHICH CASE THE EXISTING PLAN FLOW DIRECTION IS SHOWN.

LAST DATE OF FIELD WORK: OCTOBER 27, 2021

ON-SITE TOPOGRAPHIC SURVEY BY UNITED SURVEY SERVICE, LLC.

EFFECTIVE DATE: JANUARY 26, 2018

NO.	DATE	REMARKS

NO.	DATE	REMARKS

OVERALL EXISTING CONDITIONS

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN
spacecoinc.com

FILENAME: 11395.020VET

DATE: 11/25/25

JOB NO. 11395.02

SHEET
OVET
3 OF 46

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N:\Projects\11395\11395.02-Habitat\ENG\11395.02_ET.dgn ET-1 [Sheet] User=shermanas

RIDGE ROAD

OLD DEERFIELD ROAD

RICHFIELD ROAD

MATCHLINE - SEE SHEET ET3

MATCHLINE - SEE SHEET ET2

KEY MAP

SHEET LOCATION

N.T.S.

SHEET ET1 — 4 OF 46

JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11392.02_EC1

Spaceco
Civil Engineering & Surveying
spacecoinc.com
Rosemont, IL – Morris, IL – Indianapolis, IN

EXISTING CONDITIONS – 1

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

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MATCHLINE - SEE SHEET ET1

MATCHLINE - SEE SHEET ET4

SANITARY MANHOLE
RIM=649.96
INV=636.61(E-W)
INV=637.06(S)

RICHFIELD ROAD

SANITARY MANHOLE
RIM=648.78
INV=631.58

MANHOLE
RIM=652.48

MANHOLE
RIM=652.38

1 STORY CONC. BLOCK & STUCCO BUILDING # 1624

1 STORY BRICK BUILDING # 1628

ASPHALT DRIVE & PARKING AREA

EDGE OF PAVEMENT

CONC. STEPS

CONC. PORCH

CONC. WALK

CONC.

PVC FENCE IS 2.98'E

PVC FENCE IS 2.53'E

8" SANITARY SEWER

GRAVEL AREA

12" SANITARY SEWER

15" STORM SEWER

CYCLON FENCE

EL TRANSFORMER

WUP

MP

FH

DRIVE & PARKING AREA

70.20'
80.04'
15.08'
24.00'
24.51'
14.16'
31.75'
34.56'
15.76'
0.71'
23.54'
55.76
24.34'
2.35'N
8.56'
104.09'
35.39'
39.71'
14.78'
9.53'
41.33'
5.32'W
4.93'N
5.49'W
55.83'
39.56'
20.33'
19.87'
20.03'
5.08'N
60.64'
29.80'
0.09'
4.80'
14.36'
29.74'
4.66'S
14.50'
8.10'
0.20'
0.20'
95.85'
71.62'
0.43'SW
3.75'
1.35'N
22.71'
4.11'
5.88'N
0.61'SW
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KEY MAP

SHEET LOCATION

N.T.S.

DEVONSHIRE COURT

RIDGE ROAD

MATCHLINE - SEE SHEET ET1

MATCHLINE - SEE SHEET ET4

NOTES:
SEE SHEET ET1 FOR LEGEND AND NOTES

SCALE 1" = 30'

EXISTING CONDITIONS – 3

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

SHEET ET3 6 OF 46

JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11392.02_EC3

Spaceco
Civil Engineering & Surveying
spacecoinc.com
Rosemont, IL – Morris, IL – Indianapolis, IN

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_ET.dgn ET-4 [Sheet] User=shermanas

CATCH BASIN
RIM=649.70
INV=(FULL OF WATER)

CATCH BASIN
RIM=649.99
INV=(FULL OF WATER)

MANHOLE
RIM=650.32

MANHOLE
RIM=650.95

CATCH BASIN
RIM=645.93
INV=642.99(NE)
INV=642.84(SE)

CATCH BASIN
RIM=644.88
INV=643.45

CATCH BASIN
RIM=647.70
INV=645.1(SE)
INV=645.2(NE)

CATCH BASIN
RIM=647.26
INV=645.31

MATCHLINE - SEE SHEET ET3

MATCHLINE - SEE SHEET ET2

LOT 11

LOT 12

WETLAND #4

WETLAND #5

WETLAND #6

ASPHALT DRIVE & PARKING AREA

CONC. WALK

WATER VALVE VAULT RIM=650.78

CYCLONE FENCE

EL. TRANSFORMER

WUP

DRAINAGE

KEY MAP

SHEET LOCATION

N.T.S.

NOTES:
SEE SHEET ET1 FOR LEGEND AND NOTES

SCALE 1" = 30'

0 30 60

N

EXISTING CONDITIONS - 4

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

Spaceco
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spacecoinc.com
Rosemont, IL - Morris, IL - Indianapolis, IN

FILENAME: 11392.02_EC4
DATE: 11/25/25
JOB NO. 11395.02
SHEET EC4
7 OF 46

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MATCHLINE - SEE SHEET ET3

KEY MAP

SHEET LOCATION

N.T.S.

NOTES:
SEE SHEET ET1 FOR LEGEND AND NOTES

SCALE 1" = 30'

EXISTING CONDITIONS- 5

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

Spaceco
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Rosemont, IL - Morris, IL - Indianapolis, IN

SHEET EC5 8 OF 46

JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11392.02_EC5

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OLD DEERFIELD ROAD

LOT 1

LOT 2

CATCH BASIN
RIM=644.98
INV=639.88(E)
INV=640.73(SW)

INV=636.95(NE)

WATER VALVE VAULT
RIM=645.79

12" STORM SEWER

SITE BENCHMARK

CONC. CURB & GUTTER

FFL=648.98

FFL=648.99

FFL=648.95

FFL=648.96

FFL=648.97

FFL=648.91

FFL=648.96

CYCLONE FENCE IS 4.09'SWLY

COVER CONC. AREA

5.82'NE'LY

3.21'SW'LY

HIGH 1 STORY MASONRY & METAL BUILDING

CATCH BASIN
RIM=645.96
INV=

CONC. WALL

T/WALL=651.35

30.41'

13.17'SW'LY

T/WALL=646.36

T/WALL=648.36

T/CUL.=643.00
INV= 641.00 (24")

T/CUL.=642.94
INV= 641.44 (18")

SANITARY MANHOLE
RIM=650.69
INV=638.15

CATCH BASIN
RIM=650.21
INV=646.71

SANITARY MANHOLE
RIM=649.96
INV=636.61(E-W)
INV=637.06(S)

CATCH BASIN
RIM=649.72
INV=644.72

SANITARY MANHOLE
RIM=64.8
INV=

60.86'

15.08'

24.51'

24.00'

80.00'

EDGE OF PAVEMENT

ASPHALT DRIVE & PARKING AREA

CONC. STEPS

34.56'

CONC. PORCH

14.16'

31.75'

55.76'

CONC.

24.34'

23.54'

8.56'

9.71'

15.76'

5.35'N

104.09'

MATCHLINE - SEE SHEET ET1

MATCHLINE - SEE SHEET ET2

PVC FENCE IS 2.98'E

PVC FENCE

39.56'

19.87'

20.00'

14.36'

4.80'S

4.66'S

29.74'

20.80'

9.09'

80.12'

RICHFIELD ROAD

ASPHALT DRIVE & PARKING AREA

TYP. CABLE LEANOUT

14.50'

8.10'

2.53'E

5.32'W

41.33'

9.59'

35.48'

84.48'

2 STORY BRICK BUILDING 1628

MATCHLINE - SEE SHEET ET2

KEY MAP

SHEET LOCATION

N.T.S.

NOTES:
SEE SHEET ET1 FOR LEGEND AND NOTES

SCALE 1" = 30'
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SHEET	JOB NO.	DATE:	FILENAME:
EC6 9 OF 46	11395.02	11/25/25	11392.02_EC6

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EXISTING CONDITIONS - 6

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_DEMO.dtgn DEMO-1 [Sheet] User=shermanas

RICHFIELD ROAD

OLD DEERFIELD ROAD

RIDGE ROAD

MATCHLINE - SEE SHEET DEMO3

MATCHLINE - SEE SHEET DEMO1

RICHFIELD ROAD

WETLAND #1

WETLAND #2

WATERMAIN (BY RECORD)

EX. OVERHEAD POLE TO REMAIN

EX. STORM STRUCTURE TO REMAIN

EX. CATV HANDHOLE TO REMAIN

EX. GAS CAP TO REMAIN

EX. OVERHEAD POLE AND GUY WIRES TO REMAIN

WATERMAIN TEE SHALL BE REMOVED AND REPLACED WITH STRAIGHT SECTION OF PIPE. CONTRACTOR TO COORDINATE WITH CITY'S RICHFIELD ROAD IMPROVEMENTS.

ABANDON/PLUG SANITARY SEWER AND WATERMAIN AT PROPERTY LINE

EXISTING OH POLE TO REMAIN

FIRE HYDRANT TO BE REMOVED. CONTRACTOR TO FIELD DETERMINE HYDRANT LEAD AND IF A CONNECTION TO CITY WATERMAIN EXISTS. NOTIFY ENGINEER OF FINDINGS.

GAS VALVE IN VICINITY TO REMAIN.

REMOVE EX. WALL

EXISTING CONCRETE WALL ALONG PROPERTY LINE TO BE REMOVED 18" BELOW GRADE. CONTRACTOR TO COORDINATE REMOVAL WITH PROPERTY OWNER TO THE NORTH.

EXISTING LANDSCAPING

LOT 3

CATCH BASIN
RIM=651.86
INV=648.26

CATCH BASIN
RIM=650.21
INV=646.71

SANITARY MANHOLE
RIM=650.69

STORM MANHOLE
RIM=657.16
INV=652.26

SANITARY MANHOLE
RIM=657.29
INV=646.04

SANITARY MANHOLE
RIM=649.96
INV=636.61(E-W)
INV=637.06(S)

WATER VALVE VAULT
RIM=655.11

WATER VALVE VAULT
RIM=651.55

8" SANITARY SEWER

ABANDON/PLUG SANITA SEWER AT PROPERTY LI

15" STORM SEWER

SHEET LOCATION

KEY MAP

N.T.S.

NOTES:

1. ON-SITE TREES AND PLANTINGS IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED.
2. ALL ABANDONED SEWERS SHALL BE PLUGGED AT BOTH ENDS WITH A MINIMUM OF 2' LONG NON-SHRINK CONCRETE/MORTAR PLUGS.
3. 2' LONG NON-SHRINK CONCRETE/MORTAR PLUGS ARE REQUIRED AT MANHOLES WHERE SEWERS ARE REMOVED OR ABANDONED.
4. CONTRACTOR TO COORDINATE EXISTING UTILITY REMOVALS AND DISCONNECTS WITH THE CITY OF HIGHLAND PARK AND THE UTILITY COMPANIES PRIOR TO CONSTRUCTION.

LEGEND

- PAVEMENT SAWCUT (FULL DEPTH)
- BARRIER CURB / CURB & GUTTER REMOVAL
- UNDERGROUND UTILITY REMOVAL/ABANDONMENT, FENCE AND RETAINING WALL REMOVALS
- CONCRETE PAVEMENT/ASPHALT PAVEMENT /SIDEWALK REMOVAL/BRICK PAVERS
- SIGN/UTILITY STRUCTURE/ LIGHTPOLE REMOVAL

SCALE 1" = 30'

0 30 60

N

SHEET	JOB NO.	DATE:	FILENAME:
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DEMOLITION PLAN – 1

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS
1	12/23/25	PER CITY

NO.	DATE	REMARKS

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_DEMO.dgn DEMO-2 [Sheet] User=shermanas

MATCHLINE - SEE SHEET DEMO1

LOT 3

15" STORM SEWER

SANITARY MANHOLE
RIM=649.96
INV=636.61(E-W)
INV=637.06(S)

8" SANITARY SEWER

ABANDON SOUTH SANITARY SEWER IN MANHOLE

RICHFIELD ROAD

SANITARY MANHOLE
RIM=648.78
INV=631.58

ABANDON/PLUG SANITARY SEWER AT PROPERTY LINE

EX. WATERMAIN TO REMAIN

FIRE HYDRANT TO REMAIN

MATCHLINE - SEE SHEET DEMO6

CLEANOUT

T/CULVERT-646.49

T/CUL.=646.73
INV= 646.06 (8")

MATCHLINE - SEE SHEET DEMO4

KEY MAP

SHEET LOCATION

N.T.S.

NOTES:
SEE SHEET DEMO1 FOR LEGEND AND NOTES

SCALE 1" = 30'

0 30 60

N

DEMOLITION PLAN – 2

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

SHEET **DEMO2** 11 OF 46

JOB NO. 11395.02

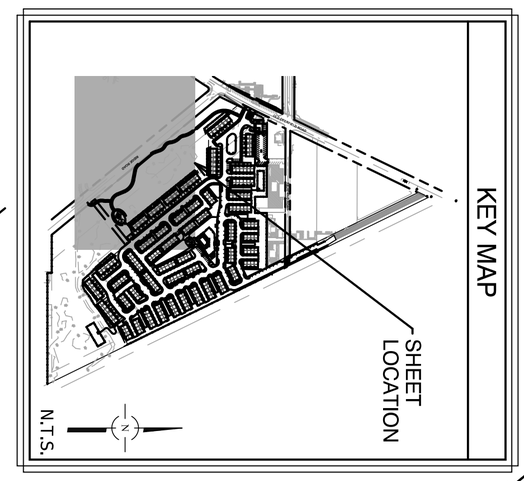
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KEY MAP



2 DEMO-3 Top 1"=400'

RIDGE ROAD

DEVONSHIRE COURT

SANITARY MANHOLE RIM=655.39 INV=643.99

STORM MANHOLE RIM=654.75 INV=649.45

INLET RIM=653.89 INV=650.54

CATCH BASIN RIM=653.94 INV=651.19

WATER VALVE VAULT RIM=655.11

15" STORM SEWER

STORM MANHOLE RIM=653.01 INV=647.16

SANITARY MANHOLE RIM=653.21 INV=N/A

10" SANITARY SEWER

WATERMAIN (BY RECORD)

WATER VALVE VAULT RIM=652.05

15" STORM SEWER

INLET RIM=648.91 INV=645.81

S1 M F

SITE BENCHMARK

CATCH BASIN RIM=649.64 INV=(FULL OF WATER)

CATCH BASIN RIM=649.70 INV=(FULL OF WATER)

CATCH BASIN RIM=649.99 INV=(FULL OF WATER)

WETLAND #2

WETLAND #3

WETLAND #4

WETLAND #5

WATER VALVE VAULT RIM=650.78

EXISTING STORM SEWER AND HEADWALL TO REMAIN

CONC. HEADWALL
642.92 4 RCP
T.WALL 645.34
T.WATER 644.70
642.92 4 RCP

MATCHLINE - SEE SHEET DEMO1

MATCHLINE - SEE SHEET DEMO4

NOTES:
SEE SHEET DEMO1 FOR LEGEND AND NOTES

0 30 60
SCALE 1" = 30'

N

SHEET	DEMO3
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JOB NO.	11395.02
DATE:	11/25/25
FILENAME:	11392.02_DEMO

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DEMOLITION PLAN – 3

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_DEMO.dgn DEMO-4 [Sheet] User=shermanas

MATCHLINE - SEE SHEET DEMO3

EXISTING STORM SEWER AND HEADWALL TO REMAIN

CONC. HEADWALL
I-642.29 24"RCP
T/W ALL=645.34
T/WATER=644.70
I-642.29 24"RCP

R=647.95
INLET SW I=647.28

WETLAND #4

CATCH BASIN
RIM=649.70
INV=(FULL OF WATER)

CATCH BASIN
RIM=649.99
INV=(FULL OF WATER)

WATER VALVE VAULT
RIM=650.78

WETLAND #5

NE I-645.52 6"PVC
I-645.33 4"PVC

LOT 11

NW I-646.99 4"PVC

I-647.28 8"PVC

LOT 12

CATCH BASIN
RIM=647.70
INV=645.1(SE)
INV=645.2(NE)

CATCH BASIN
RIM=647.26
INV=645.31

CONCRETE PAVEMENT IN VICINITY TO REMOVED

CATCH BASIN
RIM=645.93
INV=642.99(NE)
INV=642.84(SE)

CATCH BASIN
RIM=644.88
INV=643.45

NE I-642.02 8"RCP

NW I-643.18 8"PVC

WETLAND #8

EX. STORM SEWERS TO REMAIN

I-640.43 30"RCP

I-640.22 30"RCP

I-640.31 30"RCP

I-640.41 30"RCP

T/CUL.=643.41 (15")
INV= 642.08

DRAINAGE

MATCHLINE - SEE SHEET DEMO2

KEY MAP

SHEET LOCATION

N.T.S.

NOTES:
SEE SHEET DEMO1 FOR LEGEND AND NOTES

0 30 60
SCALE 1" = 30'

N

SHEET	JOB NO.	DATE:	FILENAME:
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DEMOLITION PLAN – 4

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_DEMO.dgn DEMO-5 [Sheet] User=shermanas

MATCHLINE - SEE SHEET DEMO3

WETLAND #4

WATER VALVE VAULT RIM=650.78

WETLAND #5

EXISTING STORM SEWER AND HEADWALL TO REMAIN

CONC. HEADWALL
I-642.29 24"RCP
T.WALL=645.34
T.WATER=644.70
I-642.29 24"RCP

Rt=647.95
INLET SW I=647.28

T.W.=647.94
T.NE I=647.78

WATERMAIN (BY RECORD)

SANITARY MANHOLE
RIM=649.91
INV=638.86

RIDGE ROAD

STORM MANHOLE
RIM=650.39
INV=644.89

T/CUL.=644.50
INV= 642.35 (24")

STORM MANHOLE
RIM=651.44

FOUND IRON PIPE
0.33'S & 0.58'W

NE I=643.58 8"PVC
NW I=643.58 8"PVC

WATERS OF THE U.S.

NW I=646.99 8"PVC

WETLAND #6

FOUND IRON ROD
2.49'W & ON LINE

WETLAND #7

I=647.72 8"PVC

CATCH BASIN
RIM=647.70
INV=645.1(SE)
INV=645.2(NE)

INV=642.84(SE)

CATCH BASIN
RIM=647.26
INV=645.31

NW I=643.88 8"PVC

NE I=642.02 8"RCP

I=643.50 24"RCP

CONCRETE PAVEMENT IN VICINITY TO REMOVED

EX. STORM SEWERS TO REMAIN

I=643.30 8"RCP

T/CUL.=643.41 (15")
INV= 642.08

I=640.22 30"RCP

I=640.31 30"RCP

I=640.13 30"RCP

I=640.41 30"RCP

WETLAND #8

DRAINAGE DITCH

FOUND I
0.20'

KEY MAP

SHEET LOCATION

N.T.S.

NOTES:
SEE SHEET DEMO1 FOR LEGEND AND NOTES

SCALE 1" = 30'
0
30
60

N

SHEET	JOB NO.	DATE:	FILENAME:
DEMO5	11395.02	11/25/25	11392.02_DEMO
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DEMOLITION PLAN – 5

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_DEMO.dgn DEMO-6 [Sheet] User=shermanas

OLD DEERFIELD ROAD

CATCH BASIN
RIM=644.98
INV=639.88(E)
INV=640.73(SW)

INV=636.95(NE)

WATER VALVE VAULT
RIM=645.79

12" STORM SEWER

SITE BENCHMARK

FFL=648.98

FFL=648.99

FFL=648.95

FFL=648.96

FFL=648.97

FFL=648.91

FFL=648.96

LOT 1

LOT 2

COVER CONC. AREA

HIGH 1 STORY MASONTY & METAL BUILDING

CATCH BASIN
RIM=645.96
INV=

T/WALL=651.35

T/WALL=646.35

T/WALL=646.97

HIGH 1 STORY MASONTY & METAL BUILDING

SANITARY MANHOLE
RIM=649.96
INV=636.61(E-W)
INV=637.06(S)

CATCH BASIN
RIM=649.72
INV=644.72

ANITARY
NHOLE
=650.69
638.15

CATCH BASIN
RIM=650.21
INV=646.71

ABANDON SOUTH SANITARY SEWER IN MANHOLE

RICHFIELD ROAD

SANITARY MANHOLE
RIM=648

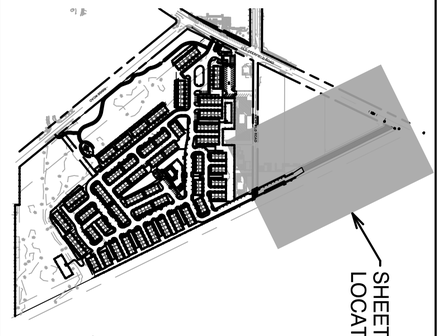
CLEANOUT

T/CUL.=643.00
INV= 641.00 (24")

T/CUL.=642.94
INV= 641.44 (18")

CHICAGO

KEY MAP



SHEET LOCATION

N.T.S.

NOTES:
SEE SHEET DEMO1 FOR LEGEND AND NOTES

0 30 60
SCALE 1" = 30'

N

MATCHLINE - SEE SHEET DEMO2

SHEET
DEM06
15 OF 46

JOB NO.
11395.02

DATE:
11/25/25

FILENAME:
11392.02_DEMO

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DEMOLITION PLAN - 6

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

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OVERALL SITE PLAN

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

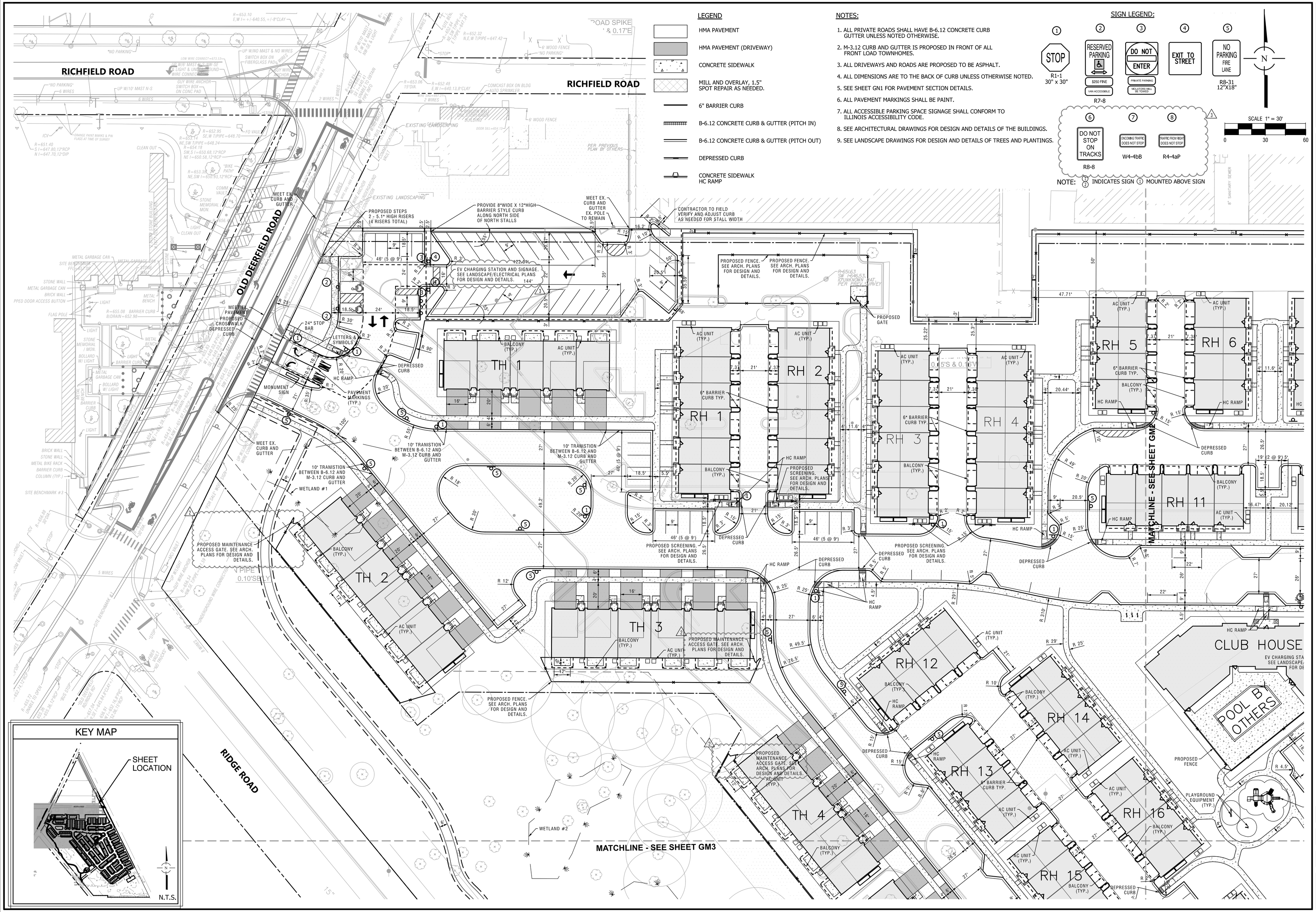
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SHEET OVSP
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JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11395.02OVSP



NO.	DATE	REMARKS
3	01/27/26	PER CITY
2	01/15/26	PER CITY
1	12/23/25	PER CITY

GEOMETRIC PLAN - 1

THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

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FILENAME: 11392.02_GM1

DATE: 11/25/25

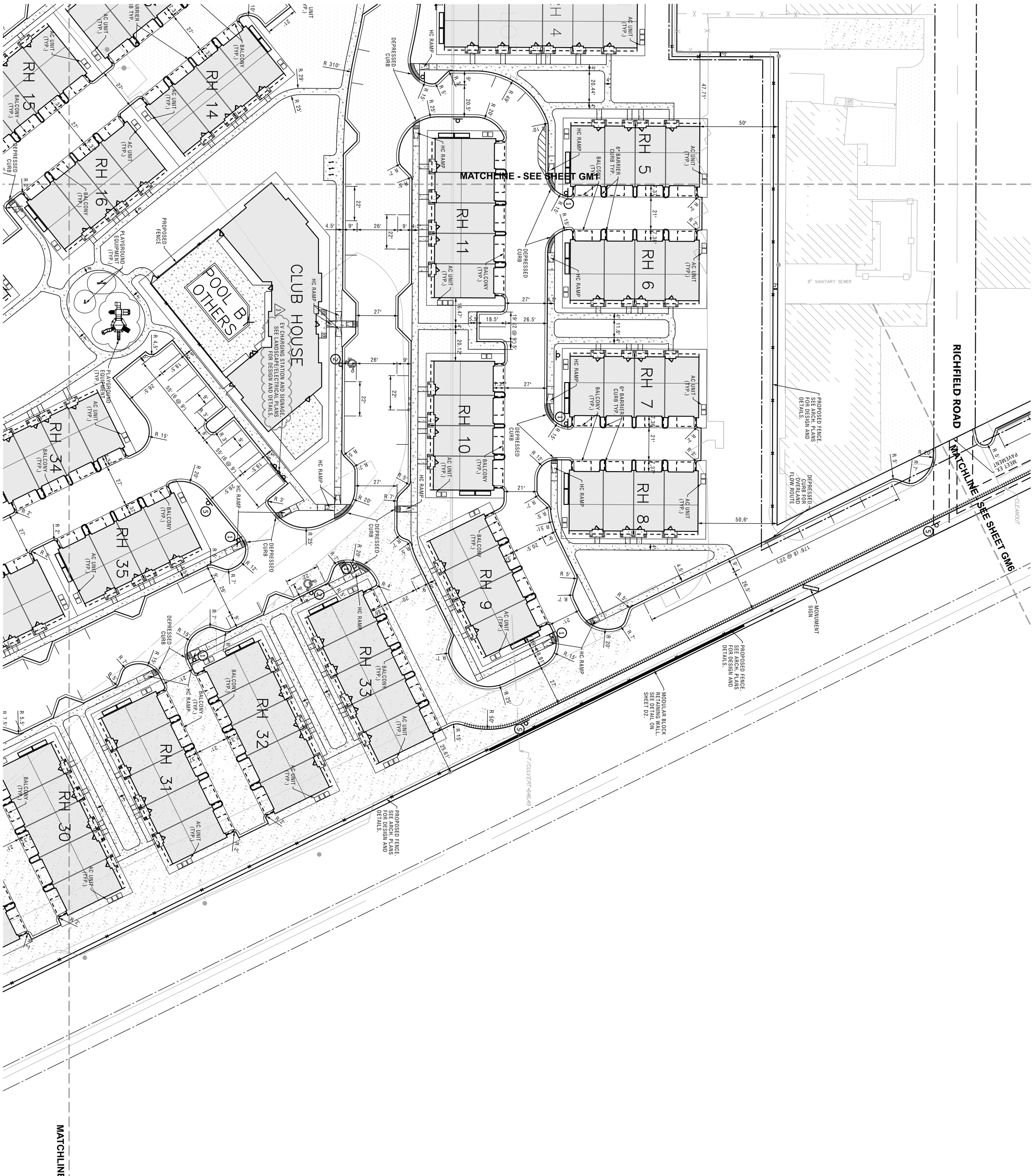
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SHEET GM1

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NOTES:
SEE SHEET GM1 FOR LEGEND AND NOTES

SCALE 1" = 30'
0
30
60

N

GEOMETRIC PLAN - 2

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS
3	01/27/26	PER CITY
2	01/15/26	PER CITY
1	12/23/25	PER CITY

NO.	DATE	REMARKS

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SHEET GM2
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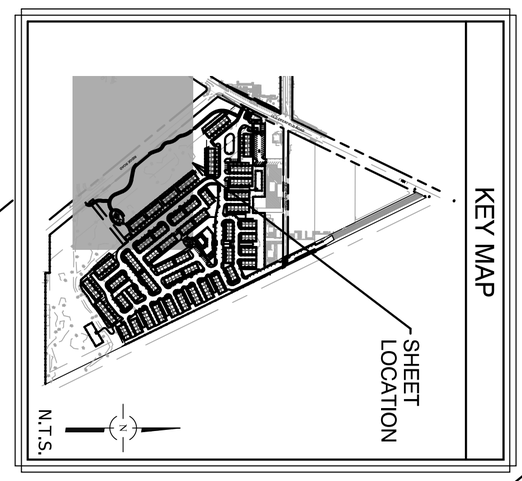
JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11392.02_GM2

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KEY MAP



MATCHLINE - SEE SHEET GM1

MATCHLINE - SEE SHEET GM4

DEVONSHIRE COURT

RIDGE ROAD

NOTES:
SEE SHEET GM1 FOR LEGEND AND NOTES

SCALE 1" = 30'

0 30 60

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GEOMETRIC PLAN - 3

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS
2	01/15/26	PER CITY
1	12/23/25	PER CITY

NO.	DATE	REMARKS

SHEET GM3 19 OF 46

JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11392.02_GM3

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MATCHLINE - SEE SHEET GM3

MATCHLINE - SEE SHEET GM2

PROPOSED FENCE. SEE ARCH. PLANS FOR DESIGN AND DETAILS.

PROPOSED MAINTENANCE ACCESS GATE. SEE ARCH. PLANS FOR DESIGN AND DETAILS.

PROPOSED GATE

PROPOSED FENCE

CONSTRUCTION LIMITS WILL BE 1' OR GREATER FROM THE WETLAND BOUNDARY.

MODULAR BLOCK RETAINING WALLS. SEE DETAIL ON SHEET D2.

WETLAND #4

WETLAND #5

WETLAND #8

LOT 12

DRAINAGE

KEY MAP

SHEET LOCATION

N.T.S.

NOTES:
SEE SHEET GM1 FOR LEGEND AND NOTES

SCALE 1" = 30'

0 30 60

N

NO.	DATE	REMARKS
2	01/15/26	PER CITY
1	12/23/25	PER CITY

GEOMETRIC PLAN - 4

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

SHEET GM4 20 OF 46

JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11392.02_GM4

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KEY MAP

SHEET LOCATION

N.T.S.

RIDGE ROAD

MATCHLINE - SEE SHEET GM3

PARK BENCH (TYP.)

PLAYGROUND EQUIPMENT (TYP.)

TRASH CAN (TYP.)

BIKE RACK (TYP.)

WETLAND #4

BALCONY (TYP.)

AC UNIT (TYP.)

10' TRANISTION BETWEEN B-6.12 AND M-3.12 CURB AND GUTTER

TH 7

TH 8

TH 9

TH 10

RH 19

RH 21

RH 22

RH 23

RH 24

RH 25

RH 26

RH 27

MAIN

HC RAMP

DEPRESSED CURB

PROPOSED MAINTENANCE ACCESS GATE. SEE ARCH. PLANS FOR DESIGN AND DETAILS.

PROPOSED FENCE. SEE ARCH. PLANS FOR DESIGN AND DETAILS.

WETLAND #5

WETLAND #6

WETLAND #7

WETLAND #8

WATERS OF THE U.S.

CONSTRUCTION LIMITS WILL BE 1' OR GREATER FROM THE WETLAND BOUNDARY.

MODULAR BLOCK RETAINING WALLS. SEE DETAIL ON SHEET D2.

PROPOSED GATE

PROPOSED FENCE

FOUND IRON ROD 2.49'W & ON LINE

FOUND IRON PIPE 0.33'S & 0.58'W

FOUND I 0.20'

LOT 12

DRAINAGE DITCH

NOTES:
SEE SHEET GM1 FOR LEGEND AND NOTES

SCALE 1" = 30'

0 30 60

N

NO.	DATE	REMARKS
1	12/23/25	PER CITY

NO.	DATE	REMARKS

GEOMETRIC PLAN - 5

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

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SHEET GM5 21 OF 46

JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11392.02_GM5

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_GM.dgn GM-6 [Sheet] User=shermanas

OLD DEERFIELD ROAD

RICHFIELD ROAD

SEE INSET ABOVE FOR SIGNAGE AND STRIPING AT INTERSECTION

SITE BENCHMARK

FFL=648.98

FFL=648.99

FFL=648.95

FFL=648.96

FFL=648.97

FFL=648.91

FFL=648.96

LOT 1

LOT 2

MILL AND OVERLAY, 1.5" (TYPICAL). SPOT REPAIR EXISTING PAVEMENT AS NECESSARY (TO BE DETERMINED). CONTRACTOR TO FIELD VERIFY AND COORDINATE FINAL MAINTENANCE PLAN WITH OWNER AND ENGINEER PRIOR TO CONSTRUCTION.

MEET EX. PAVEMENT

DEPRESSED CURB

T/WALL=651.35

T/WALL=646.35

T/WALL=646.97

HIGH 1 STORY MASONRY & METAL BUILDING

COVER CONC. AREA

R 1'

9'

26.5'

154.5' (7 @ 22')

R 5'

MEET EX. PAVEMENT

CLEANOUT

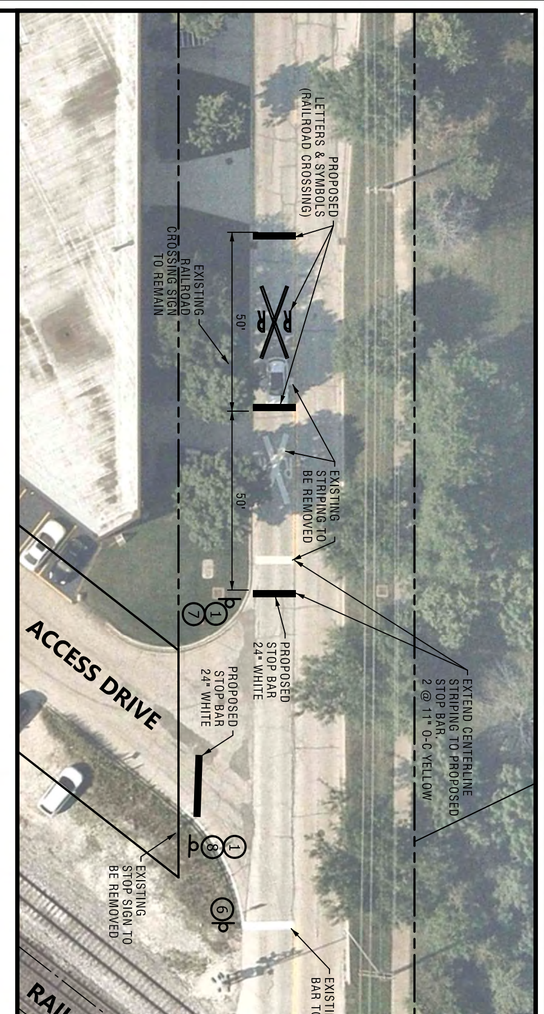
SEWER

MATCHLINE - SEE SHEET GM1

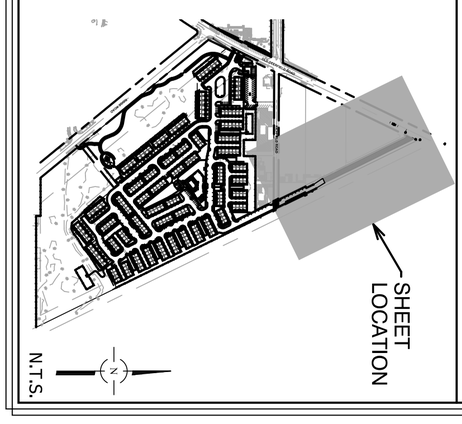
MATCHLINE - SEE SHEET GM2

MATCHLINE - SEE SHEET GM2

INSET - SIGNAGE AND STRIPING AT INTERSECTION



KEY MAP



NOTES:
SEE SHEET GM1 FOR LEGEND AND NOTES

SCALE 1" = 30'
0
30
60

3	01/27/26	PER CITY
1	12/23/25	PER CITY
NO.	DATE	REMARKS

NO.	DATE	REMARKS

GEOMETRIC PLAN - 6

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

SHEET GM6
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JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11392.02_GM6

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RICHFIELD ROAD

RICHFIELD ROAD

OLD DEERFIELD ROAD

RIDGE ROAD

SANITARY MANHOLE
RIM=650.69
INV=638.15

CATCH BASIN
RIM=650.21
INV=646.71

SANITARY MANHOLE
RIM=649.96
INV=636.61(E-W)
INV=637.06(S)

WATERMAIN (BY RECORD)

WETLAND #1

WETLAND #2

EXISTING LANDSCAPING

LEGEND

- FLOW DIRECTION
- OVERLAND FLOW ROUTE
- DRAINAGE DIVIDE/ RIDGE LINE
- T/W=XX.XX / B/W=XX.XX — FINSHED GRADE AT TOP OF WALL / FINISHED GRADE AT BOTTOM OF WALL
- x XX.XX — SPOT GRADE (FINISHED GRADE)
- x XX.XX± — MEET EXISTING GRADE
- WETLAND BUFFER

NOTES:

1. ADD 600 TO ELEVATIONS SHOWN AS XX.XX.
2. ALL CURB AND GUTTER IS PITCH OUT UNLESS NOTED OTHERWISE.
3. ALL SPOT GRADES ALONG CURB LINE ARE EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
4. H.C. STALLS SHALL HAVE A MAXIMUM SLOPE OF 2% AS MEASURED IN ANY DIRECTION.
5. FF=FINISHED FLOOR OF BUILDING GF=GARAGE FLOOR @ ENTRY DOOR GRADE @ GARAGE DOOR = FF - 9"

N

SCALE 1" = 30'

0 30 60

BUILDING FF=655.00 GF=654.50

BUILDING FF=655.00 GF=654.50

BUILDING FF=655.00 GF=654.50

BUILDING FF=655.00 GF=654.50

BUILDING FF=655.00 GF=654.50

BUILDING FF=654.50 GF=654.00

BUILDING FF=654.50 GF=654.00

BUILDING FF=654.50 GF=654.00

PROPOSED CLUBHOUSE FF=654.00

POOL AREA DESIGNED BY OTHER

MATCHLINE - SEE SHEET GR2

MATCHLINE - SEE SHEET GR3

KEY MAP

SHEET LOCATION

N.T.S.

NO.	DATE	REMARKS
1	12/23/25	PER CITY

GRADING PLAN – 1

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 11392.02_GR1

DATE: 11/25/25

JOB NO. 11395.02

SHEET GR1
23 OF 46

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N:\Projects\11395\11395.02-Habitat\ENG\11395.02_GR-2.dgn GR-2 [Sheet] User=shemanas

MATCHLINE - SEE SHEET GR1

MATCHLINE - SEE SHEET GR4

MATCHLINE - SEE SHEET GR6

RICHFIELD ROAD

PROPOSED CLUBHOUSE FF = 654.00

POOL AREA DESIGNED BY OTHER

DEPRESSED CURB FOR OVERLAND FLOW ROUTE

SANITARY MANHOLE RIM = 649.96 INV = 636.61(E-W) INV = 637.06(S)

SANITARY MANHOLE RIM = 648.78 INV = 631.58

8" SANITARY SEWER

BUILDING FF = 655.00 GF = 654.50

BUILDING FF = 654.50 GF = 654.00

BUILDING FF = 654.00 GF = 653.50

BUILDING FF = 654.00 GF = 654.00

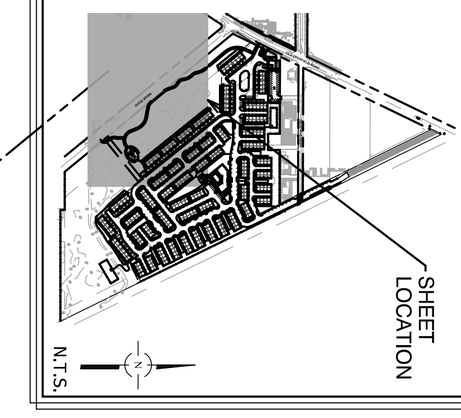
BUILDING FF = 654.00 GF = 653.50

BUILDING FF = 654.00 GF = 653.50

BUILDING FF = 654.00 GF = 653.50

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_GR.dgn GR-3 [Sheet] User=shemanas

KEY MAP



MATCHLINE - SEE SHEET GR1

MATCHLINE - SEE SHEET GR4

DEVONSHIRE COURT

RIDGE ROAD

NOTES:
SEE SHEET GR1 FOR LEGEND AND NOTES

SCALE 1" = 30'

NO.	DATE	REMARKS
2	01/15/26	PER CITY

GRADING PLAN - 3

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

SHEET GR3
25 OF 46

JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11392.02_GR3

Spaceco
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Rosemont, IL - Morris, IL - Indianapolis, IN

N:\Projects\11395\11395.02\Habitat\ENG\11395.02_GR-4.dgn GR-4 [Sheet] User=shermanas

MATCHLINE - SEE SHEET GR3

MATCHLINE - SEE SHEET GR2

KEY MAP

SHEET LOCATION

N.T.S.

NOTES:
SEE SHEET GR1 FOR LEGEND AND NOTES

SCALE 1" = 30'

0 30 60

N

SHEET	JOB NO.	DATE:	FILENAME:
GR4 26 OF 46	11395.02	11/25/25	11392.02_GR4

Spaceco
Civil Engineering & Surveying
spacecoinc.com
Rosemont, IL – Morris, IL – Indianapolis, IN

GRADING PLAN - 4

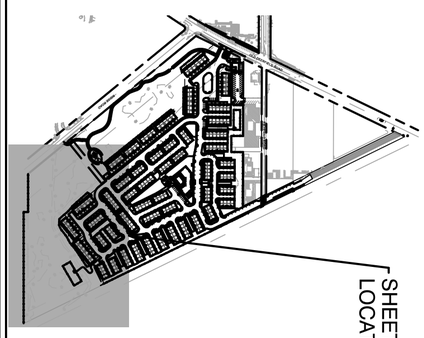
THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_GR-5.dgn GR-5 [Sheet] User=shemanas

KEY MAP



RIDGE ROAD

MATCHLINE - SEE SHEET GR3

STORM MANHOLE RIM=650.39 INV=644.89

STORM MANHOLE RIM=651.44

FOUND IRON PIPE 0.33'S & 0.58'W

FOUND IRON ROD 2.49'W & ON LINE

FOUND 0.20

WETLAND #4

WETLAND #5

WETLAND #6

WETLAND #7

WETLAND #8

WATERS OF THE U.S.

FOREBAY

CATCH BASIN RIM=651.26 INV=646.26

BUILDING FF=652.00

BUILDING FF=654.00 GF=653.50

BUILDING FF=654.00 GF=653.00

T/W=652.40 B/W=652.40

T/W=653.00 B/W=651.00

T/W=649.00 B/W=648.50±

T/W=649.00 B/W=648.00±

T/W=649.00 B/W=646.00±

T/W=649.00 B/W=645.00±

T/W=649.00 B/W=647.00

T/W=651.00 B/W=651.00

NOTES:
SEE SHEET GR1 FOR LEGEND AND NOTES

SCALE 1" = 30'

0 30 60

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GRADING PLAN - 5

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

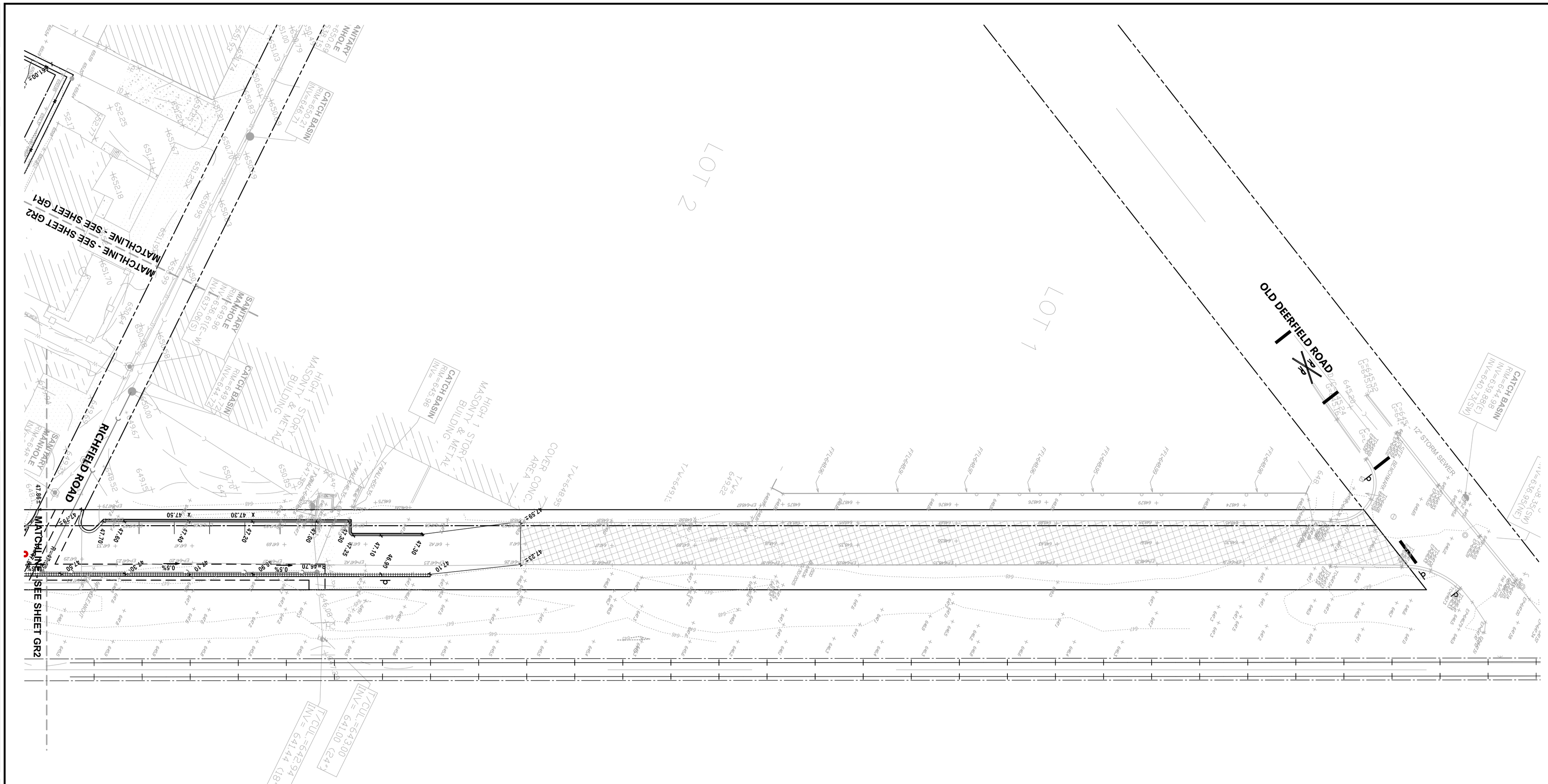
SHEET GR5 27 OF 46

JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11392.02_GR5

Spaceco
Civil Engineering & Surveying
spacecoinc.com
Rosemont, IL - Morris, IL - Indianapolis, IN


RICHFIELD ROAD
OLD DEERFIELD ROAD
MATCHLINE - SEE SHEET GR2
MATCHLINE - SEE SHEET GR1
MATCHLINE - SEE SHEET GR2
LOT 1
LOT 2
CATCH BASIN
SANITARY MANHOLE
HIGH 1 STORY MASONRY & METAL BUILDING
COVER CONC. AREA
12" STORM SEWER
47.88±
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THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

UTILITY PLAN - 1

NO.	DATE	REMARKS

NO.	DATE	REMARKS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 13992.02_UT1
DATE: 11/25/25
JOB NO. 13995.02
SHEET UT1
29 OF 46

KEY MAP
SHEET LOCATION
N.T.S.

MATCHLINE - SEE SHEET UT3
MATCH LINE SEE SHEET UT2
RIDGE ROAD
RICHFIELD ROAD
OLD DEERFIELD ROAD
WATERMAN (BY RECORD)
CATCH BASIN
INLET
SANITARY MANHOLE
CATCH BASIN
PROPOSED STORM SEWER STUB FOR FUTURE DEVELOPMENT TO NEIGHBORING PROPERTY
EXISTING LANDSCAPING
PEPE PREVIOUS PLAN BY OTHERS

STORM STRUCTURE ABBREVIATIONS
I = INLET
CB = CATCH BASIN
M = MANHOLE
E = FLARED END SECTION

STORM STRUCTURE LEGEND
STRUCTURE ABBREVIATION
STRUCTURE NUMBER
FRAME AND LID TYPE
DIAMETER & SIZE OF STRUCTURE
TYPE OF STRUCTURE
M-100
A40.1P
SCALE 1" = 30'
0 30 60

NOTES:
1. ALL STORM SEWERS SHALL BE RCP CL-IV UNLESS NOTED OTHERWISE.
2. ALL SANITARY SEWERS SHALL BE PVC SDR 26 UNLESS NOTED OTHERWISE.
3. ALL WATER MAINS SHALL BE D.I.P.-CLASS 52 UNLESS NOTED OTHERWISE. MEGALUGS AND THRUST BLOCKS ARE REQUIRED FOR ALL WATERMAIN FITTINGS.
4. INDICATES TRENCH BACKFILL REQUIRED.
5. FRAME AND GRATE/LID FOR STORM SEWER STRUCTURES
15 - MANHOLE-NEENAH R-250+C FRAME WITH TYPE "B" CLOSED LID
1P - INLET, CATCH BASIN-NEENAH R-2504-C WITH TYPE "D" GRATE
16 - INLET, CATCH BASIN - NEENAH R-4340-B OPEN LID
6. ELEVATIONS SHOWN AS XXX.XX+/- OR M/E SHALL MEET THE EX. GRADE. CONTRACTOR TO FIELD VERIFY ELEVATIONS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
7. CONTRACTOR TO COORDINATE FINAL UTILITY (SANITARY, STORM, WATER) SERVICE LOCATIONS, SIZES AND INVERT ELEVATIONS WITH MEP PLAN PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES.
8. DESIGN OF WIRING AND CIRCUITRY OF LIGHTING WILL BE BY OTHERS.
9. A MINIMUM OF TEN (10) FEET CLEAR HORIZONTAL SEPARATION IS REQUIRED BETWEEN SANITARY SEWERS AND WATERMAIN IN ACCORDANCE WITH IEPA REQUIREMENTS. SEPARATION IS MEASURED FROM OUTSIDE OF PIPE. CONTRACTOR TO FIELD VERIFY PRIOR TO INSTALLATION.
10. CASINGS SHALL BE USED AT WATER CROSSINGS WHERE THE WATER LINE CROSSES UNDER STORM AND SANITARY SEWER. CASING SHALL EXTEND AT LEAST 10 FEET FROM THE CROSSING IN BOTH DIRECTIONS AND SHALL BE USED WHEN THE TWO LINES ARE WITHIN THE 10 FEET HORIZONTALLY.

N:\Projects\11395\11395.02\Habitat\ENG\11395.02_UT.dgn UT-2 [Sheet] User=shermanas



UTILITY PLAN – 2

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS
1	12/23/25	PER CITY

NO.	DATE	REMARKS

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Rosemont, IL – Morris, IL – Indianapolis, IN

SHEET UT2
30 OF 46

JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11392.02_UT2

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_UT.dgn UT-3 [Sheet] User=shermanas

KEY MAP

SHEET LOCATION

N.T.S.

MATCHLINE - SEE SHEET UT1

MATCHLINE - SEE SHEET UT4

RIDGE ROAD

DEVONSHIRE COURT

NOTES:
1. SEE SHEET UT1 FOR LEGEND AND NOTES

SCALE 1" = 30'

NO.	DATE	REMARKS

NO.	DATE	REMARKS

UTILITY PLAN - 3

THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

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SHEET UT3
31 OF 46

JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11392.02_UT3

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_UT-4.dgn UT-4 [Sheet] User=shermanas

MATCHLINE - SEE SHEET UT3

MATCHLINE - SEE SHEET UT2

KEY MAP

SHEET LOCATION

N.T.S.

NOTES:
SEE SHEET UT1 FOR LEGEND AND NOTES

SCALE 1" = 30'

0 30 60

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SHEET UT4 32 OF 46

JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11392.02_UT4

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UTILITY PLAN - 4

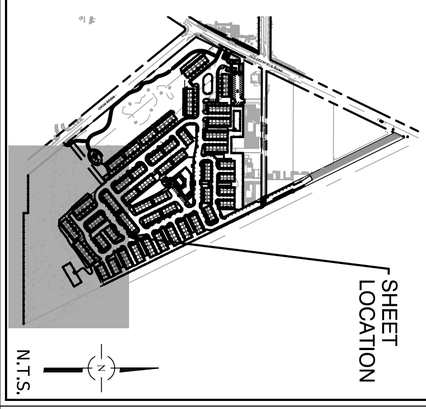
THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_UT1.dgn UT1-5 [Sheet] User=shermanas

KEY MAP



MATCHLINE - SEE SHEET UT3

FOUND IRON PIPE 0.33'S & 0.58'W

FOUND IRON ROD 2.49'W & ON LINE

FOUND I 0.20'

STORM MANHOLE RIM=650.39 INV=644.89

STORM MANHOLE RIM=651.44

T/CUL.=644.50

T/CUL.=643.41 (15")
INV= 642.08

T/CUL.=643.41 (15")
INV= 642.08

NOTES:
SEE SHEET UT1 FOR LEGEND AND NOTES

SCALE 1" = 30'

0 30 60

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SHEET	JOB NO.	DATE:	FILENAME:
UT5 33 OF 46	11395.02	11/25/25	11392.02_UT5

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Rosemont, IL – Morris, IL – Indianapolis, IN

UTILITY PLAN – 5

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_UT.dgn UT-6 [Sheet] User=shermanas

OLD DEERFIELD ROAD

RICHFIELD ROAD

CATCH BASIN
RIM=644.98
INV=639.88(E)
INV=640.73(SW)

INV=636.95(NE)

WATER VALVE VAULT
RIM=645.79

12" STORM SEWER

SITE BENCHMARK

SIGN

FFL=648.98
FFL=648.99
FFL=648.95
FFL=648.96
FFL=648.97
FFL=648.91
FFL=648.96

CATCH BASIN
RIM=650.21
INV=646.71

SANITARY MANHOLE
RIM=649.96
INV=636.61(E-W)
INV=637.06(S)

CATCH BASIN
RIM=649.72
INV=644.72

CATCH BASIN
RIM=645.96
INV=

HIGH 1 STORY MASONTY & METAL BUILDING

COVER CONC. AREA

T/WALL=651.35
T/WALL=646.35
T/WALL=646.97

CITY CONSTRUCTED STORM SEWER AS PART OF RICHFIELD ROAD IMPROVEMENTS.

CITY CONSTRUCTED STORM STRUCTURE ADJ. EX. RIM IF NEEDED R=646.70

T/CUL.=643.00
INV= 641.00 (24")

T/CUL.=642.94
INV= 641.44 (18")

CLEANOUT

MATCHLINE - SEE SHEET UT1

MATCHLINE - SEE SHEET UT2

KEY MAP

SHEET LOCATION

N.T.S.

NOTES:
SEE SHEET UT1 FOR LEGEND AND NOTES

SCALE 1" = 30'
0 30 60

N

SHEET
UT6
34 OF 46

JOB NO.
11395.02

DATE:
11/25/25

FILENAME:
11392.02_UT6

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UTILITY PLAN - 6

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS
1	12/23/25	PER CITY

NO.	DATE	REMARKS

SYMBOL LEGEND

- STABILIZED CONSTRUCTION ENTRANCE
- NORTH AMERICAN GREEN S-75-BN EROSION CONTROL BLANKET
- SILT FENCE
- WETLAND BUFFER
- IP — INLET PROTECTION
- P — PAVING
- PS — PERMANENT SEEDING
- LA — LINED APRON
- CW — CONCRETE WASHOUT
- NP — NATIVE PLANTINGS

NOTES:

1. CONTRACTOR SHALL COORDINATE FINAL STABILIZATION WITH LANDSCAPE PLANS.
2. CONCRETE WASHOUT AND STABILIZED CONSTRUCTION ENTRANCE ARE AS SHOWN FOR PLANNING PURPOSES AND FINAL PLACEMENT SHALL BE DETERMINED BY THE CONTRACTOR IN THE FIELD.
3. NORTH AMERICAN GREEN S-75 EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL FINISHED AREAS WHERE SLOPE IS GREATER THAN 6:1 AND AT ALL ADDITIONAL LOCATIONS INDICATED ON THE PLAN.
4. GREENSPACE SHALL BE FINISHED WITH TOPSOIL, SEED AND BLANKET. TOPSOIL DEPTH VARIES - SEE LANDSCAPE PLANS.

SCALE 1" = 30'
0 30 60

RICHFIELD ROAD
OLD DEERFIELD ROAD
RIDGE ROAD
PARCEL 8 LOT 7
PARCEL 2
WETLAND #1
WETLAND #2
WETLAND BUFFER
WATERMAIN (BY RECORD)
MATCHLINE - SEE SHEET SE2
MATCHLINE - SEE SHEET SE3

KEY MAP
SHEET LOCATION
N.T.S.

NO.	DATE	REMARKS

NO.	DATE	REMARKS

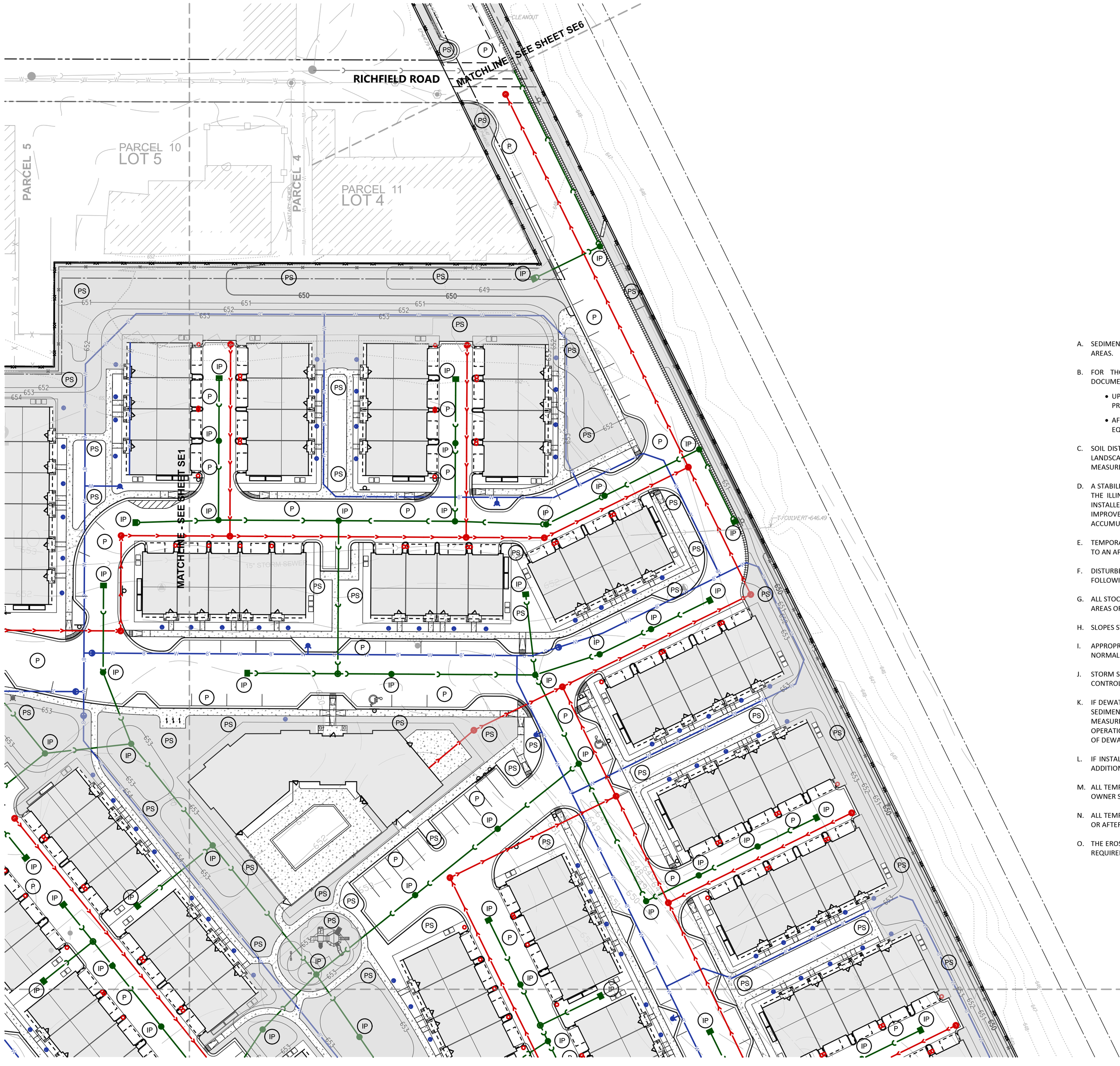
SOIL EROSION AND SEDIMENT CONTROL PLAN - 1

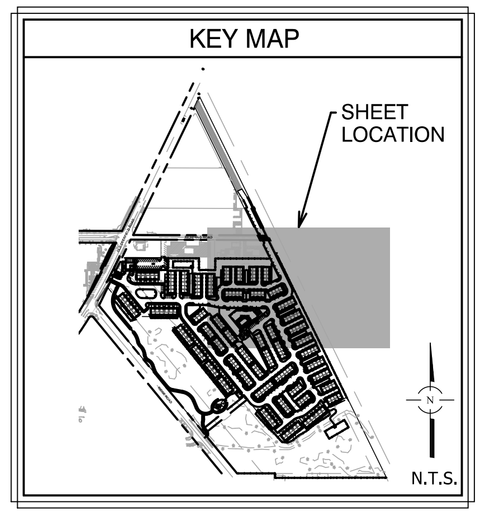
THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

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FILENAME: 11392.02_SE1
DATE: 11/25/25
JOB NO. 11395.02
SHEET SE1
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N

SCALE 1" = 30'

0 30 60

NOTES:

SEE SHEET SE1 FOR LEGEND AND NOTES

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
SOIL EROSION AND SEDIMENT CONTROL CONSTRUCTION NOTES

A. SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF HYDROLOGIC DISTURBANCE OF UPLAND AREAS.

B. FOR THOSE DEVELOPMENTS THAT REQUIRE A DESIGNATED EROSION CONTROL INSPECTOR (DECI), INSPECTIONS AND DOCUMENTATION SHALL BE PERFORMED, AT A MINIMUM:

- UPON COMPLETION OF SEDIMENT AND RUNOFF CONTROL MEASURES (INCLUDING PERIMETER CONTROLS AND DIVERSIONS), PRIOR TO PROCEEDING WITH ANY OTHER EARTH DISTURBANCE OR GRADING.
- AFTER EVERY SEVEN (7) CALENDAR DAYS OR STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL OR LIQUID EQUIVALENT PRECIPITATION.

C. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. IF STRIPPING, CLEARING, GRADING, OR LANDSCAPING ARE TO BE DONE IN PHASES, THE PERMITTEE SHALL PLAN FOR APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL MEASURES.

D. A STABILIZED MAT OF CRUSHED STONE MEETING IDOT GRADATION CA-1 UNDERLAIN WITH FILTER FABRIC AND IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL, OR OTHER APPROPRIATE MEASURE(S) AS APPROVED BY THE ENFORCEMENT OFFICER, SHALL BE INSTALLED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE. 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.

E. TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO DIRECT ALL RUNOFF FROM HYDROLOGICALLY DISTURBED AREAS TO AN APPROPRIATE SEDIMENT TRAP OR BASIN.

F. DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE END OF ACTIVE HYDROLOGIC DISTURBANCE OR REDISTURBANCE.

G. ALL STOCKPILES SHALL HAVE APPROPRIATE MEASURES TO PREVENT EROSION. STOCKPILES SHALL NOT BE PLACED IN FLOOD PRONE AREAS OR WETLANDS AND DESIGNATED BUFFERS.

H. SLOPES STEEPER THAN 3H:1V SHALL BE STABILIZED WITH APPROPRIATE MEASURESAS APPROVED BY THE ENFORCEMENT OFFICER.

I. APPROPRIATE EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL INTERIOR DETENTION BASIN SIDE SLOPES BETWEEN THE NORMAL WATER LEVEL AND HIGH WATER LEVEL.

J. STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY AN APPROPRIATE SEDIMENT CONTROL MEASURE.

K. IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. DISCHARGES SHALL BE ROUTED THROUGH AN APPROVED ANIONIC POLYMER DEWATERING SYSTEM OR A SIMILAR MEASURE AS APPROVED BY THE ENFORCEMENT OFFICER. DEWATERING SYSTEMS SHOULD BE INSPECTED DAILY DURING OPERATIONAL PERIODS. THE ENFORCEMENT OFFICER, OR APPROVED REPRESENTATIVE, MUST BE PRESENT AT THE COMMENCEMENT OF DEWATERING ACTIVITIES.

L. IF INSTALLED SOIL EROSION AND SEDIMENT CONTROL MEASURES DO NOT MINIMIZE SEDIMENT LEAVING THE DEVELOPMENT SITE, ADDITIONAL MEASURES SUCH AS ANIONIC POLYMERS OR FILTRATION SYSTEMS MAY BE REQUIRED BY THE ENFORCEMENT OFFICER.

M. 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.

N. ALL TEMPORARY SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.

O. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, ENFORCEMENT OFFICER, OR OTHER GOVERNING AGENCY.

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MATCHLINE - SEE SHEET SE4

NO.	DATE	REMARKS

NO.	DATE	REMARKS

SOIL EROSION AND SEDIMENT CONTROL PLAN - 2

THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

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DATE: 11/25/25

JOB NO. 11395.02

SHEET SE2

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KEY MAP

SHEET LOCATION

N.T.S.

LEGEND

NATIVE SHORELINE WETLAND MIX

NATIVE WET-MESIC MIX

NATIVE LOW PROFILE PRAIRIE MIX

RIDGE ROAD

DEVONSHIRE COURT

PARCEL 1

PARCEL 4

WETLAND #2

WETLAND #3

WETLAND #4

WETLAND #5

WETLAND BUFFER

MATCHLINE - SEE SHEET SE4

MATCHLINE - SEE SHEET SE4

NOTES:
SEE SHEET SE1 FOR LEGEND AND NOTES

SCALE 1" = 30'

0 30 60

N

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SHEET	SE3
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JOB NO.	11395.02
DATE:	11/25/25
FILENAME:	11392.02_SE3

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SOIL EROSION AND SEDIMENT CONTROL PLAN – 3

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_SE03.dgn SE-4 [Sheet] User=shermanas

MATCHLINE - SEE SHEET SE3

MATCHLINE - SEE SHEET SE2

WETLAND BUFFER

WETLAND #5

WETLAND #8

FOREBAY

H640.22.30"RCP

H640.71.30"RCP

H640.41.30"RCP

H640.13.30"RCP

PARCEL 1

PARCEL 4

KEY MAP

SHEET LOCATION

N.T.S.

LEGEND

NATIVE SHORELINE WETLAND MIX

NATIVE WET-MESIC MIX

NATIVE LOW PROFILE PRAIRIE MIX

NOTES:

SEE SHEET SE1 FOR LEGEND AND NOTES

SCALE 1" = 30'

0 30 60

N

SOIL EROSION AND SEDIMENT CONTROL PLAN - 4

THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

SHEET SE4 38 OF 46

JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11392.02_SE4

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KEY MAP

SHEET LOCATION

N.T.S.

RIDGE ROAD

MATCHLINE - SEE SHEET SE3

WETLAND BUFFER

WETLAND #5

WETLAND #6

WATERS OF THE U.S.

WETLAND #7

WETLAND #8

FOREBAY

FOUND IRON PIPE 0.33'S & 0.58'W

FOUND IRON ROD 2.49'W & ON LINE

FOUND 0.20

PRAIRIE DITCH

LEGEND

NATIVE SHORELINE WETLAND MIX

NATIVE WET-MESIC MIX

NATIVE LOW PROFILE PRAIRIE MIX

NOTES:
SEE SHEET SE1 FOR LEGEND AND NOTES

SCALE 1" = 30'

0 30 60

N

SHEET SE5
39 OF 46

JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11392.02_SE5

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SOIL EROSION AND SEDIMENT CONTROL PLAN – 5

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_SE03.dgn SE-6 [Sheet] User=shermanas

OLD DEERFIELD ROAD

12" STORM SEWER

SITE BENCHMARK

FFL=648.98
FFL=648.99
FFL=648.95
FFL=648.96
FFL=648.97
FFL=648.91
FFL=648.96

PS
P

T/WALL=651.35
T/WALL=646.35
T/WALL=646.95

HIGH 1 STORY MASONTY & METAL BUILDING

COVER CONC. AREA

CLEANOUT

PARCEL 5

PARCEL LOT 5

PARCEL 4

WATCHLINE - SEE SHEET SE2

WATCHLINE - SEE SHEET SE1

RICHFIELD ROAD

MATCHLINE - SEE SHEET GR2

KEY MAP

SHEET LOCATION

N.T.S.

NOTES:

SEE SHEET SE1 FOR LEGEND AND NOTES

SCALE 1" = 30'

0 30 60

N

SHEET SE6
40 OF 46

JOB NO. 11395.02

DATE: 11/25/25

FILENAME: 11392.02_SE6

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SOIL EROSION AND SEDIMENT CONTROL PLAN – 6

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

This Soil Erosion & Sediment Control (SESC) Plan has been prepared to fulfill one of the requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit No. ILR10 . The SESC Plan should be maintained on site as an integral component of the Storm Water Pollution Prevention Plan (SWPPP). The SWPPP, including the SESC Plan, should be amended whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the Waters of the State and which has not otherwise been addressed in the SWPPP. The SWPPP, shall also be amanded if it proves to be ineffective in eliminating or significantly minimizing pollutants, or in otherwise achieving the general objectives of controlling pollutants in storm water discharges associated with construction site activity. In addition, the SWPPP shall be amended to identify any new contractor and/or subcontractor that will implement a measure of the SWPPP.

All storm water pollution prevention plans and all completed inspection forms/reports required under the General NPDES Permit No. ILR10 are considered reports that shall be available to the public within 30 days upon request. If a storm water pollution prevention plan or inspection form/report cannot be provided, the permittee shall respond to the request within 30 days with a statement that explains why the document cannot be provided. However, the permittee may claim any portion of a storm water pollution prevention plan as confidential in accordance with 40 CFR Part 2.

1. SITE DESCRIPTION

A. The following is a description of the nature of the construction activity: Construction of multi-family housing with associated private streets and utilities.

B. The following is a description of the intended sequence of construction activities which will disturb soils for major portions of the construction site:

Describe proposed construction sequence, sample follows:

1) Install perimeter sediment control measures
   a) Selective vegetation removal for silt fence installation
   b) Silt fence installation
   c) Construction fencing around areas not to be disturbed
   d) Stabilized construction entrance
2) Clear and grub (as necessary)
3) Construct sediment trapping devices (sediment traps, sediment basins, etc.)
4) Strip topsoil, stockpile topsoil and grade site
5) Temporarily stabilize topsoil stockpiles (seed and silt fence around toe of slope)
6) Install storm sewer, sanitary sewer, watermain and associated inlet & outlet protection
7) Temporarily stabilize all areas including lots that have reached mass grade
8) Install roadways
9) Permanently stabilize all outlot areas
10) Install buildings and grade individual lots
11) Permanently stabilize lots
12) Remove all temporary soil erosion and sediment control measures after the site is stabilized with vegetation

C. The site has a total acreage of approximately 28.46 acres. Construction activity will disturb approximately 16.0 acres of the site.

D. 1) An estimated runoff coefficient of the site after construction activities are completed is 0.76 .
   2) Existing data describing the soil or quality of any discharge from the site is included in ECS MIDWEST, LLC GEOTECHNICAL ENGINEERING REPORT PROPOSED TOWNHOME DEVELOPMENT - HIGHLAND PARK

E. Refer to Sheets GR1-6, SE1-6 for a site plan indicating:
   1) drainage patterns;
   2) approximate slopes anticipated before and after major grading activities;
   3) locations where vehicles enter or exit the site and controls to minimize off-site sediment tracking;
   4) areas of soil disturbance;
   5) the location of major structural and nonstructural controls;
   6) the location of areas where stabilization practices are expected to occur;
   7) surface waters (including wetlands); and,
   8) locations where storm water is discharged to a surface water.

F. 1) The name of the receiving water(s) is(are): WATERS OF US DITCH.
   2) The name of the ultimate receiving water is: MIDDLE FORK CHICAGO RIVER.
   3) The extent of wetland acreage at the site is 1.861 acres.

G. Potential sources of pollution associated with this construction activity may include:

- sediment from disturbed soils
- portable sanitary stations
- fuel tanks
- staging areas
- waste containers
- chemical storage areas
- oil or other petroleum products
- adhesives
- tar
- solvents
- detergents
- fertilizers
- raw materials (e.g., bagged portland cement)
- construction debris
- landscape waste
- concrete and concrete trucks
- litter

2. CONTROLS

This section of the SESC Plan addresses the various controls that should be implemented for each of the major construction activities described in the "Site Description" section. For each measure identified in the SWPPP, the contractor(s) or subcontractor(s) that will implement the measure should be identified. All contractors and subcontractors that are identified should be required to sign a copy of the certification statement from Part IV.F. of the ILR10 Permit (in accordance with Part VI.G. - Signatory Requirements, of the ILR10 Permit). All signed certification statements should be maintained in the SWPPP.

A. Approved State or Local Plans

The management practices, controls and other provisions contained in the SWPPP should be at least as protective as the requirements contained in the Illinois Environmental Protection Agency's (IEPA) and the United States Department of Agriculture's Natural Resource Conservation Service Illinois Urban Manual, 2012. Requirements specified in sediment and erosion control site plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of a Notice of Intent (NOI) to be authorized to discharge under the ILR10 permit, incorporated by reference and are enforceable under the ILR10 permit even if they are not specifically included in a SWPPP required under the ILR10 permit. This provision does not apply to provisions of master plans, comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit that is issued for the construction site.

The soil erosion and sediment control measures for this site should meet the requirements of the following agencies:

- CITY OF HIGHLAND PARK
- LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
- IEPA
- U.S. Army Corps of Engineers

B. Control Implementation Schedule

Best Management Practices will be implemented on an as-needed basis to protect water quality. Perimeter controls of the site should be installed prior to soil disturbance (excluding soil disturbance necessary to install the controls), including demolition activities. Perimeter controls, including the silt fence, should be actively maintained until final stabilization of those portions of the site upward of the perimeter control. Stabilized construction entrance(s) and sediment traps should be installed as described in the intended sequence of construction activities. The contractor is responsible for the adequate protection (including sediment control) of existing sewers and sewer structures during construction operations. As necessary, the appropriate sediment control measure should be installed prior to land disturbing activities.

Stabilization measures should be initiated where construction activities have temporarily or permanently ceased, in accordance with Local and State requirements, as described below. Once construction activity in an area has permanently ceased, that area should be permanently stabilized. Temporary perimeter controls should be removed after final stabilization of those portions of the site upward of the perimeter control.

C. Erosion and Sediment Controls

The appropriate soil erosion and sediment controls should be implemented on site and should be modified to reflect the current phase of construction. All temporary sediment and erosion control measures should be repaired or replaced as soon as practicable to maintain NPDES compliance. Permittee or an authorized agent is responsible for inspecting all sediment and erosion control measures at a minimum of every 7 calendar days and within 24 hours, or one working day, of the end of a 0.5-inch (or greater) rain event.

Unless otherwise indicated, all vegetative and structural erosion and sediment control practices should be installed to the Standard Practice. The contractor is responsible for the installation of any additional erosion and sediment control measures necessary to minimize erosion and sedimentation as determined by the Engineer or Primary Contact.

1) Stabilization Practices - Areas that will not be paved or covered with non-erosive material should be stabilized using procedures in substantial conformance with the Illinois Urban Manual. This SESC Plan includes site-specific soil erosion and sediment control measures. Additional erosion controls should be implemented as necessary, as determined by the Engineer or Primary Contact.

The following temporary and permanent stabilization practices, at a minimum, are proposed;

- permanent seeding
- temporary seeding
- erosion control blanket
- other measures

Site-specific scheduling of the implementation of these practices is included in the Soil Protection Chart. A record of the dates when major grading activities occur, when construction activities cease on a portion of the site, and when stabilization measures are initiated should be included in the SWPPP.

Stabilization of disturbed areas must be initiated within 1 working day of permanent or temporary cessation of earth activities and shall be completed as soon as possible but not later than 7 days from the initialization of stabilization work in an area. Exceptions to these time frames are specified below.

a. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.

b. On areas where construction activity has temporarily ceased and will resume after 7 days, a temporary stabilization method can be used. Temporary stabilization techniques and materials shall conform to the SWPPP.

2) Structural Practices - Provided below is a description of structural practices that should be implemented, to the degree attainable to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Structural practices should be placed on upland soils to the degree practicable. The installation of the following devices may be subject to Section 404 of the Clean Water Act:

- stabilized construction entrance
- silt fence
- sediment traps (provide locations and dimensions in plan set)
- other measures

The following requirements apply to protecting storm drain inlets:

- Clean, or remove and replace, the protection measures as sediment accumulates, the filter becomes clogged, and/or perfomance is compromised. Where there is evidence of sediment accumulation adjacent to the inlet protection measure, remove the deposited sediment by the end of the same business day in which it is found or by the end of the following business day if removal by the same business day is not feasible.

D. Storm Water Management

Provided below is a description of measures that will be installed during the construction process to control the pollutants in storm water discharges that will occur after the construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

1) The practices selected for implementation were determined on the basis of technical guidance contained in IEPA's Illinois Urban Manual, Federal, State, and/or Local Requirements. The storm water management measures include:

- vegetated swales
- storm sewer

2) Velocity dissipation devices, such as rip-rap aprons at flared end sections or level spreaders, shall be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a watercourse so that the natural, physical, and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

3) For any site which discharges directly to an impaired water listed for suspended solids, turbidity, or siltation, the SWPPP must be designed for a storm event equal to or greater than a 25-year 24-hour rainfall event. If required by federal regulations or the Illinois Urban Manual, the SWPPP must adhere to a more restrictive design criterion.

E. Waste Management

Solid waste materials including trash, construction debris, excess construction materials, machinery, tools and other items will be collected and disposed of off site by the contractor. The contractor is responsible to acquire the permit required for such disposal. Burning on site will not be permitted. No solid materials, including building materials, shall be discharged to Waters of the State, except as authorized by a Section 404 permit. All waste materials should be collected and stored in approved receptacles. No wastes should be placed in any location other than in the approved containers appropriate for the materials being discarded. There should be no liquid wastes deposited into dumpsters or other containers which may leak. Receptacles with deficiencies should be replaced as soon as possible and the appropriate clean-up procedure should take place, if necessary. Construction waste material is not to be buried on site. Waste disposal should comply with all Local, State, and Federal regulations.

On-site hazardous material storage should be minimized and stored in labeled, separate receptacles from non-hazardous waste. All hazardous waste should be disposed of in the manner specified by Local or State regulation or by the manufacturer.

F. Concrete Waste Management

Concrete waste or washout should not be allowed in the street or allowed to reach a storm water drainage system or watercourse. When practicable, a sign should be posted at each location to identify the washout. To the extent practicable, concrete washout areas should be located a reasonable distance from a storm water drainage inlet or watercourse, and should be located at least 10 feet behind the curb, if the washout area is adjacent to a paved road. A stabilized entrance that meets Illinois Urban Manual standards should be installed at each washout area.

The containment facilities should be of sufficient volume to completely contain all liquid and concrete waste materials including enough capacity for anticipated levels of rainwater. The dried concrete waste material should be picked up and disposed of properly when 66% capacity is reached. Hardened concrete can be properly recycled and used again on site (as approved by the Engineer) or hauled off site to an appropriate landfill.

If equipment and vehicles are washed on-site, the wash water must be treated in a sediment basin or alternative control providing equivalent or better treatment prior to discharge. If there are chemicals and/or petroleum products stored on-site in containers with a storage of 55 gallons or more, the containers must be stored a minimum of 50 feet from the receiving waters, constructed or natural site drainage features, and storm drain inlets. If this is infeasible dueto site constraints, the containers must be stored as far away as allowed and the SWPPP must document the reason why the 50-foot setback is infeasible and how the containers will be stored.

G. Concrete Cutting

Concrete waste management should be implemented to contain and dispose of saw-cutting slurries. Concrete cutting should not take place during or immediately after a rainfall event. Waste generated from concrete cutting should be cleaned-up and disposed into the concrete washout facility as described above.

H. Vehicle Storage and Maintenance

When not in use, construction vehicles should be stored in a designated area(s) outside of the regulatory floodplain, away from any natural or created watercourse, pond, drainage-way or storm drain. Controls should be installed to minimize the potential of runoff from the storage area(s) from reaching storm drains or water courses. Vehicle maintenance (including both routine maintenance as well as on-site repairs) should be made within a designated area(s) to prevent the migration of mechanical fluids (oil, antifreeze, etc.)into watercourses, wetlands or storm drains. Drip pans or absorbent pads should be used for all vehicle and equipment maintenance activities that involve grease, oil, solvents, or other vehicle fluids. Construction vehicles should be inspected frequently to identify any leaks; leaks should be repaired immediately or the vehicle should be removed from site. Dispose of all used oil, antifreeze, solvents and other vehicle-related chemicals in accordance with United States Environmental Protection Agency (USEPA) and IEPA regulations and per Material Safety Data Sheet (MSDS) and/or manufacturer instructions. Contractors should immediately report spills to the Primary Contact.

I. Material Storage and Good Housekeeping

Materials and/or contaminants should be stored in a manner that minimizes the potential to discharge into storm drains or watercourses. An on-site area should be designated for material delivery and storage. All materials kept on site should be stored in their original containers with legible labels, and if possible, under a roof or other enclosure. Labels should be replaced if damaged or difficult to read. Bermed-off storage areas are an acceptable control measure to prevent contamination of storm water. MSDS should be available for referencing clean-up procedures. Any release of chemicals/contaminants should be immediately cleaned up and disposed of properly. Contractors should immediately report all spills to the Primary Contact, who should notify the appropriate agencies, if needed.

To reduce the risks associated with hazardous materials on site, hazardous products should be kept in original containers unless they are not re-sealable. The original labels and MSDS should be retained on site at all times. Hazardous materials and all other material on site should be stored in accordance with manufacturer or MSDS specifications. When disposing of hazardous materials, follow manufacturer or Local and State recommended methods.

The following good housekeeping practices should be followed on site during the construction project:

- An effort should be made to store only enough product required to do the job.
- All materials stored on site should be stored in a neat, orderly manner in their appropriate containers and adequately protected from the environment.
- Products should be kept in their original containers with the original manufacturer's label.
- Substances should not be mixed with one another unless recommended by the manufacturer.
- Operations should be observed as necessary to ensure proper use and disposal of materials on site.
- Whenever possible, all of a product should be used up before disposing of the container.
- Manufacturer's recommendations for proper use and disposal should be followed.

J. Management of Portable Sanitary Stations

To the extent practicable, portable sanitary stations should be located in an area that does not drain to any protected natural areas, Waters of the State, or storm water structures and should be anchored to the ground to prevent from tipping over. Portable sanitary stations located on impervious surfaces should be placed on top of a secondary containment device, or be surrounded by a control device (e.g., gravel-bag berm). The contractor should not create or allow unsanitary conditions. Sanitary waste should be disposed of in accordance with applicable State and/or Local regulations.

K. Spill Prevention and Clean-Up Procedures

Manufacturer's recommended methods for spill clean-up should be available and site personnel should be made aware of the procedures and the location of the information and clean-up supplies. Materials and equipment necessary for spill clean-up should be kept in the material storage area on site. Equipment and materials should include, but are not limited to, brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust and plastic and/or metal trash containers specifically for this purpose.

Discharges of a hazardous substance or oil caused by a spill (e.g., a spill of oil into a separate storm sewer or Waters of the State) are not authorized by the ILR10 permit. If a spill occurs, notify the Primary Contact immediately. The construction site should have the capacity to control, contain, and remove spills, if they occur. Spills should be cleaned up immediately (after discovery) in accordance with MSDS and should not be buried on site or washed into storm sewer drainage inlets, drainage-ways, or Waters of the State.

Spills in excess of Federal Reportable Quantities (as established under 40 CFR Parts 110, 117, or 302), should be reported to the National Response Center by calling (800) 424-8802. MSDS often include Information on Federal Reportable Quantities for materials. Spills of toxic or hazardous materials should be reported to the appropriate State or Local government agency, as required. When cleaning up a spill, the area should be kept well ventilated and appropriate personal protective equipment should be used to minimize injury from contact with a hazardous substance.

In addition to the good housekeeping and other management practices discussed in the previous sections of these Notes, the following minimum practices should be followed to reduce the risk of spills:

- On-site vehicles should be monitored for leaks and should receive regular preventative maintenance to reduce the chance of leakage.
- Petroleum products should be stored in tightly sealed and clearly labeled containers.
- Contractors should follow the manufacturer's recommendations for proper use, storage, and disposal of materials. Excess materials should be disposed of according to the manufacturer's instructions or State and Local regulations, and should not be discharged to the storm sewer or waterbody.
- Any chemical container with a storage of 55 gallons or more must be stored a minimum of 50 feet from any receiving waters, constructed or natural site drainage features, and storm drain inlets.

L. De-Watering Operations

During de-watering/pumping operations, only uncontaminated water should be allowed to discharge to protected natural areas, Waters of the State, or to a storm sewer system (in accordance with Local permits). Inlet hoses should be placed in a stabilized sump pit or floated at the surface of the water in order to limit the amount of sediment intake. Pumping operations may be discharged to a stabilized area that consists of an energy dissipating device (e.g., stone), sediment filter bag, or both. Adequate erosion controls should be used during de-watering operations as necessary. Stabilized conveyance channels should be installed to direct water to the desired location as applicable. Additional control measures may be installed at the outlet area at the discretion of the Primary Contact or Engineer.

M. Off-Site Vehicle Tracking

The site should have one or more stabilized construction entrances in conformance with the Plan details. Stabilized construction entrance(s) should be installed to help reduce vehicle tracking of sediments. Streets should be swept as needed to reduce excess sediment, dirt, or stone tracked from the site. Maintenance may include top dressing the stabilized entrance with additional stone and removing top layers of stone and sediment, as needed. Vehicles hauling erodible material to and from the construction site should be covered with a tarp.

N. Topsoil Stockpile Management

If topsoil is to be stockpiled at the site, select a location so that it will not erode, block drainage, or interfere with work on site. Topsoil stockpiles should not be located in the 100-year floodplain or designated buffer protecting Waters of the State. During construction of the project, soil stockpiles should be stabilized or protected with sediment trapping measures. Perimeter controls, such as silt fence, should be placed around the stockpile immediately. Stabilization of the stockpile should be completed if the stockpile is to remain undisturbed for longer than seven days.

O. Dust Control

Dust control should be implemented on site as necessary. Repetitive treatment should be applied as needed to accomplish control when temporary dust control measures are used. A water truck should be present on site (or available) for sprinkling/irrigation to limit the amount of dust leaving the site. Watering should be applied daily (or more frequently) to be effective. Caution should be used not to overwater, as that may cause erosion.

If field observations indicate that additional protection from wind erosion (in addition to, or in place of watering) is necessary, alternative dust suppressant controls should be implemented at the discretion and approval of the Engineer and/or Primary Contact.

Street cleaning should also be used as necessary to control dust. Paved areas that have soil on them from the construction site should be cleaned as needed, utilizing a street sweeper or bucket-type endloader or scraper at the direction of the Engineer and/or Primary Contact.

P. Wash Water Control

Wash water control should be implemented on site as necessary. Minimize the discharge of pollutants fromequipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge.

3. MAINTENANCE

Maintenance of the controls incorporated into this project should be performed as needed to assure their continued effectiveness. This includes prompt and effective repair and/or replacement of deficient control measures. The following is a description of procedures that should be used to maintain, in good and effective operating condition, erosion and sediment control measures and other protective measures identified in the SESC Plan and Standard Specifications.

Dust control: When temporary dust control measures are used, repetitive treatment should be applied as needed to accomplish control.

Sediment filter bags: Sediment filter bags should be installed on pump outlet hoses that discharge off site or to sensitive on-site areas, and should be placed in an area that allows for the bag to be removed without producing a sediment discharge. The bags should be inspected frequently and repaired or replaced as needed.

Silt fence: Silt fences should be inspected regularly for undercutting where the fence meets the ground, overtopping, and tears along the length of the fence. Deficiencies should be repaired immediately. Remove accumulated sediments from the fence base when the sediment reaches one-half the fence height. During final stabilization, properly dispose of any sediment that has accumulated on the silt fence. Alternative sediment control measures should be considered for areas where silt fence continually fails.

Stabilized construction entrance: The stabilized construction entrances should be maintained to prevent tracking of sediment onto public streets. Maintenance includes top dressing with additional stone and removing top layers of stone and sediment. The sediment tracked onto the public right-of-way should be removed immediately.

Temporary sediment traps: Temporary sediment traps should be inspected after each period of significant rainfall. Remove sediment and restore the trap to its original dimensions when the sediment has accumulated to one-half the design depth of the permanent pool. Place the sediment that is removed in a designated disposal area. Check the structure for damage from erosion or piping. After all sediment-producing areas have been permanently stabilized, remove the structure and all unstable sediment. Grade the area to blend with the adjoining areas and stabilize properly.

4. INSPECTIONS

The Permittee (or their authorized representative) will be responsible for conducting site inspections in compliance with the ILR10 NPDES Permit. After each inspection, a report should be prepared by the qualified personnel who performed the inspection. The Inspection report should be maintained on site as part of the SWPPP.

Inspections should be conducted at least once every seven calendar days and within 24 hours or by the end of the following work day, of the end of a storm event that is 0.5 inches or greater, or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5 inches or greater rain event, or a discharge due to snowmelt occurs.

Inspections must observe the structural control measures. In addition to the other locations mentioned in the SWPPP. Areas that are inaccessible during inspections due to flooding or other unsafe conditions must be inspected within 72 hours of becoming accessible.

Each Inspection should include the following components:
A. All areas where stormwater typically flows within the site must be inspected for evidence of, or the potential for, pollutants entering the drainage system. All locations where stabilization efforts have been implemented must be observed to ensure that they are still stabilized.

B. Disturbed areas and areas used for the storage of materials that are exposed to precipitation should be inspected for evidence of, or the potential for, pollutants entering the drainage system. The erosion and sediment control measures identified in the SWPPP should be observed to ensure that they have been installed and are operating correctly. Where discharge points are accessible,they should be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to the receiving waters. Locations where vehicles enter or exit the site should be inspected for off-site sediment tracking. All pumping operations and other potential non-storm water discharge sources should also be inspected.

C. For sites discharging dewatering water, you must conduct an Inspection during the discharge, once per day on which the discharge occurs and record the following in a report within 24 hours of completing the Inspection:

- The Inspection date
- The names and titles of personnel performing the Inspection
- Approximate times that the dewatering discharge began and ended on the day of Inspection
- Estimates of the rate (in gallons per day) of discharge on the day of inspection
- Whether or not any of the following indications of pollutant discharge were observed at the point of discharge:
  a sediment plume, suspended solids, unusual color, presence of odor, decreased clarity, or presence of foam;
  and/or a visible sheen on the water surface or visible oily deposits on the bottom or shoreline of the receiving water.

D. Based on the results of the inspection, the description of potential pollutant sources identified, and the pollution prevention measures described in the SWPPP should be revised, as appropriate, as soon as practicable after the Inspection. The modifications, if any, shall provide for timely implementationof any changes to the SWPPP within 7 calendar days following the inspection.

E. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the SWPPP, and actions taken in accordance with paragraph B. above should be made and retained as part of the SWPPP for at least 3 years from the date that permit coverage expires or is terminated. The report shall be signed in accordance with Part VI.G. (Signatory Requirements) of the ILR10 NPDES Permit. Any flooding or other unsafe conditions that delay inspections must be documented in the inspection report.

F. The Permittee shall notify the appropriate agency field operations section office by e-mail at:epa.swnoncomp@illinois.gov , telephone or fax within 24 hours of any incidence of noncompliance for any violation of the storm water pollution prevention plan observed during any inspection conducted or forviolation of any condition of this permit. The Permittee should complete and submit within 5 days an "Incidence of Non-Compliance" (ION) report for any violation of the SWPPP observed during an inspectionconducted, including those not required by the SWPPP. Submission should be on forms provided by IEPAand include specific information on the cause of non-compliance, actions which were taken to prevent any further causes of non-compliance, and a statement detailing any environmental impact, which may have resulted from the non-compliance.

G. All reports of non-compliance shall be signed by a responsible authority as defined in Part VI.G. (Signatory Requirements). of the ILR10 NPDES Permit.

H. After the initial contact has been made within the appropriate agency field operations section office, all reports of non-compliance shall be mailed to IEPA at the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Compliance Assurance Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

5. CORRECTIVE ACTIONS

You must take corrective action to address any of the following conditions identified at your site:

- A storm water control needs repair or replacement
- A storm water control necessary to comply with the requirements of this permit was never installed, or was installed incorrectly
- Your discharges are causing an exceedance of applicable water quality standards
- A prohibited discharge has occurred.

Corrective Actions shall be completed as soon as possible and documented within 7 days in an Inspection Report or report ofnoncompliance. If it is infeasible to complete the Installation or repair within 7 calendar days, you must document in your records why it is infeasible to complete the Installation or repair within the 7-day timeframe and document your schedule for Installing the storm water control(s) and making it operational as soon as feasible after the 7-day timeframe.

In the event that maintenance is required for the same storm water control at the same location 3 or more times, the control shall berepaired in a manner that prevents continued failure to the extent feasible, and you must document the condition and how it was repaired in your records. Alternatively, you must document in your records why the specific recurrence of this same issue should continue to be addressed as a routine maintenance fix.

6. NON-STORM WATER DISCHARGES

Except for flows from fire fighting activities, possible sources of non-storm water that may be combined with storm water discharges associated with the proposed activity, are described below:

- Fire fighting activities
- Fire hydrant flushings
- Water used to wash vehicles where detergents are not used
- Water used to control dust
- Potable water sources including uncontaminated waterline flushings
- Landscape irrigation drainages
- Routine external building washdown which does not use detergents
- Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless spilled materials have been removed) and where detergents have not been used.
- Uncontaminated air conditioning condensate
- Springs
- Irrigation ditches
- Uncontaminated ground water
- Foundation or footing drains where flows are not contaminated with process materials such as solvents

7. PROHIBITED NON-STORM WATER DISCHARGES

- Concrete and wastewater from washout of concrete (unless managed by an appropriate control)
- Drywall compound
- Wastewater from washout and cleanout of stucco, paint
- Form release oils
- Curing compounds and other construction materials
- Fuels, oils, or other pollutants used in vehicle or equipment operation and maintenance
- Soaps, solvents, or detergents
- Toxic or hazardous substances from a spill or other release
- Any other pollutant that could cause or tend to cause water pollution

Pollution prevention measures should be implemented for non-storm water components of the discharge.

8. RETENTION OF RECORDS

A. The permittee shall retain copies of storm water pollution prevention plans and all reports and notices required by this permit, records of all data used to complete the Notice of Intent to be covered by this permit and the Agency Notice of Permit Coverage letter for a period of at least 3 years from the date that the permit coverage expires or is terminated. This period may be extended by request of the Agency at any time.

B. The permittee shall retain a copy of the storm water pollution prevention plan and any revisions to said plan required by this permit at the construction site from the date of project initiation to the date of final stabilization. Any manuals or other documents referenced in the SWPPP shall also be retained at the construction site.

C. The SWPPP must include a record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated.

STABILIZATION TYPE	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
PERMANENT SEEDING			A									
DORMANT SEEDING	B										B	
TEMPORARY SEEDING			C				D					
SODDING			E**									
MULCHING	F											

A KENTUCKY BLUEGRASS 90 LBS/ACRE MIXED WITH PERENNIAL RYEGRASS 30 LBS/ACRE.

B KENTUCKY BLUEGRASS 135 LBS/ACRE MIXED WITH PERENNIAL RYEGRASS 45 LBS/ACRE + STRAW MULCH 2 TONS/ACRE.

C SPRING OATS 100 LBS/ACRE

D WHEAT OR CEREAL RYE 150 LBS/ACRE.

E SOD

F STRAW MULCH 2 TONS/ACRE.

* IRRIGATION NEEDED DURING JUNE AND JULY.

** IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOD.

SOIL PROTECTION CHART

Proposed Seed Mixes

Native Prairie Mix
Permanent Grasses / Sedges

Scientific Name	Common Name	Oz/Acre
Bouteloua curtipendula	Side-Oats Grama	10.00
Carex spp.	Prairie Sedge Mix	4.00
Elymus canadensis	Canada Wild Rye	32.00
Koeleria pyramidata	June Grass	1.00
Panicum virgatum	Switch Grass	1.00
Schizachyrium scoparium	Little Bluestem	32.00
	Total Oz./Acre	**80.00**

Temporary Cover		**Oz/Acre**
Avena sativa	Common Oat	360.00
Lolium multiflorum	Annual Rye	100.00
	Total Oz./Acre	**460.00**

Forbs		**Oz/Acre**
Anemone cylindrica	Thimbleweed	0.50
Asclepias tuberosa	Butterfly Weed	2.00
Aster ericoides	Heath Aster	0.25
Aster laevis	Smooth Blue Aster	0.75
Aster novae-angliae	New England Aster	0.25
Baptisia lactea	White Wild Indigo	2.00
Chamaecrista fasciculata	Partridge Pea	15.00
Coreopsis lanceolata	Sand Coreopsis	5.00
Coreopsis palmata	Prairie Coreopsis	1.00
Dalea candida	White Prairie Clover	1.50
Dalea purpurea	Purple Prairie Clover	1.50
Echinacea purpurea	Broad-Leaved Purple Coneflower	7.00
Eryngium yuccifolium	Rattlesnake Master	2.50
Lespedeza capitata	Round-Headed Bush Clover	2.00
Liatris aspera	Rough Blazing Star	0.50
Monarda fistulosa	Wild Bergamot	0.75
Parthenium integrifolium	Wild Quinine	1.00
Penstemon digitalis	Foxglove Beard Tongue	0.50
Pycnanthemum virginianum	Common Mountain Mint	1.00
Ratibida pinnata	Yellow Coneflower	4.00
Rudbeckia hirta	Black-Eyed Susan	5.00
Rudbeckia subtomentosa	Sweet Black-Eyed Susan	1.00
Silphium integrifolium	Rosin Weed	3.00
Silphium terebinthinaceum	Prairie Dock	0.50
Solidago nemoralis	Old-Field Goldenrod	0.50
Solidago rigida	Stiff Goldenrod	1.00
Tradescantia ohiensis	Common Spiderwort	1.75
Vernonia spp.	Ironweed Mix	1.75
Veronicastrum virginicum Culver's Root		0.25
	Total Oz./Acre	**63.75**

Wet- Mesic Prairie Seeding - Overlap Shoreline Seeding by 2 feet vertical feet

Scientific Name	Common Name	Oz/Acre
Andropogon gerardii	Big Blue Stem	64.0
Bouteloua curtipendula	Side Oats Gramma	16.0
Calamagrostis canadensis	Blue Joint Grass	6.0
Carex bicknellii or brevior	Sedge	1.0
Elymus canadensis	Canada Wild Rye	16.0
Glyceria striata	Fowl Manna Grass	6.0
Juncus effuses	Common Rush	3.0
Koeleria pyramidata	June Grass	2.0
Leersia oryzoides	Rice Cut Grass	6.0
Panicum virgatum	Switchgrass	6.0
Schizachyrium scoparium	Little Bluestem	64.0
Sorghastrum nutans	Indian Grass	16.0
Spartina pectinata	Prairie Cord Grass	4.0

Forbs

Anemone cylindrical	Thimbleweed	0.5
Asclepias tuberosa	Butterfly Milkweed	2.5
Aster ericoides	Heath Aster	0.5
Aster laevis	Smooth Blue Aster	1.0
Aster novae-angliae	New England Aster	0.5
Aster oolentangiensis	Sky-Blue Aster	0.25
Baptisia bracteata	Cream Wild indigo	0.5
Coreopsis palmate	Prairie Coreopsis	3.0
Chamaecrista fasciculata	Partridge Pea	13.0
Dalia purpurea	Purple Prairie Clover	2.0
Desmanthus illinoensis	Illinois Sensitive Plant	1.0
Echinacea pallida	Pale Purple Coneflower	5.0
Echinacea purpurea	Purple Coneflower	5.5
Eryngium yuccifolium	Rattlesnake Master	3.0
Kuhnia eupatorioides	False Boneset	0.5
Lespedeza capitata	Rd-Headed Bush Clover	2.0
Liatris aspera	Rough Blazing Star	2.0
Liatris pycnostachya	Prairie Blazing star	0.5
Monarda fistulosa	Wild Bergamot	1.5
Parthenium integrifolium	Wild Quinine	1.0
Penstemon candidum	White Prairie Clover	1.5
Pycnanthemum vir.	Mountain Mint	2.0
Ratibida pinnata	Yellow Coneflower	5.5
Rudbeckia hirta	Black-eyed Susan	5.5
Rudbeckia subtomentosa	Sweet Black-eyed Susan	1.0
Silphium integrifolium	Rosin Weed	3.0
Silphium laciniatum	Compass Plant	2.0
Solidago nemoralis	Old-Field Goldenrod	0.25
Solidago rigida	Stiff Goldenrod	2.0
Solidago speciosa	Showy Goldenrod	0.5
Tradescantia ohiensis	Spiderwort	4.0
Verbena hastata	Blue Vervain	1.0
Vernonia spp.	Ironweed	1.0

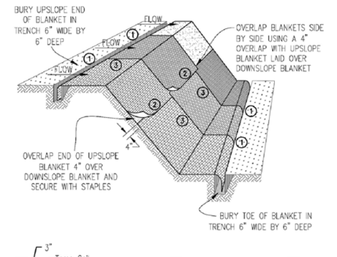
Temporary Cover Crop

Avena sativa	Common Oat	480

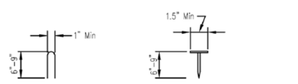
Shoreline Seed Mix- Overlap Wet-Mesic Seeding by 2 feet vertical feet

Botanical Name	Common Name	Oz./Acre
Permanent grasses / Sedges / Rushes		
Carex comosa	Bristly Sedge	2.50
Carex lacustris	Common lake Sedge	0.25
Carex lurida	Bottlebrush Sedge	4.00
Carex vulpinoidea	Brown Fox Sedge	6.00
Eleocharis ovata	Blunt Spike Rush	1.00
Leersia oryzoides	Rice Cut Grass	3.00
Juncus effusus	Common Rush	1.00
Scirpus acutus	Hard-Stemmed Bulrush	2.50
Scirpus pungens	Chairmaker's Rush	4.00
Scirpus validus	Great Bulrush	6.00
	Total Oz./Acre	**30.25**
Forbs / Shrubs		
Acorus calamus	Sweet Flag	0.50
Alisma spp.	Water Plantain Mix	2.00
Asclepias incarnata	Swamp Milkweed	1.50
Cephalanthus occidentalis	Buttonbush	0.50
Decodon verticillatus	Swamp loosestrife	0.50
Eupatorium maculatum	Spotted Joe-Pye Weed	0.50
Hibiscus spp.	Rose Mallow Mix	3.00
Iris virginica	Blue Flag	6.00
Lobelia cardinalis	Cardinal Flower	0.25
Lobelia siphilitica	Great Blue lobelia	1.50
Lycopus americanus	Common Water Horehound	0.25
Mimulus ringens	Monkey Flower	1.00
Peltandra virginica	arrow arum	16.00
Penthorum sedoides	Ditch Stonecrop	0.50
Polygonum spp.	Smartweed Mix	0.50
Pontederia cordata	Pickerel Weed	10.00
Sagittaria latifolia	Common arrowhead	2.00
Sparganium americanum	american Bur Reed	1.00
Sparganium eurycarpum	Common Bur Reed	4.00
Verbena hastata	Blue Vervain	1.00
	Total Oz./Acre	**52.50**
Temporary Cover		
Avena sativa

AUTOCAD2006



DETAIL 1 DETAIL 2 DETAIL 3



NOTES:

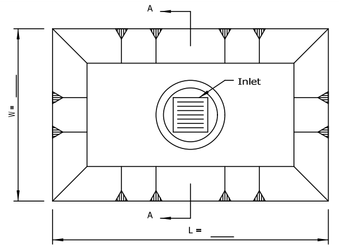
1. Staples shall be placed in a diamond pattern at 2 per sq. ft. for stitched blankets. Non-stitched shall use 4 staples per sq. yd of material. This equates to 200 staples with stitched blanket and 400 staples with non-stitched blanket per 100 sq. yd of material.
2. Staple or pack pin lengths shall be selected based on soil type and conditions. (minimum staple length is 6").
3. Erosion control material shall be placed in contact with the soil over a prepared seedbed.
4. All anchor slots shall be stapled at approximately 12" intervals.

PLAN CODE: EB

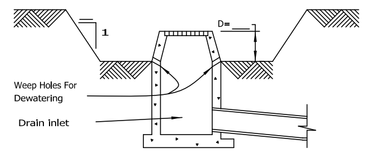
EROSION CONTROL BLANKET INSTALLATION DETAILS

STANDARD DWG. NO. IL-555 SHEET 1 OF 1 DATE 3-11-93

INLET PROTECTION - EXCAVATED DRAIN PLAN



PLAN VIEW



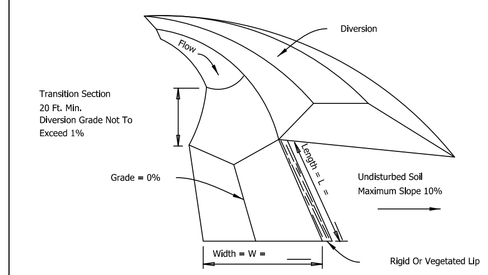
TYPICAL SECTION A-A

NOTES:

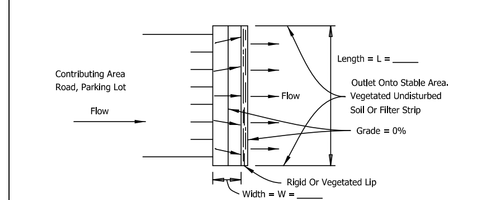
1. Sediment shall be removed and the trap restored to its original dimensions when the sediment has accumulated to 1/2 the design depth of the trap. Removed sediment shall be deposited in a suitable area and in such a manner that it will not erode.
2. The sediment trap shall be removed and the area stabilized when the constructed drainage area has been properly stabilized.
3. All cut slopes shall be 2:1 or flatter.

PLAN CODE: IP

LEVEL SPREADER



LEVEL SPREADER FOR DIVERSION OUTLET



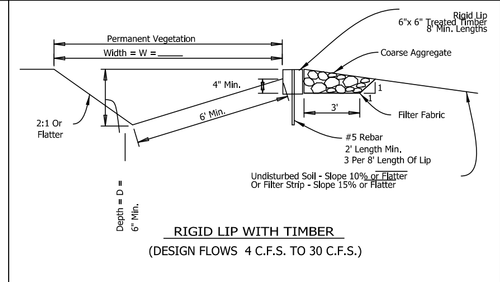
LEVEL SPREADER FOR IMPERVIOUS AREAS

NOTES:

1. Each of spreader shall be tied into higher ground to prevent flow around the level spreader.
2. See plans for L and W dimensions.

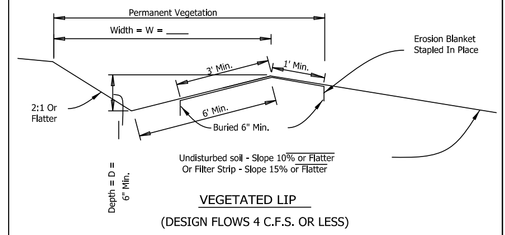
PLAN CODE: LS

LEVEL SPREADER



RIGID LIP WITH TIMBER

(DESIGN FLOWS 4 C.F.S. TO 30 C.F.S.)



VEGETATED LIP

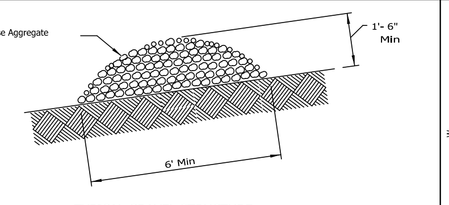
(DESIGN FLOWS 4 C.F.S. OR LESS)

NOTES:

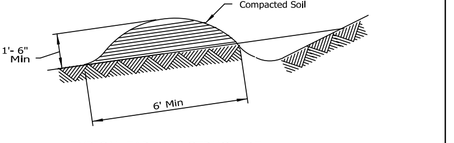
1. Coarse aggregate shall meet one of the following IDOT gradations: CA-1, or CA-3.
2. Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, and shall be Table 1 or 2 Class , or .
3. Rigid lip shall be 2"x6" boards in ±3% for filter strip requirements.
4. See sheet EROSION BLANKET 1 of 1 for blanket material and installation requirements.
5. See plans for permanent seeding requirements.
6. See plans for D and W dimensions.

PLAN CODE: LS

RIGHT OF WAY DIVERSION PLAN



TYPICAL GRAVEL STRUCTURE



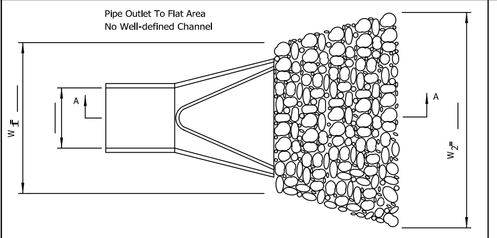
TYPICAL EARTHEN STRUCTURE

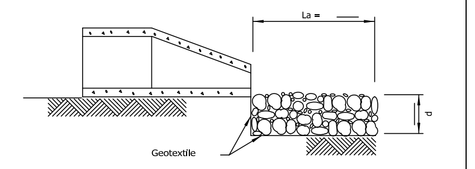
NOTES:

1. Install the diversion as soon as right-of-way has been cleared and graded.
2. Disc the base for the constructed ridge before placing fill.
3. Track the ridge to compact it to the design cross section.
4. Locate the outlet on an undisturbed area. Adjust field spacing of the diversion to use the most stable outlet areas. When natural areas are not deemed satisfactory, provide outlet protection.
5. Immediately seed and mulch the portions of the diversions not subject to construction traffic. Stabilize with gravel areas to be crossed by vehicles.
6. Coarse aggregate, if used, shall meet one of the following IDOT gradations: CA-1,CA-2 CA-3, OR CA-4.

PLAN CODE: RD

PIPE OUTLET TO FLAT AREA



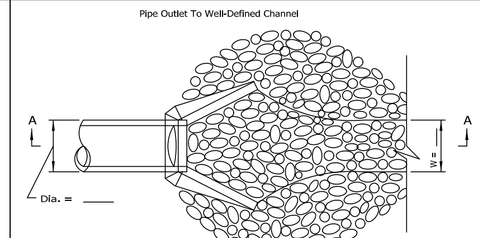


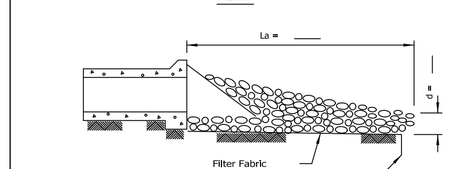
NOTES:

1. The filter fabric shall meet the requirements in material specifications 592 GEOTEXTILE Table 1 or 2, Class , or . I II III
2. The rock riprap shall meet the IDOT requirements for the following gradations: RR _____, Quality _____.
3. The riprap shall be placed according to construction specification 61 LOOSE ROCK RIPRAP, The rock may be equipment placed.

PLAN CODE: LA

PIPE OUTLET TO CHANNEL



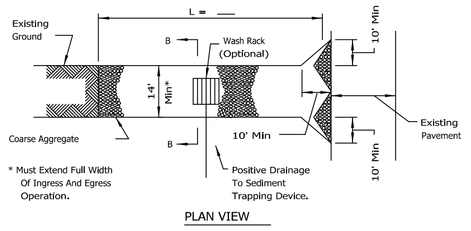


NOTES:

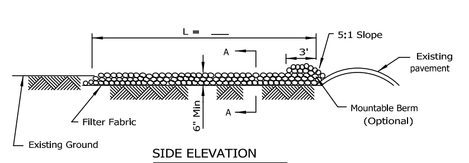
1. The filter fabric shall meet the requirements in material specification 592 GEOTEXTILE Table 1 or 2, Class , or . I II III
2. The rock riprap shall meet the IDOT requirements for the following gradation.
3. The riprap shall be placed according to construction specification 61 LOOSE ROCK RIPRAP, The rock may be equipment placed.

PLAN CODE: LA

STABILIZED CONSTRUCTION ENTRANCE PLAN



PLAN VIEW



SIDE ELEVATION

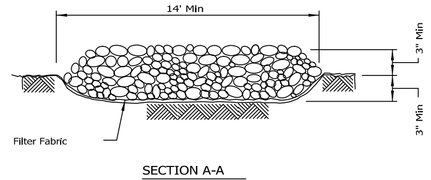
NOTES:

1. Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table I or 2, Class , or and shall be placed over the cleared area prior to the placing of rock.
2. Rock or reclaimed concrete shall meet one of the following IDOT coarse aggregate gradation, CA-1, CA-2, CA-3 or CA-4 and be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class or Section.
3. Any drainage facilities required because of washing shall be constructed according to manufacturers specifications.
4. If wash racks are used they shall be installed according to the manufacturer's specifications.

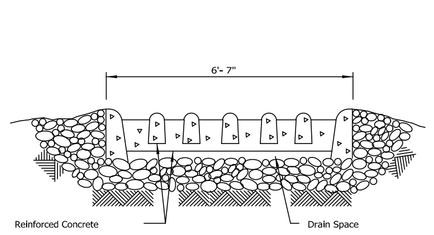
PLAN CODE: SE

IL-630 SHEET 1 OF 2 DATE 8-18-94

STABILIZED CONSTRUCTION ENTRANCE PLAN



SECTION A-A

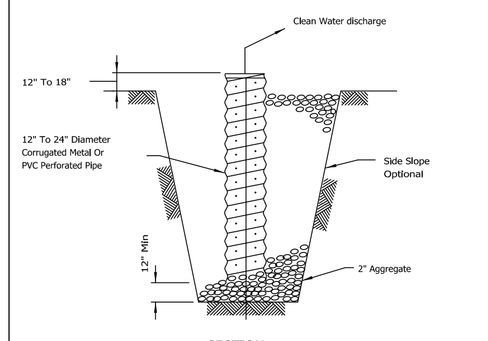


SECTION B-B

PLAN CODE: SE

IL-630 SHEET 2 OF 2 DATE 8-18-94

SUMP PIT PLAN



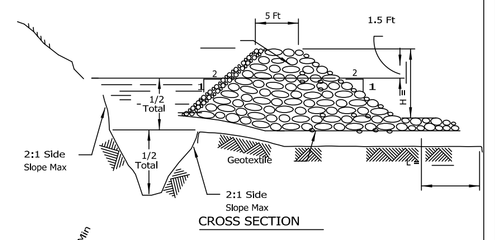
SECTION

NOTES:

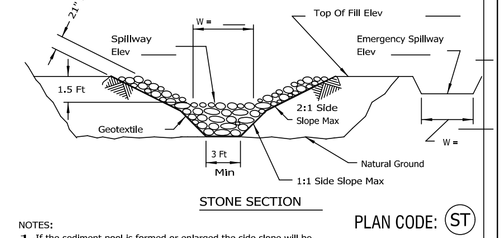
1. All dimensions are optional.
2. The standpipe will be constructed by perforating a 12"-24" diameter corrugated metal or PVC pipe.
3. A base of 2" aggregate will be placed in the pit to a minimum depth of 12". After installing the standpipe, the pit surrounding the standpipe will then be backfilled with 2" aggregate.
4. The standpipe will extend 12" to 18" above the lip of the pit.
5. If discharge will be pumped directly to a storm drainage system, the standpipe will be wrapped with filter fabric before installation.
6. If desired, 1/4"-1/2" hardware cloth may be placed around the standpipe prior to attaching the filter fabric. This will increase the rate of water seepage into the pipe.

PLAN CODE: SP

TEMPORARY SEDIMENT TRAP



CROSS SECTION

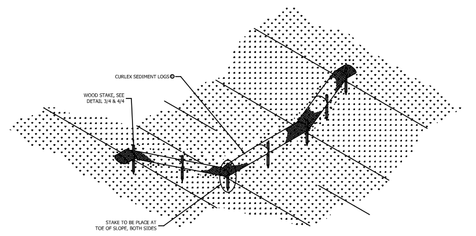


STONE SECTION

NOTES:

1. If the sediment pool is formed or enlarged the side slope will be 2:1 or flatter.
2. The fill shall be constructed using IDOT RR-4 stone size. A 1'layer of IDOT CA-2 should be placed on the inside face to reduce the flow rate.
3. The rock will be placed according to construction specification 25 ROCKFILL. Placement will be by Method 1 and compaction will be class .
4. The geotextile shall meet the requirements in material specification 592 GEOTEXTILE table 1 or 2, Class , or .

PLAN CODE: ST



PLAN CODE: DC

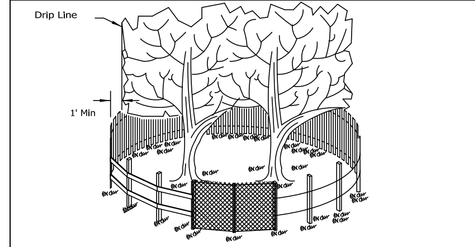
American Excelsior Company
Earth Science Division

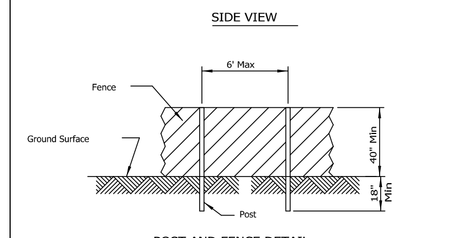
AMERICAN EXCELSIOR COMPANY ARLINGTON, TEXAS

CURLEX SEDIMENT LOGS & TYPICAL EROSION CONTROL APPLICATION DETAIL

IL-620 SHEET 1 OF 1 DATE 3-3-95

TREE PROTECTION - FENCING





NOTES:

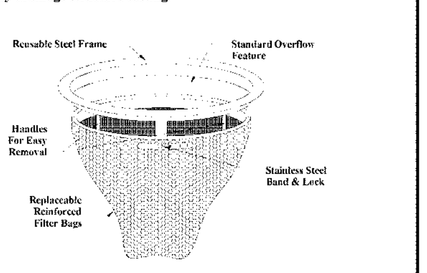
1. The fence shall be located a minimum of 1 foot outside the drip line of the tree to be saved and in no case closer than 5 feet to the trunk of any tree.
2. Fence posts shall be either standard steel posts or wood posts with a minimum cross sectional area of 3.0 sq. in.
3. The fence may be either 40" high snow fence, 40" plastic web fencing or any other material as approved by the engineer/inspector.

PLAN CODE: TP

IL-690 SHEET 1 OF 1 DATE 4-7-94

Catch-All -

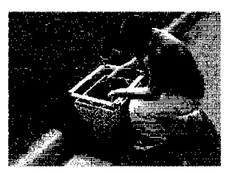
is a manufactured inlet filtration device designed to significantly reduce the ingress of pollutants into stormwater systems, and therefore, improve water quality. Designs are available for a custom fit in virtually any drainage structure casting.



Catch-All HR is available to provide the added benefit of hydrocarbon removal.

Design Benefits

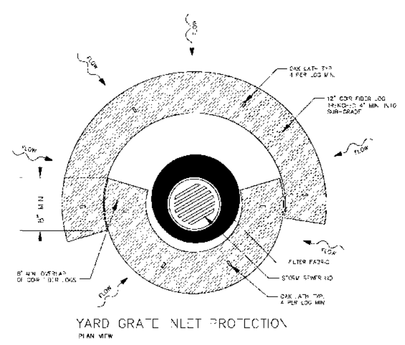
1. Pollution Prevention
   - Sediment Control
2. Pollution Removal
   - Hydrocarbons (Catch-All HR)
   - Total Suspended Sediment
   - Phosphorus*
   - Nitrogen*
   - Heavy Metals*
   - *By virtue of sediment control*



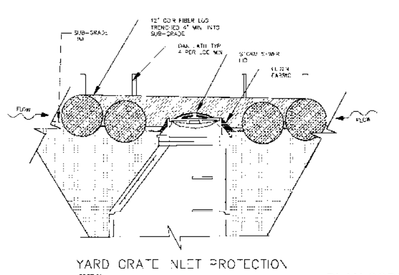
Applications

1. Site Development & Highway Construction
   - Inlet Protection / Sediment Control
2. Permanent BMP
   - Maintenance Yards
   - Wash Bays
   - Parking Lots & Garages
   - Airports – Tarmac, Cab/Limo Stands, Rental Returns
   - Bank/Fast Food Drive-Ups
   - Reduce Maintenance of Underground Detention Systems
   - Reduce Maintenance of Underground Oil/Water Separators

PLAN CODE: IP

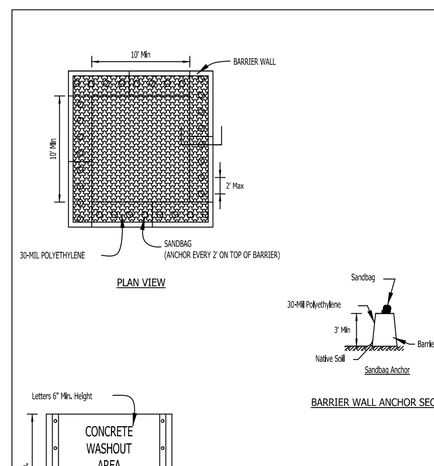


YARD GRATE INLET PROTECTION



YARD GRATE INLET PROTECTION

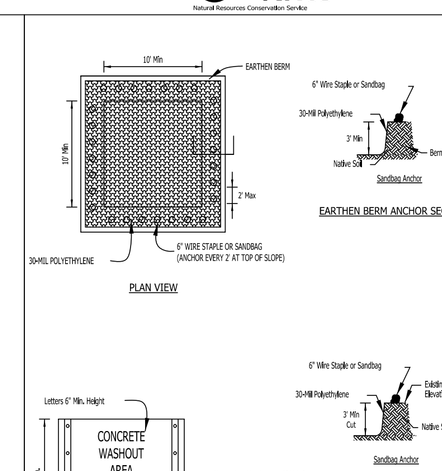
PLAN CODE: FF



NOTES:

1. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and/or slurry and returning the facilities to a functional condition.
2. Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.

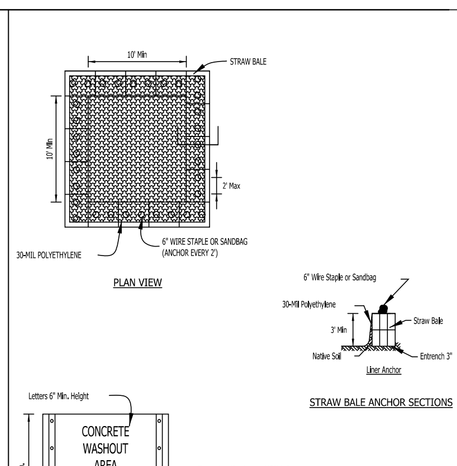
TEMPORARY CONCRETE WASHOUT FACILITY - BARRIER WALL



NOTES:

1. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and/or slurry and returning the facilities to a functional condition.
2. Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.

TEMPORARY CONCRETE WASHOUT FACILITY - EARTHEN TYPE



NOTES:

1. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and/or slurry and returning the facilities to a functional condition.
2. Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.
3. Each straw bale is to be staked in place using (2) 2"x2"x4' wooden stakes.

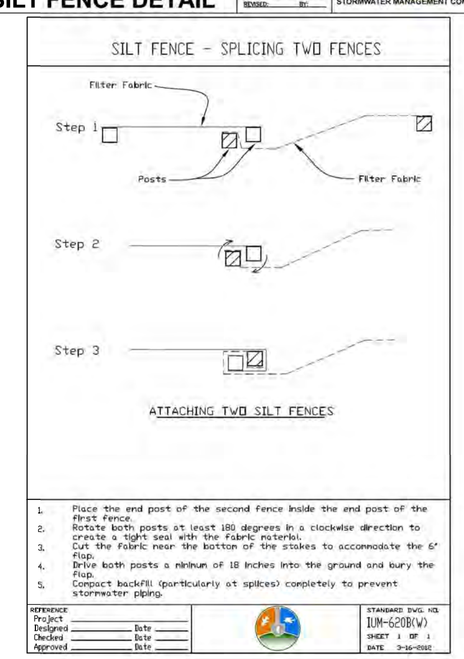
TEMPORARY CONCRETE WASHOUT FACILITY - STRAW BALE

PLAN CODE: CW



SILT FENCE DETAIL

DATE: 4/21/08 BY: RAK REVISED: BY:



STANDARD DWG. NO. ILM-SCOBRVJ SHEET 1 OF 1 DATE 3-16-2022

SOIL EROSION AND SEDIMENT CONTROL PLAN – 8

THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 11395.02_SE8

DATE: 11/25/25

JOB NO. 11395.02

SHEET SE8

42 OF 46

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_SE08.dgn SE2 [Sheet] User=shermanas

EARTHWORK NOTES

1. GENERAL

   A. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UNDERSTAND THE SOIL AND GROUNDWATER CONDITIONS AT THE SITE. THE CONTRACTOR SHALL OBTAIN AND READ THE GEOTECHNICAL REPORTS AVAILABLE FROM THE OWNER.

   B. ANY QUANTITIES IN THE BID PROPOSAL ARE INTENDED AS A GUIDE FOR THE CONTRACTOR'S USE IN DETERMINING THE SCOPE OF THE COMPLETED PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ALL MATERIAL QUANTITIES AND APPRAISE HIMSELF OF ALL SITE CONDITIONS. THE CONTRACT PRICE SUBMITTED BY THE CONTRACTOR SHALL BE CONSIDERED AS LUMP SUM FOR THE COMPLETE PROJECT. NO CLAIMS FOR EXTRA WORK WILL BE RECOGNIZED UNLESS ORDERED IN WRITING BY THE OWNER.

   C. THE CONTRACTOR WILL NOTE THAT THE ELEVATIONS SHOWN ON THE CONSTRUCTION PLANS ARE FINISHED GRADE ELEVATIONS AND THAT PAVEMENT THICKNESS, TOPSOIL, ETC. MUST BE SUBTRACTED TO DETERMINE SUBGRADE ELEVATIONS.

   D. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE DURING CONSTRUCTION, AND PREVENT STORMWATER FROM RUNNING INTO OR STANDING IN EXCAVATED AREAS. THE FAILURE TO PROVIDE PROPER DRAINAGE WILL NEGATE ANY POSSIBLE ADDED COMPENSATION REQUESTED DUE TO DELAYS OR UNSUITABLE MATERIALS CREATED AS A RESULT THEREOF. FINAL GRADES SHALL BE PROTECTED AGAINST DAMAGE FROM EROSION, SEDIMENTATION AND TRAFFIC.

   E. PLANS FOR THE SITE DEWATERING, IF EMPLOYED, SHALL BE SUBMITTED TO AND APPROVED BY THE OWNER PRIOR TO IMPLEMENTATION. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR DEWATERING DURING CONSTRUCTION.

   F. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTATION OF THE "SOIL EROSION AND SEDIMENTATION CONTROL MEASURES". THE INITIAL ESTABLISHMENT OF EROSION CONTROL PROCEDURES AND THE PLACEMENT OF SILT AND FILTER FENCING, ETC. TO PROTECT ADJACENT PROPERTY, WETLANDS, ETC. SHALL OCCUR BEFORE GRADING BEGINS. A MUNICIPAL EROSION CONTROL INSPECTION MAY BE REQUIRED BEFORE ANY EARTHWORK IS PERFORMED.

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

   H. EXCESS MATERIALS, IF NOT UTILIZED AS FILL, SHALL BE COMPLETELY REMOVED FROM THE CONSTRUCTION SITE AND DISPOSED OF OFF-SITE BY THE CONTRACTOR.

   I. ALL EARTHWORK SHALL BE DONE UNDER THE SUPERVISION OF AN ILLINOIS LICENSED ENGINEER WHO SPECIALIZES IN THE GEOTECHNICAL FIELD (SOILS ENGINEER). THIS ENGINEER WILL BE RESPONSIBLE FOR ENSURING THAT ALL UNSUITABLE MATERIALS ARE REMOVED, ALL STRUCTURAL FILL MATERIALS ARE PROPERLY PLACED AND COMPACTED, ALL PAVEMENT SUBGRADES ARE PROPERLY PREPARED, PROOF ROLLING SUBGRADES AND BASE COURSES, AND ENSURING THAT ALL WATER RETAINING EMBANKMENTS ARE PROPERLY CONSTRUCTED. THE DEVELOPER PAYS FOR ALL GEOTECHNICAL SERVICES.

2. TOPSOIL EXCAVATION INCLUDES:

   A. EXCAVATION OF TOPSOIL AND OTHER STRUCTURALLY UNSUITABLE MATERIALS WITHIN THOSE AREAS THAT WILL REQUIRE EARTH EXCAVATION OR COMPACTED EARTH FILL MATERIAL. EXISTING VEGETATION SHALL BE REMOVED PRIOR TO STRIPPING TOPSOIL OR FILLING AREAS.

   B. PLACEMENT OF THE EXCAVATED MATERIAL IN OWNER DESIGNATED AREAS FOR FUTURE USE WITHIN AREAS TO BE LANDSCAPED, AND THOSE AREAS NOT REQUIRING STRUCTURAL FILL MATERIAL. PROVIDE NECESSARY EROSION CONTROL MEASURES FOR STOCKPILE.

   C. TOPSOIL STOCKPILED FOR RESPREAD SHALL BE FREE OF CLAY AND SHALL NOT CONTAIN ANY OF THE TRANSITIONAL MATERIAL BETWEEN THE TOPSOIL AND CLAY. THE TRANSITIONAL MATERIAL SHALL BE USED IN NON-STRUCTURAL FILL AREAS OR DISPOSED OF OFF-SITE.

   D. TOPSOIL RESPREAD SHALL INCLUDE HAULING AND SPEADING 6" OF TOPSOIL OVER AREAS TO BE LANDSCAPED WHERE SHOWN ON THE PLANS OR DIRECTED BY THE OWNER.

   E. MODERATE COMPACTION IS REQUIRED IN NON-STRUCTURAL FILL AREAS.

3. EARTH EXCAVATION INCLUDES:

   A. EXCAVATION OF CLAY AND OTHER MATERIALS WHICH ARE SUITABLE FOR USE AS STRUCTURAL FILL. THE EXCAVATION SHALL BE TO WITHIN A TOLERANCE OF 0.1 FEET OF THE PLAN SUBGRADE ELEVATIONS WHILE MAINTAINING PROPER DRAINAGE. THE TOLERANCE WITHIN PAVEMENT AREAS SHALL BE SUCH THAT THE EARTH MATERIALS SHALL "BALANCE" DURING THE FINE GRADING OPERATION.

   B. PLACEMENT OF THE CLAY AND OTHER SUITABLE MATERIALS SHALL BE WITHIN THOSE AREAS REQUIRING STRUCTURAL FILL IN ORDER TO ACHIEVE THE PLAN SUBGRADE ELEVATIONS TO WITHIN A TOLERANCE OF 0.1 FEET. THE FILL MATERIAL SHALL BE PLACED IN LOOSE LIFTS THAT SHALL NOT EXCEED EIGHT (8) INCHES IN THICKNESS, AND THE WATER CONTENT SHALL BE ADJUSTED IN ORDER TO ACHIEVE REQUIRED COMPACTION.

      STRUCTURAL FILL MATERIAL MAY BE PLACED WITHIN THOSE PORTIONS OF THE SITE NOT REQUIRING STRUCTURAL FILL TO WITHIN SIX (6) INCHES OF THE PLAN FINISHED GRADE ELEVATION. IN AREAS REQUIRING STRUCTURAL FILL, HOWEVER, THIS MATERIAL SHALL NOT BE PLACED OVER TOPSOIL OR OTHER UNSUITABLE MATERIALS UNLESS SPECIFICALLY DIRECTED BY A SOILS ENGINEER WITH THE CONCURRENCE OF THE OWNER.

   C. COMPACTION OF THE CLAY AND OTHER SUITABLE MATERIALS, SHALL BE TO AT LEAST 93% OF THE MODIFIED PROCTOR DRY DENSITY WITHIN PROPOSED PAVEMENT AREAS, SIDEWALK, ETC. COMPACTION SHALL BE AT LEAST 95% OF THE MODIFIED PROCTOR WITHIN PROPOSED BUILDING PAD AREAS.

   D. EXCAVATION: QUANTITIES OF EARTH EXCAVATION INDICATED ELSEWHERE IN THIS CONTRACT HAVE BEEN COMPUTED BY THE END AREA METHOD AS PROVIDED FOR IN SECTION 202 OF THE STANDARD SPECIFICATIONS. EXCAVATED MATERIALS NOT NEEDED FOR THIS JOB SITE SHALL BE LEGALLY DISPOSED OF. PAYMENT SHALL BE MADE AT THE CONTRACT UNIT PRICE PER CUBIC YARD OF EARTH EXCAVATION.

4. UNSUITABLE MATERIAL

   UNSUITABLE MATERIAL SHALL BE CONSIDERED AS MATERIAL WHICH IS NOT SUITABLE FOR THE SUPPORT OF PAVEMENT AND BUILDING CONSTRUCTION, AND IS ENCOUNTERED BELOW NORMAL TOPSOIL DEPTHS AND THE PROPOSED SUBGRADE ELEVATION. THE DECISION TO REMOVE SAID MATERIAL, AND TO WHAT EXTENT, SHALL BE MADE BY A SOILS ENGINEER WITH THE CONCURRENCE OF THE OWNER.

5. MISCELLANEOUS THE CONTRACTOR SHALL:

   A. SPREAD AND COMPACT UNIFORMLY TO THE DEGREE SPECIFIED ALL EXCESS TRENCH SPOIL AFTER COMPLETION OF THE UNDERGROUND IMPROVEMENTS.

   B. SCARIFY, DISC, AERATE, AND COMPACT, TO THE DEGREE SPECIFIED, THE UPPER TWELVE (12) INCHES OF THE SUITABLE SUBGRADE MATERIAL, IN ALL AREAS THAT MAY BE SOFT DUE TO EXCESS MOISTURE CONTENT. THIS APPLIES TO CUT AREAS AS WELL AS FILL AREAS.

   C. PROVIDE WATER TO ADD TO DRY MATERIAL IN ORDER TO ADJUST THE MOISTURE CONTENT FOR THE PURPOSE OF ACHIEVING THE SPECIFIED COMPACTION.

   D. BACKFILL THE CURB AND GUTTER AFTER ITS CONSTRUCTION AND PRIOR TO THE PLACEMENT OF THE BASE COURSE MATERIAL. THE CURBS SHALL NOT BE BACKFILLED UNTIL THE CONCRETE HAS CURED FOR AT LEAST 7 DAYS.

   E. TRENCH COMPACTION: ALL TRENCHES SHALL BE COMPACTED BY MECHANICAL TECHNIQUES APPROVED BY THE SOILS ENGINEER UNTIL PROPER COMPACTION IS ACHIEVED. THE REQUIREMENT FOR MECHANICAL COMPACTION MAY BE WAIVED IF, IN THE OPINION OF THE SOILS ENGINEER AND THE MUNICIPAL ENGINEER, THE BACKFILLED TRENCHES MEET THE DENSITY REQUIREMENTS. JETTING OF TRENCHES FOR COMPACTION WILL NOT BE ALLOWED.

6. TESTING AND FINAL ACCEPTANCE

   A. THE CONTRACTOR SHALL PROVIDE AS A MINIMUM, A FULLY LOADED SIX-WHEEL TANDEM AXLE TRUCK FOR PROOF ROLLING THE PAVEMENT SUBGRADE PRIOR TO THE PLACEMENT OF THE CURB AND GUTTER AND THE BASE MATERIAL. THIS SHALL BE WITNESSED BY MUNICIPAL ENGINEER AND THE OWNER. SEE PAVING SPECIFICATION.

   B. ANY UNSUITABLE AREA ENCOUNTERED AS A RESULT OF PROOF ROLLING SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL, OR OTHERWISE CORRECTED, APPROVED BY THE SOILS CONSULTANT.

   C. ANY TESTING THAT IS REQUIRED OF THIS CONSTRUCTION IS CONSIDERED INCIDENTAL TO THE COST OF CONSTRUCTION. NO SEPARATE PAYMENT WILL BE MADE.

SIGNING AND PAVEMENT MARKING

1. ALL SIGNING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SSRBC), MUNICIPAL CODE AND THESE PLANS.
2. CONTRACTOR SHALL ESTABLISH LOCATION OF ALL SIGNS AND MARKINGS FOR APPROVAL BY THE OWNER PRIOR TO INSTALLATION.
3. SIGNS: SIGNS SHALL BE CONSTRUCTED OF 0.080 INCH THICK FLAT ALUMINUM PANELS WITH REFLECTORIZED LEGEND ON THE FACE IN ACCORDANCE WITH (SSRBC) SECTION 720. LEGEND SHALL BE IN ACCORDANCE WITH MUTCD AND AS SHOWN ON THE PLANS.
4. POSTS: SIGN POSTS SHALL BE A HEAVY DUTY STEEL "U" SHAPED CHANNEL WEIGHING 3.0 POUNDS/FOOT SUCH AS A TYPE B METAL POST PER (SSRBC) SECTION 729 [OR: 2" PERFORATED STEEL TUBE PER (SSRBC) SECTION 728].
5. SIGNS AND POSTS SHALL BE INSTALLED IN ACCORDANCE WITH THE ABOVE (SSRBC) SECTIONS AND IDOT STANDARD 729001 EXCEPT AS MODIFIED BY THE PLANS.
6. PAVEMENT MARKINGS: ALL PAVEMENT MARKINGS IN THE ROADWAY LIMITS, SUCH AS STOP LINES, CENTERLINES, CROSSWALKS AND DIRECTIONAL ARROWS SHALL BE REFLECTORIZED THERMOPLASTIC PER (SSRBC) SECTION 780, EXCEPT AS MODIFIED BY THE PLANS. [NOTE TO ENGINEER: IDOT PREFERS REFLECTORIZED PAINT ON CONCRETE PAVEMENT - CHECK WITH AGENCY WHO WILL MAINTAIN ROAD.]
7. PAVEMENT MARKINGS ON BIKE PATHS, PARKING LOT STALLS, AND SIMILAR "LOW WEAR" APPLICATION, SHALL BE PAINT IN ACCORDANCE TO (SSRBC) SECTION 780, EXCEPT AS MODIFIED BY THE PLANS. REFLECTIVE BEADS ARE NOT REQUIRED.
8. COLOR, WIDTH, STYLE, AND SIZE OF ALL MARKINGS SHALL BE IN ACCORDANCE WITH (MUTCD) EXCEPT AS MODIFIED BY THE PLANS.
9. THERMOPLASTIC MARKINGS SHALL BE INSTALLED WHEN THE PAVEMENT TEMPERATURE IS 55° F AND RISING, PAINT MARKINGS MAY BE INSTALLED WHEN THE AIR TEMPERATURE IS 50° F AND RISING.

PAVING NOTES

1. GENERAL

   A. PAVING WORK INCLUDES FINAL SUBGRADE SHAPING, PREPARATION AND COMPACTION; PLACEMENT OF SUB-BASE OR BASE COURSE MATERIALS; BITUMINOUS BINDER AND/OR SURFACE COURSES; FORMING, FINISHING AND CURING CONCRETE PAVEMENT, CURBS AND WALKS; AND FINAL CLEAN-UP AND ALL RELATED WORK.

   B. COMPACTION REQUIREMENTS: [REFERENCE ASTM D-1557 (MODIFIED PROCTOR)] SUB-GRADE = 93%; SUB-BASE = 93%; AGGREGATE BASE COURSE = 95%; BITUMINOUS COURSES = REFER TO SSRBC ARTICLE 406.07. THE SOILS ENGINEER IS RESPONSIBLE FOR ENSURING THAT MATERIALS ARE PROPERLY PLACED AND COMPACTED.

   C. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE PROPER BARRICADING, WARNING DEVICES AND THE SAFE MANAGEMENT OF TRAFFIC WITHIN THE AREA OF CONSTRUCTION. ALL SUCH DEVICES AND THEIR INSTALLATION SHALL CONFORM TO THE ILLINOIS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION AND IN ACCORDANCE WITH THE MUNICIPAL CODE.

2. SUB-GRADE PREPARATION

   A. EARTHWORK FOR PROPOSED PAVEMENT SUBGRADE SHALL BE FINISHED TO WITHIN 0.1 FOOT, PLUS OR MINUS, OF PLAN ELEVATION. THE CONTRACTOR SHALL SATISFY HIMSELF THAT THE SUBGRADE HAS BEEN PROPERLY PREPARED AND THAT THE FINISH TOP SUBGRADE ELEVATION HAS BEEN GRADED WITHIN TOLERANCES ALLOWED IN THESE SPECIFICATIONS. UNLESS THE CONTRACTOR ADVISES THE OWNER AND ENGINEER IN WRITING PRIOR TO FINE GRADING FOR BASE COURSE CONSTRUCTION, IT IS UNDERSTOOD THAT HE HAS APPROVED AND ACCEPTS THE RESPONSIBILITY FOR THE SUBGRADE.

   B. PRIOR TO THE PLACEMENT OF THE BASE COURSE, THE SUBGRADE MUST BE PROOF ROLLED AND INSPECTED FOR UNSUITABLE MATERIALS AND/OR EXCESSIVE MOVEMENT. THE SOILS ENGINEER SHALL CONDUCT AND THE VILLAGE SHALL WITNESS ALL PROOF ROLLS. IF UNSUITABLE SUBGRADE IS ENCOUNTERED, IT SHALL BE CORRECTED IN A MANNER APPROVED BY THE OWNER OR HIS REPRESENTATIVE. THIS MAY INCLUDE ONE OR MORE OF THE FOLLOWING METHODS:
      1) SCARIFY DISC AND AERATE,
      2) REMOVE AND REPLACE WITH STRUCTURAL CLAY FILL,
      3) REMOVE AND REPLACE WITH GRANULAR MATERIAL,
      4) USE OF GEOTEXTILE FABRIC.

      MAXIMUM DEFLECTION ALLOWED IN ISOLATED AREAS MAY BE 1/4" TO 1/2" IF NO DEFLECTION OCCURS OVER THE MAJORITY OF THE AREA.

   C. PRIOR TO THE CONSTRUCTION OF THE CURB AND GUTTER AND THE PLACEMENT OF THE BASE MATERIAL, THE PAVEMENT AREA SHALL BE FINE GRADED TO WITHIN 0.04 FEET (1/2") OF FINAL SUBGRADE ELEVATION, TO A POINT TWO (2) FEET BEYOND THE BACK OF CURB, SO AS TO INSURE THE PROPER THICKNESS OF PAVEMENT COURSES. NO CLAIMS FOR EXCESS QUANTITY OF BASE MATERIALS OR IMPROPER SUBGRADE PREPARATION WILL BE HONORED.

   D. PRIOR TO PLACEMENT OF THE BASE COURSE, ALL SUBGRADES MUST BE APPROVED BY THE MUNICIPAL ENGINEER, SOILS ENGINEER AND/OR OWNER.

3. CONCRETE WORK

   A. ALL EXTERIOR CONCRETE SHALL BE PORTLAND CEMENT CONCRETE CLASS SI OR PV PER (SSRBC) SECTION 1020.04 WITH AIR ENTRAINMENT OF NOT LESS THAN FIVE (5%) OR MORE THAN EIGHT (8%) PERCENT. CONCRETE SHALL BE A MINIMUM OF SIX (6) BAG MIX AND SHALL DEVELOP A MINIMUM OF 3,500 PSI COMPRESSIVE STRENGTH AT FOURTEEN (14) DAYS. ALL CONCRETE SHALL BE BROOM FINISHED PERPENDICULAR TO THE DIRECTION OF TRAVEL. THE ADDITION OF CALCIUM CHLORIDE AND THE SUBSTITUTION OF FLY ASH FOR PORTLAND CEMENT IS PROHIBITED. 1.50 lbs OF COLLATED, FILLIBRATED, POLYPROPYLENE OLEFIN FIBERS 0.50 TO 0.75 INCHES IN LENGTH SHALL BE ADDED TO EACH CUBIC YARD OF CONCRETE USED FOR SIDEWALKS. THE FIBERS SHALL BE AS MANUFACTURED UNDER THE NAME "FIBERMESH" OR EQUAL.

   B. CONCRETE CURB AND/OR COMBINATION CURB AND GUTTER SHALL BE OF THE TYPE SHOWN ON THE PLANS. THE CONTRACTOR IS CAUTIONED TO REFER TO THE CONSTRUCTION STANDARDS AND THE PAVEMENT CROSS-SECTION TO DETERMINE THE GUTTER FLAG THICKNESS AND THE AGGREGATE BASE COURSE THICKNESS BENEATH THE CURB AND GUTTER. PREMOLDED FIBER EXPANSION JOINTS, WITH TWO 3/4" X 18" EPOXY COATED STEEL DOWEL BARS, SHALL BE INSTALLED AT SIXTY (60) FOOT INTERVALS AND AT ALL PC'S, PT'S AND CURB RETURNS. ALTERNATE ENDS OF THE DOWEL BARS SHALL BE GREASED AND FITTED WITH METAL EXPANSION TUBES. SAWED OR FORMED CONTRACTION JOINTS SHALL BE PROVIDED AT NO GREATER THAN FIFTEEN (15) FOOT INTERVALS BETWEEN EXPANSION JOINTS. NO HONEY-COMBING OF THE CURB AND GUTTER WILL BE ACCEPTED.

   C. CURBS SHALL BE DEPRESSED AT LOCATIONS WHERE PUBLIC WALKS/PEDESTRIAN PATHS INTERSECT CURB LINES, AND OTHER LOCATIONS AS DIRECTED, FOR THE PURPOSE OF PROVIDING ACCESSIBILITY. (SEE CONSTRUCTION STANDARDS FOR DETAIL). BARRIER CURB SHALL ALSO BE DEPRESSED AT DRIVEWAY LOCATIONS.

   D. THE CURBS SHALL BE BACKFILLED AFTER THEIR CONSTRUCTION AND PRIOR TO THE PLACEMENT OF THE BASE COURSE. THE CONCRETE MUST CURE FOR AT LEAST SEVEN DAYS BEFORE THE CURBS ARE BACKFILLED.

   E. CONCRETE SIDEWALK SHALL BE IN ACCORDANCE WITH THE ABOVE AND THE PLANS. PROVIDE SCORED JOINTS AT 5 FOOT INTERVALS AND 1/2 " PREMOLDED FIBER EXPANSION JOINTS AT 50 FOOT INTERVALS, AND ADJACENT TO CONCRETE CURBS, DRIVEWAYS, FOUNDATIONS, ETC.

   F. CONCRETE DRIVEWAY APRONS SHALL BE IN ACCORDANCE WITH THE ABOVE AND THE PLANS. PROVIDE 6" X 6" NO. 6 WELDED WIRE MESH IN DRIVEWAYS, PROVIDE 1/2 " PREMOLDED FIBER EXPANSION JOINT ADJACENT TO CURBS AND CONCRETE SIDEWALKS. PROVIDE SAWED OR FORMED CONTRACTION JOINT AT MID-POINT AND 15 FOOT MAXIMUM.

   G. STANDARD REINFORCED CONCRETE PAVEMENT SHALL BE IN ACCORDANCE WITH THE ABOVE AND THE PLANS. SAWED OR FORMED CONTRACTION EXPANSION JOINTS SHALL BE AS SHOWN ON THE PLANS.

   H. CONCRETE CURING AND PROTECTION SHALL BE IN ACCORDANCE WITH (SSRBC) - METHOD I, II, OR III.

   I. THE COST OF AGGREGATE BASE OR SUB-BASE UNDER CONCRETE WORK SHALL BE INCLUDED IN THE COST OF THE RESPECTIVE CONCRETE ITEM.

4. FLEXIBLE PAVEMENT

   A. THE PAVEMENT MATERIALS FOR BITUMINOUS STREETS, PARKING LOTS, DRIVEWAYS, SIDEWALKS AND PATHS SHALL BE AS DETAILED ON THE PLANS. UNLESS OTHERWISE SHOWN ON THE PLANS, THE FLEXIBLE PAVEMENTS SHALL CONSIST OF AGGREGATE BASE COURSE, TYPE B; BITUMINOUS CONCRETE BINDER COURSE; AND BITUMINOUS CONCRETE SURFACE COURSE; OF THE THICKNESS AND MATERIALS SPECIFIED ON THE PLANS. THICKNESSES SPECIFIED SHALL BE CONSIDERED TO BE THE MINIMUM COMPACTED THICKNESS. THE PAVING IS TO BE DONE IN ACCORD WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS.

   B. ALL TRAFFIC SHALL BE KEPT OFF THE COMPLETED AGGREGATE BASE UNTIL THE BINDER COURSE IS LAID. THE AGGREGATE BASE SHALL BE UNIFORMLY PRIME COATED AT A RATE OF 0.4 TO 0.5 GALLONS PER SQUARE YARD PRIOR TO PLACING THE BINDER COURSE. PRIME COAT MATERIALS SHALL BE BITUMINOUS M.C. - 30.

   C. PRIOR TO PLACEMENT OF THE SURFACE COURSE, THE BINDER COURSE SHALL BE CLEANED, AND TACK COATED IF DUSTY OR DIRTY. ALL DAMAGED AREAS IN THE BINDER, BASE OR CURB SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER PRIOR TO LAYING THE SURFACE COURSE. THE CONTRACTOR SHALL PROVIDE WHATEVER EQUIPMENT AND MANPOWER NECESSARY, INCLUDING THE USE OF POWER BROOMS IF REQUIRED BY THE OWNER, TO PREPARE THE PAVEMENT FOR APPLICATION OF THE SURFACE COURSE. THE TACK COAT SHALL BE UNIFORMLY APPLIED TO THE BINDER COURSE AT A RATE OF 0.05 TO 0.10 GALLONS PER SQUARE YARD. TACK COAT SHALL BE AS SPECIFIED IN (SSRBC) SECTION 406.02.

   D. SEAMS IN BASE, BINDER AND SURFACE COURSE SHALL BE STAGGERED A MINIMUM OF 6".

   E. FOR NEW STREETS, THE CONTRACTOR SHALL PERMIT THE BITUMINOUS CONCRETE BINDER COURSE TO WEATHER ONE (1) WINTER SEASON PRIOR TO THE INSTALLATION OF THE BITUMINOUS CONCRETE SURFACE COURSE UNLESS OTHERWISE SPECIFIED BY THE MUNICIPAL ENGINEER OR OWNER.

5. TESTING AND FINAL ACCEPTANCE

   A. THE CONTRACTOR SHALL FOLLOW THE QUALITY CONTROL TESTING PROGRAM FOR CONCRETE AND PAVEMENT MATERIALS ESTABLISHED BY THE OWNER AND/OR MUNICIPALITY. TESTING SHALL BE DONE IN ACCORD WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS AND THE TESTING REQUIREMENTS OF THE MUNICIPALITY.

   B. WHEN REQUESTED BY THE OWNER, TEST RESULTS AND DOCUMENTATION FOR THE CONCRETE, BASE COURSE, BITUMINOUS CONCRETE BINDER, AND/OR SURFACE COURSE, SHALL BE SUBMITTED FOR VERIFICATION.

   C. PRIOR TO PLACEMENT OF THE BITUMINOUS CONCRETE SURFACE COURSE, THE CONTRACTOR, WHEN REQUIRED BY THE OWNER OR MUNICIPALITY, SHALL OBTAIN SPECIMENS OF THE BINDER COURSE WITH A CORE DRILL WHERE DIRECTED, FOR THE PURPOSE OF THICKNESS VERIFICATION.

   D. WHEN REQUIRED BY THE OWNER OR MUNICIPALITY, THE CONTRACTOR SHALL OBTAIN SPECIMENS OF THE FULL DEPTH BITUMINOUS CONCRETE PAVEMENT STRUCTURE WITH A CORE DRILL WHERE DIRECTED, IN ORDER TO CONFIRM THE PLAN THICKNESS. DEFICIENCIES IN THICKNESS SHALL BE ADJUSTED FOR BY THE METHOD DESCRIBED IN (SSRBC), ART. 407.10.

   E. FINAL ACCEPTANCE OF THE TOTAL PAVEMENT INSTALLATION SHALL BE SUBJECT TO THE TESTING AND CHECKING REQUIREMENTS CITED ABOVE.

SANITARY SEWER NOTES

1. GENERAL

   A. SANITARY SEWER PIPE SHALL BE PVC (POLYVINYL CHLORIDE) PLASTIC PIPE WITH A STANDARD DIMENSION RATIO (SDR) OF 26 CONFORMING TO ASTM D-3034 WITH PUSH-ON JOINTS CONFORMING TO ASTM D-3212 AND PVC (POLYVINYL CHLORIDE) PLASTIC PIPE WITH A STANDARD DIMENSION RATIO (SDR) OF 21 CONFORMING TO ASTM D-2241 WITH PUSH-ON JOINTS CONFORMING TO ASTM D-3139 AS SHOWN ON THE PLANS. PAYMENT SHALL BE MADE AT THE CONTRACT UNIT PRICE PER LINEAL FOOT OF SANITARY SEWER COMPLETE IN PLACE.

   B. SANITARY SEWER PIPE 18" AND LARGER, WHERE NOTED ON THE PLANS, OR WHERE THE IEPA MINIMUM SEPARATION CANNOT BE MAINTAINED, SHALL BE ONE OF THE FOLLOWING:

      PLAN CODE DESCRIPTION

      DIP: DUCTILE IRON WATERMAIN QUALITY PIPE, CLASS 52, (ANSI A-21.51) WITH MECHANICAL OR O-RING GASKETED JOINTS (ANSI A-21.11).

      PVC: PRESSURE RATED PVC PIPE MEETING ASTM D-2241 WITH ASTM D-3139 GASKETED JOINT, SDR 26

   C. "BAND-SEAL" OR SIMILAR FLEXIBLE TYPE COUPLINGS SHALL BE USED WHEN CONNECTING SEWER PIPES OF DISSIMILAR MATERIALS. "BAND-SEAL", "FERNCO", AND "MISSION" TYPE COUPLINGS SHALL NOT BE USED ON ANY SEWER MAIN.

   D. ALL SANITARY SEWERS ARE TO BE CONSTRUCTED USING A LASER INSTRUMENT TO MAINTAIN LINE AND GRADE.

   E. ALL FLOOR DRAINS SHALL CONNECT TO THE SANITARY SEWER.

   F. CONNECTIONS TO EXISTING SANITARY SEWER SYSTEM SHALL NOT BE DONE UNTIL AUTHORIZED BY THE MUNICIPALITY.

   G. WATERMAINS SHALL BE SEPARATED FROM SANITARY SEWERS AND STORM SEWERS IN ACCORDANCE WITH IEPA REQUIREMENTS AS SPECIFIED IN "WATER MAIN" SECTION.

   H. NO WATER LINE SHALL BE PLACED IN THE SAME TRENCH AS A SEWER LINE EXCEPT UNDER SPECIAL CIRCUMSTANCES AND THEN ONLY UNDER THE FOLLOWING RULES:

      a) PERMISSION SHALL BE OBTAINED FROM THE MUNICIPAL ENGINEERING DEPARTMENT IN WRITING PRIOR TO BEGINNING CONSTRUCTION.
      b) THE BOTTOM OF A WATER LINE SHALL BE INSTALLED ON A SHELF A MINIMUM OF 18" ABOVE THE TOP OF THE SEWER AND 18" HORIZONTALLY AWAY FROM THE EDGE OF THE SEWER.

2. BEDDING:

   A. BEDDING SHALL CONSIST OF A MINIMUM OF FOUR (4") INCHES OF COMPACTED CRUSHED GRAVEL OR STONE, 1/4 " -3/4 " IN SIZE. THE SEWER SHALL HAVE MECHANICALLY TAMPED CRUSHED GRAVEL OR STONE COVER ABOVE THE TOP OF THE PIPE TO A MINIMUM OF TWELVE (12") INCHES FOR PVC PIPE AND TO THE SPRING LINE FOR DIP. THE BEDDING AND COVER MATERIAL SHALL BE ASTM D-2321 CLASS II FOR PVC PIPE AND ASTM D-448 SIZE 67 FOR DIP PIPE. THE COST OF THE BEDDING AND COVER SHALL BE MERGED WITH THE UNIT PRICE BID FOR THE SEWER.

   B. ALL UNSUITABLE MATERIAL SHALL BE REMOVED BELOW THE PROPOSED SANITARY SEWER AND REPLACED WITH COMPACTED CA-6 CRUSHED GRAVEL OR STONE.

   C. ALL TRENCHES BENEATH PROPOSED OR EXISTING UTILITIES, PAVEMENTS, ROADWAYS, SIDEWALKS, AND FOR A DISTANCE OF FIVE (5') FEET ON EITHER SIDE OF SAME, AND/OR WHERE SHOWN ON THE PLANS, SHALL BE BACKFILLED WITH SELECT GRANULAR BACKFILL (CA-6) AND THOROUGHLY MECHANICALLY COMPACTED IN 9" THICK (LOOSE MEASUREMENT) LAYERS. JETTING WITH WATER IS NOT PERMITTED. REFER TO THE TRENCH BACKFILL LIMITS DETAIL.

3. MANHOLES:

   A. SANITARY SEWER MANHOLES SHALL BE 4'-0" I.D. PRECAST CONCRETE SECTIONS CONFORMING TO ASTM D-478 WITH PREFORMED BITUMINOUS OR "O" RING JOINTS, IN ACCORDANCE WITH MUNICIPAL REGULATIONS, AND HAVE AN ECCENTRIC CONE INSTALLED TO LINE UP WITH THE MANHOLE STEPS. ALL MANHOLE STEPS SHALL BE AT 16" O.C. SIMILAR TO NEENAH R-1980.

   B. ALL PIPE CONNECTION OPENINGS SHALL BE PRECAST WITH RESILIENT RUBBER WATER TIGHT SLEEVES. THE BOTTOM OF MANHOLE SHALL HAVE A CONCRETE BENCH POURED TO FACILITATE SMOOTH FLOWS.

4. FRAMES AND LIDS:

   A. ALL SANITARY SEWER MANHOLE FRAMES AND LIDS SHALL BE NEENAH R-1712 UNLESS OTHERWISE NOTED ON THE PLANS. THE LIDS SHALL HAVE RECESSED (CONCEALED) PICK HOLE AND BE SELF SEALING WITH AN "O" RING GASKET. THE LIDS SHALL HAVE THE WORDS "SANITARY" EMBOSSED ON THE SURFACE. THE JOINTS BETWEEN FRAME AND CONCRETE SECTION SHALL BE SEALED WITH A BUTYL ROPE.

   B. A MAXIMUM OF EIGHT (8) INCHES OF CONCRETE ADJUSTING RINGS SHALL BE USED TO ADJUST FRAME ELEVATIONS. RINGS SHALL BE SEALED TOGETHER WITH BUTYL ROPE.

5. DROP MANHOLE ASSEMBLIES:

   A. DROP MANHOLE ASSEMBLIES: DROP MANHOLE ASSEMBLIES SHALL BE PROVIDED AT THE JUNCTION OF SANITARY SEWERS WHERE THE DIFFERENCE IN INVERT GRADES EXCEEDS TWO FEET (2'), OR AS SHOWN ON THE PLANS. THE ENTIRE DROP ASSEMBLY SHALL BE CAST IN CONCRETE MONOLITHICALLY WITH THE MANHOLE BARREL SECTION.

6. CLEANING:

   A. ALL MANHOLES AND PIPES SHALL BE THOROUGHLY CLEANED OF DIRT AND DEBRIS, AND ALL VISIBLE LEAKAGE ELIMINATED, BEFORE FINAL INSPECTION AND ACCEPTANCE.

7. TESTING:

   A. DEFLECTION AND LEAKAGE TESTING WILL BE REQUIRED. THE PROCEDURE AND ALLOWABLE TESTING LIMITS SHALL BE AS SPECIFIED IN THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS". OR MUNICIPAL CODES. IN THE EVENT OF A DISCREPANCY BETWEEN THE STANDARD SPECIFICATIONS AND THE MUNICIPAL CODE. THE MUNICIPAL CODE SHALL GOVERN. THE FULL LENGTH OF THE SANITARY SEWER IS REQUIRED TO BE BOTH AIR TESTED AND DEFLECTION TESTED.

   B. TESTING THE ALIGNMENT/STRAIGHTNESS SHALL BE IN ACCORDANCE WITH MUNICIPAL CODE.

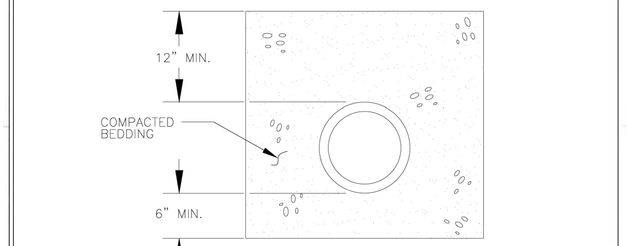
   C. TESTING OF MANHOLES TO BE IN ACCORDANCE WITH ASTM C-969.

8. TELEVISING:

   A. ALL SANITARY SEWERS SHALL BE TELEVISED AND A COPY OF THE TAPE /DVD AND A WRITTEN REPORT SHALL BE SUBMITTED AND REVIEWED BY THE OWNER OR MUNICIPALITY BEFORE FINAL ACCEPTANCE. THE REPORT SHALL INCLUDE STUB LOCATION AS WELL AS A DESCRIPTION OF ALL DEFECTS, WATER LEVEL, LEAKS AND LENGTHS. IDENTIFY MANHOLE TO MANHOLE BOTH VERBALLY AND ON-SCREEN USING MANHOLE NUMBERS FROM APPROVED PLANS. ORDER OF WRITTEN REPORT SHALL BE THE SAME AS THE VIDEO TAPES/DVDS.

9. TEST RESULTS:

   A. IF THE SANITARY SEWER INSTALLATION FAILS TO MEET TH



CL-1B (CRUSHED STONE GRADATION CA-6) MATERIAL BEDDING SHALL BE COMPACTED TO A MINIMUM OF 95% IN ACCORDANCE WITH ASTM 2321-89

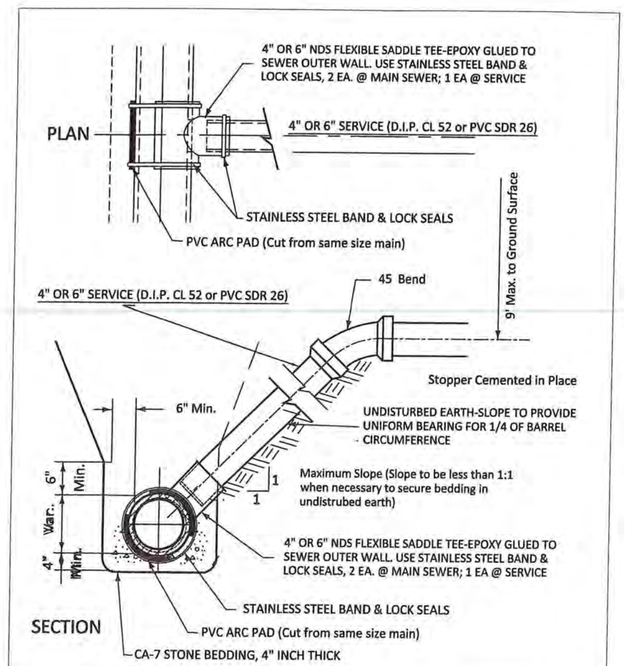
N.S.W.R.D. SANITARY SEWER PIPE BEDDING DETAIL

NOT TO SCALE

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STANDARD PIPE BEDDING (FOR SANITARY SEWER)

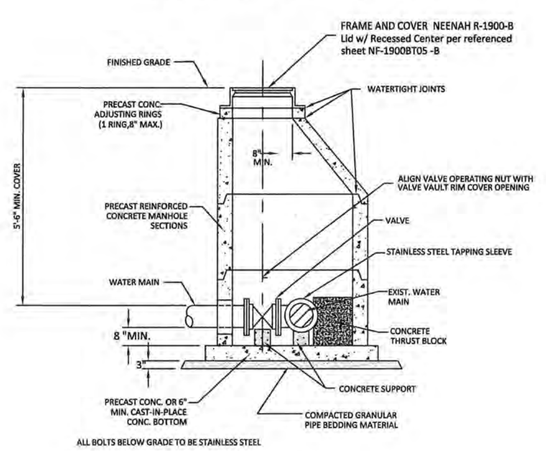
City of Highland Park, Department of Public Works, 1150 Half Day Rd, Highland Park, IL 60035 | H.P. Engg. No. SAN-1014 | Drawn By: E.J. | Revised By: E.J. | DATE: 27th Sept. 2013 | Approved By:J.M.W.



SANITARY SEWER SERVICE RISER DETAIL

City of Highland Park, Department of Public Works, 1150 Half Day Rd, Highland Park, IL 60035 | H.P. DWG. No. SAN-1011 | Drawn By: M.B. | Revised By: E.J. | DATE: 27th Sept. 2013 | Approved By:J.M.W.

NOTES:
1. ECCENTRIC CONE REQUIRED
2. USE 4'-0" DIAMETER FOR WATER MAIN SIZES 4" THRU 10", USE 5'-0" DIAMETER FOR WATER MAIN SIZES 12" THRU 20", USE 6'-0" DIAMETER FOR WATER MAIN SIZES 20" OR GREATER.

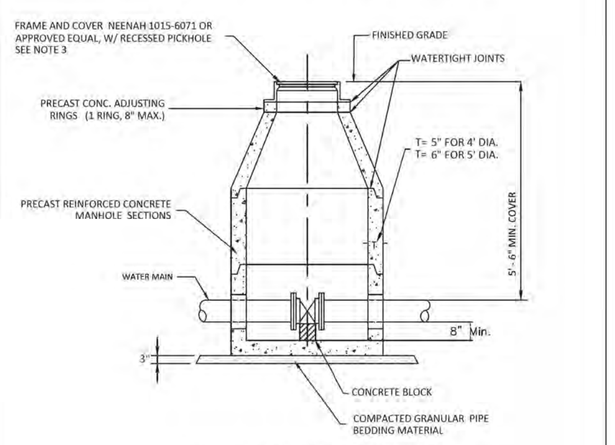


ALL BOLTS BELOW GRADE TO BE STAINLESS STEEL

PRESSURE CONNECTION VALVE VAULT DETAIL

City of Highland Park, Department of Public Works, 1150 Half Day Rd, Highland Park, IL 60035 | H.P. DWG. No. WD-1003 | Drawn By: M.B. | Revised By: E.J. | DATE: 15th Jan 2016 | Approved By: Emmanuel Gomez

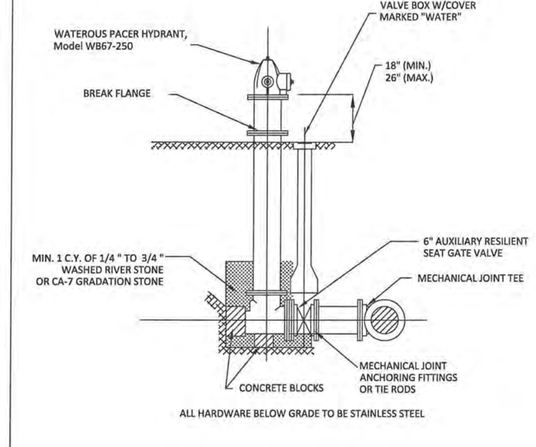
NOTES:
1. CONCENTRIC CONE REQUIRED
2. USE: 4'-0" DIAMETER FOR WATER VALVE SIZES 8" AND SMALLER, 5'-0" DIAMETER OR LARGER FOR SIZES LARGER THAN 8"
3. FOR CLOSED LIDS USE ITEM: HIGHLAND PARK FRAME LID (SPECIAL)



ALL HARDWARE BELOW GRADE SHALL BE STAINLESS STEEL

WATER VALVE VAULT DETAIL

City of Highland Park, Department of Public Works, 1150 Half Day Rd, Highland Park, IL 60035 | H.P. DWG. No. WD-1002 | Drawn By: M.B. | Revised By: JP3 | DATE: 26th March 2019 | Approved By:

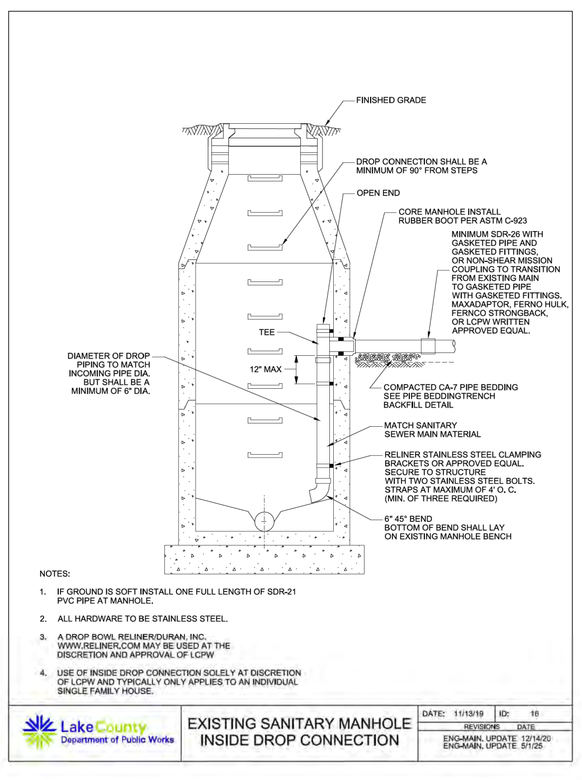


ALL HARDWARE BELOW GRADE TO BE STAINLESS STEEL

FIRE HYDRANT INSTALLATION DETAIL

City of Highland Park, Department of Public Works, 1150 Half Day Rd, Highland Park, IL 60035 | H.P. DWG. No. WD-1006 | Drawn By: M.B. | Revised By: E.J. | DATE: 28th Feb. 2014 | Approved By: J.M.W.

NO.	DATE	REMARKS



NOTES:
1. IF GROUND IS SOFT INSTALL ONE FULL LENGTH OF SDR-21 PVC PIPE AT MANHOLE.
2. ALL HARDWARE TO BE STAINLESS STEEL.
3. A DROP BOWL RELINER/DURAN, INC., WWW.RELINER.COM MAY BE USED AT THE DISCRETION AND APPROVAL OF LCPW
4. USE OF INSIDE DROP CONNECTION SOLELY AT DISCRETION OF LCPW AND TYPICALLY ONLY APPLIES TO AN INDIVIDUAL SINGLE FAMILY HOUSE.

Lake County Department of Public Works | **EXISTING SANITARY MANHOLE INSIDE DROP CONNECTION** | DATE: 11/15/19 | ID: 10 | REVISION: DATE: | ENGLMAN: UPDATE: 12/14/20 | ENGLMAN: UPDATE: 3/1/20

Revised: March 7, 2024

ADA DETECTABLE WARNINGS

TufTile

PHYSICAL CHARACTERISTICS GALVANIZED STEEL

COLOR: COLONIAL RED
FED. COLOR CODE: 20109

Dome Geometry

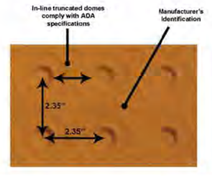
ADA (R305.1.1) specifies truncated domes shall have a base diameter of 0.9" minimum, a top diameter of 50%-65% of the base diameter minimum, and height of 0.2".



SECTION A-A

Dome Spacing

ADA (R305.1.2) specifies truncated domes shall have a center-center of 1.6" to 2.4".



Galvanized Steel Test Data		
Galvanization	G90 Guardrail Grade	G90
ASTM C 501	Abrasion Resistance	0.005
FDOT FM 3 - C 1028	Slip Resistance	Dry - 0.90, Wet - 0.81
ASTM A 370	Tensile Strength	49,770 psi
ASTM D 695	Compressive Properties	55,170 psi
ASTM D 5420	Impact Resistance	No Cracking, No Delamination
ASTM E 84-18 ANSI/UL723	Test for Surface Burning Characteristics	CFS - 0.00, FSI - 0, CSD - 5.8, SDI - 5

24" X 60" X 10 GA (REPLACEABLE)

GALVANIZED STEEL DETECTABLE WARNING TILE

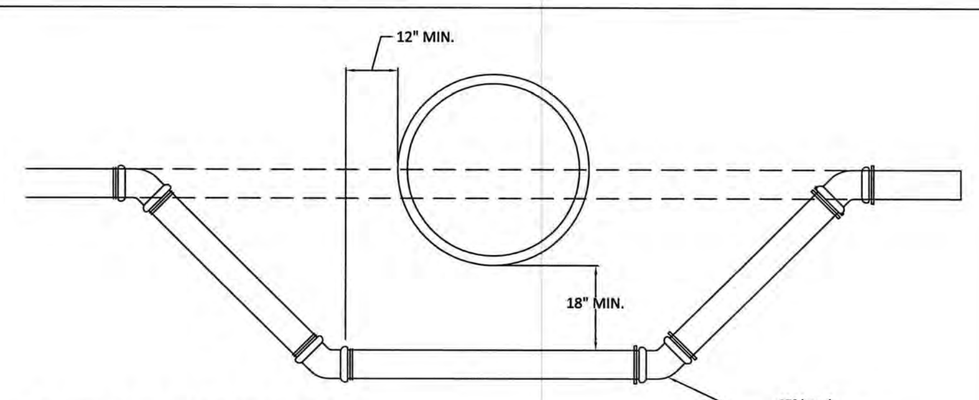
2.350 DOME SPACING

TufTile

DRW NO.	GV246010-XX-XXX	DRAWN	GM	DATE	12-16-20
TOLERANCE	+/- 0.050	SCALE		REV	2	DATE	4-2-21

NOTES:
*"XX" WS DESIGNATES WET SET
*"XX" SA DESIGNATES SURFACE APPLIED
*"XXX"DESIGNATES COLOR

COLOR: COLONIAL RED
FED. COLOR CODE: 20109



All new water main and fittings shall be ductile iron. The pipe shall be of the class specified by the Engineer

4" compacted granular material (CA-6) bedding beneath adjusted water main shall be extended to the springline of the pipe

All new water main shall be disinfected by carefully swabbing with a chlorine solution.

ALL HARDWARES BELOW GRADE SHALL BE STAINLESS STEEL

WATER MAIN ADJUSTMENT DETAIL (WATER MAIN SET)

City of Highland Park, Department of Public Works, 1150 Half Day Rd, Highland Park, IL 60035 | H.P. DWG. No. WD-1004 | Drawn By: M.B. | Revised By: E.J. | DATE: 27th Sept. 2013 | Approved By:J.M.W.

North Shore Water Reclamation District Notes:

1. The contractor shall notify both the North Shore Water Reclamation District and the municipality within whose boundaries the proposed sanitary sewer construction will take place a minimum of 24 hours prior to the start of construction. The North Shore Water Reclamation District can be notified by phone at 847-623-6060.

2. All sanitary sewer pipe shall be bedded, with a minimum of 6" below the pipe and 12" above the pipe, in CA-6 crushed material. CA-7 may be allowed at the discretion of the North Shore Water Reclamation District if extremely wet conditions are encountered.

3. The connection to downstream sewers shall be plugged with a water tight concrete plug and maintained in place until connection is approved by the North Shore Reclamation District.

4. All sanitary sewer extensions shall be televised in the presence of North Shore Reclamation District personnel after having notified the District a minimum of 24 hours prior to televising by phone at 847-623-6060. A copy of the televised sewer extension, in electronic format, shall be submitted to the District for approval.

5. All sanitary sewer extensions shall be subject to an infiltration test under the supervision of and witnessed by the District. Infiltration as determined by such test shall no\ exceed 200 gallons per inch diameter, per day, per mile, for all sewers up to and including 24 inches in diameter and 5,000 gallons per day, per mile, for any sewer or sewers over 24 inches in diameter or any portion thereof.

SANITARY SEWER MANHOLE DETAIL

City of Highland Park, Department of Public Works, 1150 Half Day Rd, Highland Park, IL 60035 | H.P. DWG. No. SAN-1012 | Drawn By: M.B. | Revised By: JP3 | DATE: 26th March 2019 | Approved By:

SERVICE PIPE	CORP. STOP
3/4"	3/4"
1"	1"
1 1/2"	1 1/2"
2"	1 1/2" X 2"

NOTE:
1. NO WATER MAIN TAP FOR NEW DEVELOPMENT UNTIL PERMITS ARE ISSUED.
2. ALL MATERIALS SHALL BE LEAD FREE.

WATER SERVICE DETAIL

City of Highland Park, Department of Public Works, 1150 Half Day Rd, Highland Park, IL 60035 | H.P. DWG. No. WD-1007 | Drawn By: M.B. | Revised By: E.J. | DATE: 20th Mar. 2017 | Approved By: E.Bomez

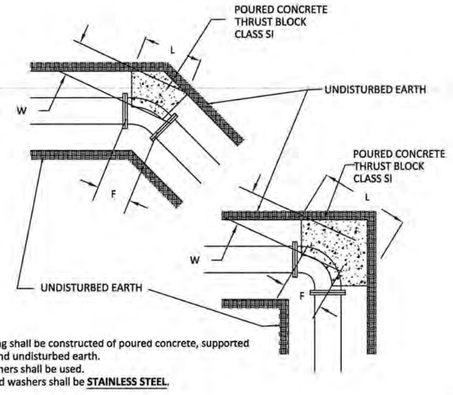
THRUST BLOCK SCHEDULE:

All Thrust Blocking Incidental to Water Main Construction.

Thrust Blocking for all fittings under 10 inches shall have a minimum dimension of 1'x1' at the point of contact with **undistrubed earth.**

Plugged Ends shall be thrust blocked the same as Tee.

Tabulated Thrust Blocking is figured on Allowable Bearing Pressure of Soil at 4,000 PSF. If Allowable Bearing Pressure of Soil is 2,000 PSF, the tabulated bearing area of contact to the undisturbed earth shall be doubled.



Notes:
1. All Thrust Blocking shall be constructed of poured concrete, supported with wood forms and undisturbed earth.
2. MEGA-LUG retainers shall be used.
3. All nuts, bolts and washers shall be **STAINLESS STEEL**

SHEET 1 OF 2

THRUST BLOCK DETAIL

City of Highland Park, Department of Public Works, 1150 Half Day Rd, Highland Park, IL 60035 | H.P. DWG. No. WD-1008 | SHEET 1 OF 2 | Drawn By: M.B. | Revised By: E.J. | DATE: 27th Sept. 2013 | Approved By:J.M.W.

THRUST BLOCK SCHEDULE:

FITTINGS	DIMENSIONS (FT.)			
	H	L	W	F
TEE: 16" X 16" X 16"	2.5'	3.0'	2.0'	2.5'
16" - 90°	3.0'	3.5'	2.0'	2.0'
16" - 45°	3.0'	2.0'	2.0'	2.0'
16" - 22 1/2°	2.0'	2.0'	1.5'	1.0'
TEE: 14" X 14" X 10"	2.0'	2.5'	1.5'	2.0'
14" - 90°	2.5'	3.0'	1.5'	2.0'
14" - 45°	2.0'	2.0'	1.5'	1.5'
TEE: 12" X 12" X 12"	2.0'	2.5'	1.5'	2.0'
TEE: 12" X 12" X 8"	1.5'	2.0'	1.5'	1.0'
TEE: 12" X 12" X 6"	1.0'	1.5'	1.5'	1.0'
12" - 90°	2.0'	3.0'	1.5'	2.0'
12" - 45°	1.5'	2.0'	1.5'	1.0'
12" - 22 1/2°	1.0'	1.5'	1.5'	1.0'
TEE: 10" X 10" X 10"	1.5'	2.0'	1.5'	1.5'
10" - 90°	2.0'	3.0'	1.5'	1.5'
10" - 45°	1.5'	1.5'	1.5'	1.0'

THRUST BLOCK LEGEND:

H THICKNESS
L LENGTH FROM UNEXCAVATED SOIL
W SPACE BETWEEN FITTINGS AND SOIL
F WIDTH AT FITTINGS

SHEET 2 OF 2

THRUST BLOCK DETAIL

City of Highland Park, Department of Public Works, 1150 Half Day Rd, Highland Park, IL 60035 | H.P. DWG. No. WD-1008 | SHEET 2 OF 2 | Drawn By: M.B. | Revised By: E.J. | DATE: 27th Sept. 2013 | Approved By:J.M.W.

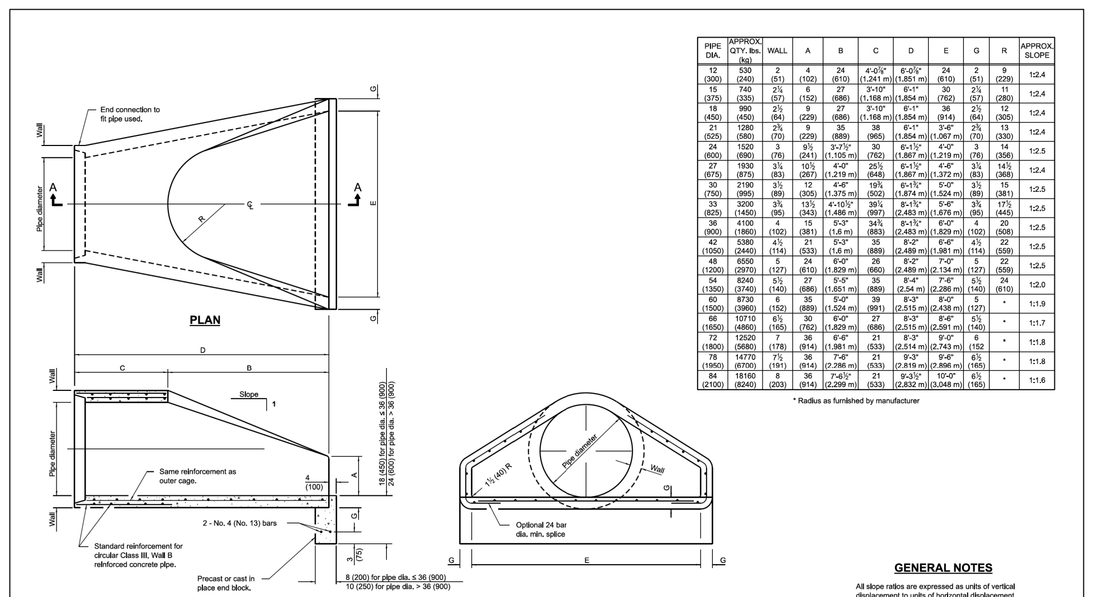
DETAILS - 1

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 11395.02_DET1
DATE: 11/25/25
JOB NO. 11395.02
SHEET D1
44 OF 46

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_DET.dgn DET1 [Sheet] User=shermanas



PIPE DIA.	APPROX. CONC. QTY. Cu. Yds. (m³)	WALL	A	B	C	D	E	G	R	APPROX. SLOPE
12 (300)	530 (240)	2 (51)	4 (102)	24 (610)	4'-0 3/4" (1,241 m/m)	6'-2 5/" (1,891 m/m)	24 (610)	2 (51)	9 (229)	12:4
15 (375)	740 (335)	2½ (57)	6 (152)	29 (737)	5'-0" (1,524 m/m)	6'-7" (1,854 m/m)	30 (762)	2½ (57)	11 (280)	12:4
18 (450)	1000 (450)	2½ (64)	8 (203)	34 (864)	5'-11" (1,803 m/m)	7'-6" (2,159 m/m)	36 (914)	2½ (64)	11 (280)	12:4
21 (525)	1280 (580)	2½ (70)	9 (229)	35 (889)	6'-11" (2,108 m/m)	8'-1" (2,464 m/m)	38 (965)	2½ (70)	13 (330)	12:4
24 (600)	1520 (690)	3 (76)	9½ (241)	3'-2½" (1,105 m/m)	30 (762)	8'-11½" (2,731 m/m)	44'-0" (1,067 m/m)	3 (76)	14 (356)	12:5
27 (675)	1830 (875)	3½ (83)	10½ (267)	4'-0" (1,219 m/m)	25½ (648)	8'-11½" (2,731 m/m)	4'-6" (1,372 m/m)	3½ (83)	14½ (368)	12:4
30 (750)	2190 (995)	3½ (89)	12 (305)	4'-4" (1,315 m/m)	19½ (502)	8'-11½" (2,731 m/m)	5'-0" (1,524 m/m)	3½ (89)	15 (381)	12:5
33 (825)	3200 (1,450)	3½ (95)	13½ (343)	4'-10½" (1,486 m/m)	39½ (1,003)	8'-11½" (2,731 m/m)	5'-6" (1,676 m/m)	3½ (95)	17½ (445)	12:5
36 (900)	4100 (1860)	4 (102)	15 (381)	5'-0" (1,6 m)	34½ (883)	8'-11½" (2,483 m/L)	6'-0" (1,829 m/C)	4 (102)	20 (508)	12:5
42 (1050)	5380 (2440)	4½ (114)	21 (533)	5'-0" (1,6 m)	35 (889)	8'-2" (2,488 m/C)	6'-6" (1,981 m/C)	4½ (114)	22 (559)	12:5
48 (1200)	6950 (2970)	5 (127)	24 (610)	6'-0" (1,829 m/C)	26 (660)	8'-2" (2,488 m/C)	7'-0" (2,134 m/C)	5 (127)	22 (559)	12:5
54 (1350)	8240 (3740)	5½ (140)	27 (686)	5'-0" (1,651 m/C)	35 (889)	8'-4" (2,54 m/C)	7'-6" (2,286 m/C)	5½ (140)	24 (610)	12:5
60 (1500)	8720 (3950)	6 (152)	30 (762)	5'-0" (1,524 m/C)	39 (991)	8'-0" (2,515 m/C)	8'-0" (2,438 m/C)	6 (152)	25 (635)	*	1:1.9
66 (1650)	14720 (4650)	6½ (165)	33 (838)	7'-0" (2,133 m/C)	21 (533)	8'-3" (2,515 m/C)	9'-0" (2,743 m/C)	6½ (165)	27½ (699)	*	1:1.7
72 (1800)	12920 (5680)	7 (178)	36 (914)	6'-6" (1,981 m/C)	21 (533)	8'-3" (2,514 m/C)	9'-0" (2,743 m/C)	6 (152)	30 (762)	*	1:1.8
78 (1950)	14720 (6700)	7½ (191)	36 (914)	7'-0" (2,786 m/C)	21 (533)	8'-3" (2,619 m/C)	9'-6" (2,896 m/C)	6½ (165)	32½ (826)	*	1:1.8
84 (2100)	18160 (8240)	8 (203)	36 (914)	7'-6½" (2,299 m/C)	21 (533)	8'-3½" (2,832 m/C)	10'-0" (3,048 m/C)	6½ (165)	35 (889)	*	1:1.6

* Radius as furnished by manufacturer

Illinois Department of Transportation
APPROVED 1/1/2011 — Engineer of Bridges and Structures
APPROVED 1/1/2020 — Engineer of Bridges and Structures
BRIDGE 1 of 1

GENERAL NOTES

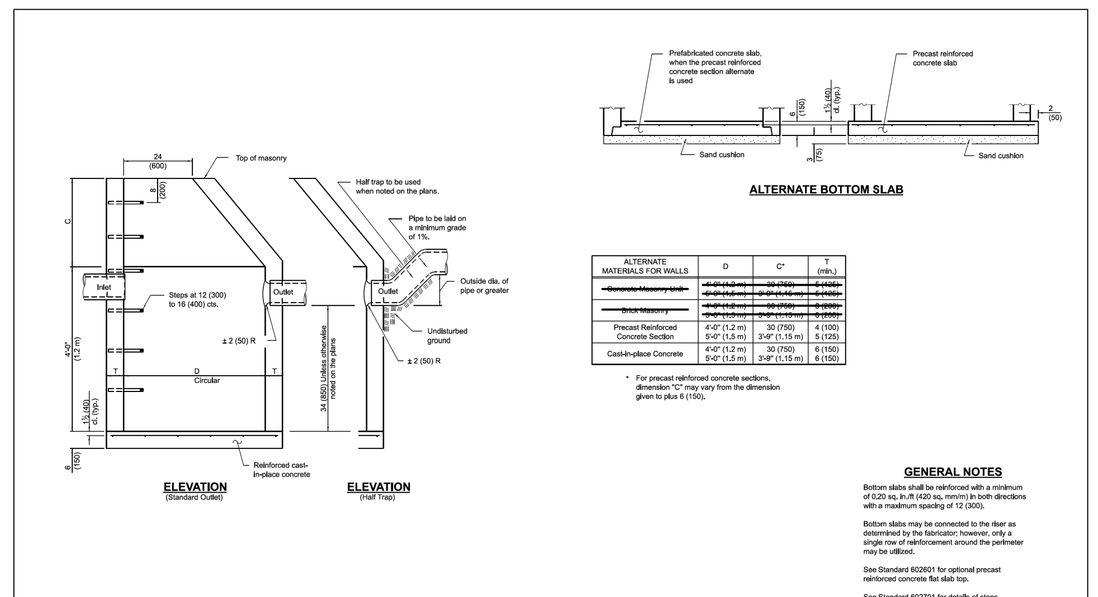
All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-11	Clarified ref. to pipe dia. on Section A-A, Changed 'Inner' to 'outer' cage, ref.
1-1-09	Switched units to English (metric).

PRECAST REINFORCED CONCRETE FLARED END SECTION

STANDARD 542301-03



ALTERNATE MATERIALS FOR WALLS	D	C*	T (min.)
~~Concrete Masonry Unit~~	~~6'-0" (1,8 m)~~	~~30 (750)~~	~~5 (125)~~
	~~8'-0" (2,4 m)~~	~~2'-0" (1,15 m)~~	~~5 (125)~~
~~Segmental~~	~~6'-0" (1,8 m)~~	~~30 (750)~~	~~5 (125)~~
	~~8'-0" (2,4 m)~~	~~2'-0" (1,15 m)~~	~~5 (125)~~
Precast Reinforced Concrete Section	4'-0" (1,2 m)	30 (750)	4 (100)
	6'-0" (1,5 m)	3'-0" (1,15 m)	5 (125)
Cast-in-place Concrete	4'-0" (1,2 m)	30 (750)	6 (150)
	6'-0" (1,5 m)	3'-0" (1,15 m)	6 (150)

* For precast reinforced concrete sections, dimension "C" may vary from the dimension given to plus 6 (150).

GENERAL NOTES

Bottom slabs shall be reinforced with a minimum of 0.20 sq. in./ft (420 sq. mm/m) in both directions with a maximum spacing of 12 (300).

Bottom slabs may be connected to the riser as determined by the fabricator; however, only a single row of reinforcement around the perimeter may be utilized.

See Standard 602601 for optional precast reinforced concrete flat slab top.

See Standard 602701 for details of steps.

All dimensions are in Inches (millimeters) unless otherwise shown.

Illinois Department of Transportation
APPROVED 1/1/2011 — Engineer of Bridges and Structures
APPROVED 1/1/2020 — Engineer of Bridges and Structures
BRIDGE 1 of 1

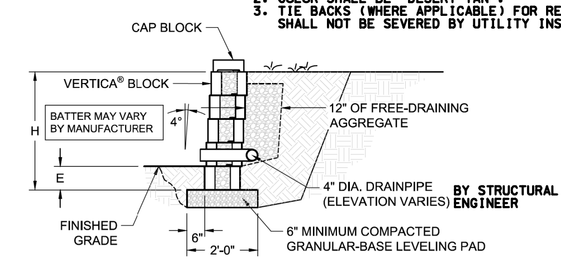
DATE	REVISIONS
1-1-11	Added 'Outside' to half trap note.
	Detail rein. in slabs. Revised general notes.
1-1-09	Switched units to English (metric).

CATCH BASIN TYPE A

STANDARD 602001-02

OR APPROVED SIMILAR

SPACECO NOTES:
1. STRUCTURAL DESIGN IS REQUIRED FOR WALLS GREATER THAN 30" IN HEIGHT. DESIGN TO BE BY WALL MANUFACTURER AND/OR STRUCTURAL ENGINEER AND MUST BE SIGNED AND SEALED BY A LICENSED STRUCTURAL ENGINEER IN ORDER TO BE APPROVED BY THE MUNICIPALITY. CONTRACTOR TO COORDINATE STRUCTURAL DESIGN WITH WALL MANUFACTURER AND OBTAIN MUNICIPAL APPROVAL OF DESIGN PRIOR TO CONSTRUCTION. STRUCTURAL DESIGN SHALL INCLUDE DESIGN OF UNDERDRAIN SYSTEM.
2. COLOR SHALL BE "DESERT TAN".
3. TIE BACKS (WHERE APPLICABLE) FOR RETAINING WALLS SHALL NOT BE SEVERED BY UTILITY INSTALLATIONS.

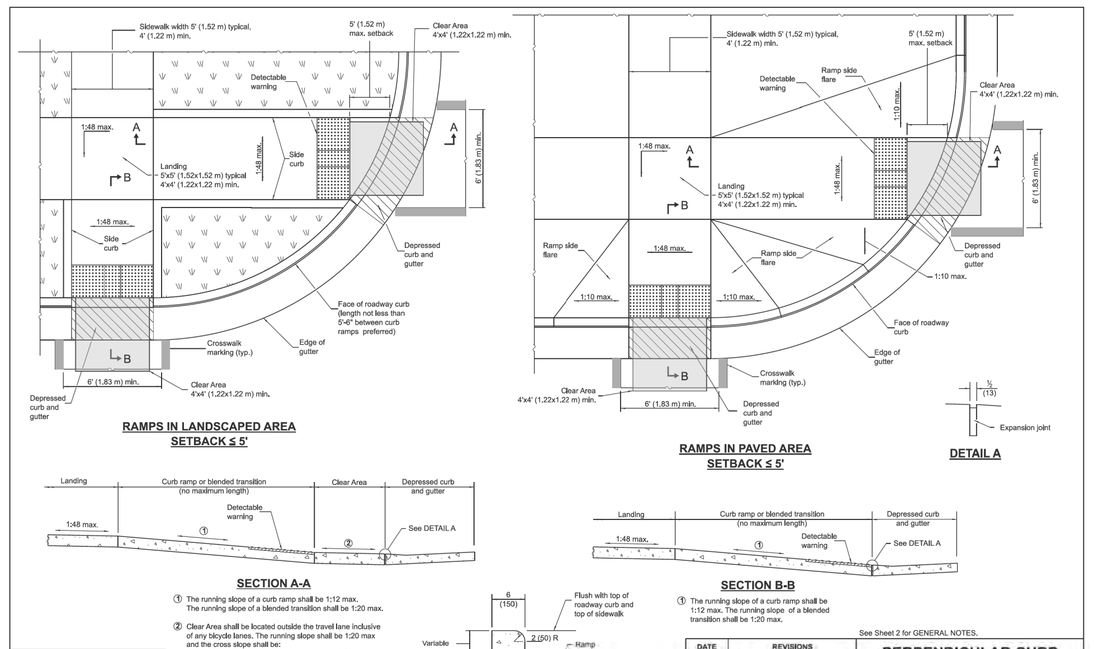


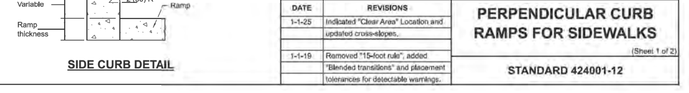
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www.anchorwall.com

This drawing is for illustrative purposes only and should not be used for construction without the signature of a registered professional engineer.

Vertica® Straight Face Retaining Wall System
Typical Gravity Cross Section

Scale: 3/8" = 1'-0" | Drawn by: JB
Date: 1/19/2016 | Drawing number: VTST07





① The running slope of a curb ramp shall be 1:12 max. The running slope of a blended transition shall be 1:20 max.

② Clear Area shall be located outside the travel lane inclusive of any bicycle lanes. The running slope shall be 1:20 max and the cross slope 1:48 max.
- Signalized/Uncontrolled Intersection - 1:20
- Yield/Stop Controlled Intersection - 1:48
- Midblock - grade of the road

See Sheet 2 for GENERAL NOTES...

Illinois Department of Transportation
APPROVED 1/1/2020 — Engineer of Highway Standards
APPROVED 1/1/2020 — Engineer of Bridges and Structures
BRIDGE 1 of 1

DATE	REVISIONS
1-1-20	Indicated "Clear Area" Location and updated cross-slopes.
1-1-18	Removed "15-foot rule", added "Blended transitions" and placement tolerances for detectable warnings.

PERPENDICULAR CURB RAMPS FOR SIDEWALKS (Sheet 1 of 2)

STANDARD 424001-12



ALTERNATE MATERIALS FOR WALLS	T
~~ENGR MASONRY~~	~~5 (125)~~
CAST-IN-PLACE CONCRETE	6 (150)
~~SEGMENTAL MASONRY UNIT~~	~~5 (125)~~
PRECAST REINFORCED CONCRETE SECTION	3 (75)

GENERAL NOTES

Bottom slabs shall be reinforced with a minimum of 0.24 sq. in./ft. (510 sq. mm/m) in both directions with a maximum spacing of 10 (250).

Bottom slabs may be connected to the riser as determined by the fabricator; however, only a single row of reinforcement around the perimeter may be utilized.

All dimensions are in inches (millimeters) unless otherwise shown.

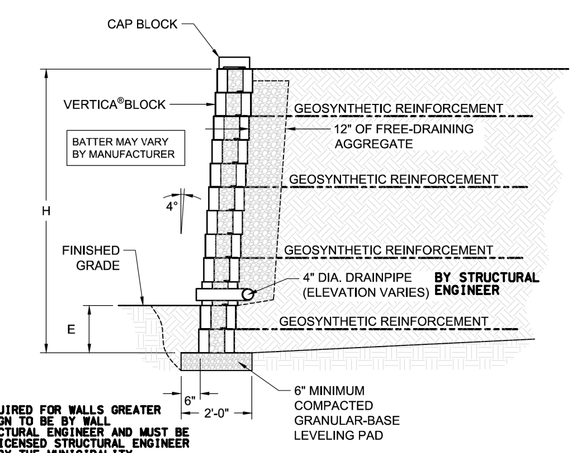
Illinois Department of Transportation
APPROVED 1/1/2014 — Engineer of Bridges and Structures
APPROVED 1/1/2014 — Engineer of Bridges and Structures
BRIDGE 1 of 1

DATE	REVISIONS
1-1-14	Increased height to 72 (1800) maximum.
1-1-11	Detailed min. in slabs. Added max. limit to height. Added general notes.

INLET - TYPE A

STANDARD 602301-04

OR APPROVED SIMILAR



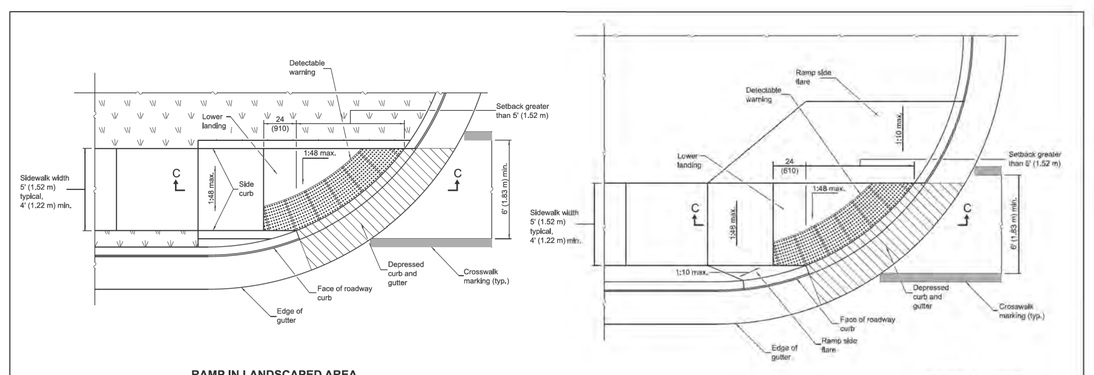
SPACECO NOTES:
1. STRUCTURAL DESIGN IS REQUIRED FOR WALLS GREATER THAN 30" IN HEIGHT. DESIGN TO BE BY WALL MANUFACTURER AND/OR STRUCTURAL ENGINEER AND MUST BE SIGNED AND SEALED BY A LICENSED STRUCTURAL ENGINEER IN ORDER TO BE APPROVED BY THE MUNICIPALITY. CONTRACTOR TO COORDINATE STRUCTURAL DESIGN WITH WALL MANUFACTURER AND OBTAIN MUNICIPAL APPROVAL OF DESIGN PRIOR TO CONSTRUCTION. STRUCTURAL DESIGN SHALL INCLUDE DESIGN OF UNDERDRAIN SYSTEM.
2. COLOR SHALL BE "DESERT TAN".
3. TIE BACKS (WHERE APPLICABLE) FOR RETAINING WALLS SHALL NOT BE SEVERED BY UTILITY INSTALLATIONS.

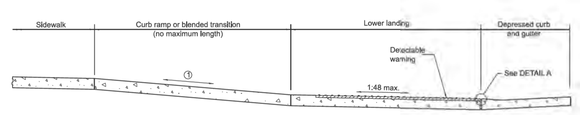
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Vertica® Straight Face Retaining Wall System
Typical Reinforced Cross Section

Scale: 3/8" = 1'-0" | Drawn by: JB
Date: 1/19/2016 | Drawing number: VTST06





① The running slope of a curb ramp shall be 1:12 max. The running slope of a blended transition shall be 1:20 max.

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where 1:48 maximum slope is shown, 1:64 is preferred.

Detectable warnings are shown in their ideal locations but the following placement tolerances are allowed.

Slide Curbs – Detectable warnings should extend the full width of the walking surface (excluding flared sides) but a border along each side up to 2 in. (50 mm) in width is allowed.

Curb Setback - Detectable warnings located at the back of curb should closely align with the curb but a gap up to 6 in. (150 mm) behind the curb is allowed.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

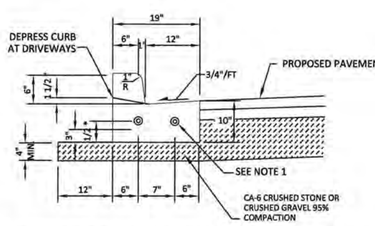
All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation
APPROVED 1/1/2020 — Engineer of Highway Standards
APPROVED 1/1/2020 — Engineer of Bridges and Structures
BRIDGE 1 of 1

DATE	REVISIONS

PERPENDICULAR CURB RAMPS FOR SIDEWALKS (Sheet 2 of 2)

STANDARD 424001-12





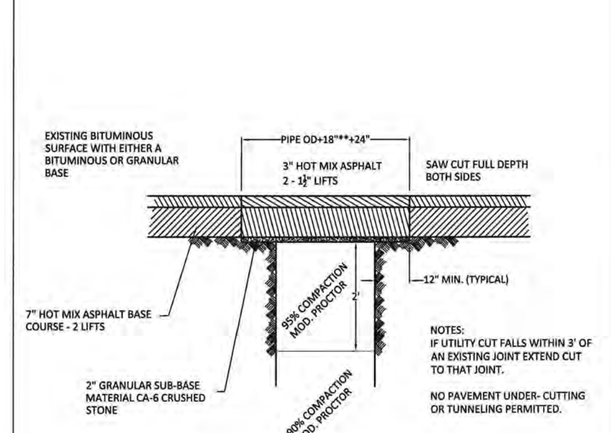
NOTES:
1. EXPANSION JOINTS W/ 3/4 " PREFORMED EXPANSION JOINT MATERIAL & TWO (2) SMOOTH 1-1/4" EPOXY COATED DOWEL BARS WITH GREASE CAPS SHALL BE PLACED:
   a. AT ENDS OF INTERSECTION RADII, P.C.'S, RADIUS POINTS, & BACK OF CUL-DE-SACS
   b. 5 FT. ON EACH SIDE OF DRAINAGE STRUCTURES
   c. MAX. OF 60 FT. INTERVALS
   d. WHERE NEW CURB MEETS EXISTING CURB, THE EXISTING CURB SHALL BE DRILLED AND TWO (2) SMOOTH 1-1/4" DOWEL BARS GROUTED IN PLACE W/ THE GREASE CAP PLACED ON THE SIDE OF THE NEW CURB & GUTTER.
2. TOOL OR SAWCUT CONTRACTION JOINTS AT 15 FT. INTERVALS.
3. SAWCUTS SHALL BE MADE WITHIN TWENTY-FOUR (24) HRS. AND SEALED W/ JOINT SEALANT, JOINTS SHALL BE CLEAN AND DRY PRIOR TO APPLICATION OF SEALANT.

City of Highland Park
Department of Public Works
1150 Half Day Rd, Highland Park, IL 60035

TYPE B-6.12 CURB & GUTTER DETAIL

H.P. DWG. No. STR-1036
Drawn By: M.B.
Revised By: E.J.

DATE: 27th Sept. 2013
Approved By: J.M.W.



NOTES:
IF UTILITY CUT FALLS WITHIN 3' OF AN EXISTING JOINT EXTEND CUT TO THAT JOINT.

NO PAVEMENT UNDER- CUTTING OR TUNNELING PERMITTED.

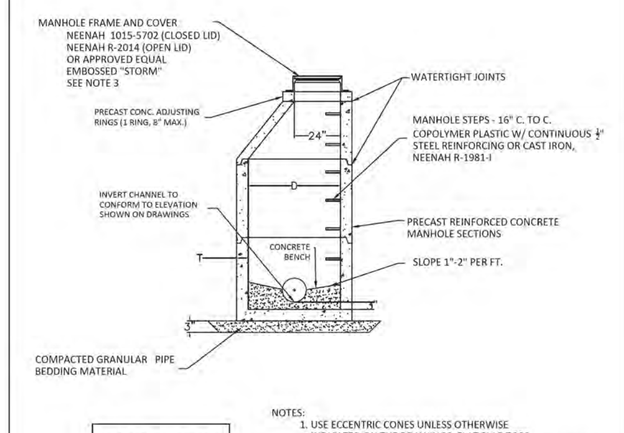
** ADD ANOTHER 18" FOR TRENCH DEEPER THAN 5' &/OR FOR EXCAVATION W/ TRENCH PROTECTIONS AS REQ'D. IN IDOT STD Art . 550.04

City of Highland Park
Department of Public Works
1150 Half Day Rd, Highland Park, IL 60035

BITUMINOUS PAVEMENT PATCH DETAIL

H.P. DWG. No. STR-1035
Drawn By: M.B.
Revised By: E.J.

DATE: 8th Jan. 2013
Approved By:J.M.W.



NOTES:
1. USE ECCENTRIC CONES UNLESS OTHERWISE INDICATED ON THE DRAWINGS. FLAT SLAB TOPS PERMITTED ONLY FOR MANHOLES TOO SHALLOW FOR CONES.
2. USE:
   4'-0" DIAMETER FOR SEWER SIZES 12" THRU 24".
   5'-0" DIAMETER FOR SEWER SIZES 27" AND LARGER UNLESS OTHERWISE NOTED.
3. FOR CLOSED LIDS USE ITEM: HIGHLAND PARK FRAME LID (SPECIAL)

City of Highland Park
Department of Public Works
1150 Half Day Rd, Highland Park, IL 60035

STORM SEWER MANHOLE DETAIL

H.P. DWG. No. ST-1013
Drawn By: M.B.
Revised By: JPZ

DATE: 26th March 2019
Approved By:

DETAILS - 2

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

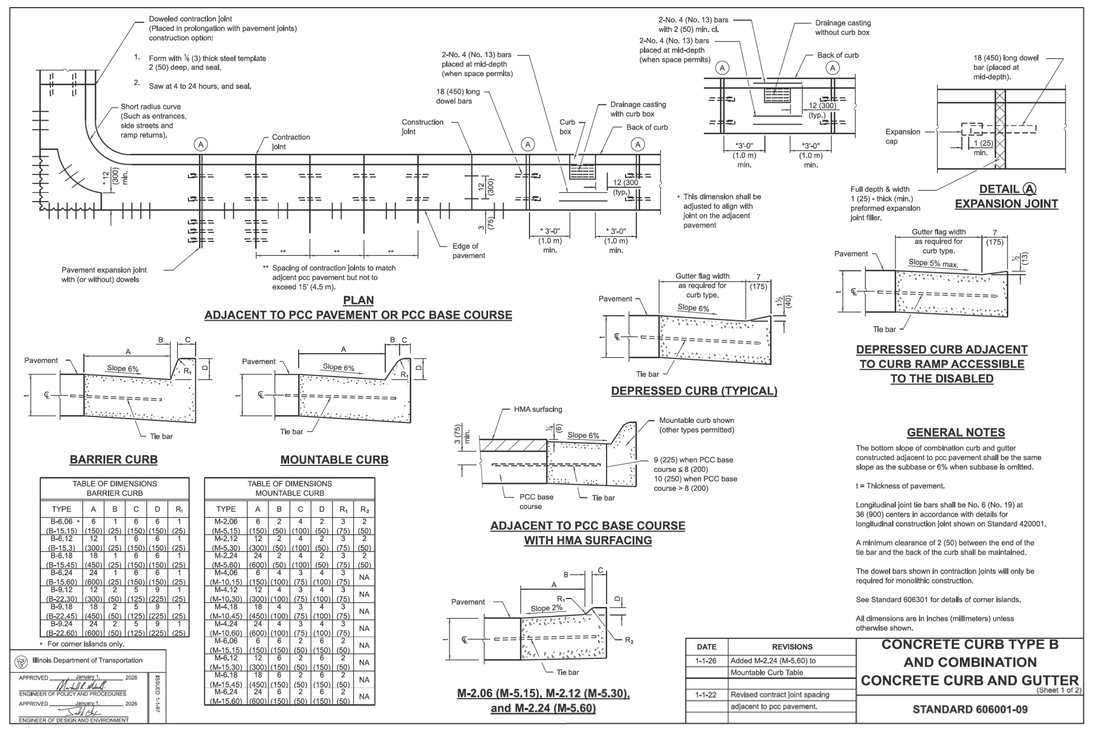
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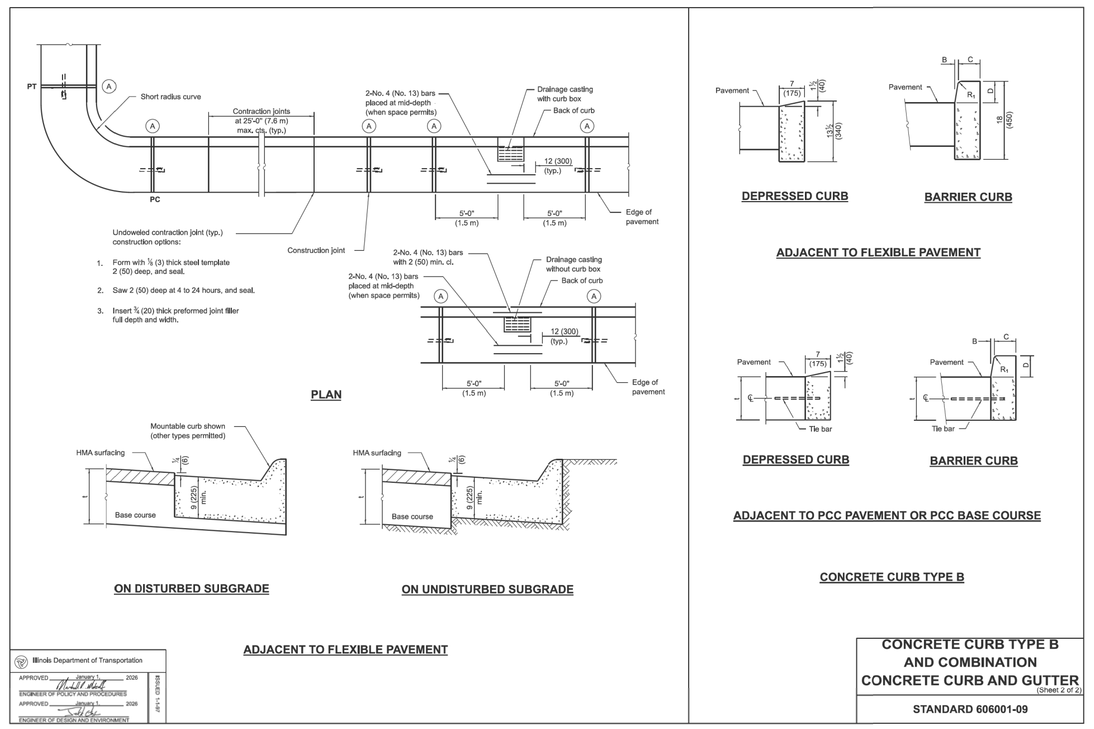
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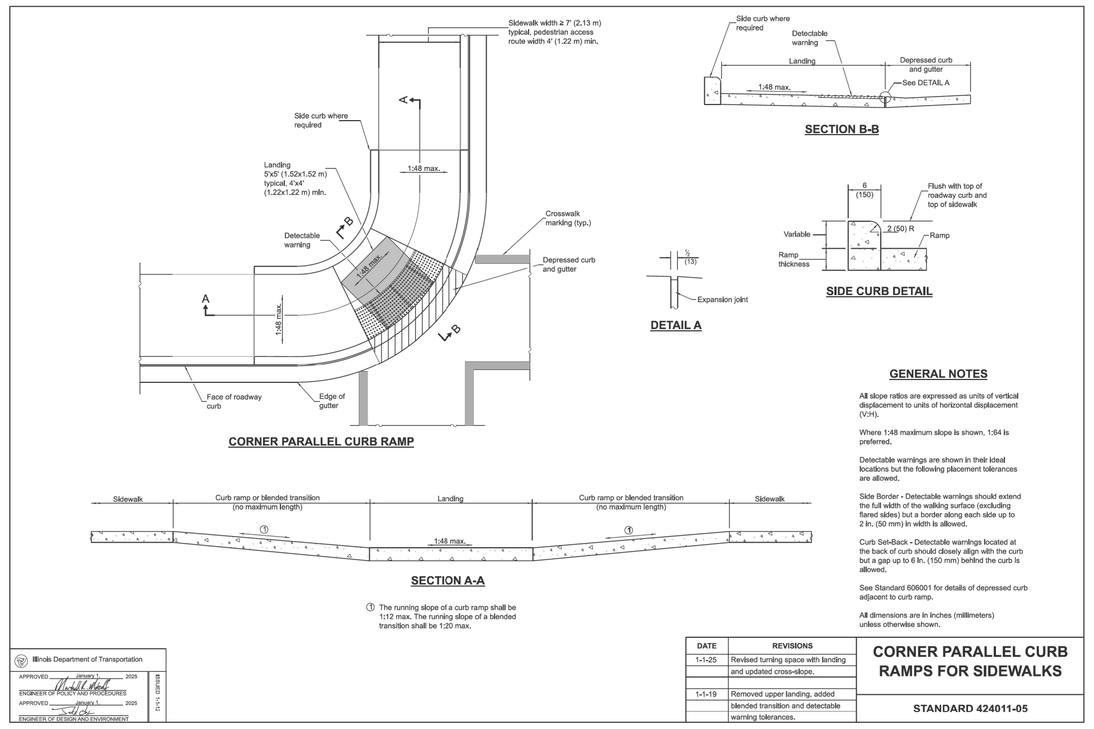
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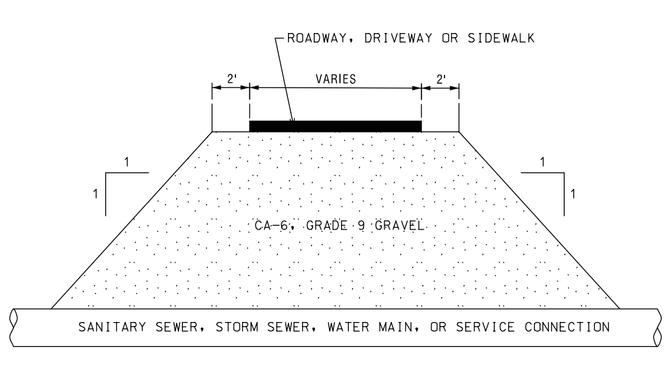
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TRENCH BACKFILL LIMITS
NOT TO SCALE

1 GRANULAR TRENCH BACKFILL SHALL BE PROVIDED WITHIN TWO (2) FEET OF EXISTING OR PROPOSED PAVEMENT, CURB & GUTTER, AND SIDEWALK. TRENCH BACKFILL SHALL BE CA-6. MACHINE BACKFILL OF EXCAVATED MATERIAL IN OTHER LOCATIONS.

2 GRANULAR BEDDING MATERIAL SHALL BE CA-11 OR CA-13 FOR SANITARY SEWER AND STORM SEWER AND IDOT CA-6, CRUSHED STONE 3/4" TO 1/4" IN SIZE (NO.67 ASTM D-448) FOR WATERMAIN TAMPED INTO PLACE AS SHOWN. FLEXIBLE PIPE: BEDDING, HAUNCHING, AND INITIAL BACKFILL TO BE CA-11 OR CA-13 RIGID PIPE: BEDDING AND HAUNCHING TO BE CA-11 OR CA-13 FOR SEWERS ANDCA-6 FOR WATERMAIN

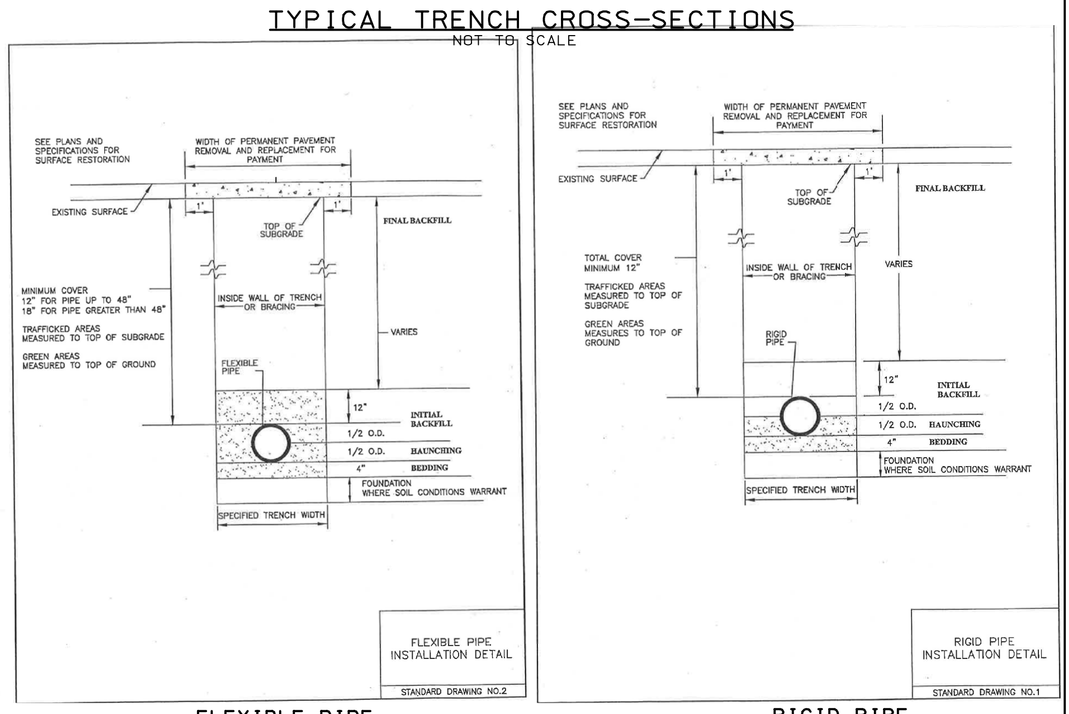
3 UNSUITABLE MATERIAL TO BE REMOVED AND REPLACED (WHERE DIRECTED) WITH GRANULAR MATERIAL AND PAID FOR SEPARATELY.

4 PIPE DIAMETER 8" AND LESS ----TRENCH WIDTH = 18" PIPE DIAMETER 8" AND LARGER---TRENCH WIDTH = (1.5 X PIPE DIA.) + 8"

NOTES:

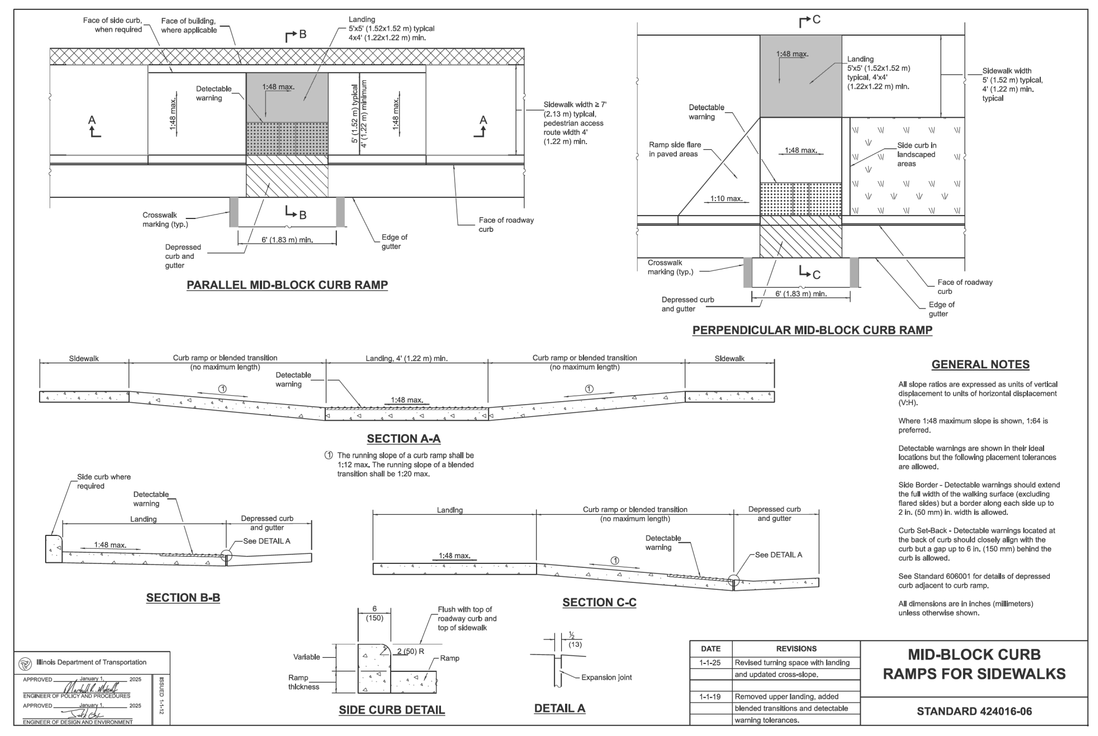
1. THE COST OF ALL GRANULAR BEDDING (ITEM 2) TO BE MERGED WITH THE PIPE.
2. THE COST OF ALL GRANULAR TRENCH BACKFILL (ITEM 1) TO BE PAID PER LINEAR FOOT UNLESS OTHERWISE NOTED IN SPECIAL PROVISIONS.
3. TRENCH DETAILS SHOWN ARE PER STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS

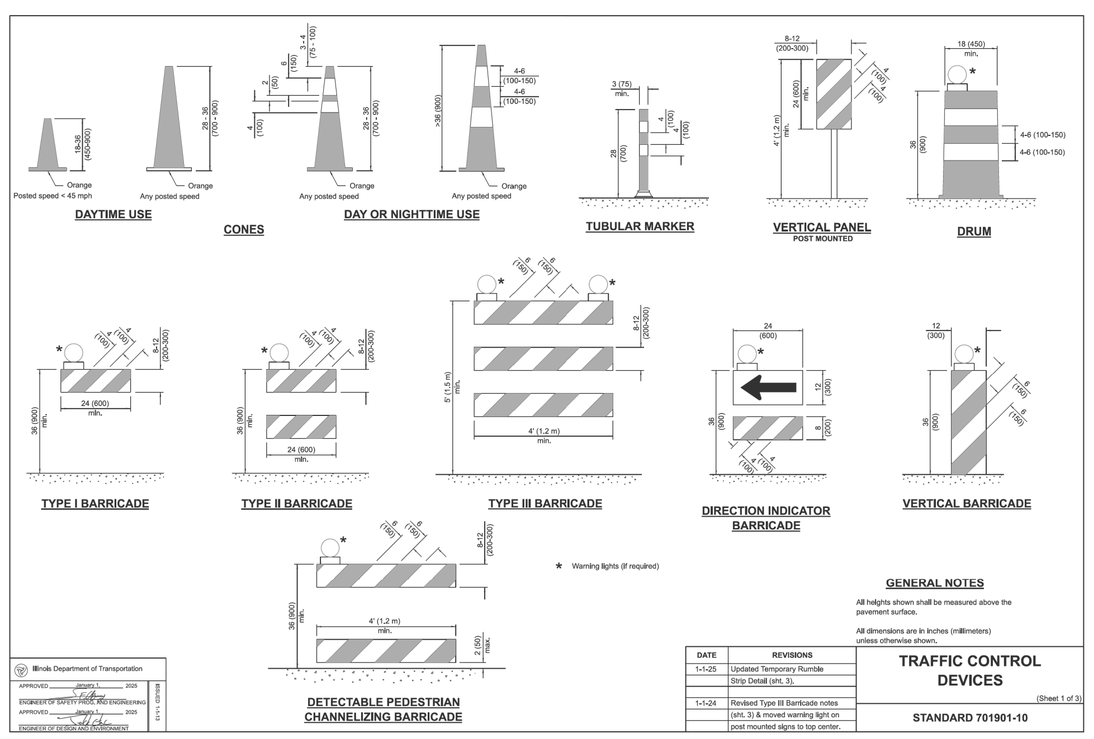
TYPICAL TRENCH CROSS-SECTIONS
NOT TO SCALE

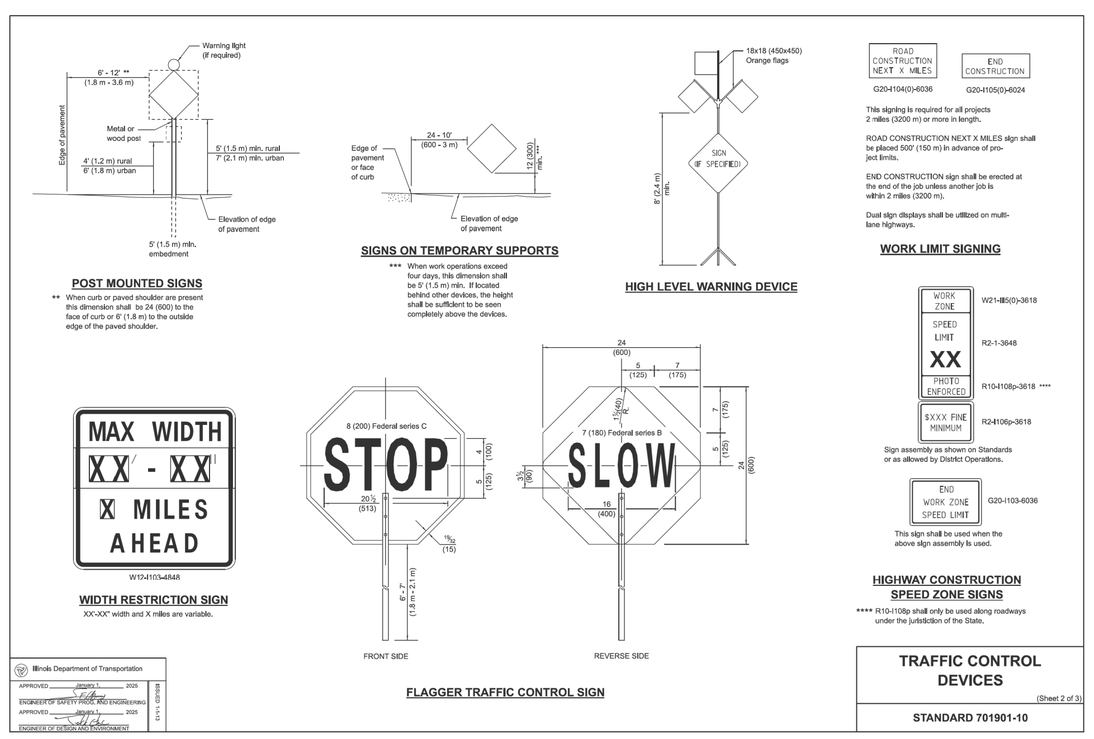


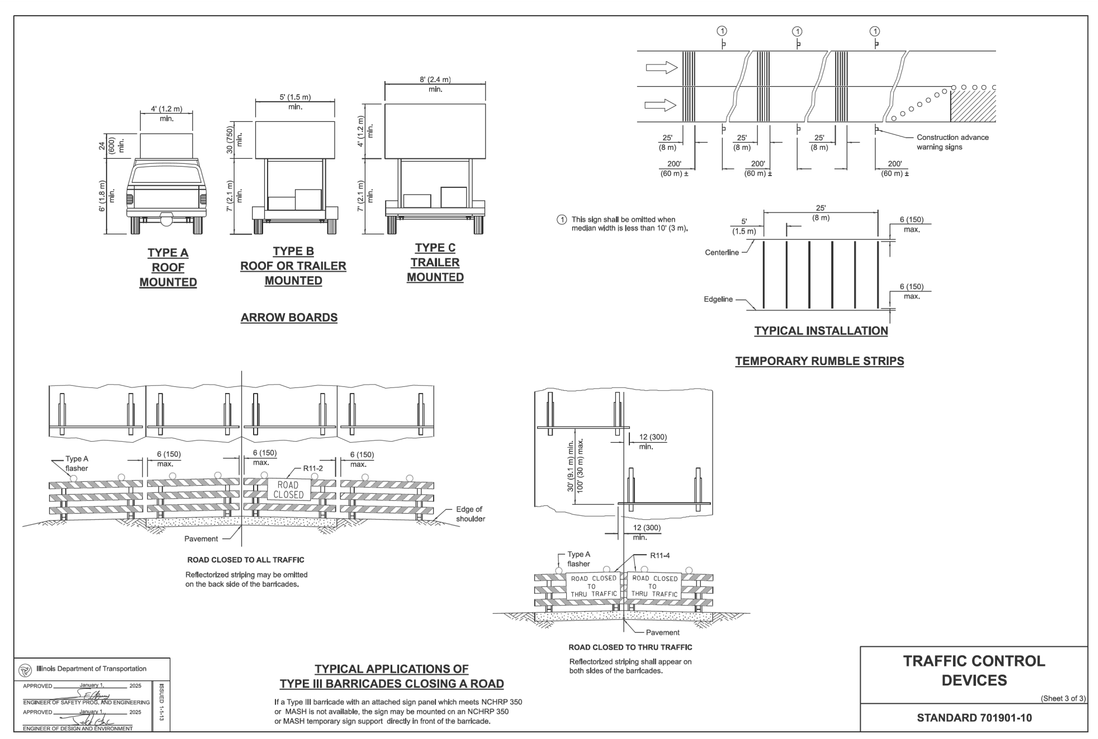
FLEXIBLE PIPE INSTALLATION DETAIL

RIGID PIPE INSTALLATION DETAIL









THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

DETAILS - 3

NO.	DATE	REMARKS

Spaceco
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Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 11395.02_DET3
DATE: 11/25/25
JOB NO. 11395.02
SHEET DET3
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LAKE COUNTY PUBLIC WORKS
650 W. WINCHESTER ROAD
LIBERTYVILLE, ILLINOIS 60048
PHONE: (847) 377-7500

DEVELOPER
RED CUP LAND COMPANY, LLC
2401 N. HALSTED STREET, SUITE 200
CHICAGO, ILLINOIS 60614
PHONE: (773) 975-5724

ARCHITECT
CORNERSTONE ARCHITECTS, LTD.
1152 SPRING LAKE DRIVE
ITASCA, ILLINOIS 60143
PHONE: (630) 773-8363

CALL J.U.L.I.E. 1-800-892-0123
WITH THE FOLLOWING:
COUNTY LAKE
CITY, TOWNSHIP HIGHLAND PARK
SEC. & ¼ SEC. NO. S27 T43N R12E
48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN. & HOLIDAYS

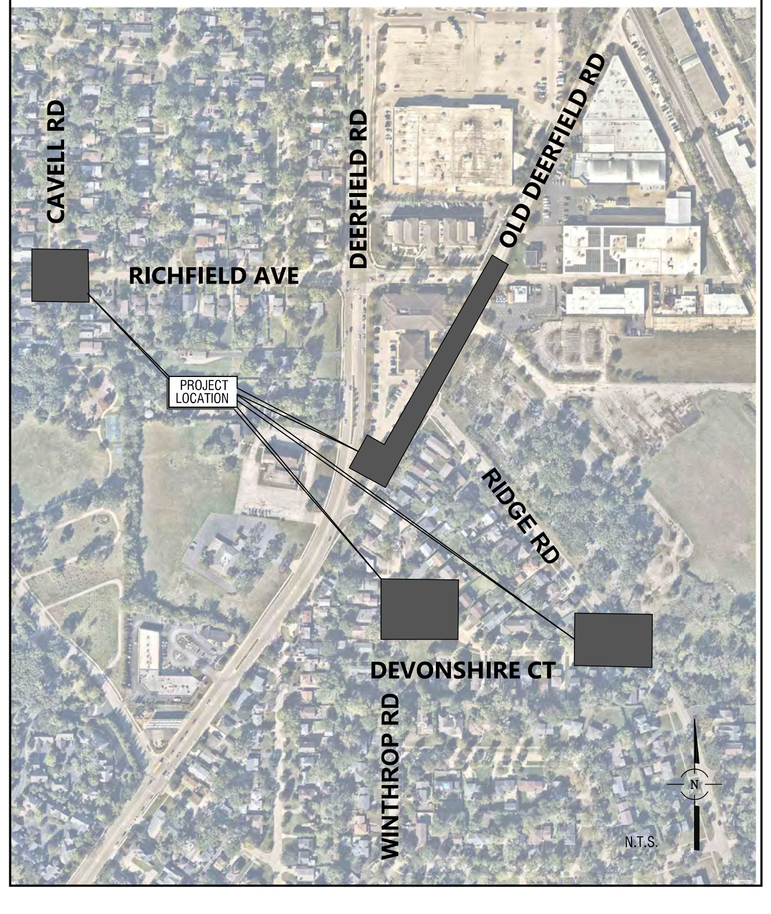
BENCHMARK
ELEVATION:
DESCRIPTION: SEE SHEET GN FOR BENCHMARK INFORMATION

NOTE:
SPACECO, INC. IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

SITE IMPROVEMENT PLANS
for
THE RESIDENCES OF HIGHLAND PARK OFF-SITE
HIGHLAND PARK
LAKE COUNTY, ILLINOIS
PROJECT NO:11395.02

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2	GN	TYPICAL SECTIONS & GENERAL NOTES
3	ET1	OLD DEERFIELD ROAD EXISTING CONDITIONS PLAN
4-6	REM1-REM3	REMOVAL PLANS
7	GM1	OLD DEERFIELD ROAD GEOMETRIC PLAN
8	GR1	OLD DEERFIELD ROAD GRADING PLAN
9	UT1	OLD DEERFIELD ROAD UTILITY PLAN
10	ENG2	DEERFIELD ROAD ENGINEERING PLAN
11	ENG3	CROSSWALKS ENGINEERING PLANS
12	S1	SPECIFICATIONS
13	DET1	DETAILS



REVISIONS

ORIGINAL PLAN DATE: NOVEMBER 25, 2025

#	SHEET #	REMARKS	DATE
1	2,7,10	PER CITY	12/23/25
2	4,7,8	PER CITY	01/15/26
3	7	PER CITY	01/27/26

ENGINEER
BRETT M. DUFFY, P.E.
ILLINOIS REGISTRATION NO.: 062-053198
EXPIRATION DATE: 11/30/2027

PROFESSIONAL DESIGN FIRM NO.: 184-001157
EXPIRATION DATE: 04/30/2027

THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT THE SIGNATURE , SEAL, AND EXPIRATION DATE OF SEAL OF THE ENGINEER

01/27/26
DATE

LICENSED PROFESSIONAL ENGINEER
BRETT M. DUFFY
NO. 062-053198
ILLINOIS

THE RESIDENCES OF HIGHLAND PARK - OFF-SITE
HIGHLAND PARK, ILLINOIS

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

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 11395.02_OFS-TITLE
DATE: 11/25/25
JOB NO. 11395.02
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GENERAL NOTES

1. REFERENCED CODES

A. ALL PAVEMENT AND STORM SEWER CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SSRBC), AND SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS; ADOPTED APRIL 1, 2016 BY ILLINOIS DEPARTMENT OF TRANSPORTATION AND ALL AMENDMENTS THERETO; AND IN ACCORDANCE WITH THE LATEST EDITION OF THE CODE OF THE MUNICIPALITY; EXCEPT AS MODIFIED HEREIN. IN CASE OF CONFLICT, MUNICIPAL CODE SHALL TAKE PRECEDENCE.

B. ALL SANITARY SEWER AND WATERMAIN CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, PUBLISHED JANUARY 2014, AND IN ACCORDANCE WITH THE CODE OF THE MUNICIPALITY; EXCEPT AS MODIFIED HEREIN OR BY ANY PUBLIC AGENCY PERMITS ISSUED FOR THIS WORK. IN CASE OF CONFLICT, THE MORE RESTRICTIVE PROVISIONS SHALL APPLY.

C. ALL SIDEWALK AND PUBLIC AREAS MUST BE CONSTRUCTED IN ACCORDANCE WITH CURRENT ADA, ILLINOIS HANDICAP ACCESSIBILITY AND ANY APPLICABLE LOCAL ORDINANCES. WHEN CONFLICTS EXIST BETWEEN THE GOVERNING AGENCIES, THE MORE STRINGENT SHALL GOVERN.

D. THE CITED STANDARD SPECIFICATIONS, CODES AND PERMITS, WITH THESE CONSTRUCTION PLANS AND DETAILS, ARE ALL TO BE CONSIDERED PART OF THE CONTRACT. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE CONSIDERED A PART OF THIS CONTRACT.

2. UTILITY LOCATIONS

A. THE UTILITY COMPANIES HAVE BEEN CONTACTED IN REFERENCE TO UTILITIES THEY OWN AND OPERATE WITHIN THE LIMITS FOR THIS PROJECT. DATA FROM THESE AGENCIES HAS BEEN INCORPORATED INTO THE PLANS. IT IS, HOWEVER, THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM OR ESTABLISH THE EXISTENCE OF ALL UTILITY FACILITIES AND THEIR EXACT LOCATIONS, AND TO SAFELY SCHEDULE ALL UTILITY RELOCATIONS. FOR ADDITIONAL INFORMATION, THE AGENCIES LISTED ON THIS SHEET MAY BE CONTACTED.

B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES IN THE FIELD PRIOR TO CONSTRUCTION AND SHALL ALSO BE RESPONSIBLE FOR THE MAINTENANCE AND PRESERVATION OF THESE FACILITIES. THE ENGINEER DOES NOT WARRANT THE LOCATION OF ANY EXISTING UTILITIES SHOWN ON THE PLAN. THE CONTRACTOR SHALL CALL J.U.L.I.E. AT 800-892-0123 AND THE MUNICIPALITY, FOR UTILITY LOCATIONS. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND THE MUNICIPALITY TWENTY-FOUR (24) HOURS PRIOR TO STARTING ANY CONSTRUCTION.

C. EASEMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE, AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION IN THE FIELD OF THESE UTILITY LINES AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH LOCATIONS OF THE NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.

3. UTILITY COORDINATION

A. OWNER SHALL OBTAIN EASEMENTS AND PERMITS NECESSARY TO FACILITATE CONSTRUCTION OF THE PROPOSED UTILITIES. THE CONTRACTOR, HOWEVER, SHALL FURNISH ALL REQUIRED BONDS AND EVIDENCE OF INSURANCE NECESSARY TO SECURE THESE PERMITS.

B. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE NATURE AND STATUS OF ALL UTILITY RELOCATION WORK PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO ENSURE THAT CONSTRUCTION OPERATIONS DO NOT INTERFERE WITH UTILITY FACILITIES AND RELOCATION WORK. THE SCHEDULE SHOULD REFLECT CONSTRUCTION SEQUENCING WHICH COORDINATES WITH ALL UTILITY RELOCATION WORK. THE CONTRACTOR SHALL BE REQUIRED TO ADJUST THE ORDER OF ITS WORK FROM TIME TO TIME, TO COORDINATE SAME WITH UTILITY RELOCATION WORK, AND SHALL PREPARE REVISED SCHEDULE(S) IN COMPLIANCE THEREWITH AS DIRECTED BY THE OWNER.

C. THE OWNER AND THE ENGINEER SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY OPERATION REQUIRING COOPERATION WITH OTHERS. AT&T SHALL BE CONTACTED ONE MONTH PRIOR TO START OF CONSTRUCTION IN ITS UTILITY AREAS. ALL OTHER AGENCIES, UNLESS OTHERWISE NOTED, SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR TEN (10) DAYS PRIOR TO THE START OF ANY SUCH OPERATION.

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

5. ALL PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED SURFACE ELEVATIONS, UNLESS OTHERWISE SPECIFIED.

6. UPON AWARDING OF THE CONTRACT, AND WHEN REQUIRED BY THE MUNICIPALITY OR OWNER, THE CONTRACTOR SHALL FURNISH A LABOR, MATERIAL AND PERFORMANCE BOND IN THE AMOUNT REQUIRED GUARANTEEING COMPLETION OF THE WORK. THE UNDERWRITER SHALL BE ACCEPTABLE TO THE MUNICIPALITY OR OWNER, AS APPROPRIATE.

7. THE CONTRACTORS SHALL PLAN THEIR WORK BASED ON THEIR OWN BORINGS, EXPLORATIONS AND OBSERVATIONS TO DETERMINE SOIL CONDITIONS AT THE LOCATION OF THE PROPOSED WORK. HOWEVER, IF THE OWNER HAS A SOILS REPORT, THE RESULTS WILL BE AVAILABLE FROM THE OWNER UPON WRITTEN REQUEST.

8. CONTRACTOR SHALL VIDEO TAPE WORK AREA PRIOR TO CONSTRUCTION FOR THE PURPOSE OF DOCUMENTING EXISTING CONDITIONS.

9. COMMENCING CONSTRUCTION

A. THE CONTRACTOR SHALL NOTIFY THE OWNER AND/OR HIS REPRESENTATIVE AND THE AFFECTED GOVERNMENTAL AGENCIES IN WRITING AT LEAST THREE FULL WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION, IN ADDITION, THE CONTRACTOR SHALL NOTIFY AS NECESSARY, ALL TESTING AGENCIES, EITHER MUNICIPALITY'S OR THE OWNER'S, SUFFICIENTLY IN ADVANCE OF CONSTRUCTION. ALL MATERIAL TESTING SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE CONTRACTOR. THE TESTING AGENCY SHALL MEET THE APPROVAL OF THE OWNER.

B. FAILURE OF CONTRACTOR TO ALLOW PROPER NOTIFICATION TIME WHICH RESULTS IN TESTING COMPANIES TO BE UNABLE TO VISIT SITE AND PERFORM TESTING WILL CAUSE CONTRACTOR TO SUSPEND OPERATION (PERTAINING TO TESTING) UNTIL TESTING AGENCY CAN SCHEDULE TESTING OPERATIONS. COST OF SUSPENSION OF WORK TO BE BORNE BY CONTRACTOR.

10. ALL CONTRACTORS SHALL KEEP ACCESS AVAILABLE AT ALL TIMES FOR ALL TYPES OF TRAFFIC. AT NO TIME SHALL ACCESS BE DENIED TO ADJACENT PROPERTIES.

11. THE CONTRACTOR SHALL PRESERVE ALL CONSTRUCTION STAKES UNTIL THEY ARE NO LONGER NEEDED. ANY STAKES DESTROYED OR DISTURBED BY THE CONTRACTOR PRIOR TO THEIR USE SHALL BE RESET BY THE DEVELOPER'S ENGINEER AT CONTRACTOR'S COST.

12. ANY EXISTING SIGNS, LIGHT STANDARDS AND UTILITY POLES WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND NOT NOTED FOR DISPOSAL SHALL BE REMOVED AND RESET BY THE CONTRACTOR AT HIS OWN EXPENSE AS SHOWN ON THE ENGINEERING PLANS OR AS DIRECTED BY THE DEVELOPER. ANY DAMAGE TO THESE ITEMS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS OWN EXPENSE TO THE SATISFACTION OF THE OWNER. ANY SIGNS NOT REQUIRED TO BE RESET, SHALL BE DELIVERED TO THE RESPECTIVE OWNERS.

13. REMOVAL OF SPECIFIED ITEMS, INCLUDING BUT NOT LIMITED TO, PAVEMENT, SIDEWALK, CURB, CURB AND GUTTER, CULVERTS, ETC. SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE. HE IS RESPONSIBLE FOR ANY PERMIT REQUIRED FOR SUCH DISPOSAL.

14. ALL FIELD TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE CONNECTED TO THE PROPOSED STORM SEWER SYSTEM OR SHALL BE RESTORED TO PROPER OPERATING CONDITION. A RECORD OF THE LOCATION OF ALL FIELD TILE OR DRAIN PIPE ENCOUNTERED SHALL BE KEPT BY THE CONTRACTOR AND TURNED OVER TO THE ENGINEER, DEVELOPER OR MUNICIPAL ENGINEER UPON COMPLETION OF THE PROJECT. THE COST OF THIS WORK SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

15. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB.

16. THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIALS, TRASH, OIL AND GREASE RESIDUE, MACHINERY, TOOLS AND OTHER MISCELLANEOUS ITEMS WHICH WERE NOT PRESENT PRIOR TO PROJECT COMMENCEMENT AT NO ADDITIONAL EXPENSE TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY AND ALL PERMITS NECESSARY FOR THE HAULING AND DISPOSAL REQUIRED FOR CLEAN-UP AS DIRECTED BY THE ENGINEER OR OWNER. BURNING ON THE SITE IS NOT PERMITTED.

17. ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAVEMENT AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT UNLESS SPECIFICALLY NOTED ON THE PLANS.

18. TREES NOT MARKED FOR REMOVAL SHALL BE CONSIDERED AS DESIGNATED TO BE SAVED AND SHALL BE PROTECTED UNDER THE PROVISIONS OF (SSRBC) ARTICLE 201.05.

19. LIMB PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF THE LANDSCAPE ARCHITECT MEETING THE OWNER'S APPROVAL AND SHALL BE UNDERTAKEN IN A TIMELY FASHION SO AS NOT TO INTERFERE WITH CONSTRUCTION.

20. ALL LIMBS, BRANCHES, AND OTHER DEBRIS RESULTING FROM THIS WORK SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR AT HIS OWN EXPENSE OFF-SITE.

21. ALL CUTS OVER 1" IN DIAMETER SHALL BE MADE FLUSH WITH THE NEXT LARGE BRANCH. WOUNDS OVER 1" IN DIAMETER SHALL BE PAINTED WITH AN APPROVED TREE PAINT.

22. GENERAL EXCAVATION/UNDERGROUND NOTES

A. SLOPE SIDES OF EXCAVATIONS TO COMPLY WITH CODES AND ORDINANCES HAVING JURISDICTION. SHORE AND BRACE WHERE SLOPING IS NOT POSSIBLE EITHER BECAUSE OF SPACE RESTRICTIONS OR STABILITY OF MATERIAL EXCAVATED. MAINTAIN SIDES AND SLOPES OF EXCAVATIONS IN A SAFE CONDITION UNTIL COMPLETION OF BACKFILLING.

B. PROVIDE MATERIALS FOR SHORING AND BRACING, SUCH AS SHEET PILING, UPRIGHTS, STRINGERS AND CROSS BRACES, IN GOOD SERVICEABLE CONDITION. PROVIDE MINIMUM REQUIREMENTS FOR TRENCH SHORING AND BRACING TO COMPLY WITH CODES AND AUTHORITIES HAVING JURISDICTION. MAINTAIN SHORING AND BRACING IN EXCAVATIONS REGARDLESS OF TIME PERIOD EXCAVATIONS WILL BE OPEN. CARRY DOWN SHORING AND BRACING AS EXCAVATION PROGRESSES IN ACCORDANCE WITH OSHA AND GOVERNING AUTHORITY.

C. PREVENT SURFACE WATER AND SUBSURFACE OR GROUNDWATER FROM FLOWING INTO EXCAVATIONS. REMOVE WATER TO PREVENT SOFTENING OF FOUNDATION BOTTOMS, UNDERCUTTING FOOTINGS, AND SOIL CHANGES DETRIMENTAL TO STABILITY OF SUBGRADES AND FOUNDATIONS. PROVIDE AND MAINTAIN PUMPS, SUMPS, SUCTION AND DISCHARGE LINES AND OTHER DEWATERING SYSTEM COMPONENTS NECESSARY TO CONVEY WATER AWAY FROM EXCAVATIONS, CONVEY WATER REMOVED FROM EXCAVATIONS AND RAINWATER TO COLLECTING OR RUN-OFF AREAS ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION. PROVIDE AND MAINTAIN TEMPORARY DRAINAGE DITCHES AND OTHER DIVERSIONS OUTSIDE EXCAVATION LIMITS FOR EACH STRUCTURE. DO NOT USE TRENCH EXCAVATIONS AS TEMPORARY DRAINAGE DITCHES.

D. IMMEDIATELY REPORT CONDITIONS THAT MAY CAUSE UNSOUND BEARING TO THE OWNER/DEVELOPER BEFORE CONTINUING WORK.

23. FINAL ACCEPTANCE

A. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT AND THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE DURING THAT PERIOD. THIS GUARANTEE SHALL BE PROVIDED IN THE FORM OF MAINTENANCE BOND IN THE AMOUNT OF 10% OF THE COST OF IMPROVEMENTS.

B. BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED BY THE OWNER OR HIS REPRESENTATIVE. FINAL PAYMENT WILL BE MADE AFTER ALL THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED.

C. NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN APPROVED BY THE MUNICIPALITY. APPROVAL TO PROCEED MUST BE OBTAINED FROM THE MUNICIPALITY PRIOR TO INSTALLING PAVEMENT BASE, BINDER, SURFACE, AND PRIOR TO PLACING ANY CONCRETE AFTER FORMS HAVE BEEN SET.

D. AT THE CLOSE OF EACH WORKING DAY AND AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS.

24. UNDERGROUND NOTES

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

B. WHERE SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER, EXISTING DRAINAGE STRUCTURES AND SYSTEMS SHALL BE CLEANED OF DEBRIS AND PATCHED AS NECESSARY TO ASSURE INTEGRITY OF THE STRUCTURE. THIS WORK SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE EACH FOR STRUCTURES AND CONTRACT UNIT PRICE PER LINEAL FOOT FOR SYSTEMS WHICH SHALL BE PAYMENT IN FULL FOR CLEANING, PATCHING, REMOVAL AND DISPOSAL OF DEBRIS AND DIRT. DRAINAGE STRUCTURES AND SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT SHALL BE MAINTAINED BY THE CONTRACTOR AT HIS EXPENSE. NO PAYMENT WILL BE MADE FOR CLEANING STRUCTURES OR SYSTEMS CONSTRUCTED AS PART OF THIS PROJECT.

C. ANY DEWATERING OF SEWER AND WATER TRENCHES AS WELL AS TEMPORARY SHEETING OR BRACING THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL NOT BE CONSIDERED EXTRA WORK UNLESS THERE IS A SPECIFIC LINE ITEM FOR DEWATERING. IN THE EVENT THAT SOFT MATERIALS WITH UNCONFINED COMPRESSIVE STRENGTH LESS THAN 0.5 TSF ARE ENCOUNTERED IN SEWER CONSTRUCTION, THE CONTRACTOR SHALL (UPON APPROVAL OF THE OWNER AND/OR ENGINEER) OVER-EXCAVATE TO A DEPTH OF ONE (1) FOOT BELOW THE BOTTOM OF THE PIPE AND BACKFILL WITH COMPACTED CRUSHED STONE, PROPERLY FORMED TO FIT THE BOTTOM OF THE PIPE.

D. TRENCH BACKFILL WILL BE REQUIRED FOR THE FULL TRENCH DEPTH WITHIN TWO (2) FEET OF PROPOSED OR EXISTING PAVEMENTS, UTILITIES, DRIVEWAYS, AND SIDEWALKS AND EXTENDING A DISTANCE EQUAL TO A 1:1 SLOPE FROM SUBGRADE ELEVATION TO TOP OF PIPE. THE TRENCH BACKFILL SHALL CONSIST OF GRANULAR MATERIAL MEETING IDOT CA-6 GRADATION. THE TRENCH BACKFILL SHALL BE COMPACTED IN ACCORDANCE WITH (SSRBC) SPECIFICATIONS. JETTING WITH WATER SHALL NOT BE PERMITTED. THE COST OF SUCH CONSTRUCTION SHALL BE CONSIDERED INCIDENTAL TO THIS CONTRACT AND SHALL BE INCLUDED IN THE UNIT PRICE OF THE PIPE. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS ITEM.

E. THE CONTRACTOR SHALL INSTALL A 4" X 4" X 8' (NOMINAL) POST AT THE TERMINUS OF THE SANITARY, WATER AND STORM SERVICE, SANITARY AND STORM MANHOLES, CATCH BASINS, INLETS AND WATER VALTS. THE POST SHALL EXTEND 4' ABOVE THE GROUND. THE TOP 12" OF SAID POST SHALL BE PAINTED AS FOLLOWS; SANITARY - RED, WATERMAIN - BLUE, STORM - GREEN.

F. AFTER THE STORM SEWER SYSTEM HAS BEEN CONSTRUCTED, THE CONTRACTOR SHALL PLACE EROSION CONTROL AT REAR YARD INLET LOCATIONS, AND AT OTHER LOCATIONS SELECTED BY THE ENGINEER, TO MINIMIZE THE AMOUNT OF SILTATION WHICH NORMALLY WOULD ENTER THE STORM SEWER SYSTEM.

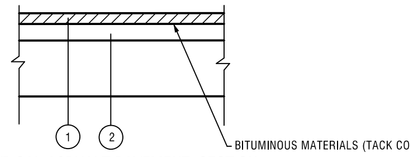
G. HYDRANTS SHALL NOT BE FLUSHED DIRECTLY ON THE ROAD SUBGRADES. WHENEVER POSSIBLE, HOSES SHALL BE USED TO DIRECT THE WATER INTO LOT AREAS OR THE STORM SEWER SYSTEM (IF AVAILABLE). DAMAGE TO THE ROAD SUBGRADE OR LOT GRADING DUE TO EXCESSIVE WATER SATURATION AND/OR EROSION FROM HYDRANT FLUSHING, OR FROM LEAKS IN THE WATER DISTRIBUTION SYSTEM, WILL BE REPAIRED BY THE CONTRACTOR AT HIS COST.

H. ALL TOP OF FRAMES FOR STORM AND SANITARY SEWERS AND VALVE VAULT COVERS ARE TO BE ADJUSTED TO MEET FINAL FINISH GRADE. THIS ADJUSTMENT IS TO BE MADE BY THE SEWER AND WATER CONTRACTOR AND THE COST IS TO BE CONSIDERED INCIDENTAL. THESE ADJUSTMENTS TO FINISHED GRADE WILL NOT ALLEVIATE THE CONTRACTOR FROM ANY ADDITIONAL ADJUSTMENTS AS REQUIRED BY THE MUNICIPALITY UPON FINAL INSPECTION OF THE PROJECT. (FINAL GRADES TO BE DETERMINED BY THE MUNICIPALITY AT THE TIME OF FINAL INSPECTION AND MAY VARY FROM PLAN GRADE.)

I. SLEEVES FOR UTILITY (COMED, TELEPHONE, ETC.) STREET CROSSING, SHALL BE INSTALLED WHERE DIRECTED BY THE OWNER. SLEEVES SHALL BE 6" PVC INSTALLED 36" BELOW THE TOP OF CURB AND EXTEND TWO FEET OUTSIDE THE CURB. TRENCH SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL.

J. THE CONTRACTOR SHALL VERIFY THE SIZE AND INVERT ELEVATION OF ALL CONNECTIONS TO AVOID ANY CONFLICTS BEFORE STARTING WORK. NOTIFY OWNER OF ANY DISCREPANCIES.

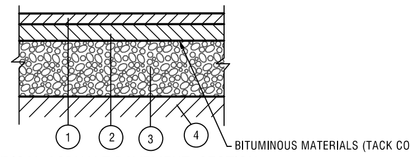
25. IT SHALL BE UNDERSTOOD THAT NEITHER THE MUNICIPALITY, ITS OFFICIALS, CONSULTANTS, NOR ITS EMPLOYEES ARE AGENTS OF OR REPRESENTATIVES OF THE OWNER. NONE-THE-LESS, THE MUNICIPALITY, ITS OFFICIALS AND EMPLOYEES ARE TO BE PROVIDED SAFE ACCESS TO ALL PHASES OF ALL WORK PERFORMED ON THE PROJECT SITE TO MONITOR THE QUALITY OF THE WORK AND ASSURE ITS CONFORMITY WITH THE PLANS AND SPECIFICATIONS. THERE SHALL BE NO PERSONAL LIABILITY UPON ANY OFFICIAL OR EMPLOYEE OF THE MUNICIPALITY ON ACCOUNT OF ACTIONS TAKEN OR NOT TAKEN IN THE COURSE OF THEIR WORK. THE CONTRACTOR MUST AT ALL TIMES MAINTAIN A SAFE ACCESS TO THE WORK FOR INSPECTORS. "SAFE" : MEANING CONDITIONS COMPLYING WITH ALL PROVISIONS OF ALL APPLICABLE AND RECOGNIZED SAFETY STANDARDS, FEDERAL, STATE AND LOCAL. IF ACCESS IS NOT SAFE AND INSPECTIONS CANNOT BE MADE UNDER SAFE CONDITIONS, THE INSPECTOR CAN ORDER CESSATION OF THE WORK SO AFFECTED UNTIL SUCH TIME AS CONTRACTOR PROVIDES SAFE ACCESS.



TYPICAL ASPHALT PAVEMENT SECTION
(HMA RESURFACING)

N.T.S.

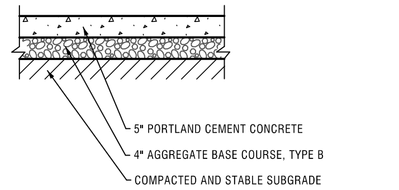
1. 2.0" HMA SURFACE COURSE, MIX "D", N50
2. EXISTING PAVEMENT



TYPICAL ASPHALT PAVEMENT SECTION
(FULL DEPTH HMA PAVEMENT)

N.T.S.

1. 2.0" HMA SURFACE COURSE, MIX "D", N50
2. 4.0" HMA BINDER COURSE, IL 19.0, N50
3. 8" AGGREGATE BASE COURSE, TYPE B
4. COMPACTED AND STABLE SUBGRADE



TYPICAL SIDEWALK/PEDESTRIAN PATH SECTION

N.T.S.

LEGEND

EXISTING	DESCRIPTION	PROPOSED
	DRAIN TILE	
	STORM SEWER	
	SANITARY SEWER	
	SANITARY TRUNK SEWER	
8"	WATER MAIN (WITH SIZE)	8"
	PIPE TRENCH BACKFILL	
G	GAS MAIN	G
T	TELEPHONE LINES	T
E	ELECTRIC LINE	E
X	FENCE	X
	RIGHT-OF-WAY	
	EASEMENT	
	PROPERTY LINE	
	SETBACK LINE	
	CENTERLINE	
680	CONTOUR	680
	SANITARY MANHOLE	
	STORM MANHOLE	
	CATCH BASIN	
	INLET	
	FIRE HYDRANT	
	PRESSURE CONNECTION	
	PIPE REDUCER	
	VALVE AND VAULT, VALVE	
	FLARED END SECTION	
	STREET LIGHT	
	UTILITY POLE	
	CONTROL POINT	
	SIGN	
XXX.XX	SPOT ELEVATION	XXX.XX
	SOIL BORING	
	OVERLAND FLOW ROUTE	
	DRAINAGE SLOPE	OR
	GUARDRAIL	
	WATER'S EDGE	
	CONCRETE	
	REVERSE PITCH CURB	
	TREE, FIR TREE, BUSH, & PROPOSED TREE TO REMOVE	

ABBREVIATIONS

M = STORM MANHOLE	I = INVERT OR INLET	T/P = TOP OF PIPE
S = SANITARY MANHOLE	TF = TOP OF FOUNDATION	B/P = BOTTOM OF PIPE
CB = CATCH BASIN	GF = GARAGE FLOOR	WM = WATERMAIN
LP = LIGHT POLE	TC = TOP OF CURB	SAN = SANITARY SEWER
VV = VALVE VAULT	TD = TOP OF DEPRESSED CURB	STM = STORM SEWER
E = END SECTION	TW = TOP OF RETAINING WALL	LO = LOOK OUT
FH = FIRE HYDRANT	BW = BOTTOM OF RETAINING WALL	PLO = PARTIAL LOOK OUT
GR = GRADE RING (HYDRANT)	OP = OUTLET OF PIPE	

PERMITS

DESCRIPTION	LOG NO.	PERMIT NO.	DATE ISSUED

NO.	DATE	REMARKS
1	12/23/25	PER CITY

GENERAL NOTES AND TYPICAL SECTIONS

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN
spacecoinc.com

FILENAME: 11395.02_OFS-GN

DATE: 11/25/25

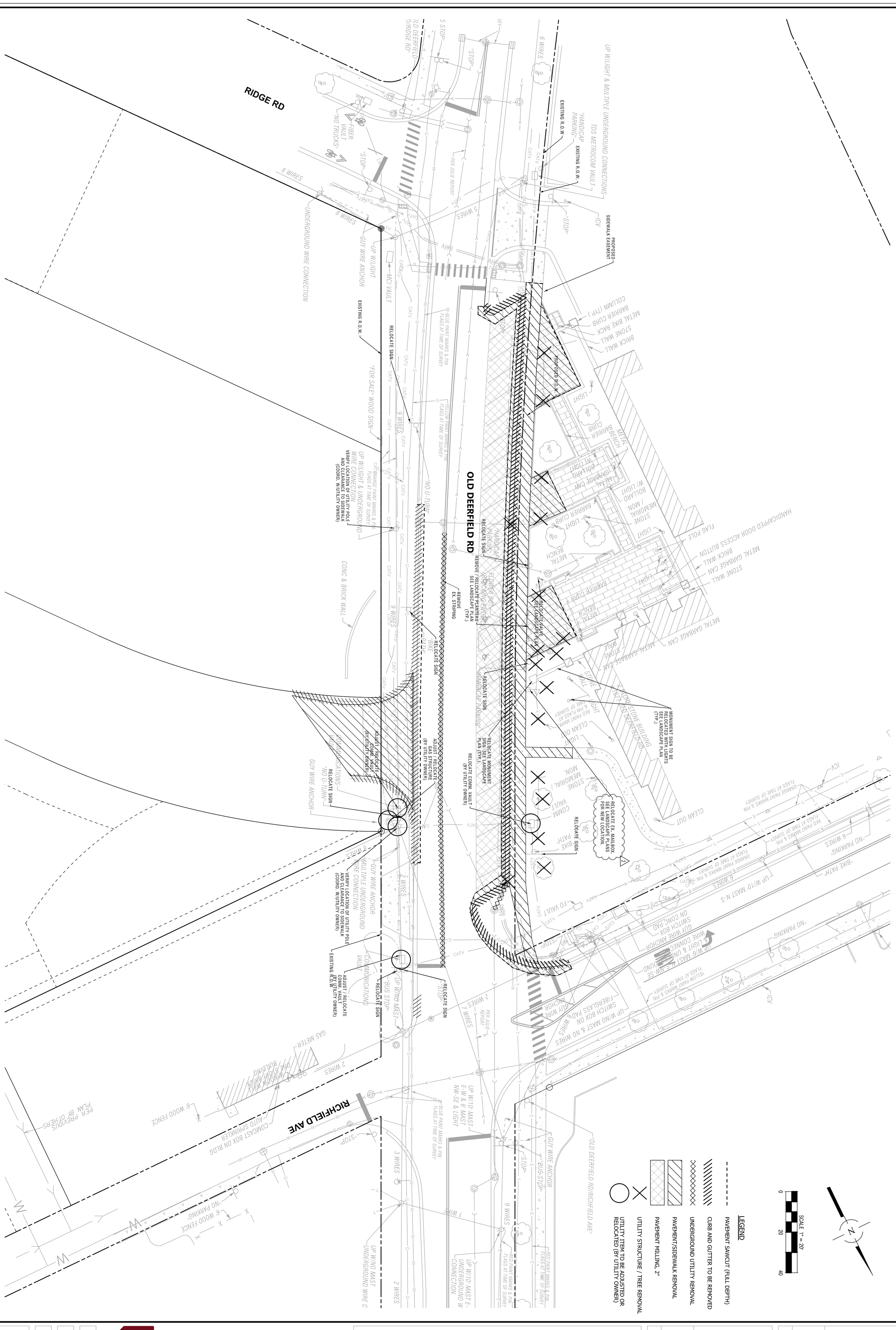
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SHEET GN

2 OF 18


LEGEND
STORM SEWER
SANITARY SEWER
COMBINED SEWER
WATER MAIN
GAS MAIN
UNDERGROUND TELEPHONE LINE
UNDERGROUND ELECTRIC LINE
UNDERGROUND CATV LINE
OVERHEAD WIRES (W UTILITY POLES
FIBER OPTIC LINE
RAILROAD
FENCE
GUARDRAIL
EDGE OF WATER
WETLAND LIMITS
AIR CONDITIONING UNIT
BOLLARD
HAND HOLE
TRAFFIC SIGNAL BOX
TRAFFIC SIGNAL
ELECTRIC METER
LIGHT POLE
GUY WIRE ANCHOR
LANDSCAPE LIGHT/FLOOD LIGHT
UTILITY POLE
ELECTRIC PEDESTAL
ELECTRIC MANHOLE
TELEPHONE PEDESTAL
TELEPHONE MANHOLE
CABLE PEDESTAL
CABLE MANHOLE
GAS METER
GAS VALVE
GAS MANHOLE
COMBINATION MANHOLE
SANITARY MANHOLE
GREASE TRAP
CLEANOUT
DOWNSPOUT
STORM MANHOLE
CULVERT
CATCH BASIN
FLARED END SECTION
INLET
AUXILIARY VALVE
BUFFALO BOX
SIAMESE CONNECTION/AUTO SPRINKLER
WATER VALVE
FIRE HYDRANT
WELL
WATER METER
VALVE AND VAULT
MAILBOX
SIGN
FLAG POLE
SATELLITE DISH
UNIDENTIFIED PEDESTAL
VENT PIPE
UNIDENTIFIED MANHOLE
SURVEY MONUMENT
RIGHT OF WAY MONUMENT
PK NAIL/MAG NAIL
RAILROAD SPIKE
IRON ROD
IRON PIPE
CROSS
CONCRETE MONUMENT
DISC
BORING
TEST PIT
TREE WITH SIZE
FIR TREE WITH SIZE
BUSH
WINDOW WELL
ASPHALT
CONCRETE
GRAVEL
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CONTOUR
SPOT ELEVATION
UP W/LIGHT & MULTIPLE UNDERGROUND CONNECTIONS
EXISTING R.O.W
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JOB NO.	11395.02	
DATE:	11/25/25	
FILENAME:	11395.02_OFS-REM1	

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Civil Engineering & Surveying
spacecoinc.com
Rosemont, IL - Morris, IL - Indianapolis, IN

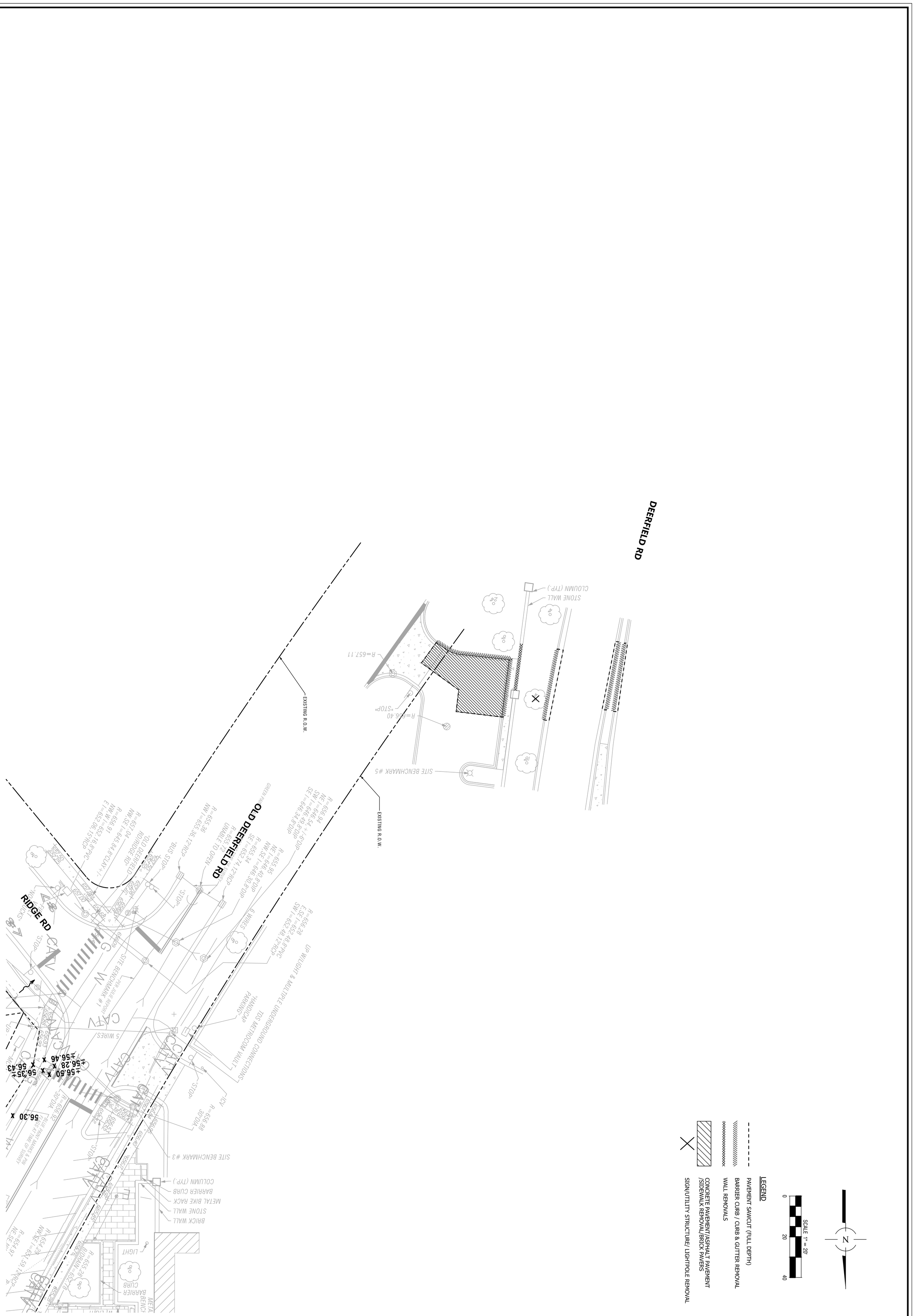
OLD DEERFIELD ROAD REMOVAL PLAN

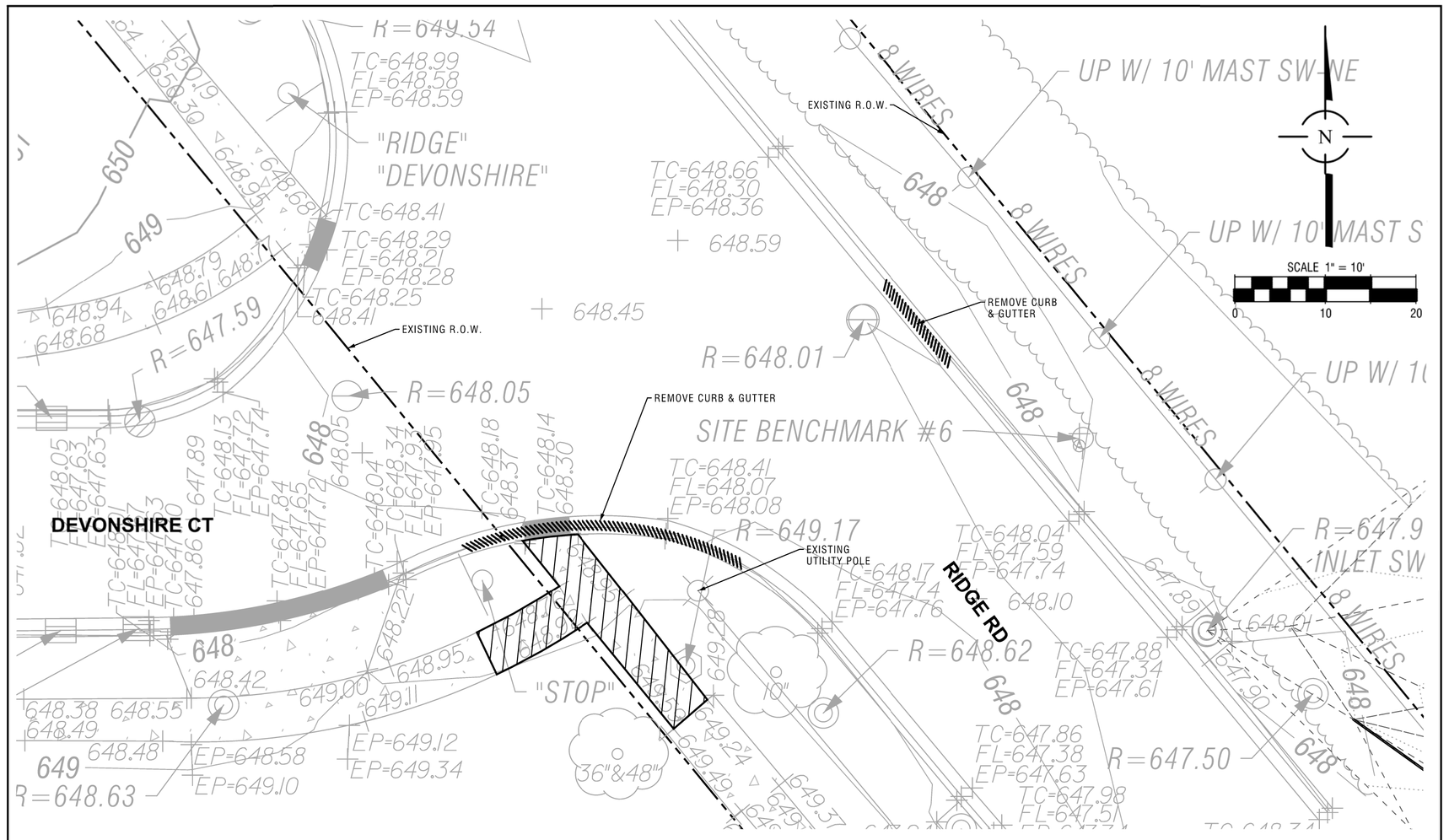
OFF-SITE
THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS
2	01/15/26	PER CITY

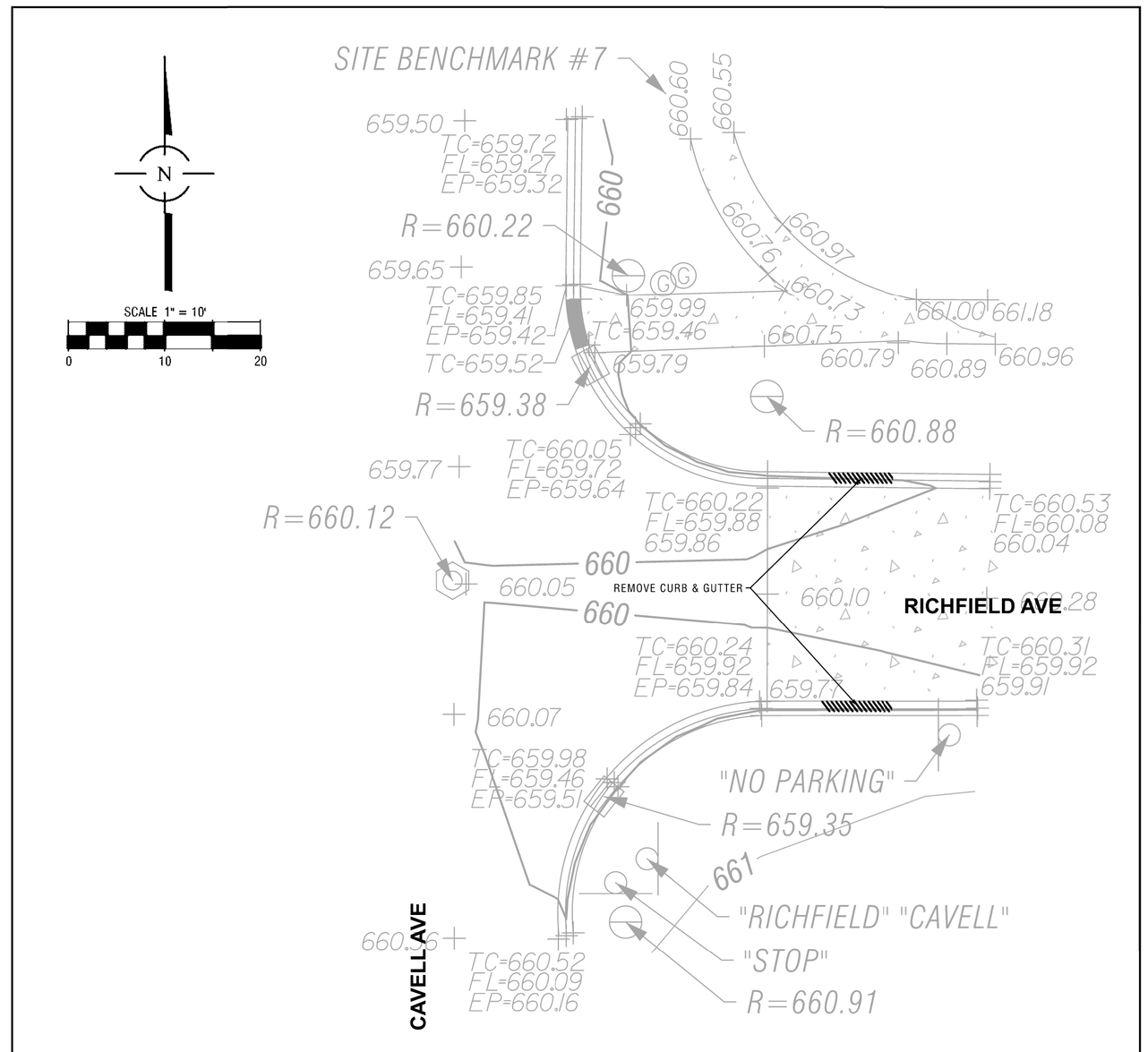
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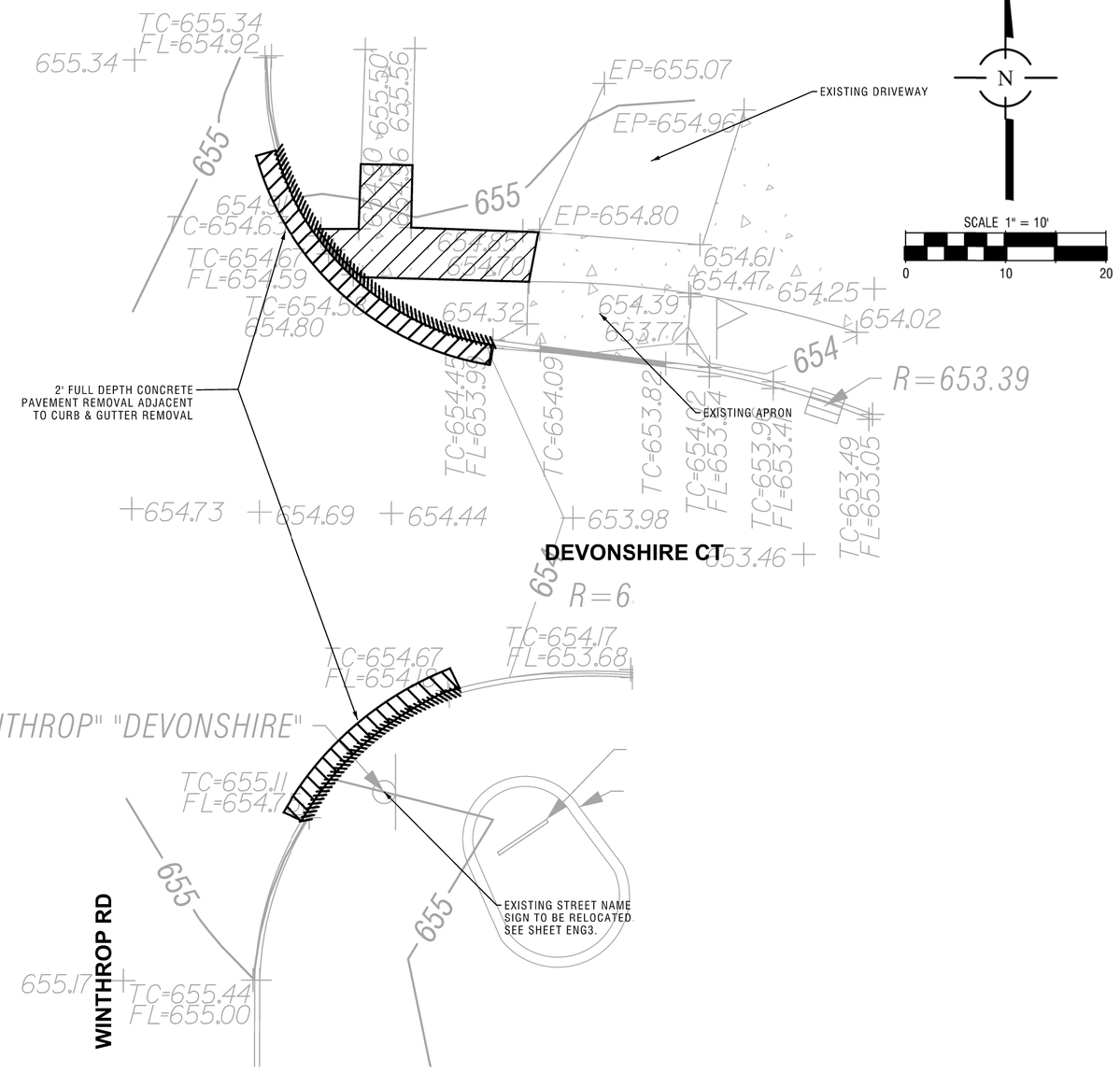

DEERFIELD RD
OLD DEERFIELD RD
RIDGE RD
EXISTING R.O.W.
EXISTING R.O.W.
SITE BENCHMARK #5
SITE BENCHMARK #3
SITE BENCHMARK #1
STONE WALL
COLUMN (TYP.)
BRICK WALL
STONE WALL
METAL BIKE RACK
BARRIER CURB
COLUMN (TYP.)
BARRIER CURB
CATV
5 WIRES
6 WIRES
UP WILIGHT & MULTIPLE UNDERGROUND CONNECTIONS
TDS METROCOM VAULT
"HANDICAP PARKING"
"OLD DEERFIELD RD"
"BUS STOP"
"STOP"
"STOP"
"STOP"
"STOP"
"STOP"
"STOP"
"STOP"
"STOP"
"NO PARKING"
"NO PARKING"
"NO PARKING



DEVONSHIRE COURT / RIDGE AVENUE CROSSWALK



RICHFIELD AVENUE / CAVELL AVENUE CROSSWALK



DEVONSHIRE COURT / WINTHROP ROAD CROSSWALK

LEGEND

REMOVE EXISTING CURB AND GUTTER

EXISTING SIDEWALK REMOVAL

NO.	DATE	REMARKS

NO.	DATE	REMARKS

CROSSWALKS REMOVAL PLAN

OFF-SITE
THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

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FILENAME: 11395.02_OFS-REM3

DATE: 11/25/25

JOB NO. 11395.02

SHEET REM3

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SIGN LEGEND:

1 — STOP — R1-1 — 36" x 36"

2 — RESERVED PARKING — R7-8 — 12" x 24" — R7-1101 — 12" x 6" — $250 FINE

3 — W11-1 — 30" X 30"

LEGEND

- FULL DEPTH HMA PAVEMENT
- HMA PAVEMENT RESURFACING
- CONCRETE SIDEWALK
- CONCRETE SIDEWALK HC RAMP (5' WIDE UNLESS NOTED)
- TYPE B-6.12 CURB AND GUTTER
- REVERSE PITCH CURB
- DEPRESSED CURB & GUTTER

SCALE 1" = 20'

0 20 40

NOTES:

1. DIMENSIONS ON CURB LINE ARE TO THE BACK OF CURB. OTHER DIMENSIONS ARE TO EDGE OF PAVEMENT OR CENTER OF STRIPING.
2. ALL CURBS AND GUTTERS ARE B-6.12 STANDARD PITCH UNLESS OTHERWISE NOTED.
3. SEE SHEET GN1 FOR PAVEMENT SECTION DETAILS.
4. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
5. ALL ACCESSIBLE PARKING SPACE SIGNAGE SHALL CONFORM TO ILLINOIS ACCESSIBILITY CODE.
6. SEE LANDSCAPE DRAWINGS FOR DESIGN AND DETAILS OF PATIO AREAS

NO.	DATE	REMARKS

NO.	DATE	REMARKS
3	01/27/26	PER CITY
2	01/15/26	PER CITY
1	12/23/25	PER CITY

OLD DEERFIELD ROAD GEOMETRIC PLAN

OFF-SITE IMPROVEMENTS OF THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

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spacecoinc.com

FILENAME: 11395.02_OFS-GM1

DATE: 11/25/25

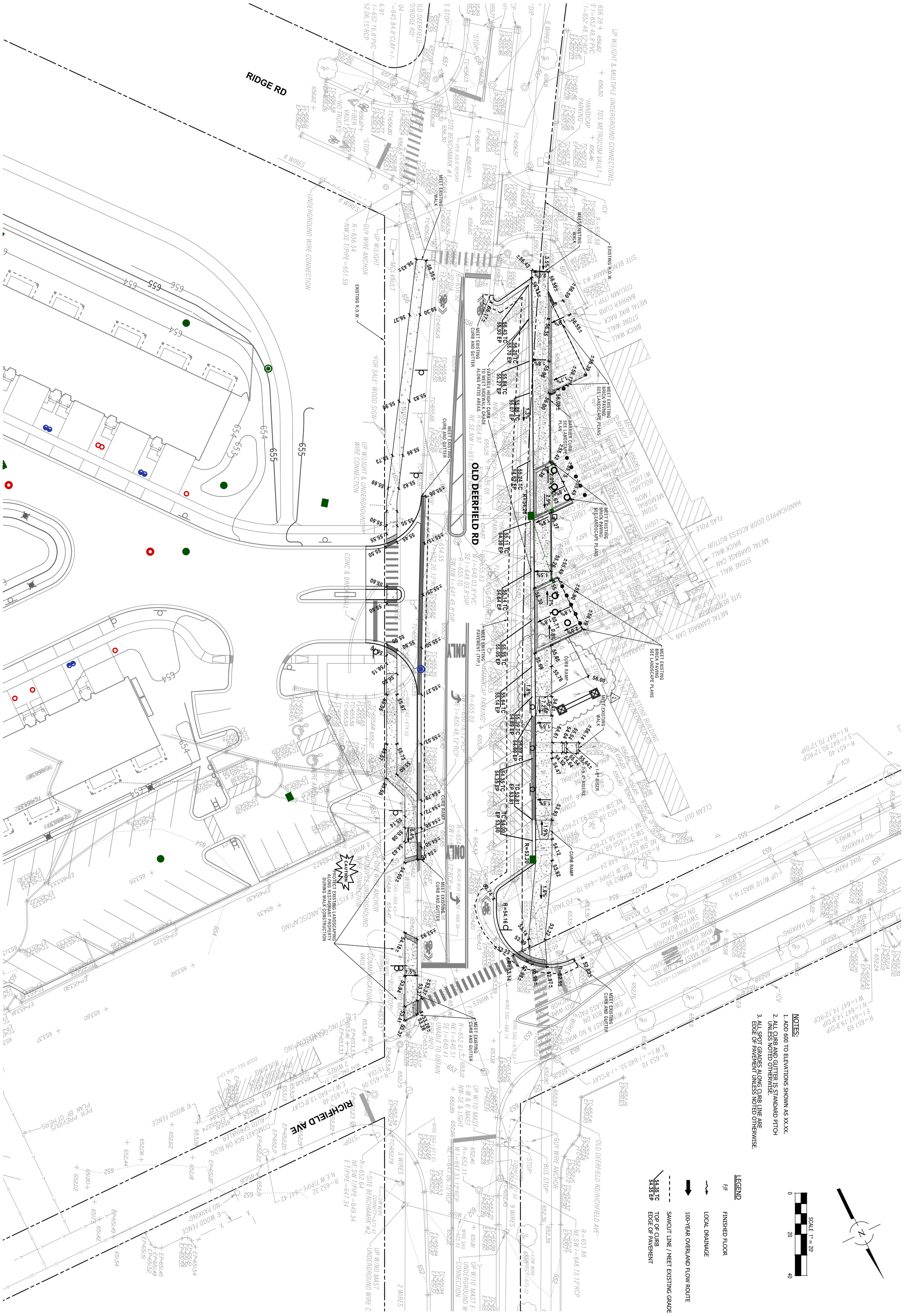
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RIDGE RD
OLD DEERFIELD RD
RICHFIELD AVE
"OLD DEERFIELD RD/RICHFIELD AVE"
"FOR SALE" WOOD SIGN
"NO TRUCKS"
"STOP"
"BUS STOP"
"NO PARKING"
"HANDICAP PARKING"
"ONE WAY"
CAUTION
PROTECT EXISTING LANDSCAPING ALONG RESTAURANT PROPERTY DURING WALK CONSTRUCTION
UP W/LIGHT & MULTIPLE UNDERGROUND CONNECTIONS
UP W/LIGHT & UNDERGROUND WIRE CONNECTION
UP W/LIGHT
GUY WIRE ANCHOR
UP W/10' MAST & NO WIRES
UP W/10' MAST E-W & 6' MAST NW-SE & LIGHT
UP W/10' MAST E-W & 6' MAST NW-SE & LIGHT UNDERGROUND WIRE CONNECTION
UP W/NO MAST UNDERGROUND WIRE CONNECTION
SITE BENCHMARK #1
SITE BENCHMARK #2
SITE BENCHMARK #3
PER JULIE REPORT
MH/ VAULT
ICV
FO VAULT
COMMUNICATIONS VAULT
TDS METROCOM VAULT
FIBER VAULT
CLEAN OUT
SWITCH BOX ON COR
SWITCH BOX ON PAD
FLOOD LIGHT
BOLLARD W/ LIGHT
LIGHT
BENCH
FLAG POLE
STONE MEMORIAL / MON
METAL GARBAGE CAN
BRICK WALL
STONE WALL
METAL BIKE RACK
BARRIER CURB
COLUMN (TYP.)
HANDICAPPED DOOR ACCESS BUTTON
STONE BUILDING
SITE BENCHMARK #3
FILL=657.00
6 WIRES
8 WIRES
2 WIRES
3 WIRES
9 WIRES
WIRE SAG=668.14
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BLACK BOX ON WIRE=679.25
BLACK BOX ON WIRE=679.26
BLACK BOX ON WIRE=679.27
BLACK BOX ON WIRE=679.28
BLACK BOX ON WIRE=679.29
BLACK BOX ON WIRE=679.30
BLACK BOX ON WIRE=679.31
BLACK BOX ON WIRE=679.32
BLACK BOX ON WIRE=679.33
BLACK BOX ON WIRE=679.34
BLACK BOX ON WIRE=679.35
BLACK BOX ON WIRE=679.36
BLACK BOX ON WIRE

NOTES:

1. ALL STORM SEWERS SHALL BE RCP CLASS IV (ASTM C-76) WITH O-RING GASKETED JOINTS (ASTM C-443) UNLESS NOTED OTHERWISE.
2. ANY SEWER CONSTRUCTED BELOW OR WITHIN 2' OF PROPOSED PAVEMENT SHALL HAVE TRENCH BACKFILL.
3. =)═══(= INDICATES TRENCH BACKFILL REQUIRED.
4. FRAME AND GRATE/LID FOR STORM SEWER STRUCTURES
   1C - MANHOLE-NEENAH R-2504-C FRAME W/ TYPE "B" CLOSED LID
   1P - INLET, CATCH BASIN-NEENAH R-2504-C WITH TYPE "D" GRATE
5. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION TO VERIFY ANY CONFLICTS WITH THE EXISTING AND PROPOSED SANITARY SEWER, STORM SEWER SEWERS AND WATERMAIN. PIPE LOCATIONS WERE ESTIMATED FROM ORIGINAL DESIGN DRAWINGS AND THE FIELD SURVEY OBSERVATIONS AND IS MEANT AS A GUIDE ONLY.
6. EXISITNG & PROPOSED DRY UTILITIES ARE SHOWN FOR REFERENCE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION OF EXISTING DRY UTILITIES AND TO COORDINATE THE REMOVAL OR ABANDONMENT OF ALL DRY UTILITIES WITH THEIR CORRESPONDING OWNERS.

LEGEND

- STORM SEWER
- WATER MAIN
- SANITARY SEWER
- STORM STRUCTURE
- PRESSURE CONNECTION
- FIRE HYDRANT
- SANITARY MANHOLE
- LIGHTPOLE

UTILITY STRUCTURE LEGEND

- STRUCTURE ABBREVIATION
- STRUCTURE NUMBER
- M-100
- A4D,1P
  - FRAME AND LID TYPE
  - DIAMETER & SIZE OF STRUCTURE
  - TYPE OF STRUCTURE

UTILTY STRUCTURE ABBREVIATIONS

I = INLET
CB = CATCH BASIN
M = MANHOLE
E = FLARED END SECTION
MES = METAL END SECTION
VV = VALVE VAULT
PC = PRESSURE CONNECTION
S = SANITARY MANHOLE

SCALE 1" = 20'
0 20 40

OLD DEERFIELD RD
RIDGE RD
RICHFIELD AVE
2 STORY STONE BUILDING #1677 OLD DEERFIELD RD.
SITE BENCHMARK #1
SITE BENCHMARK #2
SITE BENCHMARK #3
PROPOSED R.O.W.
EXISTING R.O.W.
PROPOSED SIDEWALK EASEMENT
RELOCATE DRAIN R=655.29 I=652.46
RELOCATE DRAIN R=655.42 I=652.92
RELOCATE DRAIN R=655.45 I=652.95
RELOCATE VALVE SEE LANDSCAPE PLAN
RELOCATE MONUMENT SIGN. SEE LANDSCAPE PLAN (TYP.).
RELOCATE COMM. VAULT (BY UTILITY OWNER)
CONNECT TO EXISTING 12" RCP, I=651.59
RECONSTRUCT EXISTING STORM STRUCTURE A2D,1P R=654.55
RECONSTRUCT EXISTING STORM STRUCTURE CONNECT 12" RCP R=654.16 I=650.68
RECONSTRUCT EXISTING STORM STRUCTURE A2D,1P R=654.49
ADJUST / RELOCATE GAS STRUCTURE (BY UTILITY OWNER)
ADJUST / RELOCATE COMM. VAULT (BY UTILITY OWNER)
VERIFY LOCATION OF UTILITY POLE AND CLEARANCE TO SIDEWALK (COORD. W/UTILITY OWNER)
UP W/LIGHT & MULTIPLE UNDERGROUND CONNECTIONS
UP W/LIGHT & UNDERGROUND WIRE CONNECTION
UP W/10' MAST N-S
UP W/10' MAST E-W & 6' MAST NW-SE & LIGHT
UP W/10' MAST E-UNDERGROUND W CONNECTION
UP W/IND MAST & NO WIRES
UP W/IND MAST UNDERGROUND WIRE C
GUY WIRE ANCHOR
GUY WIRE ANCHOR MULTIPLE UNDERGROUND WIRE CONNECTION
UNDERGROUND WIRE CONNECTION
"HANDICAP PARKING"
"NO PARKING"
"NO U-TURN"
"BIKE PATH"
"STOP"
"BUS STOP"
"FOR SALE" WOOD SIGN
FLOWER POT (BLOCKING ENTRANCE)
MCI VAULT
FIBER VAULT
"NO TRUCKS"
TDS METROCOM VAULT
COMMUNICATIONS VAULT
CONC & BRICK WALL
6' WOOD FENCE
GAS METER
COMCAST BOX ON BLDG
AUTO SPRINKLER
WINDOW WELL ONE STORY BRICK BUILDING
PER PREVIOUS PLAN BY OTHERS
PROPOSED 23'-4" PVC @ 2.00%
PROPOSED 10'-4" PVC @ 2.00%
PROPOSED 7'-12" @ 0.50%
PROPOSED 34'-4" PVC @ 3.00%
PROPOSED 28'-12" @ 0.30%
IN-200 A2D,1P R=654.26 W-4" I=651.93 N-4" I=651.63 E-12"
IN-100 A2D,1P R=653.20 I=650.82
R=654.29 NW,SE I=651.59,12"RCP
R=654.97 NE,SE,NW I=651.01,12"RCP
R=655.08 B/DRAIN=652.98
R=655.83 W I=648.03,8"PVC SE I=648.03,8"DIP
R=655.10 SW,NW I=647.45,8"DIP
R=654.55 NW I=652.20,12"RCP
R=655.03 SW I=650.78,12"RCP N,NE I=650.48,12"RCP
R=654.49 SW I=651.09,12"RCP
R=656.88 30"DIA
R=656.92 30"DIA
R=656.54 NW,SE T/PIPE=651.59
R=652.81 NE I=640.51 SE I=640.41 UNABLE TO OBTAIN PIPE INFO
R=652.11 W I=647.51,12"RCP NE I=647.06,15"RCP
R=652.64 NE,SW T/PIPE=649.34 E T/PIPE=647.34
R=652.32 N,E,W T/PIPE=647.42
R=651.88 NE,SW I=648.73,12"RCP
R=651.40 S I=647.90,12"RCP N I=647.70,12"DIP
R=651.69 E I=647.79,8"DIP W I=647.14,12"RCP
R=653.10 E,W I=+/-640.55, I=+/-8"CLAY
R=653.06 15"DIA
R=652.48 E,W I=+/-641.13,8"CLAY
R=653.18 NE,SW T/PIPE=650.98,12"RCP
R=653.36 NE,SW I=650.93,12"RCP
R=652.95 SE,W T/PIPE=648.24
R=652.95 E,W T/PIPE=648.70
WIRE SAG=674.03
WIRE SAG=669.43
WIRE SAG=673.48
WIRE SAG=675.83
WIRE SAG=666.14
WIRE SAG=670.54
WIRE SAG=671.02
WIRE SAG=670.93
WIRE SAG=671.01
CONNECT=673.22
CONNECT=672.42
CONNECT=671.02
BLUE PAINT MARKS & PIN FLAGS AT TIME OF SURVEY
YELLOW PAINT MARKS & PIN FLAGS AT TIME OF SURVEY
ORANGE PAINT MARKS & PIN FLAGS AT TIME OF SURVEY
RED PAINT MARKS & PIN FLAGS AT TIME OF SURVEY
LOW WIRE CONNECT=671.55
PER JULIE REPORT
PER SURVEY
BRASS DISK ON LINE=668.36

NO.	DATE	REMARKS

NO.	DATE	REMARKS

OLD DEERFIELD ROAD UTILITY PLAN

THE RESIDENCES OF HIGHLAND PARK — OFF-SITE

HIGHLAND PARK, ILLINOIS

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FILENAME: 11395.02_OFS-UT1
DATE: 11/25/25
JOB NO. 11395.02
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DEERFIELD ROAD ENGINEERING PLAN

OFF-SITE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS
1	12/23/25	PER CITY

NO.	DATE	REMARKS

Spaceco

Civil Engineering & Surveying

Rosemont, IL – Morris, IL – Indianapolis, IN

spacecoinc.com

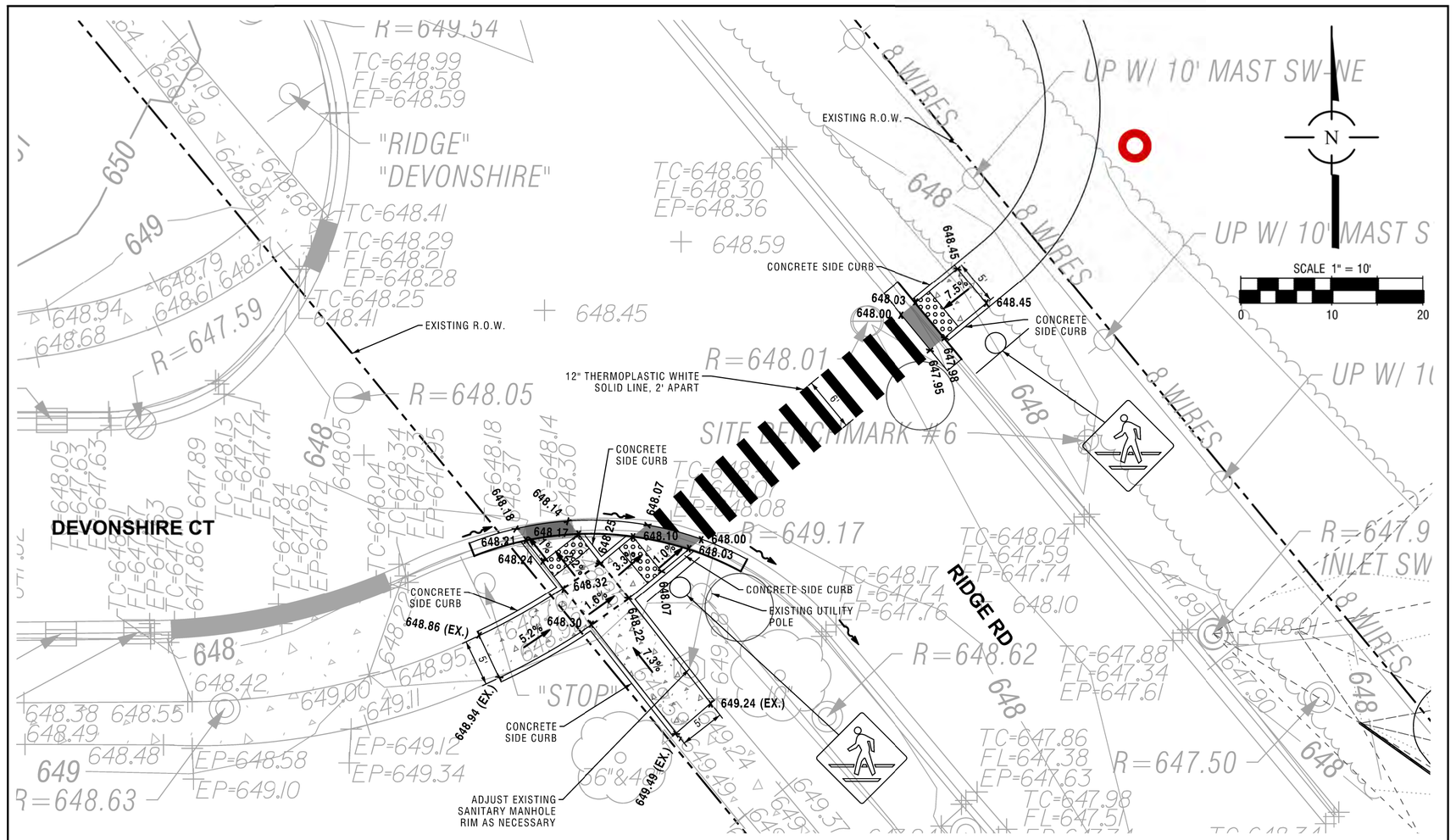
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DATE: 11/25/25

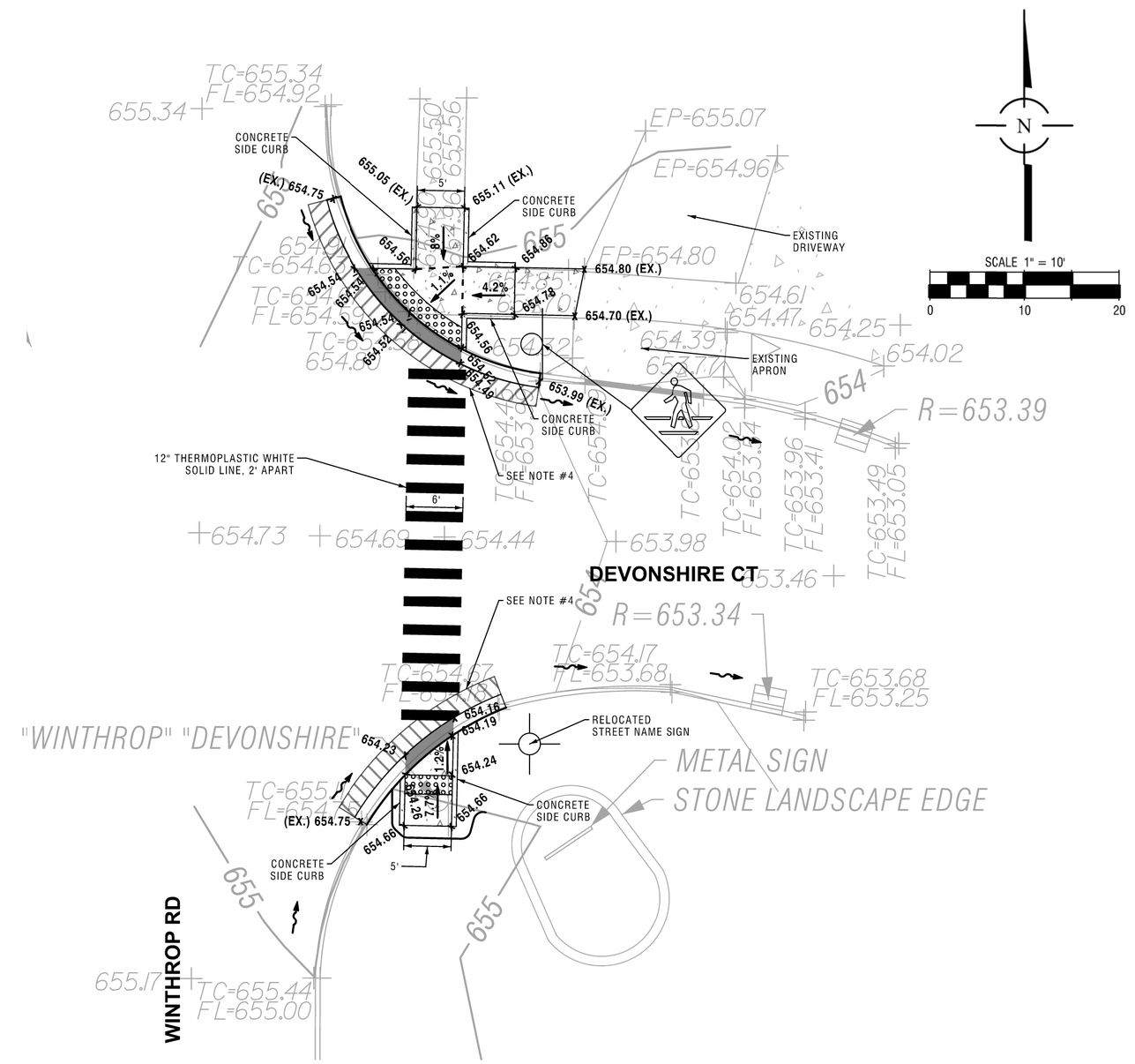
JOB NO. 11395.02

SHEET ENG2

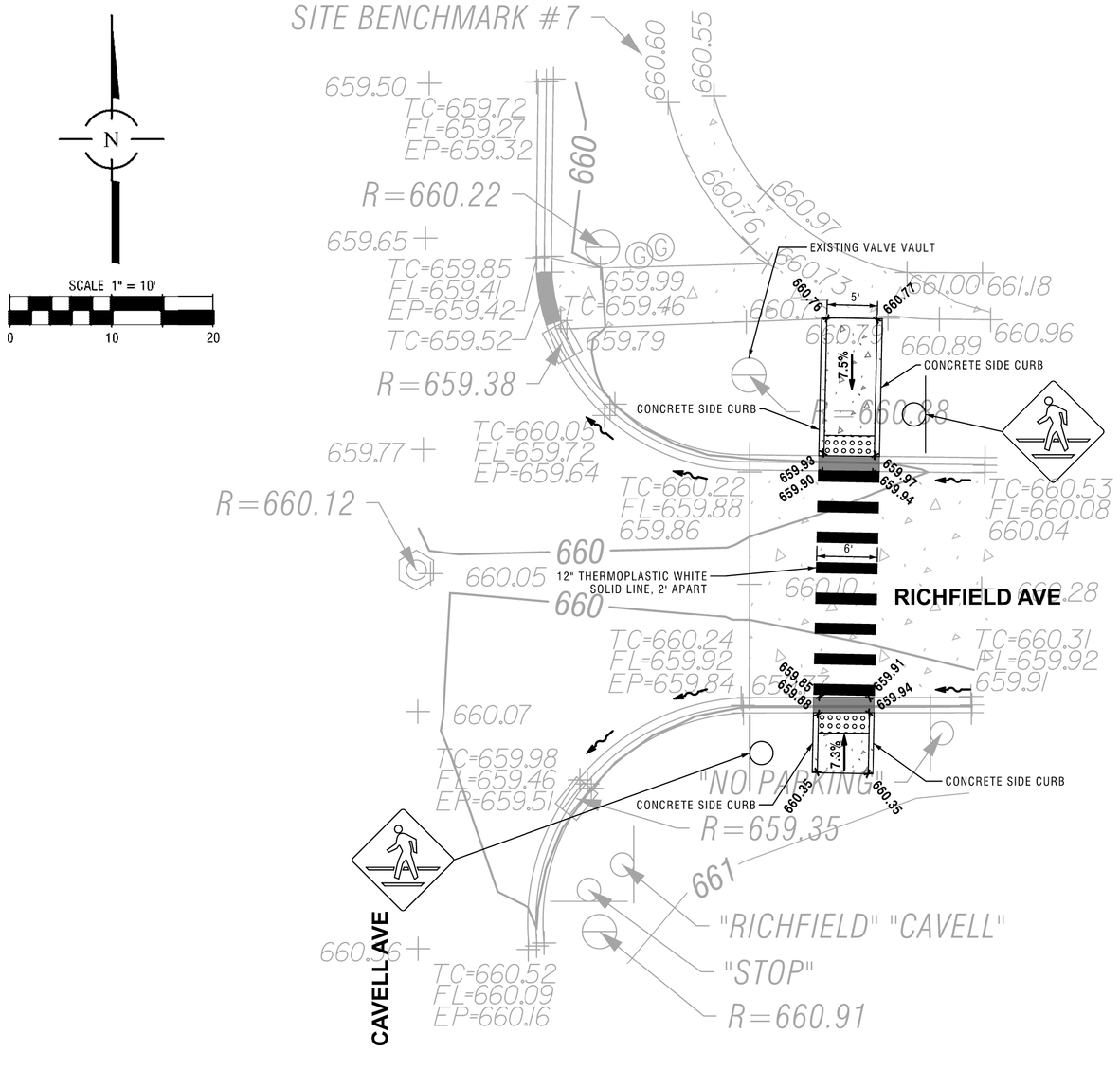
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DEVONSHIRE COURT / RIDGE AVENUE CROSSWALK



DEVONSHIRE COURT / WINTHROP ROAD CROSSWALK



RICHFIELD AVENUE / CAVELL AVENUE CROSSWALK

LEGEND

- DETECTABLE WARNING TILES
- DEPRESSED CURB AND GUTTER
- CURB AND GUTTER
- P.C.C. SIDEWALK
  - 5" P.C.C.
  - 4" CA-6
- TRAFFIC SIGN
- STREET NAME SIGN
- DRAINAGE ARROW

NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
2. ALL PARKWAY WITHIN THE R.O.W. DISTURBED BY SIDEWALK CONSTRUCTION AND GRADING OPERATIONS SHALL BE RESTORED TO EXISTING CONDITIONS WITH 4" OF TOPSOIL AND SOD (MIN.)
3. SEE PERPENDICULAR CURB RAMPS FOR SIDEWALKS DETAILS ON SHEET DET1.
4. 2' WIDE STRIP OF FULL DEPTH CONCRETE PAVEMENT TO BE REPLACED ADJACENT TO REPLACED CURB & GUTTER. PAVEMENT THICKNESS SHALL MEET OR EXCEED EXISTING.

NO.	DATE	REMARKS

NO.	DATE	REMARKS

CROSSWALKS ENGINEERING PLAN

THE RESIDENCES OF HIGHLAND PARK

OFF-SITE

HIGHLAND PARK, ILLINOIS

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FILENAME: 11395.02_OFS-ENG3

DATE: 11/25/25

JOB NO. 11395.02

SHEET ENG3

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This Soil Erosion & Sediment Control (SESC) Plan has been prepared to fulfill one of the requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit No. ILR10 .The SESC Plan should be maintained on site as an integral component of the Storm Water Pollution Prevention Plan (SWPPP). The SWPPP, including the SESC Plan, should be amended whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the Waters of the State and which has not otherwise been addressed in the SWPPP. The SWPPP. shall also be amended if it proves to be ineffective in eliminating or significantly minimizing pollutants, or in otherwise achieving the general objectives of controlling pollutants in storm water discharges associated with construction site activity. In addition, the SWPPP shall be amended to identify any new contractor and/or subcontractor that will implement a measure of the SWPPP.

All storm water pollution prevention plans and all completed inspection forms/reports required under the General NPDES Permit No. ILR10 are considered reports that shall be available to the public within 30 days upon request. If a storm water pollution prevention plan or Inspection form/report cannot be provided, the permittee shall respond to the request within 30 days with a statement that explains why the document cannot be provided. However, the permittee may claim any portion of a storm water pollution prevention plan as confidential in accordance with 40 CFR Part 2.

1. SITE DESCRIPTION

A. The following is a description of the nature of the construction activity:

B. The following is a description of the intended sequence of construction activities which will disturb soils for major portions of the construction site:

Describe proposed construction sequence, sample follows:

1) Install perimeter sediment control measures
   a) Selective vegetation removal for silt fence installation
   b) Silt fence installation
   c) Construction fencing around areas not to be disturbed
   d) Stabilized construction entrance
2) Clear and grub (as necessary)
3) Construct sediment trapping devices (sediment traps, sediment basins, etc.)
4) Construct detention facilities and outlet control structure with restrictor & temporary perforated riser
5) Strip topsoil, stockpile topsoil and grade site
6) Temporarily stabilize topsoil stockpiles (seed and silt fence around toe of slope)
7) Install storm sewer, sanitary sewer, watermain and associated Inlet & outlet protection
8) Permanently stabilize detention basins with seed and erosion control blanket
9) Temporarily stabilize all areas including lots that have reached mass grade
10) Install roadways
11) Permanently stabilize all outlot areas
12) Install buildings and grade individual lots
13) Permanently stabilize lots
14) Remove all temporary soil erosion and sediment control measures after the site is stabilized with vegetation

C. The site has a total acreage of approximately ____acres. Construction activity will disturb approximately ____acres of the site.

D. 1) An estimated runoff coefficient of the site after construction activities are completed is____.
   2) Existing data describing the soil or quality of any discharge from the site is included in

E. Refer to Sheets_____for a site plan indicating:
   1) drainage patterns;
   2) approximate slopes anticipated before and after major grading activities;
   3) locations where vehicles enter or exit the site and controls to minimize off-site sediment tracking;
   4) areas of soil disturbance;
   5) the location of major structural and nonstructural controls;
   6) the location of areas where stabilization practices are expected to occur;
   7) surface waters (including wetlands); and,
   8) locations where storm water is discharged to a surface water.

F. 1) The name of the receiving water(s) is(are):_____.
   2) The name of the ultimate receiving water is:_____.
   3) The extent of wetland acreage at the site is:_____acres.

G. Potential sources of pollution associated with this construction activity may include:

- sediment from disturbed soils
- portable sanitary stations
- fuel tanks
- staging areas
- waste containers
- chemical storage areas
- oil or other petroleum products
- adhesives
- tar
- solvents
- detergents
- fertilizers
- raw materials (e.g., bagged portland cement)
- construction debris
- landscape waste
- concrete and concrete trucks
- litter

2. CONTROLS

This section of the SESC Plan addresses the various controls that should be implemented for each of the major construction activities described in the "Site Description" section. For each measure identified in the SWPPP, the contractor(s) or subcontractor(s) that will implement the measure should be identified. All contractors and subcontractors that are identified should be required to sign a copy of the certification statement from Part IV.F. of the ILR10 Permit (in accordance with Part VI.G. - Signatory Requirements, of the ILR10 Permit). All signed certification statements should be maintained in the SWPPP.

A. Approved State or Local Plans

The management practices, controls and other provisions contained in the SWPPP should be at least as protective as the requirements contained in the Illinois Environmental Protection Agency's (IEPA) and the United States Department of Agriculture's Natural Resource Conservation Service Illinois Urban Manual, 2012. Requirements specified in sediment and erosion control site plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of a Notice of Intent (NOI) to be authorized to discharge under the ILR10 permit, incorporated by reference and are enforceable under the ILR10 permit even if they are not specifically included in a SWPPP required under the ILR10 permit. This provision does not apply to provisions of master plans, comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit that is issued for the construction site.

The soil erosion and sediment control measures for this site should meet the requirements of the following agencies:

- Municipality (be specific)
- County Agency and/or SWCD (be specific)
- IEPA
- U.S. Army Corps of Engineers

B. Control Implementation Schedule

Best Management Practices will be implemented on an as-needed basis to protect water quality. Perimeter controls of the site should be installed prior to soil disturbance (excluding soil disturbance necessary to install the controls). Including demolition activities. Perimeter controls, including the silt fence, should be actively maintained until final stabilization of those portions of the site upward of the perimeter control. Stabilized construction entrance(s) and sediment traps should be installed as described in the intended sequence of construction activities. The contractor is responsible for the adequate protection (including sediment control) of existing sewers and sewer structures during construction operations. As necessary, the appropriate sediment control measure should be installed prior to land disturbing activities.

Stabilization measures should be initiated where construction activities have temporarily or permanently ceased, in accordance with Local and State requirements, as described below. Once construction activity in an area has permanently ceased, that area should be permanently stabilized. Temporary perimeter controls should be removed after final stabilization of those portions of the site upward of the perimeter control.

C. Erosion and Sediment Controls

The appropriate soil erosion and sediment controls should be implemented on site and should be modified to reflect the current phase of construction. All temporary sediment and erosion control measures should be repaired or replaced as soon as practicable to maintain NPDES compliance. Permittee or an authorized agent is responsible for inspecting all sediment and erosion control measures at a minimum of every 7 calendar days and within 24 hours, or one working day, of the end of a 0.5-inch (or greater) rain event.

Unless otherwise indicated, all vegetative and structural erosion and sediment control practices should be installed to the Standard Practice. The contractor is responsible for the installation of any additional erosion and sediment control measures necessary to minimize erosion and sedimentation as determined by the Engineer or Primary Contact.

1) Stabilization Practices - Areas that will not be paved or covered with non-erosive material should be stabilized using procedures in substantial conformance with the Illinois Urban Manual. This SESC Plan includes site-specific soil erosion and sediment control measures. Additional erosion controls should be implemented as necessary, as determined by the Engineer or Primary Contact.

The following temporary and permanent stabilization practices, at a minimum, are proposed:

- permanent seeding
- temporary seeding
- erosion control blanket
- other measures

Site-specific scheduling of the implementation of these practices is included in the Soil Protection Chart. A record of the dates when major grading activities occur, when construction activities cease on a portion of the site, and when stabilization measures are initiated should be included in the SWPPP.

Stabilization of disturbed areas must be initiated within 1 working day of permanent or temporary cessation of earth activities and shall be completed as soon as possible but not later than 14 days from the initialization of stabilization work in an area. Exceptions to these time frames are specified below.

   a. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable,

   b. On areas where construction activity has temporarily ceased and will resume after 14 days, a temporary stabilization method can be used. Temporary stabilization techniques and materials shall conform to the SWPPP.

2) Structural Practices - Provided below is a description of structural practices that should be implemented, to the degree attainable to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Structural practices should be placed on upland soils to the degree practicable. The installation of the following devices may be subject to Section 404 of the Clean Water Act:

- stabilized construction entrance
- silt fence
- sediment traps (provide locations and dimensions in plan set)
- other measures

The following requirements apply to protecting storm drain inlets:

- Clean, or remove and replace, the protection measures as sediment accumulates, the filter becomes clogged, and/or performance is compromised. Where there is evidence of sediment accumulation adjacent to the inlet protection measure, remove the deposited sediment by the end of the same business day in which it is found or by the end of the following business day if removal by the same business day is not feasible.

D. Storm Water Management

Provided below is a description of measures that will be installed during the construction process to control the pollutants in storm water discharges that will occur after the construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

1) The practices selected for implementation were determined on the basis of technical guidance contained in IEPA's Illinois Urban Manual, Federal, State, and/or Local Requirements. The storm water management measures include:

- detention basins (wet basins, dry basins, etc.)
- retention basins
- vegetated swales
- infiltration trenches
- other measures

2) Velocity dissipation devices, such as rip-rap aprons at flared end sections or level spreaders, shall be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a watercourse so that the natural, physical, and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

3) For any site which discharges directly to an impaired water listed for suspended solids, turbidity, or siltation, the SWPPP must be designed for a storm event equal to or greater than a 25-year 24-hour rainfall event. If required by federal regulations or the Illinois Urban Manual, the SWPPP must adhere to a more restrictive design criterion.

E. Waste Management

Solid waste materials including trash, construction debris, excess construction materials, machinery, tools and other items will be collected and disposed of off site by the contractor. The contractor is responsible to acquire the permit required for such disposal. Burning on site will not be permitted. No solid materials, including building materials, shall be discharged to Waters of the State, except as authorized by a Section 404 permit. All waste materials should be collected and stored in approved receptacles. No wastes should be placed in any location other than in the approved containers appropriate for the materials being discarded. There should be no liquid wastes deposited into dumpsters or other containers which may leak. Receptacles with deficiencies should be replaced as soon as possible and the appropriate clean-up procedure should take place, if necessary. Construction waste material is not to be buried on site. Waste disposal should comply with all Local, State, and Federal regulations.

On-site hazardous material storage should be minimized and stored in labeled, separate receptacles from non-hazardous waste. All hazardous waste should be disposed of in the manner specified by Local or State regulation or by the manufacturer.

F. Concrete Waste Management

Concrete waste or washout should not be allowed in the street or allowed to reach a storm water drainage system or watercourse. When practicable, a sign should be posted at each location to identify the washout. To the extent practicable, concrete washout areas should be located a reasonable distance from a storm water drainage inlet or watercourse, and should be located at least 10 feet behind the curb, if the washout area is adjacent to a paved road. A stabilized entrance that meets Illinois Urban Manual standards should be installed at each washout area,

The containment facilities should be of sufficient volume to completely contain all liquid and concrete waste materials including enough capacity for anticipated levels of rainwater. The dried concrete waste material should be picked up and disposed of properly when 66% capacity is reached. Hardened concrete can be properly recycled and used agalh on site (as approved by the Engineer) or hauled off site to an appropriate landfill.

If equipment and vehicles are washed on-site, the wash water must be treated in a sediment basin or alternative control providing equivalent or better treatment prior to discharge. If there are chemicals and/or petroleum products stored on-site in containers with a storage of 55 gallons or more, the containers must be stored a minimum of 50 feet from the receiving waters, constructed or natural site drainage features, and storm drain inlets. If this is infeasible dueto site constraints, the containers must be stored as far away as allowed and the SWPPP must document the reason why the 50-foot setback is infeasible and how the containers will be stored.

G. Concrete Cutting

Concrete waste management should be implemented to contain and dispose of saw-cutting slurries. Concrete cutting should not take place during or immediately after a rainfall event. Waste generated from concrete cutting should be cleaned-up and disposed into the concrete washout facility as described above.

H. Vehicle Storage and Maintenance

When not in use, construction vehicles should be stored in a designated area(s) outside of the regulatory floodplain, away from any natural or created watercourse, pond, drainage-way or storm drain. Controls should be installed to minimize the potential of runoff from the storage area(s) from reaching storm drains or water courses. Vehicle maintenance (including both routine maintenance as well as on-site repairs) should be made within a designated area(s) to prevent the migration of mechanical fluids (oil, antifreeze, etc.)into watercourses, wetlands or storm drains. Drip pans or absorbent pads should be used for all vehicle and equipment maintenance activities that involve grease, oil, solvents, or other vehicle fluids. Construction vehicles should be inspected frequently to identify any leaks; leaks should be repaired immediately or the vehicle should be removed from site. Dispose of all used oil, antifreeze, solvents and other vehicle-related chemicals in accordance with United States Environmental Protection Agency (USEPA) and IEPA regulations and per Material Safety Data Sheet (MSDS) and/or manufacturer instructions. Contractors should immediately report spills to the Primary Contact.

I. Material Storage and Good Housekeeping

Materials and/or contaminants should be stored in a manner that minimizes the potential to discharge into storm drains or watercourses. An on-site area should be designated for material delivery and storage. All materials kept on site should be stored in their original containers with legible labels, and if possible, under a roof or other enclosure. Labels should be replaced if damaged or difficult to read. Bermed-off storage areas are an acceptable control measure to prevent contamination of storm water. MSDS should be available for referencing clean-up procedures. Any release of chemicals/contaminants should be immediately cleaned up and disposed of properly. Contractors should immediately report all spills to the Primary Contact, who should notify the appropriate agencies, if needed.

To reduce the risks associated with hazardous materials on site, hazardous products should be kept in original containers unless they are not re-sealable. The original labels and MSDS should be retained on site at all times. Hazardous materials and all other material on site should be stored in accordance with manufacturer or MSDS specifications. When disposing of hazardous materials, follow manufacturer or Local and State recommended methods.

The following good housekeeping practices should be followed on site during the construction project:

- An effort should be made to store only enough product required to do the job.

- All materials stored on site should be stored in a neat, orderly manner in their appropriate containers and adequately protected from the environment.

- Products should be kept in their original containers with the original manufacturer's label.

- Substances should not be mixed with one another unless recommended by the manufacturer,

- Operations should be observed as necessary to ensure proper use and disposal of materials on site.

- Whenever possible, all of a product should be used up before disposing of the container.

- Manufacturer's recommendations for proper use and disposal should be followed.

J. Management of Portable Sanitary Stations

To the extent practicable, portable sanitary stations should be located in an area that does not drain to any protected natural areas, Waters of the State, or storm water structures and should be anchored to the ground to prevent from tipping over. Portable sanitary stations located on impervious surfaces should be placed on top of a secondary containment device, or be surrounded by a control device (e.g., gravel-bag berm). The contractor should not create or allow unsanitary conditions. Sanitary waste should be disposed of in accordance with applicable State and/or Local regulations.

K. Spill Prevention and Clean-Up Procedures

Manufacturer's recommended methods for spill clean-up should be available and site personnel should be made aware of the procedures and the location of the information and clean-up supplies. Materials and equipment necessary for spill clean-up should be kept in the material storage area on site. Equipment and materials should include, but are not limited to, brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust and plastic and/or metal trash containers specifically for this purpose.

Discharges of a hazardous substance or oil caused by a spill (e.g., a spill of oil into a separate storm sewer or Waters of the State) are not authorized by the ILR10 permit. If a spill occurs, notify the Primary Contact immediately. The construction site should have the capacity to control, contain, and remove spills, if they occur. Spills should be cleaned up immediately (after discovery) in accordance with MSDS and should not be buried on site or washed into storm sewer drainage inlets, drainage-ways, or Waters of the State.

Spills in excess of Federal Reportable Quantities (as established under 40 CFR Parts 110, 117, or 302), should be reported to the National Response Center by calling (800) 424-8802. MSDS often include information on Federal Reportable Quantities for materials. Spills of toxic or hazardous materials should be reported to the appropriate State or Local government agency, as required. When cleaning up a spill, the area should be kept well ventilated and appropriate personal protective equipment should be used to minimize injury from contact with a hazardous substance.

In addition to the good housekeeping and other management practices discussed in the previous sections of these Notes, the following minimum practices should be followed to reduce the risk of spills:

- On-site vehicles should be monitored for leaks and should receive regular preventative maintenance to reduce the chance of leakage.

- Petroleum products should be stored in tightly sealed and clearly labeled containers.

- Contractors should follow the manufacturer's recommendations for proper use, storage, and disposal of materials. Excess materials should be disposed of according to the manufacturer's instructions or State and Local regulations, and should not be discharged to the storm sewer or waterbody.

- Any chemical container with a storage of 55 gallons or more must be stored a minimum of 50 feet from any receiving waters, constructed or natural site drainage features, and storm drain inlets.

L. De-Watering Operations

During de-watering/pumping operations, only uncontaminated water should be allowed to discharge to protected natural areas, Waters of the State, or to a storm sewer system (in accordance with Local permits). Inlet hoses should be placed in a stabilized sump pit or floated at the surface of the water in order to limit the amount of sediment intake. Pumping operations may be discharged to a stabilized area that consists of an energy dissipating device (e.g., stone), sediment filter bag, or both. Adequate erosion controls should be used during de-watering operations as necessary. Stabilized conveyance channels should be installed to direct water to the desired location as applicable. Additional control measures may be installed at the outlet area at the discretion of the Primary Contact or Engineer.

M. Off-Site Vehicle Tracking

The site should have one or more stabilized construction entrances in conformance with the Plan details. Stabilized construction entrance(s) should be installed to help reduce vehicle tracking of sediments. Streets should be swept as needed to reduce excess sediment, dirt, or stone tracked from the site. Maintenance may include top dressing the stabilized entrance with additional stone and removing top layers of stone and sediment, as needed. Vehicles hauling erodible material to and from the construction site should be covered with a tarp.

N. Topsoil Stockpile Management

If topsoil is to be stockpiled at the site, select a location so that it will not erode, block drainage, or interfere with work on site. Topsoil stockpiles should not be located in the 100-year floodplain or designated buffer protecting Waters of the State. During construction of the project, soil stockpiles should be stabilized or protected with sediment trapping measures. Perimeter controls, such as silt fence, should be placed around the stockpile immediately. Stabilization of the stockpile should be completed if the stockpile is to remain undisturbed for longer than fourteen days.

O. Dust Control

Dust control should be implemented on site as necessary. Repetitive treatment should be applied as needed to accomplish control when temporary dust control measures are used. A water truck should be present on site (or available) for sprinkling/irrigation to limit the amount of dust leaving the site. Watering should be applied daily (or more frequently) to be effective. Caution should be used not to overwater, as that may cause erosion.

If field observations indicate that additional protection from wind erosion (in addition to, or in place of watering) is necessary, alternative dust suppressant controls should be implemented at the discretion and approval of the Engineer and/or Primary Contact.

Street cleaning should also be used as necessary to control dust. Paved areas that have soil on them from the construction site should be cleaned as needed, utilizing a street sweeper or bucket-type endloader or scraper at the direction of the Engineer and/or Primary Contact.

P. Wash Water Control

Wash water control should be implemented on site as necessary. Minimize the discharge of pollutants fromequilpment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge.

3. MAINTENANCE

Maintenance of the controls incorporated into this project should be performed as needed to assure their continued effectiveness. This includes prompt and effective repair and/or replacement of deficient control measures. The following is a description of procedures that should be used to maintain, in good and effective operating condition, erosion and sediment control measures and other protective measures identified in the SESC Plan and Standard Specifications.

Dust control: When temporary dust control measures are used, repetitive treatment should be applied as needed to accomplish control.

Sediment filter bags: Sediment filter bags should be installed on pump outlet hoses that discharge off site or to sensitive on-site areas, and should be placed in an area that allows for the bag to be removed without producing a sediment discharge. The bags should be inspected frequently and repaired or replaced as needed.

Silt fence: Silt fences should be inspected regularly for undercutting where the fence meets the ground, overtopping, and tears along the length of the fence. Deficiencies should be repaired immediately. Remove accumulated sediments from the fence base when the sediment reaches one-half the fence height. During final stabilization, properly dispose of any sediment that has accumulated on the silt fence. Alternative sediment control measures should be considered for areas where silt fence continually fails.

Stabilized construction entrance: The stabilized construction entrances should be maintained to prevent tracking of sediment onto public streets. Maintenance includes top dressing with additional stone and removing top layers of stone and sediment. The sediment tracked onto the public right-of-way should be removed immediately.

Temporary sediment traps: Temporary sediment traps should be inspected after each period of significant rainfall. Remove sediment and restore the trap to its original dimensions when the sediment has accumulated to one-half the design depth of the permanent pool. Place the sediment that is removed in a designated disposal area. Check the structure for damage from erosion or piping. After all sediment-producing areas have been permanently stabilized, remove the structure and all unstable sediment. Grade the area to blend with the adjoining areas and stabilize properly.

4. INSPECTIONS

The Permittee (or their authorized representative) will be responsible for conducting site inspections in compliance with the ILR10 NPDES Permit. After each inspection, a report should be prepared by the qualified personnel who performed the inspection. The inspection report should be maintained on site as part of the SWPPP.

Inspections should be conducted at least once every seven calendar days and within 24 hours or by the end of the following work day, of the end of a storm event that is 0.5 inches or greater, or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5 inches or greater rain event, or a discharge due to snowmelt occurs.

Inspections must observe the structural control measures. In addition to the other locations mentioned in the SWPPP. Areas that are inaccessible during inspections due to flooding or other unsafe conditions must be inspected within 72 hours of becoming accessible.

Each inspection should include the following components:
A. All areas where stormwater typically flows within the site must be inspected for evidence of, or the potential for, pollutants entering the drainage system. All locations where stabilization efforts have been implemented must be observed to ensure that they are still stabilized.

B. Disturbed areas and areas used for the storage of materials that are exposed to precipitation should be inspected for evidence of, or the potential for, pollutants entering the drainage system. The erosion and sediment control measures identified in the SWPPP should be observed to ensure that they have been installed and are operating correctly. Where discharge points are accessible,they should be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to the receiving waters. Locations where vehicles enter or exit the site should be inspected for off-site sediment tracking. All pumping operations and other potential non-storm water discharge sources should also be inspected.

C. For sites discharging dewatering water, you must conduct an inspection during the discharge, once per day on which the discharge occurs and record the following in a report within 24 hours of completing the inspection:

- The inspection date

- The names and titles of personnel performing the inspection

- Approximate times that the dewatering discharge began and ended on the day of inspection

- Estimates of the rate (in gallons per day) of discharge on the day of inspection

- Whether or not any of the following indications of pollutant discharge were observed at the point of discharge: a sediment plume, suspended solids, unusual color, presence of odor, decreased clarity, or presence of foam; and/or a visible sheen on the water surface or visible oily deposits on the bottom or shoreline of the receiving water,

D. Based on the results of the Inspection, the description of potential pollutant sources identified, and the pollution prevention measures described in the SWPPP should be revised, as appropriate, as soon as practicable after the Inspection. The modifications, if any, shall provide for timely implementationof any changes to the SWPPP within 7 calendar days following the inspection.

E. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the Inspection, the date(s) of the inspection, major observations relating to the implementation of the SWPPP, and actions taken in accordance with paragraph B. above should be made and retained as part of the SWPPP for at least 3 years from the date that permit coverage expires or is terminated. The report shall be signed in accordance with Part VI.G. (Signatory Requirements) of the ILR10 NPDES Permit. Any flooding or other unsafe conditions that delay Inspections must be documented in the Inspection report.

F. The Permittee shall notify the appropriate agency field operations section office by e-mail at:spa.swnoncomp@illinois.gov , telephone or fax within 24 hours of any incidence of noncompliance for any violation of the storm water pollution prevention plan observed during any inspection conducted or forviolation of any condition of this permit. The Permittee should complete and submit within 5 days an "Incidence of Non-Compliance" (ION) report for any violation of the SWPPP observed during an inspectionconducted, including those not required by the SWPPP. Submission should be on forms provided by IEPAand include specific information on the cause of non-compliance, actions which were taken to prevent any further causes of non-compliance, and a statement detailing any environmental impact, which may have resulted from the non-compliance.

G. All reports of non-compliance shall be signed by a responsible authority as defined in Part VI.G. (Signatory Requirements). of the ILR10 NPDES Permit.

H. After the initial contact has been made within the appropriate agency field operations section office, all reports of non-compliance shall be mailed to IEPA at the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Compliance Assurance Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

5. CORRECTIVE ACTIONS

You must take corrective action to address any of the following conditions identified at your site:

- A storm water control needs repair or replacement

- A storm water control necessary to comply with the requirements of this permit was never installed, or was installed incorrectly

- Your discharges are causing an exceedance of applicable water quality standards

- A prohibited discharge has occurred.

Corrective Actions shall be completed as soon as possible and documented within 7 days in an Inspection Report or report ofnoncompliance. If it is infeasible to complete the Installation or repair within 7 calendar days, you must document in your records why it is infeasible to complete the Installation or repair within the 7-day timeframe and document your schedule for Installing the storm water control(s) and making it operational as soon as feasible after the 7-day timeframe.

In the event that maintenance is required for the same storm water control at the same location 3 or more times, the control shall berepaired in a manner that prevents continued failure to the extent feasible, and you must document the condition and how it was repaired in your records. Alternatively, you must document in your records why the specific recurrence of this same issue should continue to be addressed as a routine maintenance fix.

6. NON-STORM WATER DISCHARGES

Except for flows from fire fighting activities, possible sources of non-storm water that may be combined with storm water discharges associated with the proposed activity, are described below:

- Fire fighting activities
- Fire hydrant flushings
- Water used to wash vehicles where detergents are not used
- Water used to control dust
- Potable water sources including uncontaminated waterline flushings
- Landscape irrigation drainages
- Routine external building washdown which does not use detergents
- Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless spilled materials have been removed) and where detergents have not been used.
- Uncontaminated air conditioning condensate
- Springs
- Irrigation ditches
- Uncontaminated ground water
- Foundation or footing drains where flows are not contaminated with process materials such as solvents

7. PROHIBITED NON-STORM WATER DISCHARGES

- Concrete and wastewater from washout of concrete (unless managed by an appropriate control)
- Drywall compound
- Wastewater from washout and cleanout of stucco, paint
- Form release oils
- Curing compounds and other construction materials
- Fuels, oils, or other pollutants used in vehicle or equipment operation and maintenance
- Soaps, solvents, or detergents
- Toxic or hazardous substances from a spill or other release
- Any other pollutant that could cause or tend to cause water pollution

Pollution prevention measures should be implemented for non-storm water components of the discharge.

8. RETENTION OF RECORDS

A. The permittee shall retain copies of storm water pollution prevention plans and all reports and notices required by this permit, records of all data used to complete the Notice of Intent to be covered by this permit and the Agency Notice of Permit Coverage letter for a period of at least 3 years from the date that the permit coverage expires or is terminated. This period may be extended by request of the Agency at any time.

B. The permittee shall retain a copy of the storm water pollution prevention plan and any revisions to said plan required by this permit at the construction site from the date of project initiation to the date of final stabilization. Any manuals or other documents referenced in the SWPPP shall also be retained at the construction site.

C. The SWPPP must include a record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated.

STABILIZATION TYPE	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
PERMANENT SEEDING			A									
DORMANT SEEDING	B										B	
TEMPORARY SEEDING			C				D					
SODDING			E**									
MULCHING	F											

A KENTUCKY BLUEGRASS 90 LBS/ACRE MIXED WITH PERENNIAL RYEGRASS 30 LBS/ACRE.

B KENTUCKY BLUEGRASS 135 LBS/ACRE MIXED WITH PERENNIAL RYEGRASS 45 LBS/ACRE + STRAW MULCH 2 TONS/ACRE.

C SPRING OATS 100 LBS/ACRE

D WHEAT OR CEREAL RYE 150 LBS/ACRE.

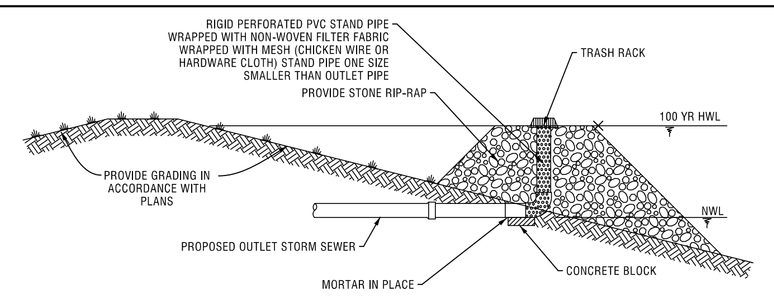
E SOD

F STRAW MULCH 2 TONS/ACRE.

* IRRIGATION NEEDED DURING JUNE AND JULY.

** IRRIGATION NEEDED FOR 2 TO 3 WEEKS AFTER APPLYING SOD.

SOIL PROTECTION CHART



PLAN CODE: (PR)

PERFORATED RISER DETAIL
NOT TO SCALE

1. THE PERFORATED RISER SHALL BE PROVIDED AS PART OF THE SEDIMENT AND EROSION CONTROL MEASURES DURING CONSTRUCTION AND IN CONJUCTION WITH THE CONSTRUCTION OF THE DETENTION BASIN.
2. WHEN THE DETENTION BASIN AND UPSTREAM TRIBUTARY DRAINAGE AREAS ARE REVEGETATED, AND WHEN DIRECTED BY THE ENGINEER, THE PERFORATED RISER SHALL BE REMOVED AND THE BASIN OUTFALL STRUCTURES SHALL BE CONSTRUCTED AND THE GRADING RESTORED IN ACCORDANCE WITH THE PLANS.

CONTRACTOR CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (ILR10) THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

PROJECT:_____

PERMIT #: ILR10_____ DATE

CONTRACTOR SIGNATURE TELEPHONE NUMBER

PRINTED NAME & TITLE

NAME OF CONTRACTING FIRM

STREET ADDRESS

CITY, STATE, ZIP CODE

TRADE/ RESPONSIBILITIES:_____

NOTE:
ALL CONTRACTORS PERFORMING WORK ON THIS SITE ARE REQUIRED TO SIGN A CONTRACTOR CERTIFICATION STATEMENT AS ILLUSTRATED ABOVE. THE SIGNED STATEMENTS WILL BE MAINTAINED ON THE SITE WITH THE SWPPP.

OWNER SWPPP CERTIFICATION

PROJECT:_____

PERMIT #: ILR10_____

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED, BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

SIGNATURE OF OWNER DATE

PRINTED NAME OF OWNER

NOTE:
THE CERTIFICATION ILLUSTRATED ABOVE SHALL BE SIGNED BY THE OWNER LISTED ON THE NOTICE OF INTENT IN ACCORDANCE WITH PART VI.G. OF THE ILR10 NPDES PERMIT. THE SIGNED STATEMENT SHALL BE MAINTAINED ON THE SITE WITH THE SWPPP.

OUTFALL NAME OR NUMBER	INLET PIPE SIZE d (IN)	VELOCITY (F/S)	LENGTH OF APRON L (FT)	RIPRAP GRADATION	WIDTH OF APRON U/S FACE 3d (FT)	WIDTH OF APRON D/S FACE 3d+L (FT)	DEPTH OF RIPRAP Y (IN)

NO.	DATE	REMARKS

NO.	DATE	REMARKS

SOIL EROSION AND SEDIMENT CONTROL PLAN - SPECIFICATIONS

THE RESIDENCES OF HIGHLAND PARK
OFF-SITE
HIGHLAND PARK, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL - Morris, IL - Indianapolis, IN
spacecoinc.com

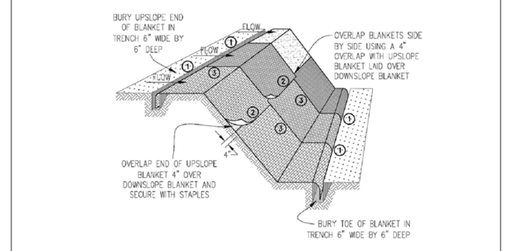
FILENAME: 11395.02_OFS-SE_SPECS

DATE: 11/25/25

JOB NO. 11395.02

SHEET SE SPECS 12 OF 18

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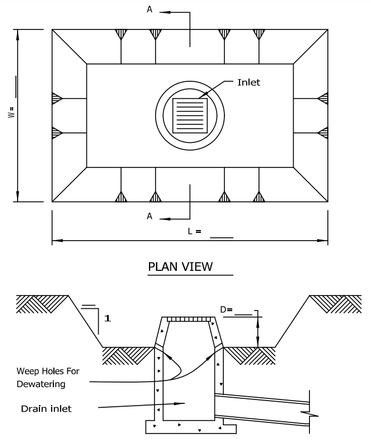
NOTES:

1. Staples shall be placed in a diamond pattern at 2 per s.y. for stitched blankets. Non-stitched shall use 4 staples per s.y. of material. This equates to 200 staples with stitched blanket and 400 staples with non-stitched blanket per 100 s.y. of material.
2. Staple or push pin lengths shall be selected based on soil type and conditions. (minimum staple length is 6")
3. Erosion control material shall be placed in contact with the soil over a prepared seedbed.
4. All anchor slots shall be stapled at approximately 12" intervals.

PLAN CODE: EB

EROSION CONTROL BLANKET INSTALLATION DETAILS

INLET PROTECTION - EXCAVATED DRAIN PLAN



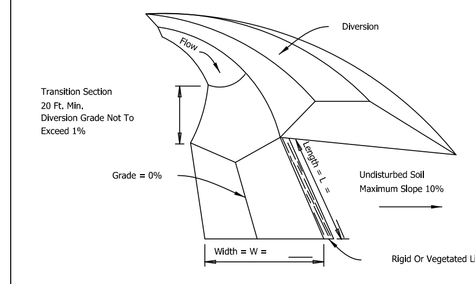
NOTES:

1. Sediment shall be removed and the trap restored to its original dimensions when the sediment has accumulated to 1/2 the design depth of the trap. Removed sediment shall be deposited in a suitable area and in such a manner that it will not erode.
2. The sediment trap shall be removed and the area stabilized when the constructed drainage area has been properly stabilized.
3. All cut slopes shall be 2:1 or flatter.

PLAN CODE: IP

REFERENCE			STANDARD DWG. NO.
Project			IL-555
Designed	Date	NRCS Natural Resources Conservation Service	SHEET 1 OF 1
Checked	Date		DATE 3-11-03
Approved	Date		

LEVEL SPREADER



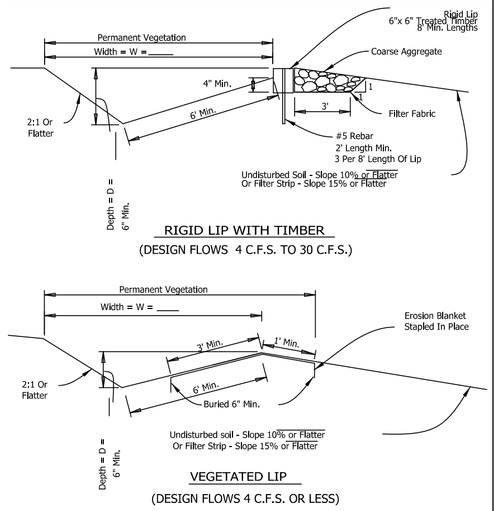
NOTES:

1. Ends of spreader shall be tied into higher ground to prevent flow around the level spreader.
2. See plans for L and W dimensions.

PLAN CODE: LS

REFERENCE			STANDARD DWG. NO.
Project			IL-570
Designed	Date	NRCS Natural Resources Conservation Service	SHEET 1 OF 2
Checked	Date		DATE 1-29-99
Approved	Date		

LEVEL SPREADER



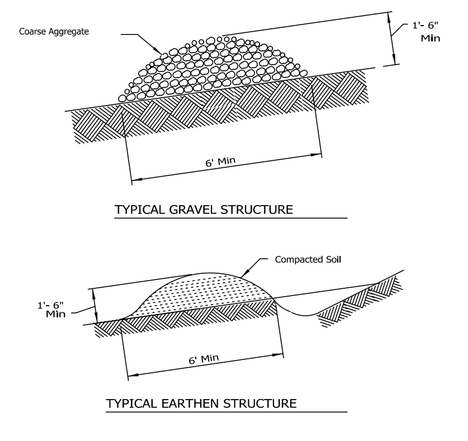
NOTES:

1. Native aggregate shall meet one of the following IDOT gradations: CA-1, or CA-3.
2. Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table 1 or 2, Class , or .
3. See sheet FILTER STRIP CRITERIA D-635 for filter strip requirements.
4. See sheet EROSION BLANKET D-640 for blanket material and installation requirements.
5. See sheet RIGID LIP D-645 for rigid lip requirements.
6. See plans for D and W dimensions.

PLAN CODE: LS

REFERENCE			STANDARD DWG. NO.
Project			IL-570
Designed	Date	NRCS Natural Resources Conservation Service	SHEET 2 OF 2
Checked	Date		DATE 1-29-99
Approved	Date		

RIGHT OF WAY DIVERSION PLAN



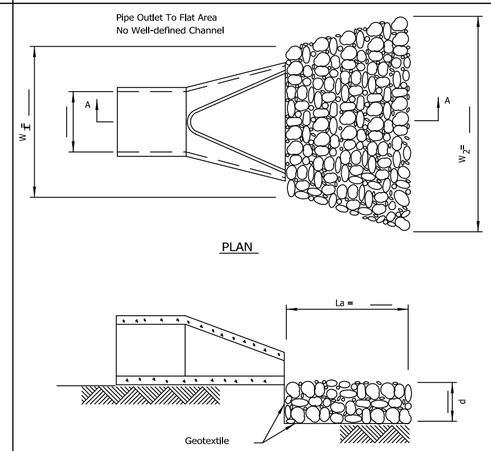
NOTES:

1. Install the diversion as soon as right-of-way has been cleared and graded.
2. Disc the base for the constructed ridge before placing fill.
3. Track the ridge to compact it to the design cross section.
4. Locate the outlet on an undisturbed area. Adjust field spacing of the diversion to use the most stable outlet areas. When natural areas are not deemed satisfactory, provide outlet protection.
5. Immediately seed and mulch the portions of the diversions not subject to construction traffic. Stabilize with gravel areas to be crossed by vehicles.
6. Coarse aggregate, if used, shall meet one of the following IDOT gradations: CA-1,CA-2 CA-3, OR CA-4.

PLAN CODE: RD

REFERENCE			STANDARD DWG. NO.
Project			IL-600
Designed	Date	NRCS Natural Resources Conservation Service	SHEET 1 OF 1
Checked	Date		DATE 3-3-93
Approved	Date		

PIPE OUTLET TO FLAT AREA



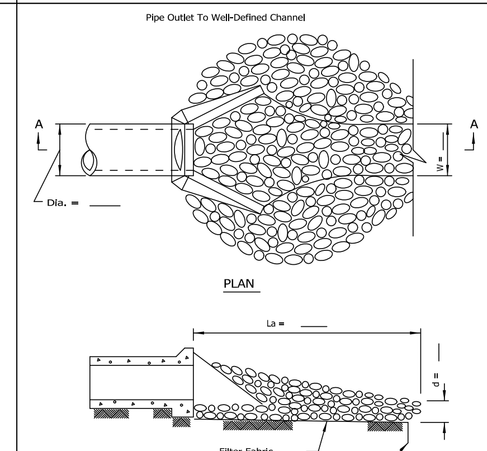
NOTES:

1. The filter fabric shall meet the requirements in material specifications 592 GEOTEXTILE Table 1 or 2, class , or . I II III
2. The rock riprap shall meet the IDOT requirements for the following gradation: RR _____ Quality _____
3. The riprap shall be placed according to construction specification 61 LOOSE ROCK RIPRAP. The rock may be equipment placed.

PLAN CODE: LA

REFERENCE			STANDARD DWG. NO.
Project			IL-610
Designed	Date	NRCS Natural Resources Conservation Service	SHEET 1 OF 1
Checked	Date		DATE 3-1-93
Approved	Date		

PIPE OUTLET TO CHANNEL



PLAN CODE: LA

NOTES:

1. The filter fabric shall meet the requirements in material specification 592 GEOTEXTILE Table 1 or 2, class , or . I II III
2. The rock riprap shall meet the IDOT requirements for the following gradation _____
3. The riprap shall be placed according to construction specification 61 LOOSE ROCK RIPRAP. The rock may be equipment placed.

REFERENCE			STANDARD DWG. NO.
Project			IL-611
Designed	Date	NRCS Natural Resources Conservation Service	SHEET 1 OF 1
Checked	Date		DATE 3-18-94
Approved	Date		

STABILIZED CONSTRUCTION ENTRANCE PLAN

NOTES:

1. Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table 1 or 2, Class , or and shall be placed over the cleared area prior to the placing of rock.
2. Rock or reclaimed concrete shall meet one of the following IDOT coarse aggregate gradation, CA-1, CA-2, CA-3 or CA-4 and be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class construction.
3. Any drainage facilities required because of washing shall be constructed according to manufacturers specifications.
4. If wash racks are used they shall be installed according to the manufacturer's specifications.

PLAN CODE: SE

STABILIZED CONSTRUCTION ENTRANCE PLAN

PLAN CODE: SE

SUMP PIT PLAN

NOTES:

1. All dimensions are optional.
2. The standpipe will be constructed by perforating a 12"-24" diameter corrugated metal or PVC pipe.
3. A base of 2" aggregate will be placed in the pit to a minimum depth of 12". After installing the standpipe, the pit surrounding the standpipe will then be backfilled with 2" aggregate.
4. The standpipe will extend 12" to 18" above the lip of the pit.
5. If discharge will be pumped directly to a storm drainage system, the standpipe will be wrapped with filter fabric before installation.
6. If desired, 1/4"-1/2" hardware cloth may be placed around the standpipe prior to attaching the filter fabric. This will increase the rate of water seepage into the pipe.

PLAN CODE: SP

TEMPORARY SEDIMENT TRAP

NOTES:

1. If the sediment pool is formed or enlarged the side slope will be 2:1 or flatter.
2. The fill shall be constructed using IDOT RR-4 stone size. A 1'layer of IDOT CA-2 should be placed on the inside face to reduce the flow rate.
3. The rock will be placed according to construction specification 25 ROCKFILL. Placement will be by Method 1 and compaction will be class .III
4. The geotextile shall meet the requirements in material specification 592 GEOTEXTILE table 1 or 2, class , or . I II IV

PLAN CODE: ST

SILT FENCE PLAN SPACECO, INC. PRIMARY DETAIL

NOTES:

1. Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization. Silt fence shall be placed on the flattest area available.
2. Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1 or 2, Class with equivalent opening size of at least 30 for nonwoven and 40 for woven.
3. Fence posts shall be either standard steel post or wood post with a minimum cross-sectional area of 3.0 sq. in.

PLAN CODE: XX

SILT FENCE WITH WIRE SUPPORT PLAN SPACECO, INC. ALTERNATE DETAIL

NOTES:

1. Silt Fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization. Silt fence shall be placed on the flattest area available.
2. Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1 or 2, Class with equivalent opening size of at least 30 for nonwoven and 40 for woven.
3. Fence posts shall be either standard steel post or wood post with a minimum cross-sectional area of 3.0 sq. in.

PLAN CODE: XX

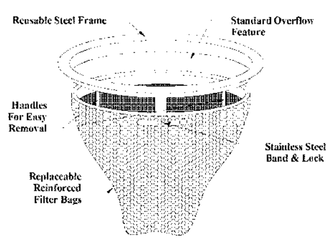
TREE PROTECTION - FENCING

NOTES:

1. The fence shall be located a minimum of 1 foot outside the drip line of the tree to be saved and in no case closer than 5 feet to the trunk of any tree.
2. Fence posts shall be either standard steel posts or wood posts with a minimum cross sectional area of 3.0 sq. in.
3. The fence may be either 40" high snow fence, 40" plastic web fencing or any other material as approved by the engineer/inspector.

PLAN CODE: TP

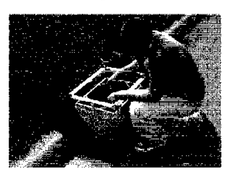
Catch-All - is a manufactured inlet filtration device designed to significantly reduce the ingress of pollutants into stormwater systems, and therefore, improve water quality. Designs are available for a custom fit in virtually any drainage structure casting.



Catch-All HR is available to provide the added benefit of hydrocarbon removal.

Design Benefits

1. Pollution Prevention
   - Sediment Control
2. Pollution Removal
   - Hydrocarbons (Catch-All HR)
   - Total Suspended Sediment
   - Phosphorus*
   - Nitrogen*
   - Heavy Metals*
   - *By virtue of sediment control*



Applicaitons

1. Site Development & Highway Construction
   - Inlet Protection / Sediment Control
2. Permanent BMP
   - Maintenance Yards
   - Wash Bays
   - Parking Lots & Garages
   - Airports – Tarmac, Cab/Limo Stands, Rental Returns
   - Bank/Fast Food Drive-Ups
   - Reduce Maintenance of Underground Detention Systems
   - Reduce Maintenance of Underground Oil/Water Separators

PLAN CODE: FF

NOTES:

1. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and/or slurry and returning the facilities to a functional condition.
2. Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.

PLAN CODE: CW

NOTES:

1. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and/or slurry and returning the facilities to a functional condition.
2. Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.

PLAN CODE: CW

NOTES:

1. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and/or slurry and returning the facilities to a functional condition.
2. Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.
3. Each straw bale is to be staked in place using (2) 2"x2"x4' wooden stakes.

PLAN CODE: CW

PLAN CODE: DC

American Excelsior Company
Erosion Science Division

REFERENCE			STANDARD DWG. NO.
Project			IUM-620A
Designed	Date	NRCS Natural Resources Conservation Service	SHEET 1 OF 2
Checked	Date		DATE 3-03-12
Approved	Date		

REFERENCE			STANDARD DWG. NO.
Project			IUM-620A(W)
Designed	Date	NRCS Natural Resources Conservation Service	SHEET 1 OF 2
Checked	Date		DATE 3-03-12
Approved	Date		

REFERENCE			STANDARD DWG. NO.
Project			IL-630
Designed	Date	NRCS Natural Resources Conservation Service	SHEET 1 OF 2
Checked	Date		DATE 3-1-94
Approved	Date		

REFERENCE			STANDARD DWG. NO.
Project			IL-630
Designed	Date	NRCS Natural Resources Conservation Service	SHEET 2 OF 2
Checked	Date		DATE 3-1-94
Approved	Date		

REFERENCE			STANDARD DWG. NO.
Project			IL-650
Designed	Date	NRCS Natural Resources Conservation Service	SHEET 1 OF 1
Checked	Date		DATE 3-1-94
Approved	Date		

REFERENCE			STANDARD DWG. NO.
Project			IL-660
Designed	Date	NRCS Natural Resources Conservation Service	SHEET 1 OF 1
Checked	Date		DATE 1-12-01
Approved	Date		

REFERENCE			STANDARD DWG. NO.
Project			IL-690
Designed	Date	NRCS Natural Resources Conservation Service	SHEET 1 OF 1
Checked	Date		DATE 3-1-94
Approved	Date		

TEMPORARY CONCRETE WASHOUT FACILITY - BARRIER WALL

TEMPORARY CONCRETE WASHOUT FACILITY - EARTHEN TYPE

TEMPORARY CONCRETE WASHOUT FACILITY - STRAW BALE

AMERICAN EXCELSIOR COMPANY ARLINGTON, TEXAS

CURLEX SEDIMENT LOGS & DITCH/CHANNEL APPLICATION DETAIL

NO.	DATE	REMARKS

NO.	DATE	REMARKS

SOIL EROSION AND SEDIMENT CONTROL DETAILS

OFF-SITE IMPROVEMENTS FOR THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 11395.02_OFS-SE_DETAILS

DATE: 11/25/25

JOB NO. 11395.02

SHEET
SE DETAILS
13 OF 18

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RIDGE RD

OLD DEERFIELD RD

RICHFIELD AVE

UP W/LIGHT & MULTIPLE UNDERGROUND CONNECTIONS

"HANDICAP PARKING"

TDS METROCOM VAULT

ICV

SITE BENCHMARK #3

SITE BENCHMARK #1

PER JULIE REPORT

"STOP"

"DIP"

6 WIRES

8 WIRES

UNDERGROUND WIRE CONNECTION

UP W/LIGHT

GUY WIRE ANCHOR

MCI VAULT

"FOR SALE" WOOD SIGN

UP W/LIGHT & UNDERGROUND WIRE CONNECTION

CONC & BRICK WALL

MEET EXISTING WALK

EXISTING R.O.W.

MEET EXISTING CURB AND GUTTER

VARIABLE HEIGHT CURB TO MEET SIDEWALK GRADE ALONG PATIO AREAS

MEET EXISTING BRICK PAVING SEE LANDSCAPE PLANS

BARRIER CURB SEE LANDSCAPE PLAN

CURB RAMP

MEET EXISTING PAVEMENT (TYP.)

"BUS STOP"

"NO PARKING"

"NO TRUCKS"

"OLD DEERFIELD RD/RICHFIELD AVE"

LOW WIRE CONNECT=672.42

SITE BENCHMARK #2

UP W/NO MAST UNDERGROUND WIRE C

UP W/10' MAST E-W & 6' MAST NW-SE & LIGHT

UP W/10' MAST E-W & 6' MAST NW-SE & LIGHT UNDERGROUND WIRE CONNECTION

LOW WIRE CONNECT=673.22

UP W/10 MAST N-S & NW-SE & 6 WIRES

LOW WIRE CONNECT=673.59

UP W/10 MAST N-S & NW-SE & 6 WIRES UNDERGROUND WIRE CONNECTION

UP W/10 MAST N-S & 6 WIRES

FO VAULT

GUY WIRE ANCHOR ON COMCAST SWITCH PAD

COMMUNICATIONS VAULT

COMCAST BOX ON BLDG

AUTO SPRINKLER

BUILDING

BRICK WALL

STONE WALL

METAL GARBAGE CAN

FLAG POLE

HANDICAPPED DOOR ACCESS BUTTON

METAL BIKE RACK

COLUMN (TYP.)

BARRIER CURB

STONE MEMORIAL / MON

BOLLARD W/ LIGHT

LIGHT

BENCH

CLEAN OUT

"NO PARKING"

"BIKE PATH"

"CAUTION" PROTECT EXISTING LANDSCAPING ALONG RESTAURANT PROPERTY DURING WALK CONSTRUCTION

CURB RAMP

CURB RAMP

1-6" RISER

2-6" RISERS

CONCRETE PAVEMENT

LINED APRON

PERMANENT SEEDING

PAVING

FABRIC FILTER

SILT FENCE

STABILIZED CONSTRUCTION ENTRANCE

SYMBOL LEGEND

SCALE 1" = 20'

0 20 40

N

OLD DEERFIELD ROAD GRADING PLAN

OFF-SITE
THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

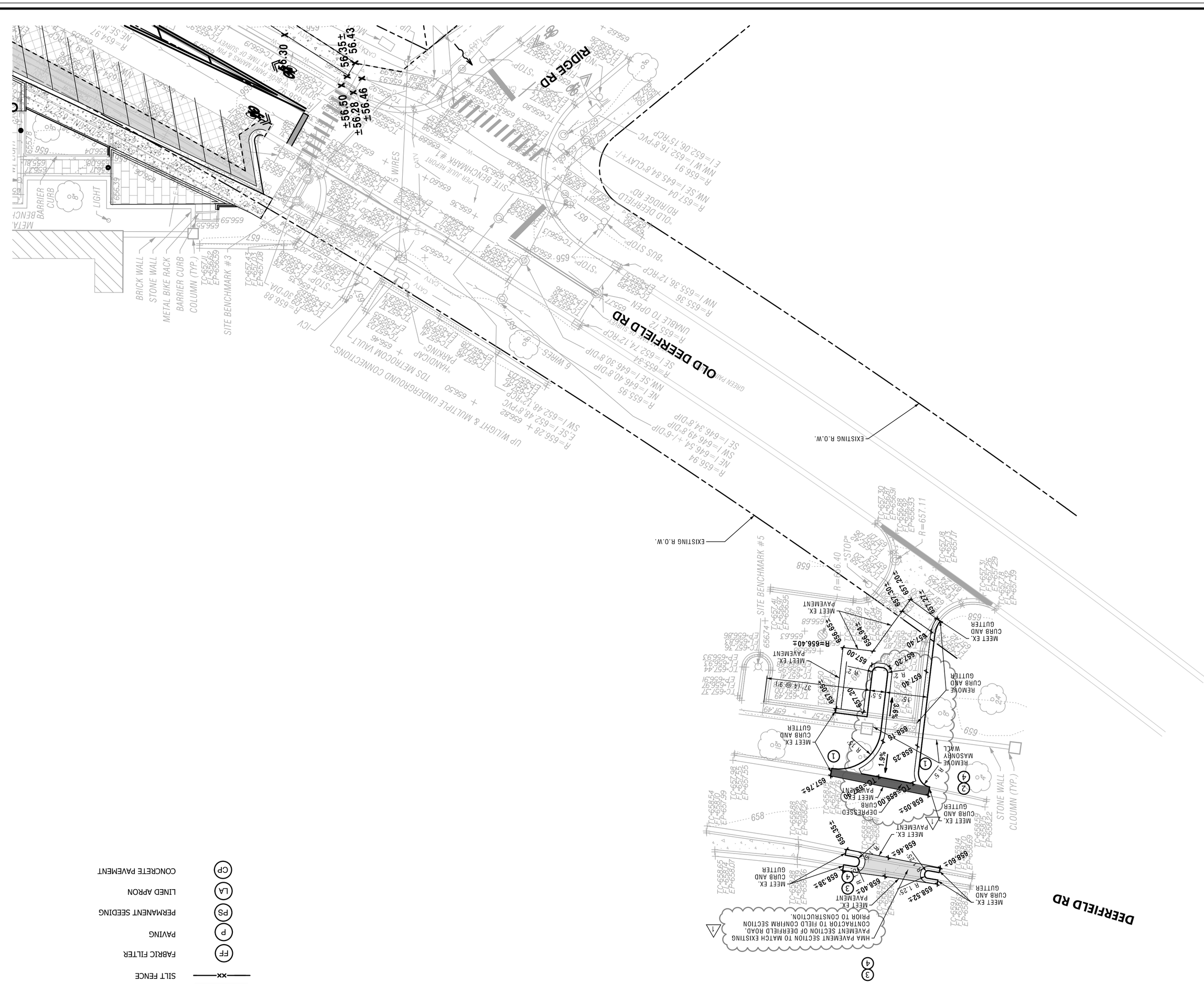
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DATE: 11/25/25

JOB NO. 11395.02

FILENAME: 11395.02_OFS-SE1

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NO.	DATE	REMARKS

DEERFIELD ROAD SOIL EROSION AND SEDIMENT CONTROL PLAN

THE RESIDENCES OF HIGHLAND PARK OFF-SITE

HIGHLAND PARK, ILLINOIS

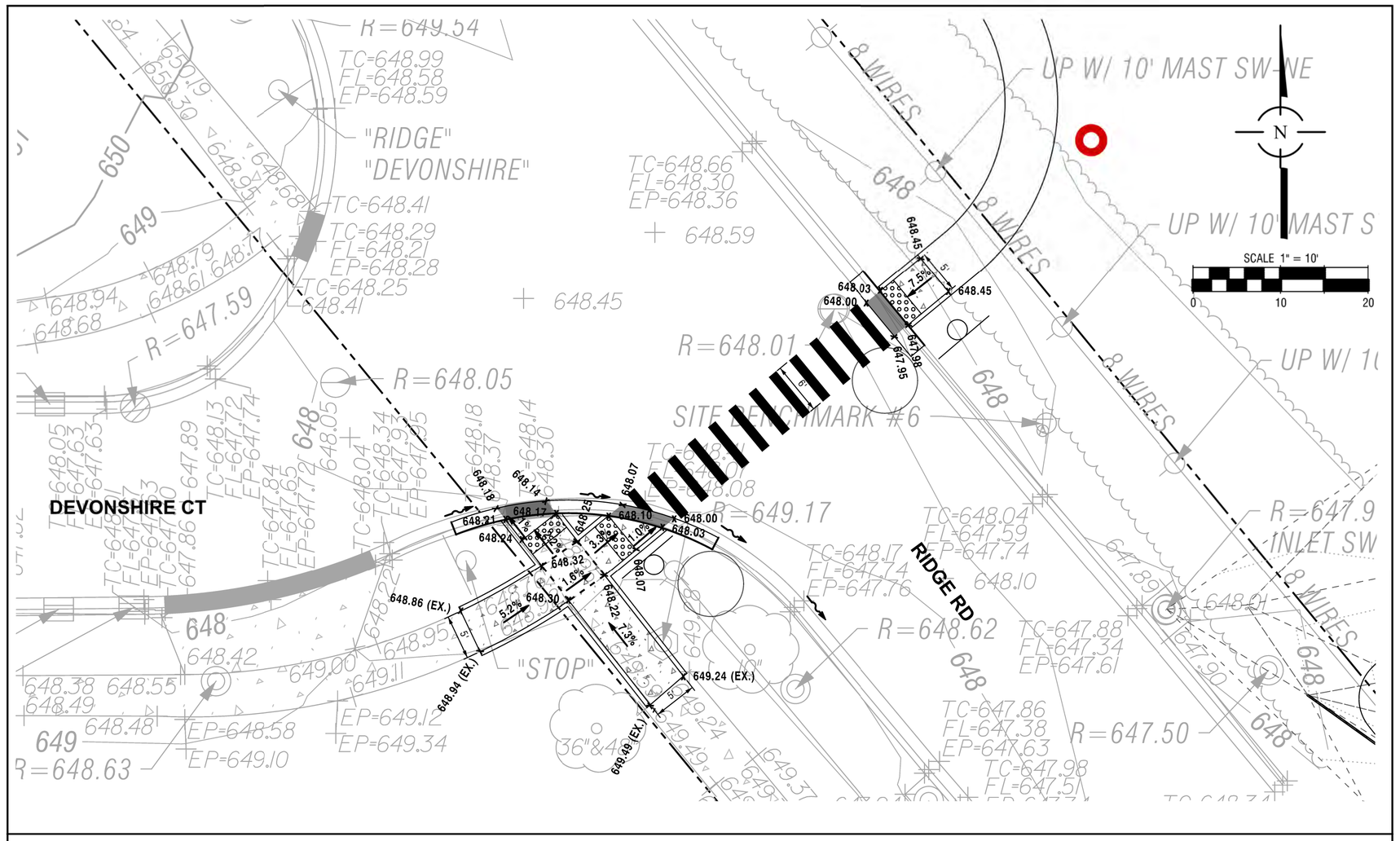
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DATE: 11/25/25

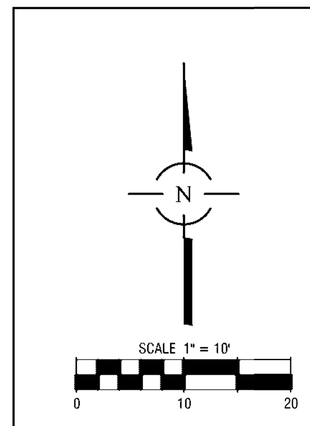
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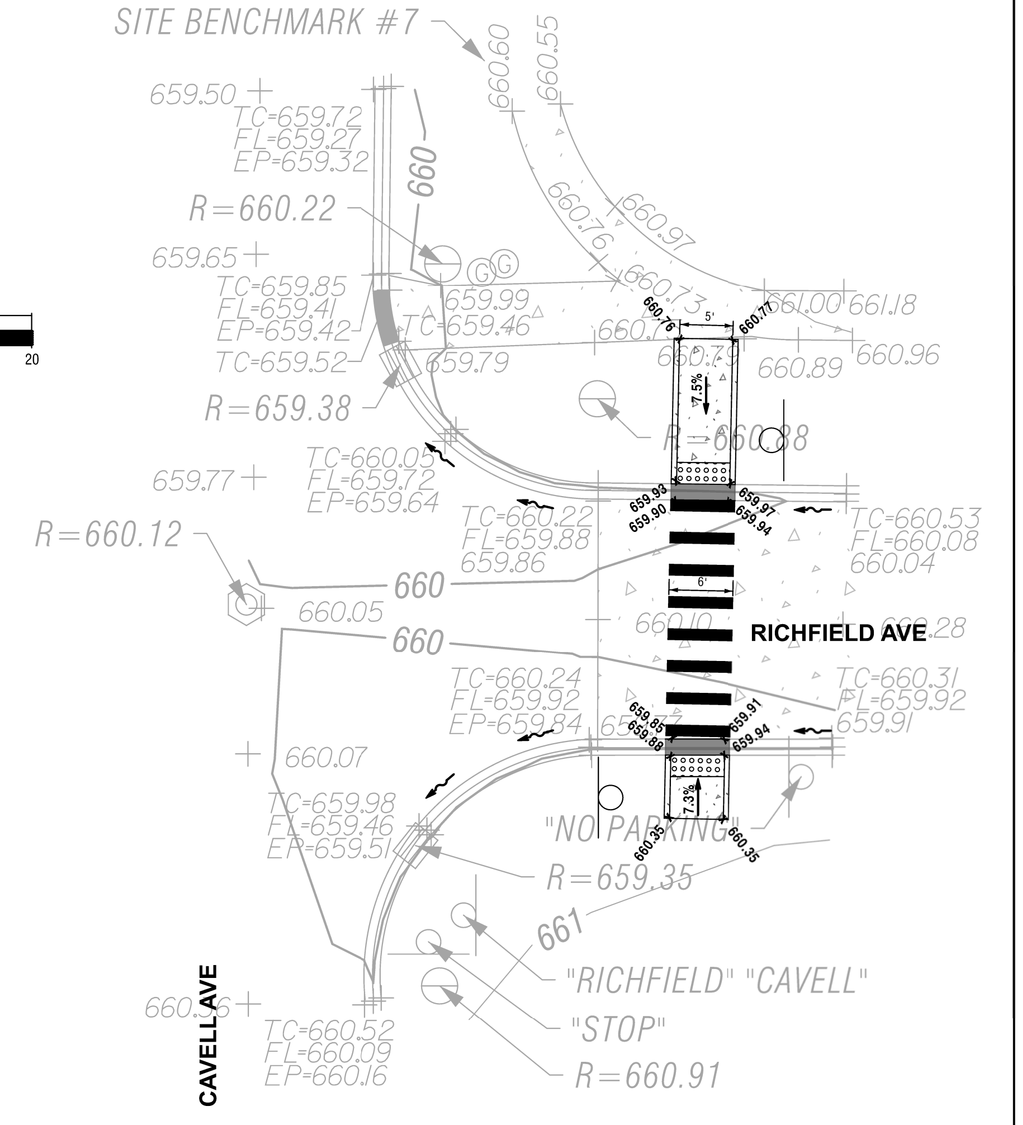
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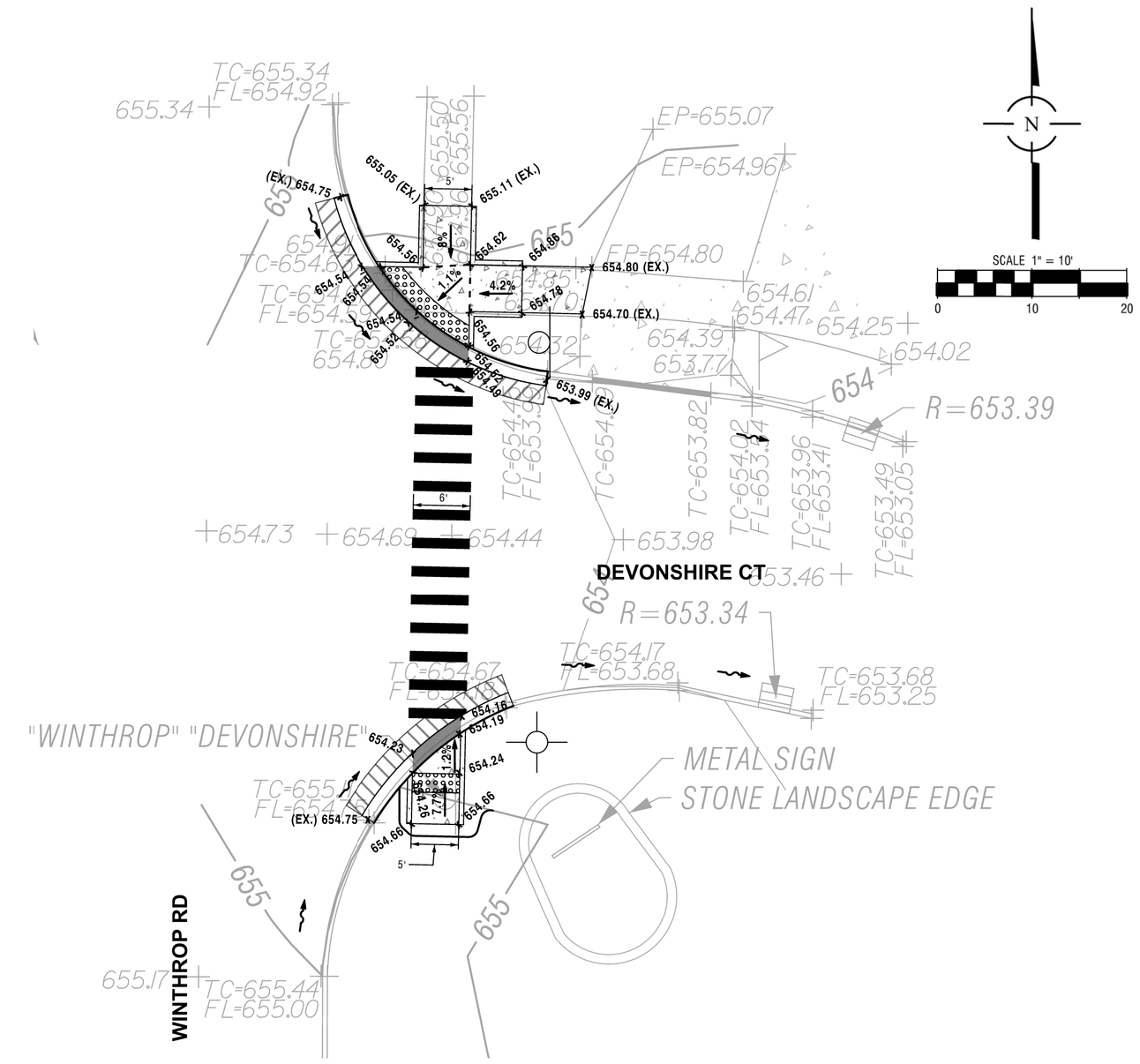


DEVONSHIRE COURT / RIDGE AVENUE CROSSWALK





RICHFIELD AVENUE / CAVELL AVENUE CROSSWALK



DEVONSHIRE COURT / WINTHROP ROAD CROSSWALK

SYMBOL LEGEND

- STABILIZED CONSTRUCTION ENTRANCE
- SILT FENCE
- (FF) FABRIC FILTER
- (P) PAVING
- (PS) PERMANENT SEEDING
- (LA) LINED APRON
- (CP) CONCRETE PAVEMENT

NO.	DATE	REMARKS

NO.	DATE	REMARKS

CROSSWALKS SOIL EROSION AND SEDIMENT CONTROL PLAN

THE RESIDENCES OF HIGHLAND PARK — OFF-SITE

HIGHLAND PARK, ILLINOIS

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FILENAME: 11395.02_OFS-SE3

DATE: 11/25/25

JOB NO. 11395.02

SHEET SE3

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EARTHWORK NOTES

1. GENERAL

   A. IT IS THE CONTRACTOR'S RESPONSIBILITY TO UNDERSTAND THE SOIL AND GROUNDWATER CONDITIONS AT THE SITE. THE CONTRACTOR SHALL OBTAIN AND READ THE GEOTECHNICAL REPORTS AVAILABLE FROM THE OWNER.

   B. ANY QUANTITIES IN THE BID PROPOSAL ARE INTENDED AS A GUIDE FOR THE CONTRACTOR'S USE IN DETERMINING THE SCOPE OF THE COMPLETED PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ALL MATERIAL QUANTITIES AND APPRAISE HIMSELF OF ALL SITE CONDITIONS. THE CONTRACT PRICE SUBMITTED BY THE CONTRACTOR SHALL BE CONSIDERED AS LUMP SUM FOR THE COMPLETE PROJECT. NO CLAIMS FOR EXTRA WORK WILL BE RECOGNIZED UNLESS ORDERED IN WRITING BY THE OWNER.

   C. THE CONTRACTOR WILL NOTE THAT THE ELEVATIONS SHOWN ON THE CONSTRUCTION PLANS ARE FINISHED GRADE ELEVATIONS AND THAT PAVEMENT THICKNESS, TOPSOIL, ETC. MUST BE SUBTRACTED TO DETERMINE SUBGRADE ELEVATIONS.

   D. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE DURING CONSTRUCTION, AND PREVENT STORMWATER FROM RUNNING INTO OR STANDING IN EXCAVATED AREAS. THE FAILURE TO PROVIDE PROPER DRAINAGE WILL NEGATE ANY POSSIBLE ADDED COMPENSATION REQUESTED DUE TO DELAYS OR UNSUITABLE MATERIALS CREATED AS A RESULT THEREOF. FINAL GRADES SHALL BE PROTECTED AGAINST DAMAGE FROM EROSION, SEDIMENTATION AND TRAFFIC.

   E. PLANS FOR THE SITE DEWATERING, IF EMPLOYED, SHALL BE SUBMITTED TO AND APPROVED BY THE OWNER PRIOR TO IMPLEMENTATION. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR DEWATERING DURING CONSTRUCTION.

   F. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTATION OF THE "SOIL EROSION AND SEDIMENTATION CONTROL MEASURES". THE INITIAL ESTABLISHMENT OF EROSION CONTROL PROCEDURES AND THE PLACEMENT OF SILT AND FILTER FENCING, ETC. TO PROTECT ADJACENT PROPERTY, WETLANDS, ETC. SHALL OCCUR BEFORE GRADING BEGINS. A MUNICIPAL EROSION CONTROL INSPECTION MAY BE REQUIRED BEFORE ANY EARTHWORK IS PERFORMED.

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

   H. EXCESS MATERIALS, IF NOT UTILIZED AS FILL, SHALL BE COMPLETELY REMOVED FROM THE CONSTRUCTION SITE AND DISPOSED OF OFF-SITE BY THE CONTRACTOR.

   I. ALL EARTHWORK SHALL BE DONE UNDER THE SUPERVISION OF AN ILLINOIS LICENSED ENGINEER WHO SPECIALIZES IN THE GEOTECHNICAL FIELD (SOILS ENGINEER). THIS ENGINEER WILL BE RESPONSIBLE FOR ENSURING THAT ALL UNSUITABLE MATERIALS ARE REMOVED, ALL STRUCTURAL FILL MATERIALS ARE PROPERLY PLACED AND COMPACTED, ALL PAVEMENT SUBGRADES ARE PROPERLY PREPARED, PROOF ROLLING SUBGRADES AND BASE COURSES, AND ENSURING THAT ALL WATER RETAINING EMBANKMENTS ARE PROPERLY CONSTRUCTED. THE DEVELOPER PAYS FOR ALL GEOTECHNICAL SERVICES.

2. TOPSOIL EXCAVATION INCLUDES:

   A. EXCAVATION OF TOPSOIL AND OTHER STRUCTURALLY UNSUITABLE MATERIALS WITHIN THOSE AREAS THAT WILL REQUIRE EARTH EXCAVATION OR COMPACTED EARTH FILL MATERIAL. EXISTING VEGETATION SHALL BE REMOVED PRIOR TO STRIPPING TOPSOIL OR FILLING AREAS.

   B. PLACEMENT OF THE EXCAVATED MATERIAL IN OWNER DESIGNATED AREAS FOR FUTURE USE WITHIN AREAS TO BE LANDSCAPED, AND THOSE AREAS NOT REQUIRING STRUCTURAL FILL MATERIAL. PROVIDE NECESSARY EROSION CONTROL MEASURES FOR STOCKPILE.

   C. TOPSOIL STOCKPILED FOR RESPREAD SHALL BE FREE OF CLAY AND SHALL NOT CONTAIN ANY OF THE TRANSITIONAL MATERIAL BETWEEN THE TOPSOIL AND CLAY. THE TRANSITIONAL MATERIAL SHALL BE USED IN NON-STRUCTURAL FILL AREAS OR DISPOSED OF OFF-SITE.

   D. TOPSOIL RESPREAD SHALL INCLUDE HAULING AND SPEADING 6" OF TOPSOIL OVER AREAS TO BE LANDSCAPED WHERE SHOWN ON THE PLANS OR DIRECTED BY THE OWNER.

   E. MODERATE COMPACTION IS REQUIRED IN NON-STRUCTURAL FILL AREAS.

3. EARTH EXCAVATION INCLUDES:

   A. EXCAVATION OF CLAY AND OTHER MATERIALS WHICH ARE SUITABLE FOR USE AS STRUCTURAL FILL. THE EXCAVATION SHALL BE TO WITHIN A TOLERANCE OF 0.1 FEET OF THE PLAN SUBGRADE ELEVATIONS WHILE MAINTAINING PROPER DRAINAGE. THE TOLERANCE WITHIN PAVEMENT AREAS SHALL BE SUCH THAT THE EARTH MATERIALS SHALL "BALANCE" DURING THE FINE GRADING OPERATION.

   B. PLACEMENT OF THE CLAY AND OTHER SUITABLE MATERIALS SHALL BE WITHIN THOSE AREAS REQUIRING STRUCTURAL FILL IN ORDER TO ACHIEVE THE PLAN SUBGRADE ELEVATIONS TO WITHIN A TOLERANCE OF 0.1 FEET. THE FILL MATERIAL SHALL BE PLACED IN LOOSE LIFTS THAT SHALL NOT EXCEED EIGHT (8) INCHES IN THICKNESS, AND THE WATER CONTENT SHALL BE ADJUSTED IN ORDER TO ACHIEVE REQUIRED COMPACTION.

      STRUCTURAL FILL MATERIAL MAY BE PLACED WITHIN THOSE PORTIONS OF THE SITE NOT REQUIRING STRUCTURAL FILL TO WITHIN SIX (6) INCHES OF THE PLAN FINISHED GRADE ELEVATION. IN AREAS REQUIRING STRUCTURAL FILL, HOWEVER, THIS MATERIAL SHALL NOT BE PLACED OVER TOPSOIL OR OTHER UNSUITABLE MATERIALS UNLESS SPECIFICALLY DIRECTED BY A SOILS ENGINEER WITH THE CONCURRENCE OF THE OWNER.

   C. COMPACTION OF THE CLAY AND OTHER SUITABLE MATERIALS, SHALL BE TO AT LEAST 93% OF THE MODIFIED PROCTOR DRY DENSITY WITHIN PROPOSED PAVEMENT AREAS, SIDEWALK, ETC. COMPACTION SHALL BE AT LEAST 95% OF THE MODIFIED PROCTOR WITHIN PROPOSED BUILDING PAD AREAS.

   D. EXCAVATION: QUANTITIES OF EARTH EXCAVATION INDICATED ELSEWHERE IN THIS CONTRACT HAVE BEEN COMPUTED BY THE END AREA METHOD AS PROVIDED FOR IN SECTION 202 OF THE STANDARD SPECIFICATIONS. EXCAVATED MATERIALS NOT NEEDED FOR THIS JOB SITE SHALL BE LEGALLY DISPOSED OF. PAYMENT SHALL BE MADE AT THE CONTRACT UNIT PRICE PER CUBIC YARD OF EARTH EXCAVATION.

4. UNSUITABLE MATERIAL

   UNSUITABLE MATERIAL SHALL BE CONSIDERED AS MATERIAL WHICH IS NOT SUITABLE FOR THE SUPPORT OF PAVEMENT AND BUILDING CONSTRUCTION, AND IS ENCOUNTERED BELOW NORMAL TOPSOIL DEPTHS AND THE PROPOSED SUBGRADE ELEVATION. THE DECISION TO REMOVE SAID MATERIAL, AND TO WHAT EXTENT, SHALL BE MADE BY A SOILS ENGINEER WITH THE CONCURRENCE OF THE OWNER.

5. MISCELLANEOUS THE CONTRACTOR SHALL:

   A. SPREAD AND COMPACT UNIFORMLY TO THE DEGREE SPECIFIED ALL EXCESS TRENCH SPOIL AFTER COMPLETION OF THE UNDERGROUND IMPROVEMENTS.

   B. SCARIFY, DISC, AERATE, AND COMPACT, TO THE DEGREE SPECIFIED, THE UPPER TWELVE (12) INCHES OF THE SUITABLE SUBGRADE MATERIAL, IN ALL AREAS THAT MAY BE SOFT DUE TO EXCESS MOISTURE CONTENT. THIS APPLIES TO CUT AREAS AS WELL AS FILL AREAS.

   C. PROVIDE WATER TO ADD TO DRY MATERIAL IN ORDER TO ADJUST THE MOISTURE CONTENT FOR THE PURPOSE OF ACHIEVING THE SPECIFIED COMPACTION.

   D. BACKFILL THE CURB AND GUTTER AFTER ITS CONSTRUCTION AND PRIOR TO THE PLACEMENT OF THE BASE COURSE MATERIAL. THE CURBS SHALL NOT BE BACKFILLED UNTIL THE CONCRETE HAS CURED FOR AT LEAST 7 DAYS.

   E. TRENCH COMPACTION: ALL TRENCHES SHALL BE COMPACTED BY MECHANICAL TECHNIQUES APPROVED BY THE SOILS ENGINEER UNTIL PROPER COMPACTION IS ACHIEVED. THE REQUIREMENT FOR MECHANICAL COMPACTION MAY BE WAIVED IF, IN THE OPINION OF THE SOILS ENGINEER AND THE MUNICIPAL ENGINEER, THE BACKFILLED TRENCHES MEET THE DENSITY REQUIREMENTS. JETTING OF TRENCHES FOR COMPACTION WILL NOT BE ALLOWED.

6. TESTING AND FINAL ACCEPTANCE

   A. THE CONTRACTOR SHALL PROVIDE AS A MINIMUM, A FULLY LOADED SIX-WHEEL TANDEM AXLE TRUCK FOR PROOF ROLLING THE PAVEMENT SUBGRADE PRIOR TO THE PLACEMENT OF THE CURB AND GUTTER AND THE BASE MATERIAL. THIS SHALL BE WITNESSED BY MUNICIPAL ENGINEER AND THE OWNER. SEE PAVING SPECIFICATION.

   B. ANY UNSUITABLE AREA ENCOUNTERED AS A RESULT OF PROOF ROLLING SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL, OR OTHERWISE CORRECTED, APPROVED BY THE SOILS CONSULTANT.

   C. ANY TESTING THAT IS REQUIRED OF THIS CONSTRUCTION IS CONSIDERED INCIDENTAL TO THE COST OF CONSTRUCTION. NO SEPARATE PAYMENT WILL BE MADE.

SIGNING AND PAVEMENT MARKING

1. ALL SIGNING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SSRBC), MUNICIPAL CODE AND THESE PLANS.
2. CONTRACTOR SHALL ESTABLISH LOCATION OF ALL SIGNS AND MARKINGS FOR APPROVAL BY THE OWNER PRIOR TO INSTALLATION.
3. SIGNS: SIGNS SHALL BE CONSTRUCTED OF 0.080 INCH THICK FLAT ALUMINUM PANELS WITH REFLECTORIZED LEGEND ON THE FACE IN ACCORDANCE WITH (SSRBC) SECTION 720. LEGEND SHALL BE IN ACCORDANCE WITH MUTCD AND AS SHOWN ON THE PLANS.
4. POSTS: SIGN POSTS SHALL BE A HEAVY DUTY STEEL "U" SHAPED CHANNEL WEIGHING 3.0 POUNDS/FOOT SUCH AS A TYPE B METAL POST PER (SSRBC) SECTION 729 [OR: 2" PERFORATED STEEL TUBE PER (SSRBC) SECTION 728].
5. SIGNS AND POSTS SHALL BE INSTALLED IN ACCORDANCE WITH THE ABOVE (SSRBC) SECTIONS AND IDOT STANDARD 729001 EXCEPT AS MODIFIED BY THE PLANS.
6. PAVEMENT MARKINGS: ALL PAVEMENT MARKINGS IN THE ROADWAY LIMITS, SUCH AS STOP LINES, CENTERLINES, CROSSWALKS AND DIRECTIONAL ARROWS SHALL BE REFLECTORIZED THERMOPLASTIC PER (SSRBC) SECTION 780, EXCEPT AS MODIFIED BY THE PLANS. [NOTE TO ENGINEER: IDOT PREFERS REFLECTORIZED PAINT ON CONCRETE PAVEMENT - CHECK WITH AGENCY WHO WILL MAINTAIN ROAD.]
7. PAVEMENT MARKINGS ON BIKE PATHS, PARKING LOT STALLS, AND SIMILAR "LOW WEAR" APPLICATION, SHALL BE PAINT IN ACCORDANCE TO (SSRBC) SECTION 780, EXCEPT AS MODIFIED BY THE PLANS. REFLECTIVE BEADS ARE NOT REQUIRED.
8. COLOR, WIDTH, STYLE, AND SIZE OF ALL MARKINGS SHALL BE IN ACCORDANCE WITH (MUTCD) EXCEPT AS MODIFIED BY THE PLANS.
9. THERMOPLASTIC MARKINGS SHALL BE INSTALLED WHEN THE PAVEMENT TEMPERATURE IS 55° F AND RISING, PAINT MARKINGS MAY BE INSTALLED WHEN THE AIR TEMPERATURE IS 50° F AND RISING.

PAVING NOTES

1. GENERAL

   A. PAVING WORK INCLUDES FINAL SUBGRADE SHAPING, PREPARATION AND COMPACTION; PLACEMENT OF SUB-BASE OR BASE COURSE MATERIALS; BITUMINOUS BINDER AND/OR SURFACE COURSES; FORMING, FINISHING AND CURING CONCRETE PAVEMENT, CURBS AND WALKS; AND FINAL CLEAN-UP AND ALL RELATED WORK.

   B. COMPACTION REQUIREMENTS: [REFERENCE ASTM D-1557 (MODIFIED PROCTOR)] SUB-GRADE = 93%; SUB-BASE = 93%; AGGREGATE BASE COURSE = 95%; BITUMINOUS COURSES = REFER TO SSRBC ARTICLE 406.07. THE SOILS ENGINEER IS RESPONSIBLE FOR ENSURING THAT MATERIALS ARE PROPERLY PLACED AND COMPACTED.

   C. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE PROPER BARRICADING, WARNING DEVICES AND THE SAFE MANAGEMENT OF TRAFFIC WITHIN THE AREA OF CONSTRUCTION. ALL SUCH DEVICES AND THEIR INSTALLATION SHALL CONFORM TO THE ILLINOIS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION AND IN ACCORDANCE WITH THE MUNICIPAL CODE.

2. SUB-GRADE PREPARATION

   A. EARTHWORK FOR PROPOSED PAVEMENT SUBGRADE SHALL BE FINISHED TO WITHIN 0.1 FOOT, PLUS OR MINUS, OF PLAN ELEVATION. THE CONTRACTOR SHALL SATISFY HIMSELF THAT THE SUBGRADE HAS BEEN PROPERLY PREPARED AND THAT THE FINISH TOP SUBGRADE ELEVATION HAS BEEN GRADED WITHIN TOLERANCES ALLOWED IN THESE SPECIFICATIONS. UNLESS THE CONTRACTOR ADVISES THE OWNER AND ENGINEER IN WRITING PRIOR TO FINE GRADING FOR BASE COURSE CONSTRUCTION, IT IS UNDERSTOOD THAT HE HAS APPROVED AND ACCEPTS THE RESPONSIBILITY FOR THE SUBGRADE.

   B. PRIOR TO THE PLACEMENT OF THE BASE COURSE, THE SUBGRADE MUST BE PROOF ROLLED AND INSPECTED FOR UNSUITABLE MATERIALS AND/OR EXCESSIVE MOVEMENT. THE SOILS ENGINEER SHALL CONDUCT AND THE VILLAGE SHALL WITNESS ALL PROOF ROLLS. IF UNSUITABLE SUBGRADE IS ENCOUNTERED, IT SHALL BE CORRECTED IN A MANNER APPROVED BY THE OWNER OR HIS REPRESENTATIVE. THIS MAY INCLUDE ONE OR MORE OF THE FOLLOWING METHODS:
      1) SCARIFY DISC AND AERATE,
      2) REMOVE AND REPLACE WITH STRUCTURAL CLAY FILL,
      3) REMOVE AND REPLACE WITH GRANULAR MATERIAL,
      4) USE OF GEOTEXTILE FABRIC.

      MAXIMUM DEFLECTION ALLOWED IN ISOLATED AREAS MAY BE 1/4" TO 1/2" IF NO DEFLECTION OCCURS OVER THE MAJORITY OF THE AREA.

   C. PRIOR TO THE CONSTRUCTION OF THE CURB AND GUTTER AND THE PLACEMENT OF THE BASE MATERIAL, THE PAVEMENT AREA SHALL BE FINE GRADED TO WITHIN 0.04 FEET (1/2") OF FINAL SUBGRADE ELEVATION, TO A POINT TWO (2) FEET BEYOND THE BACK OF CURB, SO AS TO INSURE THE PROPER THICKNESS OF PAVEMENT COURSES. NO CLAIMS FOR EXCESS QUANTITY OF BASE MATERIALS OR IMPROPER SUBGRADE PREPARATION WILL BE HONORED.

   D. PRIOR TO PLACEMENT OF THE BASE COURSE, ALL SUBGRADES MUST BE APPROVED BY THE MUNICIPAL ENGINEER, SOILS ENGINEER AND/OR OWNER.

3. CONCRETE WORK

   A. ALL EXTERIOR CONCRETE SHALL BE PORTLAND CEMENT CONCRETE CLASS SI OR PV PER (SSRBC) SECTION 1020.04 WITH AIR ENTRAINMENT OF NOT LESS THAN FIVE (5%) OR MORE THAN EIGHT (8%) PERCENT. CONCRETE SHALL BE A MINIMUM OF SIX (6) BAG MIX AND SHALL DEVELOP A MINIMUM OF 3,500 PSI COMPRESSIVE STRENGTH AT FOURTEEN (14) DAYS. ALL CONCRETE SHALL BE BROOM FINISHED PERPENDICULAR TO THE DIRECTION OF TRAVEL. THE ADDITION OF CALCIUM CHLORIDE AND THE SUBSTITUTION OF FLY ASH FOR PORTLAND CEMENT IS PROHIBITED. 1.50 lbs OF COLLATED, FILLIBRATED, POLYPROPYLENE OLEFIN FIBERS 0.50 TO 0.75 INCHES IN LENGTH SHALL BE ADDED TO EACH CUBIC YARD OF CONCRETE USED FOR SIDEWALKS. THE FIBERS SHALL BE AS MANUFACTURED UNDER THE NAME "FIBERMESH" OR EQUAL.

   B. CONCRETE CURB AND/OR COMBINATION CURB AND GUTTER SHALL BE OF THE TYPE SHOWN ON THE PLANS. THE CONTRACTOR IS CAUTIONED TO REFER TO THE CONSTRUCTION STANDARDS AND THE PAVEMENT CROSS-SECTION TO DETERMINE THE GUTTER FLAG THICKNESS AND THE AGGREGATE BASE COURSE THICKNESS BENEATH THE CURB AND GUTTER. PREMOLDED FIBER EXPANSION JOINTS, WITH TWO 3/4" X 18" EPOXY COATED STEEL DOWEL BARS, SHALL BE INSTALLED AT SIXTY (60) FOOT INTERVALS AND AT ALL PC'S, PT'S AND CURB RETURNS. ALTERNATE ENDS OF THE DOWEL BARS SHALL BE GREASED AND FITTED WITH METAL EXPANSION TUBES. SAWED OR FORMED CONTRACTION JOINTS SHALL BE PROVIDED AT NO GREATER THAN FIFTEEN (15) FOOT INTERVALS BETWEEN EXPANSION JOINTS. NO HONEY-COMBING OF THE CURB AND GUTTER WILL BE ACCEPTED.

   C. CURBS SHALL BE DEPRESSED AT LOCATIONS WHERE PUBLIC WALKS/PEDESTRIAN PATHS INTERSECT CURB LINES, AND OTHER LOCATIONS AS DIRECTED, FOR THE PURPOSE OF PROVIDING ACCESSIBILITY. (SEE CONSTRUCTION STANDARDS FOR DETAIL). BARRIER CURB SHALL ALSO BE DEPRESSED AT DRIVEWAY LOCATIONS.

   D. THE CURBS SHALL BE BACKFILLED AFTER THEIR CONSTRUCTION AND PRIOR TO THE PLACEMENT OF THE BASE COURSE. THE CONCRETE MUST CURE FOR AT LEAST SEVEN DAYS BEFORE THE CURBS ARE BACKFILLED.

   E. CONCRETE SIDEWALK SHALL BE IN ACCORDANCE WITH THE ABOVE AND THE PLANS. PROVIDE SCORED JOINTS AT 5 FOOT INTERVALS AND 1/2 " PREMOLDED FIBER EXPANSION JOINTS AT 50 FOOT INTERVALS, AND ADJACENT TO CONCRETE CURBS, DRIVEWAYS, FOUNDATIONS, ETC.

   F. CONCRETE DRIVEWAY APRONS SHALL BE IN ACCORDANCE WITH THE ABOVE AND THE PLANS. PROVIDE 6" X 6" NO. 6 WELDED WIRE MESH IN DRIVEWAYS, PROVIDE 1/2 " PREMOLDED FIBER EXPANSION JOINT ADJACENT TO CURBS AND CONCRETE SIDEWALKS. PROVIDE SAWED OR FORMED CONTRACTION JOINT AT MID-POINT AND 15 FOOT MAXIMUM.

   G. STANDARD REINFORCED CONCRETE PAVEMENT SHALL BE IN ACCORDANCE WITH THE ABOVE AND THE PLANS. SAWED OR FORMED CONTRACTION EXPANSION JOINTS SHALL BE AS SHOWN ON THE PLANS.

   H. CONCRETE CURING AND PROTECTION SHALL BE IN ACCORDANCE WITH (SSRBC) - METHOD I, II, OR III.

   I. THE COST OF AGGREGATE BASE OR SUB-BASE UNDER CONCRETE WORK SHALL BE INCLUDED IN THE COST OF THE RESPECTIVE CONCRETE ITEM.

4. FLEXIBLE PAVEMENT

   A. THE PAVEMENT MATERIALS FOR BITUMINOUS STREETS, PARKING LOTS, DRIVEWAYS, SIDEWALKS AND PATHS SHALL BE AS DETAILED ON THE PLANS. UNLESS OTHERWISE SHOWN ON THE PLANS, THE FLEXIBLE PAVEMENTS SHALL CONSIST OF AGGREGATE BASE COURSE, TYPE B; BITUMINOUS CONCRETE BINDER COURSE; AND BITUMINOUS CONCRETE SURFACE COURSE; OF THE THICKNESS AND MATERIALS SPECIFIED ON THE PLANS. THICKNESSES SPECIFIED SHALL BE CONSIDERED TO BE THE MINIMUM COMPACTED THICKNESS. THE PAVING IS TO BE DONE IN ACCORD WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS.

   B. ALL TRAFFIC SHALL BE KEPT OFF THE COMPLETED AGGREGATE BASE UNTIL THE BINDER COURSE IS LAID. THE AGGREGATE BASE SHALL BE UNIFORMLY PRIME COATED AT A RATE OF 0.4 TO 0.5 GALLONS PER SQUARE YARD PRIOR TO PLACING THE BINDER COURSE. PRIME COAT MATERIALS SHALL BE BITUMINOUS M.C. - 30.

   C. PRIOR TO PLACEMENT OF THE SURFACE COURSE, THE BINDER COURSE SHALL BE CLEANED, AND TACK COATED IF DUSTY OR DIRTY. ALL DAMAGED AREAS IN THE BINDER, BASE OR CURB SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER PRIOR TO LAYING THE SURFACE COURSE. THE CONTRACTOR SHALL PROVIDE WHATEVER EQUIPMENT AND MANPOWER NECESSARY, INCLUDING THE USE OF POWER BROOMS IF REQUIRED BY THE OWNER, TO PREPARE THE PAVEMENT FOR APPLICATION OF THE SURFACE COURSE. THE TACK COAT SHALL BE UNIFORMLY APPLIED TO THE BINDER COURSE AT A RATE OF 0.05 TO 0.10 GALLONS PER SQUARE YARD. TACK COAT SHALL BE AS SPECIFIED IN (SSRBC) SECTION 406.02.

   D. SEAMS IN BASE, BINDER AND SURFACE COURSE SHALL BE STAGGERED A MINIMUM OF 6".

   E. FOR NEW STREETS, THE CONTRACTOR SHALL PERMIT THE BITUMINOUS CONCRETE BINDER COURSE TO WEATHER ONE (1) WINTER SEASON PRIOR TO THE INSTALLATION OF THE BITUMINOUS CONCRETE SURFACE COURSE UNLESS OTHERWISE SPECIFIED BY THE MUNICIPAL ENGINEER OR OWNER.

5. TESTING AND FINAL ACCEPTANCE

   A. THE CONTRACTOR SHALL FOLLOW THE QUALITY CONTROL TESTING PROGRAM FOR CONCRETE AND PAVEMENT MATERIALS ESTABLISHED BY THE OWNER AND/OR MUNICIPALITY. TESTING SHALL BE DONE IN ACCORD WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN ILLINOIS AND THE TESTING REQUIREMENTS OF THE MUNICIPALITY.

   B. WHEN REQUESTED BY THE OWNER, TEST RESULTS AND DOCUMENTATION FOR THE CONCRETE, BASE COURSE, BITUMINOUS CONCRETE BINDER, AND/OR SURFACE COURSE, SHALL BE SUBMITTED FOR VERIFICATION.

   C. PRIOR TO PLACEMENT OF THE BITUMINOUS CONCRETE SURFACE COURSE, THE CONTRACTOR, WHEN REQUIRED BY THE OWNER OR MUNICIPALITY, SHALL OBTAIN SPECIMENS OF THE BINDER COURSE WITH A CORE DRILL WHERE DIRECTED, FOR THE PURPOSE OF THICKNESS VERIFICATION.

   D. WHEN REQUIRED BY THE OWNER OR MUNICIPALITY, THE CONTRACTOR SHALL OBTAIN SPECIMENS OF THE FULL DEPTH BITUMINOUS CONCRETE PAVEMENT STRUCTURE WITH A CORE DRILL WHERE DIRECTED, IN ORDER TO CONFIRM THE PLAN THICKNESS. DEFICIENCIES IN THICKNESS SHALL BE ADJUSTED FOR BY THE METHOD DESCRIBED IN (SSRBC), ART. 407.10.

   E. FINAL ACCEPTANCE OF THE TOTAL PAVEMENT INSTALLATION SHALL BE SUBJECT TO THE TESTING AND CHECKING REQUIREMENTS CITED ABOVE.

SANITARY SEWER NOTES

1. GENERAL

   A. SANITARY SEWER PIPE SHALL BE PVC (POLYVINYL CHLORIDE) PLASTIC PIPE WITH A STANDARD DIMENSION RATIO (SDR) OF 26 CONFORMING TO ASTM D-3034 WITH PUSH-ON JOINTS CONFORMING TO ASTM D-3212 AND PVC (POLYVINYL CHLORIDE) PLASTIC PIPE WITH A STANDARD DIMENSION RATIO (SDR) OF 21 CONFORMING TO ASTM D-2241 WITH PUSH-ON JOINTS CONFORMING TO ASTM D-3139 AS SHOWN ON THE PLANS. PAYMENT SHALL BE MADE AT THE CONTRACT UNIT PRICE PER LINEAL FOOT OF SANITARY SEWER COMPLETE IN PLACE.

   B. SANITARY SEWER PIPE 18" AND LARGER, WHERE NOTED ON THE PLANS, OR WHERE THE IEPA MINIMUM SEPARATION CANNOT BE MAINTAINED, SHALL BE ONE OF THE FOLLOWING:

      PLAN CODE DESCRIPTION

      DIP: DUCTILE IRON WATERMAIN QUALITY PIPE, CLASS 52, (ANSI A-21.51) WITH MECHANICAL OR O-RING GASKETED JOINTS (ANSI A-21.11).

      PVC: PRESSURE RATED PVC PIPE MEETING ASTM D-2241 WITH ASTM D-3139 GASKETED JOINT, SDR 26

   C. "BAND-SEAL" OR SIMILAR FLEXIBLE TYPE COUPLINGS SHALL BE USED WHEN CONNECTING SEWER PIPES OF DISSIMILAR MATERIALS. "BAND-SEAL", "FERNCO", AND "MISSION" TYPE COUPLINGS SHALL NOT BE USED ON ANY SEWER MAIN.

   D. ALL SANITARY SEWERS ARE TO BE CONSTRUCTED USING A LASER INSTRUMENT TO MAINTAIN LINE AND GRADE.

   E. ALL FLOOR DRAINS SHALL CONNECT TO THE SANITARY SEWER.

   F. CONNECTIONS TO EXISTING SANITARY SEWER SYSTEM SHALL NOT BE DONE UNTIL AUTHORIZED BY THE MUNICIPALITY.

   G. WATERMAINS SHALL BE SEPARATED FROM SANITARY SEWERS AND STORM SEWERS IN ACCORDANCE WITH IEPA REQUIREMENTS AS SPECIFIED IN "WATER MAIN" SECTION.

   H. NO WATER LINE SHALL BE PLACED IN THE SAME TRENCH AS A SEWER LINE EXCEPT UNDER SPECIAL CIRCUMSTANCES AND THEN ONLY UNDER THE FOLLOWING RULES:

      a) PERMISSION SHALL BE OBTAINED FROM THE MUNICIPAL ENGINEERING DEPARTMENT IN WRITING PRIOR TO BEGINNING CONSTRUCTION.
      b) THE BOTTOM OF A WATER LINE SHALL BE INSTALLED ON A SHELF A MINIMUM OF 18" ABOVE THE TOP OF THE SEWER AND 18" HORIZONTALLY AWAY FROM THE EDGE OF THE SEWER.

2. BEDDING:

   A. BEDDING SHALL CONSIST OF A MINIMUM OF FOUR (4") INCHES OF COMPACTED CRUSHED GRAVEL OR STONE, 1/4 " -3/4 " IN SIZE. THE SEWER SHALL HAVE MECHANICALLY TAMPED CRUSHED GRAVEL OR STONE COVER ABOVE THE TOP OF THE PIPE TO A MINIMUM OF TWELVE (12") INCHES FOR PVC PIPE AND TO THE SPRING LINE FOR DIP. THE BEDDING AND COVER MATERIAL SHALL BE ASTM D-2321 CLASS II FOR PVC PIPE AND ASTM D-448 SIZE 67 FOR DIP PIPE. THE COST OF THE BEDDING AND COVER SHALL BE MERGED WITH THE UNIT PRICE BID FOR THE SEWER.

   B. ALL UNSUITABLE MATERIAL SHALL BE REMOVED BELOW THE PROPOSED SANITARY SEWER AND REPLACED WITH COMPACTED CA-6 CRUSHED GRAVEL OR STONE.

   C. ALL TRENCHES BENEATH PROPOSED OR EXISTING UTILITIES, PAVEMENTS, ROADWAYS, SIDEWALKS, AND FOR A DISTANCE OF FIVE (5') FEET ON EITHER SIDE OF SAME, AND/OR WHERE SHOWN ON THE PLANS, SHALL BE BACKFILLED WITH SELECT GRANULAR BACKFILL (CA-6) AND THOROUGHLY MECHANICALLY COMPACTED IN 9" THICK (LOOSE MEASUREMENT) LAYERS. JETTING WITH WATER IS NOT PERMITTED. REFER TO THE TRENCH BACKFILL LIMITS DETAIL.

3. MANHOLES:

   A. SANITARY SEWER MANHOLES SHALL BE 4'-0" I.D. PRECAST CONCRETE SECTIONS CONFORMING TO ASTM D-478 WITH PREFORMED BITUMINOUS OR "O" RING JOINTS, IN ACCORDANCE WITH MUNICIPAL REGULATIONS, AND HAVE AN ECCENTRIC CONE INSTALLED TO LINE UP WITH THE MANHOLE STEPS. ALL MANHOLE STEPS SHALL BE AT 16" O.C. SIMILAR TO NEENAH R-1980.

   B. ALL PIPE CONNECTION OPENINGS SHALL BE PRECAST WITH RESILIENT RUBBER WATER TIGHT SLEEVES. THE BOTTOM OF MANHOLE SHALL HAVE A CONCRETE BENCH POURED TO FACILITATE SMOOTH FLOWS.

4. FRAMES AND LIDS:

   A. ALL SANITARY SEWER MANHOLE FRAMES AND LIDS SHALL BE NEENAH R-1712 UNLESS OTHERWISE NOTED ON THE PLANS. THE LIDS SHALL HAVE RECESSED (CONCEALED) PICK HOLE AND BE SELF SEALING WITH AN "O" RING GASKET. THE LIDS SHALL HAVE THE WORDS "SANITARY" EMBOSSED ON THE SURFACE. THE JOINTS BETWEEN FRAME AND CONCRETE SECTION SHALL BE SEALED WITH A BUTYL ROPE.

   B. A MAXIMUM OF EIGHT (8) INCHES OF CONCRETE ADJUSTING RINGS SHALL BE USED TO ADJUST FRAME ELEVATIONS. RINGS SHALL BE SEALED TOGETHER WITH BUTYL ROPE.

5. DROP MANHOLE ASSEMBLIES:

   A. DROP MANHOLE ASSEMBLIES: DROP MANHOLE ASSEMBLIES SHALL BE PROVIDED AT THE JUNCTION OF SANITARY SEWERS WHERE THE DIFFERENCE IN INVERT GRADES EXCEEDS TWO FEET (2'), OR AS SHOWN ON THE PLANS. THE ENTIRE DROP ASSEMBLY SHALL BE CAST IN CONCRETE MONOLITHICALLY WITH THE MANHOLE BARREL SECTION.

6. CLEANING:

   A. ALL MANHOLES AND PIPES SHALL BE THOROUGHLY CLEANED OF DIRT AND DEBRIS, AND ALL VISIBLE LEAKAGE ELIMINATED, BEFORE FINAL INSPECTION AND ACCEPTANCE.

7. TESTING:

   A. DEFLECTION AND LEAKAGE TESTING WILL BE REQUIRED. THE PROCEDURE AND ALLOWABLE TESTING LIMITS SHALL BE AS SPECIFIED IN THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS". OR MUNICIPAL CODES. IN THE EVENT OF A DISCREPANCY BETWEEN THE STANDARD SPECIFICATIONS AND THE MUNICIPAL CODE. THE MUNICIPAL CODE SHALL GOVERN. THE FULL LENGTH OF THE SANITARY SEWER IS REQUIRED TO BE BOTH AIR TESTED AND DEFLECTION TESTED.

   B. TESTING THE ALIGNMENT/STRAIGHTNESS SHALL BE IN ACCORDANCE WITH MUNICIPAL CODE.

   C. TESTING OF MANHOLES TO BE IN ACCORDANCE WITH ASTM C-969.

8. TELEVISING:

   A. ALL SANITARY SEWERS SHALL BE TELEVISED AND A COPY OF THE TAPE /DVD AND A WRITTEN REPORT SHALL BE SUBMITTED AND REVIEWED BY THE OWNER OR MUNICIPALITY BEFORE FINAL ACCEPTANCE. THE REPORT SHALL INCLUDE STUB LOCATION AS WELL AS A DESCRIPTION OF ALL DEFECTS, WATER LEVEL, LEAKS AND LENGTHS. IDENTIFY MANHOLE TO MANHOLE BOTH VERBALLY AND ON-SCREEN USING MANHOLE NUMBERS FROM APPROVED PLANS. ORDER OF WRITTEN REPORT SHALL BE THE SAME AS THE VIDEO TAPES/DVDS.

9. TEST RESULTS:

   A. IF THE SANITARY SEWER INSTALLATION FAILS TO MEET TH

RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

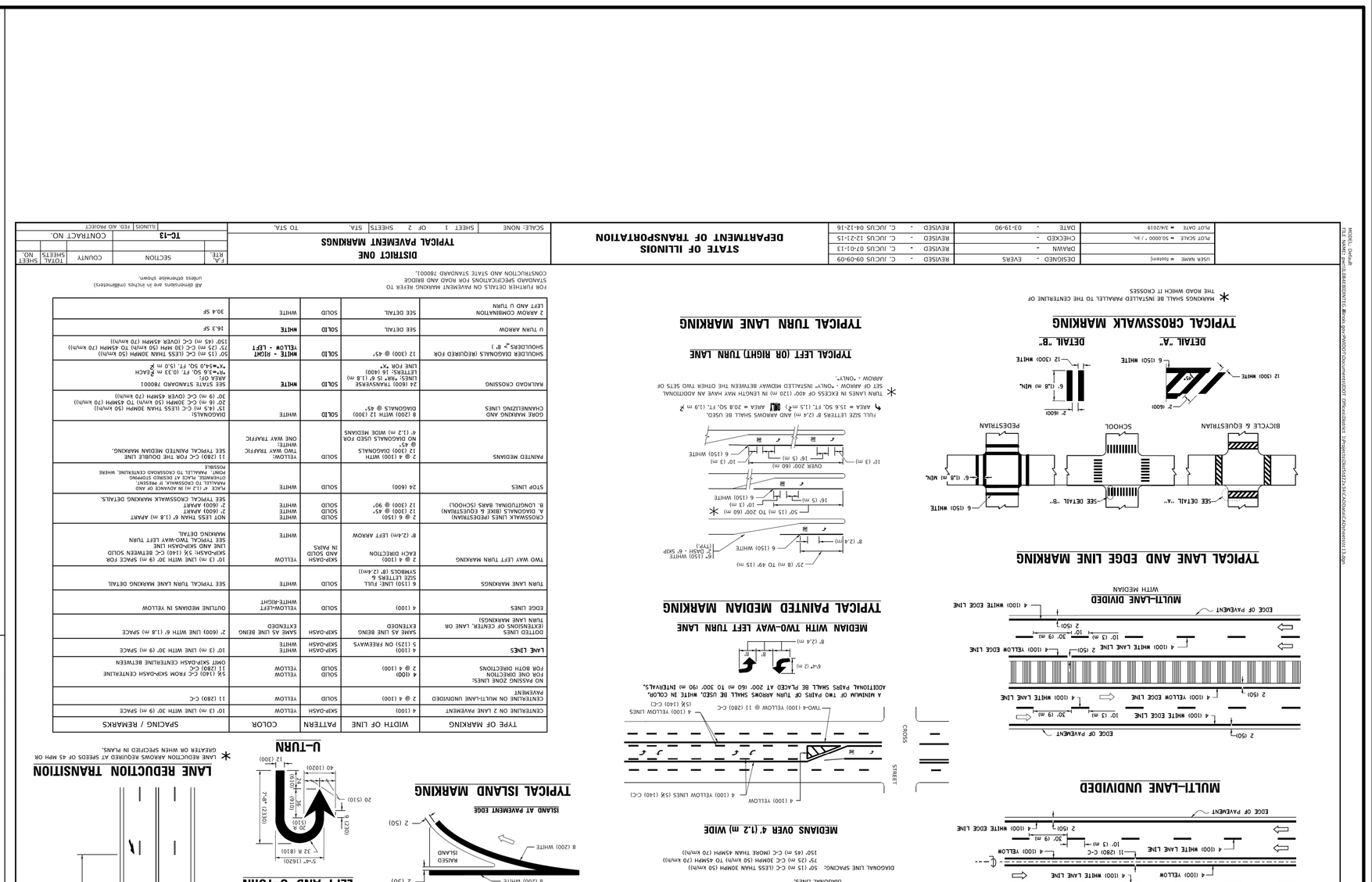
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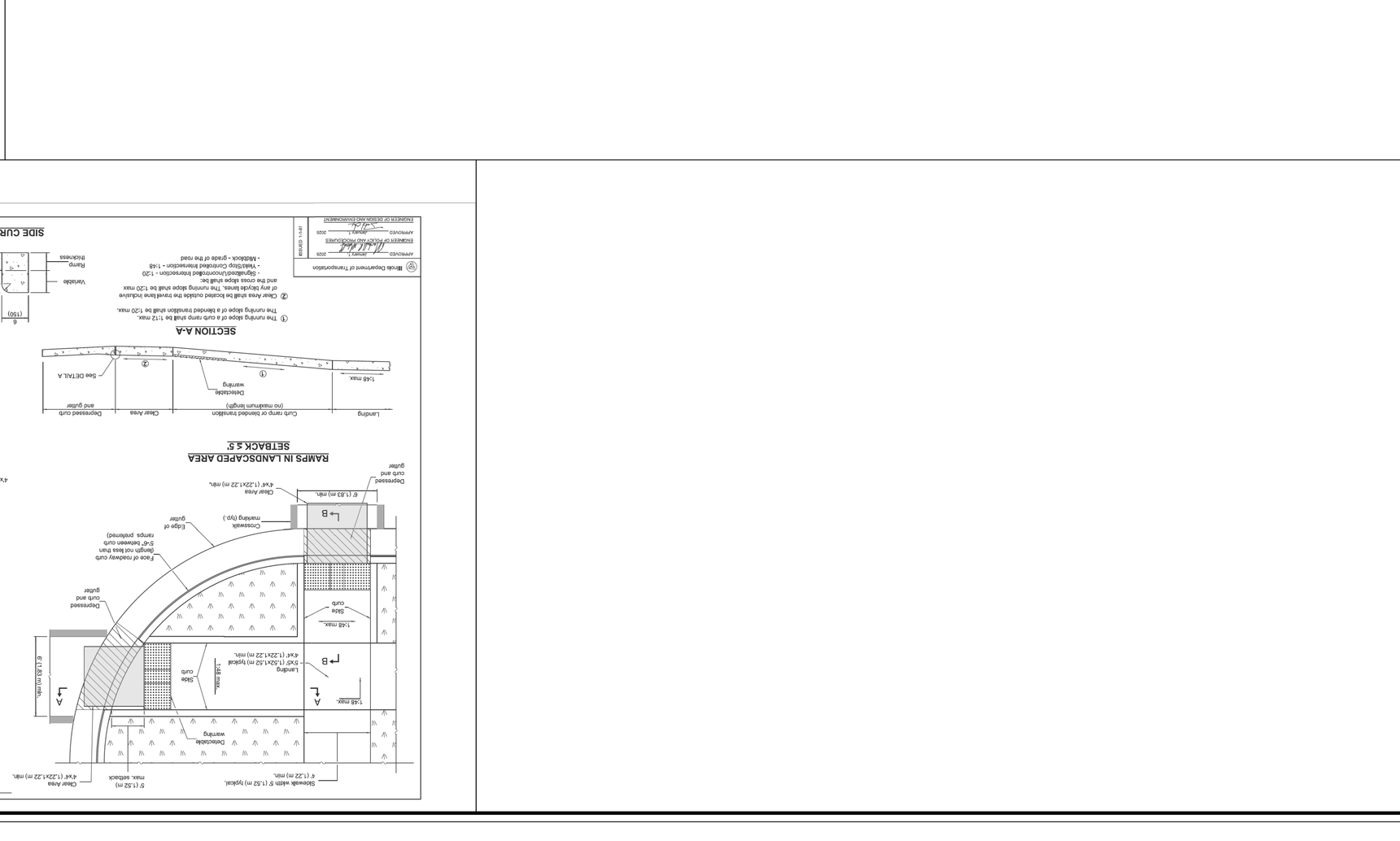
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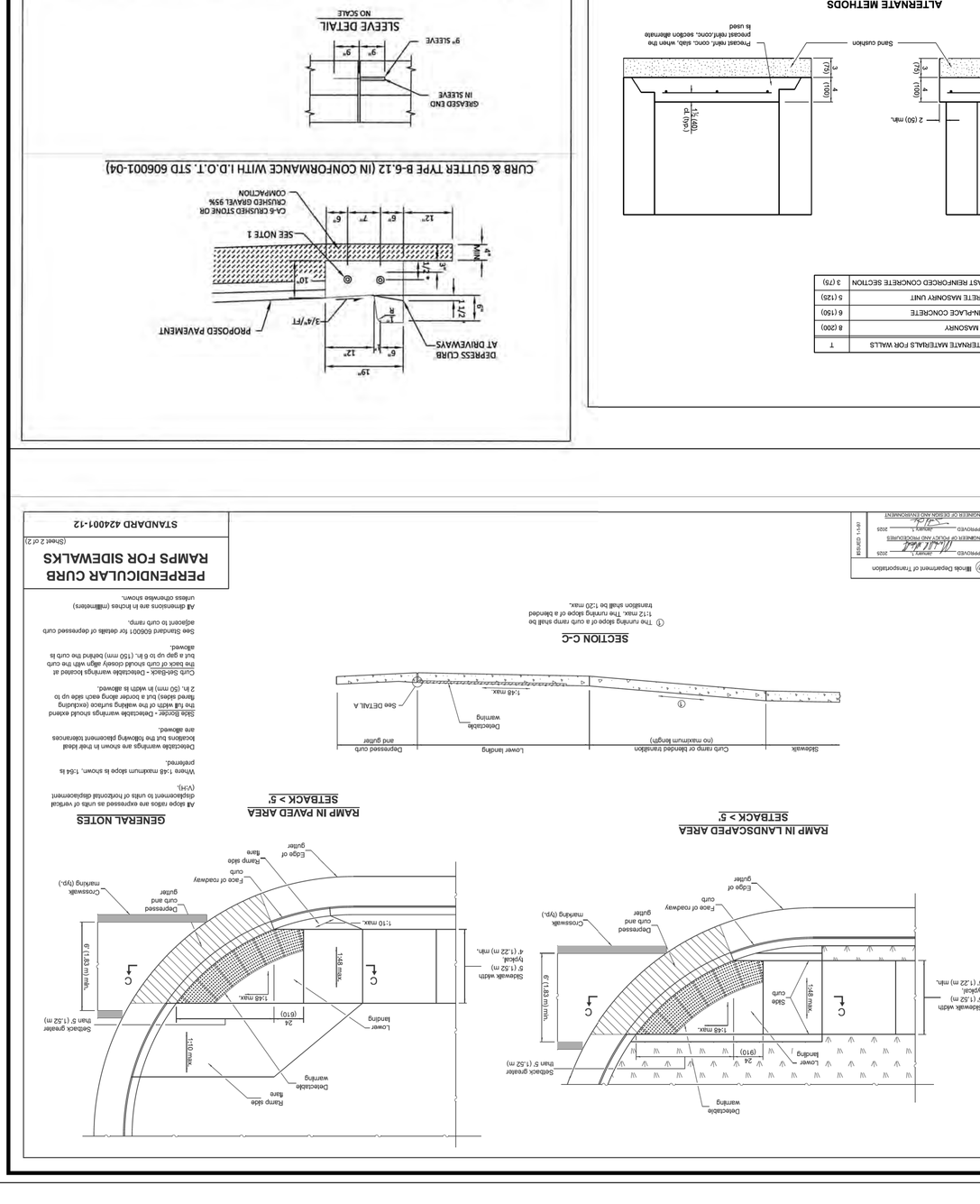
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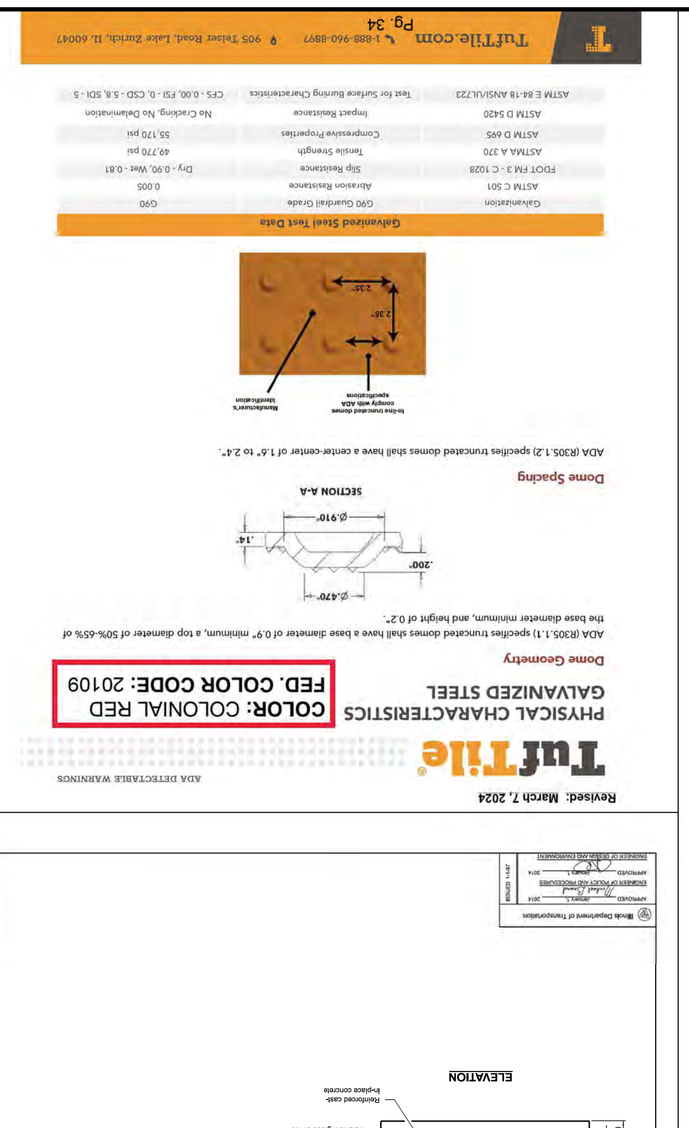
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DATE: 11/25/25
JOB NO. 11395.02
SHEET: DET1
18 OF 18









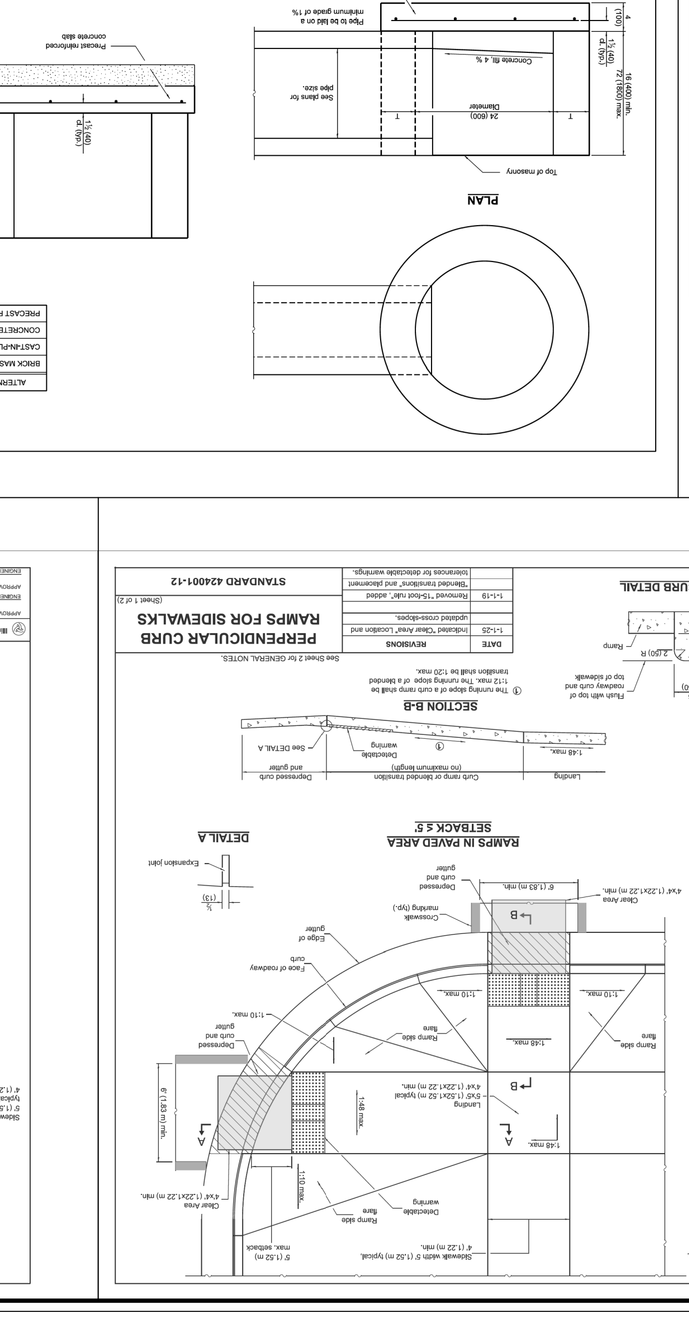


EXHIBIT I

Photometric Plan



N

1 SITE PHOTOMETRIC PLAN

SCALE: 1"=70'-0"

Luminaire Schedule										
Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts	Mounting Height
	5	B1	Single	PA7R-CH3-12L-020-3K7		0.900	1643	21.63	108.15	0
	104	PT1	Single	UR20-56L-110-3K7-4W-BC-PT		0.900	8436	109	11336	14
	2	PT2	Back-Back	UR20-56L-110-3K7-4W-BC-PT		0.900	8436	109	436	14
	23	PT3	Single	UR20-24L-65-3K7-5W-PT		0.900	7010	65	1495	14
	18	PT4	Single	UR20-24L-25-3K7-2-BC-PT		0.900	1724	25	450	7.5
	4	PT5	Single	UR20-24L-25-3K7-4-BC-PT		0.900	2235	25	100	7.5
	3	WP1	Single	XWS-LED-05L-SIL-FT-30-70CRI		0.900	4750	35	105	14

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
RIDGE RD PROP LINE SW	Illuminance	Fc	0.01	0.1	0.0	N.A.	N.A.
SITE_Planar	Illuminance	Fc	0.81	22.3	0.0	N.A.	N.A.
POOL DECK + SURFACE	Illuminance	Fc	6.56	11.5	2.0	3.28	5.75

Salas O'Brien

salasobrien.com

Irving
106 Decker Drive, Suite 200
Irving, TX 75062

Project Number: 2450-70446

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PROFESSIONAL SEAL

ISSUE DATE	DESCRIPTION
01/16/2026	FINAL ENGINEERING

2550-00652
BSB DESIGN
220 N SMITH STREET, STE 210
PALATINE, IL. 60067
847-705-2200

HIGHLAND PARK TOWNHOMES
HIGHLAND PARK, IL

HABITAT PROPERTIES

REVISIONS

Δ	DESCRIPTION	DATE

CHECKED BY	DRAWN BY

SHEET NAME

SITE PHOTOMETRIC PLAN

SHEET NUMBER	REVISION
E1.10	

EXHIBIT J

Site Lighting Plan


DEERFIELD
RICHFIELD
LANE
NORTHWESTERN
RAIL ROAD
OLD
ZONE
COURT
LOT 2
LOT 3
LOT 11
LOT 13
LOT 12
RIDGE
ROAD
PARKWAY TREES
ENS
ENS
ENS

KIM LIGHTING®

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

PA7R

BOLLARD

Pavilion™



FEATURES

- IDA Dark Sky Compliant, No Up-light configuration
- Elegant form factor blended with Performance Optics
- Integral NEMA 3R Enclosure
- Dual receptacle power panel
- PA System capability
- Bluetooth® enabled RGBW accent

c UL us LISTED

ida DARK SKY APPROVED 2016

IK10

BAA BUY AMERICAN ACT

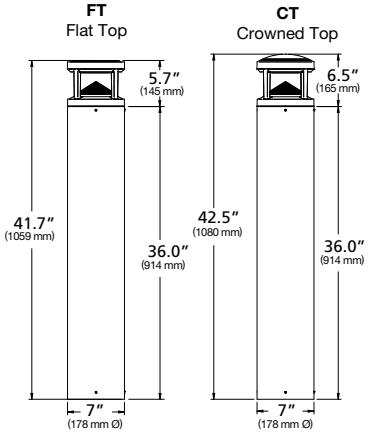
TAA COMPLIANT

NU configurations in 3000K and warmer CCTs only

CONTROL TECHNOLOGY

Bluetooth® DMX

pharos



	Weight
PA7R	25.3 lbs / 11.5 kg

SPECIFICATIONS

CONSTRUCTION

HOUSING:

- Castings are low copper aluminum alloy die-cast
- Gaskets are molded silicone to prevent harmful ingress to the lamp and driver compartments
- IP65 rated

SHAFT:

- Aluminum shaft(s) is .125” thick extruded aluminum 6061 alloy
- Concrete shaft(s) conforms to current specifications for “Portland Cement.” ASTM C150, Type I or II. Aggregates shall meet current requirements of “Specifications for Concrete Aggregates,” ASTM C33. Water shall be clean and free from deleterious amounts of silt, oil, acids, alkalies or organic materials. Wire for reinforcement shall conform to ASTM A185. Steel for lugs and plates shall conform to ASTM A36, or A283 grade D
- Concrete shaft(s) is medium sand-blasted with anti-graffiti sealer and material color shall be integral to the concrete mix
- Concrete shaft(s) is cured to allow for completion of the hydration process, and result in a 28 day compressive strength of not less than 4,500 psi
- Concrete shaft(s) is cast from fiberglass molds used to insure uniform parts. Mold parting lines maybe slightly visible in finished parts

OPTICS

- LEDs mount to a metal printed circuit board assembly (MCPCB)
- Optical lenses are clear injection molded PMMA acrylic
- U0 configurations have an optically clear flat tempered glass lens, all other configurations have either an optically clear or high transmission diffused acrylic lens

INSTALLATION

- Aluminum shaft configurations will have four 3/8” x 10” x 2” zinc plated L-hook anchor bolts shall to be installed with an included template. Nuts and washers are provided to level and secure the mounting plate to the anchor bolts
- Aluminum shaft configurations will have a mounting plate and be able to be rotated 20° in either direction during installation for aiming adjustment
- Concrete shaft configurations will have four steel mounting tabs for installation on four 1/2" x 10" + 2" zinc electroplated L-hook anchor bolts. Each anchor bolt is supplied with two nuts, two washers, and a rigid pressed board template
- Concrete shaft configurations are palletized with adequate hold-downs to prevent load movement in transit
- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury

ELECTRICAL

- Universal voltage, 120 through 277V with a ±10% tolerance. Driver is Underwriters Laboratories listed
- High voltage configurations, 208-277, 347/480. Driver is Underwriters Laboratories listed
- "Thermal Shield”, secondary side, thermistor provides protection for the sustainable life of LED module and electronic components
- Drivers are greater than a 0.9 power factor, less than 20% harmonic distortion, and be suitable for operation in -40°C to 40°C ambient environments
- Luminaire is capable of operating at 100% brightness in a 40°C environment. Both driver and optical array have integral thermal protection that will dim the luminaire upon detection of temperatures in excess of 85°C

(Specifications continued on page 3)

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DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

PA7R
BOLLARD

ORDERING GUIDE

Example: PA7R-FT-NU-1-12L-010-5K7-24A-BLS-UNV-EM

CATALOG #

HOUSING

PA7R

Model		Top		Optics		Distribution		Light Engine [13]	
PA7R	Pavilion 7" Ø Round	**FT**	Flat Top	**NU**	No Up-light	**1**	Type I	**12L-010-AMB** [10]	14W, Monochromatic Amber
		CT [1]	Crowned Top	**CH**	Clear Horizontal Lens	**2**	Type II	**12L-010-3K7**	14W (1000 nominal lm), 3000K, 70 CRI
				CL [2]	Clear Vertical Lens	**3**	Type III	**12L-010-4K7**	14W (1000 nominal lm), 4000K, 70 CRI
				DL [2,3]	Diffuse Vertical Lens	**3HS**	Type III + House side shield	**12L-010-5K7**	14W (1000 nominal lm), 5000K, 70 CRI
				LV	Louvers	**4**	Type IV	**12L-020-AMB** [10]	22W, Monochromatic Amber
				GC	Grille with clear vertical lens	**5**	Type V	**12L-020-3K7**	22W (2000 nominal lm), 3000K, 70 CRI
				GD [3]	Grille with diffuse vertical lens			**12L-020-4K7**	22W (2000 nominal lm), 4000K, 70 CRI
								12L-020-5K7	22W (2000 nominal lm), 5000K, 70 CRI
								Consult factory for other CCTs (2700K - 6500K) and CRIs (80, 90 CRI)	

Body		Fixture Finish		Voltage		Options	
24A	24" OAH, Aluminum	**BLS**	Black Gloss Smooth	**UNV**	120-277V	**EM** [7]	Battery Backup
42A	42" OAH, Aluminum	**BLT**	Black Matte Textured	**120**[6]	120V	**LR** [8]	Luminous Accent
42BR-C	42" OAH, Brown Concrete	**DBS**	Dark Bronze Gloss Smooth	**277**[6]	208-277V	**SF** [9]	Single Fuse
42CH-C	42" OAH, Charcoal Concrete	**DBT**	Dark Bronze Matte Textured	**347**[6]	347V	**DF** [9]	Double Fuse
42NG-C	42" OAH, Natural Gray Concrete	**GTT**	Graphite Matte Textured	**480**[6]	480V		
42WH-C	42" OAH, White Concrete	**LGS**	Light Grey Gloss Smooth				
42A-ROP [4]	42" OAH, Aluminum + Dual Receptacle Outlet Panel and Cover	**LGT**	Light Grey Matte Textured				
42A-ROP-L [4]	42" OAH, Aluminum + Dual Receptacle Outlet Panel and Locking Cover	**PSS**	Platinum Silver Gloss Smooth				
42A-2GEB	42" OAH, Aluminum + Integral Recessed 2 Gang Electrical Box	**VGT**	Verde Green Matte Textured				
42A-SG3	42" OAH, Aluminum + Speaker Grille Enclosure for 3" Ø speaker	**WHS**	White Gloss Smooth				
44A	44" Non-Impact Resistant OAH, Aluminum	**WHT**	White Matte Textured				
44A-ROP	44" Non-Impact Resistant OAH, Aluminum + Dual Receptacle Outlet Panel and Cover	**Color Option**					
44A-ROP-L	44" Non-Impact Resistant OAH, Aluminum + Dual Receptacle Outlet Panel and Locking Cover	**CC** [11]	Custom Color				
44A-2GEB	44" Non-Impact Resistant OAH, Aluminum + Integral Recessed 2 Gang Electrical Box						
44A-SG3	44" Non-Impact Resistant OAH, Aluminum + Speaker Grille Enclosure for 3" Ø speaker						
For Impact Rated 44" OAH Round Pavilion							

1 Adds .6 / 15mm to OAH (over all height).
2 CL and DL configurations shall be IK04
3 Only Available with 1 Type I or 5 Type V distributions only.
4 For GFCI/USB limited voltage to 120VAC only.
6 Dedicated input voltage, required for MW Motions sensing.
7 0°C min starting temperature, 90+ minute run time, output equivalent to 12L-010-#K7
8 Adds +5 watts and 1" / 254mm to overall height.
9 SF for 120, 277 and 347 input voltage, DF for 208, 240 and 480 input voltage.
10 Turtle friendly
11 Consult factory for custom color, marine and corrosive finish options
12 5-step MacAdam Ellipse Binning standard. Consult factory for 3-step MacAdam Ellipse Binning.

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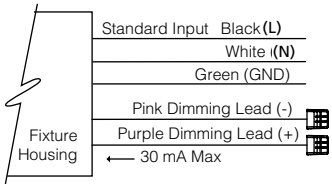
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BOLLARD

SPECIFICATIONS CONT'D

CONTROLS

- Standard fixtures dimming range shall be from 10% to 100% and be compatible with 0-10V, user-defined, control devices



WIRELESS CONTROLS

BLUETOOTH®:

- The Integral module shall enable the adjustment of the Luminous Accent to dim or change color to the desired setting when paired with RGBW Remote App via celluar/tablet device
- The integral module shall be compatible with Bluetood Low Energy (BLE) or Bluetooth® Smart mobile devices operating on iOS8 or Android Gingerbread operating systems or newer
- Mobile App. dimming range from 0% to 100% through the use of RGBW app (available on IOS and Android)
- Color selection and adjustment
- Camera function for color matching
- Intensity slider for dimming/ramping up
- Save and rename up to 10 presets
- Group and rename fixtures
- Fixture is password protected, refer to instructions to set unique password

DMX:

- 6 wires: Red (DMX+), Brown (DMX-), Yellow (DMX Ground), Black (Line Voltage), White (common), and Green (Ground)
- Single DMX universe with six slots/addresses of virtual control which are pre-programmed at the factory:
- DMX slot/address 1 = red
- DMX slot/address 2 = green
- DMX slot/address 3 = blue
- DMX slot/address 4 = white
- Fully DMX RDM compatible
- Mobile App specification in additional information section

OPTIONAL BACKUP BATTERY

- Integral battery backup provides emergency path of egress lighting for the required 90 minutes for 0°C ambient environments

CAUTION:

- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury

CERTIFICATIONS AND LISTINGS

- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations and 40°C ambient temperatures
- IP65 rated
- IEC 66262 Mechanical Impact Code IK10
- IDA approved, 3000K and warmer CCTs only
- RoHS compliant
- Emergency battery pack options are California Energy Commission (CEC) Title 20 Compliant
- This product meets federal procurement law requirements under the Buy American Act (FAR 52.225-9) and Trade Agreements Act (FAR 52.225-11). See Buy America(n) Solutions (link to https://www.currentlighting.com/resources/america-solutions)

WARRANTY

- 5 year warranty
- See HLI Standard Warranty for additional information

Bluetooth® Download on the App Store ANDROID APP ON Google play

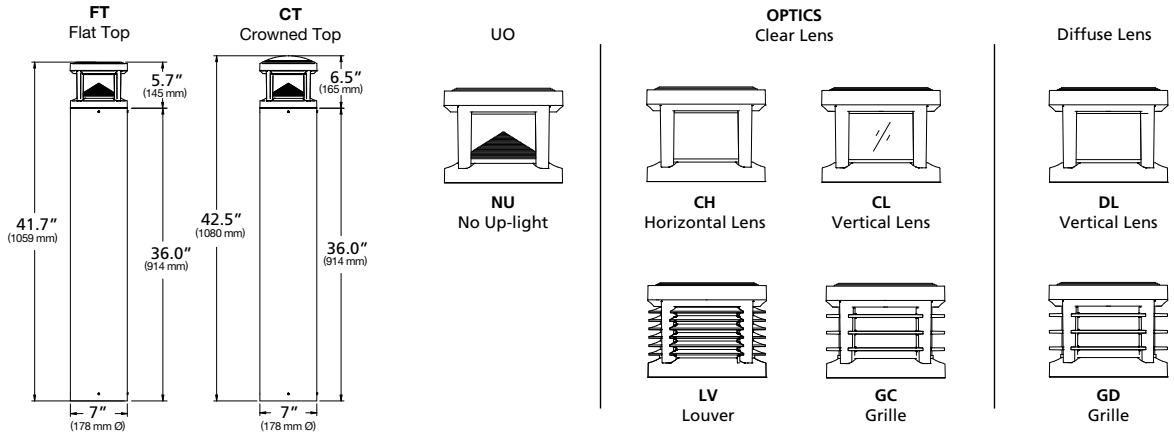
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DIMENSIONS



DELIVERED LUMENS

Drive Current	LEDs #	Nominal Watts	Nominal Lumens	Lens Options	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
						Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
							B	U	G			B	U	G			B	U	G	
550mA	12L	22	2,000	NU U0 Optics	1	1044	0	0	0	48	1136	0	0	0	52	1164	0	0	0	54
					2	1199	0	0	0	55	1305	0	0	0	60	1336	0	0	0	62
					3	1128	0	0	1	52	1228	0	0	1	57	1257	0	0	1	58
					3HS	953	0	0	0	44	1037	0	0	0	48	1062	0	0	1	49
					4	1362	0	0	0	63	1482	0	0	1	68	1518	0	0	1	70
					5	1265	1	0	0	58	1377	1	0	0	63	1410	1	0	0	65
				CH Clear Horizontal Lens	1	1778	0	3	1	82	1935	0	3	1	89	1981	0	3	1	91
					2	1711	1	3	1	79	1862	1	3	1	86	1906	1	3	1	88
					3	1643	1	3	1	76	1788	1	3	1	82	1831	1	3	1	84
					3HS	1443	0	3	1	66	1570	0	3	1	72	1608	0	3	1	74
					4	1731	0	3	1	80	1884	0	3	1	87	1929	0	3	1	89
					5	1841	1	3	1	85	2003	1	3	1	92	2051	1	3	1	95
				CL Clear Vertical Lens	1	1852	0	4	1	85	2016	1	4	1	93	2064	1	4	1	95
					2	1984	1	3	1	91	2159	1	3	1	99	2211	1	3	1	102
					3	2062	1	3	1	95	2244	1	3	1	103	2298	1	3	1	106
					3HS	1665	0	3	1	77	1811	0	3	1	83	1855	0	3	1	85
					4	2055	0	3	1	95	2236	1	3	1	103	2290	1	3	1	106
					5	2109	1	3	1	97	2295	1	3	1	106	2350	1	3	1	108

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DELIVERED LUMENS (CONTINUED)

Drive Current	LEDs #	Nominal Watts	Nominal Lumens	Lens Options	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
						Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
							B	U	G			B	U	G			B	U	G	
550mA	12L	22	2,000	DL Diffused Vertical Lens	1	1639	1	3	2	76	1783	1	3	2	82	1826	1	3	2	84
					5	1721	1	3	2	79	1873	1	3	2	86	1918	1	3	2	88
				LV External Louvers	1	746	0	3	1	34	811	1	3	1	37	831	1	3	1	38
					2	814	1	3	1	37	885	1	3	1	41	907	1	3	1	42
					3	838	1	3	1	39	912	1	3	1	42	934	1	3	1	43
					3HS	605	0	3	1	28	658	0	3	1	30	674	0	3	1	31
					4	879	0	3	1	41	956	1	3	1	44	979	1	3	1	45
					5	888	1	3	1	41	966	1	3	1	45	989	1	3	1	46
				GC Grill with Clear Lens	1	1038	0	3	1	48	1130	0	3	1	52	1157	0	3	1	53
					2	1021	0	3	1	47	1111	1	3	1	51	1138	1	3	1	52
					3	1024	0	3	1	47	1114	1	3	1	51	1141	1	3	1	53
					3HS	854	0	3	1	39	930	0	3	1	43	952	0	3	1	44
					4	1109	0	3	1	51	1207	0	3	1	56	1236	0	3	1	57
					5	1037	1	3	1	48	1128	1	3	1	52	1155	1	3	1	53
				GD Grill with Diffused Lens	1	1036	0	3	1	48	1127	1	3	2	52	1154	1	3	2	53
					5	953	1	3	1	44	1037	1	3	1	48	1062	1	3	1	49

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DELIVERED LUMENS (CONTINUED)

Drive Current	LEDs #	Nominal Watts	Nominal Lumens	Lens Options	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
						Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
							B	U	G			B	U	G			B	U	G	
350mA	12L	14	1,000	NU U0 Optics	1	749	0	0	0	54	815	0	0	0	59	835	0	0	0	60
					2	860	0	0	0	62	936	0	0	0	67	958	0	0	0	69
					3	809	0	0	0	58	881	0	0	0	63	902	0	0	0	65
					3HS	684	0	0	0	49	744	0	0	0	53	762	0	0	0	55
					4	977	0	0	0	70	1063	0	0	0	76	1089	0	0	0	78
					5	908	1	0	0	65	988	1	0	0	71	1011	1	0	0	73
				CH Clear Horizontal Lens	1	1184	0	3	1	85	1288	0	3	1	92	1319	0	3	1	95
					2	1139	0	3	1	82	1239	0	3	1	89	1269	0	3	1	91
					3	1094	0	3	1	79	1190	0	3	1	85	1219	0	3	1	87
					3HS	960	0	3	1	69	1045	0	3	1	75	1070	0	3	1	77
					4	1152	0	3	1	83	1254	0	3	1	90	1284	0	3	1	92
					5	1225	1	3	1	88	1333	1	3	1	96	1365	1	3	1	98
				CL Clear Vertical Lens	1	1146	0	3	1	82	1247	0	3	1	90	1277	0	3	1	92
					2	1228	0	3	1	88	1336	1	3	1	96	1368	1	3	1	98
					3	1276	0	3	1	92	1389	1	3	1	100	1422	1	3	1	102
					3HS	1030	0	3	1	74	1121	0	3	1	80	1148	0	3	1	82
					4	1272	0	3	1	91	1384	0	3	1	99	1417	0	3	1	102
					5	1305	1	3	1	94	1420	1	3	1	102	1454	1	3	1	104
				DL Diffused Vertical Lens	1	1086	0	3	1	78	1182	0	3	1	85	1210	0	3	1	87
					5	1141	1	3	1	82	1241	1	3	1	89	1271	1	3	1	91

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DELIVERED LUMENS (CONTINUED)

Drive Current	LEDs #	Nominal Watts	Nominal Lumens	Lens Options	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
						Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
							B	U	G			B	U	G			B	U	G	
350mA	12L	14	1,000	LV External Louvers	1	489	0	3	1	35	533	0	3	1	38	545	0	3	1	39
					2	534	0	3	1	38	581	0	3	1	42	595	0	3	1	43
					3	550	0	3	1	40	599	0	3	1	43	613	0	3	1	44
					3HS	397	0	3	1	29	432	0	3	1	31	442	0	3	1	32
					4	577	0	3	1	41	628	0	3	1	45	643	0	3	1	46
					5	583	1	3	1	42	634	1	3	1	46	649	1	3	1	47
				GC Grill with Clear Lens	1	843	0	3	1	61	917	0	3	1	66	939	0	3	1	67
					2	829	0	3	1	60	903	0	3	1	65	924	0	3	1	66
					3	831	0	3	1	60	905	0	3	1	65	926	0	3	1	67
					3HS	694	0	3	1	50	755	0	3	1	54	773	0	3	1	56
					4	901	0	3	1	65	980	0	3	1	70	1004	0	3	1	72
					5	842	1	3	1	60	916	1	3	1	66	938	1	3	1	67
				GD Grill with Diffused Lens	1	728	0	3	1	52	792	0	3	1	57	811	0	3	1	58
					5	782	1	3	1	56	851	1	3	1	61	872	1	3	1	63

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PHOTOMETRY

PA7R-CH1-12L-020-4K7

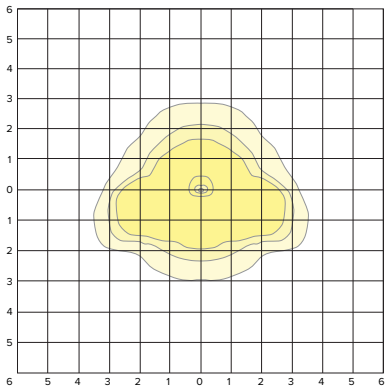
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1935**
Watts	**22**
Efficacy	**88.0**
IES Type	**II**
BUG Rating	**B0-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	1132	81.8%
Downward House Side	251	18.1%
Downward Total	1384	71%
Upward Street Side	348	63%
Upward House Side	205	37%
Upward Total	553	29%
Total Flux	1937	100%

ISOFOOT CANDLE PLOT



PA7R-CH2-12L-020-4K7

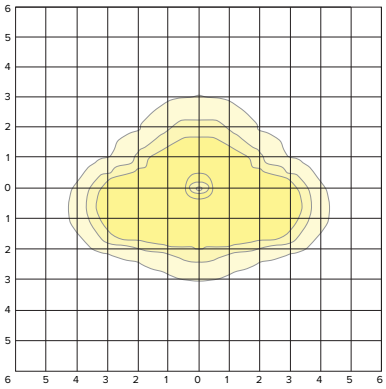
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1862**
Watts	**22**
Efficacy	**85.0**
IES Type	**II**
BUG Rating	**B1-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	1176	78.7%
Downward House Side	319	21.3%
Downward Total	1494	80%
Upward Street Side	220	60%
Upward House Side	149	40%
Upward Total	369	20%
Total Flux	1863	100%

ISOFOOT CANDLE PLOT



PA7R-CH3-12L-020-4K7

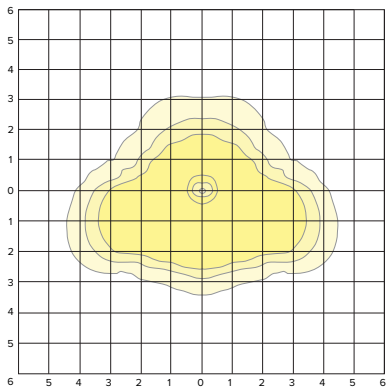
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1788**
Watts	**21.76**
Efficacy	**82.0**
IES Type	**III**
BUG Rating	**B1-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	1184	80.3%
Downward House Side	290	19.7%
Downward Total	1474	82%
Upward Street Side	185	59%
Upward House Side	130	41%
Upward Total	315	18%
Total Flux	1789	100%

ISOFOOT CANDLE PLOT



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PHOTOMETRY

PA7R-CH3HS-12L-020-4K7

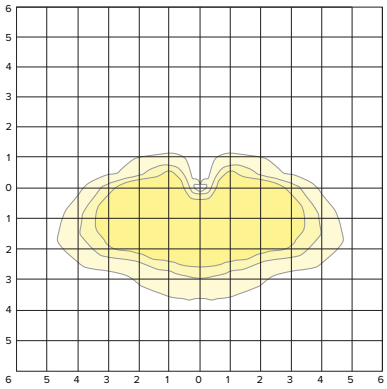
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1570**
Watts	**21.64**
Efficacy	**73.0**
IES Type	**III**
BUG Rating	**B0-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	1187	92.0%
Downward House Side	103	8.0%
Downward Total	1290	82%
Upward Street Side	230	82%
Upward House Side	51	18%
Upward Total	282	18%
Total Flux	1571	100%

ISOFOOT CANDLE PLOT



PA7R-CH4-12L-020-4K7

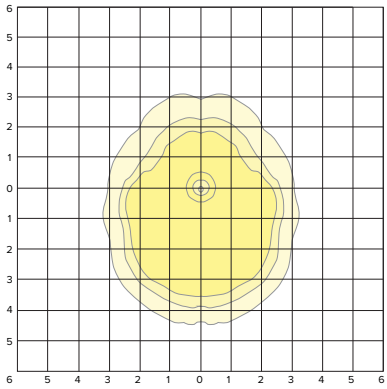
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1884**
Watts	**21.73**
Efficacy	**87.0**
IES Type	**IV**
BUG Rating	**B0-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	1316	84.0%
Downward House Side	250	16.0%
Downward Total	1566	83%
Upward Street Side	184	58%
Upward House Side	136	42%
Upward Total	319	17%
Total Flux	1885	100%

ISOFOOT CANDLE PLOT



PA7R-CH5-12L-020-4K7

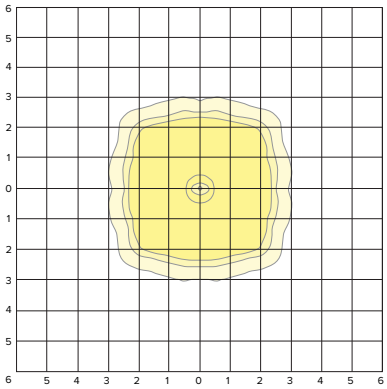
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**2003**
Watts	**21.73**
Efficacy	**92.0**
IES Type	**VS**
BUG Rating	**B1-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	825	50.0%
Downward House Side	825	50.0%
Downward Total	1650	82%
Upward Street Side	177	50%
Upward House Side	177	50%
Upward Total	354	18%
Total Flux	2004	100%

ISOFOOT CANDLE PLOT



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PHOTOMETRY

PA7R-CL1-12L-020-4K7

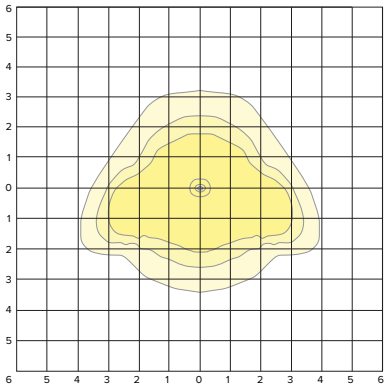
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**2016**
Watts	**21.7**
Efficacy	**93.0**
IES Type	**II**
BUG Rating	**B1-U4-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	1078	77.5%
Downward House Side	312	22.5%
Downward Total	1390	69%
Upward Street Side	373	59%
Upward House Side	254	41%
Upward Total	627	31%
Total Flux	2017	100%

ISOFOOT CANDLE PLOT



PA7R-CL2-12L-020-4K7

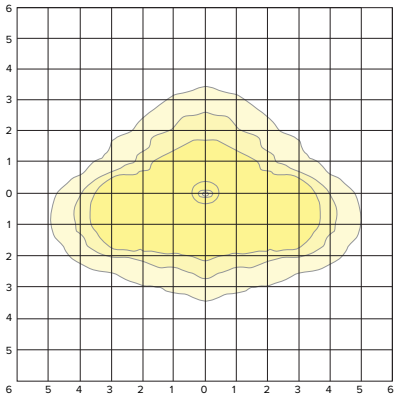
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**2159**
Watts	**21.69**
Efficacy	**100.0**
IES Type	**II**
BUG Rating	**B1-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	1325	77.5%
Downward House Side	384	22.5%
Downward Total	1709	79%
Upward Street Side	258	57%
Upward House Side	193	43%
Upward Total	451	21%
Total Flux	2160	100%

ISOFOOT CANDLE PLOT



PA7R-CL3-12L-020-4K7

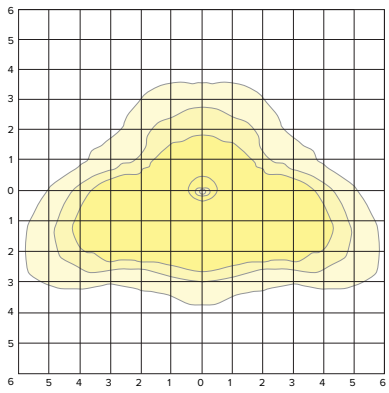
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**2244**
Watts	**21.72**
Efficacy	**103.0**
IES Type	**III**
BUG Rating	**B1-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	1472	80.0%
Downward House Side	367	20.0%
Downward Total	1839	82%
Upward Street Side	231	57%
Upward House Side	175	43%
Upward Total	406	18%
Total Flux	2245	100%

ISOFOOT CANDLE PLOT



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PHOTOMETRY

PA7R-CL3HS-12L-020-4K7

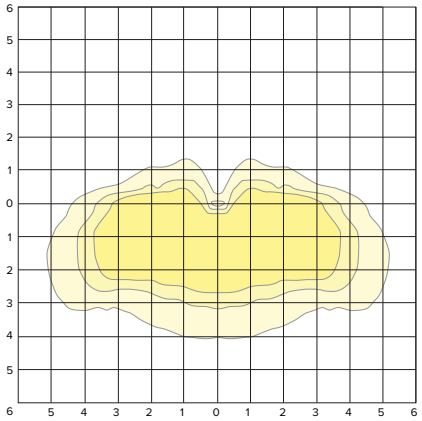
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1811**
Watts	**21.7**
Efficacy	**83.0**
IES Type	**III**
BUG Rating	**B0-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	1361	92.0%
Downward House Side	118	8.0%
Downward Total	1479	82%
Upward Street Side	277	83%
Upward House Side	56	17%
Upward Total	334	18%
Total Flux	1812	100%

ISOFOOT CANDLE PLOT



PA7R-CL4-12L-020-4K7

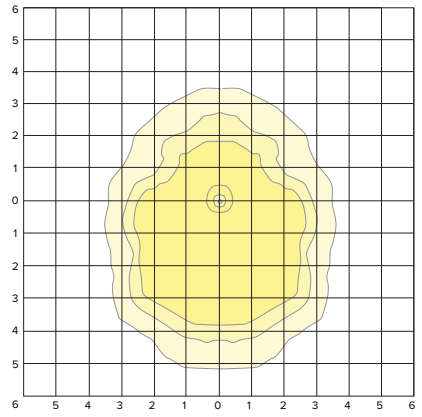
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**2236**
Watts	**21.71**
Efficacy	**103.0**
IES Type	**IV**
BUG Rating	**B1-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	1552	84.9%
Downward House Side	275	15.0%
Downward Total	1827	82%
Upward Street Side	230	56%
Upward House Side	180	44%
Upward Total	410	18%
Total Flux	2237	100%

ISOFOOT CANDLE PLOT



PA7R-CL5-12L-020-4K7

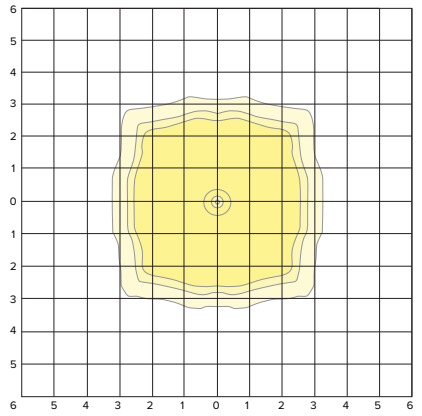
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**2296**
Watts	**21.75**
Efficacy	**106.0**
IES Type	**VS**
BUG Rating	**B1-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	937	50.0%
Downward House Side	937	50.0%
Downward Total	1874	82%
Upward Street Side	211	50%
Upward House Side	211	50%
Upward Total	422	18%
Total Flux	2296	100%

ISOFOOT CANDLE PLOT



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DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

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PHOTOMETRY

PA7R-DL1-12L-020-4K7

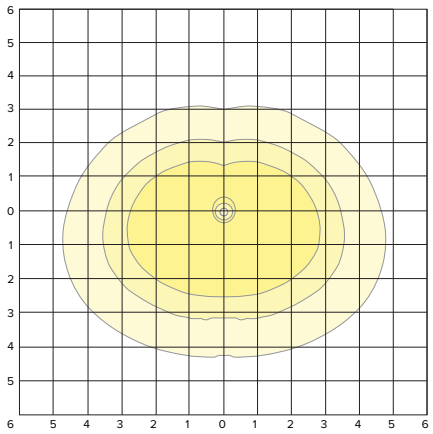
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1783**
Watts	**21.74**
Efficacy	**82.0**
IES Type	**IV**
BUG Rating	**B1-U3-G2**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	746	66.2%
Downward House Side	381	33.8%
Downward Total	1127	63%
Upward Street Side	408	62%
Upward House Side	248	38%
Upward Total	657	37%
Total Flux	1784	100%

ISOFOOT CANDLE PLOT



PA7R-DL5-12L-020-4K7

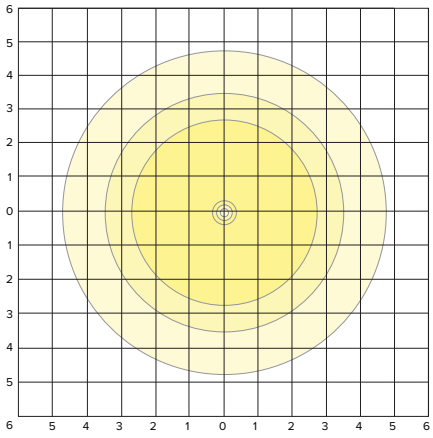
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1873**
Watts	**21.75**
Efficacy	**86.0**
IES Type	**VS**
BUG Rating	**B1-U3-G2**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	656	50.0%
Downward House Side	656	50.0%
Downward Total	1313	70%
Upward Street Side	281	50%
Upward House Side	281	50%
Upward Total	561	30%
Total Flux	1874	100%

ISOFOOT CANDLE PLOT



PA7R-GC1-12L-020-4K7

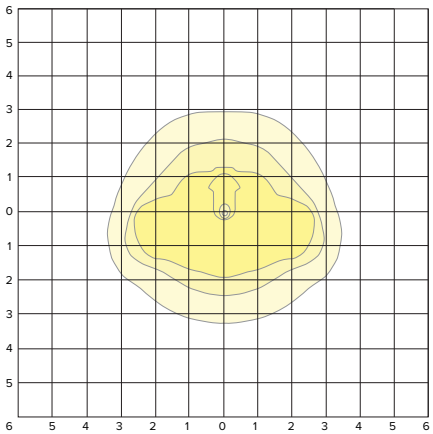
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1130**
Watts	**21.73**
Efficacy	**52.0**
IES Type	**II**
BUG Rating	**B0-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	434	67.6%
Downward House Side	208	32.4%
Downward Total	642	57%
Upward Street Side	298	61%
Upward House Side	191	39%
Upward Total	489	43%
Total Flux	1131	100%

ISOFOOT CANDLE PLOT



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PHOTOMETRY

PA7R-GC2-12L-020-4K7

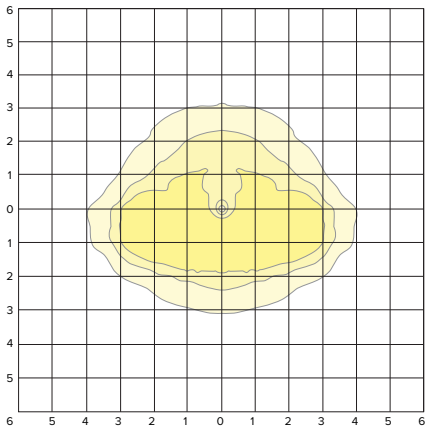
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1111**
Watts	**21.59**
Efficacy	**51.0**
IES Type	**II**
BUG Rating	**B1-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	488	68.3%
Downward House Side	227	31.7%
Downward Total	715	64%
Upward Street Side	238	60%
Upward House Side	159	40%
Upward Total	397	36%
Total Flux	1112	100%

ISOFOOT CANDLE PLOT



PA7R-GC3-12L-020-4K7

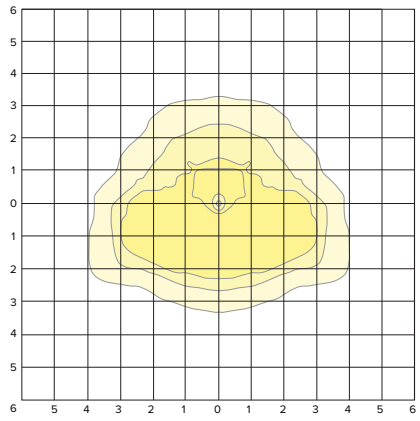
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1114**
Watts	**21.7**
Efficacy	**51.0**
IES Type	**II**
BUG Rating	**B1-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	513	69.8%
Downward House Side	221	30.1%
Downward Total	735	66%
Upward Street Side	234	62%
Upward House Side	146	38%
Upward Total	380	34%
Total Flux	1114	100%

ISOFOOT CANDLE PLOT



PA7R-GC3HS-12L-020-4K7

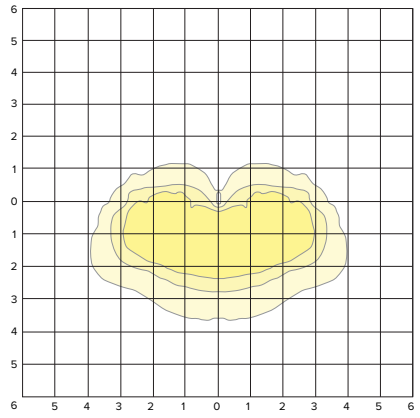
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**930**
Watts	**21.59**
Efficacy	**43.0**
IES Type	**III**
BUG Rating	**B0-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	533	87.1%
Downward House Side	79	12.8%
Downward Total	612	66%
Upward Street Side	265	83%
Upward House Side	54	17%
Upward Total	319	34%
Total Flux	931	100%

ISOFOOT CANDLE PLOT



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PA7R-GC4-12L-020-4K7

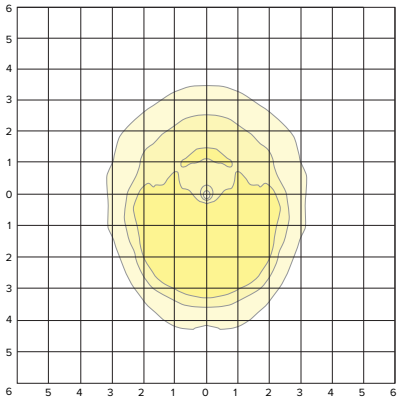
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1207**
Watts	**21.59**
Efficacy	**56.0**
IES Type	**IV**
BUG Rating	**B0-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	591	74.2%
Downward House Side	205	25.8%
Downward Total	796	66%
Upward Street Side	267	65%
Upward House Side	146	35%
Upward Total	412	34%
Total Flux	1208	100%

ISOFOOT CANDLE PLOT



PA7R-GC5-12L-020-4K7

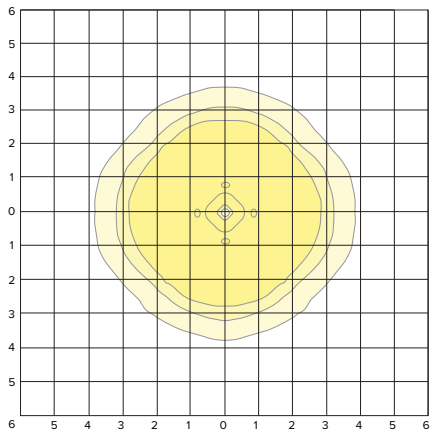
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1128**
Watts	**21.59**
Efficacy	**52.0**
IES Type	**VS**
BUG Rating	**B1-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	382	50.0%
Downward House Side	382	50.0%
Downward Total	764	68%
Upward Street Side	183	50%
Upward House Side	183	50%
Upward Total	365	32%
Total Flux	1129	100%

ISOFOOT CANDLE PLOT



PA7R-GD1-12L-020-4K7

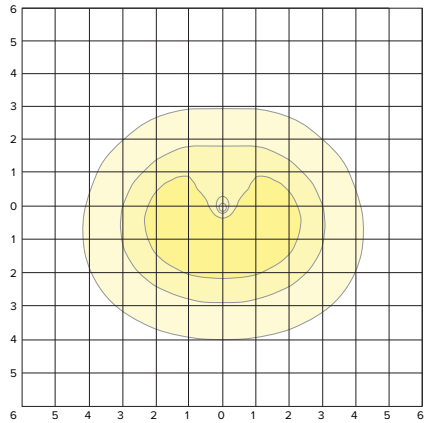
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1127**
Watts	**21.71**
Efficacy	**51.9**
IES Type	**IV**
BUG Rating	**B1-U3-G2**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	407	62.8%
Downward House Side	241	37.2%
Downward Total	648	57%
Upward Street Side	287	60%
Upward House Side	193	40%
Upward Total	479	43%
Total Flux	1127	100%

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PA7R-GD5-12L-020-4K7

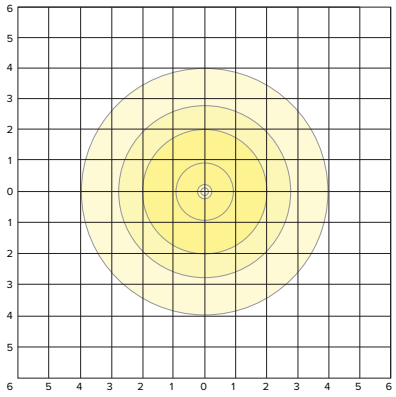
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1037**
Watts	**21.6**
Efficacy	**48.0**
IES Type	**VS**
BUG Rating	**B1-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	309	50.0%
Downward House Side	309	50.0%
Downward Total	618	60%
Upward Street Side	210	50%
Upward House Side	210	50%
Upward Total	420	40%
Total Flux	1038	100%

ISOFOOT CANDLE PLOT



PA7R-LV1-12L-020-4K7

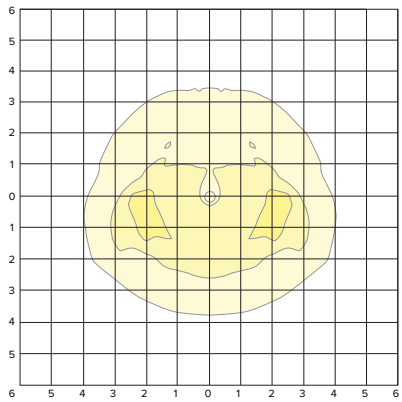
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**811**
Watts	**21.73**
Efficacy	**37.0**
IES Type	**II**
BUG Rating	**B1-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	303	57.7%
Downward House Side	222	42.2%
Downward Total	526	65%
Upward Street Side	160	56%
Upward House Side	126	44%
Upward Total	286	35%
Total Flux	812	100%

ISOFOOT CANDLE PLOT



PA7R-LV2-12L-020-4K7

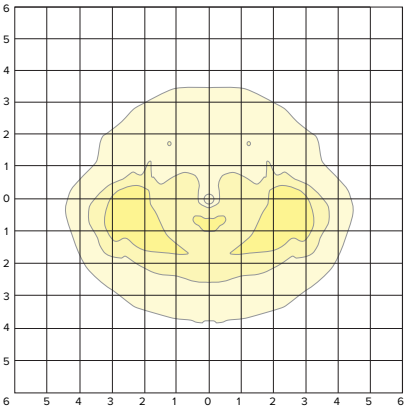
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**885**
Watts	**21.68**
Efficacy	**41.0**
IES Type	**II**
BUG Rating	**B1-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	378	61.9%
Downward House Side	233	38.1%
Downward Total	611	69%
Upward Street Side	158	58%
Upward House Side	116	42%
Upward Total	274	31%
Total Flux	885	100%

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PA7R-LV3-12L-020-4K7

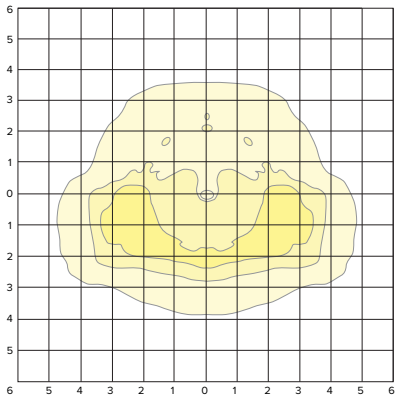
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**912**
Watts	**21.69**
Efficacy	**42.0**
IES Type	**III**
BUG Rating	**B1-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	414	63.7%
Downward House Side	233	35.8%
Downward Total	650	71%
Upward Street Side	154	59%
Upward House Side	109	41%
Upward Total	263	29%
Total Flux	913	100%

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PA7R-LV3HS-12L-020-4K7

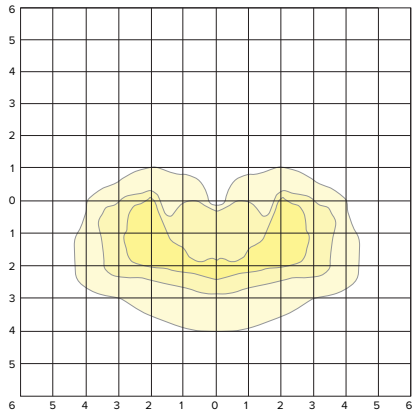
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**658**
Watts	**21.69**
Efficacy	**30.0**
IES Type	**III**
BUG Rating	**B0-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	383	82.5%
Downward House Side	81	17.5%
Downward Total	464	71%
Upward Street Side	155	80%
Upward House Side	39	20%
Upward Total	194	29%
Total Flux	658	100%

ISOFOOT CANDLE PLOT



PA7R-LV4-12L-020-4K7

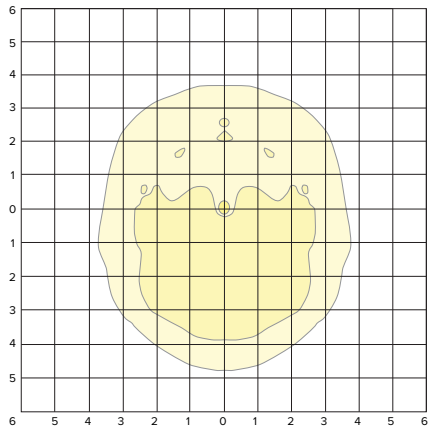
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**956**
Watts	**21.69**
Efficacy	**44.0**
IES Type	**IV**
BUG Rating	**B1-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	454	67.5%
Downward House Side	219	32.5%
Downward Total	673	70%
Upward Street Side	176	62%
Upward House Side	107	38%
Upward Total	283	30%
Total Flux	956	100%

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PA7R-LV5-12L-020-4K7

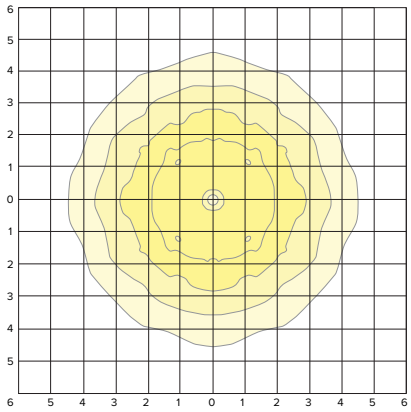
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**966**
Watts	**21.7**
Efficacy	**45.0**
IES Type	**VS**
BUG Rating	**B1-U3-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	354	50.0%
Downward House Side	354	50.0%
Downward Total	708	73%
Upward Street Side	129	50%
Upward House Side	129	50%
Upward Total	259	27%
Total Flux	967	100%

ISOFOOT CANDLE PLOT



PA7R-NU1-12L-020-4K7

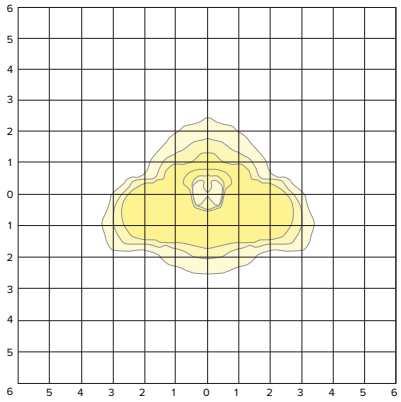
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1136**
Watts	**21.75**
Efficacy	**52.0**
IES Type	**I**
BUG Rating	**B0-U0-G0**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	986	86.7%
Downward House Side	151	13.3%
Downward Total	1137	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	1137	100%

ISOFOOT CANDLE PLOT



PA7R-NU2-12L-020-4K7

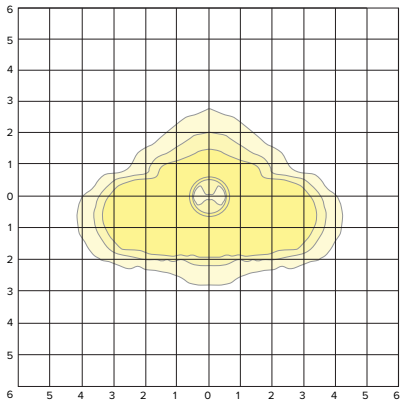
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1305**
Watts	**21.74**
Efficacy	**60.0**
IES Type	**II**
BUG Rating	**B0-U0-G0**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	1073	82.2%
Downward House Side	233	17.8%
Downward Total	1306	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	1306	100%

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PHOTOMETRY

PA7R-NU3-12L-020-4K7

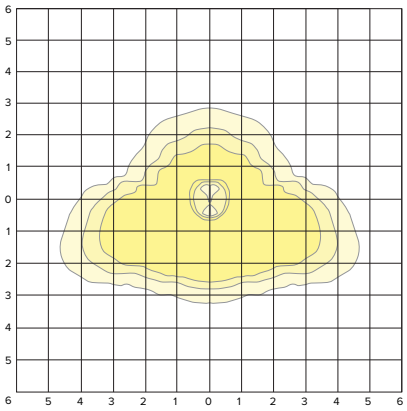
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1228**
Watts	**21.76**
Efficacy	**56.0**
IES Type	**III**
BUG Rating	**B0-U0-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	1035	84.3%
Downward House Side	194	15.8%
Downward Total	1228	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	1228	100%

ISOFOOT CANDLE PLOT



PA7R-NU3HS-12L-020-4K7

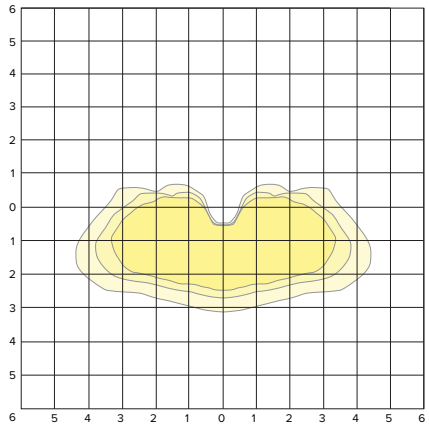
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1037**
Watts	**21.74**
Efficacy	**48.0**
IES Type	**III**
BUG Rating	**B0-U0-G0**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	987	95.1%
Downward House Side	51	4.9%
Downward Total	1038	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	1038	100%

ISOFOOT CANDLE PLOT



PA7R-NU4-12L-020-4K7

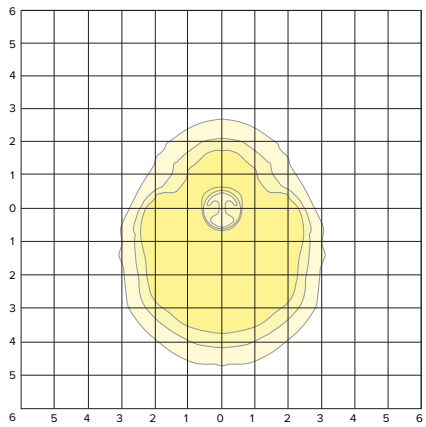
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1482**
Watts	**21.67**
Efficacy	**68.0**
IES Type	**IV**
BUG Rating	**B0-U0-G1**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	1318	88.9%
Downward House Side	164	11.1%
Downward Total	1483	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	1483	100%

ISOFOOT CANDLE PLOT



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PA7R

BOLLARD

PHOTOMETRY(CONTINUED)

PA7R-NU5-12L-020-4K7

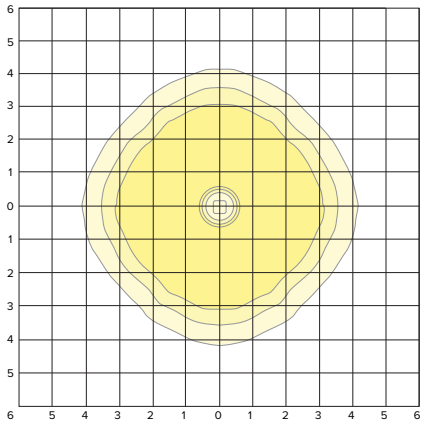
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**1377**
Watts	**21.68**
Efficacy	**63.0**
IES Type	**VS**
BUG Rating	**B1-U0-G0**
Mounting Height	**3.5 ft**
Grid Scale	**6 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	689	50.0%
Downward House Side	689	50.0%
Downward Total	1377	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	1377	100%

ISOFOOT CANDLE PLOT

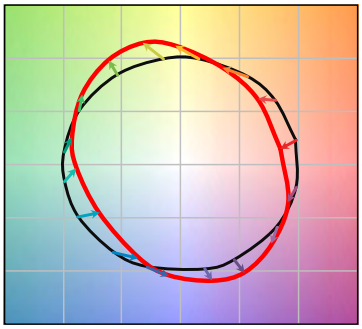


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PA7R
BOLLARD

TM-30 DATA

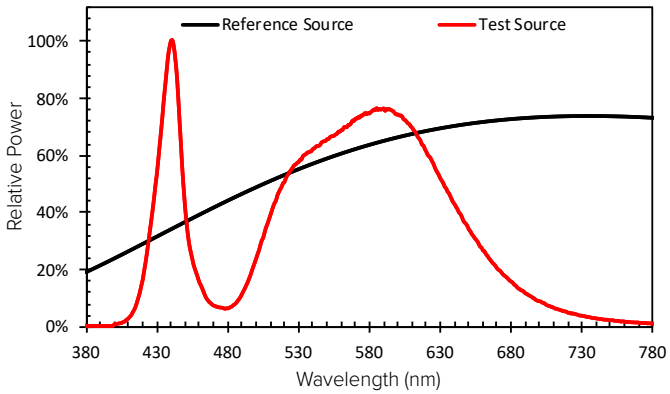
COLOR VECTOR GRAPHIC



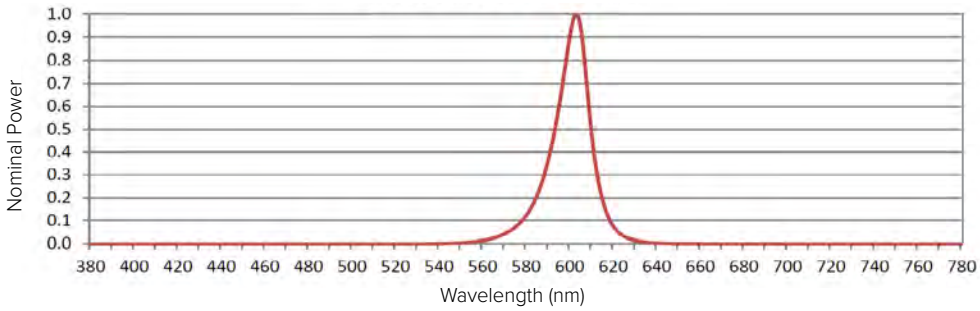
TEST SOURCE

R_f	68
R_g	99
CCT(K)	3947
D_{UV}	0.0004
x	0.3831
y	0.3793
CIE R_a	72

SPECTRAL POWER DISTRIBUTION COMPARISON



AMBER SPECTRAL POWER DISTRIBUTION



ELECTRICAL DATA

Electrical													Dimming				
# LED	System Watts	Drive Current	Line Voltage		Amps AC						Min. Power Factor	Max THD (%)	Dimming Range	Source current out of 0-10V		Absolute voltage range on 0-10V (+)	
			VAC	Hz	120	208	240	277	347	480				Min	Max	Min	Max
12	22	550mA	120-480	50/60	0.18	0.11	0.09	0.08	0.06	0.05	>0.9	20	10% to 100%	0mA	1mA	0V	10V
	14	350mA			0.12	0.07	0.06	0.05	0.04	0.03							

TM-21 Lifetime Calculation - Projected Lumen Maintenance (25°C / 77°C) & (40°C / 104°C)						
Hours	0	25,000	36,000	50,000	100,000	Reported L70
Projected Lumen Maintenance	100%	98%	97%	95%	90%	60khrs

CRI Lumen Multiplier 80 and 90 CRI		
CCT	80 CRI	90 CRI
2700K	0.859	0.655
3000K	0.9119	0.7033
3500K	0.906	0.732
4000K	0.8941	0.734
5000K	0.879	0.7712
Scailing factor of 5000K 70CRI lumen packages		

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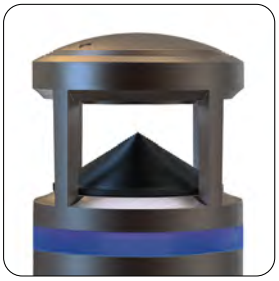
PA7R

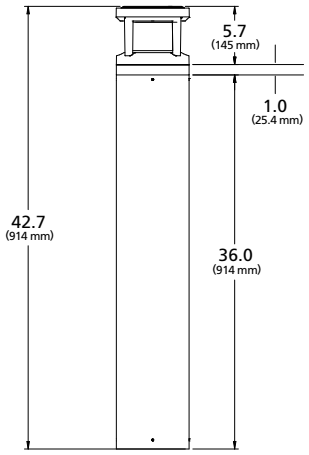
BOLLARD

ADDITIONAL INFORMATION

LUMINOUS ACCENT:

- The Luminous Accent option adds an additional 1" / 25.4mm to the overall fixture height and may be controlled via wired DMX RDM or Bluetooth® wireless. The Luminous Accent shall be IK08.





RGBW REMOTE APP

- The RGBW Remote application may be downloaded free of charge from the Apple App Store or Google Play.
- Color selection and adjustment.
- Camera function for color matching.
- Intensity slider for dimming/ramping up.
- Save and rename up to 10 presets.
- Group and rename fixtures.
- Fixture is password protected, refer to instructions to set unique password.

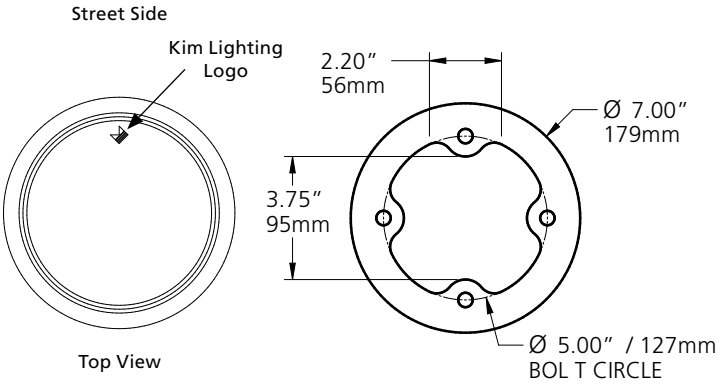




MOUNTING

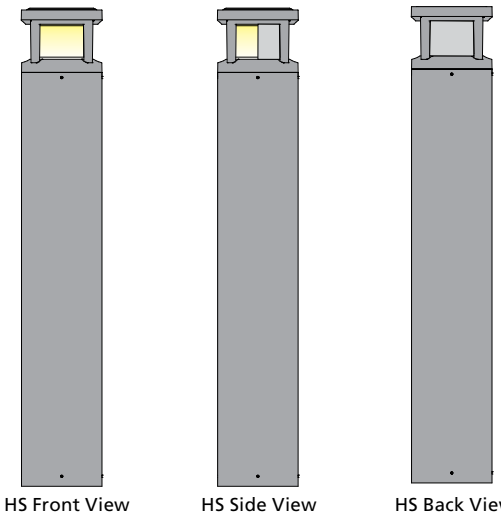
ALUMINUM BODY

- Once attached to base mounting plate, fixture may be rotated 20° in either direction and secured with set screws at base of the bollard body. KIM Lighting logo indicates 'street side' output.



SHIELDING

- HS configurations feature factory installed 180° shield(s) that may also be installed in the field for any Optic configuration.



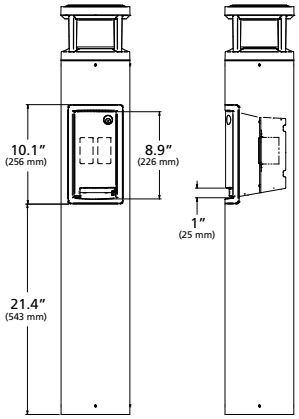
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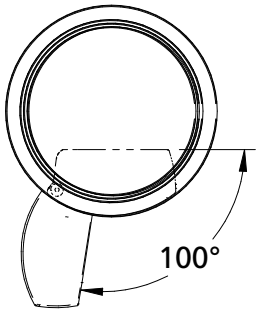
PA7R
BOLLARD

ADDITIONAL INFORMATION (CONTINUED)

RECEPTACLE OUTLET PANEL

- The Receptacle outlet panel shall be NEMA 3R rated for wet location(s) while in use and shall be compatible with any single receptacle outlet device with standard mounting holes. Door shall be self-closing. Tamper resistant lock must be specified at time of order. Devices and device wiring by others.

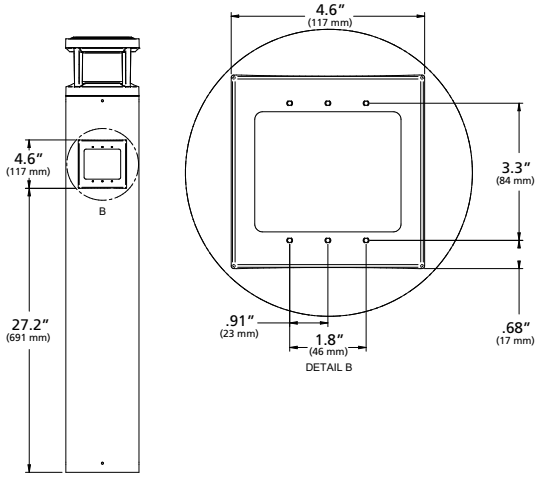




Range of Motion for access door

INTEGRAL ELECTRICAL BOX

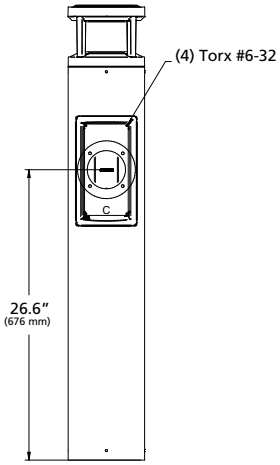
- The integral 2 Gang electrical box shall be 3" deep and have standard mounting holes for installing either a single receptacle outlet device or a pair of single receptacle outlet device. Devices, device wiring, device hardware and bezel by others.



SPEAKER GRILLE ENCLOSURE

- The speaker grille enclosure shall accommodate a 3"Ø marine grade speaker rated for outdoor use. Grille shall be secured with (4) Torx # screws for accessibility. Mounting provisions as shown. Speaker, mounting bracket/hardware and wiring by others.





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KIM LIGHTING

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

UR20 - Post Top

ARCHITECTURAL AREA/SITE

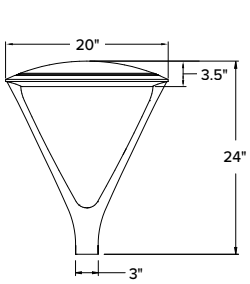
Ouro™

FEATURES

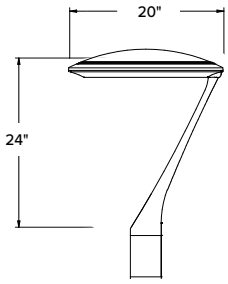
- 20” size in single/dual arm post top, pole and wall mount
- High performance optics up to 16,874 delivered lumens
- Elegant form factor
- Diffusion lens option
- UL/cUL listed for wet locations, IP66 and 4G/1.5G vibration rated

3000K and warmer CCTs only





FM33



FMSA33/PTSA23
FMSA34, PTSA24, PTSA34

CONTROL TECHNOLOGY

LIGHTGRID+

SPECIFICATIONS

CONSTRUCTION

- Low copper aluminum alloy die-casting is designed as one-piece.
- Molded silicone gasket throughout insures the sealing between the two compartments and provides ingress protection.
- All external fasteners are stainless steel.
- Cover is secured to Lens frame by the latch and hinge.

OPTICS

- LEDs mount to a metal printed circuit board assembly (MCPCB).
- Optical lenses are clear injection molded PMMA acrylic.
- Optional Backlight Control on each LED module to completely control unwanted backlight.
- Optional fixture finish optical surfaces will not exceed BUG ratings of the standard white finish.

LENS

- Standard lens (CLR) IK08
- Clear Polycarbonate Lens (CP) IK10

INSTALLATION

- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.

	Weight	EPA
UR20	35 lbs / 15.8 kg	0.512 ft.^{2}

ELECTRICAL

- Universal voltage, 120 through 277V with a ±10% tolerance. Driver is Underwriters Laboratories listed.
- High voltage configurations, 347/480. Driver has a 0-10V dimming interface for multi-level illumination options. Driver is Underwriters Laboratories listed.
- "Thermal Shield”, secondary side, thermistor provides protection for the sustainable life of LED module and electronic components
- Drivers shall have greater than a 0.9 power factor, less than 20% harmonic distortion, and be suitable for operation in -40°C to 40°C ambient environments.
- Luminaire shall be capable of operating at 100% brightness in a 40°C environment. Both driver and optical array have integral thermal protection that will dim the luminaire upon detection of temperatures in excess of 85°C.
- Surge protection: 10,000k in parallel, 20,000k in series
- Wiring: No. 18AWM rated 105°C, wet rating.

CONTROLS

7PR

- Fully gasketed and wired 7-pin receptacle option. Easy access location above the electrical compartment. 7-pin construction allows for a user-defined interface and provides a controlled definition of operational performance. ANSI twist-lock control module by-others.

Standard customer operation modes:

- Traditional on/off photoelectric control.
- 5-pin wireless photoelectric control for added dimming feature.
- 7-pin wireless photoelectric control for dimming and additional I/O connections for customer use.

(Specifications continued on page 5)

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KIM LIGHTING

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

UR20 - Post Top

ARCHITECTURAL AREA/SITE

ORDERING GUIDE

Example: UR20-24L-25-3K8-3-L-UNV-FMSA33-BLT-7PR-BC

CATALOG #

HOUSING

UR20

Model	LED Engine	CCT/CRI	Distribution	Rotation	Voltage
UR20 Ouro	**No Lens or Clear Lens** **24L-25** 3,000 lm **24L-65** 7,000 lm **56L-75** 10,000 lm **56L-110** 15,000 lm **56L-140** 17,000 lm **HDL - High Diffusion Lens** **28L-30** 3,000 lm **28L-70** 7,000 lm **68L-80** 9,000 lm **68L-115** 13,000 lm **68L-150** 15,000 lm	**AM**[1,2] Amber, 595nm **27K8** 2700K, 80 CRI **3K7** 3000K, 70 CRI **3K8** 3000K, 80 CRI **35K8** 3500K, 80 CRI **3K9** 3000K, 90 CRI **4K7** 4000K, 70 CRI **4K8** 4000K, 80 CRI **5K7** 5000K, 70 CRI Consult factory for other CCTs and CRIs	**No Lens or Clear Lens** **FR** Type 1/Front Row **2** Type II **3** Type III **4** Type IV **4W** Type IV Wide **5QM**[3] Type V Square Medium **5QN**[3] Type V Square Narrow **5R**[3] Type V Rectangular **5W**[3] Type V Wide (Round) **HDL - High Diffusion Lens** **3** Type III/Asymmetric **5W**[3] Type V/Symmetric	**(Blank)** Blank for no rotation **L**[4] Optic rotation left **R**[4] Optic rotation right	**UNV** 120-277V **347** 347V **480** 480V **Consult factory**

Mounting	Fixture Finish	Control Options	Options	Control Accessories
FM33 Flush mt 3.0" OD pole, 3" fixture base	**BLS** Black Gloss Smooth	**7PR-TL** 7 pin PCR with twist lock photocontrol	**BC**[9] Back-light Control	**WIR-RME-L** LightGRID+™ External Fixture Module
FM44 Flush mt 3.6" to 4.0" OD pole, 4" fixture base	**BLT** Black Matte Textured	**7PR-SC** 7 pin PCR with shorting cap	**SF** Single Fuse	**SCH-R** Occ. Sensor for Round Pole (up to 30' MH)
PT23 3" Post Top mount for 2 3/8" OD x 4" Long Tenon Tenon	**DBS** Dark Bronze Gloss Smooth	**7PR** 7 pin PCR, wireless control enabled	**DF** Double Fuse	**SCH-S** Occ. Sensor for Square Pole (up to 30' MH)
PT24 4" Post Top mount for 2 3/8" OD T x 4" Long Tenon	**DBT** Dark Bronze Matte Textured	**AD-01**[6] AstroDIM: 50% output at midnight	**CLR**[8,9,10] Clear Lens	**NXOFM2-1R1D-UNV** NX 7-Pin Twist-Lock® with NX Networked Wireless Radio, Integral Automatic Dimming Photocell, Integral Single Pole Relay with Dimming, and Bluetooth Programming
PT34 4" Post Top mount for 2 7/8" OD x 4" Long Tenon Tenon	**GTT** Graphite Matte Textured	**AD-02**[6] AstroDIM: 50% output midnight to 4 AM	**TPL** Tamper proof latch	
FMSA33 Solo Arm Post Top Flush Mount 3.0" OD Pole, 3" fixture base	**LGS** Light Grey Gloss Smooth	**AD-03**[6] AstroDIM: 50% output 10PM	**CP**[8,9,11] Clear Polycarbonate Lens	
FMSA44 Solo Arm Post Top Flush Mount 3.6" to 4.0" OD Pole, 4" fixture base	**LGT** Light Grey Matte Textured	**AD-04**[6] AstroDIM: 50% output 10PM to 4AM	**WBFM3** Wall Bracket Arm for FM33 or FMSA33	
PTSA23 3" Solo Arm Post Top Mount for 2-3/8" OD x 4" Long Tenon	**PSS** Platinum Silver Gloss Smooth	**NXW**[7] NX Networked Wireless Radio Module NXRM2 and Bluetooth Programming, without Sensor	**WBFM4** Wall Bracket Arm for FM44 or FMSA44	
PTSA24 4" Solo Arm Post Top Mount for 2-3/8" OD x 4" Long Tenon	**VGT** Verde Green Matte Textured	**WSP-40F-1**[6,8] Dimming Occ. Sensor for up to 40' MH, 120/277/347V	**TAFM3**[12,13] Twin Arm mount for FM33 or FMSA33	
PTSA34 4" Solo Arm Post Top Mount for 2-7/8" OD x 4" Long Tenon	**WHS** White Gloss Smooth **WHT** White Matte Textured	**WSP-40F-2**[6,8] Dimming Occ. Sensor for up to 40' MH, 208/240V	**TAFM4**[12,13] Twin Arm mount for FM44 or FMSA44	
	Color Option **CC**[5] Custom Color	**WSP-40F-3**[6,8] Dimming Occ. Sensor for up to 40' MH, 480V		
		NXWS16F[6,7,8] NX Networked Wireless Enabled Integral NXSMP2-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming		
		NXWS40F[6,7,8] NX Networked Wireless Enabled Integral NXSMP2-HMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming		

1 Turtle Friendly.
2 Not available with 24L-65 and the 56L-140 configuration of the LED Engine
3 Not available with BC option
4 Not available with 5QM, 5QN, and 5W distributions.
5 Consult factory for custom color, marine and corrosive finish options.
6 Not available with other sensor or wireless control options.
7 Not available with Solo Arm Post Top (FMSA/PTSA)
8 24L and 56L only
9 Not available with HDL option.
10 IK08 rated. Consult factory for details
11 IK10 rated. Consult factory for details
12 Pole requires 2-3/8"x 4" Long tenon
13 Order one for each pair of fixtures per pole.

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DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

UR20 - Post Top

ARCHITECTURAL AREA/SITE

OUTDOOR LIGHTING CONTROLS OPTIONS

CONTROLS FUNCTIONALITY

LIGHTGRID+

	Control Option Ordering Logic & Description		Control Option Functionality									Control Option Components	
			Networkable	Grouping	Scheduling	Occupancy/ Motion	Daylight Harvesting	0-10V Dimming	On/Off Control	Bluetooth App Programming	Sensor Height		
NX Wireless	NXOFM2-1R1D-UNV	NX 7-Pin Twist-Lock® with NX Networked Wireless Radio, Integral Automatic Dimming Photocell, Integral Single Pole Relay with Dimming, and Bluetooth Programming	✓	✓	✓	Paired with external control	✓	✓	✓	✓	–		NXOFM2-1R1D-UNV
	NXW	NX Networked Wireless Radio Module NXRM2 and Bluetooth Programming, without Sensor	✓	✓	✓	–	–	✓	✓	✓	–		NXRM2-H
	NXWS16F	NX Networked Wireless Enabled Integral NXSMP2-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming	✓	✓	✓	✓	✓	✓	✓	✓	16ft		NXSMP2-LMO
	NXWS40F	NX Networked Wireless Enabled Integral NXSMP2-HMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming	✓	✓	✓	✓	✓	✓	✓	✓	40ft		NXSMP2-HMO

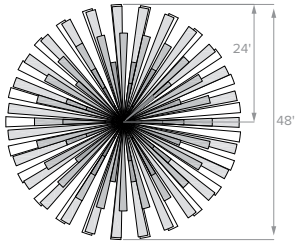
DEFAULT SETTINGS

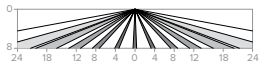
NX Wireless	
Occupancy Sensor	Enabled
Occupancy Sensor Sensitivity	7
Occupancy Sensor Timeout	15 Minutes
Occupied Dim Level	100%
Unoccupied Dim Level	0%
Daylight Sensor	Disabled
Bluetooth	Enabled
2.4GHz Wireless Mesh	On
"Passcode Factory Passcode: HubbN3T!"	Enabled

Stand Alone	
Occupancy Sensor	Enabled
Occupancy Sensor Sensitivity	7
Occupancy Sensor Timeout	8 Minutes
Occupied Dim Level	100%
Unoccupied Dim Level	50%
Daylight Sensor	Disabled

NX WIRELESS COVERAGE PATTERNS

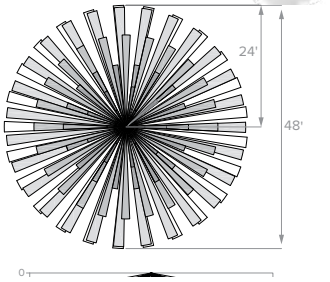
NXSMP2-LMO





Sensor Lens Coverage and Detection Patterns When Mounted at 8ft with Low Mount Lens

NXSMP2-LMO



NX LIGHTING CONTROLS FREE APP



The NX Lighting Controls App is free to use mobile application for programming both NX Lighting Controls System or Standalone Bluetooth Sensors. The mobile app allows you to configure devices, discover and setup wireless enable luminiares and program NX system settings.

Apple App: https://apps.apple.com/us/app/nx-lighting-controls/id962112904

Google Play: https://play.google.com/store/apps/details?id=io.cordova.NXBTR&hl=en_US&gl=US

Apple App

Google Play

CONTROLS TECH SUPPORT 800-888-8006 (7:00 AM - 7:00 PM)

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ARCHITECTURAL AREA/SITE

OUTDOOR LIGHTING CONTROLS OPTIONS

CONTROLS FUNCTIONALITY

	Control Option Ordering Logic & Description		Control Option Functionality									Control Option Components	
			Networkable	Grouping	Scheduling	Occupancy/ Motion	Daylight Harvesting	0-10V Dimming	On/Off Control	Bluetooth App Programming	Sensor Height		
Independent	AD	AutoDIM Time of Day Dimming	–	–	✓	–	–	–	✓	–	–		ADT
	7PR	7-Pin Receptacle	–	–	Paired with external control	–	Paired with external control	–	Paired with external control	–	–		7PR
	7PR-SC	7-Pin Receptacle with shorting cap	–	–	–	–	–	–	–	–	–		7PR-SC
	7PR-TL	7-Pin with photocontrol	–	–	–	–	✓	–	✓	–	–		7PR-TL

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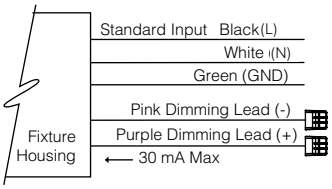
ARCHITECTURAL AREA/SITE

SPECIFICATIONS (CONTINUED)

CONTROLS (CONTINUED)

DIMMING:

- Dimming range from 100% to 10% through the use of the standard 0-10V interface on the programmable driver.
- Modular wiring harness in the service area provides user access to the dimming circuitry.
- Dimming circuitry compatible with 0-10V, user-defined control devices.
- Optional factory programmed dimming profile.



WIRELESS CONTROLS

LightGRID+™

- LightGRID+™ wireless control modules allow an individual fixture to managed, monitored and measured. The modules communicate securely over a robust certified meshed radio signal. The LightGRID+™ modules provide on/off/dim control, external device input, alerts and metering.

WIR-RME-L

- LightGRID+™ External Module,120-480V, 1000ft range (LOS), Internal Photocell, 1 Digital Input, Compatible with the A-25-7H option

NX LIGHTING CONTROLS

- NX lighting controls platform utilizes a Distributed Network Architecture (DNA) that connects intelligent devices including luminaires, controllers, panels, occupancy sensors, photocells, wall switches and dimmers, creating a system with an unmatched level of reliability, scalability and simplicity

POLE MOUNTED

ROUND POLE-MOUNTED OCCUPANCY

- Sensor up to 30'. Select voltage and finish color.

SCH-R

- Round Pole-Mounted Occupancy Sensor: up to 30' - an outdoor occupancy sensor with 0-10V interface dimming control that mounts directly to the pole. Wide 360° pattern. Module colors are available in Black, Gray, and White. Module is cut for round pole mounting. Pole diameter is needed upon order. Poles to be drilled in the field will be provided with installation instructions.
- Ordering Example: SCH-R4[4]/277[2]/BL[3]

SQUARE POLE-MOUNTED OCCUPANCY

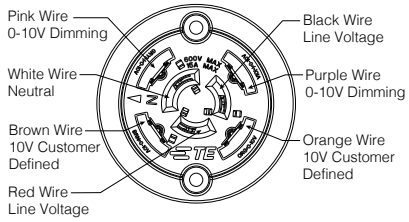
Sensor up to 30'. Select voltage and finish color.

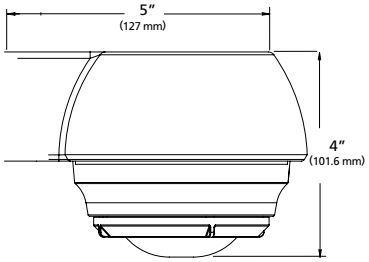
SCH-S

- Square Pole-Mounted Occupancy Sensor: up to 30' - an outdoor occupancy sensor with 0-10V interface dimming control that mounts directly to the pole. Wide 360° pattern. Module colors are available in Black, Gray, and White. Module is cut for round pole mounting. Pole diameter is needed upon order. Poles to be drilled in the field will be provided with installation instructions.
- Ordering Example: SCH-S/277[2]/BL[3]

ASTRODIM

- AstroDIM provides multi-stage night-time power reduction based on an internal timer referenced to the power on/off time. There is no need for an external control infrastructure. The unit automatically performs a dimming profile based on the predefined scheduled reference to the midpoint, which is calculated based on the power on/off times.





OPTIONAL FUSING:

- SF for 120, 277, and 347 Line volts

CAUTION:

- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.

CERTIFICATIONS AND LISTINGS

- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations and 40°C ambient temperatures
- ANSI C136.31-2010 Vibration tested and compliant 1.5G and 4G reference page 4
- IEC 66262 Mechanical Impact Code IK08, IK10
- IDA approved, 3000K and warmer CCTs only
- IP66 rated
- RoHS compliant

WARRANTY

- 5 year warranty



7-Pin receptacle placement

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KIM LIGHTING

DATE: LOCATION:

TYPE: PROJECT:

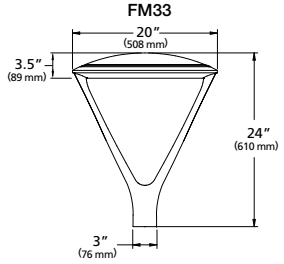
CATALOG #:

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ARCHITECTURAL AREA/SITE

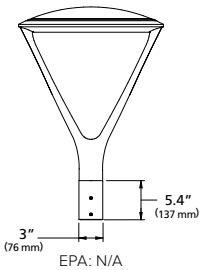
DIMENSIONS

FM33



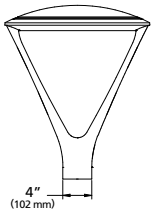
EPA: .512

PT23



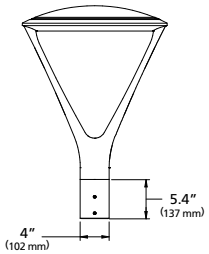
EPA: N/A

FM44



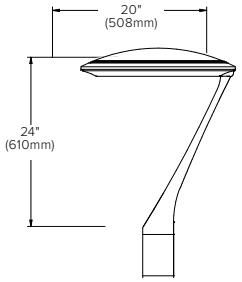
EPA: .534

PT24 / PT34



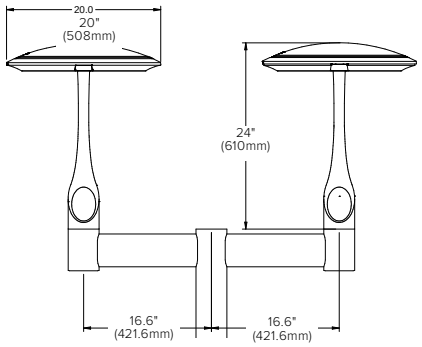
EPA: .424 / .608

FMSA33/PTSA23
FMSA34, PTSA24, PTSA34



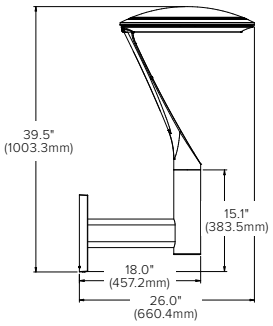
ARM	DIAMETER
FMSA33	3" diameter
FMSA44	4" diameter
PTSA23	3" diameter with Tenon mount
PTSA24	4" diameter with Tenon mount
PTSA34	4" diameter with tenon mount

TAFM3/TAFM4



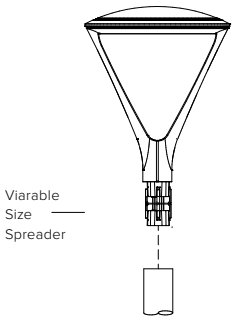
EPA: 1.7 WEIGHT TAFM3: 18.63 LBS TAFM: 23.42 LBS

WBFM3/WBFM4

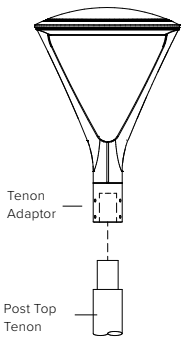


EPA: .97 WEIGHT WBFM3: 10.13 LBS WBFM4: 13.80 LBS

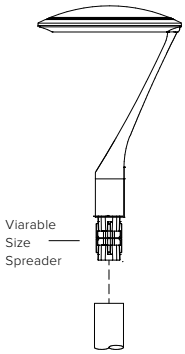
MOUNTING INSTALLATION



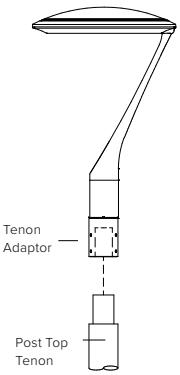
Flush Mount



Post Top
PT23/24/34

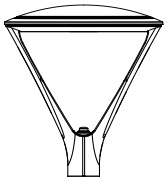


Flush Mount
FMSA33/34

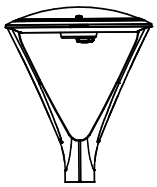


Post Top
PTSA23/24/34

SENSOR PLACEMENT



NXW



WSP-40F

MOUNTING VIBRATION RATINGS

UR 20 Arm		UR28 Arm		UR 20 Post Top		UR 28 Post Top		UR 20 Solo Arm	
Ordering Code	Rating	Ordering Code	Rating	Ordering Code	Rating	Ordering Code	Rating	Ordering Code	Rating
ASQ	4G	ASQ	4G	FM33	4G	FM44	1.5G	FMSA33	1.5G
A34	4G	A34	4G	FM44	1.5G	FM45	1.5G	FMSA44	1.5G
A46	4G	A46	4G	PT23	4G	PT24	1.5G	PTSA23	1.5G
MAF	4G	MAF	4G	PT24	4G	PT34	1.5G	PTSA24	1.5G
				PT34	1.5G	PT25	1.5G	PTSA34	1.5G

For the 4 G test, ANSI C136.31-2010 Vibration is tested to comply with Vibration Test Level 1 Normal Applications, Vibration Test Level 2 Bridge/Overpass Applications, and Vibration Test Level 3

For the 1.5G test, ANSI C136.31-2010 Vibration is tested to comply with Vibration Level 1 Bridge/Overpass Applications

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ARCHITECTURAL AREA/SITE

DELIVERED LUMENS

LEDs #	Lumens Package	Drive Current	Nominal Watts	Lens Options	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
						Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
							B	U	G			B	U	G			B	U	G	
24L	3,000	298mA	25	No lens	FR	2932	0	0	1	115	3119	0	0	1	123	3098	0	0	1	124
					FR-BC	1994	0	0	0	78	2121	0	0	0	83	2107	0	0	0	83
					2	2943	1	0	1	116	3099	1	0	1	122	3110	1	0	1	124
					2-BC	1724	0	0	1	68	1834	0	0	1	72	1822	0	0	1	72
					3	3007	1	0	1	118	3200	1	0	1	126	3178	1	0	1	127
					3-BC	1830	0	0	1	73	1947	0	0	1	78	1934	0	0	1	77
					4	3056	0	0	1	120	3251	0	0	1	128	3229	0	0	1	129
					4-BC	2235	0	0	1	88	2377	0	0	1	93	2362	0	0	1	93
					4W	3171	1	0	1	125	3374	1	0	1	133	3351	1	0	1	134
					4W-BC	1912	0	0	1	75	2034	0	0	1	80	2020	0	0	1	79
					5QM	2931	2	0	1	115	3119	2	0	1	123	3098	2	0	1	124
					5QN	2694	2	0	1	106	2866	2	0	1	113	2847	2	0	1	114
					5R	3054	2	0	2	120	3250	2	0	2	128	3228	2	0	2	129
					5W	3043	2	0	1	120	3237	2	0	1	127	3216	2	0	1	129
				Clear lens	FR	2773	0	0	1	109	2951	0	0	1	116	2930	0	0	1	117
					FR-BC	1886	0	0	1	74	2007	0	0	1	79	1993	0	0	1	78
					2	2784	1	0	1	109	2963	1	0	1	116	2942	1	0	1	118
					2-BC	1631	0	0	1	64	1736	0	0	1	68	1723	0	0	1	67
					3	2845	1	0	1	111	3028	1	0	1	119	3007	1	0	1	120
					3BC	1806	0	0	1	72	1922	0	0	1	77	1909	0	0	1	76
					4	2891	0	0	1	113	3076	0	0	1	120	3055	0	0	1	122
					4-BC	2114	0	0	1	83	2250	0	0	1	88	2234	0	0	1	88
					4W	2999	1	0	1	117	3192	1	0	1	125	3169	1	0	1	127
					4W-BC	1808	0	0	1	71	1924	0	0	1	75	1911	0	0	1	76
					5QM	2773	1	0	1	109	2950	2	0	1	116	2931	2	0	1	117
					5QN	2549	1	0	0	100	2712	2	0	1	106	2693	2	0	1	108
					5R	2890	2	0	2	113	3075	2	0	2	120	3054	2	0	2	122
					5W	2879	2	0	1	113	3064	2	0	1	120	3042	2	0	1	122
28L		298mA	30	HDL lens	3	2816	1	0	1	96	2997	1	0	1	102	3020	1	0	1	101
					5W	2917	1	0	1	100	3105	1	0	1	106	3084	1	0	1	103

Scaling factors 27K8 = 0.859, 35K8 = 0.906 of 5K7 lumen packages

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ARCHITECTURAL AREA/SITE

DELIVERED LUMENS (CONTINUED)

LEDs #	Lumens Package	Drive Current	Nominal Watts	Lens Options	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
						Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
							B	U	G			B	U	G			B	U	G	
24L	7,000	800mA	65	No lens	FR	6754	1	0	1	104	7187	1	0	1	111	7138	1	0	1	110
					FR-BC	4392	0	0	1	68	4673	0	0	1	72	4641	0	0	1	71
					2	6571	1	0	2	101	6992	1	0	2	108	6944	1	0	2	107
					2-BC	3799	0	0	1	58	4042	0	0	1	62	4014	0	0	1	62
					3	6625	1	0	2	102	7051	1	0	2	108	7002	1	0	2	108
					3BC	4032	0	0	1	62	4291	0	0	1	66	4261	0	0	1	66
					4	6788	1	0	2	104	7223	1	0	2	111	7174	1	0	2	110
					4-BC	4924	0	0	2	76	5239	0	0	2	81	5203	0	0	2	80
					4W	6900	1	0	2	106	7343	1	0	2	113	7291	1	0	2	112
					4W-BC	4212	0	0	2	65	4482	0	0	2	69	4451	0	0	2	68
					5QM	7025	3	0	1	108	7477	3	0	1	115	7425	3	0	1	114
					5QN	6964	3	0	1	107	7410	3	0	1	114	7323	3	0	1	113
					5R	7038	3	0	3	108	7489	3	0	3	115	7437	3	0	3	114
					5W	7011	3	0	2	108	7460	3	0	2	115	7409	3	0	2	114
				Clear lens	FR	6432	1	0	1	97	6844	1	0	1	104	6798	1	0	1	105
					FR-BC	4182	0	0	1	63	4450	0	0	1	67	4420	0	0	1	67
					2	6258	1	0	1	95	6659	1	0	2	101	6613	1	0	2	102
					2-BC	3617	0	0	1	55	3849	0	0	1	58	3823	0	0	1	58
					3	6310	1	0	2	96	6714	1	0	2	102	6668	1	0	2	103
					3-BC	3599	0	0	1	55	3829	0	0	1	59	3803	0	0	1	59
					4	6465	1	0	2	98	6879	1	0	2	104	6832	1	0	2	105
					4-BC	4688	0	0	2	71	4990	0	0	2	76	4955	0	0	2	75
					4W	6572	1	0	2	100	6993	1	0	2	106	6944	1	0	2	107
					4W-BC	4011	0	0	2	61	4268	0	0	2	65	4238	0	0	2	64
					5QM	6691	3	0	1	101	7119	3	0	1	108	7070	3	0	1	109
					5QN	6632	2	0	1	100	7058	3	0	1	107	7009	3	0	1	108
					5R	6702	3	0	3	102	7131	3	0	3	108	7082	3	0	3	109
					5W	6676	3	0	2	101	7104	3	0	2	108	7055	3	0	2	109
28L		700mA	70	HDL lens	3	6047	2	0	2	92	6047	2	0	2	92	6236	2	0	2	89
					5W	6221	2	0	1	94	6619	2	0	1	100	6525	2	0	1	93

Scaling factors 27K8 = 0.859, 35K8 = 0.906 of 5K7 lumen packages

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ARCHITECTURAL AREA/SITE

DELIVERED LUMENS (CONTINUED)

LEDs #	Lumens Package	Drive Current	Nominal Watts	Lens Options	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
						Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
							B	U	G			B	U	G			B	U	G	
56L	10,000	420mA	75	No lens	FR	9315	1	0	1	124	9913	1	0	1	132	9845	1	0	1	131
					FR-BC	6058	0	0	1	81	6445	0	0	1	86	6402	0	0	1	85
					2	9063	2	0	2	120	9644	2	0	2	128	9578	2	0	2	128
					2-BC	5239	0	0	1	70	5575	0	0	1	74	5536	0	0	1	74
					3	9139	2	0	2	125	9725	2	0	2	134	9657	2	0	2	129
					3-BC	5561	0	0	2	74	5877	0	0	2	78	5561	0	0	2	74
					4	9362	1	0	2	124	9362	1	0	2	124	9876	1	0	2	132
					4-BC	6791	0	0	2	90	7226	0	0	2	96	7168	0	0	2	96
					4W	9518	1	0	2	126	10129	1	0	2	135	10058	1	0	2	134
					4W-BC	5809	0	0	2	77	6181	0	0	2	82	6138	0	0	2	82
					5QM	9691	3	0	1	129	10312	3	0	1	137	10240	3	0	1	137
					5QN	9606	3	0	1	128	10222	3	0	1	136	10151	3	0	1	135
					5R	9706	3	0	3	129	10328	3	0	3	137	10258	3	0	3	137
					5W	9669	4	0	2	129	10289	4	0	2	137	10217	4	0	2	136
				Clear lens	FR	8871	1	0	1	117	9760	1	0	1	129	9374	1	0	1	125
					FR-BC	5769	0	0	1	76	6138	0	0	1	81	6096	0	0	1	81
					2	8631	2	0	2	114	9183	2	0	2	121	9121	2	0	2	122
					2-BC	4989	0	0	1	67	5309	0	0	1	71	5272	0	0	1	62
					3	8703	1	0	2	115	9260	2	0	2	122	9197	2	0	2	123
					3-BC	4964	1	0	1	66	5282	1	0	2	70	5245	1	0	2	69
					4	8916	1	0	2	118	9487	1	0	2	125	9423	1	0	2	126
					4-BC	6467	0	0	2	85	6881	0	0	2	91	6834	0	0	2	90
					4W	9065	1	0	2	120	9646	1	0	2	128	9579	1	0	2	128
					4W-BC	5532	0	0	2	74	5887	0	0	2	78	5845	0	0	2	78
					5QM	9228	3	0	1	122	9820	3	0	1	130	9752	3	0	1	130
					5QN	9147	3	0	1	121	9734	3	0	1	129	9668	3	0	1	129
					5R	9244	3	0	3	122	9836	3	0	3	130	9769	3	0	3	130
					5W	9208	4	0	2	122	9798	4	0	2	130	9732	4	0	2	130
68L		350mA	80	HDL lens	3	7853	2	0	2	99	8356	2	0	2	106	8299	2	0	2	104
					5W	8080	2	0	2	102	8684	3	0	2	110	8684	3	0	2	109

Scaling factors 27K8 = 0.859, 35K8 = 0.906 of 5K7 lumen packages

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ARCHITECTURAL AREA/SITE

DELIVERED LUMENS (CONTINUED)

LEDs #	Lumens Package	Drive Current	Nominal Watts	Lens Options	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
						Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
							B	U	G			B	U	G			B	U	G	
56L	15,000	600mA	110	No lens	FR	13533	1	0	1	125	14399	1	0	2	133	14301	1	0	2	130
					FR-BC	8799	1	0	1	81	9363	1	0	1	86	9300	1	0	1	85
					2	13165	2	0	2	121	14009	2	0	2	129	13913	2	0	2	126
					2-BC	7611	1	0	2	70	8098	1	0	2	75	8042	1	0	2	74
					3	13275	2	0	3	122	14126	2	0	3	130	14030	2	0	3	128
					3-BC	8079	1	0	2	73	8596	1	0	2	78	8538	1	0	2	78
					4	13601	1	0	3	125	14472	1	0	3	133	14373	1	0	3	131
					4-BC	9865	1	0	2	91	10497	1	0	3	97	10425	1	0	3	96
					4W	13827	2	0	3	127	14713	2	0	3	136	14611	2	0	3	133
					4W-BC	8437	0	0	2	78	8978	0	0	2	83	8916	0	0	2	82
					5QM	14077	4	0	2	130	14979	4	0	2	138	14876	4	0	2	135
					5QN	13953	4	0	1	129	14848	4	0	1	137	14747	4	0	1	134
					5R	14100	4	0	4	130	15004	4	0	4	138	14901	4	0	4	135
					5W	14046	4	0	2	129	14946	4	0	2	138	14844	4	0	3	135
				Clear lens	FR	12803	1	0	1	118	13624	1	0	1	126	13531	1	0	1	123
					FR-BC	9298	1	0	1	86	8325	1	0	1	77	8798	1	0	1	81
					2	12455	2	0	2	115	13254	2	0	2	123	13164	2	0	2	120
					2-BC	7200	1	0	1	67	7661	1	0	2	71	7610	1	0	2	70
					3	12560	2	0	3	116	13365	2	0	3	124	13273	2	0	3	121
					3-BC	7163	1	0	2	65	7622	1	0	2	69	7570	1	0	2	69
					4	12868	1	0	3	119	13692	1	0	3	127	13599	1	0	3	124
					4-BC	9333	1	0	2	86	9931	1	0	2	92	9864	1	0	2	90
					4W	13081	2	0	3	121	13920	2	0	3	129	13823	2	0	3	126
					4W-BC	7983	0	0	2	74	8495	0	0	2	79	8436	0	0	2	78
					5QM	13318	3	0	2	123	14172	4	0	2	131	14075	4	0	2	128
					5QN	13202	3	0	1	122	14048	4	0	1	130	13951	4	0	1	127
					5R	13341	4	0	4	123	14195	4	0	4	131	14099	4	0	4	128
					5W	13290	4	0	2	123	14141	4	0	2	131	14044	4	0	2	128
68L		500mA	115	HDL lens	3	11577	2	0	2	102	12320	2	0	2	109	12236	2	0	2	106
					5W	11912	3	0	2	105	12676	3	0	2	112	12588	3	0	2	109

Scaling factors 27K8 = 0.859, 35K8 = 0.906 of 5K7 lumen packages

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ARCHITECTURAL AREA/SITE

DELIVERED LUMENS (CONTINUED)

LEDs #	Lumens Package	Drive Current	Nominal Watts	Lens Options	Distribution	3000K 70CRI					4000K 70CRI					5000K 70CRI				
						Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w	Lumen	BUG Rating			lm/w
							B	U	G			B	U	G			B	U	G	
56L	17,000	750mA	140	No lens	FR	15323	2	0	2	111	16306	2	0	2	118	16194	2	0	2	116
					FR-BC	9964	1	0	1	72	10603	1	0	1	77	10530	1	0	1	76
					2	14897	2	0	2	108	15852	2	0	2	115	15743	2	0	2	112
					2-BC	8618	1	0	2	63	9169	1	0	2	67	9107	1	0	2	66
					3	15032	2	0	3	109	15996	2	0	3	116	15886	2	0	3	113
					3-BC	9147	1	0	2	65	9733	1	0	2	70	9667	1	0	2	69
					4	15400	1	0	3	112	16387	1	0	4	119	16275	1	0	4	116
					4-BC	11170	1	0	3	81	11886	1	0	3	86	11804	1	0	3	86
					4W	15656	2	0	3	114	16660	2	0	4	121	16544	2	0	4	118
					4W-BC	9554	0	0	2	69	10166	0	0	2	74	10095	0	0	2	73
					5QM	15939	4	0	2	116	16962	4	0	2	123	16845	4	0	2	120
					5QN	15801	4	0	1	115	16813	4	0	1	122	16698	4	0	1	119
					5R	15966	4	0	4	116	16990	4	0	4	123	16874	4	0	4	121
					5W	15906	4	0	3	115	16925	4	0	3	123	16808	4	0	3	120
				Clear lens	FR	14541	1	0	2	105	15473	2	0	2	111	15367	2	0	2	110
					FR-BC	9456	1	0	1	68	10061	1	0	1	72	9993	1	0	1	72
					2	14146	2	0	2	102	15053	2	0	2	108	14950	2	0	2	107
					2-BC	8178	1	0	2	59	8702	1	0	2	63	8642	1	0	2	62
					3	14265	2	0	3	103	15179	2	0	3	109	15076	2	0	3	108
					3BC	8136	1	0	2	58	8657	1	0	2	62	8598	1	0	2	61
					4	14614	1	0	3	105	15551	1	0	3	112	15445	1	0	3	110
					4-BC	10600	1	0	3	76	11279	1	0	3	81	11203	1	0	3	81
					4W	14858	2	0	3	107	15811	2	0	3	114	15700	2	0	3	112
					4W-BC	9067	0	0	2	65	9649	0	0	2	70	9581	0	0	2	69
					5QM	15126	4	0	2	109	16095	4	0	2	116	15985	4	0	2	114
					5QN	14994	4	0	1	108	15955	4	0	1	115	15846	4	0	1	113
					5R	15152	4	0	4	109	16122	4	0	4	116	16012	4	0	4	114
					5W	15094	4	0	3	109	16061	4	0	3	116	15951	4	0	3	114
68L		625mA	150	HDL lens	3	13240	2	0	2	89	13992	3	0	3	95	13897	3	0	3	93
					5W	13623	3	0	2	92	14396	3	0	2	97	14298	3	0	2	95

Scaling factors 27K8 = 0.859, 35K8 = 0.906 of 5K7 lumen packages

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PHOTOMETRY

UR20-56L-140-4K7-FR-PT

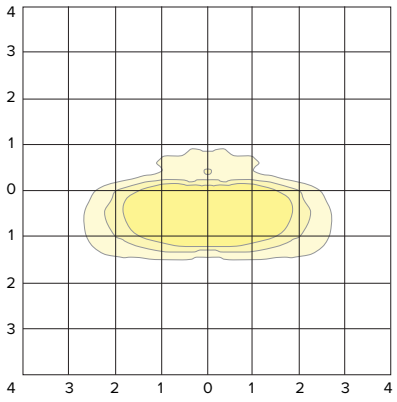
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**16306**
Watts	**140**
Efficacy	**116.5**
IES Type	**II**
BUG Rating	**B2-U0-G2**
Mounting Height	**30 ft**
Grid Scale	**30 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	14198	87.1%
Downward House Side	2108	12.9%
Downward Total	16306	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	16306	100%

ISOFOOT CANDLE PLOT



UR20-56L-140-4K7-2-PT

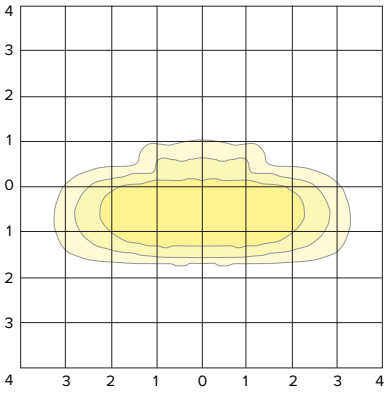
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**15852**
Watts	**140**
Efficacy	**113.2**
IES Type	**II**
BUG Rating	**B2-U0-G2**
Mounting Height	**30 ft**
Grid Scale	**30 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	12851	81.1%
Downward House Side	3001	18.9%
Downward Total	15852	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	15852	100%

ISOFOOT CANDLE PLOT



UR20-56L-140-4K7-3-PT

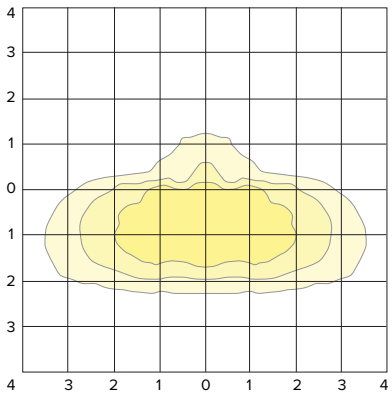
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**15996**
Watts	**140**
Efficacy	**114.3**
IES Type	**III**
BUG Rating	**B2-U0-G3**
Mounting Height	**30 ft**
Grid Scale	**30 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	13422	83.9%
Downward House Side	2574	16.1%
Downward Total	15996	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	15996	100%

ISOFOOT CANDLE PLOT



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ARCHITECTURAL AREA/SITE

PHOTOMETRY

UR20-56L-140-4K7-4-PT

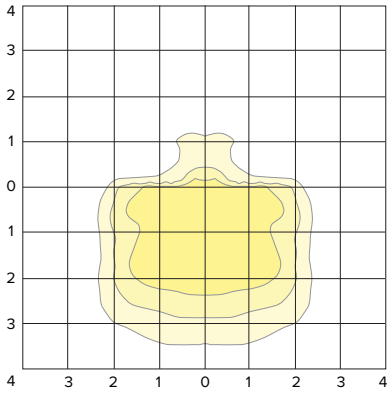
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**16387**
Watts	**140**
Efficacy	**117.1**
IES Type	**IV**
BUG Rating	**B1-U0-G4**
Mounting Height	**30 ft**
Grid Scale	**30 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	14697	89.7%
Downward House Side	1690	10.3%
Downward Total	16387	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	16387	100%

ISOFOOT CANDLE PLOT



UR20-56L-140-4K7-4W-PT

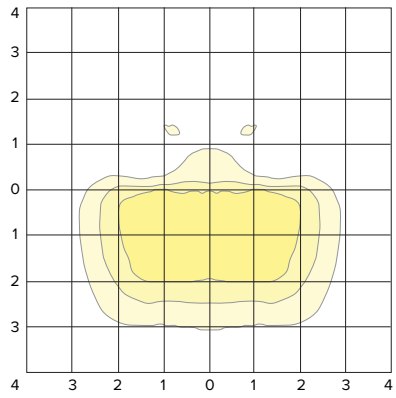
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**16660**
Watts	**138**
Efficacy	**120.7**
IES Type	**IV**
BUG Rating	**B2-U0-G4**
Mounting Height	**30 ft**
Grid Scale	**30 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	14955	89.8%
Downward House Side	1705	10.2%
Downward Total	16660	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	16660	100%

ISOFOOT CANDLE PLOT



UR20-56L-140-4K7-5QM-PT

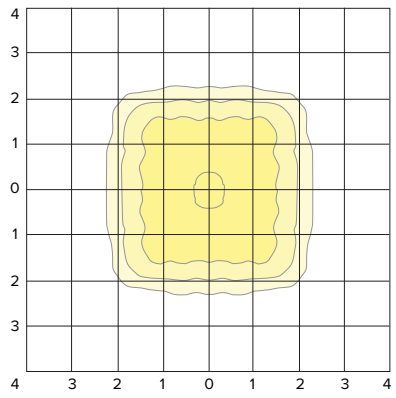
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**16962**
Watts	**140**
Efficacy	**121.2**
IES Type	**VS**
BUG Rating	**B4-U0-G2**
Mounting Height	**30 ft**
Grid Scale	**30 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	8481	50.0%
Downward House Side	8481	50.0%
Downward Total	16962	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	16962	100%

ISOFOOT CANDLE PLOT



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ARCHITECTURAL AREA/SITE

PHOTOMETRY

UR20-56L-140-4K7-5QN-PT

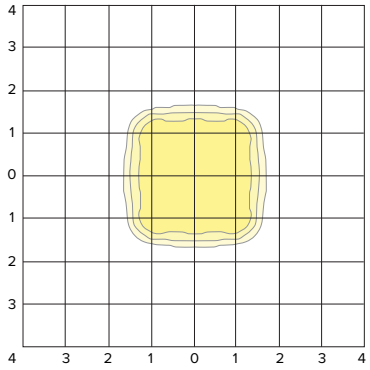
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**16813**
Watts	**140**
Efficacy	**120.1**
IES Type	**VS**
BUG Rating	**B4-U0-G1**
Mounting Height	**30 ft**
Grid Scale	**30 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	8407	50.0%
Downward House Side	8407	50.0%
Downward Total	16813	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	16813	100%

ISOFOOT CANDLE PLOT



UR20-56L-140-4K7-5R-PT

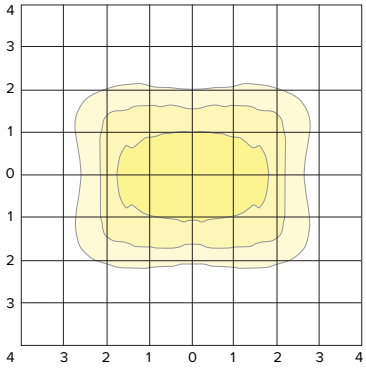
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**16990**
Watts	**140**
Efficacy	**121.4**
IES Type	**III**
BUG Rating	**B4-U0-G4**
Mounting Height	**30 ft**
Grid Scale	**30 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	8495	50.0%
Downward House Side	8495	50.0%
Downward Total	16990	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	16990	100%

ISOFOOT CANDLE PLOT



UR20-56L-140-4K7-5W-PT

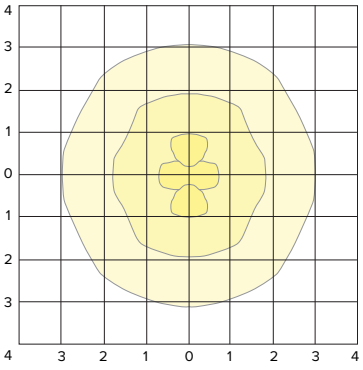
LUMINAIRE DATA

Description	**4000K, 70CRI**
Delivered Lumens	**16925**
Watts	**140**
Efficacy	**120.9**
IES Type	**VS**
BUG Rating	**B4-U0-G3**
Mounting Height	**30 ft**
Grid Scale	**30 ft**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	8463	50.0%
Downward House Side	8463	50.0%
Downward Total	16925	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	16925	100%

ISOFOOT CANDLE PLOT



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KIM LIGHTING

DATE: LOCATION:

TYPE: PROJECT:

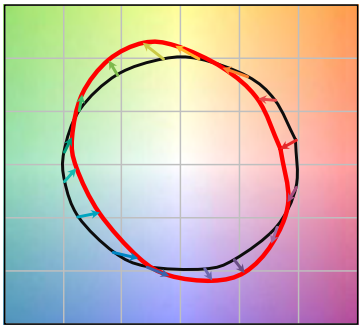
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ARCHITECTURAL AREA/SITE

TM-30 DATA

COLOR VECTOR GRAPHIC

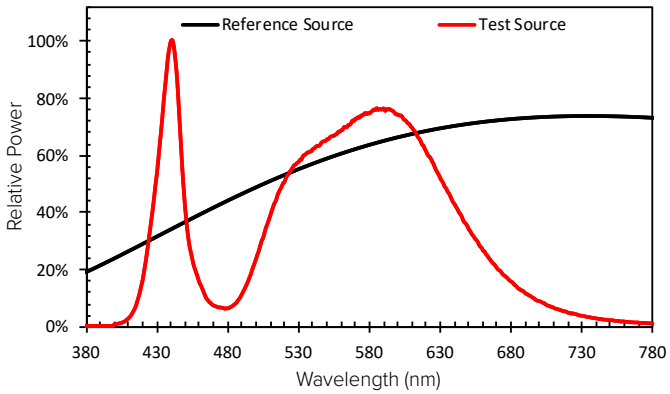


Reference Illuminant — Test Source

TEST SOURCE

R_f	68
R_g	99
CCT(K)	3947
D_{UV}	0.0004
x	0.3831
y	0.3793
CIE R_a	72

SPECTRAL POWER DISTRIBUTION COMPARISON



ELECTRICAL DATA

Drive Current	LED Count	System Watts	Line Voltage		Amps AC						Min. Power Factor	Max THD (%)	Dimming				
													Dimming Range	Source current out of 0-10V		Absolute voltage range on 0-10V (+)	
			VAC	Hz	120	208	240	277	347	480				Min	Max	Min	Max
298mA	24	25	120-480	50/60	0.21	0.12	0.10	0.09	0.07	0.05	>0.9	20	10% to 100%	0mA	1mA	0V	10V
298mA	28	30			0.25	0.14	0.13	0.11	0.09	0.06							
800mA	24	65			0.54	0.31	0.27	0.23	0.19	0.14							
700mA	28	70			0.58	0.34	0.29	0.25	0.20	0.15							
420mA	56	75			0.63	0.36	0.31	0.27	0.22	0.16							
350mA	68	80			0.67	0.38	0.33	0.29	0.23	0.17							
600mA	56	110			0.92	0.53	0.46	0.40	0.32	0.23							
500mA	68	115			0.96	0.55	0.48	0.42	0.33	0.24							
850mA	56	140			1.17	0.67	0.58	0.51	0.40	0.29							
675mA	68	150			1.25	0.72	0.63	0.54	0.43	0.31							

TM-21 Lifetime Calculation - Projected Lumen Maintenance (25°C / 77°C)						
Ambient Temp.	0	25,000	36,000	50,000	100,000	Reported L70
25°C / 77°F	100%	97%	95%	93%	87%	60khrs

Strike Lumen Multiplier			
CCT	70 CRI	80 CRI	90 CRI
2700K	0.9	0.81	0.62
3000K	0.933	0.853	0.659
3500K	0.959	0.894	0.711
4000K	1	0.9	0.732
5000K	1	0.9	0.732
Monochromatic Amber Multiplier			
Amber	0.255		

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Catalog # : _____ Project : _____ Type : _____

Prepared By : _____ Date : _____

Mirada Small Silicone (XWS SIL)

Outdoor Wall Sconce



OVERVIEW	
Lumen Package (lm)	1,000 - 8,000
Wattage Range (W)	10 - 61
Efficacy Range (LPW)	124 - 162
Weight lbs (kg)	10 (4.5)
Control Options	IMSBT, ALB, ALS, PCI

QUICK LINKS

Ordering Guide | Performance | Photometrics | Dimensions

FEATURES & SPECIFICATIONS

Construction

- Rugged die-cast aluminum housing.
- Fixtures are finished with LSI's DuraGrip® polyester powder coat finishing process. The DuraGrip finish withstands extreme weather changes without cracking or peeling. Other standard LSI finishes available. Consult factory.
- Extended housing available with 1/2" threaded hubs for surface conduit and rated wire.
- Standard luminaire shipping weight: TBD lbs in carton.
- Max luminaire shipping weight: 12 lbs in carton (20 lbs w/EH option)

Optical System

- State-of-the-Art one piece silicone optic provides industry leading optical control while also acting as an integrated gasket reducing system complexity and improving fixture reliability.
- Proprietary silicone refractor optics provide exceptional coverage and uniformity in distribution types 2, 3, 4, and FT.
- Silicone optical material does not yellow or crack with age and provides a typical light transmittance of 93%.
- Zero uplight.
- 5000K, 4000K, 3500K, 3000K, and 2700K color temperatures per ANSI C78.377. Also available in Phosphor Converted Amber with peak intensity at 610nm.
- 70 or 80CRI Minimum.

Electrical

- High-performance programmable driver features over-voltage, under-voltage, short circuit and over temperature protection. Custom lumen and wattage packages available.
- 0-10V dimming (10% - 100%) standard.
- Standard Universal Voltage (120-277 VAC) Input 50/60 Hz or optional High Voltage (347-480 VAC).
- L80 Calculated Life: >100k Hours
- Total harmonic distortion (THD): <20%
- Operating temperature: -40°C to 40°C (-40°F to +104°F)
- Power factor (PF): >.90
- Input power stays constant over life.
- Optional 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).
- High-efficacy LEDs mounted to metal-core circuit board to maximize heat dissipation
- Components are fully encased in potting material for moisture resistance. Driver complies with FCC standards. Driver and key electronic components can easily be accessed via hinged door.
- Optional integral emergency battery pack provides 90-minutes of constant power to the LED system, ensuring code compliance. A test switch/indicator button is installed on the housing for ease of maintenance. The fixture delivers 1500 lumens during emergency mode.

Controls

- Integral passive infrared Bluetooth™ motion sensor options. Fixtures operate independently and can be commissioned via an iOS or Android configuration app. Updates and modifications to the control strategy are easily implemented via an intuitive app.
- AirLink™ Blue wireless control system with technology partner Silvair incorporates Luminaire Level Lighting Controls (LLLC) and high-end trim

Installation

- Universal wall mounting plate easily mounts directly to 4" octagonal or square junction box.
- 2 fasteners secure the hinged door underneath the housing and provide quick & easy access to the electrical compartment for installing/servicing.
- Optional terminal block accepts up to 12 ga wire.

Warranty

- LSI luminaires carry a 5-year limited warranty. Refer to https://www.lsicorp.com/resources/terms-conditions-warranty/ for more information.

Listings

- Listed to UL 1598 and UL 8750.
- Meets Buy American Act requirements.
- DarkSky approved with 3000K or warmer color temperature selection and fixed mounting.
- Title 24 Compliant; see local ordinance for qualification information.
- Suitable for wet locations.
- IP65 rated luminaire per IEC 60598-1.
- 3G rated for ANSI C136.31 high vibration applications when pole mounted (using optional XPMA bracket) or wall mounted.
- IK10 rated luminiare per IEC 66262 mechanical impact code.
- DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

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Mirada Small Silicone (XWS SIL)

Type : _____

Have questions? Call us at (800) 436-7800

ORDERING GUIDE

Back to Quick Links

TYPICAL ORDER EXAMPLE: XWS LED 6L SIL FT UNV DIM 40 70CRI ALBMR1LR BLK CWBB

Prefix	Light Source	Lumen Package	Lens	Distribution	Voltage	Driver
XWS - Mirada Small Wall Sconce	**LED**	**1L** - 1,000 (10w) UNV Only **2L** - 2,000 (13w) **3L** - 3,000 (19w) **5L** - 5,000 (35w) **6L** - 6,000 (43w) **8L** - 8,000 (61w) **Custom Lumen Packages**[1]	**SIL** - Silicone	**2** - Type 2 **3** - Type 3 **4** - Type 4 **FT** - Forward Throw	**UNV** - Universal Voltage (120-277V) **HV** - High Voltage (347-480V)	**DIM** - 0-10v Dimming (0-10%)

Color Temperature	Color Rendering	Controls	Finish	Options
50 - 5,000 CCT **40** - 4,000 CCT **35** - 3,500 CCT (80 CRI only) DarkSky Approved CCT's **30** - 3,000 CCT **27**- 2,700 CCT (80 CRI only)	**70CRI** - 70 CRI **80CRI** - 80 CRI	**Blank** - None **Wireless Controls** **ALBMR1LR** - AirLink Blue Long Range Wireless Multi-Range Sensor Controller (8-15' MH)[2,3] **ALBMR2LR** - AirLink Blue Long Range Wireless Multi-Range Sensor Controller (16 - 40' mounting height)[2,3] **Standalone Controls** **EXT** - 0-10v Dimming leads extended to housing exterior **IMSBT1L** - Integral Bluetooth™ Motion Sensor 8-24' MH[2,3] **Button Type Photocells** **PCI120** - 120V **PCI208-277** - 208 -277V **PCI347** - 347V	**BLK** - Black **BRZ** - Dark Bronze **GMG** - Gun Metal Gray **GPT** - Graphite **MSV** - Metallic Silver **PLP** - Platinum Plus **SVG** - Satin Verde Green **WHT** - White	**Blank** - None **BB** - 10w Battery Back-up (0°C)[4] **CWBB** - 10w Cold Weather Battery Backup (-20°C)[4] **BB20** - 20W Battery Back-up (0°C)[4] **EH** - Extended Housing[5] **SP1** - 10kV Surge Protection Device

Need more information?
Click here for our glossary

Have additional questions?
Call us at (800) 436-7800

ACCESSORY ORDERING INFORMATION*

Part Number	Description
758274CLR	XWS Extended Housing/Surface Conduit Wiring Box
760159CLR	XWS Spacer Plate/Wiring Box

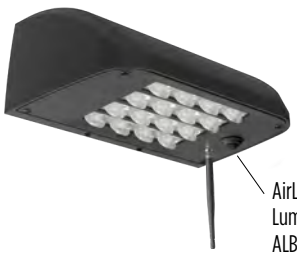
*Accessories are shipped separately and field installed.

Battery Backup

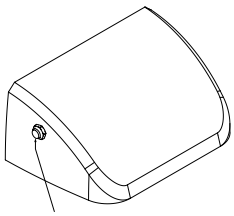
- Emergency battery system provides 90-minutes of constant power to the LED system, ensuring code compliance.
- A test switch/indicator button is installed on the housing for ease of maintenance.
- 10w battery delivers ~1,500 lumens during emergency mode.
- 20w battery delivers ~3,000 lumens during emergency mode.



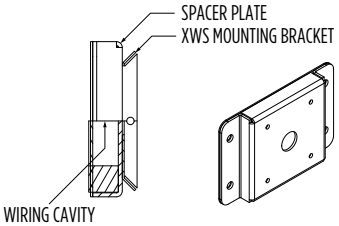
Luminaire shown with battery backup



AirLink Wireless Control Luminaire shown with ALBMR1LR



BUTTON PHOTOCELL
LUMINAIRE SHOWN WITH PCI



1 Custom lumen and wattage packages available, consult factory. Values are within industry standard tolerances but not DLC listed.
2 When high voltage (HV) is specified, IMSBT and ALBMRxLR control options are limited to 6L and 8L lumen packages.
3 Sensors are field configurable via a phone app that can be downloaded from your smartphone's native app store.
4 Universal Voltage Only (120-277V). 20W Battery Backup only available 1L - 6L.
5 For applications with surface conduit.

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PERFORMANCE

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Delivered Lumens[1]

Lumen Package	Distribution	CRI	3000K CCT (70 CRI)			4000K CCT (70 CRI)			5000K CCT (70 CRI)			Wattage
			Delivered Lumens	Efficacy	Bug Rating	Delivered Lumens	Efficacy	Bug Rating	Delivered Lumens	Efficacy	Bug Rating	
1L	2	70	1,429	143	B1-U0-G1	1,524	152	B1-U0-G1	1,526	153	B1-U0-G1	10
	3		1,491	149	B0-U0-G1	1,590	159	B0-U0-G1	1,592	159	B0-U0-G1	
	4		1,433	143	B0-U0-G1	1529	153	B0-U0-G1	1530	153	B0-U0-G1	
	FT		1,459	146	B0-U0-G1	1,556	156	B1-U0-G1	1,557	156	B1-U0-G1	
2L	2	70	1,851	142	B1-U0-G1	1,974	152	B1-U0-G1	1,976	152	B1-U0-G1	13
	3		1,930	148	B1-U0-G1	2,058	158	B1-U0-G1	2,060	158	B1-U0-G1	
	4		1884	145	B0-U0-G1	2010	152	B0-U0-G1	2012	155	B0-U0-G1	
	FT		1,889	145	B1-U0-G1	2,015	155	B1-U0-G1	2,017	155	B1-U0-G1	
3L	2	70	2,765	146	B1-U0-G1	2,950	155	B1-U0-G1	2,953	155	B1-U0-G1	19
	3		2,884	152	B1-U0-G1	3,077	162	B1-U0-G1	3,079	162	B1-U0-G1	
	4		2,772	146	B1-U0-G2	2957	156	B1-U0-G2	2959	156	B1-U0-G2	
	FT		2,822	149	B1-U0-G1	3,010	158	B1-U0-G1	3,012	159	B1-U0-G1	
5L	2	70	4,655	133	B2-U0-G1	4,965	142	B2-U0-G1	4,970	142	B2-U0-G1	35
	3		4,855	139	B1-U0-G1	5,179	148	B1-U0-G1	5,184	148	B1-U0-G1	
	4		4,666	133	B1-U0-G2	4978	142	B1-U0-G2	4983	142	B1-U0-G2	
	FT		4,750	136	B1-U0-G2	5,067	145	B1-U0-G2	5,072	145	B1-U0-G2	
6L	2	70	5,578	130	B2-U0-G1	5,950	138	B2-U0-G2	5,956	139	B2-U0-G2	43
	3		5,819	135	B1-U0-G2	6,207	144	B1-U0-G2	6,214	145	B1-U0-G2	
	4		5,298	123	B1-U0-G2	5966	139	B1-U0-G2	5972	139	B1-U0-G3	
	FT		5,693	132	B1-U0-G2	6,073	141	B1-U0-G2	6,079	141	B1-U0-G2	
8L	2	70	7,531	123	B2-U0-G2	8,034	132	B2-U0-G2	8,041	132	B2-U0-G2	61
	3		7,856	129	B2-U0-G2	8,380	137	B2-U0-G2	8,388	138	B2-U0-G2	
	4		7,552	124	B1-U0-G3	8055	132	B1-U0-G3	8063	132	B1-U0-G3	
	FT		7,687	126	B2-U0-G2	8,199	134	B2-U0-G2	8,207	135	B2-U0-G2	

LUMEN SCALING FACTOR

70CRI - 80CRI	3000K 70CRI - 3500K 80CRI	3000K 70CRI - 2700K 80CRI
0.93	1.00	0.86

Electrical Data - Current Draw AMPS[2]

Lumen Package	120V	208V	240V	277V	347V	480V
1L	0.08	0.05	0.04	0.04	0.03	0.02
2L	0.11	0.06	0.05	0.05	0.04	0.03
3L	0.16	0.09	0.08	0.07	0.05	0.04
5L	0.29	0.17	0.15	0.13	0.10	0.07
6L	0.36	0.21	0.18	0.16	0.12	0.09
8L	0.51	0.29	0.25	0.22	0.18	0.13

Recommended Lumen Maintenance - XWS[3]

Ambient Temperature C°	Initial[4]	25K hrs.[4]	50K hrs.[4]	75K hrs.[5]	100K hrs.[5]
25	100%	95%	90%	85%	80%
40	100%	91%	82%	73%	65%

1 1L not available in HV
2 1L not available with controls.
3 Lumen maintenance values at 25°C are calculated per TM-21 based on LM-80 data and in-situ luminaire testing.
4 In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times (6X)the IESNA LM-80-08 total test duration (in hours) for the device under testing ((DUT) i.e. the packaged LED chip).
5 In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times NA LM-80-08 total test duration (in hours) for the device under testing ((DUT) i.e. the packaged LED chip).

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PHOTOMETRICS

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Luminaire photometry has been conducted by a NVLAP accredited testing laboratory in accordance with IESNA LM-79-08. As specified by IESNA LM-79-08 the entire luminaire is tested as the source resulting in a luminaire efficiency of 100%.

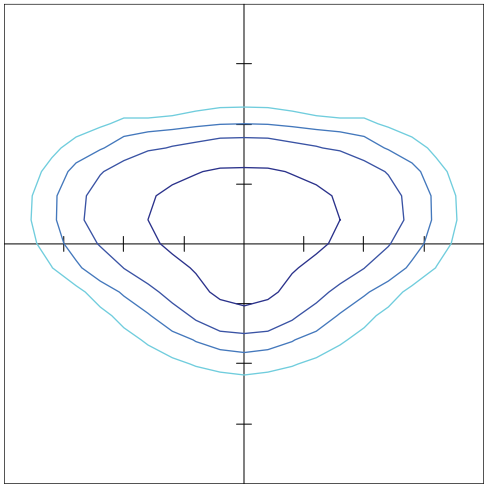
See the individual product page on https://www.lsicorp.com/ for detailed photometric data.

XWS-LED-6L-SIL-2-40-70CRI

Luminaire Data	
Type 2 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	5,951
Watts	42.5
Efficacy	138
IES Type	Type II - Short
BUG Rating	B1-U0-G1

Zonal Lumen Summary		
Zone	**Lumens**	**% Luminaire**
Low (0-30°)	834	20%
Medium (30-60°)	3,379	50%
High (60-80°)	1,647	28%
Very High (80-90°)	91	1%
Uplight (90-180°)	0	0%
Total Flux	5,951	100%

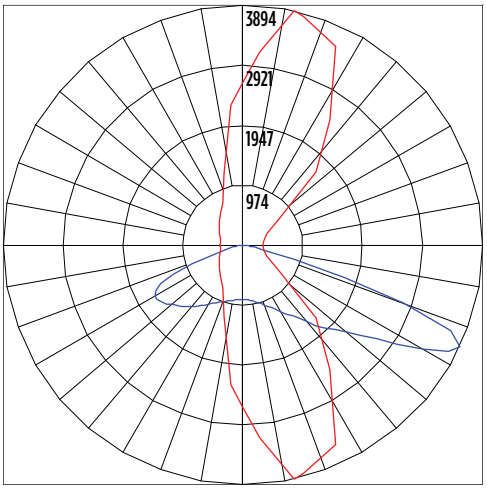
ISO Footcandle



10' Mounting Height / 10' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

Polar Curve



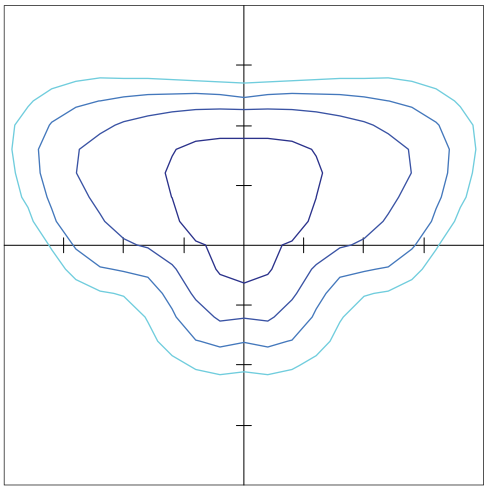
Vertical Plane Horizontal Cone

XWS-LED-6L-SIL-3-40-70CRI

Luminaire Data	
Type 3 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	6,208
Watts	42.5
Efficacy	146
IES Type	Type III - Medium
BUG Rating	B1-U0-G2

Zonal Lumen Summary		
Zone	**Lumens**	**% Luminaire**
Low (0-30°)	582	9%
Medium (30-60°)	2,997	48%
High (60-80°)	2,506	40%
Very High (80-90°)	124	2%
Uplight (90-180°)	0	0%
Total Flux	6,208	100%

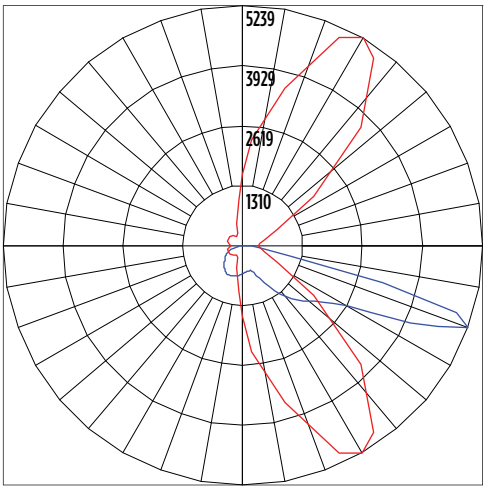
ISO Footcandle



10' Mounting Height / 10' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

Polar Curve



Vertical Plane Horizontal Cone

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PHOTOMETRICS

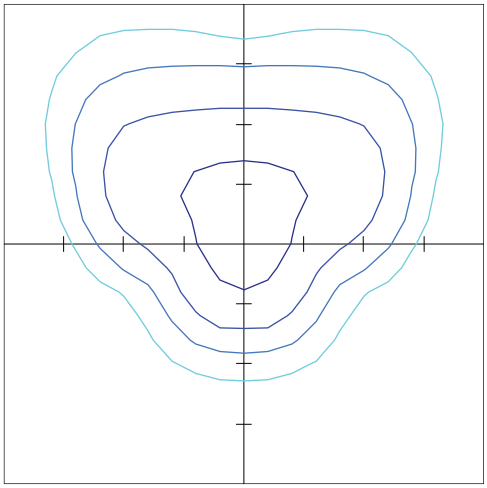
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XWS-LED-6L-SIL-FT-40-70CRI

Luminaire Data	
Type FT Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	6,073
Watts	42.5
Efficacy	143
IES Type	Type IV - Short
BUG Rating	B1-U0-G2

Zonal Lumen Summary		
Zone	**Lumens**	**% Luminaire**
Low (0-30°)	708.3	12%
Medium (30-60°)	2,715.5	45%
High (60-80°)	2,475.4	41%
Very High (80-90°)	173.6	3%
Uplight (90-180°)	0	0%
Total Flux	6,073	100%

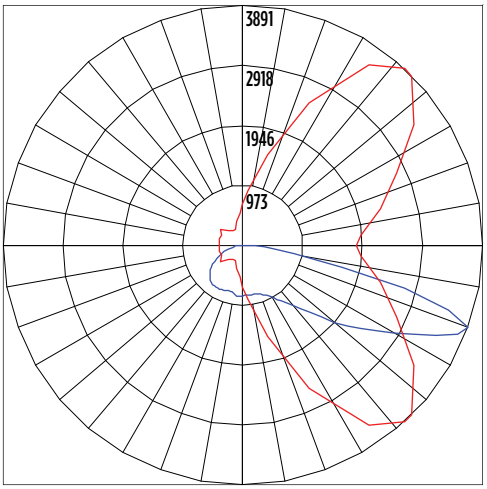
ISO Footcandle



10' Mounting Height / 10' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

Polar Curve



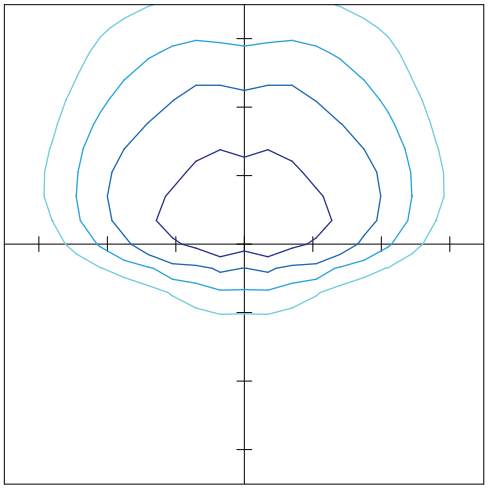
Vertical Plane Horizontal Cone

XWS-LED-6L-SIL-4-40-70CRI

Luminaire Data	
Type 4 Distribution	
Description	4000 Kelvin, 70 CRI
Delivered Lumens	5,966
Watts	42.5
Efficacy	139
IES Type	Type IV - Very Short
BUG Rating	B1-U0-G2

Zonal Lumen Summary		
Zone	**Lumens**	**% Luminaire**
Low (0-30°)	544.6	9%
Medium (30-60°)	2,524.2	42%
High (60-80°)	2,624.8	44%
Very High (80-90°)	272.8	5%
Uplight (90-180°)	0	0%
Total Flux	5,966	100%

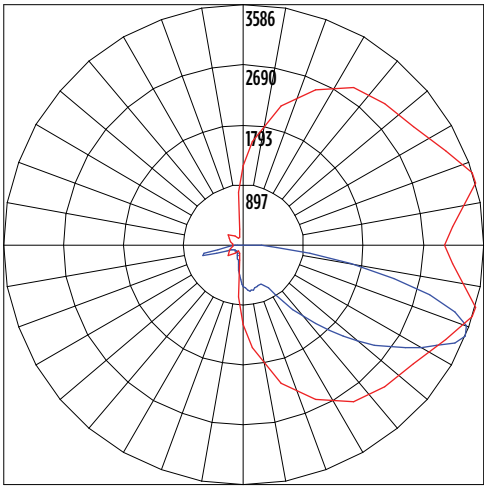
ISO Footcandle



10' Mounting Height / 10' Grid Spacing

5 FC 2 FC 1 FC 0.5 FC

Polar Curve



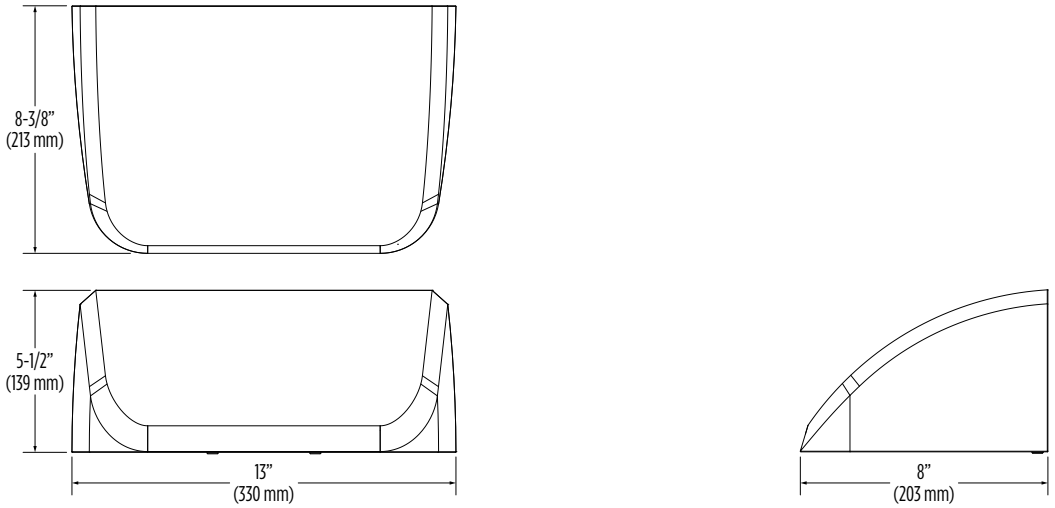
Vertical Plane Horizontal Cone

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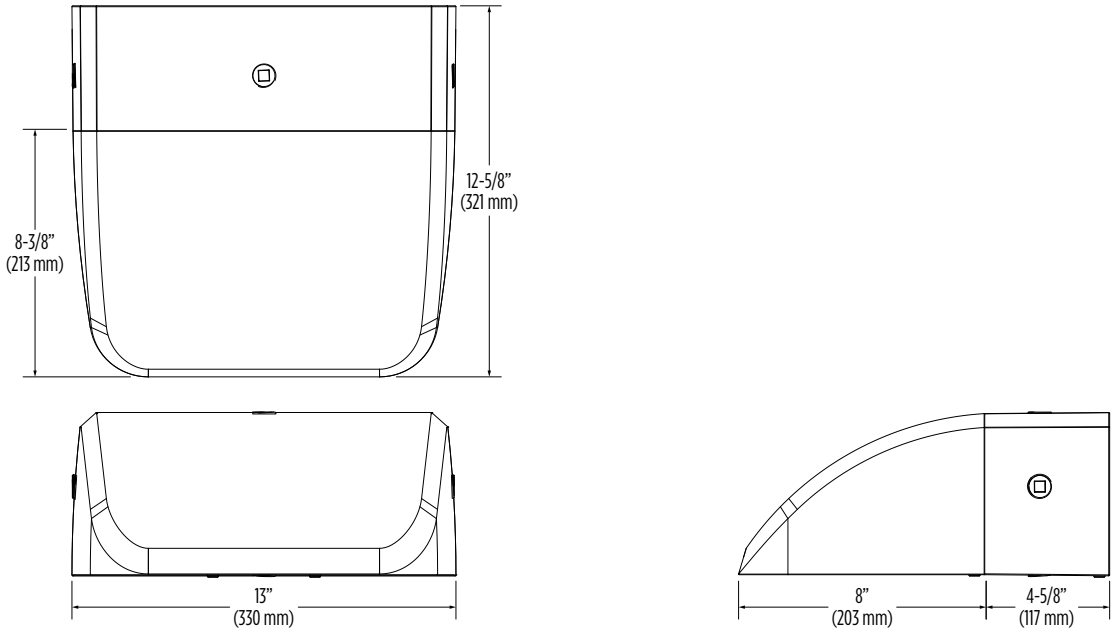
PRODUCT DIMENSIONS

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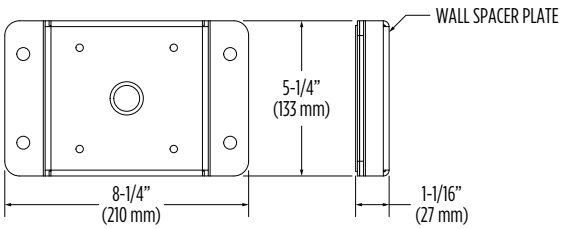
STANDARD HOUSING
(XWS)



SCWB EXTENDED HOUSING
(XWS 758274CLR)



XWS SPACER PLATE/WIRING BOX
(XWS 760159CLR)



NOTE: Wall spacer plate allows the luminaire to float off the wall and provides space for securing wires (8.25" X 5.25" X 1.07").

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CONTROLS

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Integral Bluetooth™ Motion and Photocell Sensor (IMSBTxL)

Slim low profile sensor provides multi-level control based on motion and/or daylight. Sensor controls 0-10 VDC LED drivers and is IP66 rated for cold and wet locations (-40°F to 167°F). Two unique PIR lenses are available and used based on fixture mounting height. All control parameters are adjustable via an iOS or Android App capable of storing and transmitting sensor profiles.

Click here to learn more details about IMSBT

LEVITON App Apple Android

AirLink Wireless Lighting Controller (ALSC, ALSCS)

The AirLink integrated controller is a California Title 24 compliant lighting controller that provides real-time light monitoring and control with utility-grade power monitoring. It includes a 24V sensor input and power supply to connect a sensor into the outdoor AirLink wireless lighting system. The wireless integrated controller is compatible with this fixture.

Click here to learn more details about AirLink

AirLink Blue (ALBMRxLR)

Wireless Bluetooth Mesh Lighting Control System that incorporates Luminaire Level Lighting Controls (LLLC) and high-end trim to provide energy savings code compliance and enhanced safety/security for parking lots and parking garages. Three key components; Bluetooth wireless radio/sensor controller, Time Keeper and an iOS App with technology partner Silvair. Capable of grouping multiple fixtures and sensors as well as scheduling time-based events by zone. Radio/Sensor Controller is factory integrated into Area/Site, Wall Mounted, Parking Garage and Canopy luminaires.

Click here to learn more details about AirLink Blue

AirLink Blue App Apple

Sensor Sequence of Operations

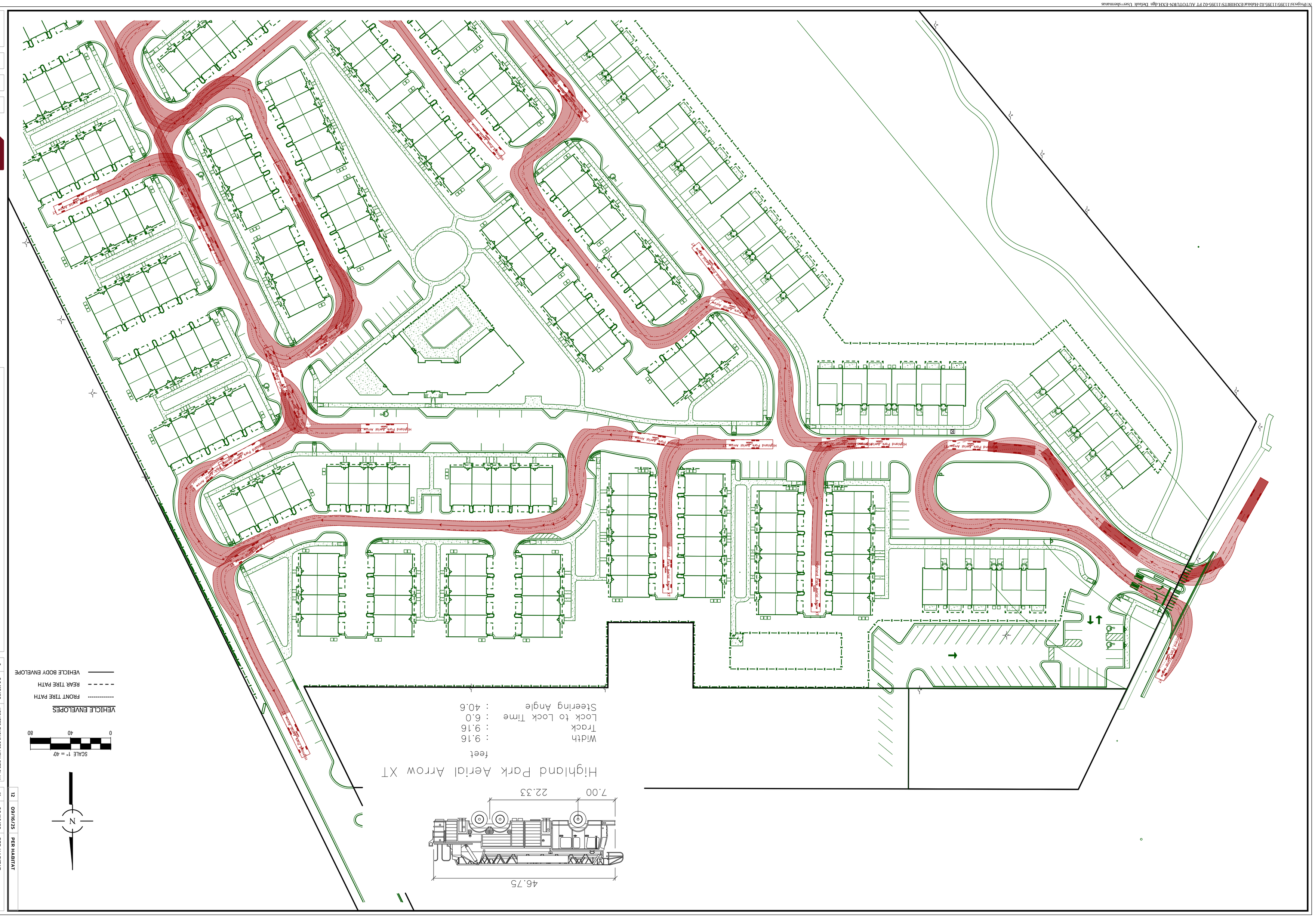
Standard Programming	On Event	Off Event	On Light Level	Dim Light Level	Daylight Harvesting	Delay To Off	Sensitivity
IMSBTxL	Motion	No Motion	100%	N/A	On; Auto Calibration	20 minutes	High

Operation	Description
On Event	Trigger that activates lights to turn on; either automatic via motion detected or manually activated via push of button.
Off Event	Trigger that activates lights to turn off; either automatic via no motion detected or manually activated via push of button.
On Light Level	The light level that the fixtures will turn on to when ON EVENT occurs.
Dim Light Level	The light level that the fixtures will dim down to when no motion is detected.
Delay to Dim	The amount of time after which no motion is detected that the fixtures will be triggered to dim down. This sequence is optional, and sensor can be programmed to only trigger the fixture to turn off by entering 100% in this field.
Delay to Off	The amount of time after which no motion is detected that the fixtures will be triggered to turn off. If delay to dim is part of the programmed functionality, this is the amount of time after which no motion is detected after the fixture have already dimmed down.
Sensitivity	The sensitivity can be set to high, medium, low, or auto where applicable. High will detect smaller, simple motions. Low will only detect larger more complex motions. Auto temperature calibration adjusts the PIR sensitivity as ambient temperature rises to increase detection of heat movement through the field of view.

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EXHIBIT K

Fire Turn Exhibit



HIGHLAND PARK TOWNHOMES

HIGHLAND PARK, ILLINOIS

FIRE TRUCK EXHIBIT – 1

NO.	DATE	REMARKS
1	03/24/25	PER CITY COMMENTS
3	03/26/25	PER HABITAT
4	05/05/25	PER HABITAT
5	05/16/25	PER CITY & HABITAT
6	06/17/25	UPDATED TURNS PER NEW SITE PLAN
7	06/20/25	PER CITY & HABITAT
8	07/23/25	PER CITY & HABITAT
9	08/13/25	PER HABITAT
11	09/08/25	PER HABITAT
12	09/16/25	PER HABITAT

Civil Engineering & Surveying

Spaceco

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spacecoinc.com

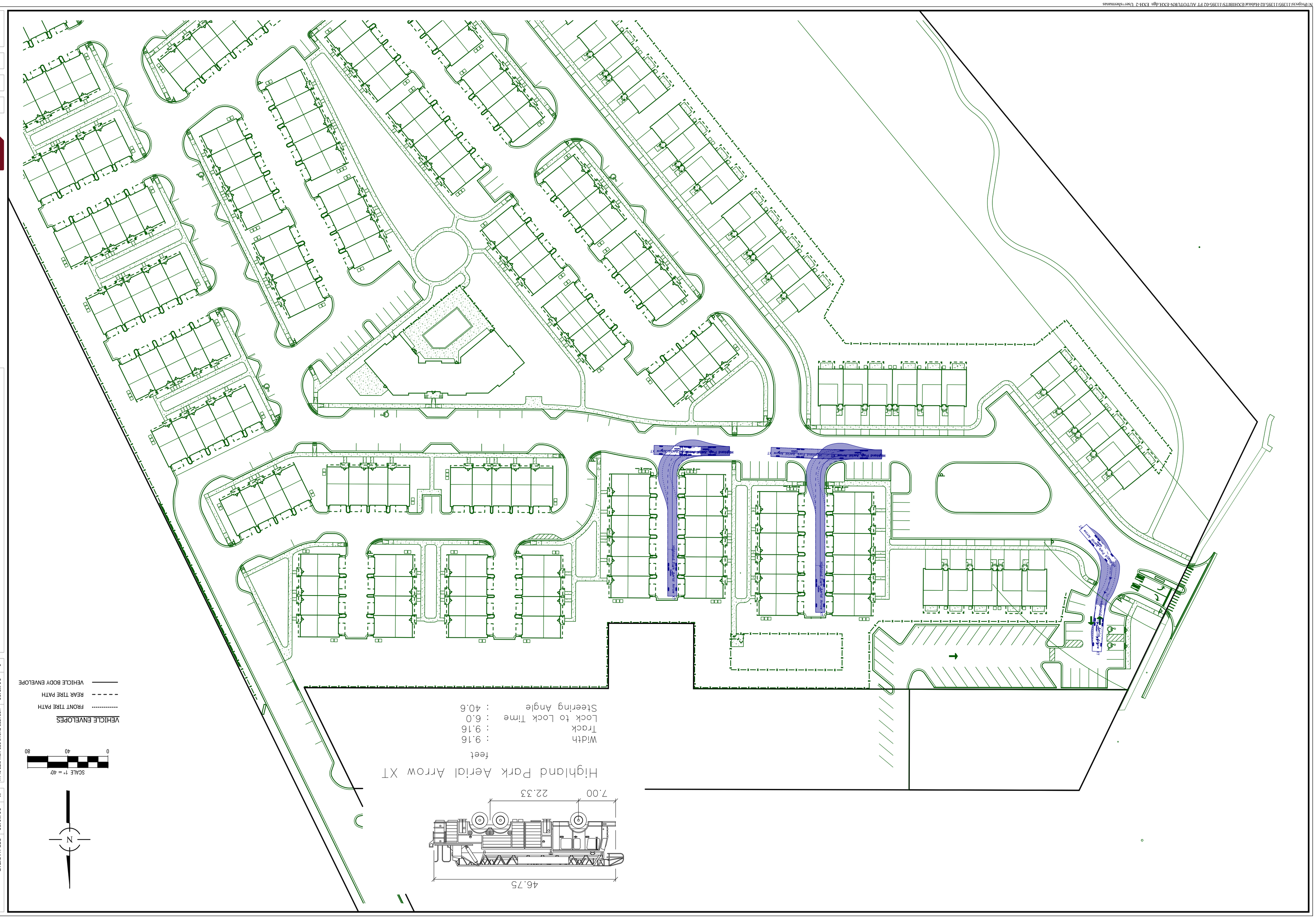
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DATE: 09/08/25

JOB NO. 11395.02

SHEET FT-EXH-1

1 OF 4



FIRE TRUCK EXHIBIT – 2

HIGHLAND PARK TOWNHOMES

HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS
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4	05/05/25	PER HABITAT
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11	09/16/25	PER HABITAT

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FILENAME: 11395_FT-ATURN-EXH

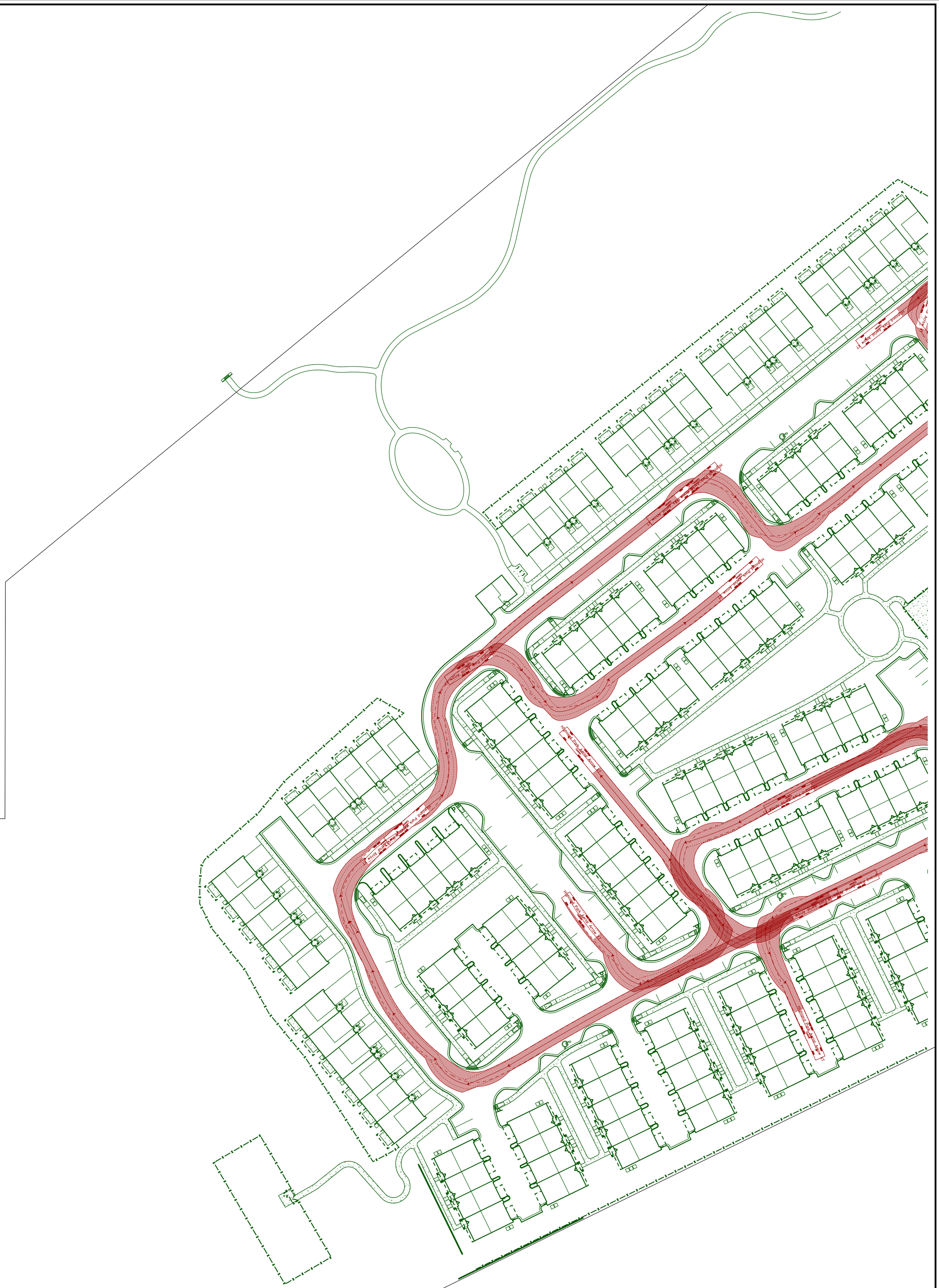
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JOB NO. 11395.02

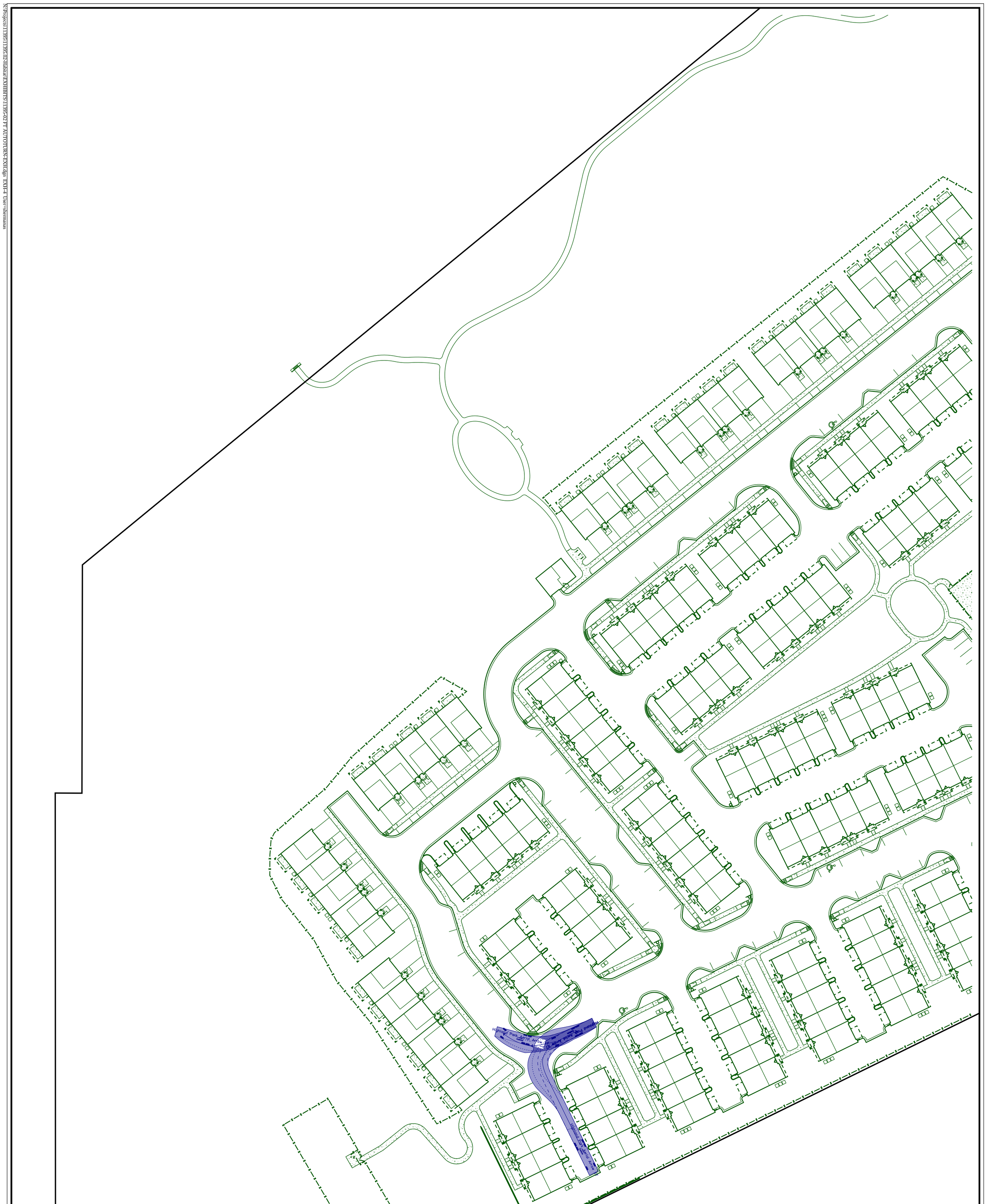
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2 OF 4

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Highland Park Aerial Arrow
Highland Park Aerial Arrow
Highland Park Aerial Arrow

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SHEET
FT-EXH-4
4 OF 4

JOB NO.
11395.02

DATE:
09/08/25

FILENAME:
11395_FT-ATURN-EXH

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FIRE TRUCK EXHIBIT – 4

HIGHLAND PARK TOWNHOMES
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS
6	06/17/25	UPDATED TURNS PER NEW SITE PLAN
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1	03/24/25	PER CITY COMMENTS

NO.	DATE	REMARKS
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7	06/20/25	PER CITY & HABITAT

EXHIBIT L

Police Department Property Improvement Plan

CITY OF HIGHLAND PARK
POLICE HEADQUARTERS
1677 OLD DEERFIELD ROAD | HIGHLAND PARK, ILLINOIS

PROJECT TEAM

DEVELOPER:
THE HABITAT COMPANY, LLC
350 W. HUBBARD STREET, SUITE 500
CHICAGO, IL 60654
TEL (312) 527-7465
CONTACT: ZACK ZALAR

ARCHITECT OF RECORD:
SENTE, RUBEL, BOSMAN, LEE, ARCHITECTS, LTD.
1955 RAYMOND DRIVE
NORTHBROOK, IL 60062
TEL (847) 272-9500

SURVEYOR / CIVIL ENGINEER:
SPACECO, INC.
9575 W. HIGGINS ROAD, SUITE 700
ROSEMONT, IL 60018
TEL (847) 696-4061, x1021 / x1011
CONTACT: BRETT DUFFY / ROB ANDERSON

LANDSCAPE ARCHITECT:
DICKSON DESIGN STUDIO, INC.
9 CRYSTAL LAKE ROAD, SUITE 110
LAKE IN THE HILLS, IL 60156
TEL (224) 241-8181
CONTACT: SHARON DICKSON / JEFF TORRENS

ARBORIST:
DICKSON DESIGN STUDIO, INC.
CONTACT: KARL KROGSTAD
(CERTIFIED ARBORIST: IL-5462A)

SHEET INDEX

L0.1	SHEET INDEX PROJECT TEAM
L0.2	TREE PRESERVATION NOTES DETAIL: TREE PROTECTION FENCE DETAILS: PLANTING NOTES: GENERAL LANDSCAPE
L0.3	SHEET KEY
L1.0	HARDSCAPE PLANS DETAILS: ROUND CONCRETE PLANTER
L2.0	LANDSCAPE PLAN PLANT & MATERIALS LIST
L3.0	HARDSCAPE DETAILS: - MONUMENT - EXISTING BOLLARD DETAIL - SECURITY BOLLARD DETAILS

dickson design
STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 19, 2025

REVISIONS

1.	1/15/26 PER COMMENTS
2.	1/30/26 PAVER PLAZA
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PROJECT NAME AND SHEET TITLE

POLICE HEADQUARTERS
1677 OLD DEERFIELD ROAD - HIGHLAND PARK, IL

RENOVATION LANDSCAPE PLAN - COVER

SHEET NUMBER

L0.1

NOTES: TREE PRESERVATION

1. TREE PRESERVATION:

   A. **ALL WORK MUST BE PERFORMED ACCORDING TO THE APPROVED TREE PRESERVATION PLAN. IT IS STRONGLY RECOMMENDED TO DOCUMENT GOOD STEWARDSHIP PRACTICES DURING CONSTRUCTION. IF REQUIRED, PRIOR TO COMMENCING ANY DEMOLITION / CONSTRUCTION ACTIVITY, NOTIFY MUNICIPAL FORESTRY DEPARTMENT (NOTIFY AT LEAST 48 HOURS IN ADVANCE OF WORK).**

   B. AN APPROVED TREE PRESERVATION PLAN MUST BE AVAILABLE AT THE BUILDING SITE.

   C. PRIOR TO ANY DEMOLITION / CONSTRUCTION ACTIVITY, INSTALL TREE PRESERVATION FENCE AND PERFORM ROOT PRUNING FOR ALL PROTECTED TREES.

   D. FENCE THE CRITICAL ROOT ZONE (CRZ) / CANOPY DRIP-LINE, OF THE ENTIRE EXISTING TREE TO BE PRESERVED, WITH TREE PROTECTION FENCE. FENCE TO PREVENT WOUNDS TO THE TREE & SOIL COMPACTION. POST THE FENCE WITH A SIGN STATING, "TREE PROTECTION ZONE - KEEP OUT".

   E. ALL REQUIRED TREE PROTECTION FENCING SHALL REMAIN IN PLACE UNTIL THE TIME OF FINISH GRADING AND LANDSCAPING.

   F. NO TRENCHING SHOULD BE DONE WITHIN THE TREE PROTECTION ZONES FOR ANY CONSTRUCTION ACTIVITY, UNLESS PRE-APPROVED BY PROJECT ARBORIST &/OR PROJECT LANDSCAPE ARCHITECT.

   G. NO GRADE CHANGES SHOULD BE DONE WITHIN THE TREE PROTECTION ZONES OF TREES FOR ANY CONSTRUCTION ACTIVITY.

   H. SHOULD IT BE NECESSARY TO TRENCH WITHIN THE CRZ FOR UTILITIES, INCLUDING DISCONNECTION OR CAPPING OF EXISTING UTILITIES, ALL TRENCHES SHALL BE HAND DUG. NO ROOTS LARGER THAN TWO INCHES (2") SHALL BE CUT, UNLESS NO OTHER ALTERNATIVE IS FEASIBLE. ALL SMALLER ROOTS THAT REQUIRE CUTTING, SHALL BE CUT WITH A SHARP PRUNING SAW. CUTS SHALL BE MADE FLUSH WITH THE SIDE OF THE TRENCH. IF AT ANY TIME, TWENTY-FIVE PERCENT (25%) OF THE AREA WITHIN THE CRZ IS BEING SEPARATED FROM THE TREE BY A TRENCH, THEN THE LINE SHALL BE EITHER RELOCATED OR INSTALLED USING TRENCH-LESS METHODS.

   I. LOCATE THE PROPOSED WATER AND SEWER LINES OUTSIDE OF THE TREE PROTECTION ZONE OR INSTALL THE SEWER AND WATER UTILITIES USING TRENCH-LESS METHODS. AUGER THROUGH THE ENTIRE TREE PROTECTION ZONE, LOCATE PITS OUTSIDE OF THE TREE PROTECTION ZONE.

   J. THE PROPOSED WATER SERVICE LINE VALVES (B-BOXES), ARE TO BE TEN FEET (10') FROM PRESERVED TREES. IF FUTURE UTILITY EXCAVATIONS NEED TO OCCUR, THIS REDUCES THE CHANCES OF EXTENSIVE STEM OR ROOT DAMAGE, WHICH COULD LEAD TO TREE DECLINE.

   K. AT NO TIME SHALL ANY EQUIPMENT, MATERIALS, SUPPLIES OR FILL SOIL BE ALLOWED IN THE TREE PROTECTION ZONE(S). DO NOT STORE EXCAVATED SOIL OR THE DUMPSTER WITHIN THE DRIP-LINE (CRZ) OF THE PRESERVED TREE(S).

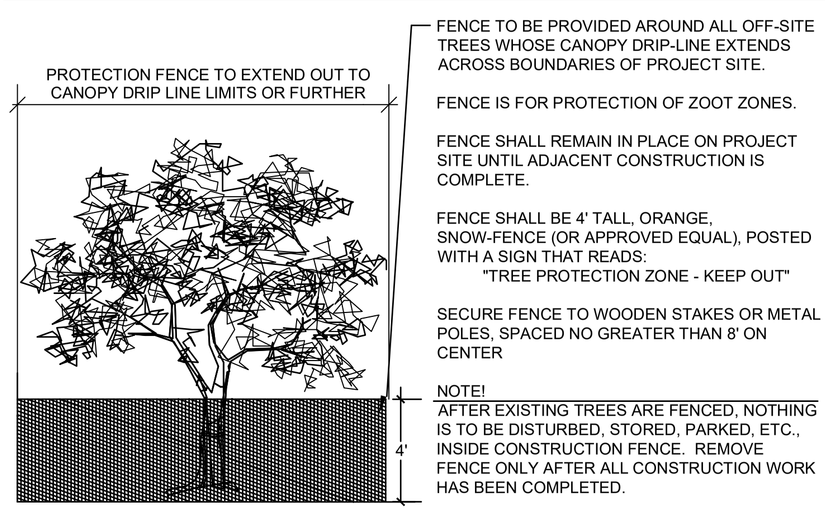
   L. **REMOVAL OF ANY HARDSCAPE WITHIN THE TREE PROTECTION ZONES WILL BE DONE BY HAND.** NO ROOTS LARGER THAN TWO INCHES (2") SHALL BE CUT, UNLESS THERE IS NO ALTERNATIVE FEASIBLE. CUTS WILL BE MADE WITH A SHARP PRUNING SAW TO AVOID TEARING AND WILL BE FLUSH WITH THE TREE SIDE OF THE TRENCH.

   M. THE TREE PROTECTION ZONE MAY BE MULCHED TO IMPROVE THE GROWING CONDITIONS FOR TREE ROOTS AND TO MINIMIZE MAINTENANCE OF THE LAWN.

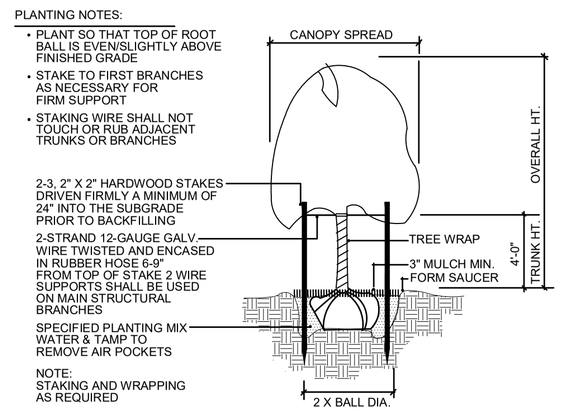
   N. ALL OFF-SITE TREES SHALL BE PRESERVED.

   O. EXISTING TREES SHOWN TO REMAIN SHALL BE PRESERVED TO THE BEST EXTENT POSSIBLE, PENDING FINAL SITE PLAN, FINAL CIVIL ENGINEERING, AND/OR ANY UNFORESEEN ISSUES.

DETAIL: TREE PROTECTION FENCE

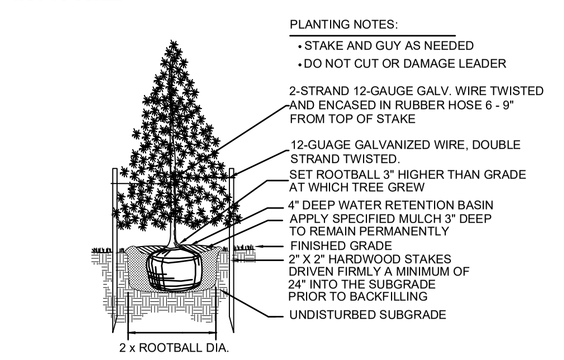


DETAILS: PLANTING



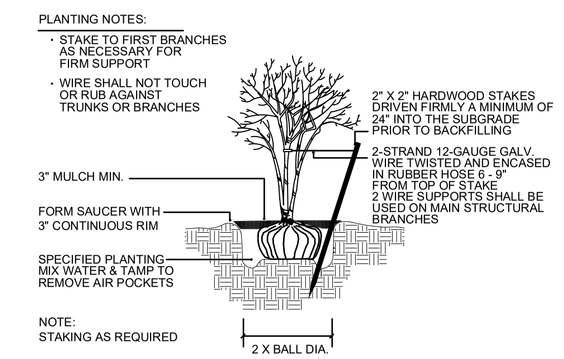
TREE PLANTING & STAKING

NOT TO SCALE



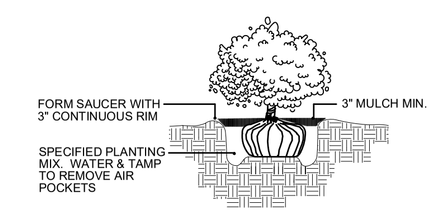
EVERGREEN TREE PLANTING

NOT TO SCALE



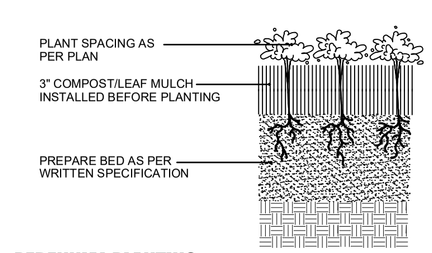
MULTI-TRUNK TREE STAKING

NOT TO SCALE



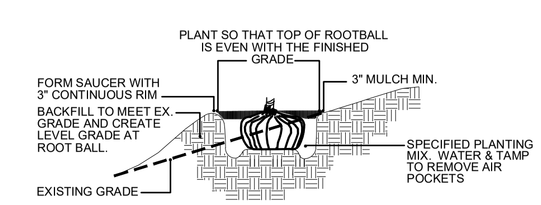
SHRUB PLANTING

NOT TO SCALE



PERENNIAL PLANTING

NOT TO SCALE



HILLSIDE PLANTING

NOT TO SCALE

NOTES: GENERAL LANDSCAPE

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED. ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE STANDARDS AND CODES.
2. CALL J.U.L.I.E. UTILITY LOCATING SERVICE (TEL 800.892.0123), 48 HOURS PRIOR TO THE START OF ANY DIGGING.
3. GENERAL PLANT NOTES:
   A. ALL PLANT MATERIAL SHALL CONFORM IN SIZE AND GRADE IN ACCORDANCE WITH AMERICAN STANDARD FOR NURSERY STOCK.
   B. ALL PLANT MATERIAL SHALL BE MAINTAINED ALIVE, HEALTHY, AND FREE FROM DISEASE AND PESTS.
   C. ALL NEW PLANT MATERIAL SHALL BE FROM A LOCAL SOURCE WHENEVER POSSIBLE (LESS THAN 50 MILES).
   D. PLANTS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORM / HABIT. PLANTS SHALL NOT BE PRUNED/HEDGED UNLESS ABSOLUTELY NECESSARY (DUE TO VISIBILITY OR HAZARD OBSTRUCTION).
   E. ALL LANDSCAPED AREAS SHALL BE FREE OF WEEDS, LITTER, AND SIMILAR SIGNS OF DEFERRED MAINTENANCE.
4. LOCATIONS OF PROPOSED PLANT MATERIAL MAY BE ADJUSTED AT TIME OF INSTALLATION DUE TO FINAL ENGINEERING AND FINAL LOCATION OF SITE UTILITIES.
5. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND SPREADING TOPSOIL (6"-12" DEEP), FINE GRADING, AND PREPARATION OF ALL LAWN AND LANDSCAPE AREAS. ALL SOILS SHALL BE FREE OF CONSTRUCTION DEBRIS, PRIOR TO INSTALLING ANY PLANT MATERIAL.
6. PRIOR TO SPREADING TOPSOIL, THE LANDSCAPE CONTRACTOR SHALL INSPECT AND ACCEPT ALL BASE GRADES. ANY DEVIATION FROM GRADES INDICATED ON THE GRADING PLAN SHALL BE CORRECTED BEFORE PLACING ANY TOPSOIL.
7. ALL SHRUB, GROUNDCOVER, PERENNIAL, AND ANNUAL PLANTING BEDS SHALL BE PREPARED WITH A SOIL AMENDMENT MIX - 1/3 TOPSOIL, 1/3 MUSHROOM COMPOST, AND 1/3 TORPEDO SAND. MATERIAL SHALL BE ROTO-TILLED JUST PRIOR TO THE INSTALLATION OF PLANT MATERIAL.
8. ALL PLANTING ISLANDS SHALL BE MOUNDED TO PROVIDE POSITIVE DRAINAGE.
9. ALL PLANTING BEDS ADJACENT TO LAWN AREAS SHALL HAVE A SPADED EDGE BORDER, UNLESS METAL OR OTHER BORDER IS SPECIFIED.
10. ALL PLANTING BED AREAS SHALL MAINTAIN A MAX. 3" DEEP LAYER OF SHREDDED HARDWOOD MULCH (COLOR: NON-DYED, BROWN).
11. LANDSCAPE CONTRACTOR SHALL COORDINATE PLANTING SCHEDULE WITH LANDSCAPE MAINTENANCE CONTRACTOR, TO ENSURE PROPER WATERING OF PLANTED AND SODDED AREAS AFTER INITIAL INSTALLATION.
12. LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH OTHER CONTRACTORS ON SITE TO MINIMIZE ANY REDO OF COMPLETED LANDSCAPE WORK AND DAMAGE TO PLANT MATERIAL.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN LAYOUT WORK. UPON REQUEST, LANDSCAPE ARCHITECT SHALL BE AVAILABLE TO ASSIST/APPROVE CONTRACTOR LAYOUT.
14. EVERY ATTEMPT HAS BEEN MADE TO DEPICT ALL EXISTING UTILITY LINES. CONTRACTOR SHALL USE PRECAUTION WHEN DIGGING. CONTRACTOR SHALL MAKE THEMSELVES THOROUGHLY FAMILIAR WITH ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO ANY DIGGING, VERIFYING LOCATIONS AND DEPTHS OF ALL UTILITIES.
15. IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE PRIOR TO BID SUBMITTAL, TO BECOME FAMILIAR WITH EXISTING CONDITIONS AT THE SITE.
16. PLANT LIST QUANTITIES PROVIDED AT TIME OF FINAL PLANS ARE APPROXIMATIONS. CONTRACTORS ARE RESPONSIBLE FOR COMPLETING THEIR OWN QUANTITY TAKE-OFFS. IF A DISCREPANCY IS FOUND BETWEEN THE PLAN AND THE PLANT LIST, THEN THE PLAN SHALL PREVAIL.
17. PLANT SUBSTITUTIONS ARE ALLOWED DUE TO PLANT AVAILABILITY OR PLANTING TIME OF YEAR, ONLY WITH THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT. IF SUBSTITUTIONS ARE MADE WITHOUT PRIOR CONSENT, THE LANDSCAPE ARCHITECT MAINTAINS THE RIGHT TO REJECT MATERIAL IN THE FIELD, AT THE COST TO THE CONTRACTOR.
18. CONTRACTOR TO PROVIDE TEST OF EXISTING AND IMPORTED SOILS PER SPECIFICATIONS. PLANTING SOIL SHALL BE AMENDED PER SPECIFICATIONS.
19. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AREAS OF POOR DRAINAGE OR OTHER UNUSUAL SUBSURFACE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION FOR PLANTING PITS.
20. ALL TURF SHALL SHALL BE KENTUCKY BLUEGRASS BLEND SOD (MINERAL, NOT PEAT), PER CITY, SEED IS NOT ALLOWED.
21. CONTRACTOR SHALL RESTORE LAWN AREAS THAT HAVE REMAINED PARTIALLY INTACT, TOP DRESSING WITH SOIL, SCARIFYING, AND SEEDING TO FORM A SMOOTH, FULL, EVEN LAWN, FREE OF BARE SPOTS, INDENTATIONS, AND WEEDS.
22. LANDSCAPE DETAILS SHOWN ARE FOR DESIGN INTENT ONLY. LANDSCAPE ARCHITECT ASSUMES NO LIABILITY. CONTRACTOR IS RESPONSIBLE FOR ERECTING AND INSTALLING PROPERLY BUILT AMENITIES PER CODE, PER SITE CONDITIONS (FINAL GRADING & UTILITY LOCATIONS), AND PER AREA CLIMATE CONDITIONS. ALL LANDSCAPE SITE DETAILS FOR STRUCTURES AND FOOTINGS SHALL BE REVIEWED & APPROVED BY A STRUCTURAL ENGINEER.
23. CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A ONE-YEAR WARRANTY ON ALL PLANT MATERIAL.
24. (IF APPLICABLE) CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A THREE-YEAR MONITORING AND MAINTENANCE PROGRAM ON ALL NATURALIZED DETENTION AREAS.

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9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

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REVISIONS

1.	1/15/26 PER COMMENTS
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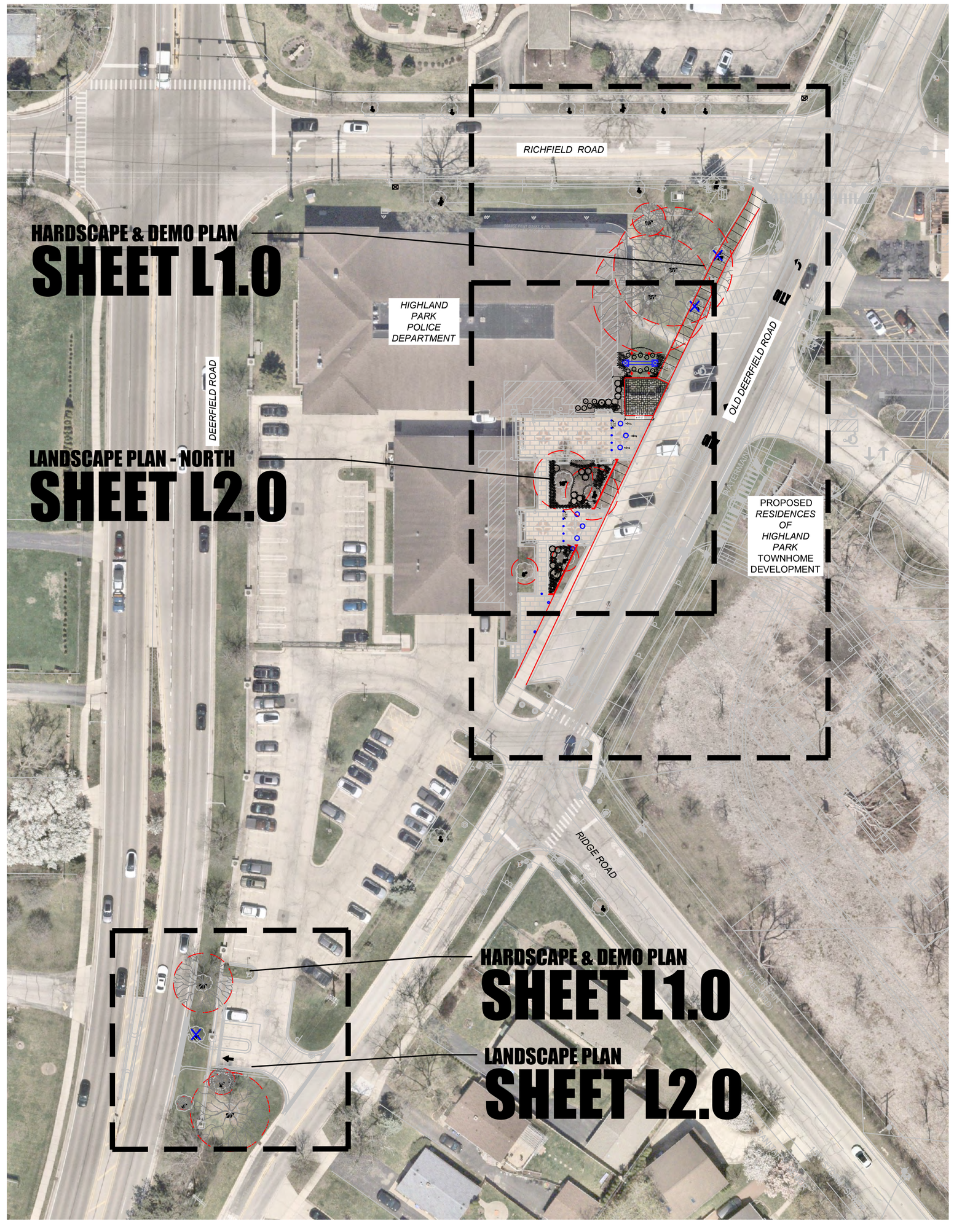
POLICE HEADQUARTERS

1677 OLD DEERFIELD ROAD - HIGHLAND PARK, IL

RENOVATION LANDSCAPE PLAN - NOTES & PLANTING DETAILS

SHEET NUMBER

L0.2



NORTH

SHEET KEY

SCALE: 1" = 40'-0"

0 5' 10' 20'

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1677 OLD DEERFIELD ROAD - HIGHLAND PARK, IL

RENOVATION LANDSCAPE PLAN - SHEET KEY

SHEET NUMBER

L0.3

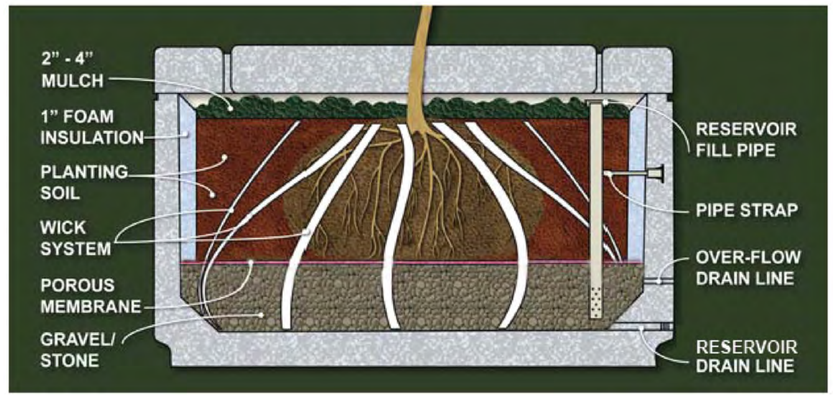
DETAIL: 36" ROUND PLANTER



SHAPE: ROUND



COLOR: A25 BROWN



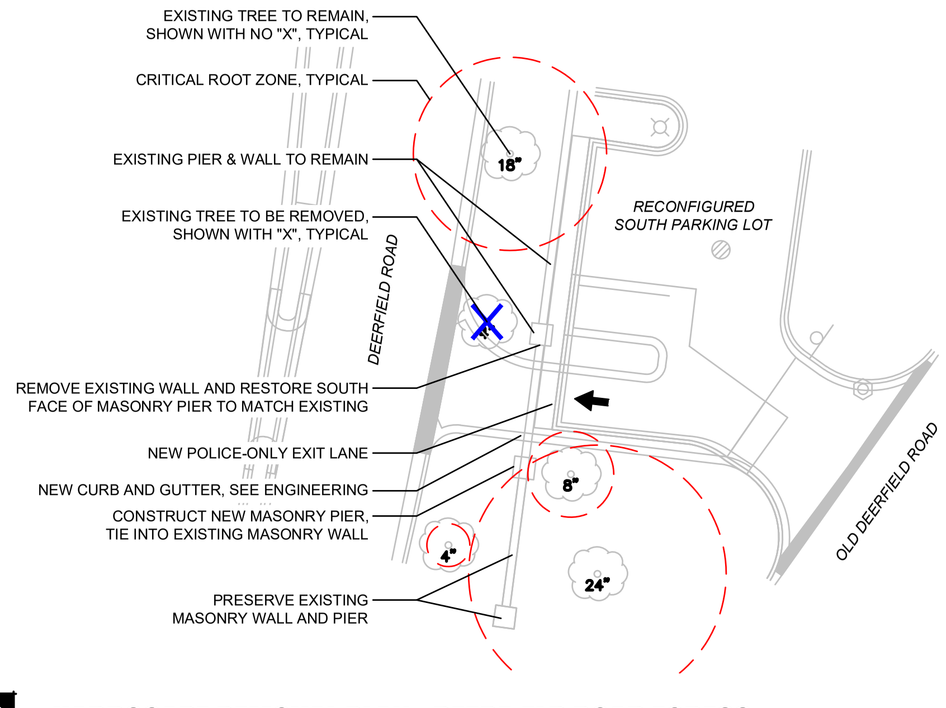
RESERVOIR SYSTEM

1 SPECIFICATION - 36" ROUND PLANTER

SHALL BE:

- QUANTITY: 3
- NAME: WAUSAU TILE - ROUND CONCRETE PLANTER
- MODEL: TF4090 - A25
- MATERIAL: ACID WASHED, REINFORCED CONCRETE
- MEASURES: 36"W X 24"H
- COLOR: ACID WASHED BROWN (A25)
- RESERVOIR SYSTEM

- INSTALL: PER MANUFACTURER'S SPECIFICATIONS, SOUTH PLAZA, PLACEMENT PER PLAN

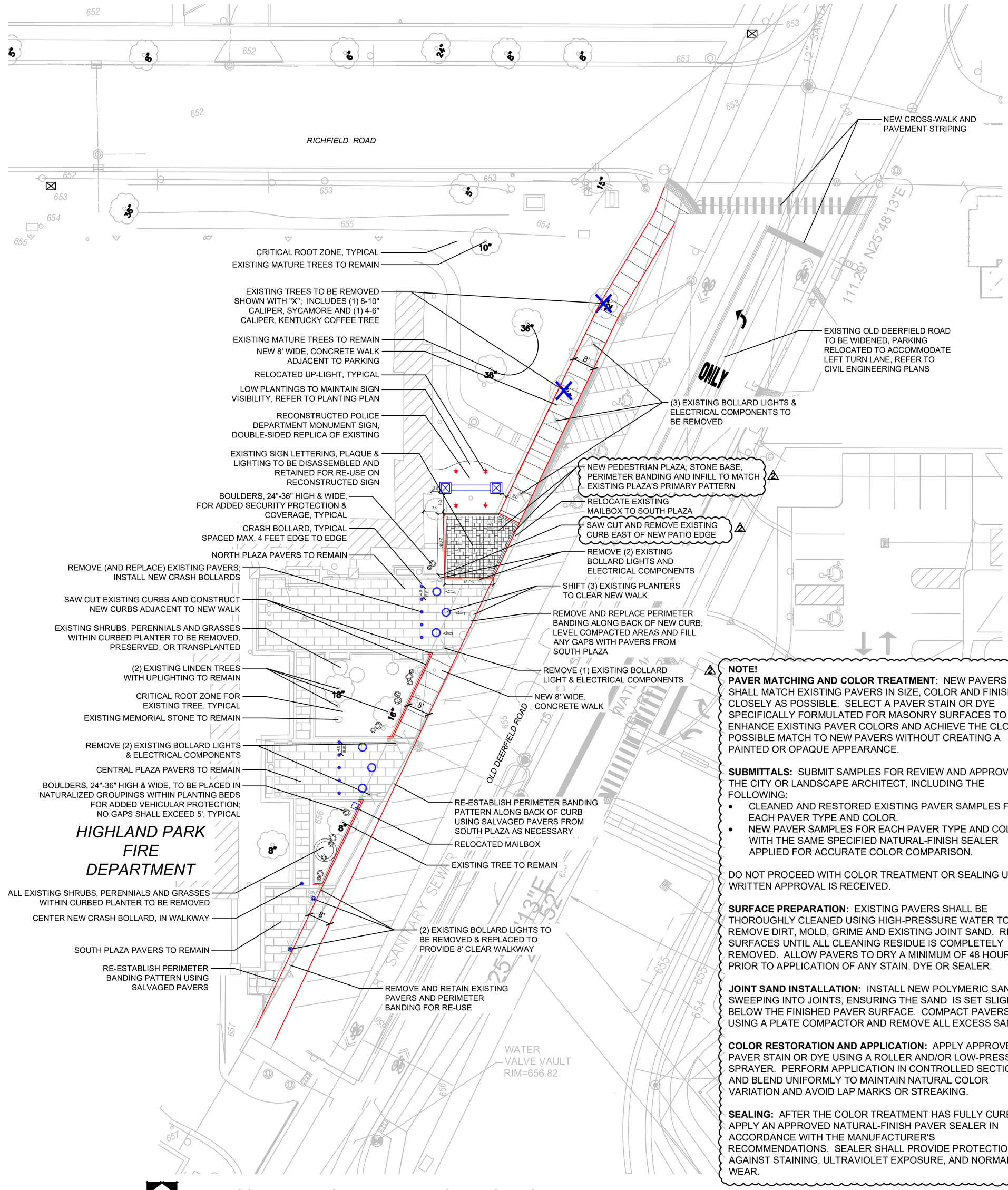


HARDSCAPE REMOVAL PLAN - DEERFIELD ROAD EGRESS

NORTH

SCALE: 1" = 20'-0"

0 10' 20' 40'



NOTE!
PAVER MATCHING AND COLOR TREATMENT: NEW PAVERS SHALL MATCH EXISTING PAVERS IN SIZE, COLOR AND FINISH AS CLOSELY AS POSSIBLE. SELECT A PAVER STAIN OR DYE SPECIFICALLY FORMULATED FOR MASONRY SURFACES TO ENHANCE EXISTING PAVER COLORS AND ACHIEVE THE CLOSEST POSSIBLE MATCH TO NEW PAVERS WITHOUT CREATING A PAINTED OR OPAQUE APPEARANCE.

SUBMITTALS: SUBMIT SAMPLES FOR REVIEW AND APPROVAL BY THE CITY OR LANDSCAPE ARCHITECT, INCLUDING THE FOLLOWING:

- CLEANED AND RESTORED EXISTING PAVER SAMPLES FOR EACH PAVER TYPE AND COLOR.
- NEW PAVER SAMPLES FOR EACH PAVER TYPE AND COLOR, WITH THE SAME SPECIFIED NATURAL-FINISH SEALER APPLIED FOR ACCURATE COLOR COMPARISON.

DO NOT PROCEED WITH COLOR TREATMENT OR SEALING UNTIL WRITTEN APPROVAL IS RECEIVED.

SURFACE PREPARATION: EXISTING PAVERS SHALL BE THOROUGHLY CLEANED USING HIGH-PRESSURE WATER TO REMOVE DIRT, MOLD, GRIME AND EXISTING JOINT SAND. RINSE SURFACES UNTIL ALL CLEANING RESIDUE IS COMPLETELY REMOVED. ALLOW PAVERS TO DRY A MINIMUM OF 48 HOURS PRIOR TO APPLICATION OF ANY STAIN, DYE OR SEALER.

JOINT SAND INSTALLATION: INSTALL NEW POLYMERIC SAND BY SWEEPING INTO JOINTS, ENSURING THE SAND IS SET SLIGHTLY BELOW THE FINISHED PAVER SURFACE. COMPACT PAVERS USING A PLATE COMPACTOR AND REMOVE ALL EXCESS SAND.

COLOR RESTORATION AND APPLICATION: APPLY APPROVED PAVER STAIN OR DYE USING A ROLLER AND/OR LOW-PRESSURE SPRAYER. PERFORM APPLICATION IN CONTROLLED SECTIONS AND BLEND UNIFORMLY TO MAINTAIN NATURAL COLOR VARIATION AND AVOID LAP MARKS OR STREAKING.

SEALING: AFTER THE COLOR TREATMENT HAS FULLY CURED, APPLY AN APPROVED NATURAL-FINISH PAVER SEALER IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. SEALER SHALL PROVIDE PROTECTION AGAINST STAINING, ULTRAVIOLET EXPOSURE, AND NORMAL WEAR.

HARDSCAPE PLAN - OLD DEERFIELD ROAD FRONTAGE

NORTH

SCALE: 1" = 20'-0"

0 10' 20' 40'

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9 CRYSTAL LAKE ROAD
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CLIENT NAME AND ADDRESS

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CHICAGO, ILLINOIS

PLAN DATE

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10.	

PROJECT NAME AND SHEET TITLE

POLICE HEADQUARTERS

1677 OLD DEERFIELD ROAD - HIGHLAND PARK, IL

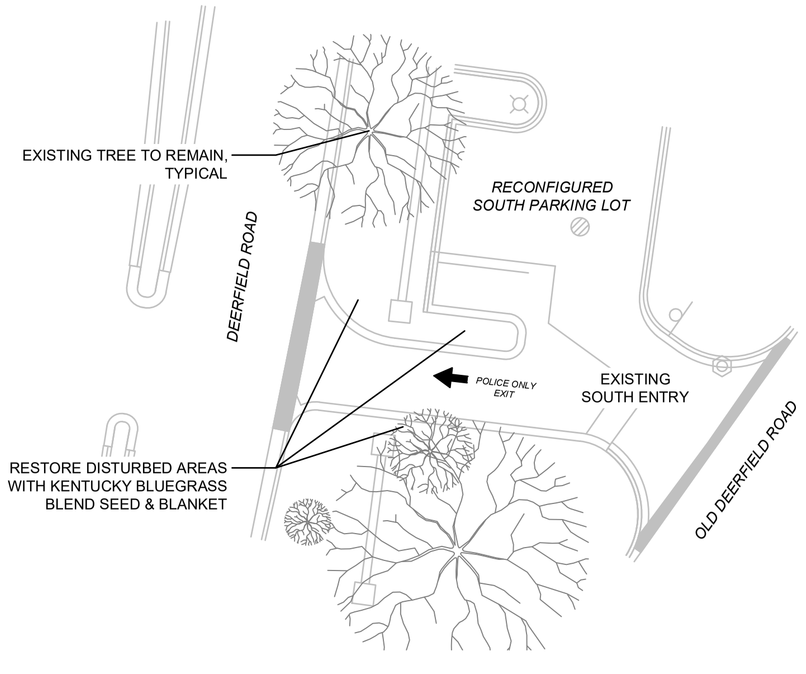
RENOVATION LANDSCAPE PLAN - HARDSCAPE PLAN

SHEET NUMBER

L1.0

PLANT & MATERIALS LIST

CODE	QTY	SIZE	BOTANIC NAME	COMMON NAME
Evergreen Shrubs				
BXGV	5	36" wide	Buxus x 'Green Velvet'	Green Velvet Boxwood
MD	10	24" wide	Microbiota decussata	Siberian Cypress *(6"-18" high x 3-12' wide)*
Large Deciduous Shrubs				
FGBS	3	36" high	Fothergilla gardenii 'Blue Shadow'	Blue Shadow Dwarf Fothergilla
HWD	3	7 Gal./36"	Hydrangea arborescens 'Dardom'	White Dome Smooth Hydrangea
HLL	1	48" high	Hydrangea paniculata 'Limelight'	Limelight Hydrangea *(8' high x 6' wide)*
HPLL	10	7 Gal./36"	Hydrangea paniculata 'Jane'	Little Lime Hydrangea *(3-5' high x 3-5' wide)*
VCC	1	7 Gal./36"	Viburnum carlesii 'Compactum'	Dwarf Koreanspice Viburnum
Ornamental Grasses				
CAO3	5	3 Gal.	Calamagrostis arundinacea 'Overdam'	Korean Reed Grass
HES	9	1 Gal.	Helictotrichon sempervirens	Blue Oat Grass
HMA	17	1 Gal.	Hakonechloa macra 'Aureola'	Golden Variegated Hakone Grass
PAH3	5	3 Gal.	Pennisetum alopecuroide 'Hameln'	Dwarf Fountain Grass
SA	13	1 Gal.	Sesleria autumnalis	Autumn Moor Grass
SH	104	1 Gal.	Sporobolus heterolepsis	Prairie Dropseed
Perennials				
AXM	43	1 Gal.	Allium x 'Millenium'	Millenium Ornamental Onion
Groundcover				
ACG	75	1 Gal.	Ajuga reptans 'Catlin's Giant'	Catlin's Giant Bugleweed *(Ajuga)*
VDB	352	3" Pot	Vinca minor 'Dart's Blue'	Dart's Blue Periwinkle *(11 flats)*
Materials				
-	3	EA.	-	Planters *(36" diameter)*
-	15	EA.	-	Boulders *(24"-36" high/wide)*
-	11	EA.	-	Security Bollard
-	5	C.Y.	-	Soil Amendments
-	14	C.Y.	-	Shredded Hardwood Mulch
⚠ -	510	S.F.	-	Pavers (match existing)
-	TBD	S.Y.	-	Kentucky Bluegrass Blend Seed & Blanket
-	TBD	S.Y.	-	Kentucky Bluegrass Blend Sod

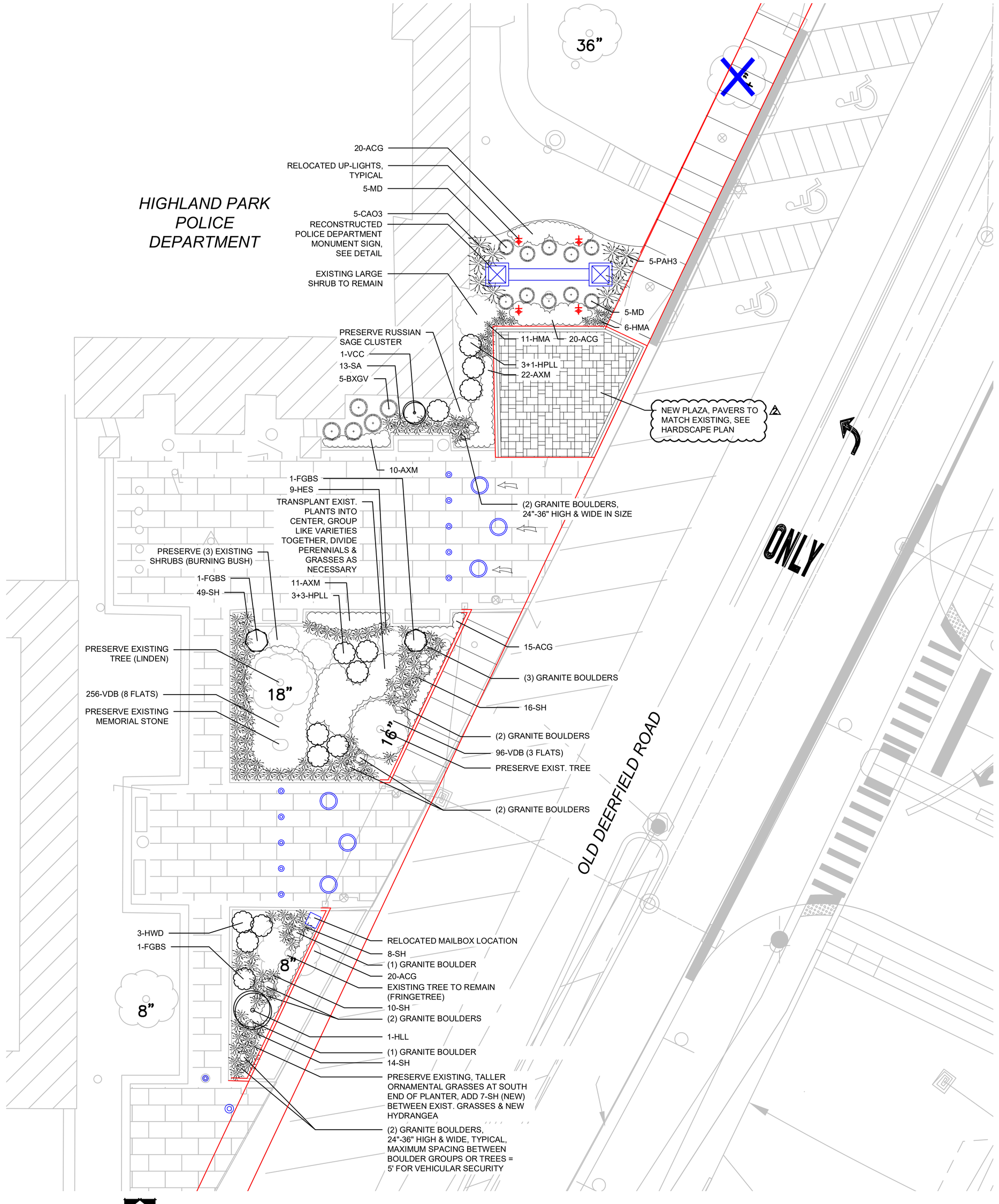


NORTH

HARDSCAPE REMOVAL PLAN - DEERFIELD ROAD EGRESS

SCALE: 1" = 20'-0"

0 10' 20' 40'



NORTH

LANDSCAPE PLAN - OLD DEERFIELD ROAD FRONTAGE

SCALE: 1" = 10'-0"

0 5' 10' 20'

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 19, 2025

REVISIONS

1.	1/15/26 PER COMMENTS
2.	1/30/26 PAVER PLAZA
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

POLICE HEADQUARTERS

1677 OLD DEERFIELD ROAD - HIGHLAND PARK, IL

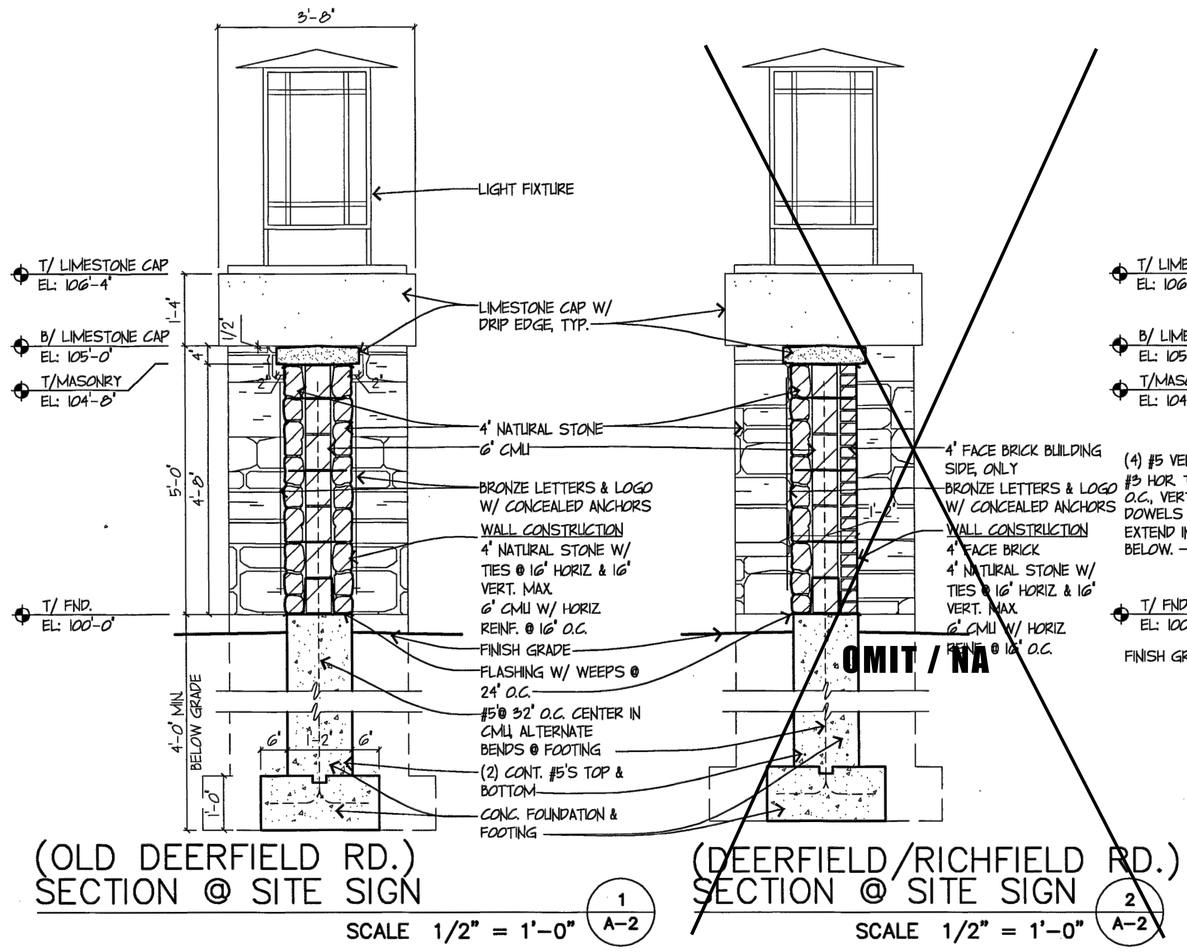
RENOVATION LANDSCAPE PLAN - LANDSCAPE PLAN

SHEET NUMBER

L2.0

SPECIFICATIONS & DETAILS

DETAILS: SITE FEATURES

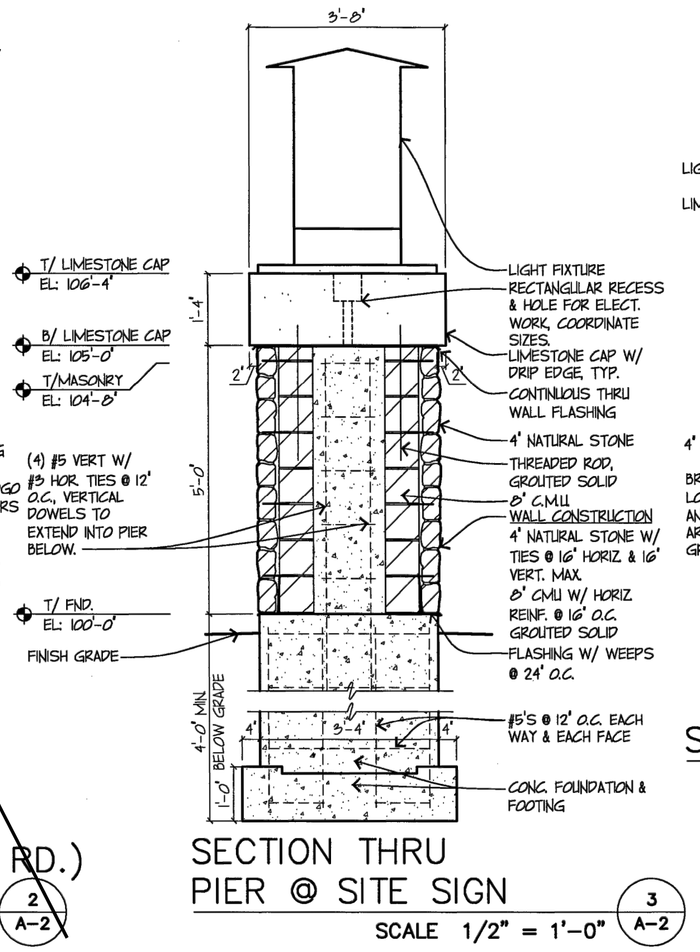


(OLD DEERFIELD RD.)
SECTION @ SITE SIGN

SCALE 1/2" = 1'-0" (1 / A-2)

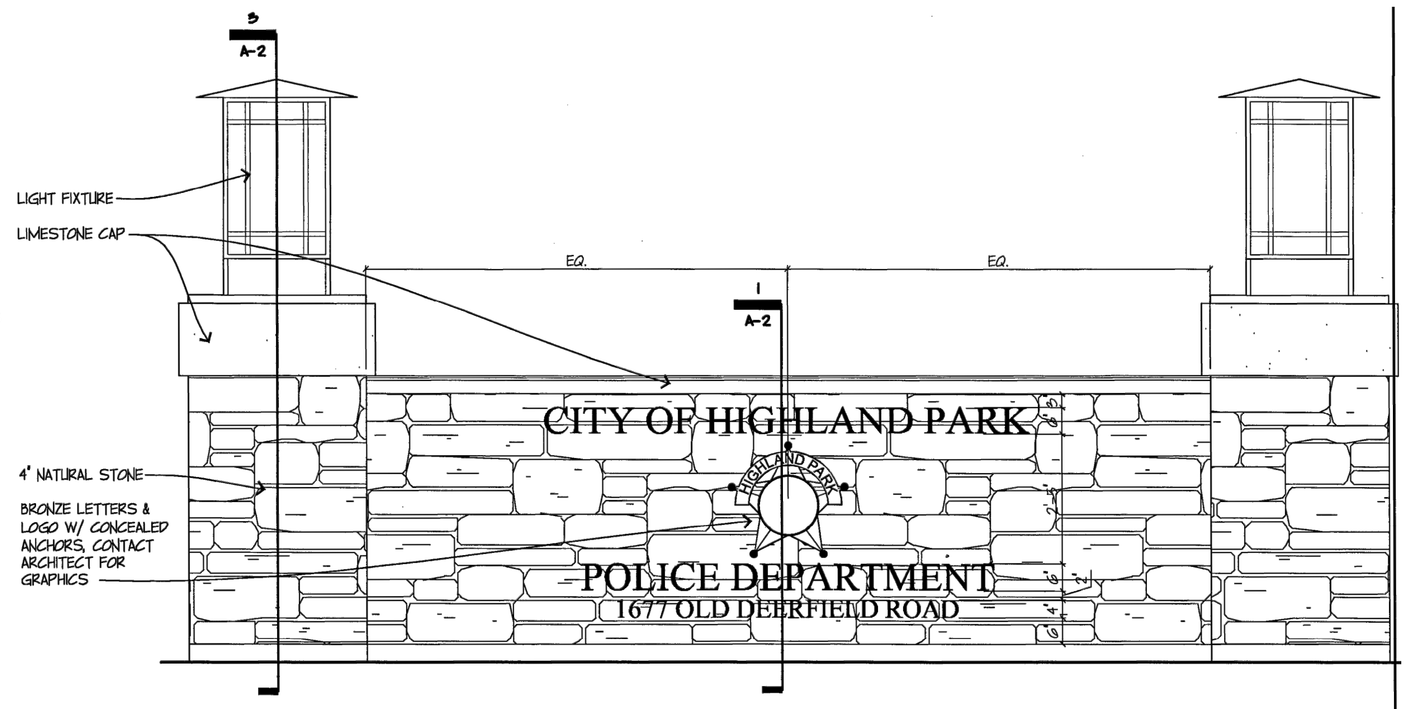
(DEERFIELD/RICHFIELD RD.)
SECTION @ SITE SIGN

SCALE 1/2" = 1'-0" (2 / A-2)



SECTION THRU
PIER @ SITE SIGN

SCALE 1/2" = 1'-0" (3 / A-2)



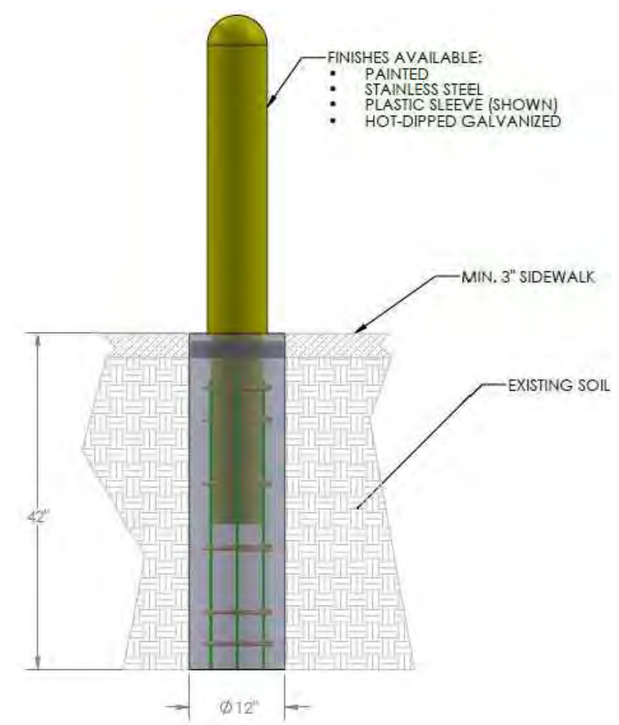
SITE SIGN ELEVATION

SCALE 1/2" = 1'-0" (4 / A-2)

NOTES:
1. EXISTING SIGN LIGHT FIXTURE, LETTERING, PLAQUE AND MATERIALS TO BE SALVAGED AND STORED IN A SAFE LOCATION UNTIL TIME OF REASSEMBLY.
2. SIGN DETAILS PROVIDED BY CITY OF HIGHLAND PARK.
3. SIGN DETAILS PER SITE PLAN & DETAILS BY ***SENTE, RUBEL, BOSMAN, LEE, ARCHITECTS, LTD.*** PROJECT NO. 03134, ADDENDUM #4, DATED 10/07/04.

DETAIL: MONUMENT SIGN (EXISTING AND PROPOSED)

SCALE: 1/2" = 1'-0"



1 SPECIFICATION - SECURITY BOLLARD

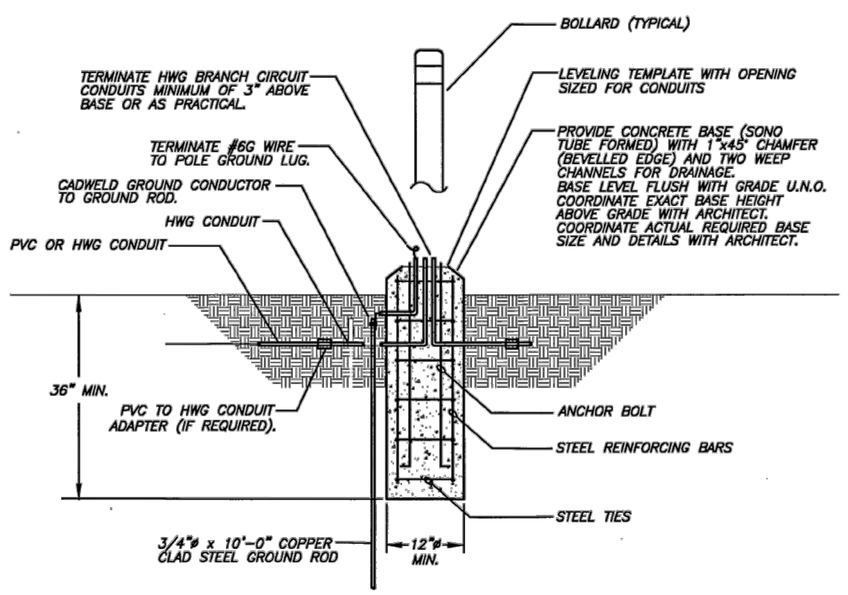
SHALL BE:

- QUANTITY: 11
- NAME: TRAFFIC GUARD CORE-IN PROTECTION SYSTEM SECURITY BOLLARD
- MODEL: ASTM F3016 S20 - 6 IN. BOLLARD
- MATERIAL: STEEL, POWDER COATED
- COLOR: SEPIA BROWN (RAL 8014)

- AVAILABLE THRU (OR APPROVED EQUAL):
  TRAFFIC GUARD, INC.
  P.O. BOX 201
  GENEVA, IL 60134
  CONTACT: JON SCHRAM @ TEL (877) 737-7347

DETAIL: SECURITY BOLLARD

NOT TO SCALE



TYPICAL BOLLARD DIAGRAM

NOTES:
1. BOLLARD DETAILS PROVIDED BY CITY OF HIGHLAND PARK.
2. BOLLARD DETAILS PER ELECTRICAL SITE PLAN BY ***SENTE, RUBEL, BOSMAN, LEE, ARCHITECTS, LTD.*** PROJECT NO. 03134, ISSUED FOR CONSTRUCTION 3/10/2005.

DETAIL: EXISTING BOLLARD

NOT TO SCALE

CONSTRUCTION / STRUCTURAL NOTE!
FINAL MATERIAL SELECTIONS SHALL BE THE RESPONSIBILITY OF THE OWNER. LANDSCAPE ARCHITECT ASSUMES NO LIABILITY / RESPONSIBILITY FOR RECOMMENDED SELECTIONS.

dickson design STUDIO
9 CRYSTAL LAKE ROAD
SUITE 110
LAKE IN THE HILLS, IL 60156
(224) 241-8181

CLIENT NAME AND ADDRESS

THE HABITAT COMPANY, LLC

CHICAGO, ILLINOIS

PLAN DATE

DECEMBER 19, 2025

REVISIONS

1.	1/15/26 PER COMMENTS
2.	1/30/26 PAVER PLAZA
3.	
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7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

POLICE HEADQUARTERS
1677 OLD DEERFIELD ROAD - HIGHLAND PARK, IL

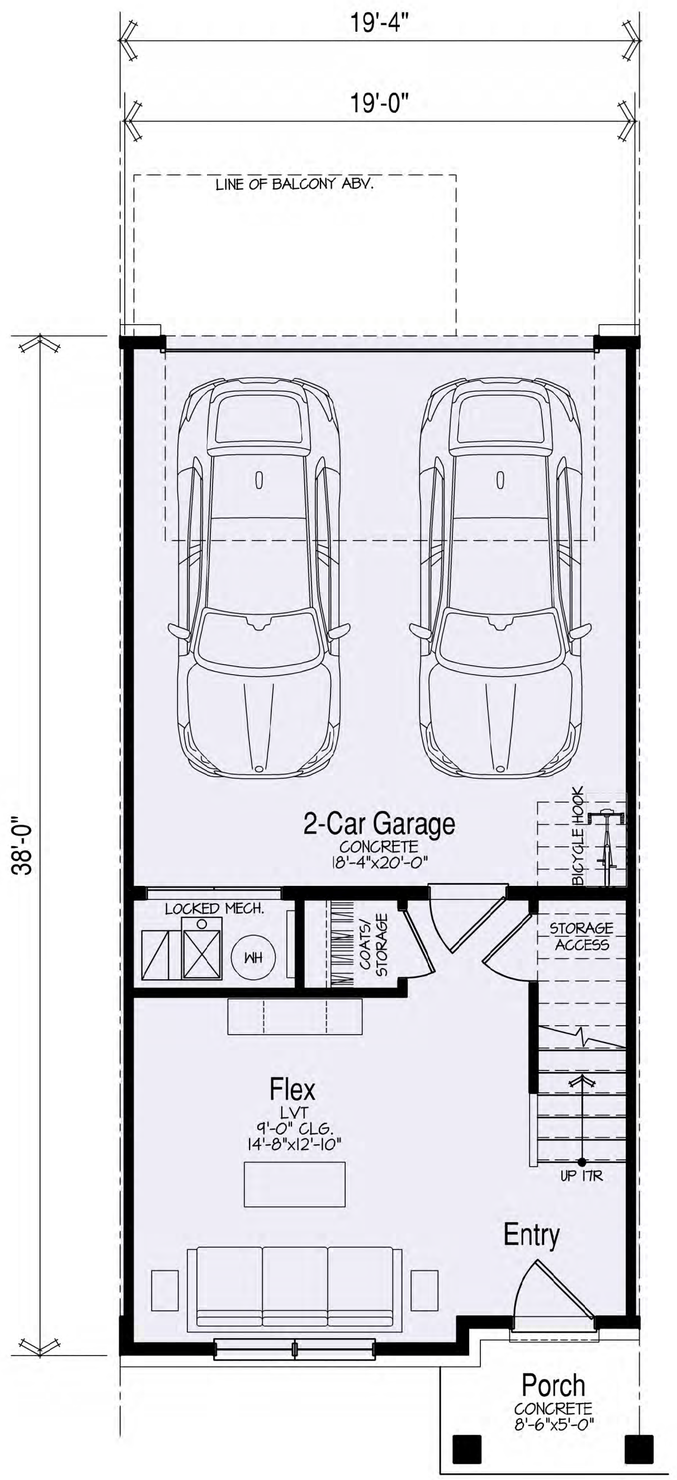
RENOVATION LANDSCAPE PLAN - HARDSCAPE DETAILS & SPECIFICATIONS

SHEET NUMBER

L3.0

EXHIBIT M

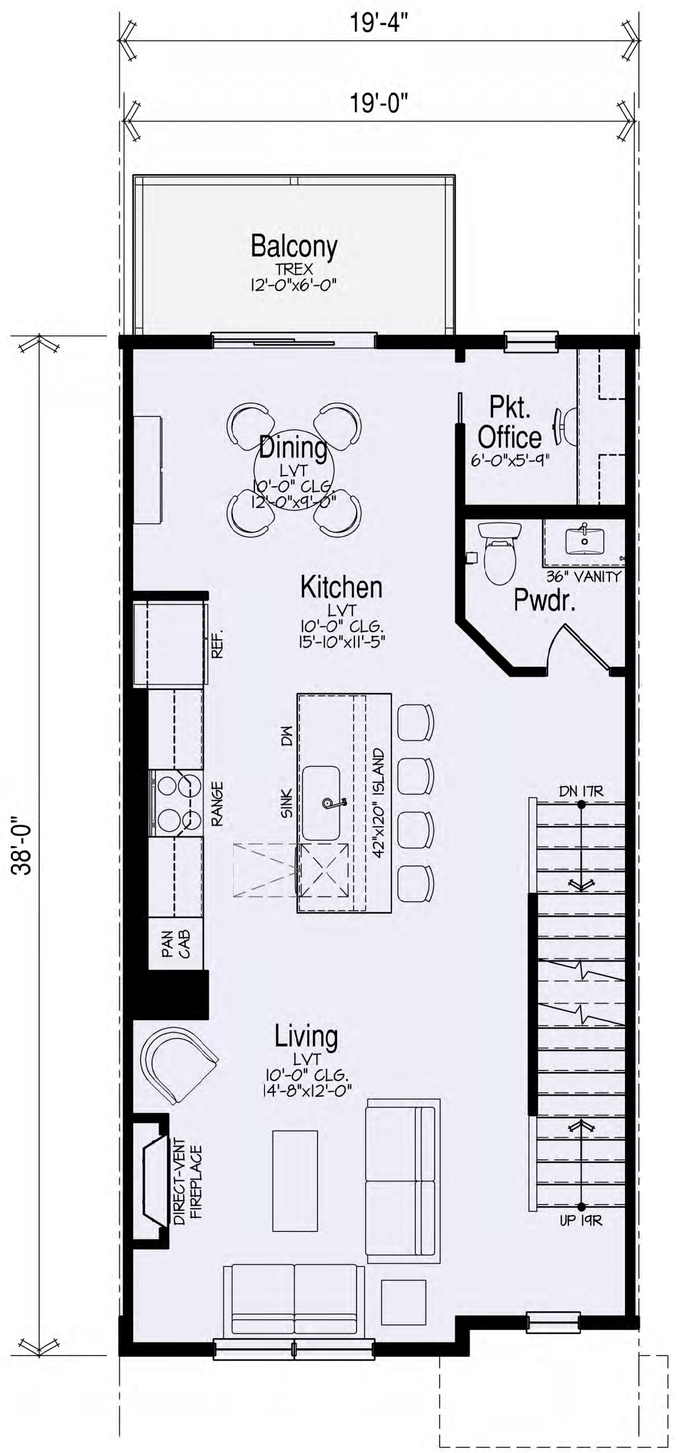
Townhome Floor Plans



331 SF

Lower Floor Plan

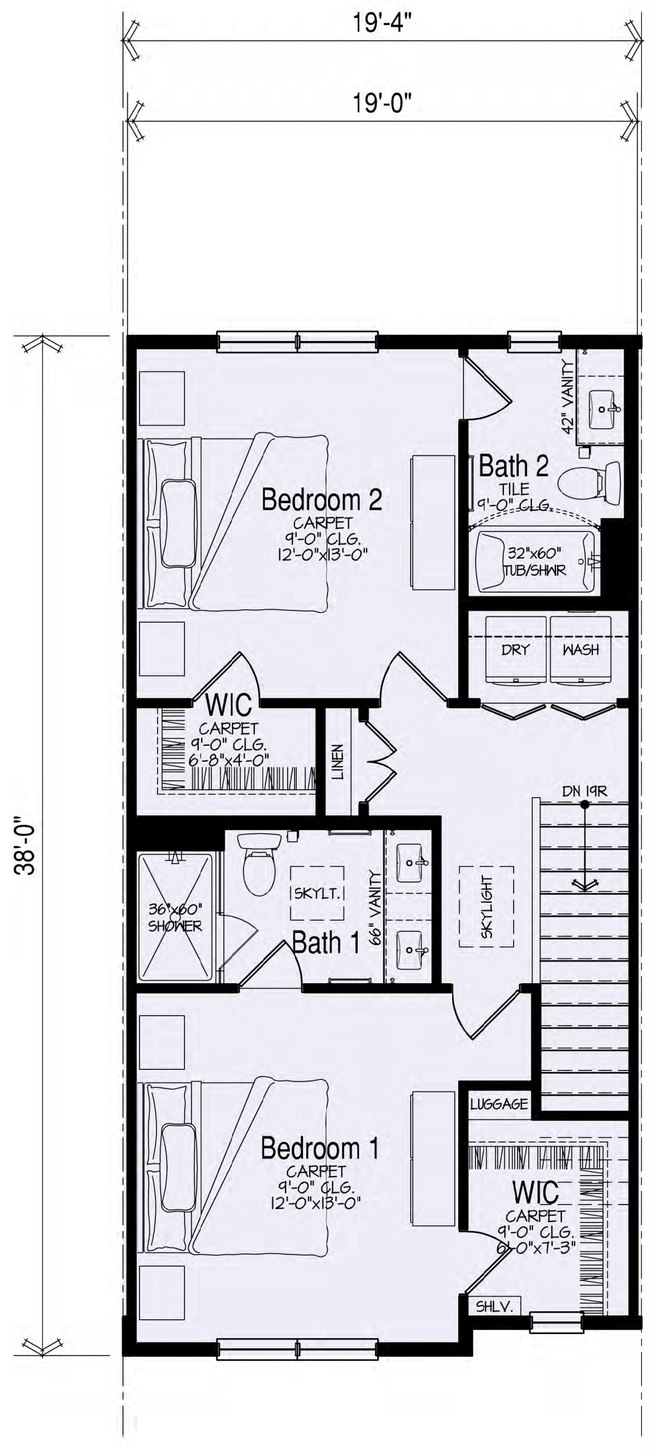
SCALE: 1/4"=1'-0"



728 SF

Main Floor Plan

SCALE: 1/4"=1'-0"



728 SF

Upper Floor Plan

SCALE: 1/4"=1'-0"

Plan A2 - Affordable: 1787 SF (+397 SF Garage)
3-Story Rearload Townhome
2-BR / 2.5-BA / 2-Car Garage

HABITAT
Chicago, IL

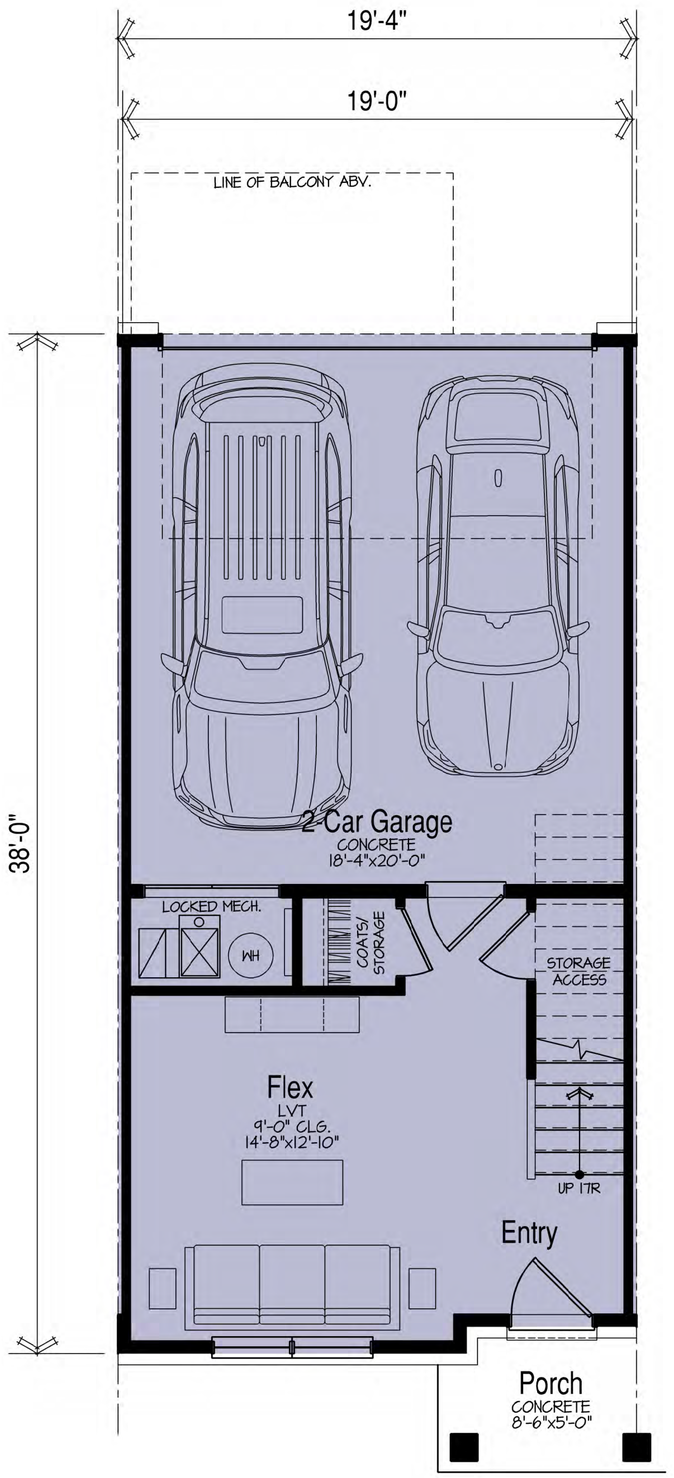
PRELIMINARY DRAFT
SUBJECT TO CHANGE

Highland Park Townhomes
Highland Park, IL

BSB DESIGN
BSBDESIGN.COM

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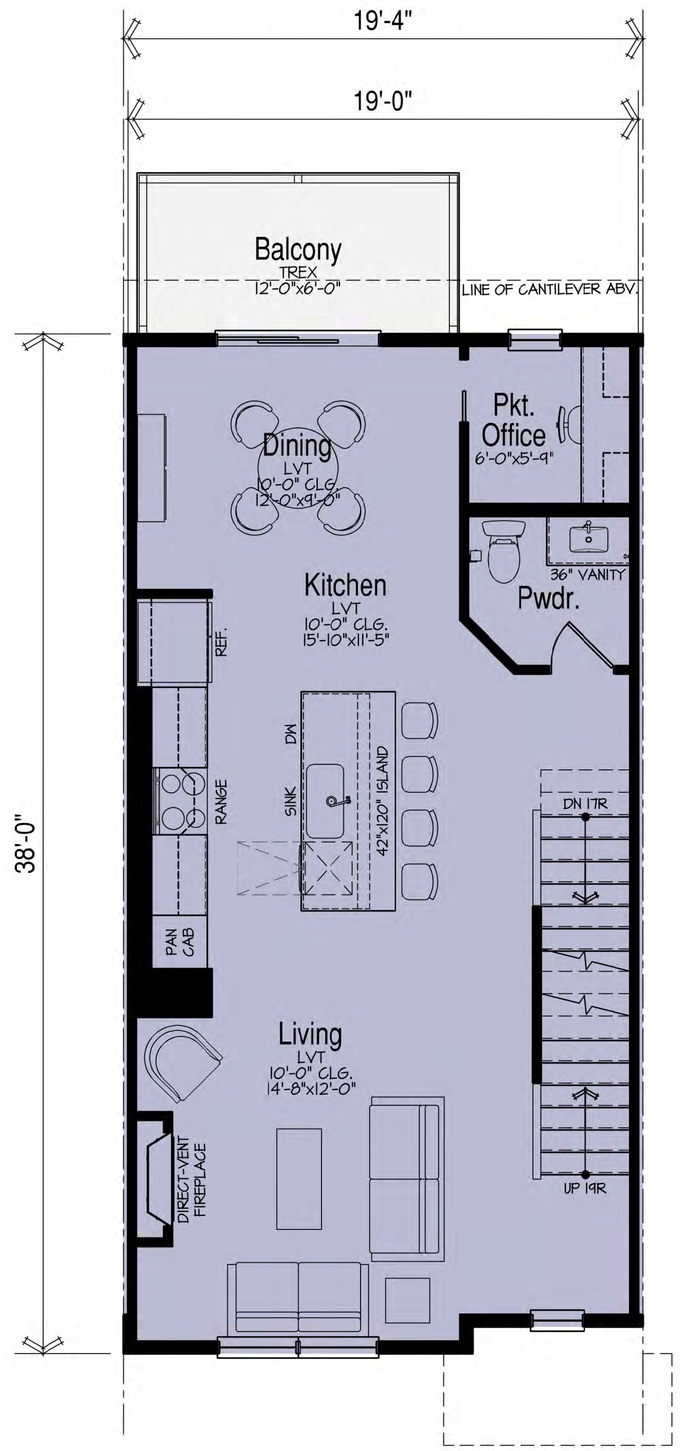
October 29. 2025 | 25-0030



331 SF

Lower Floor Plan

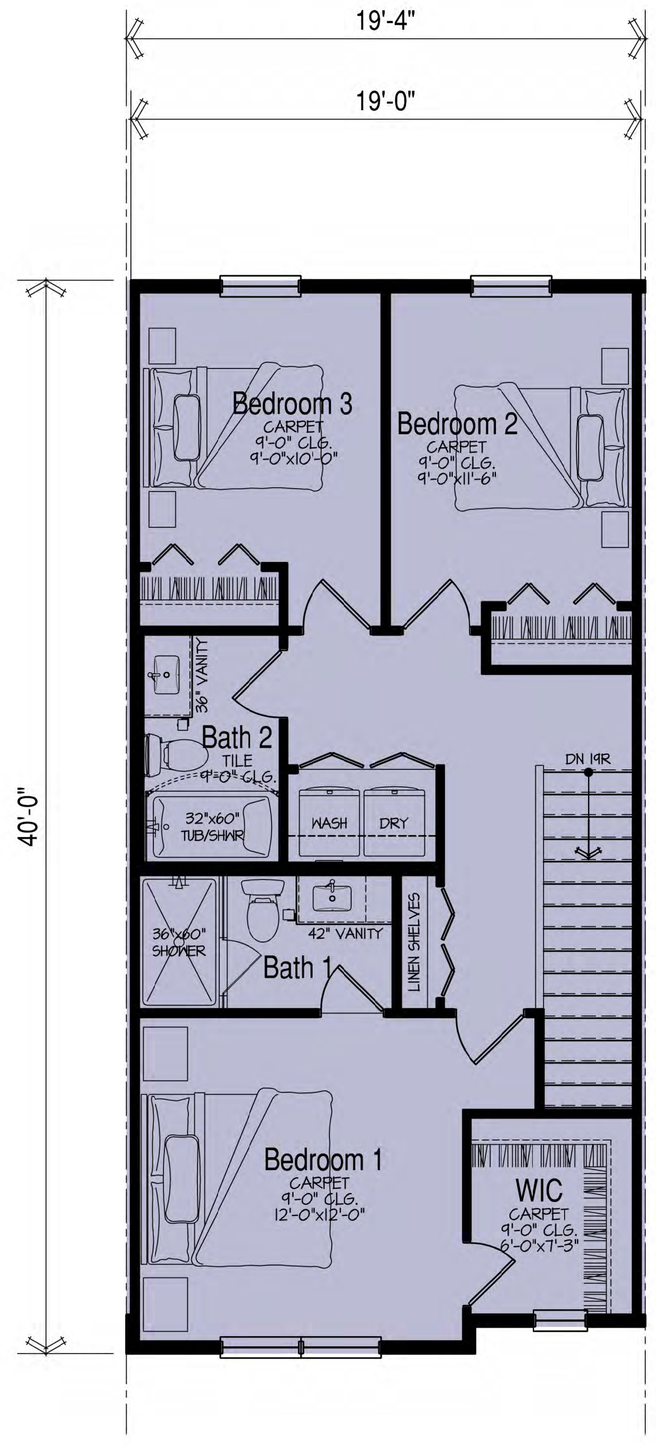
SCALE: 1/4"=1'-0"



728 SF

Main Floor Plan

SCALE: 1/4"=1'-0"



767 SF

Upper Floor Plan

SCALE: 1/4"=1'-0"

Plan A3 - Affordable: 1826 SF (+397 SF Garage)
3-Story Rearload Townhome
3-BR / 2.5-BA / 2-Car Garage

HABITAT
Chicago, IL

PRELIMINARY DRAFT
SUBJECT TO CHANGE

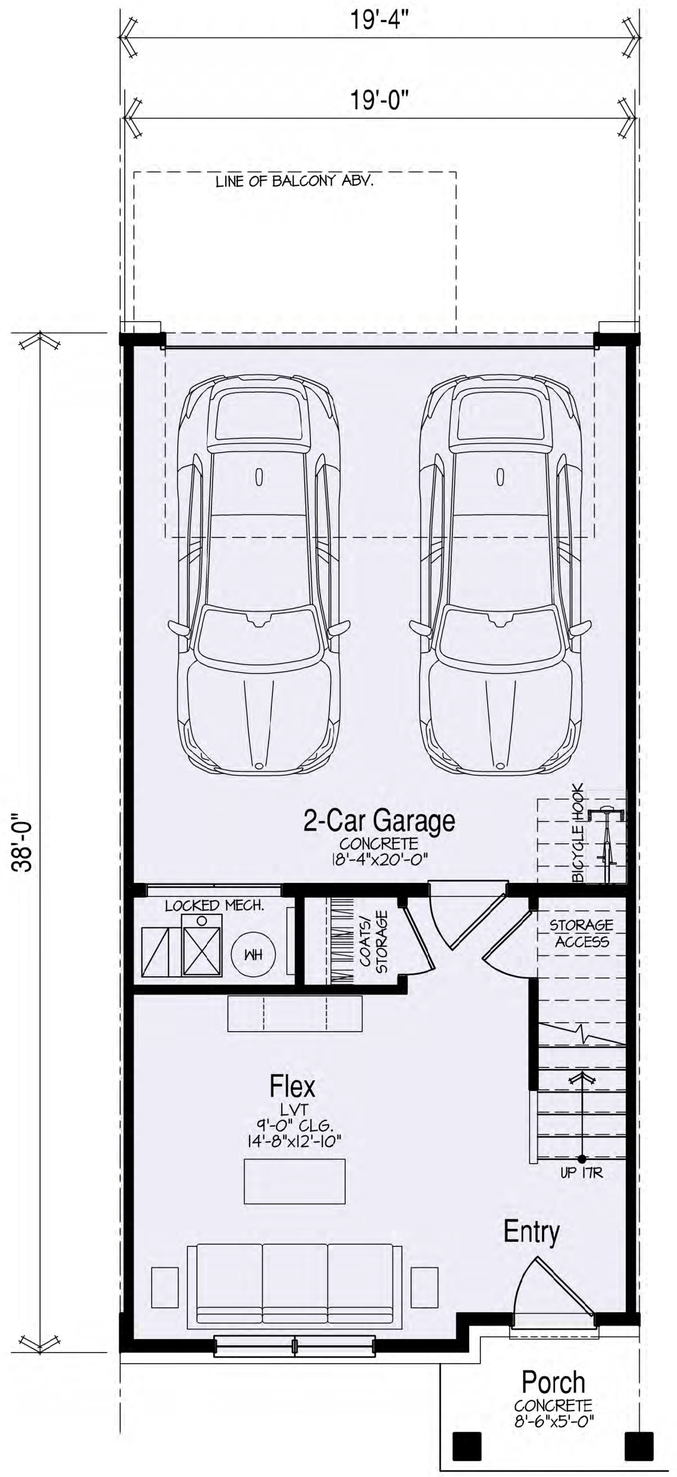
Highland Park Townhomes

Highland Park, IL

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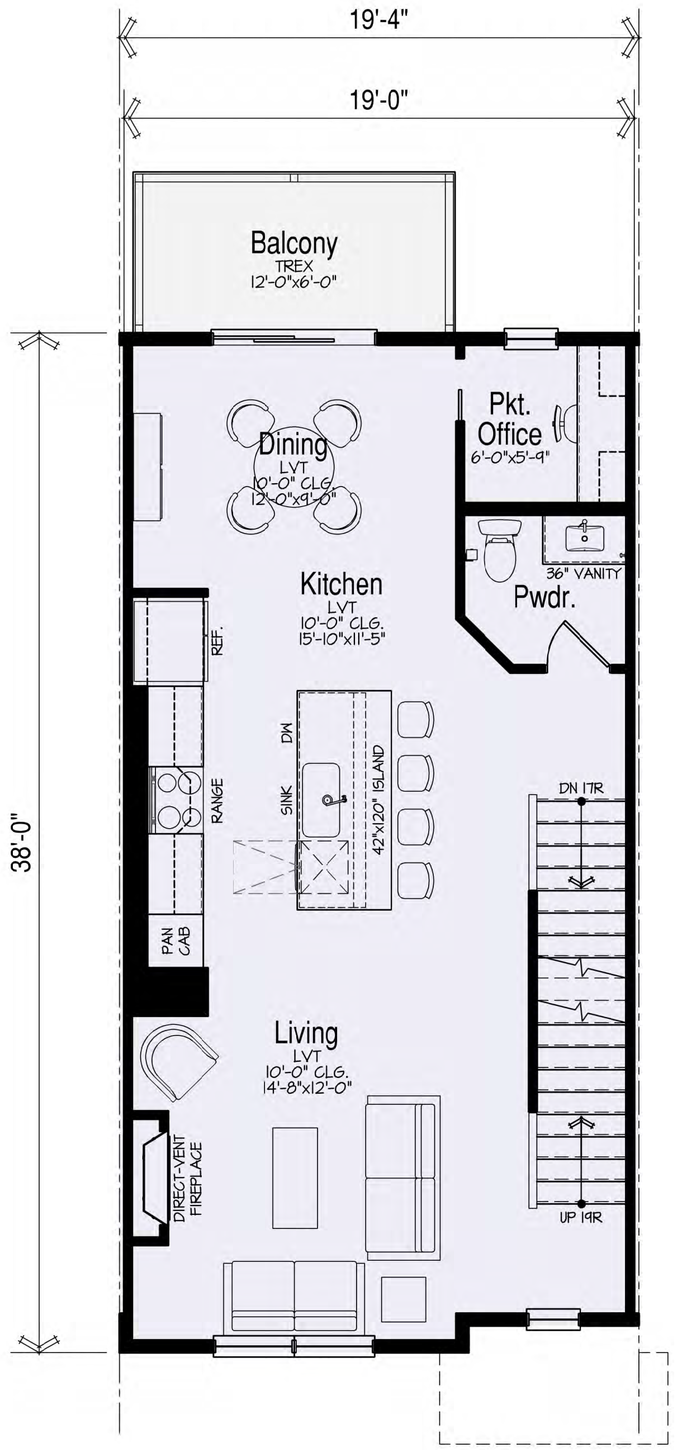
October 29. 2025 | 25-0030



331 SF

Lower Floor Plan

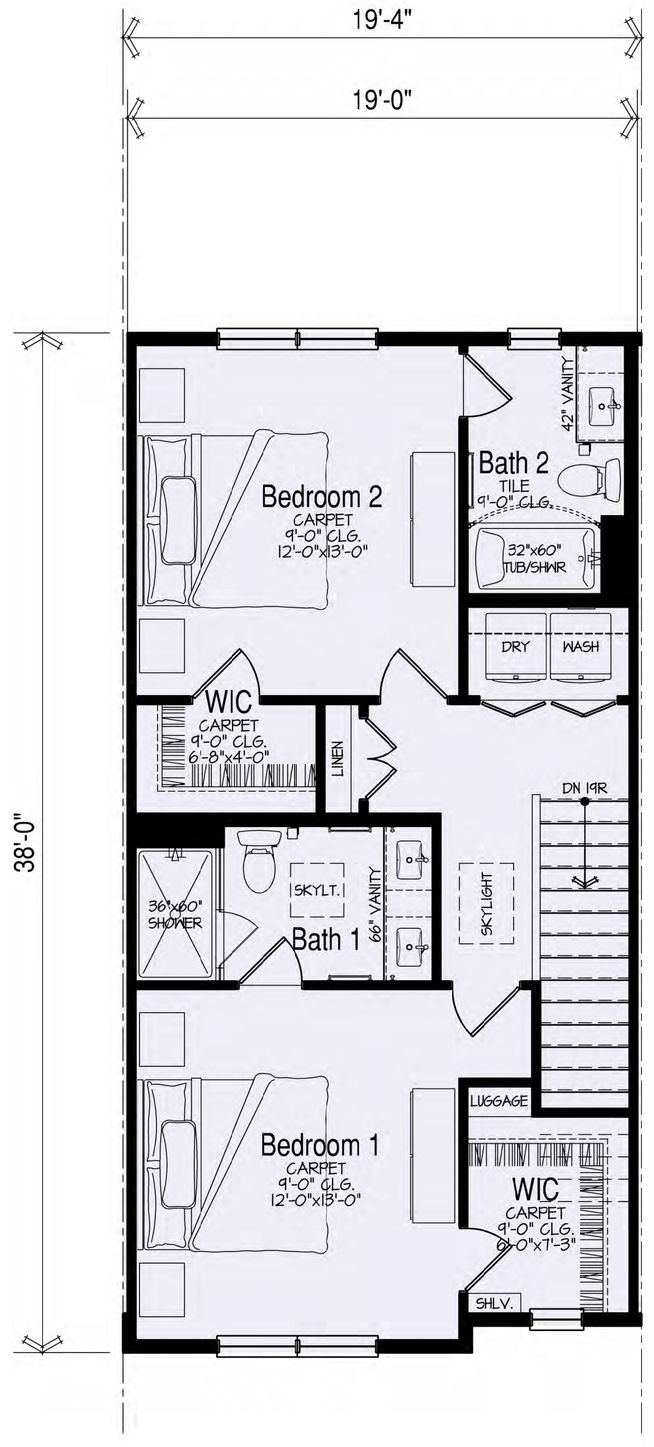
SCALE: 1/4"=1'-0"



728 SF

Main Floor Plan

SCALE: 1/4"=1'-0"



728 SF

Upper Floor Plan

SCALE: 1/4"=1'-0"

Plan A: 1787 SF (+397 SF Garage)
3-Story Rearload Townhome
2-BR / 2.5-BA / 2-Car Garage

PRELIMINARY DRAFT
SUBJECT TO CHANGE

HABITAT
Chicago, IL

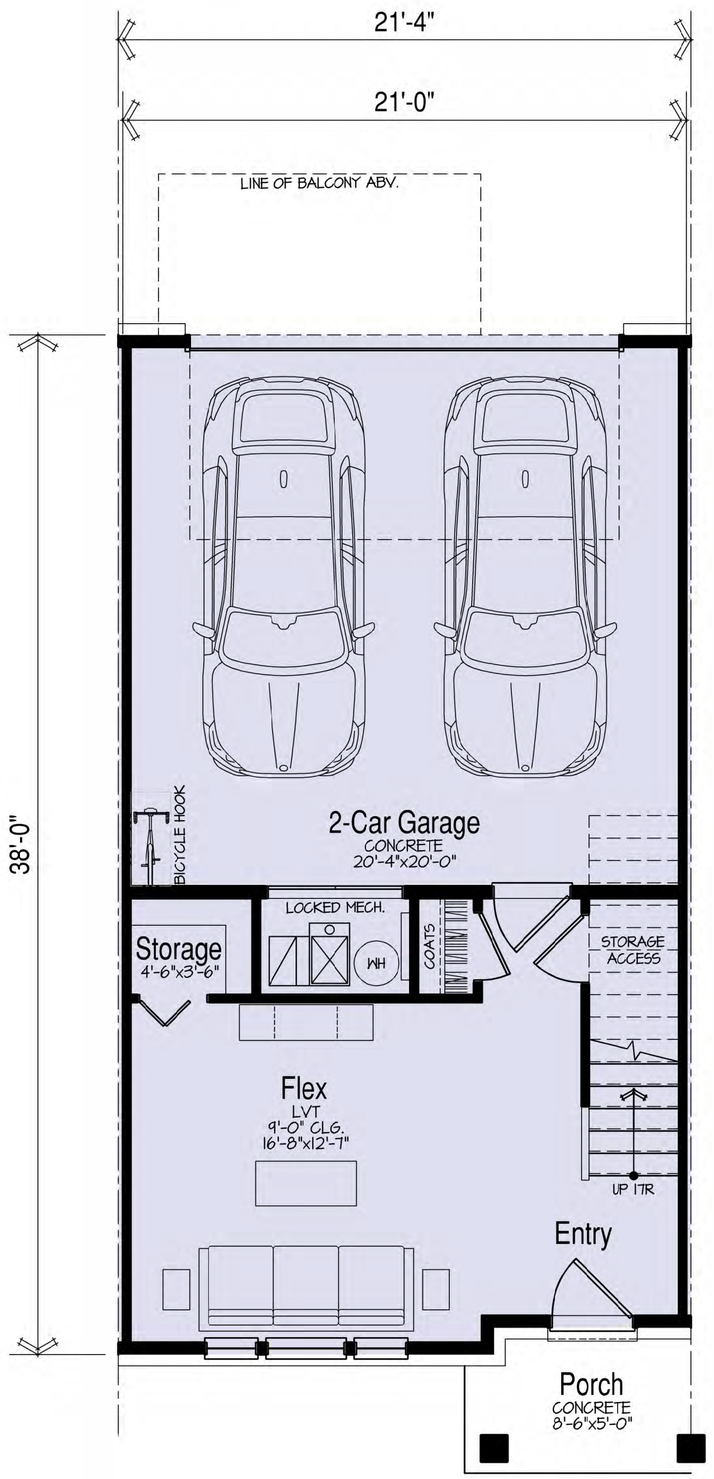
Highland Park Townhomes

Highland Park, IL

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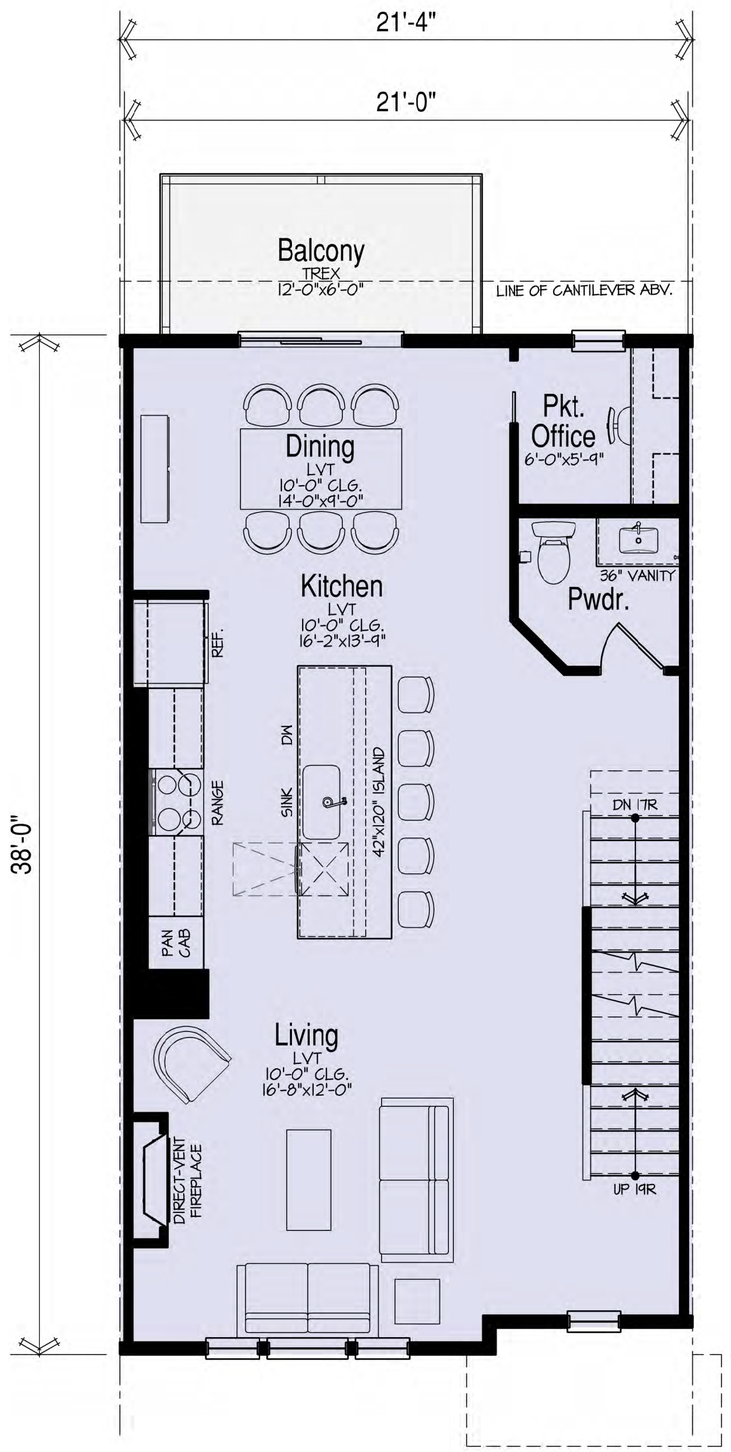
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365 SF

Lower Floor Plan

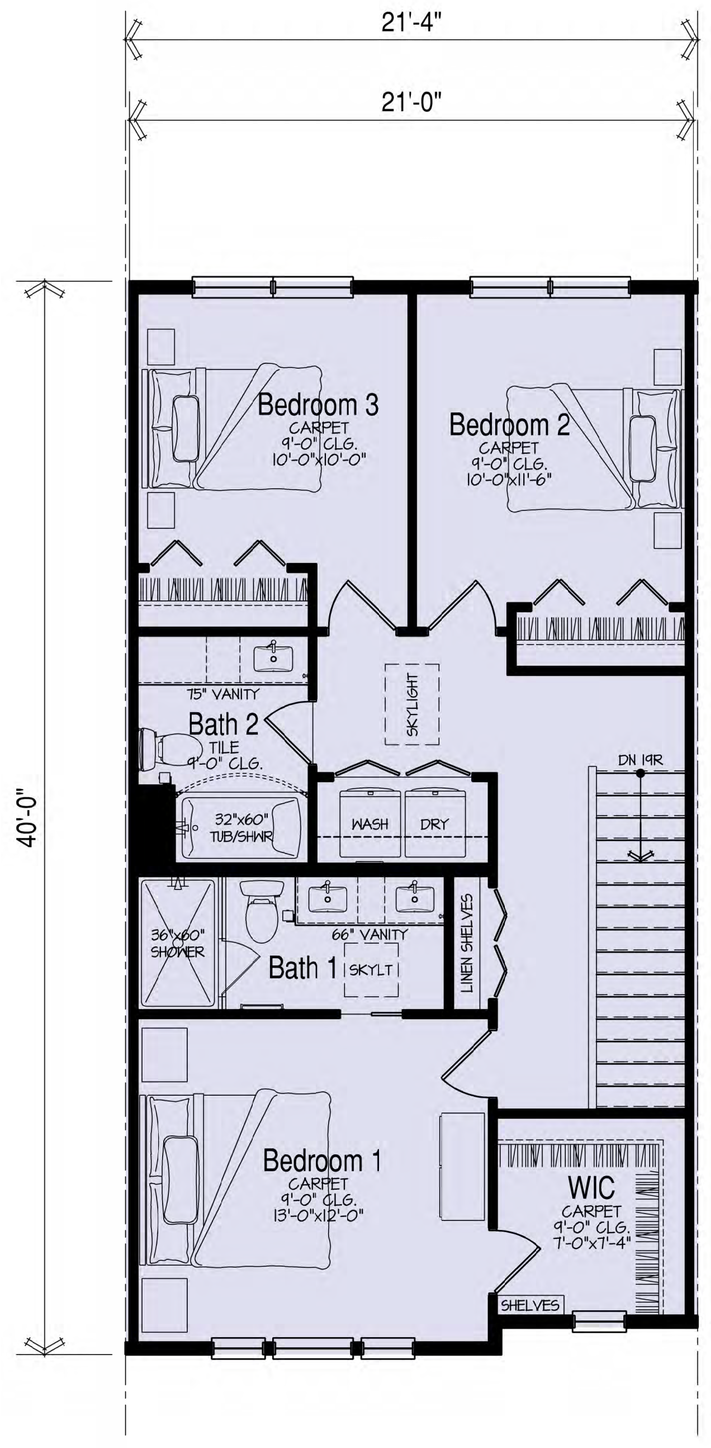
SCALE: 1/4"=1'-0"



803 SF

Main Floor Plan

SCALE: 1/4"=1'-0"



846 SF

Upper Floor Plan

SCALE: 1/4"=1'-0"

HABITAT
Chicago, IL

Plan B (Interior): 2014 SF (+438 SF Garage)
3-Story Rearload Townhome
3-BR / 2.5-BA / 2-Car Garage

PRELIMINARY DRAFT
SUBJECT TO CHANGE

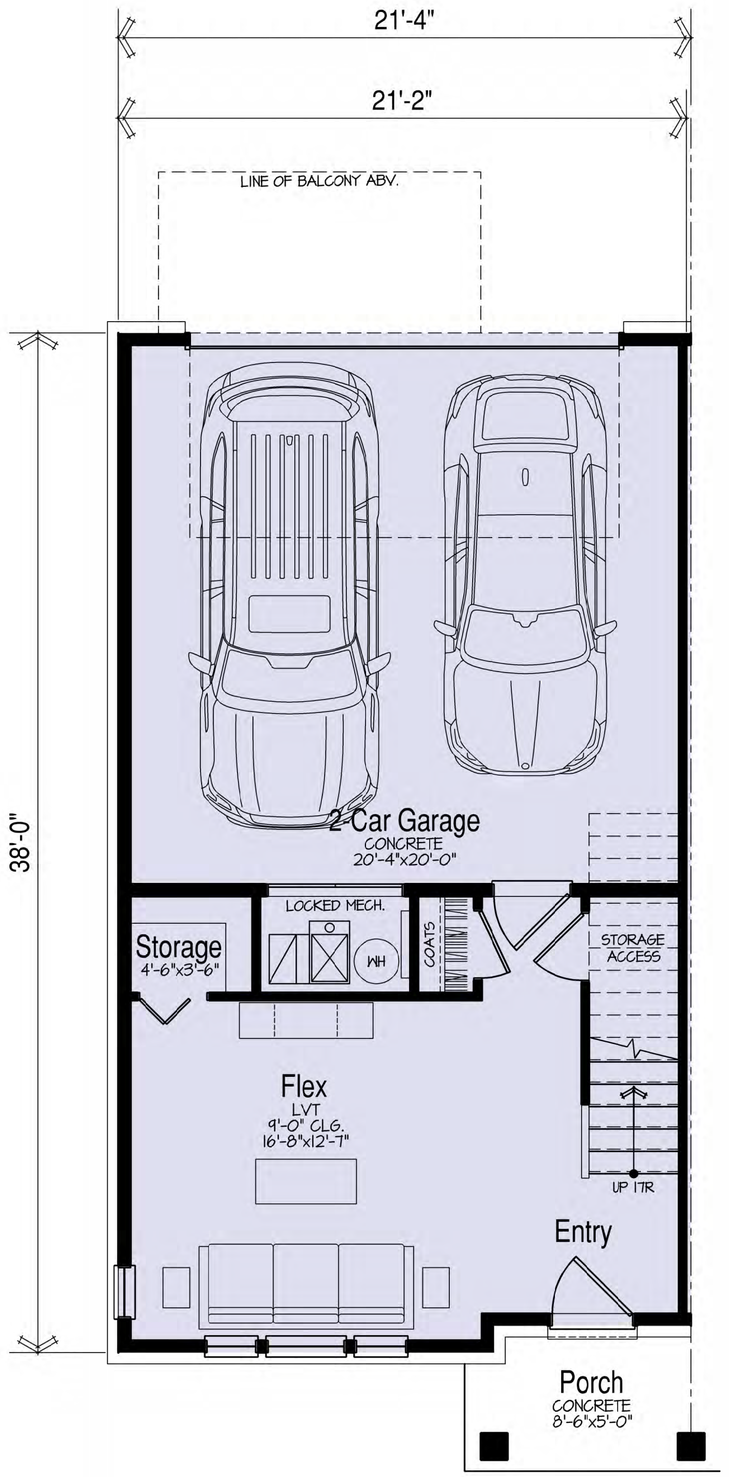
Highland Park Townhomes

Highland Park, IL

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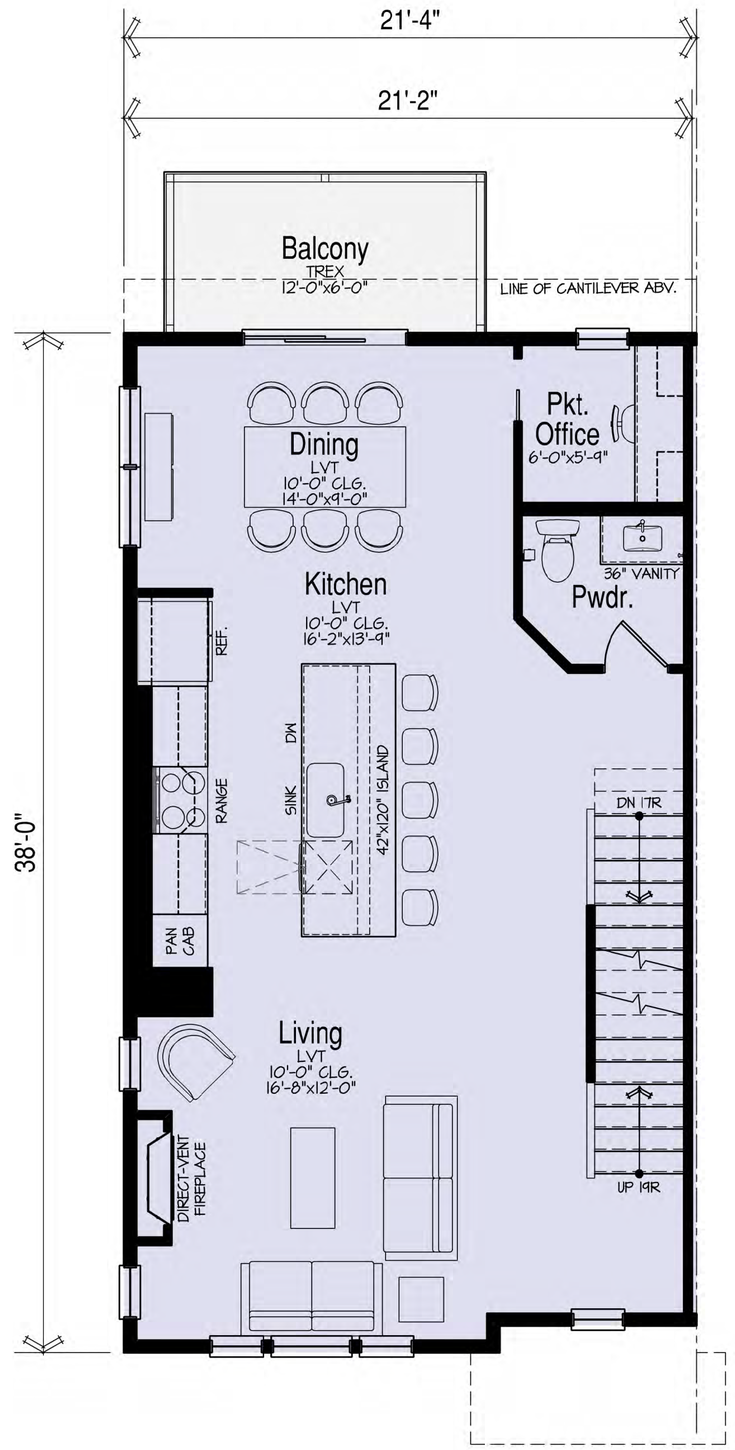
October 29. 2025 | 25-0030



365 SF

Lower Floor Plan

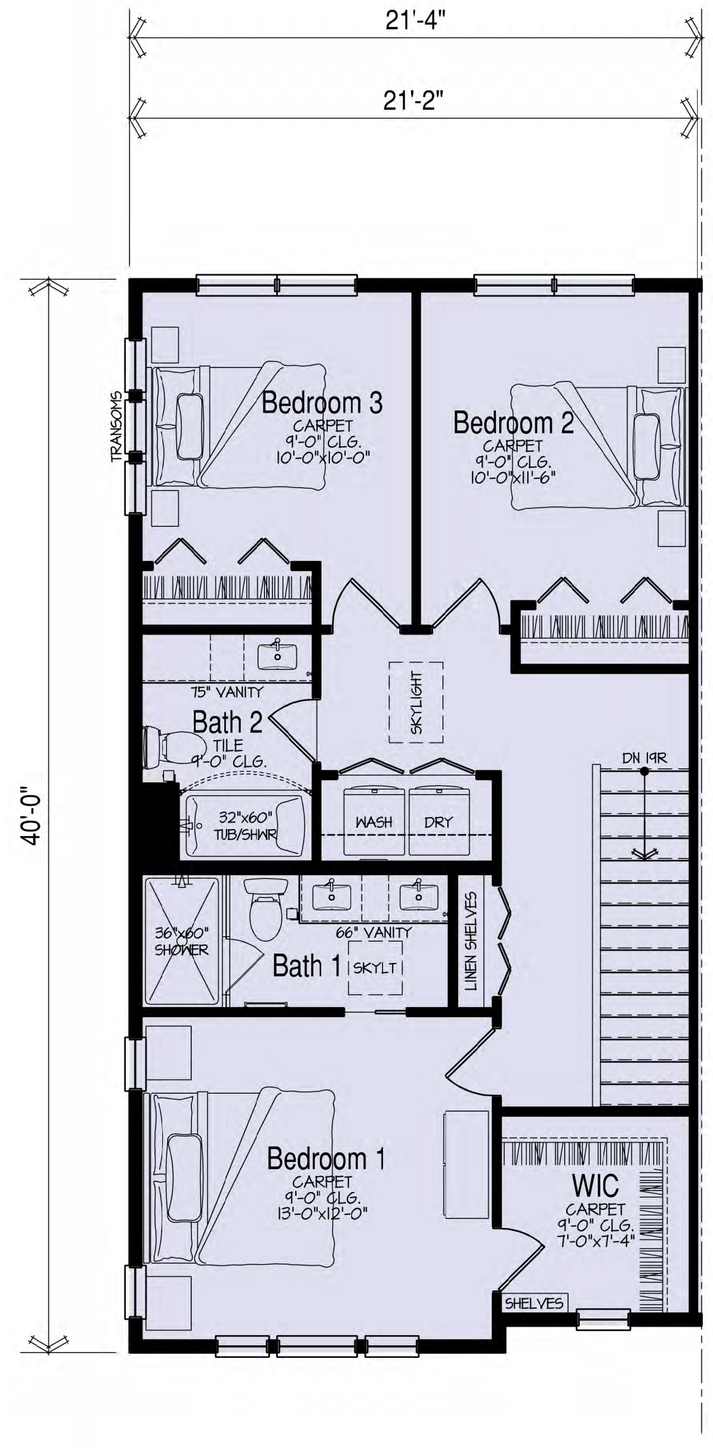
SCALE: 1/4"=1'-0"



803 SF

Main Floor Plan

SCALE: 1/4"=1'-0"



846 SF

Upper Floor Plan

SCALE: 1/4"=1'-0"

Plan B (End): 2014 SF (+438 SF Garage)
3-Story Rearload Townhome
3-BR / 2.5-BA / 2-Car Garage

PRELIMINARY DRAFT
SUBJECT TO CHANGE

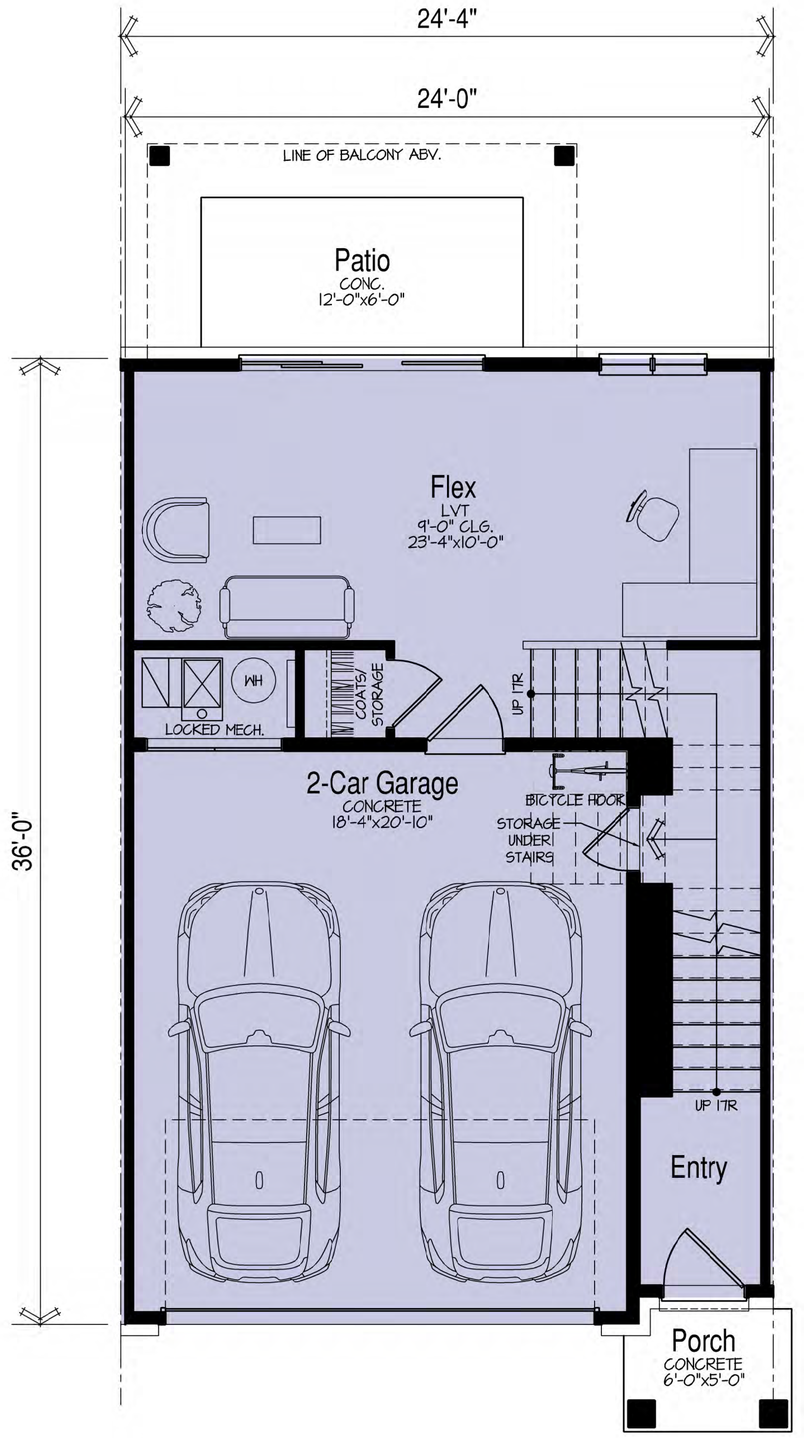
HABITAT
Chicago, IL

Highland Park Townhomes
Highland Park, IL

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October 29. 2025 | 25-0030

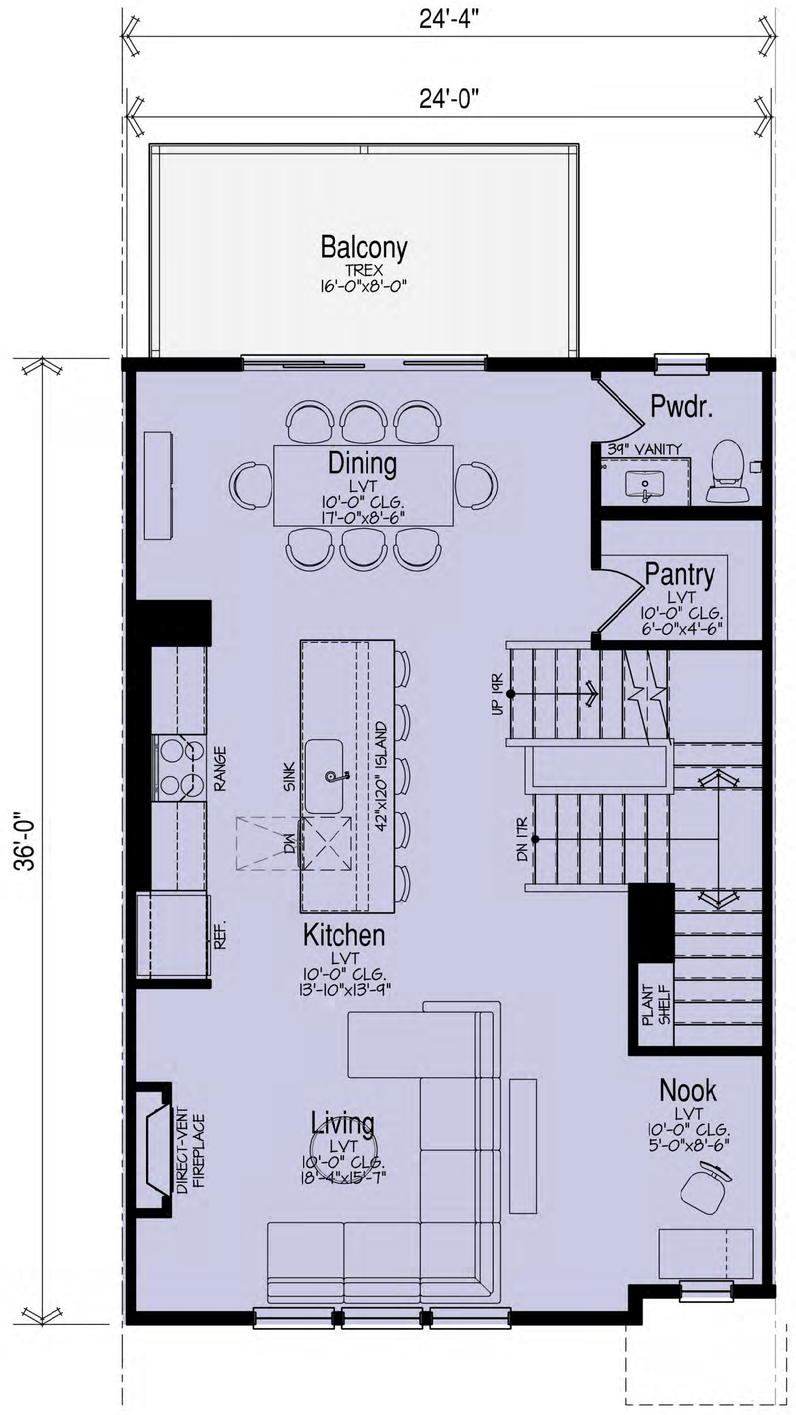
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467 SF

Lower Floor Plan

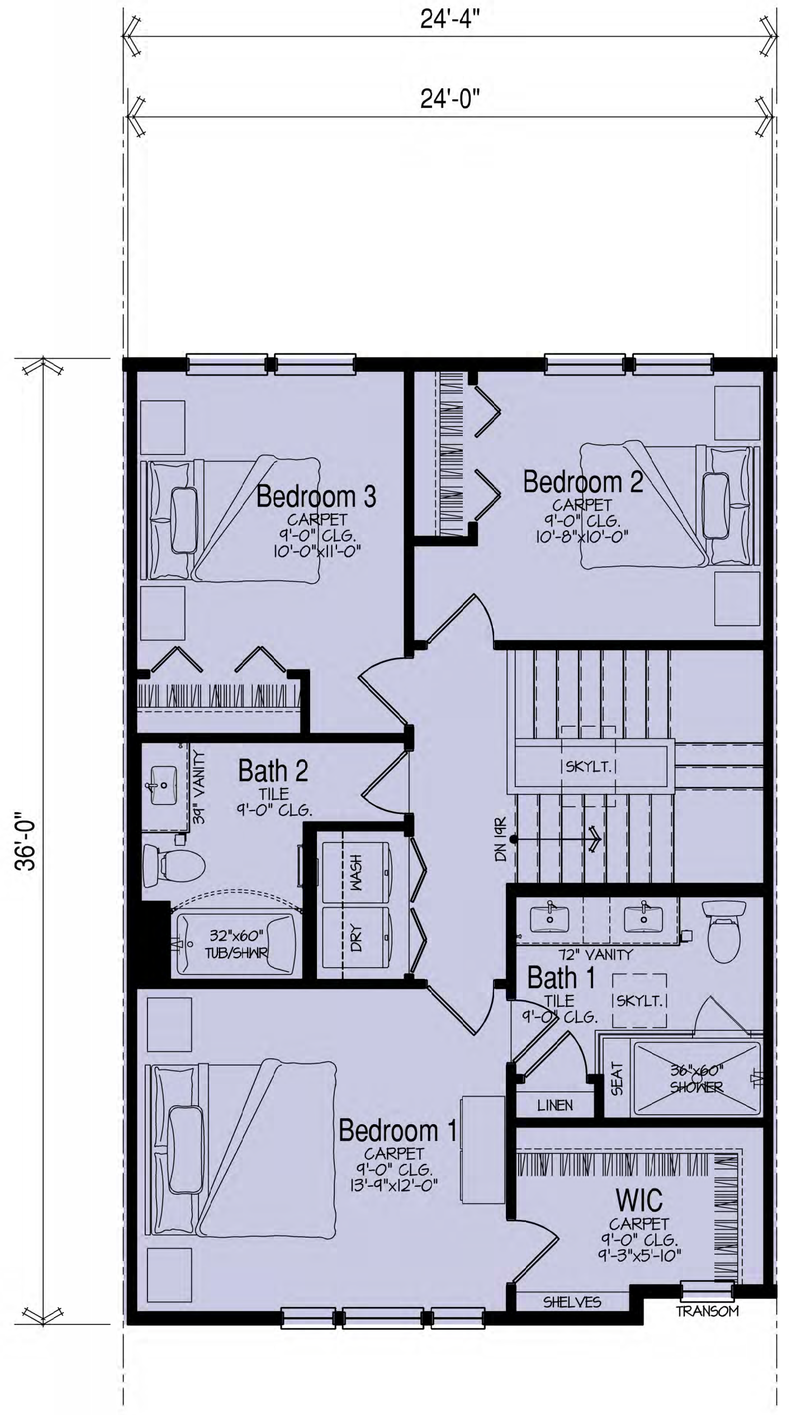
SCALE: 1/4"=1'-0"



871 SF

Main Floor Plan

SCALE: 1/4"=1'-0"



871 SF

Upper Floor Plan

SCALE: 1/4"=1'-0"

Plan C (Interior): 2209 (+404 SF Garage)
3-Story Frontload Townhome
3-BR / 2.5-BA / 2-Car Garage

HABITAT
Chicago, IL

PRELIMINARY DRAFT
SUBJECT TO CHANGE

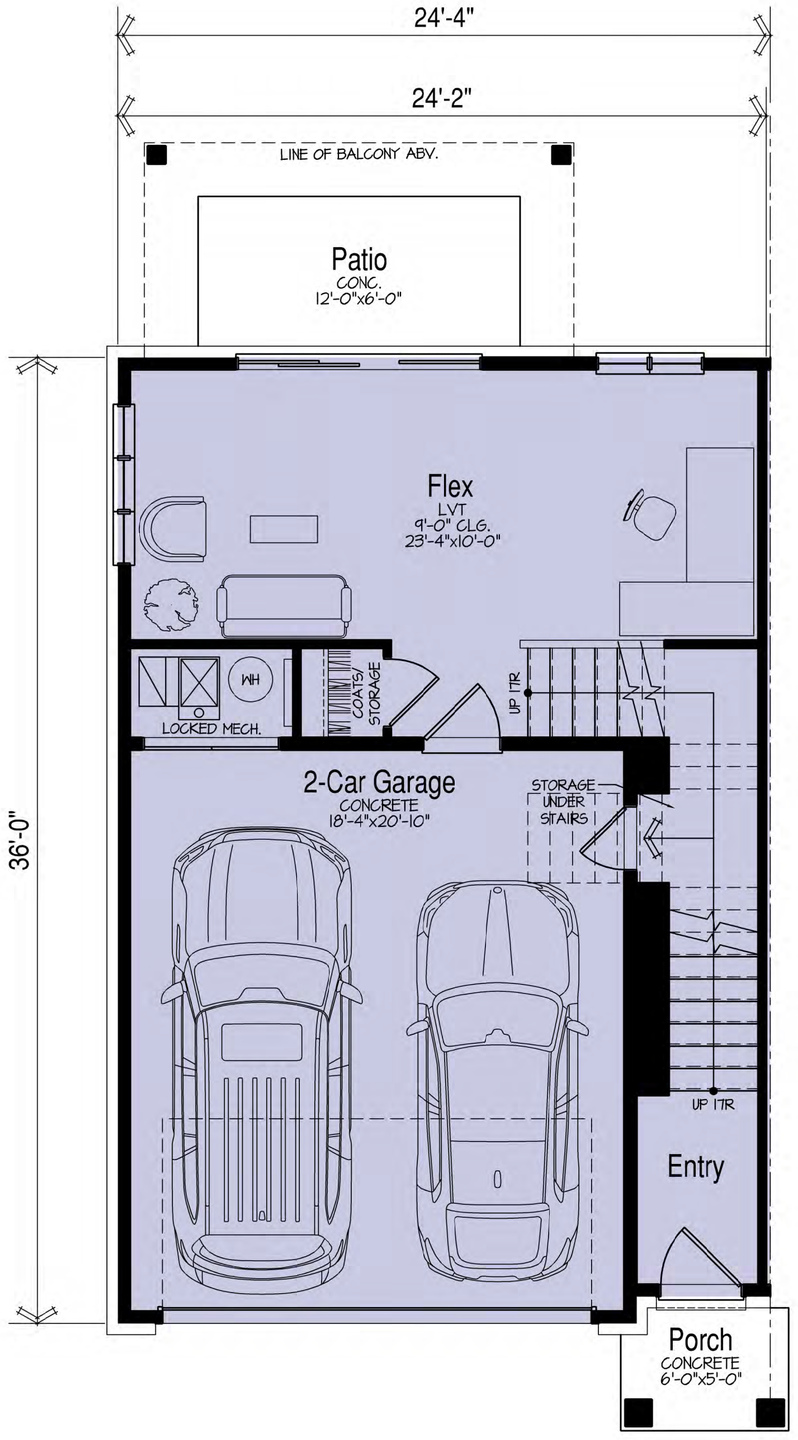
Highland Park Townhomes

Highland Park, IL

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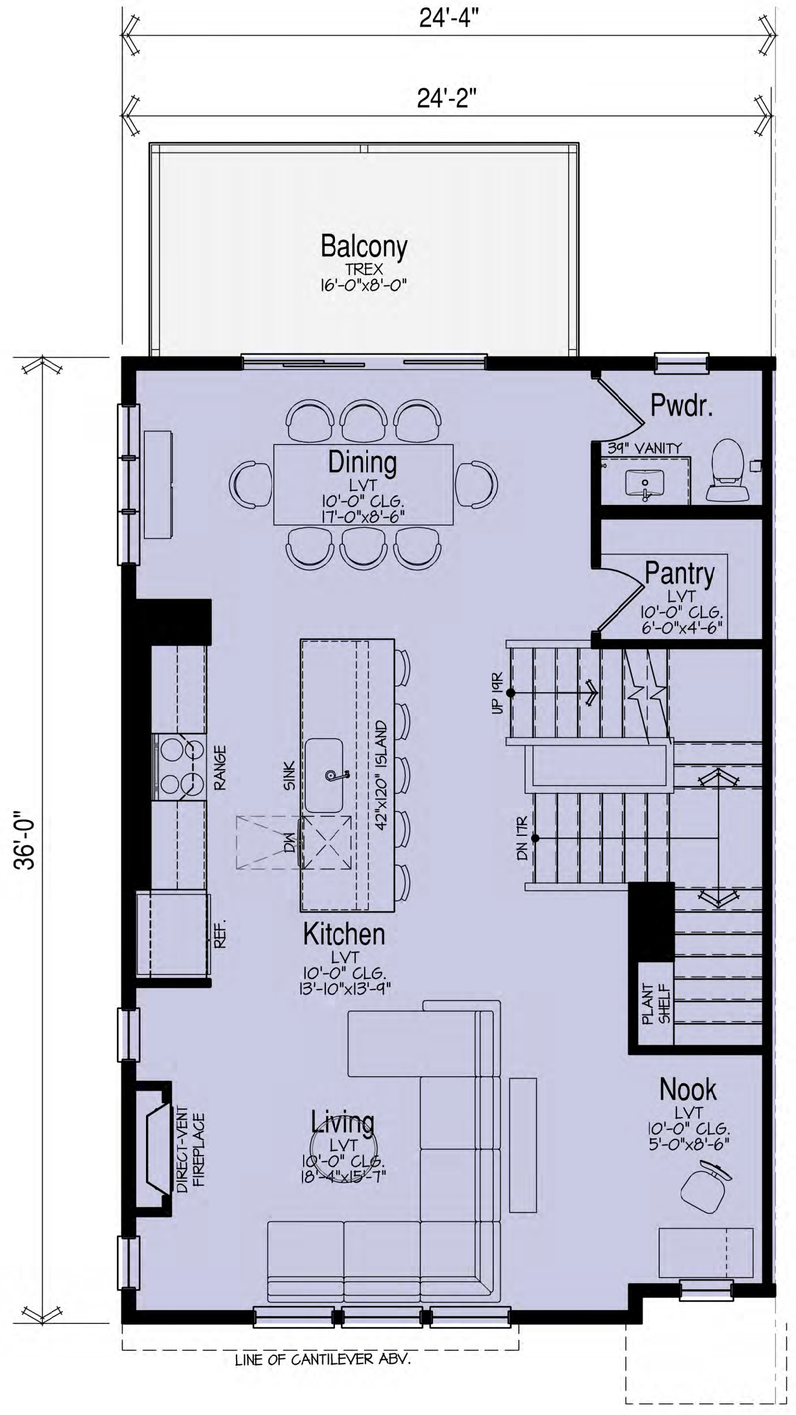
October 29. 2025 | 25-0030



467 SF

Lower Floor Plan

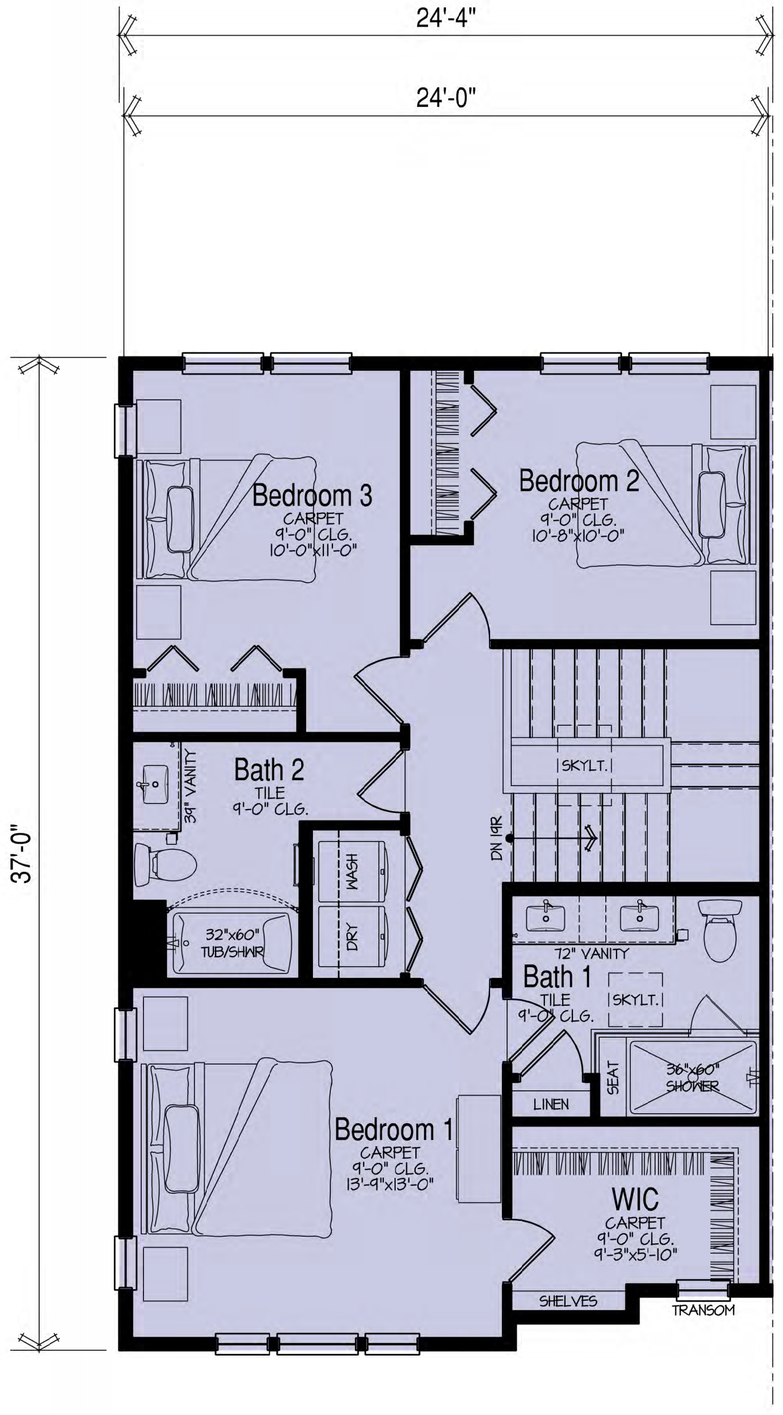
SCALE: 1/4"=1'-0"



871 SF

Main Floor Plan

SCALE: 1/4"=1'-0"



886 SF

Upper Floor Plan

SCALE: 1/4"=1'-0"

Plan C (End): 2224 (+404 SF Garage)
3-Story Frontload Townhome
3-BR / 2.5-BA / 2-Car Garage

PRELIMINARY DRAFT
SUBJECT TO CHANGE

HABITAT
Chicago, IL

Highland Park Townhomes
Highland Park, IL

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October 29. 2025 | 25-0030

EXHIBIT N

Tree Inventory Plan

The Habitat Company, LLC - Chicago, IL

Tree Inventory for Highland Park Townhomes - *Listing prepared by Dickson Design Studio, Inc.*

Revised 12/12/2025

Tree Types:

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
1	REMOVE	3		Key		Celtis occidentalis	Hackberry	8	3	3	trunk scar, slight sweep, double leader		
98	REMOVE	2	Protected			Populus deltoides	Cottonwood	11	4	4	one sided, slight sweep, minor deadwood, sparse foliage		Previous tag 871
99	REMOVE	0				Acer negundo	Boxelder Maple	7	3	4	excessive lean, suckering, double leader		
101	REMOVE	2	Protected			Gleditsia triacanthos	Honeylocust	8	2	3	vine infested, slight sweep		
102	REMOVE	2	Protected			Populus deltoides	Cottonwood	8	3	3	minor deadwood, twist in trunk		
103	REMOVE	-				Ulmus pumila	Siberian Elm	7	3	4	one sided, suckering, over-topped, double leader		
104	REMOVE	-				Ulmus americana	American Elm	7	3	4	minor deadwood, one sided, over-topped, slight sweep, double leader		
105	REMOVE	-				Ulmus americana	American Elm	6	3	4	over-topped, slight sweep, double leader		
106	REMOVE	2	Protected			Ulmus americana	American elm	11	3	4	slight sweep, double leader, weak crotch		
107	REMOVE	-				Populus deltoides	Cottonwood	7	2	3	minor deadwood, thin crown, twist in trunk		
108	REMOVE	-				Acer saccharinum	Silver Maple	6	2	4	one sided, twist in trunk		
109	PRESERVE	-				Ulmus americana	American Elm	6	3	4	sweep, suckering, over-topped		
110	PRESERVE	-				Acer saccharinum 'Laciniatum'	Cutleaf Silver Maple	8	3	4	one sided, double leader		
111	REMOVE	0				Ulmus americana	American elm	7	6	4			Dead
113	PRESERVE	-	Protected			Ulmus americana	American elm	8	3	4	overtopped, slight sweep, double leader, crossing branches		
114	PRESERVE	-				Ulmus pumila	Siberian elm	6	3	4	one sided, minor deadwood		
115	PRESERVE	-				Celtis occidentalis	Hackberry	7	3	4	one sided, twist in trunk, multiple leaders		

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
119	REMOVE	2	Protected			Morus alba	Mulberry	8	3	4	over-topped, vine infested, slight sweep, double leader		
120	REMOVE	3		Key		Juglans nigra	Black Walnut	11	2	3	slight lean, twist in trunk		
121	REMOVE	2	Protected			Malus spp.	Crabapple	8	2	3	weak crotch, double leader		
122	REMOVE	-				Ulmus americana	American Elm	7	4	5	suckering, damaged leader, pruned for side wires		
124	PRESERVE	-	Protected			Gleditsia triacanthos	Honeylocust	17	2	3	one sided, double leader, minor deadwood, multiple leaders		Previous tag 934
125	PRESERVE	-				Crataegus crus-galli	Cockspur Hawthorn	6	3	3	minor deadwood, weak crotch, suckering		
126	REMOVE	2	Protected			Populus deltoides	Cottonwood	9	3	4	minor deadwood, thin crown, slight lean, twist in trunk		
127	PRESERVE	-				Crataegus crus-galli	Cockspur Hawthorn	5	3	4	weak crotch, suckering, over-topped		
129	PRESERVE	-		Key		Quercus bicolor	Swamp White Oak	9	2	3	twist in trunk, double leader		
130	PRESERVE	-		Key		Celtis occidentalis	Hackberry	8	3	3	multiple leaders, witches broom		
131	PRESERVE	-				Malus spp.	Crabapple	6	3	3	suckering, slight sweep		
132	PRESERVE	-				Crataegus crus-galli	Cockspur Hawthorn	6	3	4	over-topped, slight sweep		
134	PRESERVE	-				Ulmus americana	American Elm	6	3	4	minor deadwood, one sided, over-topped, double leader		
137	REMOVE	0				Crataegus spp.	Hawthorn	5	3	3	minor deadwood, weak crotch		
138	REMOVE	0				Crataegus spp.	Hawthorn	4	5	3	Minor deadwood, sparse foliage, dieback	Cedar Hawthorn Rust	
139	PRESERVE	-				Ulmus americana	American Elm	7	3	4	minor deadwood, suckering, over-topped, twist in trunk		
140	PRESERVE	-	Protected			Ulmus americana	American Elm	9	3	4	over-topped, slight sweep, double leader		
144	PRESERVE	-	Protected			Ulmus americana	American Elm	9	3	4	over-topped, slight sweep, double leader		

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
145	PRESERVE	-				Ulmus americana	American Elm	6	3	4	over-topped, slight sweep, double leader		
147	REMOVE	-				Crataegus spp.	Hawthorn	6	4	4	minor deadwood, decay, damaged leader, pruned for overhead wires		
148	REMOVE	-				Quercus alba	White Oak	7	2	3	one sided, slight lean		
149	REMOVE	-				Ulmus americana	American Elm	6	4	5	sparse foliage, damaged leader, pruned for side wires		
150	REMOVE	2	Protected			Ulmus americana	American Elm	9	3	3	minor deadwood, slight lean, multiple leaders		
152	PRESERVE	-				Ulmus americana	American Elm	6	3	3	slight lean, pruned for side wires		
153	REMOVE	2	Protected			Gleditsia triacanthos	Honeylocust	9	3	3	multiple leaders		
155	REMOVE	0				Crataegus crus-galli	Cockspur Hawthorn	6	3	3	weak crotch, suckering		
156	REMOVE	0				Celtis occidentalis	Hackberry	7	3	3			
158	REMOVE	0				Gleditsia triacanthos	Honeylocust	6	3	3	witches-broom, slight sweep, multiple leaders		
159	REMOVE	0				Gleditsia triacanthos	Honeylocust	6	4	3	dieback, damaged leader, minor deadwood		
160	REMOVE	3		Key		Celtis occidentalis	Hackberry	8	3	3			
161	REMOVE	0				Gleditsia triacanthos	Honeylocust	6	3	3	witches-broom, damaged leader		
162	REMOVE	0				Gleditsia triacanthos	Honeylocust	7.75	3	3	multiple leaders, witches broom		
163	REMOVE	0				Gleditsia triacanthos	Honeylocust	6	4	3	trunk scar, decay, multiple leaders		
164	REMOVE	0				Gleditsia triacanthos	Honeylocust	6.75	4	3	trunk scar, decay, minor deadwood		
165	REMOVE	2	Protected			Ulmus pumila	Siberian Elm	21	4	3	minor deadwood, weak crotch, multiple leaders, dieback		Previous tag 1285
166	REMOVE	0				Acer negundo	Boxelder Maple	7	3	4	weak crotch, trunk scar, slight lean		

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
401	PRESERVE	-				Acer negundo	Boxelder Maple	10	5	5	excessive lean, split trunk, damaged leader		
402	PRESERVE	-	Protected			Populus deltoides	Cottonwood	13	3	4	weak crotch, vine infested, slight sweep, twist in trunk		
403	PRESERVE	-				Salix nigra	Black Willow	29	3	3	heavy deadwood, weak crotch, multiple leaders, suckering		
404	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	9	6	3		Emerald Ash Borer	Dead
405	PRESERVE	-	Protected			Populus deltoides	Cottonwood	17	3	3	minor deadwood, weak crotch, double leader		
406	PRESERVE	-				Salix nigra	Black Willow	11	6	3			Dead
407	PRESERVE	-	Protected			Populus deltoides	Cottonwood	16	2	3	minor deadwood, thin crown		
408	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	6	6	4		Emerald Ash Borer	Dead
409	PRESERVE	-	Protected			Ulmus americana	American Elm	10	3	4	over-topped, slight sweep		
410	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	13	6	3		Emerald Ash Borer	Dead
411	PRESERVE	-				Quercus alba	White Oak	11	4	5	one sided, damaged leader, epicormics, pruned for overhead wires		
412	PRESERVE	-				Quercus alba	White Oak	10	4	5	damaged leader, epicormics, twist in trunk, pruned for overhead wires		

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
413	PRESERVE	-		Key		Quercus bicolor	Swamp White Oak	15	3	3	minor deadwood, one sided, suckering, epicormics		
415	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	7	6	3		Emerald Ash Borer	Dead
416	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	7	6	3		Emerald Ash Borer	Dead
417	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	6	6	4		Emerald Ash Borer	Dead
418	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	12	6	4		Emerald Ash Borer	Dead
419	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	7	6	4		Emerald Ash Borer	Dead
420	PRESERVE	-				Quercus bicolor	Swamp White Oak	7	2	4	over-topped, twist in trunk, epicormics		
421	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	17	6	3		Emerald Ash Borer	Dead
422	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	7	6	4		Emerald Ash Borer	Dead
423	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	10	6	3		Emerald Ash Borer	Dead
424	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	9	6	4		Emerald Ash Borer	Dead
425	PRESERVE	-		Key		Quercus bicolor	Swamp White Oak	9	3	4	one sided, twist in trunk, pruned for overhead wires		

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
426	PRESERVE	-		Key		Quercus bicolor	Swamp White Oak	8	3	4	overhead wires		Dead
430	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	6	6	4		Emerald Ash Borer	Dead
431	PRESERVE	-	Protected			Populus deltoides	Cottonwood	22	3	4	heavy deadwood, weak crotch, slight lean, twist in trunk, double leader, trunk scar		
432	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	7	6	4		Emerald Ash Borer	Dead
433	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	6	6	4		Emerald Ash Borer	Dead
436	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	12	6	4		Emerald Ash Borer	Dead
438	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	14	6	3		Emerald Ash Borer	Dead
440	PRESERVE	-	Protected			Populus deltoides	Cottonwood	23	3	4	minor deadwood, weak crotch, one sided, twist in trunk		
442	PRESERVE	-	Protected			Populus deltoides	Cottonwood	20	3	4	minor deadwood, weak crotch, trunk scar, one sided		
444	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	12	6	3		Emerald Ash Borer	Dead
446	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	12	6	4		Emerald Ash Borer	Dead
449	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	7	6	4		Emerald Ash Borer	Dead

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
452	PRESERVE	-				Ulmus americana	American Elm	11	4	4	one sided, suckering, over-topped, slight sweep, pruned for side wires, double leader		
455	PRESERVE	-	Protected			Fraxinus pennsylvanica	Green Ash	16	3	3	suckering, multiple leaders	Emerald Ash Borer	
456	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	14	6	4	side wires	Emerald Ash Borer	Dead
457	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	15	6	4	side wires	Emerald Ash Borer	Dead
458	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	13	3	4	one sided, epicormics, pruned for side wires, double leader, slight sweep		
459	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	9	6	3		Emerald Ash Borer	Dead
460	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	11	3	3	one sided, epicormics, slight sweep, pruned for side wires		
462	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	10	6	3	vine infested	Emerald Ash Borer	Dead
463	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	9	3	3	minor deadwood, thin crown, epicormics		
464	PRESERVE	-				Quercus macrocarpa	Bur Oak	9	4	4	epicormics, vine infested, pruned for side wires, minor deadwood, weak crotch, slight sweep, double leader		
465	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	15	3	4	minor deadwood, one sided, epicormics, slight sweep, pruned for side wires		
466	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	17	6	3		Emerald Ash Borer	Dead

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
467	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	10	6	4		Emerald Ash Borer	Dead
468	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	11	6	4		Emerald Ash Borer	Dead
469	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	8	2	4	over-topped, epicormics, slight sweep		
480	REMOVE	-				Fraxinus pennsylvanica	Green Ash	7	6	4		Emerald Ash Borer	Dead
481	REMOVE	-				Fraxinus pennsylvanica	Green Ash	12	6	3		Emerald Ash Borer	Dead
482	REMOVE	-				Fraxinus pennsylvanica	Green Ash	11	6	3	side wires	Emerald Ash Borer	Dead
483	REMOVE	-				Fraxinus pennsylvanica	Green Ash	9	6	4	side wires	Emerald Ash Borer	Dead
484	REMOVE	-				Fraxinus pennsylvanica	Green Ash	9	6	4		Emerald Ash Borer	Dead
485	REMOVE	-				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead
486	REMOVE	-				Fraxinus pennsylvanica	Green Ash	14	6	3	side wires	Emerald Ash Borer	Dead
487	REMOVE	-				Fraxinus pennsylvanica	Green Ash	11	6	3		Emerald Ash Borer	Dead
489	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	14	6	4		Emerald Ash Borer	Dead

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
490	REMOVE	-				Fraxinus pennsylvanica	Green Ash	12	6	3		Emerald Ash Borer	Dead
491	REMOVE	-				Fraxinus pennsylvanica	Green Ash	9	6	4		Emerald Ash Borer	Dead
492	REMOVE	-				Fraxinus pennsylvanica	Green Ash	10	6	4	side wires	Emerald Ash Borer	Dead
493	REMOVE	-				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead
494	REMOVE	-				Fraxinus pennsylvanica	Green Ash	7	6	4	side wires	Emerald Ash Borer	Dead
495	PRESERVE	-	Protected			Tilia americana	Basswood	11	3	4	one sided, suckering		
496	REMOVE	-				Fraxinus pennsylvanica	Green Ash	10	6	4		Emerald Ash Borer	Dead
497	PRESERVE	-	Protected			Tilia americana	Basswood	9	3	5	suckering, damaged leader, pruned for overhead wires		
498	PRESERVE	-	Protected			Tilia americana	Basswood	11	3	4	suckering, damaged leader, thin crown, pruned for overhead wires (5), one sided		
499	PRESERVE	-	Protected			Tilia americana	Basswood	11	2	3	thin crown, twist in trunk, one sided, trunk scar		
500	PRESERVE	-				Tilia americana	Basswood	6	2	4	one sided, slight sweep, multiple leaders, minor deadwood		
501	PRESERVE	-	Protected			Tilia americana	Basswood	11	2	3	one sided, pruned for side wires, weak crotch, slight sweep, double leader		

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
502	PRESERVE	-	Protected			Tilia americana	Basswood	18	3	4	minor deadwood, slight sweep, multiple leaders		
503	PRESERVE	-	Protected			Tilia americana	Basswood	8	3	4	one sided, over-topped, slight sweep		
504	PRESERVE	-	Protected			Tilia americana	Basswood	10	3	4	trunk scar, one sided, twist in trunk	Canker	
505	PRESERVE	-	Protected			Tilia americana	Basswood	10	3	4	one sided, twist in trunk		
507	PRESERVE	-	Protected			Ulmus americana	American Elm	10	3	4	sweep, over-topped, minor deadwood		
508	REMOVE	-				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead
511	REMOVE	-				Fraxinus pennsylvanica	Green Ash	13	6	3		Emerald Ash Borer	Dead
512	REMOVE	-				Fraxinus pennsylvanica	Green Ash	13	6	4		Emerald Ash Borer	Dead
513	REMOVE	-				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead
514	REMOVE	-				Fraxinus pennsylvanica	Green Ash	7	6	5		Emerald Ash Borer	Dead
515	REMOVE	-				Fraxinus pennsylvanica	Green Ash	6	6	4		Emerald Ash Borer	Dead
517	REMOVE	-				Fraxinus pennsylvanica	Green Ash	10	6	3		Emerald Ash Borer	Dead

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
518	REMOVE	-				Fraxinus pennsylvanica	Green Ash	6	6	4		Emerald Ash Borer	Dead
520	REMOVE	-				Fraxinus pennsylvanica	Green Ash	9	6	4		Emerald Ash Borer	Dead
522	REMOVE	-				Fraxinus pennsylvanica	Green Ash	7	6	4		Emerald Ash Borer	Dead
524	REMOVE	-				Fraxinus pennsylvanica	Green Ash	10	6	3		Emerald Ash Borer	Dead
525	REMOVE	-				Fraxinus pennsylvanica	Green Ash	9	6	4		Emerald Ash Borer	Dead
527	REMOVE	-				Fraxinus pennsylvanica	Green Ash	14	6	3		Emerald Ash Borer	Dead
528	REMOVE	-				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead
532	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	10	6	3		Emerald Ash Borer	Dead
533	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	10	6	4		Emerald Ash Borer	Dead
534	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	10	6	4		Emerald Ash Borer	Dead
535	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	7	6	4		Emerald Ash Borer	Dead
536	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	14	6	3		Emerald Ash Borer	Dead

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
537	PRESERVE	-	Protected			Ulmus americana	American Elm	16	3	4	over-topped, twist in trunk, double leader		
544	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	10	6	4		Emerald Ash Borer	Dead
546	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	13	6	3		Emerald Ash Borer	Dead
547	PRESERVE	-				Pinus strobus	Eastern White Pine	7	4	3	trunk scar, over-topped, twist in trunk, sparse foliage		
548	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	10	6	4		Emerald Ash Borer	Dead
549	PRESERVE	-				Pinus strobus	Eastern White Pine	7	3	4	one sided, over-topped, slight sweep		
550	PRESERVE	-		Key		Pinus strobus	Eastern White Pine	9	3	4	thin crown, slight lean, one sided		
551	PRESERVE	-		Key		Pinus strobus	Eastern White Pine	9	3	3	one sided, limbed up, minor deadwood		
552	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	7	6	4		Emerald Ash Borer	Dead
553	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	9	6	3		Emerald Ash Borer	Dead
554	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead
555	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
556	PRESERVE	-	Protected			Populus deltoides	Cottonwood	22	3	3	minor deadwood, twist in trunk, multiple leaders		
557	PRESERVE	-	Protected			Populus deltoides	Cottonwood	15	3	4	one sided, sweep, over-topped		
558	PRESERVE	-	Protected			Populus deltoides	Cottonwood	18	3	4	heavy deadwood, dieback, slight sweep, double leader		
559	PRESERVE	-	Protected			Populus deltoides	Cottonwood	20	3	4	weak crotch, slight lean, multiple leaders		
561	PRESERVE	-				Populus deltoides	Cottonwood	10	6	5			Dead
562	PRESERVE	-	Protected			Populus deltoides	Cottonwood	29	3	4	minor deadwood, one sided, slight lean, multiple leaders		
563	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead
564	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	9	6	4		Emerald Ash Borer	Dead
565	PRESERVE	-	Protected			Acer negundo	Boxelder Maple	14	3	4	weak crotch, slight lean, double leader, minor deadwood, suckering		
566	PRESERVE	-	Protected			Acer negundo	Boxelder Maple	12	3	4	vine infested, slight lean, twist in trunk, weak crotch		
567	PRESERVE	-	Protected			Acer negundo	Boxelder Maple	16	3	4	slight lean, multiple leaders, decay, minor deadwood, suckering		
569	PRESERVE	-	Protected			Acer negundo	Boxelder Maple	11	3	4	minor deadwood, weak crotch, slight lean, suckering		

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
570	PRESERVE	-	Protected			Acer negundo	Boxelder Maple	9	3	4	minor deadwood, weak crotch, thin crown, slight sweep, suckering		
571	PRESERVE	-	Protected			Populus deltoides	Cottonwood	13	3	4	minor deadwood, slight lean, twist in trunk		
572	PRESERVE	-	Protected			Acer saccharinum	Silver Maple	9	3	4	over-topped, vine infested, slight lean, slight sweep, double leader		
573	PRESERVE	-	Protected			Populus deltoides	Cottonwood	14	3	3	minor deadwood, twist in trunk, multiple leaders		
575	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	6	6	3		Emerald Ash Borer	Dead
576	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	6	6	3		Emerald Ash Borer	Dead
577	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	6	6	3		Emerald Ash Borer	Dead
580	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	7	6	4		Emerald Ash Borer	Dead
582	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	15	6	3		Emerald Ash Borer	Dead
589	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	8	6	3		Emerald Ash Borer	Dead
590	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead
594	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	13	6	4		Emerald Ash Borer	Dead

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
595	PRESERVE	-				Populus deltoides	Cottonwood	12	4	4	minor deadwood, thin crown, twist in trunk, trunk scar, crossing branches		
596	PRESERVE	-				Acer negundo	Boxelder Maple	9	4	4	minor deadwood, sweep, suckering, over-topped, basal decay, decay		
597	PRESERVE	-	Protected			Populus deltoides	Cottonwood	16	3	4	minor deadwood, slight lean, slight sweep		
598	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	12	6	4		Emerald Ash Borer	Dead
599	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	11	6	3		Emerald Ash Borer	Dead
600	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	12	6	3		Emerald Ash Borer	Dead
601	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	9	3	3	one sided, epicormics, minor deadwood		
602	PRESERVE	-	Protected			Populus deltoides	Cottonwood	13	3	3	minor deadwood, thin crown		
603	PRESERVE	-	Protected			Populus deltoides	Cottonwood	13	3	4	one sided, slight lean, twist in trunk		
604	PRESERVE	-	Protected			Populus deltoides	Cottonwood	13	3	4	minor deadwood, one sided, slight lean, twist in trunk, trunk scar		
605	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	8	6	2		Emerald Ash Borer	Dead
606	PRESERVE	-	Protected			Populus deltoides	Cottonwood	16	3	3	minor deadwood, double leader		

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
607	PRESERVE	-	Protected			Populus deltoides	Cottonwood	13	3	4	heavy deadwood, weak crotch, slight sweep, multiple leaders		
608	REMOVE	-				Populus deltoides	Cottonwood	9	6	6			Dead, fallen
609	PRESERVE	-	Protected			Populus deltoides	Cottonwood	10	3	3	minor deadwood, twist in trunk, vine infested		
610	PRESERVE	-	Protected			Populus deltoides	Cottonwood	24	3	4	broken limbs, slight sweep, minor deadwood		
611	PRESERVE	-	Protected			Populus deltoides	Cottonwood	19	3	3	minor deadwood, weak crotch, multiple leaders		
613	REMOVE	-				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead
614	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead
615	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	10	6	4		Emerald Ash Borer	Dead
616	PRESERVE	-	Protected			Ulmus pumila	Siberian Elm	13	3	3	minor deadwood, basal scar, double leader		
617	PRESERVE	-				Ulmus pumila	Siberian Elm	9	4	4	minor deadwood, vine infested, slight sweep, one sided		
619	PRESERVE	-	Protected			Tilia americana	Basswood	15	3	4	one sided, sweep, over-topped, damaged leader, basal scar		
620	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	11	6	3		Emerald Ash Borer	Dead

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
623	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	11	6	4		Emerald Ash Borer	Dead
624	PRESERVE	-	Protected			Tilia americana	Basswood	12	3	3	minor deadwood, suckering, double leader		
625	REMOVE	-				Ulmus americana	American Elm	12	6	3			Dead
626	PRESERVE	-				Ulmus americana	American Elm	8	4	4	overhead wires		
627	REMOVE	-				Ulmus americana	American Elm	13	6	4			Dead
628	REMOVE	-				Ulmus americana	American Elm	9	6	4	side wires		Dead
629	REMOVE	-				Ulmus americana	American Elm	8	6	3			Dead
630	REMOVE	-				Ulmus americana	American Elm	11	6	4			Dead
631	REMOVE	2	Protected			Populus deltoides	Cottonwood	15	3	4	minor deadwood, one sided, twist in trunk, double leader, pruned for side wires		
632	REMOVE	2	Protected			Populus deltoides	Cottonwood	14	3	3	minor deadwood, multiple leaders		
633	REMOVE	2	Protected			Ulmus americana	American Elm	12	3	4	weak crotch, over-topped, slight sweep, minor deadwood		
634	PRESERVE	-				Salix nigra	Black Willow	22	5	4	heavy deadwood, weak crotch, suckering, dieback, decay		
635	REMOVE	2	Protected			Populus deltoides	Cottonwood	14	3	4	slight sweep, double leader, one sided		
636	REMOVE	-				Ulmus americana	American Elm	8	6	4	sweep, over-topped		Dead

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
637	REMOVE	2	Protected			Populus deltoides	Cottonwood	21	3	4	broken limbs, slight sweep, minor deadwood		
639	REMOVE	2	Protected			Populus deltoides	Cottonwood	15	3	3	minor deadwood, double leader		
640	REMOVE	-				Acer negundo	Boxelder Maple	8	4	4	minor deadwood, sweep, over-topped, double leader		
641	PRESERVE	-	Protected			Robinia pseudoacacia	Black Locust	9	2	4	weak crotch, one sided, over-topped, slight sweep		
643	REMOVE	2	Protected			Morus alba	Mulberry	8	3	4	minor deadwood, slight lean, double leader, one sided		
644	REMOVE	2	Protected			Populus deltoides	Cottonwood	19	3	4	weak crotch, one sided, slight sweep, double leader, minor deadwood		
645	REMOVE	2	Protected			Populus deltoides	Cottonwood	16	3	4	minor deadwood, slight lean, twist in trunk		
646	PRESERVE	-				Populus deltoides	Cottonwood	6	5	4	suckering, thin crown, slight sweep, minor deadwood, sparse foliage		
647	REMOVE	2	Protected			Robinia pseudoacacia	Black Locust	11	3	4	minor deadwood, slight sweep		
648	REMOVE	2	Protected			Robinia pseudoacacia	Black Locust	10	3	4	weak crotch, over-topped, slight lean, slight sweep, heavy deadwood		
649	REMOVE	2	Protected			Robinia pseudoacacia	Black Locust	9	3	4	minor deadwood, one sided, over-topped, slight lean, twist in trunk		
650	REMOVE	2	Protected			Populus deltoides	Cottonwood	17	3	4	slight sweep, minor deadwood		
651	REMOVE	2	Protected			Populus deltoides	Cottonwood	11	3	4	one sided, slight lean, double leader, over-topped, sweep		
653	REMOVE	2	Protected			Populus deltoides	Cottonwood	21	3	3	slight lean, twist in trunk, multiple leaders		
654	REMOVE	2	Protected			Robinia pseudoacacia	Black Locust	9	2	4	slight lean, twist in trunk		
655	REMOVE	2	Protected			Populus deltoides	Cottonwood	20	3	4	minor deadwood, one sided, slight lean, twist in trunk, multiple leaders		
656	REMOVE	-				Robinia pseudoacacia	Black Locust	7	5	4	minor deadwood, over-topped, thin crown, slight sweep, sparse foliage, decay		

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
657	REMOVE	-				Robinia pseudoacacia	Black Locust	7	5	4	minor deadwood, weak crotch, one sided, over-topped, sparse foliage, dieback		
658	REMOVE	2	Protected			Robinia pseudoacacia	Black Locust	9	3	4	trunk scar, sweep, excessive lean, growing hori ontally		
659	REMOVE	2	Protected			Morus alba	Mulberry	8	3	4	slight sweep, twist in trunk		
660	REMOVE	-				Robinia pseudoacacia	Black Locust	7	3	4	one sided, over-topped, slight lean, slight sweep, double leader, crossing branches		
661	REMOVE	2	Protected			Populus deltoides	Cottonwood	22	2	3	multiple leaders, minor deadwood		
662	REMOVE	-				Robinia pseudoacacia	Black Locust	7	3	4	over-topped, slight sweep, one sided, minor deadwood		
663	REMOVE	-				Robinia pseudoacacia	Black Locust	7	3	4	one sided, over-topped, slight lean, minor deadwood		
665	REMOVE	-				Robinia pseudoacacia	Black Locust	7	3	4	minor deadwood, over-topped, twist in trunk		
666	REMOVE	2	Protected			Populus deltoides	Cottonwood	26	3	3	minor deadwood, weak crotch, multiple leaders		
667	REMOVE	2	Protected			Robinia pseudoacacia	Black Locust	9	3	4	minor deadwood, slight lean, twist in trunk, one sided		
668	REMOVE	2	Protected			Robinia pseudoacacia	Black Locust	8	3	4	one sided, slight lean, twist in trunk, minor deadwood		
669	REMOVE	2	Protected			Robinia pseudoacacia	Black Locust	9	3	4	minor deadwood, trunk scar, one sided, slight lean, twist in trunk		
673	REMOVE	-				Robinia pseudoacacia	Black Locust	10	4	3	weak crotch, vine infested, twist in trunk, minor deadwood, split trunk		
674	REMOVE	2	Protected			Robinia pseudoacacia	Black Locust	10	2	4	one sided, twist in trunk, vine infested, minor deadwood		
675	PRESERVE	-	Protected			Populus deltoides	Cottonwood	19	3	4	minor deadwood, suckering, multiple leaders, slight lean		Forked at 6
676	PRESERVE	-	Protected			Populus deltoides	Cottonwood	16	3	3	minor deadwood, weak crotch, double leader		
678	PRESERVE	-	Protected			Populus deltoides	Cottonwood	9	3	4	minor deadwood, thin crown, slight lean		
679	PRESERVE	-	Protected			Populus deltoides	Cottonwood	16	3	3	minor deadwood, one sided, slight lean		

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
680	PRESERVE	-	Protected			Populus deltoides	Cottonwood	15	3	4	minor deadwood, slight lean, one sided		
685	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	7	6	4		Emerald Ash Borer	Dead
686	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	7	6	4		Emerald Ash Borer	Dead
687	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	8	2	3	twist in trunk, one sided		
689	PRESERVE	-				Populus deltoides	Cottonwood	8	4	4	minor deadwood, thin crown, slight sweep, sparse foliage		
691	REMOVE	-				Fraxinus pennsylvanica	Green Ash	6	6	4	one sided, vine infested, twist in trunk	Emerald Ash Borer	Dead
692	PRESERVE	-	Protected			Tilia americana	Basswood	8	3	4	basal scar, one sided, over-topped, twist in trunk		
693	PRESERVE	-	Protected			Tilia americana	Basswood	8	3	3	multiple leaders, slight sweep		
694	PRESERVE	-	Protected			Tilia americana	Basswood	8	3	4	one sided, suckering, slight sweep	Canker	
696	PRESERVE	-	Protected			Tilia americana	Basswood	8	3	3	basal scar, thin crown		
697	PRESERVE	-	Protected			Tilia americana	Basswood	8	3	3	suckering, thin crown		
698	PRESERVE	-	Protected			Tilia americana	Basswood	8	3	3	suckering, thin crown, double leader		
699	REMOVE	-				Fraxinus pennsylvanica	Green Ash	7	6	3		Emerald Ash Borer	Dead
700	PRESERVE	-				Tilia americana	Basswood	7	3	4	weak crotch, one sided, suckering, thin crown		
701	PRESERVE	-				Ulmus americana	American Elm	6	6	4			Dead
702	PRESERVE	-	Protected			Tilia americana	Basswood	8	3	5	suckering, damaged leader, pruned for overhead wires		
704	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	6	6	4		Emerald Ash Borer	Dead
705	PRESERVE	-	Protected			Tilia americana	Basswood	9	3	3	one sided, double leader, suckering		

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
706	PRESERVE	-	Protected			Gleditsia triacanthos	Honeylocust	10	3	3	minor deadwood, one sided, double leader		
707	REMOVE	-				Populus deltoides	Cottonwood	8	4	4	minor deadwood, sweep, over-topped, sparse foliage		
709	PRESERVE	-	Protected			Morus alba	Mulberry	11	3	4	slight lean, twist in trunk, minor deadwood		
710	PRESERVE	-				Acer negundo	Boxelder Maple	11	4	4	minor deadwood, excessive lean, weak crotch, suckering		
711	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	8	6	3		Emerald Ash Borer	Dead
712	PRESERVE	-	Protected			Morus alba	Mulberry	18	3	3	minor deadwood, weak crotch, one sided, multiple leaders		
723	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	10	6	3		Emerald Ash Borer	Dead
724	PRESERVE	-	Protected			Populus deltoides	Cottonwood	12	3	4	one sided, twist in trunk, double leader		
725	PRESERVE	-				Populus deltoides	Cottonwood	10	4	4	thin crown, slight sweep, minor deadwood		
726	PRESERVE	-	Protected			Populus deltoides	Cottonwood	20	3	3	minor deadwood, slight lean, twist in trunk, multiple leaders		
727	PRESERVE	-	Protected			Populus deltoides	Cottonwood	16	3	4	slight sweep, multiple leaders, minor deadwood		
730	PRESERVE	-	Protected			Acer negundo	Boxelder Maple	11	3	4	weak crotch, suckering, slight lean, double leader, one sided		
732	PRESERVE	-	Protected			Ulmus pumila	Siberian Elm	12	3	4	vine infested, slight lean, twist in trunk, multiple leaders, broken limbs		
733	PRESERVE	-				Fraxinus americana	White Ash	13	4	3	suckering, multiple leaders, minor deadwood, dieback	Emerald Ash Borer	
735	PRESERVE	-	Protected			Ulmus pumila	Siberian Elm	18	3	3	minor deadwood, weak crotch, multiple leaders		
736	PRESERVE	-	Protected			Acer negundo	Boxelder Maple	14	3	3	weak crotch, vine infested, multiple leaders, minor deadwood		
738	PRESERVE	-	Protected			Acer negundo	Boxelder Maple	9	3	5	minor deadwood, excessive lean, slight sweep		
743	PRESERVE	-				Populus deltoides	Cottonwood	9	5	4	minor deadwood, thin crown, twist in trunk, sparse foliage, heavy deadwood		

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
744	PRESERVE	-	Protected			Populus deltoides	Cottonwood	15	3	4	minor deadwood, one sided, slight lean, twist in trunk		
745	PRESERVE	-	Protected			Populus deltoides	Cottonwood	15	3	3	minor deadwood, one sided, double leader		
746	PRESERVE	-	Protected			Populus deltoides	Cottonwood	14	3	3	minor deadwood, sparse foliage, multiple leaders		
747	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	6	6	3		Emerald Ash Borer	Dead
748	PRESERVE	-				Acer negundo	Boxelder Maple	10	4	4	minor deadwood, suckering, slight lean, twist in trunk, multiple leaders, vine infested, dead tree caught in crown		
750	PRESERVE	-				Acer negundo	Boxelder Maple	10	4	4	minor deadwood, suckering, dieback, slight sweep, double leader, dead tree caught in crown		
751	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	8	6	3			Dead
752	PRESERVE	-				Salix nigra	Black Willow	13	4	4	minor deadwood, excessive lean, double leader, suckering, one sided		
753	PRESERVE	-				Acer negundo	Boxelder Maple	10	4	4	minor deadwood, suckering, thin crown, slight lean, double leader, one sided, decay		
754	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	9	6	3		Emerald Ash Borer	Dead
755	PRESERVE	-				Ulmus americana	American Elm	12	6	4			Dead
756	PRESERVE	-				Acer negundo	Boxelder Maple	12	4	4	basal scar, weak crotch, trunk scar, double leader, slight sweep		
757	PRESERVE	-				Acer negundo	Boxelder Maple	9	4	4	weak crotch, suckering, slight sweep, double leader, dieback, multiple leaders		
758	REMOVE	2	Protected			Morus alba	Mulberry	16	3	3	weak crotch, multiple leaders, vine infested, decay, minor deadwood		

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
759	REMOVE	-				Ulmus pumila	Siberian Elm	10	5	3	minor deadwood, weak crotch, multiple leaders, basal scar, dieback, sparse foliage		
760	PRESERVE	-	Protected			Populus deltoides	Cottonwood	22	3	3	minor deadwood, multiple leaders, vine infested		
761	PRESERVE	-				Populus deltoides	Cottonwood	9	4	4	minor deadwood, thin crown, slight lean, twist in trunk, sparse foliage		
762	PRESERVE	-	Protected			Populus deltoides	Cottonwood	12	3	4	one sided, thin crown, twist in trunk, double leader, minor deadwood		
763	PRESERVE	-	Protected			Populus deltoides	Cottonwood	12	3	4	thin crown, twist in trunk, double leader, one sided		
765	PRESERVE	-	Protected			Acer negundo	Boxelder Maple	9	3	4	minor deadwood, suckering, slight sweep, twist in trunk		
766	PRESERVE	-	Protected			Populus deltoides	Cottonwood	13	3	3	minor deadwood, thin crown, slight sweep		
767	PRESERVE	-	Protected			Ailanthus altissima	Tree-of-Heaven	8	2	3	twist in trunk, slight lean		
768	PRESERVE	-				Acer negundo	Boxelder Maple	8	4	4	minor deadwood, suckering, over-topped, slight sweep		
769	PRESERVE	-	Protected			Populus deltoides	Cottonwood	15	3	4	vine infested, twist in trunk, double leader, one sided		
770	PRESERVE	-	Protected			Acer negundo	Boxelder Maple	12	3	4	minor deadwood, over-topped, slight sweep		
771	PRESERVE	-	Protected			Populus deltoides	Cottonwood	15	3	3	minor deadwood, one sided, multiple leaders		
773	PRESERVE	-	Protected			Populus deltoides	Cottonwood	11	3	4	minor deadwood, thin crown, twist in trunk		
774	PRESERVE	-	Protected			Populus deltoides	Cottonwood	14	3	3	minor deadwood, twist in trunk, double leader		
775	PRESERVE	-	Protected			Populus deltoides	Cottonwood	19	3	3	minor deadwood, one sided, twist in trunk, double leader		
776	PRESERVE	-	Protected			Populus deltoides	Cottonwood	12	3	4	minor deadwood, one sided, slight sweep		
777	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	6	6	3		Emerald Ash Borer	Dead

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
779	PRESERVE	-	Protected			Populus deltoides	Cottonwood	15	3	3	minor deadwood, twist in trunk, double leader		
780	PRESERVE	-	Protected			Populus deltoides	Cottonwood	17	3	4	minor deadwood, one sided, slight sweep		
781	PRESERVE	-	Protected			Populus deltoides	Cottonwood	13	3	4	minor deadwood, one sided, slight sweep, over-topped		
786	PRESERVE	-	Protected			Populus deltoides	Cottonwood	12	3	4	thin crown, slight sweep		
787	PRESERVE	-	Protected			Populus deltoides	Cottonwood	17	3	4	minor deadwood, slight lean, double leader		
788	PRESERVE	-	Protected			Populus deltoides	Cottonwood	19	3	3	minor deadwood, slight lean		
789	PRESERVE	-	Protected			Populus deltoides	Cottonwood	18	3	4	minor deadwood, one sided, slight lean, slight sweep		
791	PRESERVE	-	Protected			Populus deltoides	Cottonwood	12	3	4	minor deadwood, excessive lean, twist in trunk, one sided		
792	PRESERVE	-	Protected			Populus deltoides	Cottonwood	12	3	4	minor deadwood, thin crown, slight sweep, one sided		
793	PRESERVE	-	Protected			Acer negundo	Boxelder Maple	18	3	4	weak crotch, double leader, one sided, minor deadwood, over-topped		
794	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	7	6	4		Emerald Ash Borer	Dead
795	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead
796	PRESERVE	-	Protected			Acer negundo	Boxelder Maple	11	3	4	weak crotch, suckering, vine infested, slight sweep		
797	PRESERVE	-	Protected			Acer negundo	Boxelder Maple	12	3	4	minor deadwood, vine infested, slight lean, multiple leaders		
798	PRESERVE	-				Ulmus pumila	Siberian Elm	9	5	4	weak crotch, vine infested, multiple leaders, minor deadwood, sparse foliage, dieback		
799	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	6	6	3	vine infested, twist in trunk	Emerald Ash Borer	Dead
800	PRESERVE	-	Protected			Acer negundo	Boxelder Maple	9	3	4	excessive lean, weak crotch, double leader, minor deadwood		

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
801	PRESERVE	-				Populus deltoides	Cottonwood	29	4	4	one sided, decay, damaged leader, twist in trunk, multiple leaders, trunk scar		
805	PRESERVE	-	Protected			Populus deltoides	Cottonwood	19	3	4	minor deadwood, slight sweep, multiple leaders, one sided		
806	PRESERVE	-	Protected			Populus deltoides	Cottonwood	19	3	4	slight lean, twist in trunk		
809	PRESERVE	-	Protected			Populus deltoides	Cottonwood	16	3	4	minor deadwood, basal scar, weak crotch, one sided		
814	PRESERVE	-	Protected			Populus deltoides	Cottonwood	12	3	4	minor deadwood, one sided, twist in trunk		
815	PRESERVE	-	Protected			Populus deltoides	Cottonwood	14	3	4	minor deadwood, twist in trunk, double leader		
816	PRESERVE	-				Populus deltoides	Cottonwood	9	4	4	minor deadwood, one sided, slight sweep, twist in trunk, thin crown, sparse foliage		
817	PRESERVE	-	Protected			Morus alba	Mulberry	8	3	4	minor deadwood, slight sweep, multiple leaders		
821	PRESERVE	-	Protected			Populus deltoides	Cottonwood	14	3	4	heavy deadwood, slight lean, double leader		
822	PRESERVE	-				Populus deltoides	Cottonwood	7	4	4	thin crown, slight sweep, minor deadwood, sparse foliage		
823	PRESERVE	-	Protected			Populus deltoides	Cottonwood	11	3	4	over-topped, slight lean, twist in trunk, minor deadwood		
824	PRESERVE	-	Protected			Populus deltoides	Cottonwood	21	3	4	one sided, slight lean, multiple leaders, minor deadwood		
825	PRESERVE	-	Protected			Populus deltoides	Cottonwood	15	3	3	minor deadwood, slight lean, multiple leaders, twist in trunk		
826	PRESERVE	-	Protected			Populus deltoides	Cottonwood	14	3	4	minor deadwood, trunk scar, slight sweep, one sided, multiple leaders		
827	PRESERVE	-	Protected			Populus deltoides	Cottonwood	18	3	3	heavy deadwood, weak crotch, multiple leaders		
828	PRESERVE	-	Protected			Populus deltoides	Cottonwood	18	3	3	broken limbs, heavy deadwood, weak crotch		
830	PRESERVE	-	Protected			Ulmus pumila	Siberian Elm	15	3	3	minor deadwood, weak crotch, vine infested, double leader		

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
831	PRESERVE	-	Protected			Populus deltoides	Cottonwood	13	3	4	minor deadwood, one sided, slight lean		
832	PRESERVE	-	Protected			Populus deltoides	Cottonwood	18	3	3	minor deadwood, weak crotch, slight lean, multiple leaders		
835	REMOVE	0				Fraxinus pennsylvanica	Green Ash	6	6	5		Emerald Ash Borer	Dead
836	REMOVE	-				Fraxinus pennsylvanica	Green Ash	6	6	4		Emerald Ash Borer	Dead
837	PRESERVE	-	Protected			Ulmus pumila	Siberian Elm	9	3	4	one sided, double leader, minor deadwood		
838	PRESERVE	-				Ulmus americana	American Elm	9	6	5	vine infested		Dead
839	PRESERVE	-				Populus deltoides	Cottonwood	9	4	4	minor deadwood, one sided, over-topped, slight sweep, sparse foliage		
840	PRESERVE	-				Populus deltoides	Cottonwood	7	3	4	one sided, slight sweep, thin crown		
841	PRESERVE	-	Protected			Populus deltoides	Cottonwood	11	3	4	suckering, slight lean, slight sweep, minor deadwood, thin crown		
842	PRESERVE	-	Protected			Populus deltoides	Cottonwood	15	3	4	minor deadwood, slight sweep, multiple leaders		
843	PRESERVE	-	Protected			Populus deltoides	Cottonwood	8	3	4	over-topped, slight sweep, one sided		
844	PRESERVE	-	Protected			Populus deltoides	Cottonwood	18	3	4	minor deadwood, twist in trunk, double leader, one sided		
845	REMOVE	-				Fraxinus pennsylvanica	Green Ash	7	6	3		Emerald Ash Borer	Dead
848	PRESERVE	-				Salix nigra	Black Willow	18	3	4	heavy deadwood, excessive lean, weak crotch, slight sweep		
849	REMOVE	2	Protected			Acer negundo	Boxelder Maple	9	3	4	twist in trunk, double leader, minor deadwood, one sided		
850	REMOVE	-				Acer negundo	Boxelder Maple	7	3	4	minor deadwood, over-topped, twist in trunk		
851	REMOVE	2	Protected			Acer negundo	Boxelder Maple	9	3	4	minor deadwood, suckering, slight sweep		
852	REMOVE	2	Protected			Acer negundo	Boxelder Maple	8	3	4	minor deadwood, over-topped, vine infested, slight lean, one sided		

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
853	REMOVE	-				Acer negundo	Boxelder Maple	6	3	4	minor deadwood, slight lean, excessive lean, decay, dead tree caught in crown		
854	REMOVE	2	Protected			Populus deltoides	Cottonwood	30	3	3	weak crotch, multiple leaders, minor deadwood		
856	REMOVE	2	Protected			Acer negundo	Boxelder Maple	8	3	4	weak crotch, slight lean, double leader, minor deadwood		
857	REMOVE	2	Protected			Acer negundo	Boxelder Maple	10	3	4	minor deadwood, excessive lean, double leader, suckering		
858	PRESERVE	-	Protected			Acer negundo	Boxelder Maple	10	3	4	one sided, slight lean, double leader, suckering		
859	REMOVE	2	Protected			Gleditsia triacanthos	Honeylocust	14	3	3	minor deadwood, vine infested, suckering		
861	REMOVE	2	Protected			Populus deltoides	Cottonwood	19	3	4	minor deadwood, damaged leader, multiple leaders, weak crotch		
862	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead
863	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	9	6	3		Emerald Ash Borer	Dead
865	PRESERVE	-	Protected			Populus deltoides	Cottonwood	27	3	3	heavy deadwood, damaged leader (11), double leader		
866	PRESERVE	-	Protected			Populus deltoides	Cottonwood	21	3	4	weak crotch, slight sweep, double leader, minor deadwood, one sided		
867	REMOVE	2	Protected			Populus deltoides	Cottonwood	27	3	4	minor deadwood, weak crotch, one sided, twist in trunk		
868	REMOVE	2	Protected			Populus deltoides	Cottonwood	17	3	4	over-topped, minor deadwood, sweep		
869	REMOVE	2	Protected			Acer negundo	Boxelder Maple	11	3	4	sweep, over-topped, double leader, minor deadwood, suckering		
870	REMOVE	2	Protected			Populus deltoides	Cottonwood	20	3	4	one sided, slight sweep, multiple leaders		
872	REMOVE	2	Protected			Populus deltoides	Cottonwood	16	3	4	one sided, twist in trunk, minor deadwood		

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
873	REMOVE	0				Salix nigra	Black Willow	20	3	4	heavy deadwood, slight lean, sweep, broken limbs, damaged leader		
874	REMOVE	2	Protected			Populus deltoides	Cottonwood	18	3	4	trunk scar, slight lean, twist in trunk, minor deadwood, one sided		
875	REMOVE	0				Acer negundo	Boxelder Maple	7	3	4	over-topped, slight lean, twist in trunk, sweep		
876	REMOVE	2	Protected			Morus alba	Mulberry	10	3	4	weak crotch, trunk scar, slight sweep, multiple leaders, suckering		
877	REMOVE	2	Protected			Acer negundo	Boxelder Maple	10	3	4	excessive lean, sweep, minor deadwood		
878	REMOVE	2	Protected			Acer negundo	Boxelder Maple	13	3	4	weak crotch, slight sweep, multiple leaders, vine infested, minor deadwood		
880	REMOVE	0	Protected			Ulmus americana	American Elm	17	6	4	vine infested		Dead
881	REMOVE	2	Protected			Populus deltoides	Cottonwood	22	3	3	weak crotch, slight sweep, multiple leaders, minor deadwood		
882	REMOVE	2	Protected			Populus deltoides	Cottonwood	12	3	4	minor deadwood, slight sweep, multiple leaders		
885	REMOVE	2	Protected			Ulmus americana	American Elm	10	3	4	weak crotch, slight sweep, double leader, suckering		
886	REMOVE	2	Protected			Acer negundo	Boxelder Maple	10	3	5	excessive lean, growing hori ontally, one sided		
887	REMOVE	2	Protected			Populus deltoides	Cottonwood	22	3	3	minor deadwood, weak crotch, double leader		
888	REMOVE	2	Protected			Populus deltoides	Cottonwood	18	3	4	sweep, double leader, over-topped		
889	REMOVE	2	Protected			Populus deltoides	Cottonwood	15	3	3	minor deadwood, weak crotch, slight sweep, double leader, over-topped		
890	REMOVE	2	Protected			Populus deltoides	Cottonwood	13	3	4	minor deadwood, one sided, slight lean, twist in trunk		
891	REMOVE	2	Protected			Populus deltoides	Cottonwood	26	3	3	minor deadwood, weak crotch, multiple leaders		
892	REMOVE	2	Protected			Ulmus pumila	Siberian Elm	10	3	3	vine infested, twist in trunk, multiple leaders, minor deadwood		

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
894	REMOVE	2	Protected			Ulmus pumila	Siberian Elm	20	3	3	weak crotch, suckering, multiple leaders, minor deadwood		
896	REMOVE	2	Protected			Gleditsia triacanthos	Honeylocust	11	2	3	weak crotch, vine infested, minor deadwood		
897	REMOVE	2	Protected			Ulmus pumila	Siberian Elm	15	3	3	minor deadwood, weak crotch, multiple leaders		
898	REMOVE	-				Ulmus pumila	Siberian Elm	15	4	3	weak crotch, trunk scar, decay, multiple leaders, minor deadwood		
900	PRESERVE	-	Protected			Acer saccharinum Laciniatum	Cutleaf Silver Maple	11	2	3	double leader		
901	REMOVE	0				Ulmus pumila	Siberian elm	13	6	5			Dead
902	PRESERVE	-	Protected			Ulmus pumila	Siberian elm	9	3	4	one sided, weak crotch, multiple leaders, fork at 2.5'		
903	PRESERVE	-	Protected			Populus deltoides	Cottonwood	11	3	4	one sided, thin crown, twist in trunk, minor deadwood		
904	PRESERVE	-	Protected			Ulmus pumila	Siberian elm	10	3	4	overtopped, twist in trunk, minor deadwood		
905	PRESERVE	-				Ulmus pumila	Siberian Elm	6	3	3	minor deadwood, weak crotch, double leader, slight sweep		
906	PRESERVE	-	Protected			Populus deltoides	Cottonwood	16	2	3	minor deadwood, twist in trunk		
907	REMOVE	0	Protected (DQ'D by condition)			Ulmus pumila	Siberian elm	9	6	4			Dead
908	REMOVE	0	Protected (DQ'D by condition)			Acer saccharinum 'Laciniatum'	Cutleaf Silver Maple	9	5	4	dieback, decay, sucker growth, trunk scar		
909	PRESERVE	-	Protected			Ulmus pumila	Siberian elm	11	3	3	multiple leaders, minor deadwood		
910	REMOVE	2	Protected			Acer saccharinum 'Laciniatum'	Cutleaf Silver Maple	11	3	3	weak crotch, basal swell, double leader, slight lean, basal scar		
911	REMOVE	2	Protected			Acer saccharinum Laciniatum	Cutleaf Silver Maple	10	3	3	trunk scar, suckering, basal swell, weak crotch		
912	PRESERVE	-	Protected			Populus deltoides	Cottonwood	19	2	3	slight lean, multiple leaders		

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
915	PRESERVE	-	Protected			Populus deltoides	Cottonwood	23	2	2	twist in trunk, minor deadwood		
919	PRESERVE	-				Salix nigra	Black Willow	11	3	4	one sided, slight lean, twist in trunk, suckering		
921	PRESERVE	-	Protected			Ulmus pumila	Siberian Elm	10	3	4	weak crotch, double leader, minor deadwood		
922	PRESERVE	-	Protected			Ulmus pumila	Siberian Elm	9	3	3	broken limbs, double leader, minor deadwood		
925	REMOVE	2	Protected			Populus deltoides	Cottonwood	14	2	4	one sided, slight lean, twist in trunk, minor deadwood		
930	REMOVE	-				Fraxinus pennsylvanica	Green Ash	7	6	4		Emerald Ash Borer	Dead
932	PRESERVE	-	Protected			Populus deltoides	Cottonwood	12	3	4	twist in trunk, multiple leaders, slight sweep		
933	REMOVE	-				Ulmus americana	American Elm	7	6	4	side wires		Dead
938	PRESERVE	-				Quercus rubra	Red Oak	7	6	3			Dead
944	PRESERVE	-				Ulmus americana	American Elm	20	6	4			Dead
945	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	18	6	4		Emerald Ash Borer	Dead
946	PRESERVE	-				Ulmus americana	American Elm	8	6	4			Dead
947	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	13	6	3		Emerald Ash Borer	Dead
948	PRESERVE	-		Key		Quercus bicolor	Swamp White Oak	10	2	3	twist in trunk		Dead
950	PRESERVE	-				Ulmus americana	American Elm	18	6	3			Dead
951	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	9	6	4		Emerald Ash Borer	Dead
952	PRESERVE	-				Ulmus americana	American Elm	13	6	3			Dead
953	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	15	6	3		Emerald Ash Borer	Dead
954	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
955	PRESERVE	-				Ulmus americana	American Elm	19	6	4			Dead
957	PRESERVE	-				Ulmus americana	American Elm	21	6	3			Dead
962	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	9	6	4		Emerald Ash Borer	Dead
964	PRESERVE	-				Populus deltoides	Cottonwood	18	4	4	heavy deadwood, dieback, slight lean		
966	PRESERVE	-		Key		Quercus bicolor	Swamp white oak	14	3	3	weak crotch, multiple leaders, epicormics, fork at 2.5'		
968	REMOVE	0				Fraxinus pennsylvanica	Green Ash	14	6	3		Emerald Ash Borer	Dead
969	REMOVE	0				Fraxinus pennsylvanica	Green Ash	7	6	4		Emerald Ash Borer	Dead
970	REMOVE	0				Fraxinus pennsylvanica	Green Ash	15	6	3		Emerald Ash Borer	Dead
972	REMOVE	0				Fraxinus pennsylvanica	Green Ash	7	6	4		Emerald Ash Borer	Dead
973	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	11	6	4		Emerald Ash Borer	Dead
974	PRESERVE	-		Key		Quercus macrocarpa	Bur oak	14	3	4	one sided, minor deadwood, double leader, tag missing		
978	PRESERVE	-				Ulmus americana	American Elm	8	6	4			Dead
980	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	6	6	4		Emerald Ash Borer	Dead
981	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	11	6	4		Emerald Ash Borer	Dead
984	PRESERVE	-				Quercus rubra	Red Oak	11	4	3	sparse foliage, trunk scar, damaged leader		
986	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	11	3	3	weak crotch, epicormics, double leader		
994	REMOVE	-				Ulmus americana	American Elm	16	6	4			Dead
995	REMOVE	-				Fraxinus pennsylvanica	Green Ash	16	6	3		Emerald Ash Borer	Dead
996	REMOVE	-				Ulmus americana	American Elm	20	6	3			Dead
997	REMOVE	-				Fraxinus pennsylvanica	Green Ash	18	6	3		Emerald Ash Borer	Dead

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
999	PRESERVE	-	Protected			Ulmus americana	American Elm	14	3	4	minor deadwood, damaged leader (5), slight sweep, pruned for side wires, one sided		
1000	REMOVE	-				Fraxinus pennsylvanica	Green Ash	6	6	5	side wires	Emerald Ash Borer	Dead
1001	REMOVE	-				Fraxinus pennsylvanica	Green Ash	7	6	5	side wires	Emerald Ash Borer	Dead
1010	REMOVE	2	Protected			Gleditsia triacanthos	Honeylocust	8	3	3	trunk scar, weak crotch, suckering		
1011	REMOVE	0				Fraxinus americana	White Ash	12	6	3		Emerald Ash Borer	Dead
1013	PRESERVE	-		Key		Quercus macrocarpa	Bur oak	10	3	4	one sided, double leader		
1014	PRESERVE	-		Key		Quercus macrocarpa	Bur oak	9	2	3	one sided, narrow crown		
1017	PRESERVE	-		Key		Quercus rubra	Red oak	15	3	4	one sided, minor deadwood		
1020	PRESERVE	-			Heritage	Quercus macrocarpa	Bur Oak	35	4	4	heavy deadwood, weak crotch, one sided, multiple leaders, broken limbs,		
1021	PRESERVE	-			Heritage	Quercus alba	White Oak	34	3	4	minor deadwood, one sided, epicormics, dieback		
1022	PRESERVE	-				Ulmus americana	American Elm	7	3	4	double leader, vine infested, dead tree caught in crown		
1026	PRESERVE	-			Heritage	Quercus macrocarpa	Bur Oak	39	3	2	heavy deadwood, epicormics, multiple leaders		
1028	REMOVE	-				Fraxinus pennsylvanica	Green Ash	6	6	4		Emerald Ash Borer	Dead
1030	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	8	3	4	one sided, twist in trunk, over-topped		
1031	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	16	3	3	minor deadwood, weak crotch, epicormics, multiple leaders		
1032	PRESERVE	-	Protected			Quercus ellipsoidalis	Hill s Oak	14	3	4	one sided, over-topped, vine infested, twist in trunk, minor deadwood		
1035	PRESERVE	-	Protected			Quercus ellipsoidalis	Hill s Oak	12	3	4	minor deadwood, one sided, slight lean, double leader, epicormics		
1039	PRESERVE	-	Protected			Quercus ellipsoidalis	Hill s Oak	14	3	4	minor deadwood, over-topped, double leader		

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
1041	PRESERVE	-		Key		Quercus rubra	Red oak	10	3	4	twist in trunk, one sided, epicormics		
1042	PRESERVE	-				Quercus macrocarpa	Bur oak	9	3	4	one sided, slight sweep, multiple leaders		
1045	PRESERVE	-		Key		Quercus macrocarpa	Bur oak	12	2	3	overtopped, one sided		
1046	PRESERVE	-	Protected			Quercus ellipsoidalis	Hill s Oak	13	3	4	minor deadwood, slight lean, twist in trunk, slight sweep, epicormics		
1049	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	13	3	2	minor deadwood, epicormics		
1051	PRESERVE	-	Protected			Quercus ellipsoidalis	Hill s Oak	12	3	4	minor deadwood, one sided, twist in trunk		
1052	PRESERVE	-				Quercus macrocarpa	Bur Oak	9	4	4	minor deadwood, sparse foliage, slight sweep, one sided		
1053	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	12	3	4	minor deadwood, weak crotch, double leader, one sided		
1054	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	9	3	4	one sided, over-topped, minor deadwood		
1055	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead
1056	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	14	3	3	weak crotch, epicormics, multiple leaders		
1057	PRESERVE	-				Quercus macrocarpa	Bur Oak	16	4	5	one sided, damaged leader, epicormics, pruned for overhead wires		
1058	PRESERVE	-				Fraxinus pennsylvanica	Green Ash	17	6	3		Emerald Ash Borer	Dead
1060	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	9	3	4	slight lean, twist in trunk, minor deadwood		
1061	PRESERVE	-	Protected			Quercus ellipsoidalis	Hills Oak	8	3	4	minor deadwood, epicormics, slight lean		
1063	PRESERVE	-		Key		Quercus macrocarpa	Bur oak	14	3	3	minor deadwood, one-sided, sparse foliage		
1064	PRESERVE	-		Key		Quercus macrocarpa	Bur oak	23	4	5	minor deadwood, epicormics, dieback		
1065	PRESERVE	-		Key (DQ'd by condition)		Quercus macrocarpa	Bur oak	25	3	3	heavy deadwood, weak crotch, epicormics, multiple leaders		

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
1066	PRESERVE	-		Key		Quercus alba	White oak	25	3	4	heavy deadwood, one sided, slight lean, slight sweep		
1067	PRESERVE	-		Key		Quercus alba	White Oak	25	3	4	heavy deadwood, one sided, slight lean, slight sweep		
1068	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	22	3	4	one sided, epicormics, multiple leaders, minor deadwood		
1069	PRESERVE	-		Key		Carya ovata	Shagbark Hickory	10	3	4	one sided, over-topped, twist in trunk, double leader, minor deadwood		
1070	PRESERVE	-		Key		Quercus alba	White Oak	26	2	4	one sided		
1073	PRESERVE	-	Protected			Ulmus americana	American Elm	12	3	4	weak crotch, one sided, over-topped, slight sweep, multiple leaders		
1075	PRESERVE	-		Key		Quercus alba	White Oak	25	2	3	minor deadwood, twist in trunk, slight sweep		
1076	REMOVE	2	Protected			Ulmus americana	American Elm	13	3	4	one sided, slight sweep, pruned for side wires, suckering		
1077	PRESERVE	-				Ulmus americana	American Elm	7	3	4	over-topped, slight sweep, double leader		
1080	PRESERVE	-		Key		Quercus alba	White Oak	26	3	3	weak crotch, epicormics, slight sweep, minor deadwood		
1081	PRESERVE	-			Heritage (DQ'd by condition)	Quercus macrocarpa	Bur Oak	40	4	3	heavy deadwood, weak crotch, epicormics, metal in trunk, dieback		
1082	REMOVE	3		Key		Quercus macrocarpa	Bur oak	21	3	2	weak crotch, epicormics, metal in trunk, multiple leaders, minor deadwood		
1089	REMOVE	0		Key (DQ'd by condition)		Quercus alba	White oak	26	4	3	minor deadwood, epicormics, dieback, basal swell		
1090	PRESERVE	-		Key		Quercus alba	White oak	20	3	4	one sided, over-topped, slight sweep		
1091	REMOVE	3		Key		Quercus macrocarpa	Bur oak	23	3	4	One sided		

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
1093	REMOVE	0		Key (DQ'd by condition)		Quercus bicolor	Swamp White Oak	27	4	4	one sided, epicormics, slight lean, top broken off		
1095	REMOVE	0		Key (DQ'd by condition)		Quercus macrocarpa	Bur Oak	23	4	3	sparse foliage, weak crotch, double leader, dieback		
1096	PRESERVE	-		Key		Quercus bicolor	Swamp White Oak	25	3	3	epicormics, twist in trunk, minor deadwood		
1097	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	27	3	3	minor deadwood, epicormics, slight lean, multiple leaders, weak crotch, basal swell		
1099	PRESERVE	-		Key		Quercus alba	White Oak	26	3	3	twist in trunk, multiple leaders, minor deadwood		
1100	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	28	3	4	minor deadwood, one sided, over-topped, epicormics, twist in trunk, multiple leaders		
1101	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	27	4	3	heavy deadwood, weak crotch, epicormics, dieback, multiple leaders		
1102	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	22	4	4	minor deadwood, basal decay, weak crotch, one sided, multiple leaders		
1103	PRESERVE	-		Key		Quercus alba	White Oak	19	3	4	epicormics, slight sweep, multiple leaders, minor deadwood, vine infested		
1104	PRESERVE	-		Key		Quercus alba	White Oak	24	3	3	heavy deadwood, slight sweep, pruned for side wires, epicormics		
1105	PRESERVE	-		Key		Carya ovata	Shagbark Hickory	13	3	4	weak crotch, over-topped, twist in trunk, double leader		
1106	PRESERVE	-		Key		Quercus alba	White Oak	28	3	3	heavy deadwood, epicormics, multiple leaders		
1108	PRESERVE	-	Protected			Quercus ellipsoidalis	Hill s Oak	8	3	4	minor deadwood, twist in trunk, decay, one sided		
1110	PRESERVE	-			Heritage	Quercus bicolor	Swamp white oak	30	2	3	weak crotch, minor deadwood, multiple leaders		

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Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
1111	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	28	3	3	weak crotch, epicormics, multiple leaders, minor deadwood		
1112	PRESERVE	-	Protected			Ulmus americana	American Elm	8	3	4	over-topped, slight sweep		
1113	PRESERVE	-		Key		Quercus bicolor	Swamp White Oak	27	4	3	minor deadwood, epicormics, basal decay, basal scar		
1114	PRESERVE	-	Protected			Quercus ellipsoidalis	Hill s Oak	11	3	4	minor deadwood, slight lean, twist in trunk, double leader		
1115	PRESERVE	-	Protected			Quercus ellipsoidalis	Hill s Oak	14	3	4	minor deadwood, slight lean, slight sweep		
1117	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	9	3	5	one sided, damaged leader, pruned for overhead wires, twist in trunk		
1118	PRESERVE	-				Quercus alba	White Oak	21	4	4	heavy deadwood, one sided, damaged leader, dieback		
1120	PRESERVE	-	Protected			Ulmus americana	American Elm	13	3	4	minor deadwood, over-topped, damaged leader, double leader		
1121	PRESERVE	-		Key		Quercus alba	White Oak	23	3	4	minor deadwood, one sided, slight lean, twist in trunk		
1122	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	29	3	2	minor deadwood, weak crotch, double leader		
1123	PRESERVE	-		Key		Carya ovata	Shagbark Hickory	12	3	4	one sided, over-topped, damaged leader, twist in trunk		
1124	PRESERVE	-			Heritage	Carya ovata	Shagbark Hickory	21	2	3	weak crotch, multiple leaders		
1125	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	18	3	4	one sided, slight sweep, pruned for side wires, multiple leaders		
1126	PRESERVE	-				Quercus alba	White Oak	21	5	3	heavy deadwood, decay, dieback, damaged leader		
1128	PRESERVE	-			Heritage	Quercus bicolor	Swamp White Oak	32	3	1	epicormics, minor deadwood		
1129	PRESERVE	-		Key		Quercus bicolor	Swamp White Oak	23	3	3	minor deadwood, epicormics, double leader, one sided		
1130	PRESERVE	-		Key		Quercus bicolor	Swamp White Oak	29	2	3	epicormics, multiple leaders		
1131	PRESERVE	-		Key		Quercus bicolor	Swamp White Oak	27	2	3	weak crotch, epicormics, multiple leaders, minor deadwood		
1133	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	24	3	3	minor deadwood, one sided, epicormics, multiple leaders		

Tree Inventory for Highland Park Townhomes - *Listing prepared by Dickson Design Studio, Inc.*

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
1134	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	27	2	3	heavy deadwood, weak crotch, multiple leaders		
1136	PRESERVE	-				Quercus macrocarpa	Bur Oak	27	4	4	damaged leader, epicormics, twist in trunk, minor deadwood		
1137	PRESERVE	-	Protected			Quercus ellipsoidalis	Hill s Oak	9	2	4	minor deadwood, thin crown, slight lean		
1138	PRESERVE	-		Key		Quercus macrocarpa	Bur Oak	29	3	3	epicormics, multiple leaders		Heavily pruned
1139	PRESERVE	-		Key		Quercus bicolor	Swamp White Oak	24	3	3	minor deadwood, epicormics, multiple leaders		
1140	PRESERVE	-		Key		Quercus bicolor	Swamp white oak	21	3	4	one sided, slight sweep, double leader, minor deadwood		
1141	PRESERVE	-		Key (DQ'd by condition)		Quercus macrocarpa	Bur oak	27	4	3	minor deadwood, weak crotch, epicormics, multiple leaders, sparse foliage		
1142	PRESERVE	-		Key		Quercus bicolor	Swamp white oak	28	3	4	minor deadwood, one sided, overtopped, slight sweep		
1143	PRESERVE	-		Key (DQ'd by condition)		Quercus macrocarpa	Bur oak	22	4	4	minor deadwood, epicormics, slight sweep, slight lean, dieback		
1144	REMOVE	3		Key		Quercus alba	White oak	15	3	3	minor deadwood, fork at 1'		
1145	PRESERVE	-		Key (DQ'd by condition)		Quercus alba	White oak	25	5	3	one sided, epicormics, basal swell, minor deadwood		
1146	PRESERVE	-		Key		Quercus alba	White Oak	25	3	4	one sided, slight sweep, minor deadwood, epicormics		
1147	PRESERVE	-	Protected			Ulmus americana	American elm	10	3	4	overtopped, slight sweep, minor deadwood		
1148	PRESERVE	-			Heritage	Quercus macrocarpa	Bur Oak	30	2	3	heavy deadwood, weak crotch, slight sweep		
1151	PRESERVE	-			Heritage	Quercus macrocarpa	Bur Oak	30	3	4	minor deadwood, weak crotch, slight sweep, multiple leaders, one sided, epicormics		

Tree Inventory for Highland Park Townhomes - *Listing prepared by Dickson Design Studio, Inc.*

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
1157	PRESERVE	-	Protected			Populus deltoides	Cottonwood	16	3	5	twist in trunk, pruned for side wires, double leader, broken limbs, suckering, sweep		
1161	REMOVE	-				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead
1163	PRESERVE	-	Protected			Ulmus americana	American Elm	9	5	4	minor deadwood, one sided, slight sweep, sparse foliage		
1166	PRESERVE	-				Ulmus americana	American Elm	7	3	4	one sided, suckering, slight sweep		
1167	PRESERVE	-	Protected			Ulmus americana	American Elm	11	3	4	weak crotch, twist in trunk, over-topped, slight sweep		
1170	PRESERVE	-	Protected			Ulmus americana	American Elm	9	3	4	suckering, over-topped, twist in trunk		
1171	PRESERVE	-		Key		Quercus alba	White oak	21	3	3	one sided, heavy deadwood, trunk scar		
1173	PRESERVE	-			Heritage (DQ'd by condition)	Quercus macrocarpa	Bur oak	31	4	3	heavy deadwood, weak crotch, epicormics, dieback		
1174	REMOVE	0		Key (DQ'd by condition)		Quercus alba	White oak	27	5	4	heavy deadwood, one sided, epicormics, dieback, decay, hypoxylon canker		
1176	PRESERVE	-			Heritage	Quercus alba	White Oak	31	3	3	heavy deadwood, slight lean, epicormics, one sided		
1179	PRESERVE	-			Heritage	Quercus alba	White Oak	36	3	2	heavy deadwood, weak crotch, multiple leaders		
1181	PRESERVE	-				Ulmus americana	American Elm	7	4	4	minor deadwood, one sided, witches-broom		
1182	PRESERVE	-	Protected			Ulmus americana	American Elm	8	3	4	weak crotch, suckering, pruned for side wires, double leader		
1191	PRESERVE	-	Protected			Ulmus americana	American Elm	11	3	4	suckering, over-topped, twist in trunk, one sided		
1193	PRESERVE	-			Heritage	Quercus macrocarpa	Bur oak	35	3	2	epicormics, minor deadwood		
1198	REMOVE	3		Key		Quercus alba	White Oak	22	4	3	basal swell, hollow, multiple leaders, minor deadwood		
1202	REMOVE	2	Protected			Ulmus americana	American Elm	9	3	3	one sided, suckering, multiple leaders, minor deadwood		

Tree Inventory for Highland Park Townhomes - *Listing prepared by Dickson Design Studio, Inc.*

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
1213	REMOVE	3		Key		Quercus alba	White Oak	9	3	3	one sided, thin crown, epicormics		
1221	REMOVE	2	Protected			Ulmus americana	American Elm	13	3	4	over-topped, slight sweep, double leader		
1225	PRESERVE	-		Key		Quercus alba	White Oak	29	3	4	one sided, slight sweep, pruned for side wires, multiple leaders		
1226	REMOVE	-				Fraxinus pennsylvanica	Green Ash	8	6	5	over-head wires	Emerald Ash Borer	Dead
1227	PRESERVE	-				Crataegus spp.	Hawthorn	7	2	3	minor deadwood		
1231	REMOVE	0	Protected (DQ'd by condition)			Ulmus americana	American elm	11	4	3	double leader, minor deadwood, sparse foliage		
1239	REMOVE	3		Key		Quercus macrocarpa	Bur oak	15	3	4	one sided, slight sweep, minor deadwood		
1240	REMOVE	3		Key		Quercus macrocarpa	Bur oak	14	3	4	one sided, epicormics, weak crotch, double leader		
1241	REMOVE	3		Key		Quercus macrocarpa	Bur oak	15	3	4	one sided, weak crotch, basal swell		
1242	REMOVE	3		Key		Quercus macrocarpa	Bur oak	16	3	4	overtopped, slight sweep, epicormics		
1243	REMOVE	3		Key		Quercus macrocarpa	Bur oak	14	3	3	weak crotch, multiple leaders, epicormics		
1244	REMOVE	2	Protected			Ulmus americana	American elm	12	4	4	sparse foliage, multiple leaders, dieback		
1245	REMOVE	3		Key		Quercus macrocarpa	Bur oak	16	3	4	one sided, epicormics, multiple leaders		
1246	REMOVE	3		Key		Quercus macrocarpa	Bur oak	16	3	4	one sided, multiple leaders, epicormics, fork at 1'		
1248	REMOVE	0		Key (DQ'd by condition)		Quercus macrocarpa	Bur Oak	8	3	4	over-topped, thin crown, slight sweep, minor deadwood		Dead
1249	REMOVE	3		Key		Quercus macrocarpa	Bur Oak	16	3	4	one sided, over-topped, slight sweep, double leader, crossing branches		

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
1250	REMOVE	0	Protected (DQ'd by condition)			Ulmus americana	American Elm	15	6	3	weak crotch, suckering, slight sweep		Dead
1251	REMOVE	0	Protected (DQ'd by condition)			Ulmus americana	American elm	17	6	5			
1252	REMOVE	2	Protected			Ulmus americana	American elm	13	3	4	one sided, sucker growth, minor deadwood		
1257	REMOVE	0				Fraxinus pennsylvanica	Green Ash	7	6	4		Emerald Ash Borer	Dead
1263	PRESERVE	-				Ulmus americana	American elm	7	3	3	narrow crown, weak crotch, fork at 1.5'		
1264	PRESERVE	-	Protected			Ulmus americana	American Elm	9	3	4	slight sweep, double leader, minor deadwood		
1265	REMOVE	0	Protected (DQ'd by condition)			Pinus nigra	Austrian pine	14	4	3	Diplodia tip blight, minor deadwood, sparse foliage		
1266	REMOVE	3		Key		Celtis occidentalis	Hackberry	8	3	3	witches broom, minor deadwood		
1267	REMOVE	3		Key		Celtis occidentalis	Hackberry	14	3	2	weak crotch, minor deadwood		
1270	REMOVE	2	Protected			Quercus ellipsoidalis	Hill s Oak	14	3	4	minor deadwood, slight lean, multiple leaders		
1274	REMOVE	0				Fraxinus americana	White Ash	10	6	3		Emerald Ash Borer	Dead
1275	REMOVE	0				Crataegus spp.	Hawthorn	7	3	3	weak crotch, trunk scar		
1276	REMOVE	3		Key		Celtis occidentalis	Hackberry	10	3	3	minor deadwood, suckering, multiple leaders		
1277	REMOVE	3		Key		Celtis occidentalis	Hackberry	8	3	2	minor deadwood, witches-broom		
1278	REMOVE	0				Celtis occidentalis	Hackberry	7	3	2	basal scar, witches-broom		
1280	REMOVE	0				Fraxinus americana	White Ash	10	6	3		Emerald Ash Borer	Dead
1281	REMOVE	3		Key		Celtis occidentalis	Hackberry	8	3	3	minor deadwood, dieback, multiple leaders, witches-broom		

Tree Inventory for Highland Park Townhomes - *Listing prepared by Dickson Design Studio, Inc.*

Tag No.	OUTCOME	Replacements Required	Protected	Key	Heritage	Botanical Name	Common Name	Size	Cond.	Form	Problems	Insect / Disease	Comments
1286	REMOVE	0				Fraxinus pennsylvanica	Green Ash	8	6	4		Emerald Ash Borer	Dead
1287	REMOVE	2	Protected			Populus deltoides	Cottonwood	18	3	3	weak crotch, twist in trunk, suckering, minor deadwood		
1297	REMOVE	2	Protected			Acer rubrum	Red Maple	12	4	3	trunk scar, decay, multiple leaders		
1298	REMOVE	2	Protected			Gleditsia triacanthos	Honeylocust	11	3	3	witches broom, slight sweep, tag missing		
1299	REMOVE	2	Protected			Gleditsia triacanthos	Honeylocust	8	3	3	weak crotch, multiple leaders		
1300	REMOVE	2	Protected			Gleditsia triacanthos	Honeylocust	9	3	3	minor deadwood, witches broom, trunk scar		
1301	REMOVE	0		Key (DQ'd by condition)		Quercus rubra	Red oak	9	4	4	damaged leader, minor deadwood		
1304	REMOVE	2	Protected			Gleditsia triacanthos	Honeylocust	9	3	3	weak crotch, trunk scar, suckering, double leader, broken limbs, witches-broom		
1432	PRESERVE	-				Quercus macrocarpa	Bur oak	6	3	4	one sided, slight sweep, minor deadwood		
1433	PRESERVE	-				Quercus macrocarpa	Bur oak	6	2	4	overtopped, twist in trunk, one sided		
1434	PRESERVE	-	Protected			Ulmus americana	American elm	9	3	3	fork at base & 1', minor deadwood, weak crotch		
1435	PRESERVE	-				Ulmus americana	American elm	7	3	4	sweep, sucker growth, double leader		
1436	PRESERVE	-				Ulmus americana	American elm	6	3	4	overtopped, minor deadwood, twist in trunk		

227 ***TOTAL Replacements Required***

EXHIBIT O

Inclusionary Housing Plan

Application Review

SECOND AMENDED Final Housing Plan

Solo Cup Townhomes

1700 Old Deerfield Rd.

Consideration by the Housing Commission
August October 8, 2025

City of Highland Park

Department of Community Development

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Background

The following provides staff's review of the applicant's final affordable housing plan for the proposed development at 1700 Old Deerfield Rd (the "***Property***"). The development is comprised of townhome rental or for-sale development at the Property. The Property is approximately 28.6 acres and is currently zoned I Light Industry; though, the Applicant has requested rezoning to RM1 Medium to High Density Multiple-Family Zoning District where the townhome units are proposed. The affordable units are a mix of two and three bedroom attached townhome units.

The Preliminary review occurred at the April 2nd Housing Commission meeting, where the commission voted to approve the preliminary inclusionary plan and directed Staff to draft Findings for a Final Inclusionary Plan, which was approved at the July 2nd Housing Commission meeting. The Final Inclusionary Plan was then amended at the August 6th Housing Commission meeting when the applicant (Habitat Company, LLC) changed the development unit total from 240 to 232. In doing so, that reduced the inclusionary unit total from 36 to 35. The applicant is before the Commission again to request a second amendment, as the unit total has further decreased from 232 to 227 and the inclusionary unit total has decreased from 35 to 34. The reductions are a result from working with the Plan & Design Commission from multiple meetings.

For ease of reference and consideration, this document is organized by section of the City's Code related to inclusionary housing. It provides excerpts of that Code and staff's review comments to aid the Commission in its deliberations.[1] Throughout this document words in italics are excerpts from the City Code itself and those in **blue** represent staff's comments from the April, July & August Housing Commission meetings while the comments in **red** signify the changes from the recent amended submittal.

Sec. 150.2105 - Covered Development Projects.

4/2/25: Pursuant to Section 150.2105, the proposed 240 unit[2] multi-family residential development is a covered development subject to the provisions of Article 21.

8/6/25: At this development's last Plan & Design Commission meeting, they expressed a desire to reduce the on-site density. Thus, changes to the overall development unit total have been reduced from 240 to 232 units.

Current: Pursuant to Section 150.2105, the proposed 227 unit[3] multi-family residential development is a covered development subject to the provisions of Article 21.

> ***(A) General.*** *The provisions of this Code shall apply to all developments that result in or contain five or more residential dwelling units. […]*

Sec. 150.2135 - Application and Inclusionary Housing Plan.

[1] As most recently amended on October 28, 2019 by Ordinance O72-2019.
[2] Including market rate unit bonuses.
[3] Including market rate unit bonuses.

The Applicant has provided a preliminary affordable housing application in accordance with Sec. 150.2135 as required (see attached Inclusionary Housing Plan). The following provides an excerpt of this Section for reference.

(A) Application. *For all covered development projects, the Applicant shall file an application for approval thereof on a form provided and required by the City. The application shall require, and the Applicant shall provide, among other things, general information about the nature and scope of the covered development, as well as such other documents and information as the Director of the City's Department of Community Development, or his or her designee ("Director"), may require. The Director shall also have the authority to require, as part of the application submittal, such portions of the inclusionary housing plan required under Section 150.2135(B) of this Code as the Director shall deem necessary to properly evaluate the proposed covered development under the requirements and provisions of this Code.*

(B) Inclusionary Housing Plan*. As part of the approval of a covered development project, the Applicant shall present to the Housing Commission and the City Council an inclusionary housing plan that outlines and specifies the covered development's compliance with each of the applicable requirements of this Code, in accordance with the following:*

(1) Required Submittals for Inclusionary Housing Plan. *The plan shall specifically contain, at a minimum, the following information regarding the covered development project; (1) Required Submittals for Inclusionary Housing Plan. The plan shall specifically contain, at a minimum, the following information regarding the covered development project;*

(a) Preliminary Plan.

(i) A general description of the development, including whether the development will contain rental units or individually owned units, or both;

(ii) The total number of market rate units and affordable units in the development;

(iii) The total number of attached and detached residential units;

(iv) The number of bedrooms in each market rate unit and each affordable unit;

(v) The area of each market rate unit and each affordable unit;

(vi) The location within any multiple-family residential structure and any single-family residential development of each market rate unit and each affordable unit.

(vii) Floor plans for each affordable unit;

(viii) The amenities that will be provided to and within each market rate unit and affordable unit; and

(ix) The pricing for each market rate unit and each affordable housing unit.

The Applicant has provided a complete final affordable housing plan and application in accordance with Sec. 150.2135 as required. (See attached Inclusionary Housing Plan.) The following provides an excerpt of the Section for reference.

Sec. 150.2135 (B)(2)(a)(i) Inclusionary Housing Plan Review Procedure.

The following provides the review procedure for the Commission's consideration of a preliminary application and a final application as set forth by City Code. Amendments to final applications still follow the procedures set forth by City Code.

(a) Preliminary Plan

(i) Housing Commission Review. *Within 60 days after the filing of a complete preliminary Inclusionary Housing Plan, the Housing Commission shall review the Inclusionary Housing Plan, and shall recommend either the approval (with or without modifications) or the rejection of the Inclusionary Housing Plan. The Housing Commission shall transmit its findings of fact and recommendation to the City Council. The failure of the Housing Commission to provide a recommendation within such 60 day period, or such further time to which the applicant may, in writing, agree, shall be deemed a recommendation against the approval of the Inclusionary Housing Plan.*

(b) Final Plan.

(i) Housing Commission Review. *Within 60 days after the filing of a complete final Inclusionary Housing Plan, the Housing Commission shall review the Inclusionary Housing Plan, and shall recommend either the approval (with or without modifications) or the rejection of the Inclusionary Housing Plan. The Housing Commission shall transmit its findings of fact and recommendation to the City Council. The failure of the Housing Commission to provide a recommendation within such 60 day period, or such further time to which the applicant may, in writing, agree, shall be deemed a recommendation against the approval of the Inclusionary Housing Plan.*

The following provides the review procedure for the Commission's consideration of a final application as set forth by City Code. Should the Housing Commission recommend approval of the final application the

recommendation and plan will be forwarded to the City Council for their consideration.

The final plan is being amended to include changes to the project scope.

Summary of Consideration

4/2/25: The Applicant's proposed inclusionary housing plan proposes to provide 36 of the required affordable units on-site and 1.2 units are requested to be provide by cash payment in-lieu. This report provides an analysis of the Applicant's proposed inclusionary housing plan relative to the applicable Code standards and required findings that are needed for the Commission to develop its recommendation to the City Council.

7/2/25: The project scope has not changed since the preliminary meeting.

8/6/25: The total number of units were reduced from 240 to 232. As a result, the inclusionary unit requirement was reduced from 37.2 to 36.2. The number of provided inclusionary units was reduced from 36 to 35. The number of units requested to be provided by cash payment-in-lieu will remain the same at 1.2.

Current: The total number of units were further reduced from 232 to 227. As a result, the inclusionary unit requirement was reduced from 36.2 to 35.2. The number of provided inclusionary units was reduced from 35 to 34. The number of units requested to be provided by cash payment-in-lieu will remain the same at 1.2.

Recommendation

Current: Staff recommend that the Commission make a recommendation of approval of the second amended Final Inclusionary Housing Plan and amended findings of fact at the end of this report.

Analysis of Requirements & Standards

The following analyzes the proposal regarding the applicable aspects of the City Code. It begins with a review of the provision of affordable housing units

Sec. 150.2115 – Provision of Affordable Housing Units.

4/2/25: NOT Compliant. The Applicant proposes constructing 36 required affordable housing units on-site. There are 1.2 fractional units required the Applicant is requesting to pay-in-lieu, a modification.

Final Plan:

7/2/25: Non-Compliant. No changes have been made in the Final Plan from what was reviewed in the Preliminary Plan.

This is not a departure from the code, as only City Council can approve payment-in-lieu relief for inclusionary units, although the Commission must make a recommendation to City Council regarding the 1.2 inclusionary unit relief.

8/6/25: Non-Compliant. The amended final plan maintains the 1.2 inclusionary unit relief, which the Commission made a recommendation of approval to Council at the July 2nd HC meeting.

Current: Non-Compliant. The second amended final plan maintains the same 1.2 inclusionary unit relief, which the Commission made a recommendation of approval to Council at the August 6th HC meeting.

> ***(A) Calculation of Units Required.*** *Unless an exception is approved pursuant to Sections 150.2120, 150.2125, or 150.2130 of this Code, the applicant for a covered development project must satisfy the requirements of this Article XXI by providing affordable housing units within the development, calculated as follows:*
>
> > *(1) The applicant must identify the number of dwelling units proposed to be constructed as part of the covered development project, which quantity must comply with the applicable regulations set forth in Article VII of this Chapter 150 and the other applicable building and zoning regulations of this Code.*
> >
> > *(2) Of the quantity of dwelling units identified pursuant to Section 150.2115(A)(1) of this Code, 20 percent must be designated as affordable housing units. If the 20 percent calculation performed pursuant to this Section 150.2115(A)(2) yields a fractional number, the applicant must either: (a) provide a full affordable housing unit; or (b) pay a fee-in-lieu for that fractional unit, in the corresponding fractional amount of the per unit payment amount established pursuant to Section 150.2125(B) of this Code.*
> >
> > *(3) The applicant may then incorporate 1.5 additional dwelling units into the covered development project for each affordable unit provided pursuant to this Section 150.2115 (i.e. the applicant may incorporate the additional dwelling units, notwithstanding the number identified pursuant to Section 150.2115(A)(1) of this Code or any maximum density regulation set forth in another provision of this Code).*

FIRST AMENDED (8/6/25) 1700 Old Deerfield Rd. Calculation of Affordable Units Requirements		**Calc.**	**Row Name**
Proposed Units before Mrkt Rate Unit Bonus	181	Given	**A**
On-Site Affordable units (included in base Above)	35	A+D	**B**
Market Rate Unit Bonus	51	Given	**C**

Total Units (Mrkt & Affordable w Mrkt Rate Bonus)	232	C*1.5	**D**
Proportion of Units Required to be Affordable	20%	Code	**E**
Total Affordable Housing Units Required	36.2	A*E	**H**
Units by Cash Payment In-Lieu	1.2	F-C	**I**
Total Cash Payment In-Lieu	$222,480	G*$125K	**J**
Effective Rate of Affordable Units	15.6%	F/B	**F**
Proportion of Total Units that are Affordable	15.1%	C/B	**G**

SECOND AMENDED (current) 1700 Old Deerfield Rd. Calculation of Affordable Units Requirements		**Calc.**	**Row Name**
Proposed Units before Mrkt Rate Unit Bonus	176	Given	**A**
On-Site Affordable units (included in base Above)	34	A+D	**B**
Market Rate Unit Bonus	51	Given	**C**
Total Units (Mrkt & Affordable w Mrkt Rate Bonus)	227	C*1.5	**D**
Proportion of Units Required to be Affordable	20%	Code	**E**
Total Affordable Housing Units Required	35.2	A*E	**H**
Units by Cash Payment In-Lieu	1.2	F-C	**I**
Total Cash Payment In-Lieu	$222,480	G*$125K	**J**
Effective Rate of Affordable Units	15.5%	F/B	**F**
Proportion of Total Units that are Affordable	15.0%	C/B	**G**

Current: The amended changes are highlighted in the inclusionary calculator table immediately above. The numbers highlighted in green remain the same from the final approval and the numbers highlighted in yellow have changed from the final plan approval. Staff considers these changes as minimal.

Sec. 150.2125 - Cash Payment in-Lieu of Affordable Housing Units.

4/2/25: This Section is applicable to this particular project as the applicant is proposing 36 of the 37.2 required affordable units on site and to make a payment-in-lieu of $222,480 for the 1.2 units not provided. The applicant will need relief from this section to make the payment-in-lieu. The Housing Commission must determine

if the payment in lieu request is in keeping with the goal of advancing affordable housing opportunities in the City to a greater extent than the provision of the units on site. The Applicant is proposing comparable size townhome units in this development of 36 in total.

Final Plan:

7/2/25: Compliant. No changes have been made in the Final Plan from what was approved in the Preliminary Plan. As stated above, the Commission must make a recommendation to City Council regarding the payment-in-lieu option as relief for the remaining 1.2 inclusionary units not provided.

8/6/25: The amended final plan maintains the same cash payment-in-lieu request for 1.2 units included in the final inclusionary plan approval from the July 2nd HC meeting.

Current: The second amended final plan maintains the same cash payment-in-lieu request for 1.2 units included in the final inclusionary plan approval from the August 6th HC meeting.

> *(**A) General Applicability.** The applicant may make a cash payment in lieu of constructing some or all of the required affordable housing units otherwise required pursuant to Section 150.2115 of this Code, but only if either: [...] or **(2) the City Council approves such payment, after consideration of a recommendation from the Housing Commission, and after making a determination that such a payment will further affordable housing opportunities in the City to an equal or greater extent than through provision of affordable units pursuant to Section 150.2115 of this Code.***
>
> ***(B) Amount and Use of Cash in Lieu.** [...] For all other covered developments, the per unit payment amount shall be not less than the amount set forth in the City's Annual Fee Resolution. The minimum per unit amount shall be determined by the City Council, based upon an estimate of the cost of providing an affordable housing unit, and shall be reviewed and modified periodically by the City Council. All cash payments received pursuant to this Article shall be deposited directly into the Affordable Housing Trust Fund for purposes authorized under Section 33.1133 of this Code.*
>
> ***(C) Calculation.** The total in lieu payment amount shall be equal to the per unit amount established by the City pursuant to Section 150.2125(B) of this Code multiplied by 20 percent of the number of units proposed in the covered development, less the per unit amount multiplied by the number of affordable housing units actually provided by the applicant pursuant to Section 150.2115 of this Code.*

Sec. 150.2150 - Integration of Affordable Housing Units.

> *(A) **Location of Affordable Housing Units.** Affordable housing units shall be dispersed among the market rate units throughout the covered development.*

4/2/25: NOT Compliant. The Applicant's site plan identifying unit dispersion is attached. Section 150.2150 – Integration of Affordable Housing Units requires the affordable housing units shall be dispersed among the market rate units. Staff point out the following:

- **The site plan depicts 36 total affordable units.**
- **Affordable units are matched two side-by-side wherever they are located, though there are never more than two affordable units in a 'block' of attached townhomes. This does not meet the location requirement as the units are located next to each other.**
- **There are 50 total 'blocks' of attached townhomes; 18 of those blocks have the two side-by-side affordable units.**
- **The Applicant should update their site plan to depict the matrix mix of units by floor plans and bedroom count to match.**
- **There are no affordable units along the western-most 'blocks'.**

Staff Recommendation:

- **Staff recommends moving the units so the units are not located next to each and do not face each other.**

Final Plan:

7/2/25: Non-Compliant. The Applicant updated the site layout, relocating inclusionary units so that they are dispersed throughout the development rather than being located in pairs through the development. However, no inclusionary units are located in Buildings #3, 6, 7, 8, & 9 per the site plan. Further, Buildings #2 & 5 have neighboring inclusionary units whereas Buildings #1, 3 & 4 each have only one inclusionary unit per building.

8/6/25: The amended final plan still requires a Departure from the code for for this provision because there are multiple building types that don't have an inclusionary unit. In the revised layout, only building types #3, 6, 7, & 8 don't have inclusionary units. Further, no building has two inclusionary units. Since there are 49 residential buildings in this development and only 35 inclusionary units, there cannot be an equal distribution of one inclusionary unit per building.

Current: The second amended final plan still requires a Departure from the code for this provision because there are still multiple building type assemblies that don't have an inclusionary unit. The same building types (#3, 6, 7, & 8) do not have any inclusionary units. One building was removed due to the unit reduction and the number of residential buildings decreased from 49 to 48. Since there are now only 34 inclusionary units, there cannot be an equal distribution of one inclusionary unit per building, since no building has two or more inclusionary units located within the structure. The red bubbles on the site plan indicate a change in the building structure design.

(B) ***Phasing of Construction.*** *The inclusionary housing plan and the development agreement shall include a phasing plan that provides for the timely and integrated development of the affordable housing units as the covered development project is built out. The phasing plan shall provide for the development of the affordable housing units concurrently with the market rate units. […] The phasing plan shall also provide that the affordable housing units shall not be the last units to be built in any covered development.*

4/2/25: Compliant. The proposed construction phasing is not required for a Preliminary Inclusionary Housing Plan, but will be included in the Final Plan submission. The Applicant indicates no phases are anticipated and the construction will commence at one end of the site and continue across.

Final Plan:

7/2/25: Compliant. The Applicant submitted a Phasing plan.

8/6/25: The applicant submitted an updated Phasing plan that includes the revised site design layout.

Current: The second amended Phasing plan includes the updated site design layout. Each of the 3 phases include multiple inclusionary units. Compliant.

(C) ***Exterior Appearance.*** *The exterior appearance of the affordable housing units in any covered development shall be visually compatible with the market rate units in the development. External building materials and finishes shall be substantially the same in type and quality for affordable housing units as for market rate units.*

4/2/25: To Be Determined. The Applicant states that final elevations are forthcoming and will be provided for final approval; however, the Applicant states that affordable units will have the same exteriors as market rate. Renderings have been provide and are attached.

Final Plan:

7/2/25: Compliant. The Applicant submitted elevations that display inclusionary units having the same exterior finish as market-rate units.

8/6/25: The exterior appearance has been updated, per PDC direction, but the inclusionary units remain compatible with the market-rate units.

Current: Compliant. The design has not changed since the last amended final inclusionary plan.

(D) ***Unit Amenities.*** *Amenities that are provided with a market rate unit shall also be provided with the affordable units. For purposes of this Section 150.2150(D), "amenities" shall include, without limitation, basements, front porches, storage lockers, balconies, roof decks, outdoor patios, off-street parking, enclosed parking, appliances, and similar unit features and additions. Specially, and without limitation of the foregoing, the development must comply with the following:*

4/2/25: To Be Determined. The Applicant indicates they will need to provide final interior specification information and that there will be slight variations

to the interior finishes such as cabinets, counters, flooring, light fixtures, and other finishes. Staff will need to review, after the Applicant provides these materials.

Final Plan:

7/2/25: Compliant. The Applicant submitted a project narrative that states that the amenities will be similar to those of the market-rate units. The exterior amenities will be narrative indicates the slight variations of the interior finishes.

8/6/25: The amended plan maintains comparable unit amenities, thus meeting this requirement.

Current: Compliant. The second amended final plan has not changed the proposed unit amenities in the inclusionary units.

(1) Parking Amenities. *One parking space per affordable unit must be included in the rent and without any additional charge to the tenant. Additional parking spaces must be made available in the same manner and using the same method for allocation for the market rate units. Premium parking spaces, such as indoor parking, shall not be required to be allocated to the affordable units free of charge, provided that required parking is provided elsewhere on the site.*

4/2/25: Compliant. Each market rate and inclusionary unit includes two parking spaces in an attached garage and must be included in their rent.

Final Plan:

7/2/25: Compliant. No changes have been made in the Final Plan from what was approved in the Preliminary Plan.

8/6/25: The amended plan does not affect the parking amenities.

Current: The second amended plan does not affect the parking amenities.

(2) Storage Amenities. *To the extent that storage is allocated to all market rate units within a development, similar storage space must be allocated to all affordable units and included in the rent without additional charge to the tenant. If storage space is not allocated to all units due to insufficient ratio of storage space to residential units, then the affordable units should have access to storage in the same manner as do the market rate units, at a cost discounted by the ratio of the affordable unit's rent to the equivalent size unit's market rent.*

4/2/25: Not Applicable. This is not an apartment or condo building development. Market and affordable units have storage spaces within the units.

Final Plan:

7/2/25: Compliant. No changes have been made in the Final Plan from what was approved in the Preliminary Plan.

8/6/25: No changes to the storage amenities were made in the amended plan.

Current: No changes to storage amenities made in second amended plan.

(E) Interior Appearance and Finishes. *Affordable housing units may differ from market rate units with regard to interior finishes and gross floor area, provided that:*

4/2/25: Too Be Determined. Affordable units are shown to be similar in size to the market rate units. Therefore, the standards of this Sec. 150.2150(E) are met. As mentioned earlier, interior finish information will be provided and must be reviewed.
Final Plan:

7/2/25: Compliant. The submitted narrative outlines differences in the interior appearance and finishes.

8/6/25: No changes to the interior appearance and finishes were made in the amended plan.

Current: No changes to the interior appearance and finishes in second amended plan.

(1) The bedroom mix of affordable units shall be in equal proportion to the bedroom mix of the market rate units.

- **The applicant is providing 12 2-bedroom units and 22 3-bedroom units. The bedroom mix for the affordable units is equal in proportion to the bedroom mix of the market rate units as required by this Sec. 150.2150(E)(1) of the Code.**

Distribution of Affordable Units by Type Proposed vs. Required – First Amended							
	Proposed by Applicant				Required		
Unit Type	Total # of Units	Sub-Total Mkt Rate Units	Proportion of Mkt Rate Units by Type	Sub-Total Affordable Units	Proportion of Affordable Units Provided	# of Affordable Units Required	Proposed vs. Required
2 bed	65	54	27%	11	31%	9.59	1.41
3 bed	167	143	73%	24	69%	25.41	-1.41
TOTAL	232	197	100%	35	100%	35	0.00

Distribution of Affordable Units by Type Proposed vs. Required – Second Amended							
	Proposed by Applicant				Required		
Unit Type	Total # of Units	Sub-Total Mkt Rate Units	Proportion of Mkt Rate Units by Type	Sub-Total Affordable Units	Proportion of Affordable Units Provided	# of Affordable Units Required	Proposed vs. Required
2 bed	63	51	26%	12	35%	8.98	3.02
3 bed	164	142	74%	22	65%	25.02	-3.02
TOTAL	227	193	100%	34	100%	35	0.00

8/6/25: Amended plan causes higher distribution because 2 three-bedroom units are being removed and 2 two-bedroom unit is being added. Nonetheless, amended plan should still be accepted due to minor change.

Current: Non-Compliant: The second amended plan yields a higher distribution. This is due to the increase in affordable two-unit bedrooms (by 1 unit) and the decrease in 3-bedroom units (by 2). Although these differences are minor, they do not reflect an even distribution with the ratio of 2-bedrooms to 3-bedrooms for the market-rate units. However, due to the amount of inclusionary units this development will yield, Staff recommends that this departure be approved by the Commission.

(2) The differences between the affordable housing units and the market rate units shall not include improvements related to energy efficiency, including mechanical equipment and plumbing, insulation, windows, and heating and cooling systems.

- **4/6/25: To Be Determined. All interior fit and finishes for the affordable units must be the same as market rate units for the above mentioned improvements.**
  Final Plan:
  7/2/25: Compliant. The submitted narrative outlines differences in the interior appearance and finishes.

  8/6/25: No changes in the amended plan.

  Current: No changes in the second amended plan.

(3) The interior gross floor area for the affordable housing units shall be ***no less than the lesser of***

(a) 75 percent of the gross floor area of market rate units with a comparable number of bedrooms, or

(b) the minimum size requirements outlined in the table below; provided, however, that interior gross floor area shall not include areas devoted to vertical

circulation, basements, off-street parking, lockers and similar storage areas, and mechanical rooms." [...]

- **4/6/25: Compliant. The proposed size of the affordable units meets the requirements of this sub-section 150.2150(E) (3) as shown in the tables below. The table below provides a comparison of affordable unit area proposed vs. required. The table shows that the proposed size of units exceed what is required by the Code. Note that the last column of this table is derived using the average market rate unit area by unit type provided by the applicant.**

Final Plan:
8/6/25: Compliant. No changes have been made in the Final Plan from what was approved in the Preliminary Plan.

Current: Compliant. No changes to floor area for inclusionary or market rate units in second amended plan.

Proposed Affordable Unit Type	Total Number of Unit Type	AMI	Affordable Unit Area Proposed	Minimum Area Required per Sec. 2150(E)(3)(b)	75% of Average Market rate unit size per Sec. 2150(E)(3)(a)
2-bed	**11**	TBD	**2,184**	1,000	1,638
3-bed	**24**	TBD	**2,223**	1,350	1,923

Source: Application. Note last column calculated by staff. Measurements above in square feet.

Average Area (in SF) of Market Rate Units by Type, including Rent Range:

Unit Type (bedrooms)	Total # of Mkt Rate Units	Avg. Unit Area	Proposed Rent Range
2	**54**	2,184	See below
3	**143**	2,564	See below

Source: Application. Average Unit Area calculated by staff with data from application and incorporates attached garage.

SECOND AMENDED

Proposed Affordable Unit Type	Total Number of Unit Type	AMI	Affordable Unit Area Proposed	Minimum Area Required per Sec. 2150(E)(3)(b)	75% of Average Market rate unit size per Sec. 2150(E)(3)(a)
2-bed	**12**	TBD	**2,184**	1,000	1,638
3-bed	**22**	TBD	**2,223**	1,350	1,923

Source: Application. Note last column calculated by staff. Measurements above in square feet.

Average Area (in SF) of Market Rate Units by Type, including Rent Range:

SECOND AMENDED

Unit Type (bedrooms)	Total # of Mkt Rate Units	Avg. Unit Area	Proposed Rent Range
2	**51**	2,184	See below
3	**142**	2,564	See below

Source: Application. Average Unit Area calculated by staff with data from application and incorporates attached garage.

Sec. 150.2155 -Target Income Levels for Affordable Housing Units.

- **4/2/25: To Be Determined. The Applicant will need to provide this information.**

Final Plan:

8/6/25: Non-Compliant for Rental units and Compliant for For-Sale units.

The Applicant is proposing either all rental, all ownership, or a blend of inclusionary rental units and inclusionary for-sale units. There will still be 36 total inclusionary units provided, with 10 two-bedroom units and 26 three-bedroom units. However, the Applicant is requesting to not specify a number of rental vs. ownership at this time due to unknown market demands for either unit type. The Applicant is requesting flexibility to allow for the units to be sold or rented as the market allows. Staff met with the Applicant to agree on some sort of structure that would allow for this proposal to be approved with an unspecified number of rental vs. ownership units.

Thus, the Applicant agreed on the following proportion breakdown for of rental units:

- **At least one-third (33%) of all 2-bedroom and 3-bedroom rental units will be rented at 45% AMI.**
- **The remaining two-third (66%) of the rental 2-bedroom and 3-bedroom units will be rented at 60% AMI.**

Providing a majority of rental units at 60% AMI offers more affordability than what is required per code. The first unit to be rented will be rented at 45% AMI, and then the rest will follow the proposed proportion above.

The Applicant is requesting 60% AMI, which is not permitted by-right in the Inclusionary code. The Commission does not have the authority

to approve a different AMI request via a Departure from the code. This change is approved through a modification via the final Planned Development approval, which ultimately requires City Council approval and adoption. The submitted narrative identifies the 2025 rents to be charged for the rental units at 45% & 60% AMI (dependent on bedroom type). The rents will likely change when the units are ready to come online in 2026-27. The table below outlines the proposed breakdown.

8/6/25: Amended plan does not change plan for Rental AMI distributions.

Current: Second Amended plan does not change plan for Rental AMI distributions, as seen below:

Proposed Distribution of Units RENTAL by Income Tier w/Required Distribution by Unit Type				
	Income Tier (AMI)			
Unit Type (bed)	**45%**	**60%**	**100%**	**Distribution by Unit Type**
2	1/3 of 2BR Rental units	2/3 of 2BR Rental units	0	**TBD**
3	1/3 of 3BR Rental units	2/3 of 3BR Rental units	0	**TBD**
Distribution by Income	**TBD** (33%)	**TBD** (66%)	**0** (0%)	

7/2/25: With respect to the for-sale units, the Applicant is also proposing that the Commission consider and approve an unspecified number of for-sale units. However, the for-sale units will follow the Inclusionary Code requirement of for-sale units listed in Sec. 150.2155(A). No less than 50% of all for-sale units shall be sold to income-qualified households at 65% AMI and the remaining units shall be sold to households at 100% AMI.

This proposal does not require a modification from the code, since it meets the AMI target requirement.

The table below outlines the proposal that meets code, although the number of total for-sale 2-bedroom and 3-bedroom units remain unspecified at this time.

8/6/25: Amended plan does not change plan for For-Sale AMI distributions.

Current: Second Amended plan does not change plan for For-Sale AMI distributions, as seen below:

Proposed Distribution of Units FOR-SALE by Income Tier w/Required Distribution by Unit Type				
	Income Tier (AMI)			
Unit Type (bed)	**45%**	**65%**	**100%**	**Distribution by Unit Type**
2	None	1/2 of 2BR for-sale units	1/2 of 2BR for-sale units	**TBD**
3	None	1/2 of 3BR for-sale units	1/2 of 3BR for-sale units	**TBD**
Distribution by Income	**TBD** (0%)	**TBD** (50%)	**TBD** (50%)	

Sec. 150.2155(A) For-Sale Affordable Housing Units. *In covered development projects that contain for-sale units, at least one affordable housing unit and no less than 50 percent of the affordable housing units shall be sold to low-income households at a price, as determined pursuant to Section 150.2155(C) of this Code, that, on average, is affordable to a household with an annual income that is 65 percent of area median income. Any remaining affordable units shall be sold to moderate-income households at a price, as determined pursuant to Section 150.2155(C) of this Code, that, on average, is affordable to a household with an annual income that is 100 percent of area median income. The owner shall execute and record any documents required by Section 150.2140 of this Code to ensure compliance with this Section 150.2155(A).*

Sec. 150.2155(B) Rental of Affordable Housing Units. *In covered development projects that contain rental units: (i) no less than 33 percent of the affordable housing units shall be rented or leased to households with gross incomes from zero percent to 50 percent of the Chicago area median income at a price, as determined pursuant to Section 150.2155(O) of this Code, that, on average, is affordable to a household with an annual income that is 45 percent of area median income; (ii) no less than 33 percent of the affordable housing units shall be rented or leased to households with gross incomes between 51 percent and 80 percent of the Chicago area median income at a price, as determined pursuant to Section 150.2155(O) of this Code, that, on average, is affordable to a household with an annual income that is 65 percent of area median income; and (iii) no more than 33 percent of the affordable housing units shall be rented or leased to households with gross incomes between 81 percent and 120 percent of the Chicago area median income at a price, as determined pursuant to Section 150.2155(O) of this Code, that, on average, is affordable to a household with an annual income that is 100 percent of area median income.* ***If fewer than three affordable units will be provided, such units shall be rented or leased to low-income households at a price, as***

determined pursuant to Section 150.2155(O) of this Code that does not exceed what is affordable to a household with an annual income that is 65 percent of area median income.

Sec. 150.2165 - Marketing of the Affordable Housing Units.

4/2/25: To Be Determined. The Applicant must provide this information. This is required for final consideration.

Final Plan:

7/2/25: Compliant. The Applicant submitted a marketing plan that is compliant with the intent of this inclusionary code provision.

8/6/25: Amended plan does not change marketing plan.

Current: Second amended plan does not change marketing plan.

(A) Good Faith Marketing Required. *All sellers and lessors of affordable units are responsible for marketing the affordable units, and shall engage in good faith marketing efforts to inform members of the public who are qualified to purchase or rent affordable units of the availability of such units for sale or rent. Prior to the initiation of public marketing efforts to sell or lease an affordable housing unit, the seller or lessor thereof shall submit to the Director of Community Development a description of the marketing plan that the applicant proposes to utilize and implement to promote the sale or rental of the affordable units within the development to the appropriate income groups.*

(B) City Assistance with Marketing. *At the applicant's request, the City or its designee shall assist the applicant in marketing the affordable housing units to eligible households, for an additional charge to be determined by the City.*

Sec. 150.2170 - Period of Affordability.

4/2/25: Must Comply. The proposed units are required to be made affordable in perpetuity per Code.

Final Plan:

7/2/25: Compliant. The Applicant will keep the units affordable in perpetuity, per code.

8/6/25: Amended plan does not change units' status of affordability in perpetuity.

Current: Second amended plan does not change units' status of affordability in perpetuity.

(A) Sale of Affordable Housing Units. *In covered developments that contain for-sale units, affordable housing units shall be resold to low and moderate income households for so long as the units are used for residential purposes, in perpetuity or as long as permissible by law. The owner shall execute and record any documents required by Section 150.2140 of this Code to ensure compliance with this Section 150.2170(A).*

(B) Rental of Affordable Housing Units.

(1) In developments that contain rental units, affordable housing units shall be rented to low and moderate income households in accordance with Section 150.2160 of this Code for so long as the units are used for residential purposes, in perpetuity or as long as permissible by law. The owner shall execute and record any documents required by Section 150.2140 of this Code to ensure compliance with this Section 150.2170(B). In the event that the owner of a covered rental development sells the development, the new owner shall be required to continue to provide the affordable housing units in accordance with this Article XXI

Sec. 150.2175 - Affordability Controls.

The following section is provided for the Commission's reference regarding affordability controls. The applicant will comply with these requirements.

(A) For-Sale Affordable Housing Units.

(1) Housing Commission Purchases. The Housing Commission, or a not-for-profit agency designated by the Housing Commission, shall have the pre-emptive option and right, but not an obligation, to purchase each of the for-sale affordable housing units prior to any sale of any such unit. If the City, or the designated not-for-profit, exercises the option and purchases the affordable housing unit, the affordable housing unit shall be subject to such documents deemed necessary by the City, including, without limitation, restrictive covenants and other related instruments, to ensure the continued affordability of the affordable housing units in accordance with this Article. Such documentation shall include the provisions of this Code and shall provide, at a minimum, each of the following:

***(a)** The calculated maximum resale price is an upper limit, but shall not be construed as a guarantee that the unit will be resold at that price.*

***(b)** Market conditions, and characteristics of the affordable housing unit, may result in the sale of an affordable housing unit at a price lower than the calculated maximum resale price.*

(2) Private Party Purchases. In all other sales of for-sale affordable housing units, the parties to the transaction shall execute and record such documentation as required by Section 150.2140 of this Code to ensure the provision and continuous maintenance of the affordable housing units. Such documentation shall include the provisions of this Code and shall provide, at a minimum, each of the following:

***(a)** The affordable housing unit shall be sold to and occupied by an eligible household.*

***(b)** The affordable housing unit shall be conveyed subject to restrictions that shall permanently maintain the affordability of such affordable housing units for eligible households.*

(c) *Preference for the affordable housing units shall be given to eligible households pursuant to the priorities set forth in Section 150.2160 of this Code.*

(d) *The calculated maximum resale price is an upper limit, but shall not be constructed as a guarantee that the unit will be resold at that price.*

(e) *Market conditions, and characteristics of the affordable housing unit, may result in the sale of an affordable housing unit, may result in the sale of an affordable housing unit at a price lower than the calculated maximum resale price.*

(B) Subleasing Prohibited. *Subleasing of affordable units shall not be permitted without the express written consent of the Director.*

(B) Rental Affordable Housing Units. *For covered rental developments that contain affordable housing units, the owner of the development shall execute and record such documentation as required by Section 150.2104 of this Article to ensure the provision and continuous maintenance of the affordable housing units. Such documentation shall include the provisions of this Article and shall provide, at a minimum, each of the following:*

(1) The affordable housing units must be leased and occupied by eligible households.

(2) The affordable housing units must be leased at rent levels affordable to eligible households for so long as the units are used for residential purposes, in perpetuity or as long as permissible by law.

(3) Preference for the affordable housing units shall be given to eligible households pursuant to the priorities set forth in Section 150.2155 of this Code.

(4) The calculated maximum rental price is an upper limit, but shall not be construed as a guarantee that the unit will be rented at that price.

(5) Market conditions, and characteristics of the affordable housing unit, may result in the rental of an affordable housing unit at a price lower than the calculated maximum rental price.

(C) Subleasing Prohibited. *Subleasing of affordable units shall not be permitted without the express written consent of the Director.*

Required Findings of Fact

For ease of reference and consideration, all required findings are provided in this part of the report. The Commission must review and deliberate on these required findings as part of making its preliminary recommendation to the City Council. After deliberation, the Commission should direct staff to draft the Commission's recommendation in accordance with its findings as appropriate.

7/2/25: Final Plan:

The Commission must review and deliberate on these required findings as part of making its final recommendation to the City Council. After deliberation, the Commission should direct staff to draft the Commission's recommendation in accordance with its findings as appropriate. Staff has prepared draft Preliminary and Final Findings of Fact for the Housing Commission comment and edits, or approval.

8/6/25: Amended Plan: The Commission must review the findings based on the revised layout and unit reduction from the previously-approved Final Plan.

Current: The Commission must review the findings based on the revised layout and unit reduction from the previously-amended plan, plus the addition of a new departure for Sec. 150.2150(E)(1) – unit proportional distribution mix.

Provision of Affordable Housing Units per Sec. 150.2115.(A)(2)

This Section is applicable to this particular project as the applicant is proposing to provide 36 of the 37.2 required affordable units on site. The Applicant is providing $222,480 for the 1.2 fractional units.

Final Plan:

7/2/25: The applicant is proposing to make a payment in lieu of $185,400 for the one inclusionary unit not provided. They will also make a by-right payment of $37,080 for the 0.2 fractional unit. Total payment in lieu would be $222,480.

The Housing Commission finds this payment in-lieu amount acceptable for the one inclusionary unit not provided.

8/6/25: Amended Plan: The unit reduction and provided on-site inclusionary units yielded the exact same calculation of 1.2 inclusionary units not provided on-site' result as what was approved in the Final inclusionary plan; 36.2 units are required, 35 units are provided on-site. 0.2 units can be paid via a $37,080 payment-in-lieu by-right and the Commission must reconsider the Applicant's request of recommending approval of the $185,400 payment-in-lieu fee instead of providing the one remaining inclusionary unit on-site.

Current: Second Amended Plan: The unit reduction and provided on-site inclusionary units yielded the exact same calculation of 1.2 inclusionary units not provided on-site' result as what was approved in the Final inclusionary plan; 35.2 units are required, 34 units are provided on-site. 0.2 units can be paid via a $37,080 payment-in-lieu by-right and the Commission must reconsider the Applicant's request of recommending approval of the $185,400 payment-in-lieu fee instead of providing the one remaining inclusionary unit on-site.

(A)(2) Of the quantity of dwelling units identified pursuant to Section 150.2115(A)(1) of this Code, 20 percent must be designated as affordable housing units. ***If the 20 percent calculation performed pursuant to the Section 150.2115(A)(2) yields a fractional number, the applicant must either: (a) provide a full affordable housing unit; or (b) pay a fee-in-lieu for that fractional unit, in the corresponding fractional amount of the per unit payment amount established pursuant to Section 150.2125(B) of this Code.***

Regarding Overarching Inclusionary Housing Standards per Sec. 150.2135(B)(3). *The Housing Commission shall not recommend the approval of a preliminary or final Inclusionary Housing Plan, and the City Council shall not approve a preliminary or final Inclusionary Housing Plan, except upon making the following findings:*

(a) That the applicant has demonstrated that the proposed affordable housing units are designed to accommodate the needs of the target households;

7/2/25: The applicant proposes affordable units with similar finishes and amenities as the market rate units.

However, the applicant is requesting consideration from the Commission for an undefined distribution of rental vs. ownership units. There will still be 36 total Inclusionary units, but the approval structure for an undefined rental vs. ownership distribution will read as follows:

- **At least one-third (33%) of all 2-bedroom and 3-bedroom rental units will be rented at 45% AMI.**
- **The remaining two-third (66%) of the rental 2-bedroom and 3-bedroom units will be rented at 60% AMI.**
- **No less than 50% of all 2-bedroom and 3-bedroom for-sale units shall be sold to income-qualified households at 65% AMI and**
- **The remaining 2-bedroom and 3-bedroom for-sale units shall be sold to households at 100% AMI.**

Although this rental structure offers more affordability for the rental units, this proposed rental rate is not in accordance with the City's Pricing Schedule distributed among the required income tiers [4].

This different AMI request structure requires a modification approved as part of the Planned Development approval.

The Commission finds the proposed plan is acceptable and makes a recommendation of approval.

[4] 0% to 50% AMI, 51% - 80% AMI, and 81% to 120% AMI see Sec. 150.2155. - Target Income Levels for Affordable Housing Units.

8/6/25: Amended Plan: The undefined distribution of rental vs. ownership units will remain the same as what was presented and approved in the final inclusionary plan.

Current: Second Amended Plan: The undefined distribution of rental vs. ownership units will remain the same as what was presented and approved in the previously-amended final inclusionary plan.

(b) That the location, floor plan, fixtures and finishes, and amenities of each proposed affordable housing unit satisfy the applicable provisions of this Code and are suitable for the needs of the target households;

Sec. 150.2150(A) – Location of Inclusionary Units

7/2/25: The applicant's proposal exceeds minimum requirements for interior unit size and amenities and satisfies the applicable provisions of the Code. Market rate and affordable units will be built to the same specification and quality on the exterior and the interior will have similar appliances and finishes. The affordable units will have a two-car garage space, the same as the market rate units.

The layout was updated to disperse the units throughout the building. There are not inclusionary units in certain building types, meaning a departure from the code is still required. Yet, the Commission finds the proposed plan meets this standard.

8/6/25: Amended Plan: The site layout was altered and there are less buildings without inclusionary units and there are no buildings with two inclusionary units. This yields a better distribution of inclusionary units throughout the development. However, there are still some buildings without inclusionary units, meaning a departure from the code for the location of inclusionary units is still required. The Commission still finds the amended plan site layout acceptable.

Current: Second Amended Plan: The site layout was altered and the total building count was further reduced by 1. There is no single building with multiple inclusionary units, meaning the units are well dispersed throughout the development. However, there are still some buildings without inclusionary units, meaning a departure from the code for the location of inclusionary units is still required. The Commission still finds the amended plan site layout acceptable.

Sec. 150.2150(E)(1) – Bedroom Unit Proportional Mix

Current: Second Amended Plan: The amended bedroom proportional mix distribution yields a higher distribution between two- and three-bedroom units than what was previously approved in the final plan and first amended final plan. For that reason, the Commission must consider this departure

from the code. The increase in the number of affordable 2-bedroom units (11 to 12) and the decrease in the number of affordable 3-bedroom units (24 to 22) does not yield a distribution ratio that matches the market-rate unit ratio. However, a higher yield is subject to large swings such as this when the number of market-rate units is this large. Since no other development in Highland Park matches this scale and coupled with the large number of inclusionary units expected to come online from this proposal, the Commission finds the second amended bedroom unit proportional mix departure acceptable.

(c) That each affordable housing unit is designed to accommodate family living needs for common space and dining areas; and

7/2/25: The floor plans provided meet this standard as they depict adequate floor area, amenities and accommodations for expected household sizes. The plan proposes two-bedroom and three-bedroom units that are well over the minimum requirement size and has amenities that are suitable for a small and medium-sized families or households. This units will become extremely valuable commodities for the City's inclusionary housing portfolio.

The Commission finds the proposed plan meets this standard.

8/6/25: Amended Plan: The unit reduction in the amended plan is not altering the unit size, layout, or elements that would negatively impact the living needs to accommodate a family.

10/8/25: Current: No change in the second amended plan's unit layout that would negatively impact the living needs to accommodate a family.

(d) That the proposed affordable housing units, and the development as a whole, conform to the applicable standards and requirements of this Chapter.

7/2/25: The Commission recommends Final approval of the Inclusionary Housing Plan for 1700 Old Deerfield Road and that the Plan conforms to the standards, requirements and goals of Article 21.

A Departure from the code for the Location of units is required.

Recommendations from the Commission to City Council are required for the cash payment-in-lieu and the rental proportion breakdown offering 2/3 of all rental units at 60% AMI.

The Commission finds the proposed plan meets this standard.

8/6/25: Amended Plan: there are no additional departures from the code that are required by the unit total reduction. The 'Location' departure from the code is still required due to certain building types not having an inclusionary unit represented. The Commission must also still make a recommendation to

City Council regarding the cash payment-in-lieu request and the rental proportion breakdown offering 2/3 of all rental units at 60% AMI.

The Commission finds the amended plan acceptable.

Current: Second Amended Plan: There is one additional departures from the code that are required by the unit total reduction change in project scope.

The additional departure is the 'Unit Proportional Mix' (Sec. 150.2150(E)(1)) departure from the code is required due to the unit change yielding a higher distribution that doesn't reflect the proportional mix of market-rate two- and three-bedroom units.

The same departure from the previously-amended final plan is the 'Location' (Sec. 150.2150(A)) departure from the code is still required due to certain building types not having an inclusionary unit represented.

The Commission must also still make a recommendation to City Council regarding:

1. **The cash payment-in-lieu request of $185,400 to omit 1 of required 1.2 units, and**
2. **Allowing the rental proportion breakdown offering 1/3 of all rental units at 45% AMI and the remaining 2/3 of all rental units at 60% AMI when the code requires 1/3 at 45% AMI, 1/3 at 65% AMI, and remaining 1/3 at 100% AMI.**

The Commission finds the second amended plan acceptable and approves the above two departures for the location of units and unit proportional mix while making a recommendation of approval to City Council for the cash payment-in-lieu request and allowing a different rental AMI breakdown than what is permitted in code.

The Habitat Company LLC

1700 Old Deerfield Road, Highland Park, Illinois

Project Narrative

Introduction

The Habitat Company LLC (the "Developer") proposes the redevelopment of 1700 Old Deerfield Road in Highland Park, Illinois, the former Solo Cup property (the "Property"). The Property is currently vacant. The proposed development contemplates the construction of 227 rental and/or for-sale residential townhomes. In addition to redeveloping this vacant land, the proposed development would foster local economic development, reduce traffic congestion, improve roadway and pedestrian safety, conserve environmental resources, provide 34 affordable housing units and generate significant new tax revenue over the current taxes paid by the owner of the Property (less than ~$1,200 annually).

Project Overview

The proposed development consists of 227 units oriented around a driving court with 270 on-site parking spaces in addition to two-car garages attached to every unit, a clubhouse, fitness center, locker room, outdoor recreation areas and resort style pool. Additionally, the proposed development envisions significant improvements to Old Deerfield Road with a dedicated left turn lane from northbound Old Deerfield Road to Richfield Road, reducing traffic delays and improving roadway safety.

Ownership and Proposed Use

The Property is currently owned by Red Cup Land Company, LLC and will be purchased by Developer following the required zoning approval. The Developer will either sell or lease the units for residential use, depending on market conditions.

Objectives

The proposed development features 227 luxury residential units, which is substantially less than the proposed zoning would permit of 253 units in the RM-1 district which does not include any units from the R-7 district. In addition there will be a clubhouse with outdoor garden, a Tot Lot and Dog Run. There are 227 two-car garages attached to every unit (total 454 spaces), 207 additional driveway surface parking spaces at the west townhomes, street parking and parking lot spaces for a total of 715 total parking spaces. The 227 units will be constructed within 49 buildings spread around a series of driving lanes and courts primarily orienting units to within the community to give surrounding neighbors privacy. The design also incorporates generous setbacks and expansive landscape buffers, both new and existing. The proposed development will use best efforts to adhere to as many environmentally responsible design and construction guidelines as possible. The clustering, setbacks, and landscape buffers are intended to reduce the proposed development's visual impact on the neighborhood. The market will dictate whether the property is built in one phase or multiple phases.

There will be two vehicular access and exit points. One is proposed for the northeast corner of the Property along the Union Pacific Railroad at Old Deerfield Road (the "Access Road"). Currently this road is barricaded to public access off of Richfield Road but will be opened up for public ingress and egress

once the development is completed. A second access point is proposed near the current entrance on Old Deerfield Road.

Additionally, the Developer has retained a team of expert consultants who have performed preliminary studies related to the proposed use, including off-site traffic patterns and capacities, civil engineering, wet-lands, and existing tree conditions. Preliminary studies are enclosed in this application and final engineering will be submitted at a later date.

These consultants have identified deficiencies with local traffic ways and other public improvements and outlined certain public improvements that must be upgraded and modified, even without any development of the Property. The Developer is not seeking reimbursement for the cost of these improvements from the City of Highland Park nor through tax increment financing for the improvements on the Property.

Inclusionary Zoning Unit Amenities

Buildings are designed on the outside to look the same as the Market rate units using the same materials. Energy efficient windows with sound glass in units along the railroad.

Balconies will be provided on the backside of the units of the same size and materials as the Market Rate Units

Two Car Garages are provided of the same approximate size and height as the Market Rate units

Front Yards and entry sidewalks are the same size and landscape detail as the Market Rate units

The Affordable Units are much larger than the minimum required by the Highland Park code and are close in size to the market rate units

	Minimum	75% Market	Actual Affordable	Market Size
Two Bedroom Affordable	1,000 SF	1,638 SF	1,787 SF	1787 SF
Three Bedroom Affordable	1,350 SF	1,923 SF	1,826 SF	2,014-2,224 SF

Two Bedroom Units have 2.5 Bathrooms , Family Flex Room and entry closet on ground level, Living-Dining- Kitchen with private Workspace or Pantry on second level, Bedroom 1 and 2 with walk-in closet and in situ bath and Linen closet and side by side washer dryer on third level.

Three Bedroom Units have 2.5 Bathrooms, Family Flex Room and entry closet on ground level, Living-Dining-Kitchen with private workspace or walk-in pantry on second level, Bedroom 1 with walk-in closet and in-situ bath, Bedroom 2 and 3 have open front closets, shared Bathroom 3, and Linen Closet and side by side washer dryer on third level.

Kitchens have 21 cu ft refrigerators with ice maker in affordable units and 23 cu ft side by side refrigerators in market rate units. Electric or gas slide in ranges with over the stove microwaves with exhaust built in. Under counter dishwashers with multi function wash/dry cycles. Garbage Disposal and stainless steel sinks with pull down/out nozzles.

Kitchen countertops of Quartz, Bathroom/Powder Room Vanity countertops of Plastic Laminates, Compressed Resin or Quartz material.

Ground and Second and Third level room with wide plank vinyl composition flooring and painted wood base or 3/8" thick prefinished vinyl base.

Viny Composition or Wood Stairs with drywall sides or wood railing.

Bathrooms with ceramic tile or quartz tile on walls and floors and base.

Electric service, telephone service and cable service provided to each town home.

High Efficiency forced air furnace and air conditioning unit.

We worked closely with city staff to make sure the exteriors of the affordable units were unidentifiable to the market rate units and distributed throughout the site.

Market rate unit pricing is difficult to predict and will be determined by the market at delivery.

We are requesting the inclusionary units be either all for rent, all for sale or a blend of for sale and for rent provided that the proportions are shown below. The first inclusionary zoning unit will be 45% AMI and thereafter will be the following mix.

Inclusionary Unit Mix:

- For all rental units, 1/3 of units will be rented at 45% AMI and 2/3 of units rented at 60% AMI which requires modification.
    - Sec. 150.2155(B) of inclusionary code requires 1/3 at 45% AMI, 1/3 at 65% AMI, and 1/3 at 100% AMI
    - We are looking to provide more affordability in our rental inclusionary units by offering 2/3 units at an AMI lower than required by code
- For all for-sale units, ½ of units will be sold at 65% AMI and ½ units sold at 100% AMI (meets inclusionary code requirement in Sec. 150.2155(A))

The affordable unit rents are determined by the City's 2025 rental affordable unit pricing schedule seen here. Because the Inclusionary Ordinance requires 65% AMI instead of the proposed 60% AMI, Staff provided those calculations. All rental affordable unit pricing schedules are based on 2025 HUD Income Limits, seen here.

- Rental Units (assuming tenants pay own gas utility)
    - 2BR Units at 45% AMI – Average rent is $1,165
    - 2BR Units at 60% AMI – Average rent is $1,570
    - 3BR Units at 45% AMI – Average rent is $1,294.88
    - 3BR Units at 60% AMI – Average rent is $1,744.50
- For-Sale
    - 2BR Units at 65% AMI – Average sale price is $181,000
    - 2BR Units at 100% AMI is – Average sale price is $353,000

- 3BR Units at 65% AMI – Average sale price is $216,000
- 3BR Units at 100% AMI – Average sale price is $407,000



Color Palette A - Front Load Towns



Color Palette B - Rear Load Rows



Color Palette C - Front Load Towns



Color Palette A - Rear Load Rows



Color Palette B - Front Load Towns



Color Palette C - Rear Load Rows



HABITAT
Chicago, IL

Site Plan - Building Key

Highland Park Townhomes
Highland Park, IL

BSB DESIGN
BSBDESIGN.COM

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2025 BSB Design, Inc.

January 15, 2026 | 25-0030

Highland Park Townhomes

Habitat Company

Date	5-Sep-25
Phase	Schematic Design

Unit	Description	NRSF (sf)	Garage (sf)	GSF (sf)	Unit Count		Total NRSF	Total GSF	Notes:
					Total	Percent			
Townhome Units									
Plan A	2 Bed / 2.5 Bath	1,787	397	2,184	51	22.47%	91,137	111,384	Rear-Load Garage
Plan A2 - Affordable	2 Bed / 2.5 Bath	1,787	397	2,184	12	5.29%	21,444	26,208	Rear-Load Garage. 35% 2-BR for Affordable Units
Plan A3 - Affordable	3 Bed / 2.5 Bath	1,826	397	2,223	22	9.69%	40,172	48,906	Rear-Load Garage. 65% 3-BR for Affordable Units
Plan B - Interior/End	3 Bed / 3.5 Bath	2,014	438	2,452	92	40.53%	185,288	225,584	Rear-Load Garage
Plan C - Interior	3 Bed / 3.5 Bath	2,209	404	2,613	30	13.22%	66,270	78,390	Front-Load Garage
Plan C - End	3 Bed / 3.5 Bath	2,224	404	2,628	20	8.81%	44,480	52,560	Front-Load Garage
Total Townhome Units					**227**	**100.00%**	**448,791**	**543,032**	
Totals					**227**	**100.00%**	**448,791**	**543,032**	
							1977	2392	
							Mean NRSF	**Mean GSF**	

NRSF:	Measured to exterior face of stud at exterior and to centerline of demising wall; including all stair openings but **excluding garage.**
GSF:	Total buildable square footage including NRSF and garage.



North

0 40 80 160 320

HABITAT™

Proposed Construction Phasing
HIGHLAND PARK TOWNHOMES
Highland Park, IL

BSB DESIGN
BSBDESIGN.COM

Date: September 16, 2025

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2025 BSB Design, Inc.

EXHIBIT P

Development Agreement

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Steve M. Elrod
Elrod Friedman LLP
350 North LaSalle Street
Second Floor
Chicago, IL 60654

Above Space For Recorder's Use Only

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF HIGHLAND PARK

AND

[THE HABITAT COMPANY LLC][1]

(1660 AND 1700 OLD DEERFIELD ROAD)

DATED AS OF _____ ___, 2026

[1] The name will be replaced with, and the document will be executed by, the to-be-formed entity that actually takes title to the Property.

Development Agreement
Between
The City of Highland Park
and [The Habitat Company LLC]
(1660 and 1700 Old Deerfield Road)

THIS DEVELOPMENT AGREEMENT (***"Agreement"***) is made as of the __ day of _____, 2026, by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation (***"City"***), and [**THE HABITAT COMPANY LLC]**, a Delaware limited liability company (***"Developer"***).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's home rule powers, the parties hereto agree as follows:

SECTION 1. RECITALS.

A. The Property commonly known as 1660 and 1700 Old Deerfield Road, Highland Park, Illinois, is located in the RM1 Medium-To-High Density Residential District of the City ("***RM1 District***"), the R7 Single- and Two-Family Residential District of the City ("***R7 District***"), and the I Light Industrial District of the City ("***I District***"), consists of approximately 28.61 acres, and is legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement ("***Property***"); and

B. As of the Effective Date, Developer is the owner of the Property.

C. On _____, 2026, the Corporate Authorities adopted the Special Use Ordinance to allow for the construction and maintenance of the Development.

D. As a condition of the Special Use Ordinance, Developer is required to enter into this Development Agreement with the City.

E. The Corporate Authorities have determined that the development of the Property pursuant to and in accordance with this Agreement would further enable the City to regulate the development of the Property.

F. As provided in, and as a condition of, the Development Approvals, Developer has agreed to execute this Agreement to provide that the Property be developed only in compliance with this Agreement and the Development Approvals.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context. All capitalized terms and phrases in this Agreement have the meanings set forth in the preamble above and in this Section or elsewhere in this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the City Laws.

***"Affordable Unit(s)"*:** Any residential dwelling unit or units designated for Affordable Housing, as that term is defined by Section 33.1133(A) of the City Code, as a result of the development of the Property and pursuant to the Inclusionary Housing Regulations.

***"Affordable Unit Declaration"*:** The "Affordable Unit Declaration of Covenants, Conditions, and Restrictions" in substantially the form as the applicable templates attached to this Agreement as **Exhibit H**, subject to modification acceptable to the City Manager and the Corporation Counsel, to be executed by Developer and recorded against each Affordable Unit pursuant to the Inclusionary Housing Regulations and Section 7.B.2 of this Agreement.

***"Building Code"*:** Chapter 170 of the City Code.

***"City Code"*:** "The Highland Park Code of 1968", as amended from time to time.

***"City Laws"*:** The City Code, the Zoning Code, the Subdivision Code, and all other City laws, codes, ordinances, resolutions, rules, regulations, and policies.

***"Clubhouse"*:** That certain Structure on the Property with a resort style-pool and outdoor garden to be constructed, used, and maintained in the Common Areas of the Development.

"*Common Areas"*: All of the areas of that are not within any of the dwelling units to be constructed on the Property, as depicted on the Final Development Plan, together with any and all improvements on the Property.

***"Corporate Authorities"*:** The Mayor and City Council of the City.

***"CTM Plan"*:** Defined in Section 6.F.1 of this Agreement.

***"Development"*:** Described and defined in Section 3.A of this Agreement.

***"Development Approvals"*:** The Map Amendment Ordinance, the Special Use Ordinance, and the Final Plat Resolution.

***"Effective Date"*:** The date of execution of this Agreement by all of the Parties, as set forth in the first paragraph of page one of this Agreement.

***"Events of Default"*:** Defined in Section 14.A of this Agreement with respect to Developer and in Section 14.B of this Agreement with respect to the City.

***"Final Development Plan"*:** The plans and specifications for the Development approved and defined in Section 3 of the Special Use Ordinance.

***"Final Engineering Plan"*:** The engineering plan approved by the Special Use Ordinance, and deemed to be incorporated in, and made a part of, the Final Development Plan.

"*Final Inclusionary Housing Plan*": The inclusionary housing plan approved as part of the Special Use Ordinance.

***"Final Landscape Plan"*:** The landscape plan approved by the Special Use Ordinance, which landscape plan is deemed to be incorporated in, and made a part of, the Final Development Plan.

"***Final Plat Resolution***"**:** Resolution No. _____, adopted by the Corporate Authorities on _____ __, 2026, approving the Final Plat of Subdivision.

"***Final Plat of Subdivision"*:** The plat of subdivision for the Property, approved by the Final Plat Resolution.

***"Guarantee"*:** Defined in Section 10.A of this Agreement.

***"Housing Commission"*:** The Highland Park Housing Commission, an Illinois municipal corporation established pursuant to Article XI of Chapter 33 of the City Code, along with the Housing Commission's authorized agents and designees.

***"Improvement Construction Schedule"*:** The schedule for construction of Improvements, as described in Section 5.A.3 of this Agreement.

***"Improvements"*:** The on-site and off-site improvements to be made in connection with the development of the Property, as provided in Section 5 of this Agreement, including, without limitation, the Public Improvements to be installed pursuant to the Final Development Plan.

"*Inclusionary Housing Regulations*": Article XXI of Chapter 150 of the Zoning Code.

***"Indemnified Claims"*:** Defined in Section 11.C of this Agreement.

***"Letter of Credit"*:** The performance security required by Section 10.A of this Agreement, in the form attached as **Exhibit C** to this Agreement.

***"Maintenance Guarantee"*:** Defined in Section 10.D of this Agreement.

***"Map Amendment Ordinance"*:** Ordinance No. ____, adopted by the Corporate Authorities approving a zoning map amendment for the Property.

***"Parties"*:** The City and Developer, collectively.

***"Person"*:** Any corporation, partnership, individual, joint venture, limited liability company, trust, estate, association, business, enterprise, proprietorship, governmental body or any bureau, department or agency thereof, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the above.

***"Property"*:** Defined in Recital A of this Agreement.

***"Public Improvements"*:** Those Improvements that will be dedicated to, and accepted by, the City, including, without limitation, the Public Improvements identified in **Exhibit B**.

***"Public Improvements Standards Manual"*:** The "City Engineering Standards Details," as amended from time to time.

***"Requirements of Law"*:** All City Laws and all other applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of any federal, state, or local government or governmental agency with jurisdiction over the Property, each as may be amended from time to time.

***"Site Restoration"*:** Site restoration and modification activities to establish a park-like setting suitable for passive outdoor recreational activities, including without limitation, demolition

of partially constructed improvements and Structures, regrading, erosion control, and installation of sod or seeding.

***"Special Use Ordinance"*:** Ordinance No. ____, adopted by the Corporate Authorities and as may be amended: (i) approving a special use permit for a planned development for the Property; (ii) approving a special use permit in the nature of a conditional use permit to allow a portion of the Property located along Old Deerfield Road to be used as a freestanding off-street parking lot; (iii) approving the Final Development Plan for the Property; (iv) granting zoning modifications within the approved planned development; and (v) approving the Final Inclusionary Housing Plan.

***"Stormwater Improvements"*:** The Improvements depicted on the Final Engineering Plan: private storm sewers, related equipment, appurtenances, Structures, swales, and storm drainage areas installed and maintained on the Property to ensure adequate storm water drainage and management and to collect and direct storm water into the City storm sewer system or the Wetland Waters of the US 5, as applicable.

"Structure": Anything constructed or erected, the use of which requires more or less permanent location on the ground, or anything attached to something having a permanent location on the ground, but not including paving or surfacing of the ground. Structure will in all cases be deemed to include, without limitation, the 48 townhouse-style residential Structures, the Clubhouse, the two tot lots, the two dog parks, the maintenance building, and the off-street parking facilities to be constructed on the Property, as part of the Development.

***"Subdivision Code"*:** Chapter 151 of the City Code, as amended from time to time.

***"Uncontrollable Circumstance"*:** Any of the following events and circumstances that materially change the ability of Developer to carry out its obligations under this Agreement:

a. a change in the Requirements of Law, other than an action taken by the City pursuant to Section 15.A.3 of this Agreement;

b. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;

c. epidemic or pandemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions that actually prevent the performance of work, or other similar Act of God;

d. governmental condemnation or taking other than by the City; or

e. strikes, lockouts, or labor disputes, other than those caused by the unlawful acts of Developer, its partners, or affiliated entities.

Uncontrollable Circumstance does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; or (ii) economic hardship, impracticability of performance, commercial, economic, market conditions, increased taxes or tariffs, or a failure of performance by a contractor (except as caused by events that are Uncontrollable Circumstances as to the contractor).

***"Vertical Construction"*:** The construction of any portion of a Structure above grade level.

***"Zoning Code"*:** The "City of Highland Park Zoning Ordinance of 1997", as amended from time to time.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, feminine or neutral pronouns are to be substituted for those masculine in form and vice versa, and plural terms are to be substituted for singular and singular for plural, in any place in which the context requires.

2. Headings. The headings, titles, and captions in this Agreement are used only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement or any of the substantive provisions of this Agreement.

3. Calendar Days; Calculation of Time Periods. Unless otherwise specified in this Agreement, references to days in this Agreement are to calendar days. Unless otherwise specified in this Agreement, in computing any period of time under this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period will run until the end of the next day which is not a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central Prevailing Time.

4. Compliance and Conflict with Other Requirements. Unless otherwise specified in this Agreement, if there is a conflict between this Agreement and any plan, document, or Requirement of Law referenced in this Agreement, the plan, document, or Requirement of Law that provides the greatest control and protection for the City, as determined by the City Manager, will control. All of the provisions in this Agreement, and all referenced plans, documents, and the Requirements of Law are to be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

SECTION 3. APPROVAL OF DEVELOPMENT.

A. On _____, 2026, the Corporate Authorities adopted the Development Approvals to enable the development on the Property of 48 townhouse-style residential Structures, containing a total of 227 residential dwelling units, 34 of which will be inclusionary housing units, along with the Clubhouse, two tot lots, two dog parks, a maintenance building, off-street parking facilities, and additional accessory residential amenities and improvements on the Property ("***Development***").

B. To enable the construction of the Development on the Property, with the ingress and egress locations depicted in the Development Approvals, the City hereby agrees to allow for the amendment of that certain restrictive covenant that was recorded against the Property on January 26, 1965 as Document No. 1252519 with the Recording Division of the office of the Lake County Clerk. The amended version of the restrictive covenant shall be in the form attached to this Agreement as **Exhibit I**.

SECTION 4. DEVELOPMENT OF THE PROPERTY.

A. Compliance with this Agreement. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the City Laws or any other rights Developer may have, during the term of this Agreement, the Property may only be developed pursuant to, and in accordance with, the terms and provisions of the Special Use Ordinance and this Agreement

B. General Development Restrictions. The development, construction, operation and maintenance of the Development on the Property, must, except for minor alterations due to final engineering and site work approved by the City Engineer or the Director of Community Development, as appropriate, comply, and be in accordance, with the following:

1. this Agreement;
2. the Development Approvals;
3. the Final Development Plan, and all individual plans and documents of which it is comprised;
4. the Zoning Code;
5. the Building Code;
6. the Subdivision Code;
7. the Public Improvements Standards Manual; and
8. the Requirements of Law.

Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among any of the plans or documents listed as or within items 1 through 8 of this Section 4.B, the interpretative provisions of Section 2.B.4 will prevail.

C. Traffic Studies Required.

1. Developer acknowledges and agrees that it will, at its expense, conduct an updated professional traffic study consisting of the same scope as the existing traffic study, which traffic study must monitor and provide a performance review of the traffic control devices installed at the intersection of the Union Pacific Railroad right-of-way and Old Deerfield Road. Developer must construct or perform all traffic improvements recommended by such updated traffic study that are attributable to the Development, including cross-hatching at the intersection of Old Deerfield Road and the Union Pacific Railroad.

The updated traffic study must be conducted while schools are in session. The updated traffic study must be performed at the time that the Development achieves at least 90 percent occupancy, or at such earlier time during the construction of the Development that the City Manager, in their sole discretion, may determine is necessary and warranted but in no event will more than one updated traffic study be required.

2. Developer acknowledges and agrees that it has, at its expense, conducted a professional traffic engineer assessment of the safety of the proposed crosswalk at the intersection of Devonshire Court and Ridge Road. Further, Developer agrees to construct or perform the traffic improvements recommended by the professional traffic engineer, at Developer's expense.

SECTION 5. IMPROVEMENTS.

A. Design and Construction of the Improvements.

1. Description of Improvements. The Improvements are depicted and described on the Final Engineering Plan and the other components of the Final Development Plan, and in Exhibit B.

2. General Standards. All Improvements must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Special Use Ordinance, and will be subject to the reasonable written satisfaction of the City Engineer in accordance with the City Code and the Subdivision Code. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and within any deadlines provided pursuant to this Agreement or in the permits issued by the City for construction of the Improvements. All materials used for construction of the Improvements must be new and of first-rate quality.

3. Improvement Construction Schedule. Prior to commencing any construction of any Public Improvement, or of any part of the Proposed Development that will affect existing utilities or roadways, Developer must meet with the City Engineer, or his or her designee, to develop a mutually-agreeable schedule for all such construction ("***Improvement Construction Schedule***"). The meeting must take place not less than one week prior to the commencement of any such construction. After the meeting, Developer must prepare and submit minutes of the meeting to the City Engineer. The City Engineer will respond within seven days of receipt either approving the meeting minutes or with a detailed list of comments. No construction may occur prior to the reasonable approval by the City Engineer of the meeting minutes and the Improvement Construction Schedule. All construction of the Proposed Development must be substantially in compliance with the approved meeting minutes and the Improvement Construction Schedule.

4. Contract Terms; Prosecution of the Work. Developer must include in every contract for work on the Improvements terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Development Approvals, the Final Development Plan, the Improvement Construction Schedule, and the Requirements of Law, until the work is properly completed, and providing that Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

5. Engineering Services. Developer must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements, by a professional engineer responsible for overseeing the construction of the Improvements. Developer must promptly provide the City with the name of a local owner's representative and a telephone number or numbers at which the owner's representative can be reached at all times.

6. City Inspections and Approvals. All work on the Improvements is subject to inspection and approval by City representatives at all times. Developer will provide immediate access to the Property for the purpose of conducting these inspections during regular operating hours and within 12 hours outside of regular operating hours upon notice by the City.

7. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission, or approval of any third-party public agency or private party, Developer must promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain the consent, permission, or approval.

B. Connection of Utilities.

1. Developer must, at its sole cost and expense, and in accordance with and pursuant to the Final Development Plan, upgrade: (a) all public utility connections servicing the Property; and (b) the connection of all utilities to facilities located on the Property.

2. No utilities located on the Property may be connected to the sewer and water utilities belonging to the City except in accordance with the applicable provisions of the Requirements of Law and upon payment all fees required by City Laws.

C. Landscaping. Prior to the issuance by the City of a final certificate of occupancy for any Structure on the Property, Developer must install all landscaping on the Property, as depicted on the Final Development Plan for the applicable phase, which landscaping must be installed and maintained in accordance with the following:

1. All trees, shrubs, plantings, and ornamentals must be healthy, and of the size, height, and species described in the Final Development Plan.

2. The City Forester will have the right to reasonably reject or require replacement of any landscaping that is not in accordance with this Agreement.

3. Developer will, and does hereby, guaranty the proper health and survival of all landscaping (new and transplanted) for a period of two years after the date of the installation of the landscaping.

4. The final grade of the Property must contain a minimum of four to six inches of topsoil, except as may be approved by the City Forester.

5. Upon installation, the trees required to be installed and planted pursuant to this Agreement must have the minimum height and diameter as represented on the Final Development Plan, and must comply with the tree replacement requirements set forth in the City Laws.

6. Developer must replace any plantings that are not healthy and growing after one year from the date of installation.

D. Lighting.

1. All exterior lighting installed on the Property as part of the Development must comply at all times with the lighting requirements set forth in Section 150.605 of the Zoning Code.

2. No exterior light fixture installed on the Property as part of the Development may exceed a correlated color temperature of 3,000 Kelvin.

E. Right-of-Way Improvements.

1. Grant of Temporary Construction License. Subject to the terms and conditions set forth in this Agreement, the City grants to Developer, and Developer accepts, a non-exclusive revocable license, for the construction, installation, and completion, at the sole cost and expense of Developer, of the following improvements (collectively, the ***"Rights of Way Improvements"***) within City-owned rights-of-way and, as necessary, within adjacent City-owned parcels (collectively, the ***"Licensed Premises"***), all as depicted in the Final Engineering Plan, and pursuant to and in strict accordance with the terms and provisions of this Section 5.E and the other provisions of this Agreement (***"Improvement Construction License"***):

a. Sidewalk. The construction and maintenance of a sidewalk and mountable curbs within the: (i) easterly portion of that certain segment of the Old Deerfield Road right-of-way located between the northern lot line of the Property and the intersection of the Old Deerfield Road and Richfield Road rights-of-way, in a manner that minimizes impact to the existing landscaping located within the right-of-way; and (ii) the 297.18 foot-long portion of that certain segment of the Old Deerfield Road right-of-way located between the northern lot line of the Property and the intersection of the Old Deerfield Road and Ridge Road rights-of-way; provided that, notwithstanding the Final Development Plan to the contrary, Developer must reconstruct the sidewalk to a width of five feet in front of any property located west of the Property and east of the intersection to which it acquires title.

b. Landscaping in Public Rights-of-Way. Installation of landscaping materials within the rights-of-way adjacent to the Property, as depicted in the Final Landscape Plan.

2. Limitation of Interest. Except for the Improvement Construction License granted pursuant to this Section 5.E, Developer does not and will not have any legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in any portion of the Licensed Premises, or the Old Deerfield Road, Ridge Road, Richfield Road, Cavell Avenue, Winthrop Road, or Devonshire Court rights-of-way, or any other City-owned property or right-of-way. Specifically, and without limitation of the foregoing, Developer acknowledges and agrees that nothing in this Agreement is to be interpreted to provide a license to Developer to alter any City-owned right-of-way in any way other than for the installation of the improvements identified in this Section 5.E.

3. Construction of the Right-of-Way Improvements. Developer must construct the Right-of-Way Improvements in accordance with and pursuant to the Final Development Plan and this Agreement, in a good and workmanlike manner, all at the sole expense of Developer and subject to inspection and approval by the City. Specifically, and without limitation of the foregoing, during the period of installation, Developer must: (a) construct all Right-of-Way Improvements in specific locations and of specific designs approved in advance by the City Engineer and, for landscaping improvements, by the City Forester; and (b) maintain the Licensed Premises and all streets, sidewalks, and other public property in and

adjacent to the Licensed Premises in a safe, good and clean condition without hazard to public use at all times, and in accordance with the standards set forth in Section 6.H of this Agreement.

4. City's Reservation of Rights Over Licensed Premises. The City hereby reserves the right to use the Licensed Premises in any manner that will not prevent, impede, or interfere in any way with the exercise by Developer of the rights granted pursuant to this Section 5.E. The City will have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Licensed Premises rights-of-way. The City further reserves its right of full and normal access to the Licensed Premises for the maintenance of any existing or future utility located thereon.

5. Liens. Developer must, at its sole cost and expense, take all necessary action to keep all portions of the Licensed Premises free and clear of all liens, claims, and demands, including, without limitation, mechanic's liens, in connection with any work performed by Developer or its agents.

6. Maintenance of Right-of-Way by City. Without limitation of the provisions of Section 11 of this Agreement, the City will not be liable for any damage that may occur to the Right-of-Way Improvements as a result of the City's necessary maintenance responsibilities with regard to any right-of-way that is subject to the Improvements Construction License. Any maintenance, repair, or replacement of the Right-of-Way Improvements necessary as a result of the City maintenance or other work will be at the sole cost and expense of Developer, through and including the date of expiration of the Improvements Construction License, as set forth in Section 5.E.7 of this Agreement.

7. Term. The Improvements Construction License granted pursuant to this Section 5.E will expire upon the acceptance by the City of all Right-of-Way Improvements pursuant to Section 5.F of this Agreement.

F. Dedication and Maintenance of the Improvements.

1. Final Inspection and Approval of the Improvements. Developer must notify the City when it believes that any or all of the Improvements have been fully and properly completed and must request final inspection and approval of the Improvement or Improvements by the City. The notice and request must be given far enough in advance, and in no event with less than one week's advance notice, to allow the City time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow Developer time to make all required repairs and corrections prior to the scheduled completion date (as may be established pursuant to this Agreement or in the permits issued by the City for construction of the Improvements). Developer must promptly make all necessary repairs and corrections as specified on the punch list. The City is not required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to Section 5.A of this Agreement, including all punch list items, have been fully and properly completed; and (b) the City Director of Public Works has determined that the specific Improvement has been constructed to completion, in accordance with the Final Development Plan and the Requirements of Law.

2. Dedication and Acceptance of Public Improvements. Neither the execution of this Agreement, nor the approval of the Development Approvals, nor the execution and recordation of the Final Plat of Subdivision constitutes acceptance by the City of any Improvements that are depicted as "dedicated" on the Final Plat of Subdivision or on the Final

Development Plan, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement may be made only by the Corporate Authorities, and only in compliance with the requirements of the Subdivision Code.

3. Transfer of Ownership of the Public Improvements and Easements to the City. Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the City pursuant to Section 5.F of this Agreement, Developer must execute, or cause to be executed, all documents as the City may request to transfer ownership of, or to provide easements in, the Public Improvements to, and to evidence ownership of the Public Improvements by, the City, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the City in writing. Developer must, at the same time: (a) grant, or cause to be granted, to the City all insured easements or other property rights as the City may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the City, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the City in writing; and (b) provide a written estimate of the monetary value of each Public Improvement to be accepted by the City.

4. Maintenance of Public Improvements. Developer hereby guarantees, on its behalf and on behalf of its successors, the prompt and satisfactory correction of all defects and deficiencies in any of the Public Improvements that occur or become evident within two years after acceptance of the Public Improvement by the City pursuant to this Agreement. In the event the City Engineer determines, in the City Engineer's reasonable discretion, that a defect or deficiency has occurred, any Public Improvement, Developer must, after 10 days' prior written notice from the City (subject to Uncontrollable Circumstances), correct it or cause it to be corrected. If Developer fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion, the City, after 10 days' prior written notice to Developer, may, but will not be obligated to, enter upon any or all of the Property for the purpose of performing maintenance work on and to the Public Improvement. In the event that the City causes to be performed any work pursuant to this Section 5.F.4, Developer must, upon demand by the City, pay the costs of the work to the City. If Developer fails to pay the costs, the City will have the right to draw from the Maintenance Guarantee required pursuant to Section 9.B of this Agreement, based on costs actually incurred or on the City's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses.

5. Effect of Approval and Acceptance. Approval or acceptance of any Improvement will not constitute a waiver of any rights or claims that the City has, before or after approval and acceptance, with respect to any breach of this Agreement by Developer or any right of indemnification of the City by Developer.

G. Sound and Noise Mitigation for Certain Dwelling Units. The construction of the Development must comply with the Sound Attenuation Study to be performed, but outlined in a letter by Shiner Acoustics, LLC dated January 12, 2026 and attached to this Agreement as **Exhibit K** ("***Sound Study***")**.** The Sound Study must be complete and submitted to the City in final form prior to the filing of an application for a vertical building permit for any of the Building Assemblies identified in this Section. Specifically, and without limitation of the foregoing, Developer must incorporate sound mitigation measures for window and door assemblies to achieve a sound transmission loss of at least 16 dB across all the octave bands specified in the Sound Study for the subset of dwelling units located within Building Assemblies TH-1, RH-1, RH-2, RH-3, RH-4, RH-5, RH-6, RH-7, RH-8, RH-9, RH33, RH-32, RH-31, RH-30, RH-29, RH-27, RH-26, and RH-25, as shown in the "Site Illustrative Plan and Quantitative Summary" dated

October 20, 2026 and attached to this Agreement as **Exhibit L**. Developer must also incorporate such sound mitigation best practices as may be warranted by the Sound Study in the construction of other Building Assemblies that are located near the railroad right-of-way east of the Property.

SECTION 6. CONSTRUCTION OF DEVELOPMENT.

A. General Construction and Contracting Requirements.

1. Compliance with Plans and Approvals. The development of the Property must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Development Approvals. All work must be conducted in a good and workmanlike manner and with due dispatch. All materials used for construction on the Property will be in accordance with the specifications for the work to be performed. The development of the Property must contain, among other provisions, the following provisions governing construction in addition to the standard City construction requirements:

   a. strict compliance with the Occupational Safety and Health Agency's requirements concerning construction dust and debris;

   b. strict compliance with the City's hours of operation for construction activity;

   c. an approved route for construction traffic and construction vehicle parking; which must include a prohibition of construction traffic on Ridge Road, except as necessary to construct improvements along the west edge of the Property, on the Police Department Property and other required off-site or utility improvements; and

   d. a construction phasing plan that includes a provision the requires that all portions of the Property on which construction has not yet commenced be maintained in a park-like condition.

2. Contracts for Work on Property. Developer must include in every contract for work on the Property terms requiring the contractor and its subcontractors to prosecute the work diligently, and in full compliance with, and as required by or pursuant to, this Agreement, the Development Approvals, and the Requirements of Law, until the work is properly completed, and terms providing that Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

3. Application for Permits and Approvals. Developer will apply for and will maintain all government permits, certificates, and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete its obligations as required by this Agreement. Developer must pursue, obtain and submit to the City a determination of No Further Remediation for the Property issued by the Illinois Environmental Protection Agency, all in the manner required by Section 7.D of the Special Use Ordinance.

4. City Inspections and Approvals. All work on the Property will be subject to inspection and approval by City representatives at all times, subject to safety rules on the Property.

5. Designation of Contact Person. Developer will coordinate with the City to ensure construction oversight in a manner that includes public outreach to residents that live within and adjacent to the Property. The public outreach component will be critical for helping notify the public regarding information and updates relating to the construction and development of the Property. Developer will additionally ensure a single point of emergency contact for the City's first responders throughout construction. Following the completion of construction of the Development, Developer must continue to designate an individual as the contact person and provide their contact information prominently on its website to respond to and address any reasonable complaints from owners of adjacent property, or City residents regarding compliance with this Agreement, including without limitation, landscaping, exterior façade maintenance, and stormwater detention.

B. [RESERVED].

C. Development Phasing. The construction of the Improvements and development of the Property will take place in a continuous multi-phased process, subject to seasonal conditions, and must proceed pursuant to the phasing plan attached to and, by this reference, made a part of this Agreement as **Exhibit J** (**"*Phasing Plan***"), unless modified and agreed to by the City Manager and Developer. In the event that development of a phase does not commence within 15 months of issuance of a certificate of occupancy for the immediately preceding phase, the Developer must seed and maintain such portion of the Property in a park-like condition until development commences there. Pursuant to the Phasing Plan, the Clubhouse must be commenced in the first phase and completed within six months of the issuance of the first certificate of occupancy.

D. Limits on Vertical Construction. In addition to any other applicable provision of this Agreement and the Requirements of Law, Developer may not commence any Vertical Construction, and the City will have the right to refuse to issue a building permit for any Vertical Construction, unless the City Manager has determined that the construction of the following Improvements for such Vertical Construction are functional, except as may be authorized in writing by the City Manager in its sole discretion:

1. the Stormwater Improvements;

2. the Right-of-Way Improvements, as described in Section 5.E of this Agreement; and

3. a functional water system that can deliver water to all proposed fire hydrants in such phase, in the manner required by the City.

E. Diligent Pursuit of Construction.

1. Once commencement of construction is authorized pursuant to this Agreement, Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of Structures, buildings, and Improvements on the Property in a diligent and expeditious manner, and in strict compliance with the City Code and the Requirements of Law. Developer will conduct all construction work on the Property in full compliance with the City's permitted construction work hours regulations.

2. Developer must complete and make ready the Improvements for inspection, approval and, where appropriate, acceptance by the City pursuant to the Improvement Construction Schedule approved by the City Engineer as part of the Final

Engineering Plan. Developer may be allowed extensions of time beyond the completion dates set forth in the Improvement Construction Schedule only for unavoidable delay caused by Uncontrollable Circumstances or as may be approved by the City Manager.

F. Construction Traffic.

1. Construction and Traffic Management Plan. Developer must prepare and submit, for review and approval by the City Director of Public Works, a Construction and Traffic Management Plan (***"CTM Plan"***) for the development of the Property. The CTM Plan will govern (i) the location, storage, and traffic routes for construction equipment and construction vehicles; and (ii) the location of alternative off-street parking during the construction. The City has no obligation to issue a building permit for any Structure or Improvement, and no construction may be commenced with respect to the Structure or Improvement, unless and until the City Director of Public Works has approved, in writing, the CTM Plan. The City agrees to cause the CTM Plan to be promptly and expeditiously reviewed by the City Director of Public Works; provided, however, that nothing in this Agreement is to be deemed or interpreted to require approval of the CTM Plan. Developer must comply with the approved CTM Plan. The CTM Plan must include, without limitation, the following:

a. The schedule and traffic routes for construction traffic accessing the Property;

b. The designation of machinery and construction material storage areas on the Property;

c. Provisions for the screening of construction areas within the Property;

d. The hours of operation and schedule for construction on the Property;

e. The location of areas on the Property for the parking of construction vehicles and vehicles operated by construction employees;

f. The location of alternative off-street parking to replace any parking temporarily lost due to construction; and

g. The location of temporary and durable off-street parking on the Property for construction employees, which off-street parking must comply with the standards set forth in Section 93.231(B) of the City Code.

2. Designated Routes of Access. The City reserves the right to designate certain prescribed routes of access to the Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces, to the extent practicable; provided, however, that the designated routes must not: (a) be unreasonably or unduly circuitous, nor (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Property for construction traffic.

3. Maintenance of Routes of Access. At all times during the construction of the Structures and Improvements, Developer must: (a) keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by construction traffic.

4. Street and Sidewalk Obstructions. Developer must obtain all street and sidewalk obstruction permits required for the construction of the Development in accordance with Section 170.108 of the City Code.

G. Tree Preservation. Developer must comply with all applicable tree preservation regulations set forth in Article IV of Chapter 94 of the City Code, and the following additional requirements:

1. Developer must, prior to construction, erect fencing satisfactory to the City Forester to protect those existing trees located on the Property: (i) designated in the Final Development Plan, and (ii) designated for protection by the City Forester.

2. No grade alteration or construction may take place within designated tree preservation areas, consistent with the tree fencing plan that must be submitted with Developer's applications for building permits for the proposed development of the Property.

3. The Applicant must provide to the City a tree preservation plan that includes preventative treatment plan for the two-lined chestnut borer.

H. Storm Water Management and Erosion Control During Construction. During construction of any of the Structures or Improvements on the Property, Developer must:

1. Install and implement measures necessary to temporarily divert or control any accumulation of storm water away from or through the Property in a manner approved in advance by the City Engineer, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point;

2. Install erosion control devices as necessary to prevent silt, dirt, snow, ice, water, and other materials from leaving the site and traveling onto other properties;

3. Take all practicable measures to mitigate dust, smoke, and other particulates resulting from the construction; and

4. Properly remove or dispose of all debris, spoils, materials, and waste generated by demolition, grading, construction, installation and paving on the Property in accordance with the Requirements of Law.

All installations made pursuant to this Section 6.H must be maintained by Developer until all final certificates of occupancy have been issued by the City for the Development, except as otherwise may be approved by the City Manager.

I. Damage to Public Property. Developer must maintain the Property and all streets, sidewalks, and other public property in and adjacent to the Property in a good and clean condition at all times during the development of the Property and construction of the Development. Further, Developer must: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by Developer or any

agent of or contractor hired by, or on behalf of, Developer; and (2) repair all damage caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

J. Issuance of Permits and Certificates.

1. General Right to Withhold Permits and Certificates. In addition to every other remedy permitted by law for the enforcement of this Agreement, the City has the absolute right to withhold the issuance of any building permit or certificate of occupancy for the Property at any time when Developer has failed or refused to meet fully any of its obligations under, or is in violation of, or is not in full compliance with, the terms of this Agreement, the Development Approvals, or the Requirements of Law.

2. Timing of Construction of the Improvements. The City has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any Structure located on the Property until the Improvements are completed by Developer and approved by the City. The foregoing does not preclude the City's issuance of conditional certificates of occupancy pursuant to the applicable provisions of the City Code. The issuance of any building permit or certificate of occupancy by the City at any time prior to completion of all of the Improvements by Developer and approval of the Improvements by the City will not constitute a waiver of the City's right to withhold any building permit or certificate of occupancy and will not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

3. Completion of Public Roads, Private Driveways, and Parking Areas. No conditional certificate of occupancy or final certificate of occupancy associated with any new Structure to be located on the Property will be issued until the following have been completed: (i) the final grading of all streets, (ii) the application of final surface course on all public streets and the application of binder course on all private streets on the Property, and (iii) where applicable, striping of parking space for the roads, driveways, and parking areas serving the uses within the Structure.

K. Completion of Construction. Subject to Uncontrollable Circumstances, if Developer fails to diligently pursue all demolition and construction as required in, or permitted by, this Agreement to completion within the time period prescribed in the building permit or permits issued by the City for the demolition and construction, as the case may be, and if a perfected application to renew the building permit or permits is not filed within 30 days after the expiration of the permit or permits, Developer must, within 60 days after notice from the City: (a) remove any partially constructed or partially completed Structures or Improvements from the Property; and (b) perform Site Restoration on that portion of the Property in which Developer has failed to complete the required demolition and construction, all in accordance with plans approved by the City.

L. As-Built Plans. After completion of construction of any new Structure or Improvement, Developer must submit to the City's Director of Community Development: (1) final "as-built" plans related to drainage, grading, storm sewer, sanitary sewer and water mains, underground electrical (if and when available from the provider), plumbing, gas service (if and when available from the provider), and associated Structures; and (2) other final construction documents (in paper and, for Improvements, electronic format) as required and approved by the City Engineer and the City Director of Community Development. The as-built plans must indicate, without limitation, the amount, in square feet, of impervious surface area on the Property. A licensed Professional Engineer (PE) and Professional Land Surveyor (PLS) registered in the State of Illinois must stamp the as-built site construction plans. The PE or PLS

must stamp and sign the final engineering pages of the as-built construction plans, and the PLS must stamp and sign the final as-built survey

SECTION 7. OPERATIONAL DOCUMENTS.

A. Covenant Regarding the North Properties. Concurrent with the execution and recordation of this Development Agreement, Developer must execute and record with the Recording Division of the Lake County Clerk's Office a restrictive covenant in the form attached to this Agreement as **Exhibit G,** acknowledging and agreeing, on behalf of itself and all future residents of the Property, that the location of the residential buildings and Structures on the Property are sufficiently setback and sufficiently buffered from the three commercial and industrial properties located to the north of the Property and identified in the restrictive covenant.

B. Affordable Units.

1. Construction and Development. Not less than 34 dwelling units constructed on the Property must be developed as Affordable Units in accordance with and pursuant to this Agreement, the Special Use Ordinance, and the Inclusionary Housing Regulations.

2. Execution and Recordation of Affordable Unit Declaration -- Condition of Certificate of Occupancy. As a condition precedent to any issuance of a certificate of occupancy for any portion of the Property, Developer must cause an Affordable Unit Declaration to be fully executed and properly recorded against the Property, as required pursuant to the Inclusionary Housing Regulations. Developer must notify the City of any recordation performed pursuant to this Section 7.B.2 and of the record numbers assigned to the Affordable Unit Declaration. Failure to record the Affordable Unit Declaration as provided in this Section 7.B.2 and in this Agreement will, among other things, give the City the right, but not the obligation, to rescind and terminate the Special Use Ordinance, along with all of the rights and approvals granted in that Ordinance.

3. Order of Recordation and Declaration Primacy. No Affordable Unit Declaration will be subject or subordinate to any mortgages, liens, or any other similar encumbrances, including, without limitation, construction loans. Pursuant to the Final Inclusionary Housing Plan and the Inclusionary Housing Regulations, Developer must take all steps necessary to cause each Affordable Unit Declaration to have priority over any other interests recorded against the applicable Affordable Unit, including, without limitation, requiring and allowing each Affordable Unit Declaration to be recorded prior to the closing of the individual Affordable Unit to which the Final Inclusionary Housing Plan applies. Developer must provide and require such documents as are necessary to ensure that any mortgage, deed of trust or other lien, and any renewals and extensions thereof, presently existing, or hereafter placed or caused by Developer, upon any of the Affordable Units will be subordinate to the applicable Affordable Unit Declaration.

4. Evidence of Compliance. Developer must provide the City with a title report or other evidence reasonably satisfactory to the City demonstrating compliance with this Section 7.B.

5. Marketing Affordable Units. Developer will be responsible, at its sole cost and expense, for marketing the Affordable Units, including, without limitation, preparing marketing materials, advertising, and instructing sales staff regarding the Affordable Units. The

City, by and through the Housing Commission or its designee, agrees to maintain a waiting list of prospective buyers, and to qualify buyers or renters, as the case may be.

6. City Costs. Developer acknowledges and agrees that the Housing Commission has and will continue to provide material assistance to Developer in promoting the sale or rental of Affordable Units required as part of the development of the Property, and in qualifying Persons seeking to purchase or lease one or more of the Affordable Units. The Parties acknowledge and agree that neither the Housing Commission, nor any of its authorized agents or designees, including, without limitation, Community Partners for Affordable Housing, is acting as a broker with regard to any of the Affordable Units required as part of the development of the Property.

7. Off-Street Parking. Two off-street parking spaces must be allocated and made available to each Affordable Unit in the Affordable Unit's garage, at no additional cost.

SECTION 8. PAYMENT OF FEES AND CONTRIBUTIONS.

A. Impact Fees. Developer will fully comply with, and cause to be paid, the fees in lieu of land contributions calculated pursuant to Chapter 160 of the City Code for the following districts (collectively, the ***"Impact Fees"***):

1. The Park District of Highland Park;

2. High School District No. 113;

3. Deerfield Public Schools District 109;

4. The North Shore Elementary School District No. 112; and

5. The Highland Park Library District.

The Impact Fees are based on a per unit basis and must be paid prior to the issuance of any building permits for the residential Structure on the Property. The Parties recognize that portions of the Development, and of some dwelling units within the Development, fall within the boundary lines of both Deerfield Public Schools District 109 and North Shore Elementary School District No. 112. Prior to the issuance of any building permits, Developer must provide, as part of Developer's building permit application, a site plan that depicts the boundary line between School Districts 109 and 112 and the exact way in which the boundary line relates to individual dwelling units so that a determination can be made as to the allocation of the applicable Impact Fees. The as-built plans required by Section 6.L of this Agreement must depict the boundary lines between School Districts 109 and 112 in the manner required by this Section 8.A. Impact Fees will be entirely allocated to the School District that constitutes the majority of the dwelling unit's area. Developer acknowledges that the payment of Impact Fees imposed by Chapter 160 of the City Code, as well as Chapter 160 itself, are reasonable, and Developer holds harmless and releases the City, and the Park District of Highland Park, School Districts Nos. 109, 112, and 113, and the Highland Park Library District (collectively, the ***"Districts"***) from any claim or other action Developer may have against either or both the City or the Districts as a result of Chapter 160 of the City Code and the Impact Fees exacted under Chapter 160 for distribution to any District by the City. Developer acknowledges and agrees that, if Developer is entitled to any credit toward the Impact Fees as a result of Impact Fees previously paid by third-parties with respect to other proposed developments of the Property, and if that credit exceeds the Impact

Fees otherwise due pursuant to this Section 8: (a) the City will have no liability or responsibility whatsoever to pay to Developer the difference between the credit and the Impact Fees otherwise due; and (b) Developer must pursue any claim for those payments with the affected Districts.

B. Inclusionary Housing Fee-in-Lieu. Pursuant to Section 150.2125 of the Zoning Code, Developer must pay to the City an inclusionary housing fee-in-lieu in the total amount of $222,480.00, which amount is equivalent to the cost of 1.2 inclusionary housing units. All inclusionary housing fees-in-lieu must be paid prior to issuance by the City of a building permit for construction of any residential Structure on the Property.

C. Other City Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, Developer must pay to the City all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law or otherwise due as a result of the Development.

SECTION 9. PAYMENT OF CITY FEES AND COSTS.

In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, and in addition to all other agreements between Developer and the City concerning the Development, Developer must pay to the City, contemporaneous with the execution of this Agreement by the City Manager, all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with: (1) the development of the Property, including, without limitation, the preparation, review, and processing of plans, ordinances, resolutions, and other approvals therefor; and (2) the negotiation, preparation, consideration, and review of this Agreement and all exhibits and associated documents. Payment of all fees, costs, and expenses must be made by a certified or cashier's check or by Federal Reserve wire transfer in accordance with written instructions from the City. Developer acknowledges and agrees that it will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, the third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by Developer during the term of this Agreement in connection with the use and development of the Property. Further, Developer will be liable for and will pay after demand all fees, costs, and expenses incurred by the City for publications and recordings required in connection with the above matters.

SECTION 10. PERFORMANCE SECURITY.

A. General Requirements. As security to the City for the performance by Developer of its obligations pursuant to and in accordance with this Agreement, Developer will provide to the City performance and payment security ("***Guarantee"***) in the form of one or more letters of credit ("***Letter of Credit***") in the amount required by and in accordance with Section 151.006(K) of the City Code, and in accordance with Section 151.006(K)(1) of the City Code. The Letter of Credit must be in form and substance substantially conforming in all material respects with **Exhibit C** to this Agreement and satisfactory to the Corporation Counsel. Specifically, and without limitation of the foregoing, the Letter of Credit must allow the City to draw from the Letter of Credit in the event that Developer does not fully reimburse the City for any costs and expenses incurred by the City for work performed pursuant to Section 6.I.2 of this Agreement, subject to cure as set forth in Section 14.C of this Agreement. The Guarantee must

be provided to the City prior to the issuance of any permits for the Development, and must be maintained at all times until all Improvements have been approved and, as appropriate, accepted. The Guarantee will be administered pursuant to Section 93.075 of the City Code.

B. Use of Guarantee Funds. If Developer fails or refuses to remove any partially completed buildings, Structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 6.I of this Agreement, that failure or refusal is an Event of Default, then the City in its reasonable discretion may draw on and retain all or any of the funds remaining in the Guarantee as necessary to remedy the failure or refusal. The City thereafter will have the right, subject to an additional 30 days' notice and opportunity for cure, to cause the Improvements to be completed or corrected, and subject to the terms of the immediately preceding sentence, to reimburse itself from the proceeds of the Guarantee for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of Developer's failure or refusal. If the funds remaining in the Guarantee are insufficient to repay fully the City for all costs and expenses, then Developer must, upon demand of the City, deposit with the City any additional funds as the City determines are necessary, within 30 days after receipt of a request therefor, to fully repay the required costs and expenses.

C. Reductions in Guarantee. Concurrent with the approval or acceptance of Improvements in the manner provided in Section 5.F of this Agreement, the Guarantee may be reduced in a manner and in amounts authorized in Section 151.006(K) of the City Code.

D. Maintenance Guarantee. Immediately after any approval and, where appropriate, acceptance, by the City of the Public Improvements pursuant to this Agreement, Developer must post a new guarantee in the amount of 15 percent of the actual total cost of the Public Improvements on the Property as security for Developer's maintenance of those Public Improvements ("***Maintenance Guarantee***"). The Maintenance Guarantee will be held by the City in escrow until the date that is two years after the approval and, where appropriate, acceptance by the City of the Public Improvement, secured by the Maintenance Guarantee pursuant to this Agreement. If the City is required to draw on a Maintenance Guarantee by reason of Developer's failure to fulfill its maintenance obligations under this Section 10.D, then Developer must, within 10 days after receipt of a demand from the City, cause the Maintenance Guarantee to be increased to its full original amount.

SECTION 11. LIABILITY AND INDEMNITY OF CITY.

A. City Review. Developer acknowledges and agrees that the City is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the Development or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the Development or use of the Development or the Improvements, and that the City's review and approval of any plans and Improvements, and issuance of any approvals, permits, certificates, or acceptances, does not, and will not, in any way, be deemed to insure Developer or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

B. City Procedure. Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and of the Development Approvals, and Developer agrees not to challenge these approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. Developer agrees to, and does hereby, hold harmless, indemnify, and, at the election of the City, defend with counsel of the City's choice, the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the City's review and approval of any plans for the Development or the Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Development or the Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Development or the Improvements (collectively, the ***"Indemnified Claims"***); provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City or its employees.

D. Defense Expense. Developer, only as to its own acts or omissions, must, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the Indemnified Claims.

E. Insurance. Developer, and its contractors and subcontractors constructing the Development, must obtain and maintain the insurance coverages in **Exhibit D** attached to this Agreement.

SECTION 12. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.

A. Runs with Land. The provisions of this Agreement run with and bind the Property and inures to the benefit of, is enforceable by, and obligates the City, Developer, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial owners of all or any portion of the Property, from the date this Agreement is recorded and until this Agreement is terminated or expires. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

B. Binding Effect. All obligations of Developer under this Agreement are and will be binding upon the following parties: (1) Developer, unless Developer, its successor, and the City execute a Transferee Assumption Agreement in accordance with Section 12.C of this Agreement; (2) any and all of Developer's heirs, successors, and assigns; and (3) any and all of the current and future legal and beneficial owners of all or any portion of the Property.

C. Transferee Assumption Agreement. Developer will remain fully bound by this Agreement, whether or not Developer owns any interest in the Property, unless Developer and its transferee execute an enforceable written agreement, in substantially the form of **Exhibit E** to this Agreement, agreeing to be bound by the provisions of this Agreement (***"Transferee Assumption Agreement"***). The transferee must provide the City, upon request, with reasonable assurances of the financial ability of the transferee to meet those obligations as the City may require. The City agrees that upon a transferee becoming bound to the obligation created in the manner provided in this Agreement and providing the financial assurances required pursuant to this Agreement, the liability of Developer will be released to the extent of the transferee's assumption of the liability. The failure of Developer to provide the City with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the City, with the transferee's proposed assurances of financial capability before completing

any transfer, will: (1) constitute an Event of Default under this Agreement; and (2) result in Developer remaining fully liable for all of its obligations under this Agreement, but will not relieve the transferee of its liability for all the obligations as a successor to Developer.

D. Required Provisions for Transfers of Property. In the event Developer intends to transfer a legal or beneficial interest in any portion of the Property, Developer must:

1. Notify the City in writing at least 30 days prior to any date on which Developer transfers (as that term is defined below) a legal or beneficial interest in any portion of the Property to a third party; and

2. Incorporate this Agreement by reference into any and all real estate sales contracts for transfers, as that term is defined below, entered into for the sale of all or any portion of the Property.

For purposes of this Agreement, the term "transfer" includes, without limitation, any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Property, or any beneficial interest in the Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise.

E. Mortgagees of Property.

1. This Agreement is not binding on mortgagees or other secured parties of the Property unless and until the mortgagee or secured party assumes title to the Property, in whole or in part. The requirements set forth in Section 12.C of this Agreement, concerning Transferee Assumption Agreements, do not apply to a mortgagee or secured party that assumes title via a foreclosure or a deed in lieu of foreclosure.

2. Developer may not grant a mortgage or other secured interest in the Property or the Development to any person except upon the execution by the mortgagee or secured party of a "Consent and Subordination" Agreement", in substantially the form attached to this Agreement as **Exhibit F**.

SECTION 13. TERM.

The term of this Agreement commences on the Effective Date and, unless terminated sooner pursuant to the provisions of this Agreement, expires on the date that all Improvements are approved by the City and the Improvements, as required by this Agreement and the Subdivision Code, are accepted by the City. Following approval and acceptance of the Improvements, the City agrees, upon written request of Developer, to execute appropriate and recordable evidence of the expiration of this Agreement. Notwithstanding anything to the contrary in this Section 13, Developer's indemnity and defense obligations as set forth in Section 11 of this Agreement, and all maintenance and guarantee periods established pursuant to this Agreement, will survive the termination of this Agreement.

SECTION 14. EVENTS OF DEFAULT.

A. Developer Events of Default. The following are Developer Events of Default under this Agreement:

1. If any representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by Developer in writing and delivered to the City pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to cure as set forth in Section 14.C of this Agreement, failure by Developer in the performance or breach of any covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.

3. Subject to cure as set forth in Section 14.C of this Agreement, failure by Developer in the performance or breach of any covenant, warranty, or obligation contained in this Agreement.

4. Subject to cure as set forth in Section 14.C of this Agreement, construction by Developer of any Structure or Improvement that is not authorized by this Agreement or otherwise in a manner not permitted by law.

5. Subject to cure as set forth in Section 14.C of this Agreement, failure by Developer to commence construction of the Development.

6. Subject to cure as set forth in Section 14.C of this Agreement, failure by Developer to complete construction or installation of any Structure or Improvement on the Property or in connection with the Development.

7. Subject to cure as set forth in Section 14.C of this Agreement, Developer causes any damage to real or public property that is not owned by Developer.

8. Subject to cure as set forth in Section 14.C of this Agreement, Developer is not, or ceases to be, a legal entity qualified to do business in the State of Illinois.

9. Developer permits, or does not take reasonable steps to prevent, criminal activity on the Property.

10. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any the decree or order unstayed and in effect for a period of 60 consecutive days.

11. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as may be amended from time to time, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any of those entities of any assignment for the benefit of creditors or the failure of Developer generally to pay the entity's debts as they become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

12. Subject to cure as set forth in Section 14.C of this Agreement, change in the organizational status of Developer except in accordance with the Transferee Assumption Agreement provisions in Section 12 of this Agreement.

13. Developer abandons the development of the Property. Abandonment will be deemed to have occurred when work stops on the development of the Property for more than 60 days for any reason other than Uncontrollable Circumstances, unless otherwise permitted by this Agreement. The failure of Developer to diligently seek any approvals required for the development or construction of the Property will not be a valid defense to abandonment.

14. Subject to cure as set forth in Section 14.C of this Agreement, Developer otherwise fails to comply with the Requirements of Law in connection with the Development or the Property.

B. City Events of Default. The following are City Events of Default under this Agreement:

1. If any material representation made by the City in this Agreement, or in any certificate, notice, demand or request made by the City in writing and delivered to Developer pursuant to or in connection with any of said documents, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to Uncontrollable Circumstances, default by the City for a period of 30 days after written notice from Developer in the performance or breach of any covenant contained in this Agreement; provided, however, that the default will not constitute an Event of Default if it cannot be cured within said 30 days and the City, within that 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures the default within 90 days after the notice.

C. Cure Period. For all Events of Default identified in Section 14.A for which Developer has the right to cure, Developer must cure the Event of Default within 30 days after receipt of the notice, or, if the Event of Default cannot be cured within 30 days, Developer must initiate and diligently pursues appropriate measures to remedy the default within 30 days, and in any event must cure the default within 90 days after receipt of the notice.

SECTION 15. REMEDIES FOR DEFAULT AND ENFORCEMENT.

A. Remedies. In the case of an Event of Default:

1. Legal Procedures. Except as otherwise provided in this Agreement, the non-defaulting Party may institute proceedings in law or in equity, or any other proceeding, as may be necessary or desirable at its option to cure or remedy the Event of Default, including, without limitation, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. Removal and Restoration by City. In the event Developer fails or refuses to remove any partially completed buildings, Structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 6.K of this Agreement or otherwise upon demand of the City after the occurrence of a Developer Event of Default, the City will have, and is hereby granted the right, at its option, to enter the Property and: (a) demolish and remove any of the partially completed Structures and Improvements from any and all portions of the Property; (b)

perform Site Restoration; and (c) cause the Structures or Improvements to be completed in accordance with the plans submitted. Developer must fully reimburse the City for all costs and expenses, including legal and administrative costs, incurred by the City for this work. If Developer do not so fully reimburse the City, the City will have the right to draw from the Guarantee and the Maintenance Guarantee, as described in and provided pursuant to Section 10 of this Agreement, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. If Developer does not fully reimburse the City, and the Guarantee and Maintenance Guarantee have no funds remaining in them or are otherwise unavailable to finance the work, then the City will have the right to place a lien on the Property for all the costs and expenses in the manner provided by law. The rights and remedies provided in this Section 15.A.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the City in this Agreement, at law, or in equity.

3. Repeal of Development Approvals. The City will have the absolute right to repeal the Development Approvals if a Developer Event of Default occurs under this Agreement without protest or objection by Developer.

B. Limitation. Notwithstanding anything to the contrary contained in this Agreement, Developer may not seek, and do not have the right to seek, to recover a judgment for monetary damages against the City or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the City, on account of the negotiation, execution, performance, or breach of, or default under, this Agreement. The Parties acknowledge and agree that, except as expressly provided in this Agreement, the covenants and agreements set forth in this Agreement are those of the Parties, and are not the individual covenant or guarantee of any natural person.

C. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party on account of the negotiation, execution, performance, or breach of, or default under, this Agreement, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 16. WARRANTIES AND REPRESENTATIONS.

A. By the City. The City represents and warrants, as of the date of execution by the City of this Agreement, that:

1. The City is a home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois and has the corporate authority to enter into this Agreement;

2. The execution and performance of this Agreement by the City: (i) have been duly authorized by all necessary corporate action on the part of the City; and (ii) do not, for any reason, result in any breach of any agreement or other instrument to which the City is subject;

3. The execution of this Agreement by the City requires no other consents, approvals, or authorizations on the part of the City; and

4. To the best of the knowledge of the person executing this Agreement on behalf of the City, there are no actions or proceedings by or before any court, governmental

commission, board, bureau, or any other administrative agency pending, threatened, or affecting the City or the Property in any court or before any governmental authority that involve the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.

B. By Developer. Developer, and the person executing this Agreement on behalf of Developer, represent and warrant, as of the date of execution by Developer of this Agreement, that:

1. Developer is a Delaware limited liability company duly organized, validly existing, and qualified to do business in Illinois;

2. Developer has the authority to execute and perform this Agreement, and Developer is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of Developer to perform its obligations under this Agreement;

3. The execution and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not violate its organizational documents, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, or instrument to which Developer is now a party or by which Developer are now bound including any mortgages, secured loans, or instruments granting another party a superior interest in the Property or the Development;

4. Developer has complied with Section 12.E.2 of this Agreement with respect to all mortgagees and second parties existing as of the Effective Date;

5. The applications, plans, materials, and other submissions Developer has provided to the City: (i) accurately and truthfully represent Developer's capabilities, resources, and intentions for the construction of the Development on the Property; (ii) have induced the City to enter into this Agreement; and (iii) any material misrepresentation contained in Developer's submissions will constitute an incurable Developer Event of Default pursuant to Section 14.A of this Agreement;

6. There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting Developer or the Property that involve the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement;

7. Developer has sufficient financial and economic resources to implement and complete its obligations under this Agreement; and

8. Developer has no knowledge of any liabilities, contingent or otherwise, of Developer which might have a material adverse effect upon its ability to perform its obligations under this Agreement.

SECTION 17. GENERAL PROVISIONS.

A. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by email. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon

the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Email notices will be deemed received by the addressee upon explicit or implicit acknowledgment of receipt by the addressee. By notice complying with the requirements of this Section 17.A, each Party will have the right to change its address or its addressee, or both, for all future notices to the other Party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the City will be addressed to, and delivered at, the following address:

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attention: City Manager
E-mail: gneukirch@cityhpil.com

With a copy to:

Elrod Friedman LLP
350 N. Clark Street, Second Floor
Chicago, Illinois 60654
Attention: Steven Elrod, Corporation Counsel
E-mail: steven.elrod@elrodfriedman.com

Notices to Developer will be addressed to, and delivered at, the following address:

The Habitat Company
350 West Hubbard Street, Suite 500
Chicago, Illinois 60654
Attention: Steve Galler
E-mail: sgaller@HABITAT.com

With a copy to:

DLA Piper LLP (US)
444 West Lake Street, Suite 900
Chicago, Illinois 60606
Attention: Katherine C. Jahnke Dale, Esq.
E-mail: katie.dale@us.dlapiper.com

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless otherwise provided in this Agreement, all rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. No waiver of any provision of this Agreement, and no delay in exercising or failure to exercise any right or authority set forth in this Agreement, will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will

any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

E. Consents. Unless otherwise provided in this Agreement, all required permissions, authorizations, approvals, acknowledgments, or similar indications of assent of any Party must be in writing.

F. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

G. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Nineteenth Judicial Circuit Court, Lake County, Illinois, or, where applicable, in the federal court for the Northern District of Illinois.

H. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the City will have the right, in its sole and absolute discretion, to determine if: (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated; or (ii) the entire Agreement is invalid, void, and unenforceable.

I. Entire Agreement. This Agreement and the Development Approvals constitute the entire agreement between the Parties, and supersede any and all previous or contemporaneous oral or written agreements and negotiations between the Parties, with respect to the Development.

J. Interpretation. This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party will not be applicable to this Agreement.

K. Exhibits. Exhibits A through **H** attached to this Agreement are incorporated in and made a part of this Agreement.

L. Amendments and Modifications.

1. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed by all Parties.

2. Amendments or modifications to the Development Approvals can be considered and acted on by the City without the same being deemed an amendment or modification to this Agreement provided that all applicable procedural requirements of the Zoning Code and Subdivision Code and the provisions of this Agreement are satisfied.

M. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of Developer and the City only and are not for the benefit of any third party, and, accordingly, no third party will have the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by Developer

purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

N. Recording. The City is authorized to record this Agreement against the Property, at the sole cost and expense of Developer, with the Office of the Lake County Recorder of Deeds, promptly following the full execution of this Agreement by the Parties.

O. Counterpart Execution. This Agreement may be executed in counterparts, each of which is deemed to be an original but all of which will constitute one and the same instrument. Facsimile or electronic counterpart copies of this Agreement will be considered for all purposes, including delivery, as originals.

P. City Actions, Consents, and Approvals. Unless otherwise provided in this Agreement, any action, consent, or approval needed to be taken or given under this Agreement by the City may only be performed by the City Manager or their designee, to the extent provided for by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:	**CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation
_____ Ashley Palbitska, Deputy City Clerk	By: _____ Ghida S. Neukirch Its: City Manager
ATTEST:	**THE HABITAT COMPANY LLC,** an Illinois limited liability company
By: _____	By: _____
Its: _____	Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2026, by Ghida S. Neukirch, the City Manager of the **CITY OF HIGHLAND PARK**, an Illinois municipal corporation, and by Ashley Palbitska, the Deputy City Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2026.

_____
Notary Public

My Commission expires:_____

SEAL

STATE OF _____)
) SS.
COUNTY OF ____)

This instrument was acknowledged before me on _____, 2026, by _____, the Authorized Signatory of **THE HABITAT COMPANY LLC**, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 2026.

_____
Notary Public

My Commission expires:_____

SEAL

INDEX OF EXHIBITS

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EXHIBIT B	PUBLIC IMPROVEMENTS
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EXHIBIT K	SOUND ATTENUATION STUDY
EXHIBIT L	SITE ILLUSTRATIVE PLAN AND QUANTITATIVE SUMMARY

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOTS 10 THROUGH 13. BOTH INCLUSIVE, IN DEER-RIDGE INDUSTRIAL SUBDIVISION, BEING PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 1968 AS DOCUMENT NO. 1402659, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOTS 2 AND 3 IN CHERRY'S RESUBDIVISION, BEING PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1971 AS DOCUMENT NO. 1489161, IN LAKE COUNTY, ILLINOIS.

PINS: 16-27-302-005, 16-27-302-006, 16-27-302-007, 16-27-302-008, 16-27-302-009, 16-27-401-001, 16-27-401-002, 16-27-401-003, 16-27-122-001

EXHIBIT B

PUBLIC IMPROVEMENTS

EXHIBIT C

FORM LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. _____ AMOUNT: _____

EXPIRATION DATE: _____ ***DATE OF ISSUE:***_____

_____
[Name of Bank]

_____
[Address]

TO: City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attention: City Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on this Irrevocable Standby Letter of Credit No. _____ UP TO AN AGGREGATE AMOUNT OF _____ United States Dollars ($_____) for account of The Habitat Company LLC (the "Customer").

Drafts under this Letter of Credit must bear upon their face the words:

"Drawn under _____
Credit No._____ Dated:_____

Drafts may be for all or any portion of the amount of this Letter of Credit, and must be in the form attached as Exhibit "A" and must be accompanied by one of the following documents executed by the City Manager or an individual designated as acting City Manager:

(a) A written statement on the form attached as Exhibit "B" stating that, conditioned upon proper notice to the City Manager, Letter of Credit No. _____ will expire within 35 days or less and that the Customer has failed to deliver to the City Manager evidence of a renewal of Letter of Credit No. _____; or

(b) A written statement on the form attached as Exhibit "C" stating that all or any part of the improvements required to be constructed pursuant to the Subdivision and Development Agreement dated _____, 20___ by and between the City and the Customer (the "Agreement") have not been constructed in accordance with the Agreement; or

(c) A written statement on the form attached as Exhibit "D" stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the City pursuant to the Agreement have not been paid in accordance with the Agreement; or

(d) A written statement on the form attached as Exhibit "E" stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to the Agreement have not been performed in accordance with the Agreement; or

(e) A written statement on the form attached as Exhibit "F" stating that all or any portion of the Customer's undertakings pursuant to the Agreement have not been performed in accordance with the Agreement.

WE HEREBY AGREE with the beneficiary that:

1. Drafts drawn under and in compliance with this Letter of Credit will be duly honored immediately upon presentation to us if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at our office on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the City in enforcing the terms hereof.

3. This Letter of Credit expires on _____, 20____, as stated above; provided, however, that we will send notice to the City Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.

4. In no event will this Letter of Credit or the obligations contained in this Letter of Credit expire except upon the prior written notice required above, it being expressly agreed that the above expiration date will be extended as is required to comply with the prior written notice required in this Letter of Credit.

5. No consent, acknowledgment, or approval of any kind from the Customer is necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the City Manager stating that the aggregate amount must be reduced in an amount permitted by the City's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Agreement dated _____, 20____ by and between the City and _____.

7. This Letter of Credit is irrevocable.

This Letter of Credit is governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "***Uniform Customs***"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit controls. This Letter of Credit is deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois, and will, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED IN THIS LETTER OF CREDIT, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF

ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

_____	_____
[Signature of Bank Officer]	[Signature of Bank Officer]
_____	_____
[Officer's Title]	[Officer's Title]

EXHIBIT "A" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied by Issuing Bank]

EXHIBIT "B" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____, 20____ in the amount of $_____ will expire within 35 days or less and that _____ has failed to deliver to the City Manager evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

_____
City Manager

EXHIBIT "C" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed pursuant to the Development Agreement dated _____, 20___ by and between the City and The Habitat Company LLC, have not been constructed in accordance with said Agreement.

Very truly yours,

_____
City Manager

EXHIBIT "D" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid pursuant to the Agreement dated _____, 20___ by and between the City and The Habitat Company LLC, have not been paid in accordance with said Agreement.

Very truly yours,

_____
City Manager

EXHIBIT "E" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed pursuant to the Development Agreement dated _____, 20____ by and between the City and The Habitat Company LLC, have not been performed in accordance with said Agreement.

Very truly yours,

_____
City Manager

EXHIBIT "F" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Development Agreement dated _____, 20____ by and between the City and The Habitat Company LLC, have not been performed in accordance with said Agreement.

Very truly yours,

_____
City Manager

EXHIBIT D

INSURANCE REQUIREMENTS

[NTD: Insurance requirements under review by risk team]

Developer, and its contractors and subcontractors constructing the Development, must obtain and maintain insurance as set forth in this **Exhibit D**.

A. **Worker's Compensation.** Worker's compensation insurance must be obtained with statutory coverage.

B. **Employer's Liability**. Employer's liability insurance must be obtained with coverage limits not less than $500,000 injury per occurrence, $500,000 disease per employee, and $500,000 disease policy limit.

C. **Comprehensive Motor Vehicle Liability.** Comprehensive motor vehicle liability insurance must be obtained with a combined single coverage limit for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented. All employees must be included as insureds.

D. **Comprehensive General Liability.** Comprehensive general liability insurance must be obtained written on an "occurrence" basis and with coverage limits no less than $2,000,000 for bodily injury and property damage with a combined single limit. Coverage must include a broad form property damage endorsement and a blanket contractual liability endorsement with express coverage of the indemnity provisions of the Agreement.

E. **Professional Liability.** Professional liability insurance must be obtained with a coverage limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering the insured against all sums they may be obligated to pay on account of any liability arising out of the Agreement.

F. **Method of Coverage.** Required insurance coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

G. **Additional Insureds.** The following must be named as an additional insured on all policies except for worker's compensation and professional liability: City of Highland Park, including its Mayor, City Council, elected and appointed officials, officers, employees, agents, attorneys, and representatives.

H. **Other Requirements.** All policies must be primary and noncontributory to coverage held by the additional insureds listed in Section G, offer the additional insured their choice of counsel and the right to conduct their own defense, and state that coverage applies in the State of Illinois.

I. **Proof of Coverage.** Proof of adequate coverage and compliance with the requirements in this **Exhibit D** must be provided to the City (1) prior to the

Effective Date, (2) prior to the commencement of Project construction, and (3) upon City request.

EXHIBIT E

TRANSFEREE ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 20__, between the City of Highland Park, an Illinois home rule municipal corporation (***"City"***), The Habitat Company LLC, an Illinois limited liability company (***"Owner"***), and _____ (***"Transferee"***).

W I T N E S E T H:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20__, the Transferee agreed to purchase from Owner certain real property situated in Lake County, Illinois and legally described in **Exhibit 1** attached to and, by this reference, made a part of this Agreement (***"Property"***); and

WHEREAS, following the conveyance of the Property by Owner, the Transferee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Property by Owner, the City and Owner require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Development Agreement, dated as of _____, 20__, and recorded in the office of the Lake County Recorder on _____, 20__, as Document No. _____, by and between the City and Owner (***"Development Agreement"***);

NOW, THEREFORE, in consideration of the agreement of Owner to convey the Property to the Transferee, and of the City to accept the transfer of obligations as provided in this Agreement and to grant the releases granted in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the City, Owner, and the Transferee as follows:

1. **Recitals.** The foregoing recitals are by this reference incorporated in this Paragraph and made a part of this Paragraph as substantive provisions of this Agreement.

2. **Assumption of Obligations.** The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments, regardless of whether the terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Owner of the Property.

3. **Payment of City Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Development Agreement or by applicable City codes, ordinances, resolutions, rules, or regulations, the Transferee must pay to the City, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

4. **Acknowledgment and Release of Owner.** The City hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the

terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments, and the City hereby releases Owner from any personal liability for failure to comply with the terms, requirements, and obligations of the Development Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF HIGHLAND PARK,
an Illinois home rule municipal corporation

_____
City Clerk

By:_____
Its: City Manager

ATTEST:

THE HABITAT COMPANY LLC,
an Illinois limited liability company

By:_____

Its:_____

By:_____

Its:_____

ATTEST:

[TRANSFEREE]

By:_____

Its:_____

By:_____

Its:_____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 20__, by _____, the City Manager of the City of Highland Park, an Illinois home rule municipal corporation, and by _____, the City Clerk of said municipal corporation.

_____
Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 20__, by _____ the _____ of **THE HABITAT COMPANY LLC**, a _____ limited liability company, and by _____, the _____ of said limited liability company.

_____
Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 20_, by _____ the _____ of **[TRANSFEREE]**, and by _____, the _____ of **[TRANSFEREE]**.

_____
Signature of Notary

SEAL

EXHIBIT F

LENDER'S CONSENT AND SUBORDINATION

_____ (and its successors and assigns, **"*Mortgagee*"**), is the holder of a certain note made by _____ and secured by the following documents, each from _____ and recorded with the Lake County Recorder of Deeds as indicated (collectively, the **"*Mortgage*"**):

[*DESCRIBE ALL APPLICABLE MORTGAGE AGREEMENTS, NOTES, AND OTHER RELATED DOCUMENTS, EACH BY DATE OF EXECUTION, DATE OF RECORDATION, AND RECORDED DOCUMENT NUMBER*]

Mortgagee hereby consents to the execution and recording of the above and foregoing Development Agreement (the **"*Agreement*"**), and hereby subjects and subordinates the Mortgage to the provisions of the Agreement.

IN WITNESS WHEREOF, Mortgagee has caused this Consent and Subordination to be signed by its duly authorized officer on its behalf on this _____ day of _____, 20__.

MORTGAGEE:

By: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a notary public in and for the County in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of _____, _____, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation and _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 20__.

_____
Notary Public

EXHIBIT G

RESTRICTIVE COVENANT

DOCUMENT PREPARED BY AND RETURN TO:

Above Space For Recorder's Use

RESTRICTIVE COVENANT

(1660 and 1700 Old Deerfield Road, Highland Park, IL)

THIS RESTRICTIVE COVENANT is made this _____ day of _____, 2026 by _____(***"Owner"***), legal title owner of the property located at 1660 and 1700 Old Deerfield Road, Highland Park, Lake County, Illinois ("***Property***"). The Property is legally described in **EXHIBIT A** attached to and, by this reference, made a part of this Restrictive Covenant. The City of Highland Park, an Illinois municipal corporation (the "***City***") and the owners of the "North Properties" (as defined in Section 3 of this Restrictive Covenant are third-party beneficiaries of this Restrictive Covenant.

NOW, THEREFORE, THE OWNER DECLARES that the Property and all portions thereof are and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants set forth in this document.

SECTION 1. BACKGROUND

Pursuant to a Development Agreement allowing for the development of a residential planned development for the Property dated as of _____, 2026 ("***Development Agreement***"), the Owner agreed to execute and record this covenant subjecting the Property and the current and future owners and residential occupants of the Property to the restrictions set forth herein.

SECTION 2. ACKNOWLEDGEMENTS, COVENANTS, AND AGREEMENTS

The maker of this Restrictive Covenant hereby acknowledges, covenants, and agrees, on behalf of itself and on behalf of all successors in interest to, and all future residents of, the Property that:

1. the location of the residential buildings and structures on the Property as depicted on the Final Site Plan, and their setback and distance from the three commercial and industrial properties located to the North of the Property, including specifically: (a) 1630 Old Deerfield Road, PIN 1627302002; (b) 1640 & 1628 Deerfield Road, PIN 1627302003; and (c) 1624 Old Deerfield Road, PIN 1627302004(collectively the "***North Properties***"), were the result of extensive study, discussion, planning and deliberation as part of the public approval of the Proposed Development by the professional Planning Staff, the Planning and Design Commission, and the City Council of the City.

2. the residential uses on the Property are set back a sufficient distance from each and all of the North Properties to satisfy the setback standard and requirement set forth in Section 150.520 (S) (3) of the Highland Park Zoning Ordinance; and

3. the residential uses on the Property are sufficiently buffered from each and all of the North Properties to satisfy the buffering standard and requirement set forth in Section 150.520 (S) (1) of the Highland Park Zoning Ordinance.

4. no owner of the Property, and no occupant of the Property acting in an ownership or representative capacity, shall object to or oppose any future proposed planned development on any of the North Properties on the sole basis that such development does not comply with, or satisfy the standards of, either Section 150.520 (S)(1) or Section 150.520 (S)(3) of the Highland Park Zoning Ordinance.

SECTION 3. GENERAL PROVISIONS

A. Restrictive Covenant Running with the Property. This Restrictive Covenant shall be recorded against, and shall run with, the Property and shall be binding upon and inure to the benefit of the Owner and its successors, assigns, agents, licensees, invitees, and representatives, and permanent and temporary occupants of the Property, including, without limitation, all subsequent owners and residents of the Property, or any portion thereof, and all persons claiming under them.

B. Recordation. This Restrictive Covenant shall be recorded with the Recorder of Deeds of Lake County, Illinois, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Restrictive Covenant.

C. Conflicts. To the extent that any provision of this Restrictive Covenant conflicts with any other covenant or agreement recorded against the Property, this Restrictive Covenant shall control.

D. Term. This Restrictive Covenant shall run with and bind the Property for so long as the Property is used for a residential use. If any of the privileges or rights created by this Restrictive Covenant would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

E. Rights Cumulative. Unless expressly provided to the contrary in this Restrictive Covenant, each and every one of the rights, remedies and benefits provided by this Restrictive Covenant shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

F. Governing Law. This Restrictive Covenant shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Severability. If any provision of this Restrictive Covenant is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Restrictive Covenant shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Restrictive Covenant shall not affect the enforceability of that provision in any other situation.

H. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Restrictive Covenant shall be effective unless and until such change is reduced to writing and (i) executed and properly approved by the corporate authorities of the City at the time such modification is intended to be effective, pursuant to all applicable statutory procedures, (ii) executed by the then-current owner or owners of the Property; and approved, in writing, by each of the owners of North Properties.

I. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Restrictive Covenant shall be made, or be valid, against the Owner, other than by (i) the City or (ii) the owners of the North Properties.

[EXECUTION AND NOTARY SECTION TO BE ADDED]

EXHIBIT H

AFFORDABLE UNIT DECLARATION

EXHIBIT I

AMENDMENT TO 1965 RESTRICTIVE COVENANT

This document was prepared by and
after recording should be returned to:

DLA Piper LLP (US)
Attn: Katie Jahnke Dale
444 W Lake, Suite 900
Chicago, IL 60606

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS ("***Amendment***") is made and entered into as of the ___ day of _____ 2026, by [THE HABITAT COMPANY LLC], a Delaware limited liability company ("***Owner***").

RECITALS:

A. The Owner is the record title holder of that certain real property legally described in **Exhibit A** which is attached hereto and incorporated herein by reference (the *"**Property**"*).

B. The Property is subject to that certain Declaration of Protective Covenants recorded against the Property on January 26, 1965 as Document No. 1252519 with the Recording Division of the office of the Lake County Clerk (the "***Declaration***").

C. The Declaration states that there will be no entrance or exit for vehicular traffic on Deerfield Road closer than 200 feet from Ridge Road.

D. The Declaration may be modified by the agreement of the Owner and the City of Highland Park (the "***City***").

E. The Owner proposes to redevelop the Property consistent with that certain Special Use Ordinance No. _____, as may be amended (the "***Development***"), which includes ingress and egress locations inconsistent with the Declaration.

F. To enable the construction of the Development on the Property, the City has agreed to this Amendment, which agreement is reflected in that certain Development Agreement between the City and the Owner dated _____ and recorded as Document ____ with the Recording Division of the office of the Lake County Clerk.

NOW, THEREFORE, the Owner declares, covenants and agrees as follows:

Section 1. Recitals. The Recitals set forth above are hereby incorporated into and made a material part of this Amendment.

Section 2. Declaration Amendment. Section 5 of the Declaration is hereby amended to read as follows:

"5. That there be no entrance or exit for vehicular traffic on Deerfield Road closer than approximately 150 feet from said Ridge Road."

Section 3. Miscellaneous. This Amendment runs with the land, and is binding upon, the Owner and their respective successors and assigns. Except as provided in this Amendment, all the terms and provisions of the Declaration shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

_____**,** a Delaware limited liability company

By: _____

Its: _____

By: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF _____)
) SS.
COUNTY OF ____)

This instrument was acknowledged before me on _____, 2026, by _____, the Authorized Signatory of _____**,** a Delaware limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 2026.

_____
Notary Public

My Commission expires:_____

SEAL

DRAFT

EXHIBIT "A" to AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

Legal Description

Parcel 1:

Lots 10 Through 13, Both Inclusive, In Deer-Ridge Industrial Subdivision, Being Part Of Section 27, Township 43 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded November 27, 1968 As Document No. 1402659, In Lake County, Illinois.

Parcel 2:

Lots 2 And 3 In Cherry's Resubdivision, Being Part Of Section 27, Township 43 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded January 29, 1971 As Document No. 1489161, In Lake County, Illinois.

PINs: 1627302009; 1627302008; 1627401003; 1627401002; 1627401001; 1627122001; 1627302007; 1627302006; and 1627302005

EXHIBIT J

PHASING PLAN

EXHIBIT K

SOUND ATTENUATION STUDY

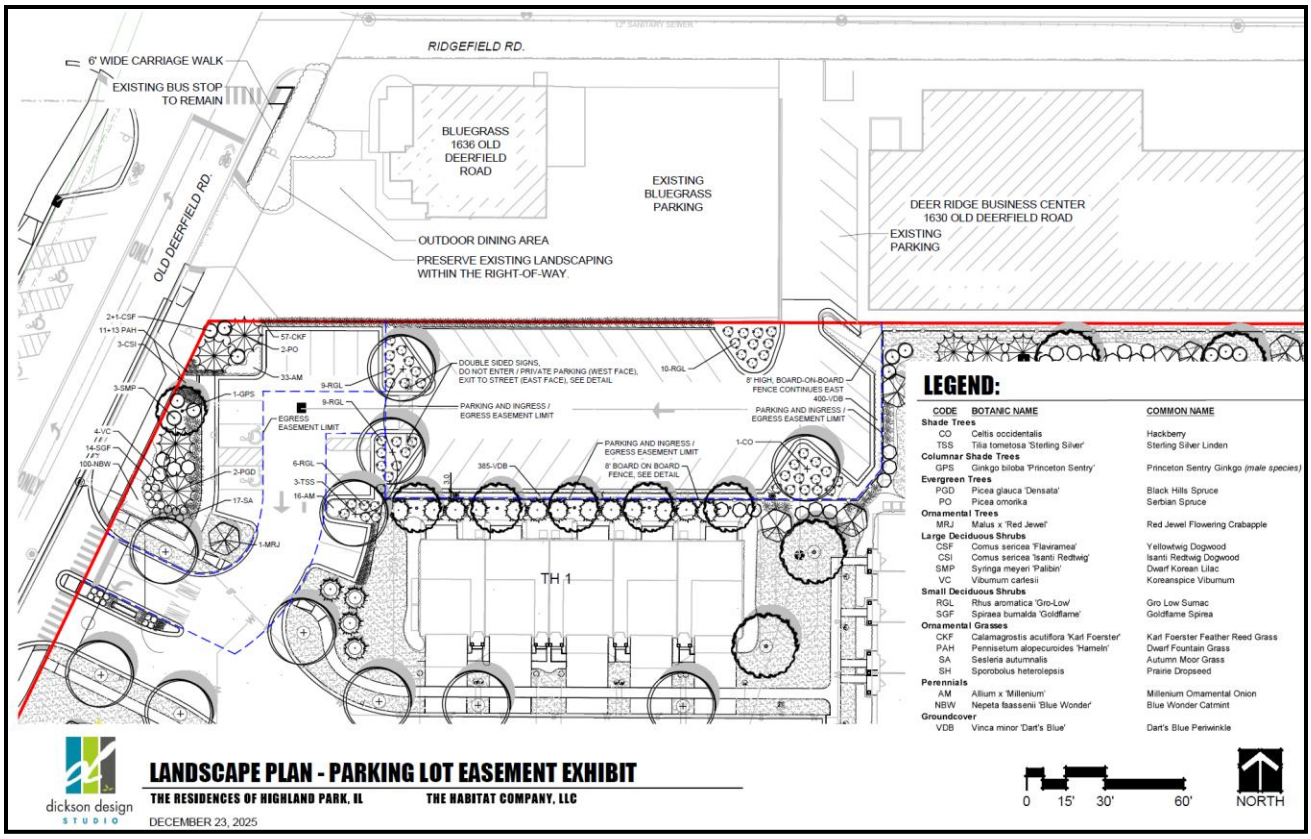
EXHIBIT L

SITE ILLUSTRATIVE PLAN AND QUANTITATIVE SUMMARY

Staff Attachment – Summary of Changes

Summary of Changes.

- Special Use Permit for Off-street Parking Lot, Freestanding.
    - An Off-Street Parking Lot, Freestanding, is a Conditional Use in the RM1 zoning district. It is a permitted use in the I zoning district. The proposed Off-street Parking Lot, Freestanding, is located in the northwest part of the Property and only a strip of it is within the residual I zoning district; the majority is located in the RM1. The Applicant proposed and the Commission and City Council discussed the parking lot that is located at the northwest part of the Property during the preliminary phase. The parking lot is not accessory to the development and is its own principal use.
    - The Plan and Design Commission held a public hearing for this component on its Jan. 20 meeting, and no one spoke during this portion of the Jan. 20 public meeting (the three persons speaking instead spoke during the public meeting portion for the final plat, design review, and final PUD).
- Woodland Path.
    - Final engineering includes all but materials, which are to be specified through the permitting process to the approval of the City Forester.
- Access Road (Spur Road along the Railroad).
    - Plans show mill and resurfacing the spur/access road along the railroad generally within its existing width except for portions where the pavement is widened to approximately 35.5 feet to accommodate 12 parallel parking spaces that are part of the public benefit for this project. The northern portion of the roadway will be repaved, but remain at its existing width.
- Northwest Parking Lot and Right of Way Adjacent to 1636 Old Deerfield Rd.
    - Applicant provided an inset exhibit (**Attachment 8**), identifying landscaping at this location, a sidewalk nearest the Old Deerfield Rd. right-of-way along the 1636 Old Deerfield Rd. property (Bluegrass), and to preserve existing landscaping within the right-of-way, with the exception of a couple of traffic signs (see figure below).
    - Per Sheet GM1 in **Exhibit G** the width of the landscaping strip is 2.5’ between the parking lot and the 1636 Old Deerfield Rd. property. And an additional landscape island.
    - The plan now includes irrigation in and around this parking lot; refer to Sheet L7.0 in **Exhibit G**.



- Final Engineering Plans:
    - Final engineering plans were provided and reviewed by the City (see **Attachments 18, 19, and 20)**. The following are changes from what was posted on Jan. 9th, 2026.
        - The on-site plans were revised to adjust the woodland path alignment to match the landscape plan set.
        - The off-site plans were revised to add the hardscape in front of the relocated monument sign at the Police Station, as requested by City.
            - Applicant added, as requested by City, the plaza space south of the monument, moved the mailbox to the south landscape island and refined the planting plan.
        - Public improvements are identified on **DA Exhibit B**. Three crosswalks, the Police Dept. Deerfield Rd. access, the 14-parking space lot for City use, sharrows, and other public improvements are identified.
        - Setbacks have been adjusted and are equal to, or exceed, what was previously approved during the preliminary review process.
- Final Plat.
    - Final easement language has to be provided on the plat – see **Exhibit A - Final Plat** in the Resolution for the plat, and any easement not provided will be subject to the City Manager's and Corporation Counsel's approval, per condition in the ordinance.
- Landscaping.
    - The following provides a summary of **Exhibit G**.

type	Chapter 150 Zoning Code	Proposed	Chapter 94 Tree Code	Proposed	Extra*	Total
shade or ornamental trees	119	119	227	227	54	400
evergreen trees	55	55	na	na	19	74
total trees	174	174	227	227	73	474
shrubs	952	952	na	na	2,999	3,951
*The extra trees are proposed to be planted at 2.5" caliper or 6' height at install.						

  - This table is organized to reflect the Chapter 150, Article 22 (Zoning Code) landscaping requirements, the Chapter 94 tree replacement requirements, and extra plantings that are proposed.
  - The final plans exceeds Chapter 150, Article 22, and Chapter 94 requirements and is planting an additional 'extra' amount found in the extra column.
    - Install heights for the required plantings are either 3" caliper or 8' high, as required by Code.
      - The height for the additional plantings beyond those required by code are either 2.5" caliper or 6' high, which is satisfactory.
  - The plantings are more than in preliminary:
    - There are ***96 more*** trees and ***517 more*** shrubs than shown in the approved preliminary plan.

- Exterior Lighting.
  - Final plans revise pole height for exterior lighting to be compliant (see **Exhibits I and J)**.
- Traffic Matters.
  - Traffic Impact Statements have been updated / revised for the Devonshire Ct. and Ridge Rd. crosswalk, and the Old Deerfield Rd. and Railroad Crossing.
  - The Applicant's addendums on these are in **Attachments 3 and 6**. The City's review is in **Attachment 4**. CivilTech's comment were incorporated, and the Applicant's proposals at both intersections are acceptable to the City with a condition that the ICC's latest comments be adopted, as follows:
    - Cross-hatching not necessary at the railroad intersection with Old Deerfield Rd., unless deemed necessary, after traffic behavior observation, as part of the required future traffic study in the Development Agreement.
    - Include 50' min. distance from the stop sign to railroad crossing pavement marking (and use MUCTD 11th Edition standard, as appropriate).
- Acoustics Letter.
  - **Attachment 5** includes sound mitigation for those units nearest the commercial properties to the north and the railroad to the east. This is also a condition of approval.
- Construction Site Logistics Plan and Staging.
  - The Applicant provided an exhibit. This lays out the Applicant's proposed flow of construction traffic, fencing, and stipulation about no construction traffic along Ridge Rd. except as necessary construct improvements along the west edge of the Property, on the Police Dept., and other required off-site or utility improvements.

- Environmental.
    - The Applicant provided an exhibit in **Attachment 10** related to an overview of what they will do to obtain a No Further Remediation ("*NFR*") determination from the Illinois Environmental Protection Agency per condition of approval that they follow best practices to obtain NFR(s) for this development.

Michael Laxner
1967 Cavell Ave
Highland Park, IL 60035

To: Plan and Design Commission of Highland Park
1707 St. John's Avenue
Highland Park, Il. 60035

To the Plan And Design Commission members,

I wish to address the following issues,

One issue that needs further discussion, and a decision on, is the 8 ft fence along the northern property line abutting the light industrial businesses. The 8 ft fence was included in the initial development proposal based on a recommendation by Staff. At that time the residential RM1 zoning went to that property line. At a subsequent PDC public hearing there was the inclusion of the Light Industrial zoning strip along that property line and elsewhere, to avoid a strict regulatory compliance for those businesses if they ever decided to expand.

However the inclusion of the Light Industrial zoning strip triggers another Code regulation that restricts the placement of an 8 ft fence under certain conditions. The regulation in question is shown below,

Sec. 173.010. - Maximum heights for fences.

(A) The height of a non-combustible open type fence may not exceed six feet as measured from the average ground level of both sides of said fence.
(B) The height of a solid type fence or a combustible open type fence may not exceed six feet except as permitted under paragraph (D).
(C) No fence may be erected to a height of more than three feet above the crown of the street or alley within 25 feet of the intersection of the lot lines at the intersection of any street with any other street or alley or of the intersection of alleys. No fence in a residential district may be erected to a height of more than four feet, as measured from the average ground level of both sides of such fence, in any required front yard. Notwithstanding the provisions of this Section 173.010, a fence may be erected to a height not exceeding six feet in any of the following instances:

(1) Along the lot line of the functional rear yard of a property that abuts those arterial streets or collector roads depicted in Figure 173-1; provided, however, that this Section 173.010(C)(1) does not apply if both the functional front yard and functional side yard of a property abut a street;
(2) Along the lot line of the functional rear yard of a property which abuts a dedicated and unpaved street or right-of-way; provided, however, that the owner of record of the property must record a restrictive covenant against the property requiring the fence to be brought into compliance with all other provisions of this Section 173.010 if the owner of record removes or causes to be removed, the fence, in whole or in part.

(D) A solid type or open type fence may be erected to a height not exceeding eight feet in any of the following instances:

(1) Along a railroad right-of-way.
(2) Along the lot line of residential property which separates such property from any business or industrial district or from any property being used for a non-conforming use which is permitted in only a business or industrial district.

Michael Laxner
1967 Cavell Ave
Highland Park, IL 60035

(3) For functional rear yards along: (i) U.S. Route 41; (ii) Half Day Road, between Trailway Street to the east and the corporate limits of the City to the west; and (iii) Deerfield Road, between U.S. Route 41 to the east and the corporate limits of the City to the west.

The italicized and underlined code regulation of Section 173.010 D(2) applies in this situation. The inclusion of the Light Industrial strip removes the currently proposed RM1 residential zoning lot line away from the property line. Therefore Section 173.010 D(2) can't be used to allow an 8 ft fence along the northern boundary adjacent to the businesses without a variance.

The PDC can grant the variance under Chapter 173, as long as it's a part of a SUP in the Nature of a Planned Development, which this is. However, please take into consideration the enclave effect that an 8 ft fence presents as opposed to a 6 ft fence.

The second issue I would like to see further discussion on is the split zoning on the property, which some members of the PDC were not fond of in previous public hearings.

Below is the table provided in the Housing Commission report from page 837 of the agenda packet.

SECOND AMENDED (current) 1700 Old Deerfield Rd. Calculation of Affordable Units Requirements		**Calc.**	**Row Name**
Proposed Units before Mrkt Rate Unit Bonus	176	Given	**A**
On-Site Affordable units (included in base Above)	34	A+D	**B**
Market Rate Unit Bonus	51	Given	**C**
Total Units (Mrkt & Affordable w Mrkt Rate Bonus)	227	C*1.5	**D**
Proportion of Units Required to be Affordable	20%	Code	**E**
Total Affordable Housing Units Required	35.2	A*E	**H**
Units by Cash Payment In-Lieu	1.2	F-C	**I**
Total Cash Payment In-Lieu	$222,480	G*$125K	**J**
Effective Rate of Affordable Units	15.5%	F/B	**F**
Proportion of Total Units that are Affordable	15.0%	C/B	**G**

The table provides the calculation for affordable housing units based on the number of proposed base units, which is 176 units.

The calculation is based only on the RM1 zoning area. However if the RM1 zoning area and R7 zoning area are combined under R7 zoning only that would be sufficient to support the 176 base units. Total site area is 1,245,766 sf. Subtracting the Light Industrial zoning area of 9,435 sf leaves a total R7 area of 1,236,331 sf. Divide the total R7 area by the R7 allowed density per single family unit of 7,000 sf (1,236,331/7000) and the result is a base unit calculation of 176.618 dwelling units. R7 zoing on the complete site minus the Light Industrial strip would give the same result as currently porposed under the split zoning of RM1/R7. There is no

Michael Laxner
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futher need for the RM1 zoing district, the whole site can be rezoned to R7 and support the 227 total unit being proposed.

I have already address this issue with the city council during a previous public meeting that took up this development. Some council members were okay with the R7 zoning only, as long as it didn't change the overall development plan, which it will not. Staff will tell you there are hurdles to get to over to rezone the property to R7 only, but none of them are insurmountable and the current site plan wouldn't have to be reworked, since the townhouse site plan on the smaller RM1 area has already been approved. Removing the boundary line of the RM1 area to make the whole site R7 (minus the Light Industrial strip that could be removed in the future with some reworking of the Code) would have no engineering or design impact on what is already being proposed.

I want this commission to understand that you are providing this developer with a litany of Code variances the likes of which I have never seen at this level since I've been following development proposals in the PDC over the last 6-7 years. This development plan is not supported by the local community. One thing they hammered at during all the public hearing is the need to rezone the property to R7, well now that is possible.

I simply ask that you consider this testimony and consider the change in rezoning from RM1/R7 to only R7 , or at a minimum make a recommendation to the city council that you support the rezoning to R7.

Best regards,
Michael Laxner
1967 Cavell Ave
Highland Park, IL 60035

Burhop, Karl

Subject: FW: questions about redevelopment of property 1700 Old Deerfield Road and 1600 Old Deerfield Road

From: Laurie BROUTMAN < >
Sent: Tuesday, January 13, 2026 12:33 AM
To: Burhop, Karl <kburhop@cityhpil.com>
Subject: questions about redevelopment of property 1700 Old Deerfield Road and 1600 Old Deerfield Road

[EXTERNAL EMAIL]

Hi Karl,

I hope that you are doing well. I live on Devonshire Court. Below are my questions in relation to the redevelopment of the property 1700 Old Deerfield Road (Former Solo Cup Site).

A Public Notice about a Special Meeting of the Plan and Design Commission on May 20, 2025 mentioned that the planned Urban Development included both 1660 Old Deerfield Road and 1700 Old Deerfield Road. Is the same redevelopment planned for 1660 Old Deerfield Road and 1700 Old Deerfield Road?

What were the conclusions and opinion of the Phase I Environmental Site Assessment (ESA) of the property?

Did the Phase I ESA show any contamination or hazardous waste?

Did the Phase I ESA identify any Recognized Environmental Condition(s) (REC) in connection with 1700 Old Deerfield Road or 1600 Old Deerfield Road?

If the Phase I ESA recommended any further investigation of RECs, what did it recommend?

Was the Phase I Environmental Site Assessment an All Appropriate Inquires-compliant?

Do you or any other city staff have any concerns about the results of the Phase I ESA?

What was the date of the Phase I ESA that Habitat Company LLC had conducted?

If any other Phase I ESAs were conducted in connection with 1700 Old Deerfield Road or 1600 Old Deerfield Road since the structures on that site have been demolished, please answer the above questions in relationship to the other Phase I ESAs also.

Have their been any environmental liens or activity and use limitations in connection with 1700 Old Deerfield Road or 1600 Old Deerfield Road?

After Habitat Company LLC had a Phase I ESA conducted, were there any continuing obligations identified for Habitat Company LLC?

If any Phase II ESAs were done in connection with 1700 Old Deerfield Road or 1600 Old Deerfield Road since the structures on that site have been demolished, what were their conclusions, opinions, and recommendations?

What remediation or cleanup work was done by Solo Cup or any other owners of the 1700 Old Deerfield Road property or 1600 Old Deerfield Road property after the Solo Cup facility (including the plastics manufacturing) was demolished?

What remediation or cleanup work sufficiently done?

Was clean up of plastics sufficiently done?

Are contents of underground storage tanks at 1700 Old Deerfield Road or 1600 Old Deerfield Road getting into the drinking water or any other water of nearby homes, such as on Devonshire Court?

Is Habitat Company LLC planning any remediation of the property?

Is the Highland Park City staff requesting or requiring any remediation of the property?

What will be the impact of the redevelopment planned by Habitat Company LLC on the health, safety, and quality of life risks associated with air, soil, water, noise, and light pollution of people living in nearby homes, (such as on Devonshire Court)?

Has the Plan and Design Commission or the City Council approved anything yet proposed by Habitat Company LLC regarding the redevelopment of the property 1700 Old Deerfield Road?

What will be the environmental impact of the development?

What will be the impact of the development on stormwater management?

If the redevelopment will have any impact on the water quality of nearby homes, such as on Devonshire Court, what will that impact be?

What will be the impact of the development be on environmentally sensitive areas?

Is the proposed land grading appropriate so that there will be proper drainage?

Is the proposed pitch of the land appropriate so that there will be proper drainage?

If permeable pavement is going to be used for parking lots or any parking spaces, who is going to be responsible for maintaining the permeable pavement like vacuuming to prevent clogging from sediment?

We do not have any problems with our basement flooding. Will the redevelopment of 1700 Old Deerfield Road result in any increased risk of basement flooding of nearby homes, such as on Devonshire Court?

What are the modifications from the Code being requested?

What is being requested in the Special Use Permit?

If any modifications to Chapter 151 Subdivision Code are being requested, what are those requests?

If there is the possibility of any of the property being rezoned as R7, can the Plan and Design Commission or the City Council put conditions on the project that Habitat Company LLC and any future owner(s) of the property will not develop the R7 area in the future?

Since the development proposal includes 10.96 acres of open space abutting Ridge Road, can the Plan and Design Commission or the City Council put conditions on the project that Habitat Company LLC and any future owner(s) of the property will not develop the 10.96 acres of open space abutting Ridge Road in the future?

If a wetland conservation easement is being proposed along Ridge Road or south of the property, what could be its impact on nearby homes, such as on Devonshire Court?

If a wetland conservation easement is being proposed along Ridge Road or south of the property, can the Plan and Design Commission or the City Council put conditions on the project that Habitat Company LLC and any future owner(s) of the property will not develop the land in the wetland conservation easement in the future?

What is the impact (including harm to wetland habitat) of all the trees that have been removed at 1700 Old Deerfield Road and 1600 Old Deerfield Road?

If any part of the redevelopment will harm wetland habitat, what harm will it cause and what will be the impact of that harm?

Best,

Laurie Broutman

Sandra & Arthur Lurie
1016 devonshire ct., highland park, il 60035

1/12/2026 **SOLO DEVELOPMENT PROCESS**

To Mayor Rotering and Highland Park City Council,
With respect,
I'm here tonight, not to debate the merits of the Solo property, but I'd like to comment on the process that brought us to this point, and the point that we're at is the city desperately wants the development to proceed, but to the total exclusion of what the neighborhood **reasonably** is asking for and what is good for the people who live in the Southwest corner of Highland park and the city as a whole.

What we didn't know back in April when this was first presented, but do know now, is you have a process that is adversarial, the opposite of collaborative.
We have a developer that wants Highland park to change our existing rules for their benefit and the government that wants to fill a long empty space and is willing to ignore those rules .

What we don't have is a process that involves the citizens of the city whose lives are most affected by this development, the last large parcel of land in Highland park. Your rule bending is to the detriment of the people in the community.

We are allowed to send you as many letters as we want and to speak for three minutes. But that is not a give-and-take and there is no framework place for direct dialogue with the city. Highland Park does not require the developer to meet with the neighborhood which should be a requirement for a development of this size and scope. You are allowing a **Generational** and substantive change in the nature of an entire community. By the time it gets to this point you just want to get it done, despite those pesky details and let's not get too picky.

This development does not meet any standards for Sustainability, Environmentally clean, Senior, friendly, ADA friendly, or Architecturally appropriate for fitting into the existing neighborhood; all items in the city's, master plan, But not one question has come from the PDC nor this body regarding any of the above

Mayor Rotering, and most on this council say all our input has made this a better development, but that's not true; this is pretty much the same oversized, crowded, two tall development that came before us back in April less 13 unit units. It's still not properly zoned and in a few years when it's sold to another investor, and it will be, they can pretty much do what they want because it's not zoned properly
And even worse, you have dismissed out of hand city council members questioning as to why it's not zoned properly.

We expected you to look out for us, for our real concerns and expected you to play by the rules, not bend them for someone else's benefit not let something that is "merely palatable or OK enough" be imposed. The fear that this developer will walk away, has taken precedence over what's good for the neighborhood, our lives and property values .
This huge development will be your legacy to the city. **Is this good enough for you?**

And importantly in these crazy fearful times we're all living in, this neighborhood is feeling soured and unheard from the city government we once cheered on and supported.

But we, all the many residents who came before you, gave testimony, and signed letters, do not feel supported in any way. We feel ignored.

Thank you for listening.

THE CITY OF HIGHLAND PARK
PUBLIC HEARING APPEARANCE FORM

Any person who desires to appear at a City of Highland Park public hearing as an "interested party" with the right to cross-examine others must complete and file this appearance form with the City of Highland Park by the date specified in the public hearing notice. NOTE: IT IS NOT NECESSARY TO COMPLETE THIS FORM TO MAKE A GENERAL STATEMENT, OR OTHERWISE SPEAK AT THE PUBLIC HEARING WITHOUT CROSS EXAMINATION.

Please provide the following information:

NAME: Sandra Lurie

[redacted]

PLEASE PROVIDE A BRIEF EXPLANATION OF YOUR SPECIAL INTEREST IN THE PUBLIC HEARING (such as, without limitation, your property is within 250 feet of the subject property, or your property shares facilities with the subject property that may be impacted).

Our property is across the street from proposed development.

PLEASE DESCRIBE THE NATURE OF THE TESTIMONY YOU INTEND TO PROVIDE AND THE QUESTIONS YOU DESIRE TO POSE AT THE PUBLIC HEARING:

1. Respectfully, it sseems the PDC, has not spoken to the issues the community has been asking since last April. See attached letter to the Mayor and City Council.
How the PDC totally flipped in two weeks without major changes to the plan.

2. Questions regarding the kloa report regarding Devonshire crosswalk; where is the civiltec report? I do not see the photos we provided to the city council demonstrating the danger. Will attach them.

3..RE:Att4. Spaceco stormwater managment, and Flooding. Their math on impervious surface seems wrong. 18.19 Acres would be 792,356 square feet. Where are their numbers from.? [43,560 sqft=1 acre]

4.We still do not see a plan for dust, critters remediation and service for the immediate surrounding community.

5. Please address Michael Tarnoff exhibit regarding density, and other issues.

Sandy & Art Lurie
1016 devonshire ct., highland park, il 60035

10/28/2025

Mayor Nancy Rotering
Highland Park City Council
Highland Park, Illinois 60035
847.926.1000

Re: Proposed Devonshire Court / Ridge Crosswalk
4 attachments.

Dear Mayor Rotering, Highland Park City Council, Karl Burhop, Ghida Neukirch,

We have written to you previously regarding the pathway winding out of the development at Devonshire Court and a subsequent crosswalk to be installed at Devonshire and Ridge. This is something we **Strenuously** oppose due to safety concerns and access down one street and into our neighborhood. Who in the City Administration thought this was a good idea? Why aren't you listening to us?

1. **Public Benefit**

This has been "billed" as a Public Benefit. There is **NO benefit** to the neighborhood to have a walkway exiting onto Ridge Road at that juncture. By doing that you are endangering lives of children and others that will cross there. In speaking to Zach Zalar from Habitat , they would be happy to **not** have to extend that trail to Ridge; it saves them on cost.

2. **Sight Lines and Stoping Time**

We have spoken to Sam Hertel, Engineering Department and totally **disagree** with their assessment that there is enough time and distance for somebody to stop. That is not a spot where anybody expects to see somebody crossing . We are attaching, for your benefit, photos taken as you're driving down the street towards Devonshire so you can view what we see driving North on Ridge road. If you don't live here, you don't understand the traffic behavior and speed at which cars drive north on Ridge.
We ran 25 separate tests to see how many seconds you have driving North until Devonshire and Ridge **fully come into view.** Depending on speed it takes between 5 to 8 seconds, at which point you are upon that site and have to stop at a place not designed for stopping.
See 4 attached photos:

3. Playgrounds

Habitat has planned for two playgrounds in the development, which negate the necessity of crossing to get to Devonshire Park, the second smallest park in the Highland Park system. Mooney Park, which is a much larger park is equally accessible and safer to access with lights and stop signs. People wanting to walk down to Devonshire Park can exit the development at the main entrance and **Safely** cross Old Deerfield and Ridge The path you are proposing is a dangerous one. You are creating a danger where there was none before.
There will be children running across the crosswalk not paying attention to cars that cannot see them.

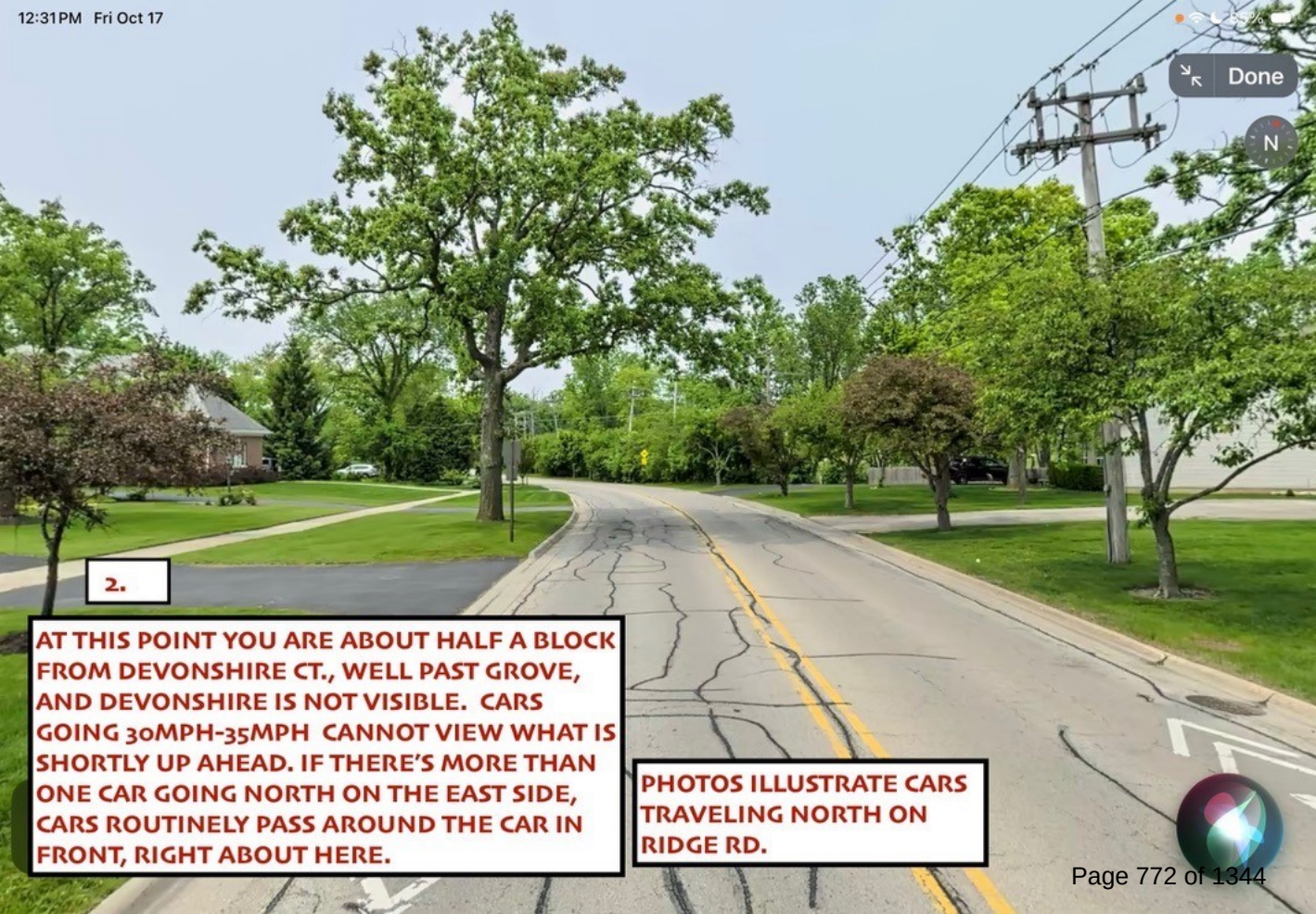
4. Neighborhood

You are changing the nature of one specific street, as the Park is the only destination and reason for somebody to cross Ridge at that site.
You are putting pressure at one specific spot to enter into and down Devonshire Court where you could conservatively figure 300 to 450 people accessing that crosswalk, at different times, heading down Devonshire. Please envision what that adds to traffic stops at a place **not built for accommodating crossing** . To put a three-way stop or a light of any type that you push to cross would create more havoc on Ridge Road and vastly change the nature of this neighborhood, to say nothing of the traffic problems created.

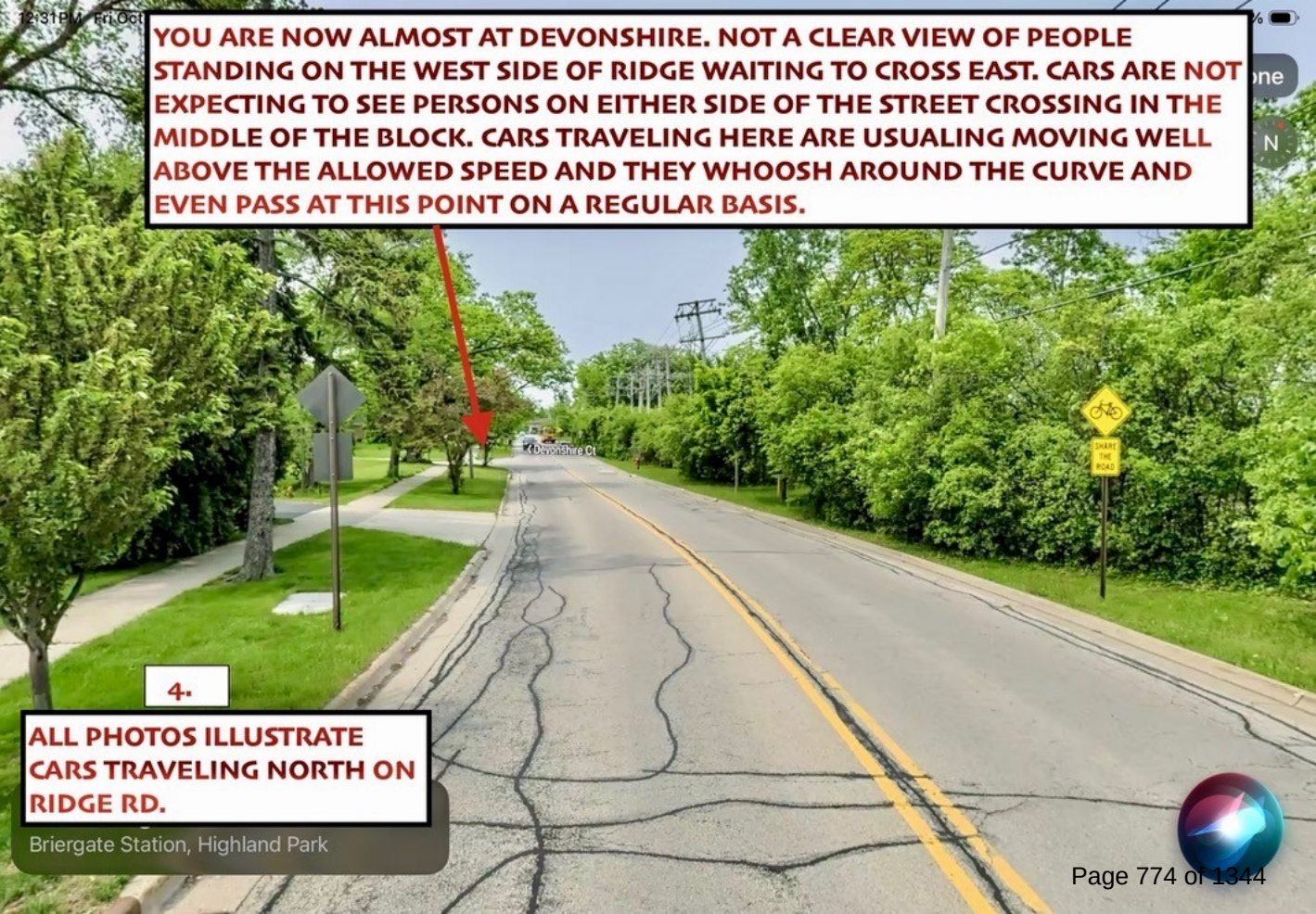
We Urge you to listen to the people who actually live here and abandon this **Dangerous** crosswalk at Devonshire Ct. and Ridge Road.

Kindest regards,
Sandy and Art Lurie
and our Neighbors on Devonshire Court


12:30 PM Fri Oct 17
85%
Done
N
Grove Ave ❯
1.
AT THIS POINT YOU ARE JUST SOUTH OF GROVE AND ONE CLEARLY CANNOT SEE DEVONSHIRE CT BECAUSE THE ROAD IS CURVING BUT YOU CANNOT SEE AROUND THE CURVE ON THE EAST OR WEST SIDE OF RIDGE. ONE DOES NOT EXPECT TO SEE A CROSSWALK IN THE MIDDLE OF A BLOCK SO DOES NOT PREPARE FOR IT.
AL PHOTOS ON RIDGE RD. HEADING NORTH.


12:31 PM Fri Oct 17
Done
N
2.
AT THIS POINT YOU ARE ABOUT HALF A BLOCK FROM DEVONSHIRE CT., WELL PAST GROVE, AND DEVONSHIRE IS NOT VISIBLE. CARS GOING 30MPH-35MPH CANNOT VIEW WHAT IS SHORTLY UP AHEAD. IF THERE'S MORE THAN ONE CAR GOING NORTH ON THE EAST SIDE, CARS ROUTINELY PASS AROUND THE CAR IN FRONT, RIGHT ABOUT HERE.
PHOTOS ILLUSTRATE CARS TRAVELING NORTH ON RIDGE RD.


12:31 PM Fri Oct 10
84%
Done
N
3.
AT THIS POINT YOU ARE JUST SOUTH OF DEVONSHIRE CT. AND YOU CANNOT CLEARLY SEE AROUND THE CURVE WHERE CHILDREN MAY BE CROSSING IN THE MIDDLE OF A BLOCK NOT MEANT FOR CROSSING. WE HAVE CARS PASSING ON THE LEFT ON A DAILY BASIS AND CARS IN EXCESS OF SPEED LIMIT WHICH IS 25MPH.
986 Ridge Rd
Briergate Station, Highland Park
ALL PHOTOS ON RIDGE RD.
HEADING NORTH


YOU ARE NOW ALMOST AT DEVONSHIRE. NOT A CLEAR VIEW OF PEOPLE STANDING ON THE WEST SIDE OF RIDGE WAITING TO CROSS EAST. CARS ARE NOT EXPECTING TO SEE PERSONS ON EITHER SIDE OF THE STREET CROSSING IN THE MIDDLE OF THE BLOCK. CARS TRAVELING HERE ARE USUALING MOVING WELL ABOVE THE ALLOWED SPEED AND THEY WHOOSH AROUND THE CURVE AND EVEN PASS AT THIS POINT ON A REGULAR BASIS.
Devonshire Ct
SHARE THE ROAD
4.
ALL PHOTOS ILLUSTRATE CARS TRAVELING NORTH ON RIDGE RD.
Briergate Station, Highland Park

Burhop, Karl

Subject: FW: Memo to HP City Council - Turnoff

From: Michael Tarnoff < >
Sent: Wednesday, November 5, 2025 6:50 PM
To: cityhp <cityhp@cityhpil.com>
Subject: Memo to HP City Council

[EXTERNAL EMAIL]

October 5, 2025

To: City Council at **cityhp@cityhpil.com**
From: Michael Tarnoff
email:
phone:

ARE THE OLD DEERFIELD RD. RAILROAD CROSSING ISSUES RAISED BY THE ICC REALLY A BIG DEAL? HINT: THE ANSWER IS "YES"

At the last City Council meeting (on Oct 30th) regarding the proposed development at the former Solo Cup cite, the issue of designating the railroad crossing a "quiet zone" was raised by the ICC (Illinois Commerce Commission) and discussed for the very first time, even though meetings regarding this development have been taking place for over a year. And it was noted by the ICC and acknowledged by both the City and the developer (Habitat) that **this issue would NOT have been raised, even now, if not for the intervention of a local, neighborhood resident.**

Is this really important? You bet it is! Please see the link below regarding what Hillside (a small suburb of Chicago) residents say about train whistles in their community.

In addition, this is not the only issue that was raised by the ICC and discussed for the very first time, even though meetings regarding this development have been taking place for over a year. There was a second important fact that was somehow "overlooked" or "missed" during the many meetings over the past year, which was brought out in a letter from the ICC. In its letter, the ICC warns, clearly and unambiguously, that this crossing "could pose a safety risk if trucks longer than approximately 50 feet [such as standard semi-trucks which are typically around 72 feet] approach from the north across the tracks". Specifically, the letter states "there is insufficient clear storage space downstream of the tracks for these larger vehicles to stop while waiting for a gap in oncoming traffic."

It makes me wonder -- **and I think it should make you wonder, too** – if this important fact has not been raised by either the City or the developer during over a year of meetings, what other important issues might have been overlooked or missed?

And during the city Council meeting on Oct 30th, what was the response from the developer? I am paraphrasing here, but it was "we will work with the City staff to resolve these issues". To me, this translates into: "we have no plan right now, but give us approval and we will work something out."

However, Habitat has promised, repeatedly, in meeting after meeting, that **ALL** construction vehicles would be routed precisely down this path that the ICC says is a "safety risk for trucks over 50 feet in length". So, exactly how will that be possible????

In my view, it is **reasonable and fair** that approval for this development be put on "pause", until and unless the City and the developer can explain to the community, in writing, **EXACTLY** how they will achieve **ALL** the following:

a.. a firm commitment in writing from the ICC that this crossing will be designated a "Quiet Zone";

b.. **EITHER** (i) a written commitment that no trucks over 50 feet long will be permitted to use this route to reach the development, and a plan as to how that will be enforced, **OR** (ii) modifications to the crossing which the ICC agrees will make it safe for trucks over 50 feet long to use this route;

c.. a commitment, in writing, that if the development is approved, Habitat will keep its promises that **ALL** construction vehicles will be routed down this path, and no construction related vehicles will be permitted to travel on Old Deerfield Rd. during the entire multiple-years-long construction period.

Link to: ABC7 news article: "Hillside residents upset over freight train horns blaring overnight: 'We cannot sleep'" **https://abc7chicago.com/place/hillside/**

Michael Tarnoff
email:
phone:

November 21, 2025

An Open Letter Regarding the Proposed Habitat Development at the Former Solo Cup Site <cityhp@cityhpil.com>

Submitted to the HP City Council by:

Michael Tarnoff
Eileen Tarnoff
Lisa Radin
Ken Tatz
Lynn Tatz
Hillel Singer
Jim Lederer
Joanie Lederer
Sandra Lurie
Art Lurie
Sonny Cohen
Barbara Siegel
Bruce Siegel
Larry Lederman
Billy Pam
Natalie Nasatir
Mimi Bass
Harvey Gerskowitz
Elyse Gerskowitz
Franny Kaplan
Ed Kaplan
Jill Small
Scott Small
Jacob Prizer
Irina Borisova
Morris Mordini
Raquel Mordini
Susana Miller
Daniel Doepke
Jennifer Doepke
Nyche Clark
Nyronia Clark
Willlie Williams
Taneha Fincher
Narvale Fincher
Guillermo Ramos
Manuela Ramos
Susanna Rallo
Mark Payne
Jane Prizer
Philip Nowak
Eric Daugherty
Patricia Daugherty
Justin Hernandez
David Axelrod
Penny Axelrod
Henry Joseph
Diala Joseph
Carl Rish
Barbara Rish
Candice Glicken
Eugene Novikov
Jenny Tristano
Thomas D Yatabe
Leslie Ann Yatabe
Katy Sullivan
Jessica Rosen
Scott Rosen
Thomas Jones
Anna Jones
Kevin Thompson
Allie Thompson
Alejandro Albanez
Iara Fuenmayor
Sharon Reichler
Risch Reichler
Jules Pomerantz
Tom Whitzman
William Struck
Brian Jacobson
Katia Binzari
Terri Ellman
Erin Nightingale
Oleg Goryunov

Introduction

We, the signers of this letter, are all long-time Highland Park residents – in some cases, over 50 years. Between us, we have talked with literally hundreds of our neighbors in southwest Highland Park, all of whom drive on Old Deerfield Road nearly every day. **The purpose of this letter is to outline reasonable accommodations and meaningful compromises that we believe should be considered, and can be agreed upon, by the developer (Habitat), the City, and neighborhood residents, regarding significant concerns about the proposed Habitat development at the former Solo Cup site.** It is important to acknowledge that a substantial majority of southwest Highland Park neighborhood residents — many of whom are

unable to attend public meetings due to work, childcare, and other obligations — are deeply invested in and closely monitoring this process. Through our numerous conversations with our neighbors, we feel confident that the viewpoints and comments expressed here reflect the consensus of the vast majority of local residents, though we do not claim to speak formally for all.

Zoning

We urge that the property be zoned R-7, which is specifically designed for townhome developments, rather than adopting a split RM1/R7 zoning. The request for split RM1/R7 zoning appears to be a strategy to permit a much higher development density than R-7 zoning would typically allow. While development agreements, easements, and covenants can be amended, rezoning to R-7 would require any future changes to undergo a new rezoning process and PDC public hearings. Notably, recent council meetings have included PUD amendments, one of which proceeded without public hearings. An assertion that alternative arrangements offer the same level of protection as R-7 zoning is misleading. We believe that making future changes more challenging is more protective of and, therefore, more beneficial for, the local community. **Approving R-7 zoning with variances, rather than a split RM1/R7 approach, is both a reasonable accommodation and a meaningful compromise.**

Density

Should the City Council approve R-7 zoning and wish to allow a total of 227 units—a 27.5% increase above the 178 units typically permitted under R-7 zoning—a variance for this higher density should be considered. Residents strongly feel that 178 units should suffice, and that increasing the total up to a maximum of 200 units (a 12.5% increase over R-7's normal allowance) would be a meaningful compromise. The developer has also requested a height variance -- which further increases density – and which is not currently being contested. We strongly urge that the City Council seriously reconsider the neighbors' concerns and approve a variance for the minimum number of units deemed appropriate. **Approving density as a variance from R7 zoning represents both a reasonable accommodation and a meaningful compromise.**

Traffic Management – Driveway Across from Police Station

We propose that the City Council require the driveway across from the police station be designated as right-turn-only, both for entry and exit, during peak morning and evening hours (7–9 AM and 4–6 PM), for the duration of the multi-year construction period. Once construction is completed, if the developer finds this restriction problematic, it can be revisited. A similar arrangement exists at the Chantilly townhome development in Highland Park, which has maintained a right-turn-only entrance and exit without issue for decades. There is **no reason whatsoever** to expect that this development would face challenges with a similar arrangement, especially during the multi-year construction phase. **Limiting the driveway to right-turn-only during morning and evening busy hours, with a chance to revisit after construction is completed, is both a reasonable accommodation and a meaningful compromise.**

Railroad Crossing - Safety

The letter from the ICC highlighted that trucks over 50 feet in length cannot safely cross the railroad tracks and turn left into the spur (*i.e.,* the access road along the tracks). Semi-trailer trucks with a cab typically exceed 70 feet in length, and the construction period will last for several years. Although Habitat has promised to avoid Old Deerfield Rd and route all construction traffic via the spur, this raises a dilemma: either safety concerns will be disregarded, or the promise to avoid Old Deerfield Road will not be kept. At the last meeting, the developer responded to this concern without a concrete plan --- simply asking for approval and promising "to work with the City staff to resolve the issue". This response is completely unacceptable. **We request that the entire approval process be paused until the developer and City provide clarity to the community regarding both (a) how this issue will be resolved, and (b) the impact of the resolution on previous traffic studies.**

Note: one neighbor suggested it may be possible to talk with the railroad about removing the third track at the crossing, which could allow additional room to cross the railroad tracks and turn left into the spur. **We urge Habitat and the City to contact the railroad to determine whether that is a possibility that is worth exploring.**

Railroad Crossing - Quiet Zone

The ICC also raised concerns about designating the railroad crossing as a "quiet zone." Train whistles at all hours would have a severe negative impact both existing residents and those in the new townhomes. **We request that the approval process be paused until the developer and City can guarantee that this crossing will be designated a "quiet zone."**

Resolving both of the issues raised by the ICC and providing an explanation to the community before proceeding with "final" approval is, without question, a reasonable accommodation.

Devonshire Crosswalk

Residents with extensive experience at the intersection of Devonshire and Ridge believe this location is unsafe for a crosswalk due to a large curve in the road that reduces visibility. Residents know that despite speed limits and a double yellow line, it is not uncommon for cars to be either speeding and/or passing as they come around this curve. There will certainly be an increase in the northbound traffic on Ridge Road for traffic going into the Habitat development because of the direct connection to Lake Cook Road. One of the neighborhood residents who lives on Ridge Road, Jill Small (who is one of the signers of this letter), was hit by a car at a pedestrian school crossing on Ridge Road. The driver was speeding, as many cars do on Ridge Road. **We therefore request that speed cameras that can issue tickets be installed in appropriate locations on Ridge Road to address the issue of speeding cars**. In addition, this crosswalk was requested by the Park District specifically to provide convenient access to Devonshire Park. However, Mooney Park — a larger park with more amenities — is also less than a quarter mile from the development and offers safe walking paths with appropriate street crossing controls, including both stop signs and stop lights. We strongly request that the proposed Devonshire crosswalk be removed from the plan. **As this crossing was not part of the developers plan but was included at the Park District's request, its removal certainly represents a reasonable accommodation.**

Drainage and Pest Control

Large-scale construction often leads to drainage and pest control issues for residents adjacent to or across the street from the site. We request that any final approval includes a firm guarantee from the developer to provide or pay for necessary drainage and/or pest control remediation for these neighbors. **Given the scope of the development, such assurances represent a reasonable accommodation.**

Cross Examination

Please see the following link to an article by Christian Spesia of the law firm Spesia & Taylor titled “Second District declares right to cross-examination in zoning hearings”. As you will see, the article states that “In reviewing the Illinois Municipal Code, the *Klaeren* court determined that public hearings before zoning authorities **must allow for the cross-examination of persons presenting evidence,** with the caveat that the testimony and cross-examination be “appropriate, relevant and reasonable.”

- https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fspesia-taylor.com%2Fsecond-district-declares-right-to-cross-examination-in-zoning-hearings%2F&data=05%7C02%7C%7C45feda1202344ce8625308de26b78e73%7C84df9e7fe9f640afb435aaaaaaaaaaaa%7C1%7C0%7C638990766993380094%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=s8ogK0jlA6RrQMDfaCG8Znoe36lxRPivgxINYAYTiAI%3D&reserved=0

In keeping with this ruling, we respectfully request **the right to cross examine any/all persons presenting evidence at the next public hearing** regarding the proposed Habitat townhome development – with the understanding that such cross examination will be conducted in a way that is “appropriate, relevant and reasonable”.

Conclusion

We urge, as strongly as possible, our representatives on the City Council, to:

- recognize and acknowledge both the **reasonableness and the significance** of these proposed accommodations and compromises,
- **include these accommodations and compromises as conditions in any final approval** of the proposed development,
- **encourage Habitat to incorporate these accommodations and compromises now**, into the “final” plans that it is preparing to submit to the City for review and approval, and
- allow us **to cross-examine persons presenting evidence at the next public hearing** regarding the proposed Habitat townhome development.

On behalf of all the signers of this letter, we thank the members of our City Council for seriously considering our perspectives, our recommendations, and our requests.

THE CITY OF HIGHLAND PARK
PUBLIC HEARING APPEARANCE FORM

Any person who desires to appear at a City of Highland Park public hearing as an "interested party" with the right to cross-examine others must complete and file this appearance form with the City of Highland Park by the date specified in the public hearing notice. NOTE: IT IS NOT NECESSARY TO COMPLETE THIS FORM TO MAKE A GENERAL STATEMENT, OR OTHERWISE SPEAK AT THE PUBLIC HEARING WITHOUT CROSS EXAMINATION.

Please provide the following information:

NAME: Michael Tarnoff

ADDRESS: 861 Barberry Road Highland Park, IL 60035

TELEPHONE NUMBER: [redacted]

PLEASE PROVIDE A BRIEF EXPLANATION OF YOUR SPECIAL INTEREST IN THE PUBLIC HEARING (such as, without limitation, your property is within 250 feet of the subject property, or your property shares facilities with the subject property that may be impacted).

My home is near the subject property

PLEASE DESCRIBE THE NATURE OF THE TESTIMONY YOU INTEND TO PROVIDE AND THE QUESTIONS YOU DESIRE TO POSE AT THE PUBLIC HEARING:

(please see attached)

CHI1 #205498 v1

HP Public Appearance Form - Questions

(1). **Habitat has promised that all construction traffic will be routed via the "spur" (the access road alongside the railroad tracks) to access the site.**

I would like to clarify that, per the attached aerial view from Google Maps, Habitat's promise means that, during the entire multi-year construction period,

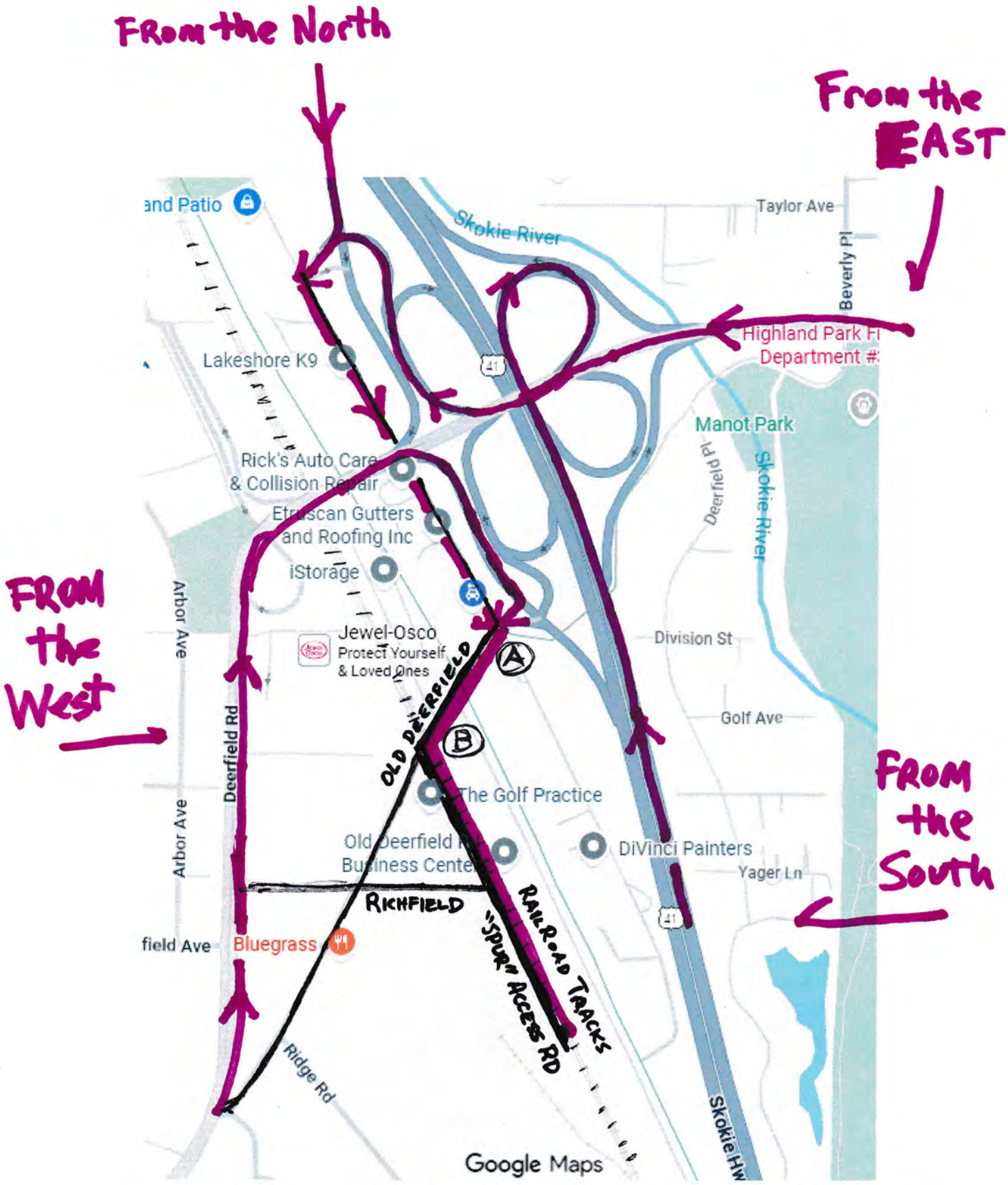
- **all** construction vehicles – whether coming from the north, south, east or west -- will be routed to point "A" on the attached, which is the portion of Old Deerfield Road that is east of the railroad tracks,
- **all** construction vehicles will then cross the railroad tracks and turn left at point B, onto the spur
- there will be no construction vehicles on Old Deerfield Road Road west of the railroad tracks, and no construction vehicles on Richfield.

Question: Is that description correct?

(2). The ICC letter noted that trucks over 50 feet in length cannot safely cross the railroad tracks and turn left into the spur. Semi-trailer trucks with a cab typically exceed 70 feet in length.

Questions:

a. **will some construction vehicles necessarily be over 50' feet in length?**
b. **how will those vehicles be routed to access the site?**
c. **what impact, if any, is this projected to have on the previous traffic study?**



A: OLD DEEFIELD RD EAST OF THE RAILROAD TRACKS

B: OLD DEEFIELD RD AT INTESECTION WITH "SPUR"/ ACCESS ROAD

From:
Sent: Friday, October 31, 2025 5:08 PM
To: Fontane, Joel <jfontane@cityhpil.com>
Cc: cityhp <cityhp@cityhpil.com>; Burhop, Karl <kburhop@cityhpil.com>; Jason, Erin <ejason@cityhpil.com>
Subject: Habitat Development Project

[EXTERNAL EMAIL]

Hi Joel,

I'm reaching out to ensure that the development code is properly followed on the north end of the new project. From what I understand, 29 Inc, EBS, and Carefree each received 50 feet of green space. The current proposal on our side appears to offer only 30 inches, which seems inconsistent — though I'm still confirming what the code actually requires. I hope you'll hold the developer to at least the minimum standards.

I plan to review the code with my council as well to make sure these requirements are met. As I recall, parking should include one landscaped island for every ten spaces. If this project is intended to be a signature development, then the 60,000 guests who visit Bluegrass each year should be able to see some beauty in it.

Please also forward this to the PDC commissioners. To suggest they can't provide even 36 inches of green space on a 26-acre parcel is frankly disappointing.

Lastly, can you confirm whether a sidewalk is required by code? I've attached two photos highlighting areas of concern. I realize it's late on a Friday, but I'd appreciate hearing from you next week so I can better understand the process moving forward. To say I am concerned is an understatement.

Thanks,

Jim Lederer
www.Bluegrasshp.com
1636 Old Deerfield Road
Highland Park, IL 60035

Bluegrass
EST. 2004




Bluegrass
STOP



From: Michael Tarnoff <>
Sent: Monday, November 3, 2025 3:52 PM
To: cityhp <cityhp@cityhpil.com>
Subject: Follow up to City Council Meeting of October 30th

[EXTERNAL EMAIL]

Please see attached Word document.

Thank you.

Michael & Eileen Tarnoff
861 Barberry Rd
Highland Park, IL 60035
email Michael:
phone Michael:
email Eileen:

phone Eileen:

November 3, 2025
TO: Highland Park City Council **cityhp@cityhpil.com**
FROM: Michael and Eileen Tarnoff
RE: Follow up to City Council Meeting of October 30th

The City's information packet for its meeting on October 30th included a letter from Stan Milewski of the Illinois Commerce Commission in Springfield, which presents critical safety concerns about the proposed Habitat project. In his correspondence, Mr. Milewski highlights that a representative from DLA Piper reached out to the Commission "in response to a neighbor raising concerns about an adjacent railroad crossing". This indicates that the safety issue now under discussion was not brought forward by Habitat, the City of Highland Park, or their respective traffic consultants. WITHOUT THE NEIGHBOR'S INTERVENTION, THIS SIGNIFICANT CONCERN MIGHT NOT HAVE GONE UNNOTICED.

Mr. Milewski noted the City's condition for project approval is that ALL construction traffic must use the access road along the railroad. However, he warns that this could pose a safety risk if trucks longer than approximately 50 feet -- such as standard semi-trucks which are typically around 72 feet -- approach from the north across the tracks. Specifically, he states there is insufficient clear storage space downstream of the tracks for these larger vehicles to stop while waiting for a gap in oncoming traffic.

DESPITE REPEATED ASSURANCES FROM HABITAT THAT ALL CONSTRUCTION TRAFFIC WOULD USE THE DESIGNATED ACCESS ROAD ALONG THE RAILROAD TRACKS, THE ICC HAS IDENTIFIED THIS ROUTE AS UNSAFE FOR LARGE CONSTRUCTION VEHICLES. It appears that neither the KLOA traffic study nor the City's review of that study accounted for the need for such large trucks to travel down Old Deerfield Road and make left turns into the property throughout the multi-year construction period.

THIS RAISES THE QUESTION: IF THIS CRITICAL CONCERN WAS CONCERN WAS MISSED, WHAT OTHER ISSUES MIGHT HAVE BEEN OVERLOOKED.

And safety is not the only issue raised regarding the railroad crossing. Mr. Milewski's letter also states that the crossing and rail corridor in question are not part of an existing **QUIET ZONE**. In his letter he states that the access road for the development will have major implications for establishing a quiet zone in the future, should the City wish to do so. **THIS MEANS THAT TRAINS MAY SOUND THEIR WHISTLES AT ALL HOURS OF THE DAY AND NIGHT AT THIS CROSSING**, which would create truly significant disturbances for both current neighborhood residents and future Habitat townhome residents. If this occurs, it will severely impact both the marketability and livability of the new townhomes, as well as the existing neighborhood.

Based on Mr. Milewski's observations, at the meeting I requested an explanation from both Habitat and the City regarding why **NEITHER THE MAJOR SAFETY ISSUE NOR THE QUIET ZONE ISSUE** were raised during an entire year of prior discussions. **I have not yet received any explanation**. If these two critical concerns were missed, what other issues might have been overlooked?

Our Personal Conclusions: This project should not be approved until a revised traffic plan addressing the ICC's safety concerns and evaluating the impact on overall traffic patterns is presented, reviewed by the City, and shared with neighborhood residents. Furthermore, approval of this project must include a commitment from both the ICC and the City of Highland Park to designate this crossing as a quiet zone.

Finally, in addition to these new concerns raised by the letter from the ICC, there are still unresolved issues regarding zoning, density, traffic flow, power lines, pest control, the Devonshire crossing, drainage, fencing, and access and exit points. Speaking for ourselves, if our elected representatives on this City Council do not demand **meaningful compromises** from Habitat on these issues, then we would prefer an industrial development that requires **NO VARIANCES** and **NO ZONING RELIEF** rather than this overly dense, inappropriate, and unsuitable townhome development, by a developer that has refused to hold open meetings with the surrounding community.

Burhop, Karl

From: KEN TATZ <>
Sent: Friday, October 31, 2025 1:35 PM
To: Art Lurie
Cc: Neukirch, Ghida; Sandra Lurie; Rotering, Nancy; Burhop, Karl; Blumberg, Tony; Meckler Bruckman, Barisa; Center, Jon; Lidawer, Annette; Ross, Yumi; Tapia, Andres
Subject: Re: Emergency entrance at Devonshire Court on Ridge

Follow Up Flag: Follow up
Flag Status: Completed

[EXTERNAL EMAIL]

To add insult to injury,
Habitat group has referred to this crosswalk as one of the Community Benefits!

Sent from my iPhone

On Oct 31, 2025, at 11:01 AM, Art Lurie <> wrote:

10/31/25
Hi Ghida,
Thank you for your response and looking into the matter with good resolve regarding the Emergence
entrance.
CROSSING AT DEVONSHIRE
There seems to still be some confusion as to where the SW Highland Park
residents feel about a potential crossing at Devonshire and Ridge.
Please be CLEAR, NO CROSSING !!!!!
It is my understand that when Habitat originally entered their plans, there was
NO CROSSING on those plans.
Only after the Park District, And we would like to know WHO there suggested the crossing,

did it appear on their plans ?
Living on that corner for 46 years WE have seen everything, Speeding going north and south
on Ridge, back ups , by cars and buses, bicyclists not obeying stop signs. Cars passing others in the opposite lanes.
Yesterday afternoon I noticed an engineer taking measurements along this corner and actually walking
through the trees and shrubs exactly where the crosswalk is proposed. I assume all of the 30 feet of those
shrubs would have to come down , otherwise how could the children wanting to cross in the proposed
crosswalk could see ANY cars coming from both directions , and how could ANY speeding cars see
the children trying to cross the street!!
I was at the meeting last night and witnessed a number of exemptions being added to the agreement.
WE from the SW Highland Park residents , demand that ANY crosswalk be removed from any location
on Ridge Road and Devonshire and also the South border connecting Grove Street.
I'm Sure Habitat would also welcome that ,because it would save them Money!

ANOTHER CONCERN
For the past 45 years I work directly across the tracks on Old Skokie Road.
From all the meetings , I have NOT heard anything about controlling construction dust,
mice and other animal control , EPA , etc. We all know that 90% of the time , the wind blows
from West to East, thus all of the construction mess will be blown directly on US.
What can be done?

Thank you,
Art Lurie

On Thu, Oct 30, 2025 at 8:26 PM Neukirch, Ghida <gneukirch@cityhpil.com> wrote:

From: Sandra Lurie <>
Sent: Thursday, October 30, 2025 1:04 PM
To: Rotering, Nancy <nrotering@cityhpil.com>; Neukirch, Ghida <gneukirch@cityhpil.com>; Burhop, Karl <kburhop@cityhpil.com>; Blumberg, Tony <ablumberg@cityhpil.com>; Meckler Bruckman, Barisa <bbruckman@cityhpil.com>; Center, Jon <jcenter@cityhpil.com>; Lidawer, Annette <alidawer@cityhpil.com>; Ross, Yumi <yross@cityhpil.com>; Tapia, Andres <atapia@cityhpil.com> **Cc:** Art Lurie <>
Subject: Emergency entrance at Devonshire Court on Ridge

[EXTERNAL EMAIL]

Mayor Rotering, Karl, Ghida, City Council members,

It's just come to our attention, after re-looking at the site plan, we see written on the plan " Potential future emergency access" on Ridge Rd at Devonshire ct.
We are totally opposed to this at this strange spot and we're mystified as to the need for it. There are two planned access points into this development; what would be the need for that? It makes no sense. Chantilly development has one way and out of that; Solo development already has two.

Why would you put an emergency access right on a busy street across from homes, when you already have two other access points that are easier to reach. The police station is directly across from the main access, and the fire department coming from the east would have to go all the way around to access that spot.

It's bad enough that you want to allow the entire planned development to march down Devonshire Court.

Please eliminate this additional intrusion into our neighborhood.

This is to say nothing of the trees and plantings that would have to be removed to accommodate this. Additionally, how would you prevent other people from accessing that point?

It seems that the city keeps introducing features that further intrude into the neighborhood and put pressure on small streets and areas, things that degrade our Neighborhood and property values.

Regards,

Sandy and Art Lurie

Sent from my iPhone

--

Art Lurie
Vice President
Total Promotions, Inc.
1340 Old Skokie Road
Highland Park, IL 60035

www.totalpromote.com





-----Original Message-----
From: Lisa Radin <>
Sent: Friday, October 31, 2025 11:55 AM
To: Neukirch, Ghida <gneukirch@cityhpil.com>
Cc: Mike Tarnoff <>; Sandy Lurie <>; Kenneth Tatz
<>
Subject: Access Road

[EXTERNAL EMAIL]

When I hear from Habitat “Solo used the access road, they never had an accident, it should be fine. I honestly become outraged as in marketing huge assumptions are never true.

Habitat is making a huge assumption based on a different time. I started using Twitter in 2008 and was viewed by friends as being a loner re social media. But I only did at my laptop.

Distracted driving is on the rise. Just looked up the following:

* CarPlay was introduced in 2014
* iPhone US distribution in 2009
* Looked at “Distracted Driving “ on Wikipedia
  - 50% of drivers are distracted in their cars while sending messages
  - older ages use phones in cars less but this development is targeting younger
- 60% use their phones while driving

No KLOA study measures Distracted Driving

When the trucking depot folks were pitching they said Solo had access to a special RR track to load and unload. Is it safe to assume Solo knew train schedules and worked w RR re trucks leaving access road? Idk

Were trucks driving distracted? No. Because no / low iPhones or CarPlay when Solo was in business.

Were Solo truck drivers employed by Solo? Idk but probably If yes they were trained drivers.

Given distracted driving the access road is an accident waiting to happen.

Waiting until 90% completion to determine access road viability is absurd.

I think we all need to be under the assumption that only 1 entrance/exit near the police station is it.

I left the Council meeting early. Big discussion on zoning. To be honest if city votes on 227 units and only 1 viable entrance:exit - is that smart thinking? Please think about that.

Lisa
Lisa Radin
Strategist

From: Sandra Lurie <>
Sent: Thursday, October 30, 2025 1:04 PM
To: Rotering, Nancy <nrotering@cityhpil.com>; Neukirch, Ghida <gneukirch@cityhpil.com>; Burhop, Karl <kburhop@cityhpil.com>; Blumberg, Tony <ablumberg@cityhpil.com>; Meckler Bruckman, Barisa <bbruckman@cityhpil.com>; Center, Jon <jcenter@cityhpil.com>; Lidawer, Annette <alidawer@cityhpil.com>; Ross, Yumi <yross@cityhpil.com>; Tapia, Andres <atapia@cityhpil.com>
Cc: Art Lurie <>
Subject: Emergency entrance at Devonshire Court on Ridge

[EXTERNAL EMAIL]

Mayor Rotering, Karl, Ghida, City Council members,

It's just come to our attention, after re-looking at the site plan, we see written on the plan " Potential future emergency access" on Ridge Rd at Devonshire ct.
We are totally opposed to this at this strange spot and we're mystified as to the need for it.
There are two planned access points into this development; what would be the need for that? It makes no sense. Chantilly development has one way and out of that; Solo development already has two.

Why would you put an emergency access right on a busy street across from homes, when you already have two other access points that are easier to reach. The police station is directly across from the main access, and the fire department coming from the east would have to go all the way around to access that spot.
It's bad enough that you want to allow the entire planned development to march down Devonshire Court. Please eliminate this additional intrusion into our neighborhood.

This is to say nothing of the trees and plantings that would have to be removed to accommodate this. Additionally, how would you prevent other people from accessing that point?

It seems that the city keeps introducing features that further intrude into the neighborhood and put pressure on small streets and areas, things that degrade our Neighborhood and property values.

Regards,

Sandy and Art Lurie

Sent from my iPhone

Sandy & Art Lurie
1016 devonshire ct., highland park, il 60035

11/5/2025

Mayor Nancy R. Rotering
Highland Park City Council
Highland Park City Manager
Park District of Highland Park
Engineering Dept. of Highland Park

Re: Solo Cup Development
Devonshire Court/Ridge proposed crosswalk

The City of Highland park is creating an **irresponsible danger** on Ridge Road at Devonshire Court that does not exist at this time. This was not created by the developer, Habitat, but by the City and the Park District of Highland Park.
The neighbors who live on Devonshire and on Ridge, **COMPLETELY** understand the behavior of the **Daily** traffic that drives South and North on Ridge; and East and West on Devonshire . We experience it on a daily basis. This is not a time of day issue, it is an all day and night issue. Again, we feel unheard and unlistened to, the people who actually live in the neighborhood.

All of the measuring and data modeling by the engineering department of Highland park will not change this. The roadway curves just south of the development and the site lines are not clear until you're almost upon Devonshire Court. We have forwarded photos to confirm this.

You cannot paint stripes on a street and declare it a public benefit. The developer Habitat did not seek this, and in conversation with them **Habitat would gladly eliminate this path extension.**

Referencing the letter of September 5, 2025, to Karl Burhop and Joel Fontane, from the Park District of Highland Park, Brian Romes, Executive Director , and staff, **significantly ignored** **Mooney Park**, also within their 1/4 mile parameter, a much larger 6 Acre park , with far better amenities.

- Walking Paths
- Restrooms
- Playground 2-12 year old
- Basketball
- Baseball

More importantly There is already an existing SAFE ROUTE to get to Mooney Park with stop signs and stoplights.

Additionally, that letter was sent with NO INPUT rom the community whatsoever as to the appropriateness of this path out of the development, and the dangerous path out of it.

The developer is providing two playgrounds within the development, further negating the necessity of this dangerous path across Ridge.

One could argue this is a benefit only to the development; and at the same time argue that this is a danger to the children in the development, to invite people to cross a street in the middle of a long road where traffic speeds up at that point and cars passing, with poor site lines traveling south.
Additionally your are adding pressure to one specific street, an added intrusion.

There is a **clear safe path to Ridge Road** at the **main entry / exit** of this development on Old Deerfield Road. To **create a dangerous path** to cross at Ridge at Devonshire is **negligent** on the part of the City of Highland park.
It also occurs to us that the danger of this crosswalk creates a liability for Habitat and the City, should anything happen to someone crossing there and getting hurt.

We **implore** the City to direct the developer to eliminate the trail out of the development at that **Random** point on Ridge.

Thank you,

Sandy and Art Lurie
Devonshire Court and Ridge neighbors
Petition to follow

David Rotholz & Kathy Paddor-Rotholz
336 Ridge Road
Highland Park, IL 60035

October 30, 2025

Karl Burhop, Senior Planner
Department of Community Development, Planning Division
1150 Half Day Road
Highland Park, Illinois 60035

via email: kburhop@cityhpil.com

Re: Public Comment for Solo Cup Property Special Meeting – October 30, 2025

Dear Karl,

We appreciate the opportunity to submit the following comments for consideration by the Planning Division and the City Council during the Special Meeting scheduled for Thursday, October 30, 2025.

We have been residents of Highland Park's Woodridge Park neighborhood since 1987. Over the years, our community has welcomed many new young families and remains a close-knit, walkable, and family-friendly area. Those of us who live along Ridge Road and adjacent streets have worked diligently to preserve the current traffic restrictions at Ridge Road and Lake Cook Road, which have long served to protect neighborhood safety and character.

The existing restrictions—prohibiting left turns from eastbound Lake Cook Road onto Ridge Road and right turns from southbound Ridge Road onto Lake Cook Road during school hours—remain just as necessary today as when first adopted. They help safeguard children walking or bicycling to Red Oak School and students using Ridge Road to reach bus stops for Highland Park High School. These measures have become integral to the fabric of daily life in our community.

With the City Council's anticipated approval of the Preliminary Development Plan, Preliminary Plat of Subdivision, and Zoning Map Amendment for 1660-1700 Old Deerfield Road (the Solo Cup site), proposed by The Habitat Company for 227 dwelling units, maintaining these restrictions is more essential than ever. The addition of hundreds of new residents will inevitably increase traffic volume and turning pressure on surrounding streets, including Ridge Road.

Over the decades, these restrictions have occasionally been challenged, yet each time the community has successfully demonstrated their necessity. We respectfully request that the City Council now take the important step of making these restrictions permanent, thereby ensuring that future traffic increases resulting from new development cannot erode the safety protections our neighborhood depends on.

The modest inconvenience of a brief detour is a small price to pay for the safety, tranquility, and sense of community that define Highland Park. These values have guided our neighborhood for nearly four decades, and we hope they will continue to shape thoughtful policy decisions for generations to come.

With appreciation for your consideration and continued leadership,

Sincerely,
David Rotholz, Kathy Paddor- Rotholz

Burhop, Karl

Subject: FW: In Support of the Solo Cup Project

From: Bennett Lasko < >
Sent: Thursday, October 30, 2025 11:31 AM
To: Neukirch, Ghida <gneukirch@cityhpil.com>; Mayor and City Council <council@cityhpil.com>
Subject: In Support of the Solo Cup Project

[EXTERNAL EMAIL]

Dear City Manager Neukirch, Mayor Rotering, and Members of the City Council,

I write to express my support for the proposed development at the former Solo Cup site scheduled to be considered by the City Council this evening. It is imperative for us, as a community, to build more housing. We live in the midst of a housing shortage - locally, regionally, and nationally. Highland Park alone cannot solve that problem, but we must do our part to add to the supply. The Solo Cup site presents a rare opportunity to add more than two hundred units of new housing. From everything I can see, the site is optimal for the kind of housing development that is being proposed. This is also a wonderful opportunity to welcome a meaningful number of new families to our community, with all the vitality that brings.

I have not studied the project closely enough to say that all the details have been worked out just right. But I know that a great deal of work has gone into this plan, from many different angles including extensive community input and detailed reviews by the City and the Plan and Design Commission. Many adjustments have been made along the way and the proposal has been much improved by the process. I am confident it is a good plan and that the broad outlines are correct. There undoubtedly will be hiccups, but you, the City, and we, the community, will figure them out and make it work.

I appreciate all of your work on behalf of our community, on this project as well as so many other matters.

Bennett Lasko

Michael Laxner
1967 Cavell Ave
Highland park, Il 60035

City Council
1707 St. Johns Ave
Highland Park, Il 60035

To the Mayor and Councilmembers,

The residents of the surrounding neighborhood adjacent to the proposed Habitat townhouse development have spoken out in the public hearings about 3 main themes, Traffic, Density, and Rezoning.

Over 6 public hearings in the PDC, and 1 in front of the City Council, they have fought hard to have their concerns addressed. Their traffic concerns resulted in no significant changes, only a future traffic study consideration, most likely after the street improvements are well under way. There was some give on density by the developer but nowhere to the level the public felt was appropriate to mitigate traffic and provide a more compatible character to their existing single-family neighborhood.

At every meeting and in written testimony many people spoke on the need to rezone this development to R7 only (a single family zoning district), with an allowance for the 10 ft Light Industrial strip (reduced to 5 ft) along the adjacent Light Industrial properties. Many individuals felt the currently proposed combined RM1 and R7 zoning left to much room for future development. Thus the current iteration of the Habitat townhouse development is unsatisfactory to many people in the community and particularly to the adjacent homeowners, with over 50% having signed a petition to deny the rezoning.

What can be done at this time?

How to look to the future and align the Habitat development to the adjoining neighborhood and the Master Plan.

By rezoning the entire 28.37 acres (not including the Light Industrial strip) of the Habitat development property to R7 provides similar zoning charactistics compared to the surrounding single family zoning districts. Reducing the split zoning by removing the RM1 component and rezoning to entire site to R7 would allow a more suitable and compatible alignment of the development density with the surrounding single-family neighborhood zoning districts.

The currently proposed number of townhouse dwelling units with bonus units could be done under R7 zoning only (see calculation and comments on Pgs. 6-7) . The rezoning to R7 only would also act as a cap on future development as there is untapped density within the currently proposed RM1 zoning district that would allow up to 375 dwelling units with bonuses.

Michael Laxner
1967 Cavell Ave
Highland park, Il 60035

With the rezoning to only R7 for the development site, being strictly a single-family residential development, it could then be removed in the future from the Briergate District sub-area, since it is no longer a Light Industrial property and has no commercial land uses, and placed in the Southwest Neighborhood District during the Master Planning process.

The lack of commercial mixed-use for the Habitat development and the construction of only single-family attached townhouses makes this proposed Master Plan realignment a sound planning outcome. It provides the neighborhood with some continuity and connectivity with the development and it signifies a sense of inclusiveness that reduces the development's island enclave effect, and provides the neighborhood with a level of protection from future development. By removing the RM1 zoning designation also reduces the sense of separation from the surrounding neighborhood.

The neighborhood would consider this a good outcome as it would preserve the single-family nature and character of their neighborhood without worrying about future multi-family development under RM1. The city council can provide whatever variances would be needed to rezone the development to R7 only.

ICC Comments

The Illinois Commerce Commission's response, to Director Fontane's inquiry pertaining to the traffic near the access stem and it's proximity to the train tracks, raises some concerns. The ICC response suggests limiting traffic down the stem along the train tracks. This would require the traffic study to be redone to take this recommendation into account.

If any restrictions on construction traffic (construction traffic may need to be re-routed from Richfield Rd to the access stem) may result in more resident traffic out the main access. Combined with any future potential development of the ToysRus and Petco properties under B4-BG zoning, Old Deerfield Rd may become further congested. This scenario should be included in the council's deliberations in order to not make the traffic situation any worse.

There is a code regulation regarding streets or roads that run parallel to a railroad right of way (see the code regulation on pg. 6). If it applies to this development, the developer will need another variance, which are numerous already, and make the public benefits seem insignificant.

Sidewalk and Utility Code Requirements

There are regulations (see pgs. 3-5) pertaining to the requirements to provide sidewalks along adjacent streets and the burial of utility lines along the adjacent right-of-way. The question in my mind based on these regulations is whether a variance should be granted for either without consideration of having the developer comply with the regulations or providing a payment in lieu if a variance is granted.

Michael Laxner
1967 Cavell Ave
Highland park, Il 60035

Staff has mentioned in their reports that because there is a sidewalk on the west side of Ridge Rd the variance asked for under Sec. 151.008 may be granted. However, the fact that a sidewalk exists on the west side of Ridge Rd doesn't relieve compliance with the code which stipulates both sides of the street ***shall*** be provided with a sidewalk by the developer.

A variance or payment in lieu may be considered for minor arterial or minor streets but not for a major arterial street. I believe Ridge Rd falls under the major arterial street definition (see pg. 5) and a sidewalk on the east side should be provided. Old Deerfield Rd would be considered a minor street based on the definition provided in the regulation and the sidewalk requirement could be waived on that street.

I don't believe the woodland path is a sufficient substitute monetarily for the required sidewalk. If the council is still inclined to provide a variance to Sec.151.008(1) it should require at a minimum a payment in lieu for not providing the sidewalk.

The variance or waiver for allowing the developer to not bury the utility lines along the adjacent right-of-way along Ridge Rd and Old Deerfield Rd should be further scrutinized. The Code (see pg. 4) has clearly defined examples when non-burial is allowed. I don't believe any of them apply to the requested waiver or variance. Again, if the city council is prepared to allow a variance or waiver to Sec.151.008(7) it should at least require the payment in lieu into the Utility Line Fund.

Thanks for considering these comments,
Michael Laxner
1967 Cavell Ave

Provided Code Regulations

Chapter 151 - SUBDIVISION REGULATIONS

Sec. 151.010. - Definitions.

Bonded Improvements. Privately owned improvements (e.g., retention ponds and other improvements which the City Engineer determines are nevertheless necessary for the public good and all public improvements.

Sec. 151.008. - Installation Requirements and Construction Methods — Bonded Improvements.

Michael Laxner
1967 Cavell Ave
Highland park, Il 60035

(A) *Plans and Specifications To Be Approved.* All plans and specifications for the improvements required by this Chapter shall be approved by the City, if at all, before construction of such improvements commences.
(B) *All Construction To Be Approved.* It shall be unlawful to install and/or construct any bonded improvement in a manner inconsistent with applicable regulations of the Municipal Code, including but not limited to the following:

(1) *Sidewalks.* In conformity with the provisions of Chapter 93 ("Streets and Sidewalks") of this Municipal Code, concrete sidewalks shall be installed on both sides of every street including the existing street adjacent to the and abutting the subdivision. However, when the Plan Commission has recommended approval of an application for subdivision in a residential zoning district, and where no conflict with the Master Plan exists (**Question- does it conflict with Greenways or Bike-Walk Policy**), the installation of sidewalks on only one side of minor arterial and minor streets (instead of on both sides thereof) may be permitted by the City Council, or payment in lieu of installation of sidewalks may be accepted by the City Council to be used by the City to construct sidewalks or other pathways servicing the site.

(7) *Burial of Utility Lines.*

(a) Except as otherwise provided, all utility distribution lines for telephone, gas, electric, telecommunications, internet, or cable television services (collectively referred to in this Section as "Utility Lines") to be newly installed, or to be reinstalled from existing overhead facilities, shall be placed underground within easements or dedicated public rights-of-way. Specifically, and without limitation of the foregoing, all overhead Utility Lines located on property that is the subject of an application for subdivision approval pursuant to this Subdivision Code, or on a public right-of-way adjacent to such property, shall, as a condition of such subdivision approval, be placed underground within a dedicated easement or a public right-of-way. No Utility Lines shall be constructed within a storm or sanitary sewer easement, except for crossings, without the advance written approval of the City Engineer.

The City Engineer or the Mayor and City Council may, upon receipt of a written request therefore, waive the burial requirement only in, and with respect to, the following circumstances:

(i) Electric distribution transformers, switchgear, meter pedestals, and telephone pedestals, in accordance with accepted utility practices for underground distribution.
(ii) Temporary overhead Utility Lines used in connection with construction, but only during periods of construction.
(iii) Service connections, meters, and similar equipment normally attached to the outside wall of the premises that they serve.

(c) The underground installation of utility lines may also be waived by the Mayor and the City Council upon payment by the developer or owner of a fee in lieu of such installation. The fee amount shall be deposited in a Utility Line Fund to be used for the burial or relocation of overhead Utility Lines at such locations throughout the City as the Mayor and City Council shall direct from time to time. There shall be no time limit for the expenditure of such funds, and no rebate or return of funds to the party making the payment shall be allowed.

Chapter 93 - STREETS AND SIDEWALKS

ARTICLE I. - STREET IMPROVEMENTS

Michael Laxner
1967 Cavell Ave
Highland park, Il 60035

Sec. 93.001. - Short title; definitions.

(A) **This Chapter shall be known and cited as "The Highland Park Street and Improvement Ordinance of 1955."**

(B) **For the purpose of this Chapter, the following terms shall have the meaning given herein:**

Alley shall mean a public or private way or easement used or that will be used primarily for vehicular access to the back or the side of property otherwise abutting on a street, but shall not include a driveway.

Arterial street shall mean a proposed or existing street that provides or that will provide for traffic with a high degree of continuity.

(a) A "**major arterial street**" shall mean an arterial street that provides or that will provide for fast or heavy traffic of considerable continuity and that is or that will be used primarily as a traffic artery for inter-communication between large areas in and near the City; and shall include those streets designated or that may be designated arterial streets by the State of Illinois and those streets shown or that may be shown as major streets on the major street plan.

(b) A "**minor arterial street**" shall mean an arterial street that carries or that will carry traffic from minor streets to arterial streets; and shall include the principal entrance streets of a subdivision or similar development and the primary circulating streets therein.

Major street plan shall mean the major street plan of the official City plan of the City of Highland Park as the same may be amended and adopted from time to time.

Minor street shall mean a street in a residential area used or that will be used primarily for access to abutting residential properties.

Official Highland Park standards shall mean those standards of installation, construction, and design on file for public inspection in the office of the City Engineer, as the same may be approved and adopted from time to time by the City Council of Highland Park, Illinois.

Official use district map shall mean the official use district map of the Highland Park Zoning Ordinance of 1947, as amended, and as the same may be amended from time to time.

Sidewalk ordinance shall mean an ordinance of the City of Highland Park, Illinois, entitled "An Ordinance Providing Standards for and Manner of the Construction, Repair and Rehabilitation of Sidewalks in the City of Highland Park", as the same may be amended from time to time. (See Section 93.100 to 93.145)

Street shall mean the entire right-of-way or width between property lines of every road, way, thoroughfare, easement, or place, public or private, that is or that may be open to the use of the public for the primary purpose of vehicular traffic, but shall not include an alley.

(Ord. 834, J. 4, p. 834, passed 9/6/55)

Cross reference— Zoning Code, see Ch. 150; Pavements, see Sec. 151.140.

Sec. 151.004. - Minimum Design Standards.

Michael Laxner
1967 Cavell Ave
Highland park, Il 60035

Every subdivision plat shall comply with the terms and conditions of the Zoning Ordinance and with the Master Plan. In addition, the plat shall meet the minimum design standards outlined below.

(B) Streets and Alleys and Pedestrian Ways. The plat of the proposed subdivision shall provide for dedication of the necessary land for public streets and alleys proposed by the plat or projected by the Master Plan. Where streets and alleys abut a subdivision and are indicated by the Master Plan to be widened, land shall be dedicated to provide one-half the required right-of-way width as measured from the required centerline of such street or alley.

(2) Street relationships, connections, and dead-end streets (cul-de-sacs).

(e) Streets along railroads. The nearest right-of-way line of streets platted more or less parallel to railroad rights-of-way shall be located not less than 125 feet from the nearest line of such railroad right-of-way.

Zoning Metrics

SECOND AMENDED (current) 1700 Old Deerfield Rd. Calculation of Affordable Units Requirements		Calc.	Row Name
Proposed Units before Mrkt Rate Unit Bonus	176	Given	A
On-Site Affordable units (included in base Above)	34	A+D	B
Market Rate Unit Bonus	51	Given	C
Total Units (Mrkt & Affordable w Mrkt Rate Bonus)	227	C*1.5	D
Proportion of Units Required to be Affordable	20%	Code	E
Total Affordable Housing Units Required	35.2	A*E	H
Units by Cash Payment In-Lieu	1.2	F-C	I
Total Cash Payment In-Lieu	$222,480	G* $125K	J
Effective Rate of Affordable Units	15.5%	F/B	F
Proportion of Total Units that are Affordable	15.0%	C/B	G

Current: The amended changes are highlighted in the inclusionary calculator table immediately above. The numbers highlighted in green remain the same from the final approval and the numbers highlighted in yellow have changed from the final plan approval. Staff considers these changes as minimal.

The current RM1 and R7 zoning area equals 28.37 acres.

28.37 acres times 43560 sq ft/acre=1,235,792.2 sq ft

1,235,792.2 sq ft/7,000 sq ft per dwelling unit for R7 zoning=**176.54 dwelling units allowed.**

Michael Laxner
1967 Cavell Ave
Highland park, Il 60035

Therefore the 176 base dwelling market rate units proposed meets the R7 zoning requirements and with the included 51 bonus rate units brings the total to 227 allowed units as proposed for the development.

The Staff report in the Council agenda packet on page 8 states, “The Applicant proposed an RM-1 District to achieve the 227 units proposed, which is estimated to be greater than what would be allowed if the entire 28.6 ac. property were zoned R7.” However, the calculation on the previous page shows that R7 can support the already proposed 176 number of base dwellings units and with the 51 bonus inclusionary units reach the 227 unit total as proposed. Therefore I disagree with the Staff analysis which is provided below.

Overall, the proposed rezoning to RM-1 and R7 represents a significant down-zoning from the rights provided by the property’s current I - Light Industrial zoning designation, but provides the right to develop residential uses, which are not allowed in Light Industrial Districts. The Applicant proposed an RM-1 District to achieve the 227 units proposed, which is estimated to be greater than what would be allowed if the entire 28.6 ac. property were zoned R7. Regardless, given concerns about the open space and density, the attached Resolution requires a conservation easement for 9.11 ac., and limits use of the property to 227 Single-Family Attached (Townhouse) units and related accessory structures, all of which further limits what would otherwise be allowed in the RM-1 Zoning Districts. Moreover, the City maintains its existing covenant along Ridge Rd., with exceptions to allow for a tot lot, walking path etc.

Burhop, Karl

Subject: FW: Emergency entrance at Devonshire Court on Ridge

From: Sandra Lurie < >
Sent: Thursday, October 30, 2025 1:04 PM
To: Rotering, Nancy <nrotering@cityhpil.com>; Neukirch, Ghida <gneukirch@cityhpil.com>; Burhop, Karl <kburhop@cityhpil.com>; Blumberg, Tony <ablumberg@cityhpil.com>; Meckler Bruckman, Barisa <bbruckman@cityhpil.com>; Center, Jon <jcenter@cityhpil.com>; Lidawer, Annette <alidawer@cityhpil.com>; Ross, Yumi <yross@cityhpil.com>; Tapia, Andres <atapia@cityhpil.com>
Cc: Art Lurie
Subject: Emergency entrance at Devonshire Court on Ridge

[EXTERNAL EMAIL]

Mayor Rotering, Karl, Ghida, City Council members,

It's just come to our attention, after re-looking at the site plan, we see written on the plan " Potential future emergency access" on Ridge Rd at Devonshire ct.
We are totally opposed to this at this strange spot and we're mystified as to the need for it.
There are two planned access points into this development; what would be the need for that? It makes no sense. Chantilly development has one way and out of that; Solo development already has two.

Why would you put an emergency access right on a busy street across from homes, when you already have two other access points that are easier to reach. The police station is directly across from the main access, and the fire department coming from the east would have to go all the way around to access that spot.
It's bad enough that you want to allow the entire planned development to march down Devonshire Court. Please eliminate this additional intrusion into our neighborhood.

This is to say nothing of the trees and plantings that would have to be removed to accommodate this. Additionally, how would you prevent other people from accessing that point?

It seems that the city keeps introducing features that further intrude into the neighborhood and put pressure on small streets and areas, things that degrade our Neighborhood and property values.

Regards,

Sandy and Art Lurie

Sent from my iPhone

Sandy & Art Lurie
1016 devonshire ct., highland park, il 60035

10/28/2025

Mayor Nancy Rotering
Highland Park City Council
Highland Park, Illinois 60035
847.926.1000

Re: Proposed Devonshire Court / Ridge Crosswalk
4 attachments.

Dear Mayor Rotering, Highland Park City Council, Karl Burhop, Ghida Neukirch,

We have written to you previously regarding the pathway winding out of the development at Devonshire Court and a subsequent crosswalk to be installed at Devonshire and Ridge. This is something we **Strenuously** oppose due to safety concerns and access down one street and into our neighborhood. Who in the City Administration thought this was a good idea? Why aren't you listening to us?

1. **Public Benefit**

This has been "billed" as a Public Benefit. There is **NO benefit** to the neighborhood to have a walkway exiting onto Ridge Road at that juncture. By doing that you are endangering lives of children and others that will cross there. In speaking to Zach Zalar from Habitat , they would be happy to **not** have to extend that trail to Ridge; it saves them on cost.

2. **Sight Lines and Stoping Time**

We have spoken to Sam Hertel, Engineering Department and totally **disagree** with their assessment that there is enough time and distance for somebody to stop. That is not a spot where anybody expects to see somebody crossing . We are attaching, for your benefit, photos taken as you're driving down the street towards Devonshire so you can view what we see driving North on Ridge road. If you don't live here, you don't understand the traffic behavior and speed at which cars drive north on Ridge.
We ran 25 separate tests to see how many seconds you have driving North until Devonshire and Ridge **fully come into view.** Depending on speed it takes between 5 to 8 seconds, at which point you are upon that site and have to stop at a place not designed for stopping.
See 4 attached photos:

3. Playgrounds

Habitat has planned for two playgrounds in the development, which negate the necessity of crossing to get to Devonshire Park, the second smallest park in the Highland Park system. Mooney Park, which is a much larger park is equally accessible and safer to access with lights and stop signs. People wanting to walk down to Devonshire Park can exit the development at the main entrance and **Safely** cross Old Deerfield and Ridge The path you are proposing is a dangerous one. You are creating a danger where there was none before.
There will be children running across the crosswalk not paying attention to cars that cannot see them.

4. Neighborhood

You are changing the nature of one specific street, as the Park is the only destination and reason for somebody to cross Ridge at that site.
You are putting pressure at one specific spot to enter into and down Devonshire Court where you could conservatively figure 300 to 450 people accessing that crosswalk, at different times, heading down Devonshire. Please envision what that adds to traffic stops at a place **not built for accommodating crossing** . To put a three-way stop or a light of any type that you push to cross would create more havoc on Ridge Road and vastly change the nature of this neighborhood, to say nothing of the traffic problems created.

We Urge you to listen to the people who actually live here and abandon this **Dangerous** crosswalk at Devonshire Ct. and Ridge Road.

Kindest regards,
Sandy and Art Lurie
and our Neighbors on Devonshire Court

Burhop, Karl

Subject: FW: Solo, Devonshire and Ridge Crosswalk/ 5 attachments
Attachments: Solo cup, devridge crosswalk 102825 pdf.pdf

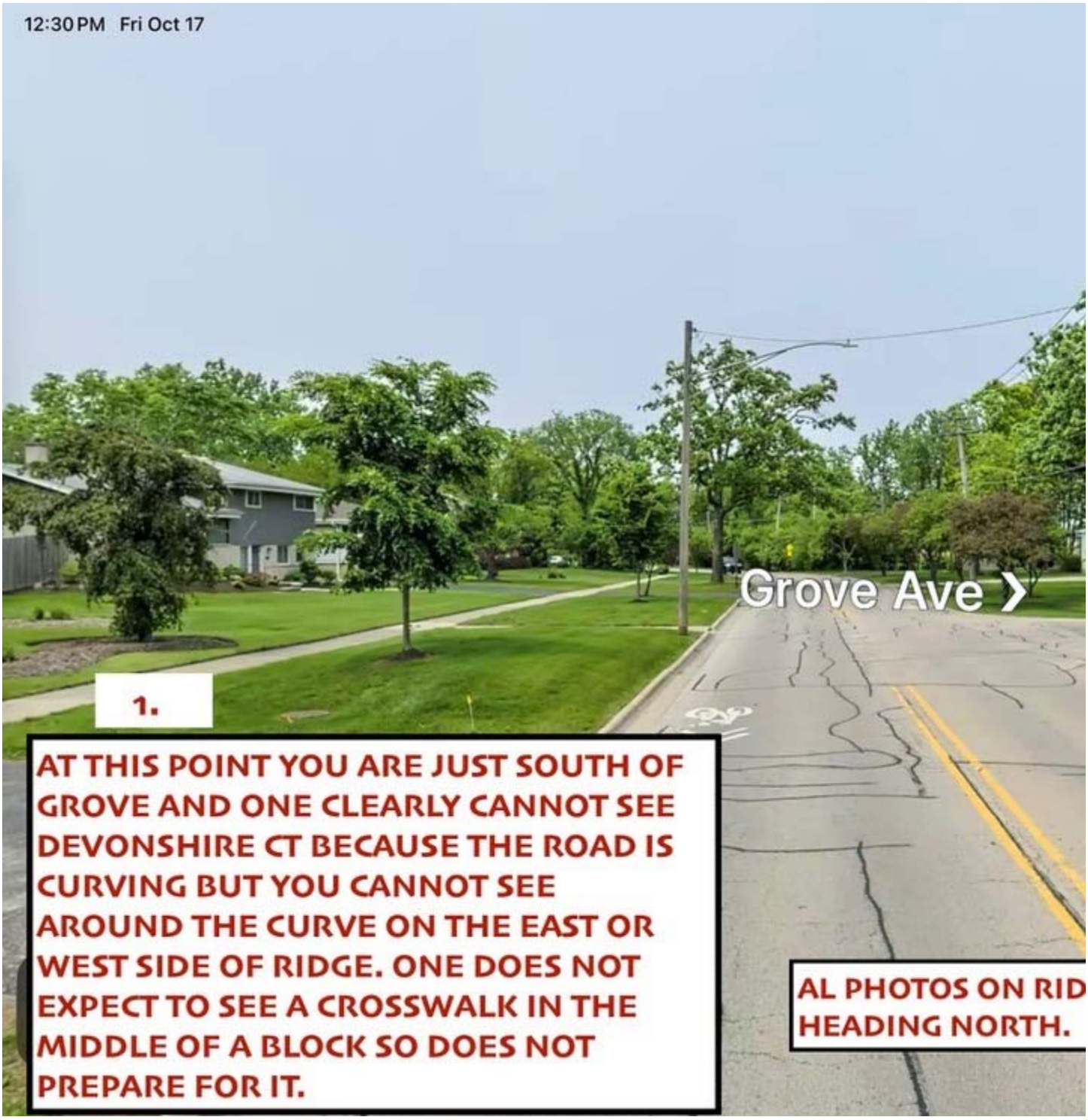
From: Sandra Lurie < >
Sent: Tuesday, October 28, 2025 3:56 PM
To: Rotering, Nancy <nrotering@cityhpil.com>; Burhop, Karl <kburhop@cityhpil.com>; Neukirch, Ghida <gneukirch@cityhpil.com>; Lidawer, Annette <alidawer@cityhpil.com>; Center, Jon <jcenter@cityhpil.com>; Meckler Bruckman, Barisa <bbruckman@cityhpil.com>; Blumberg, Tony <ablumberg@cityhpil.com>; Ross, Yumi <yross@cityhpil.com>; Tapia, Andres <atapia@cityhpil.com>
Cc:
Subject: Solo, Devonshire and Ridge Crosswalk/ 5 attachments

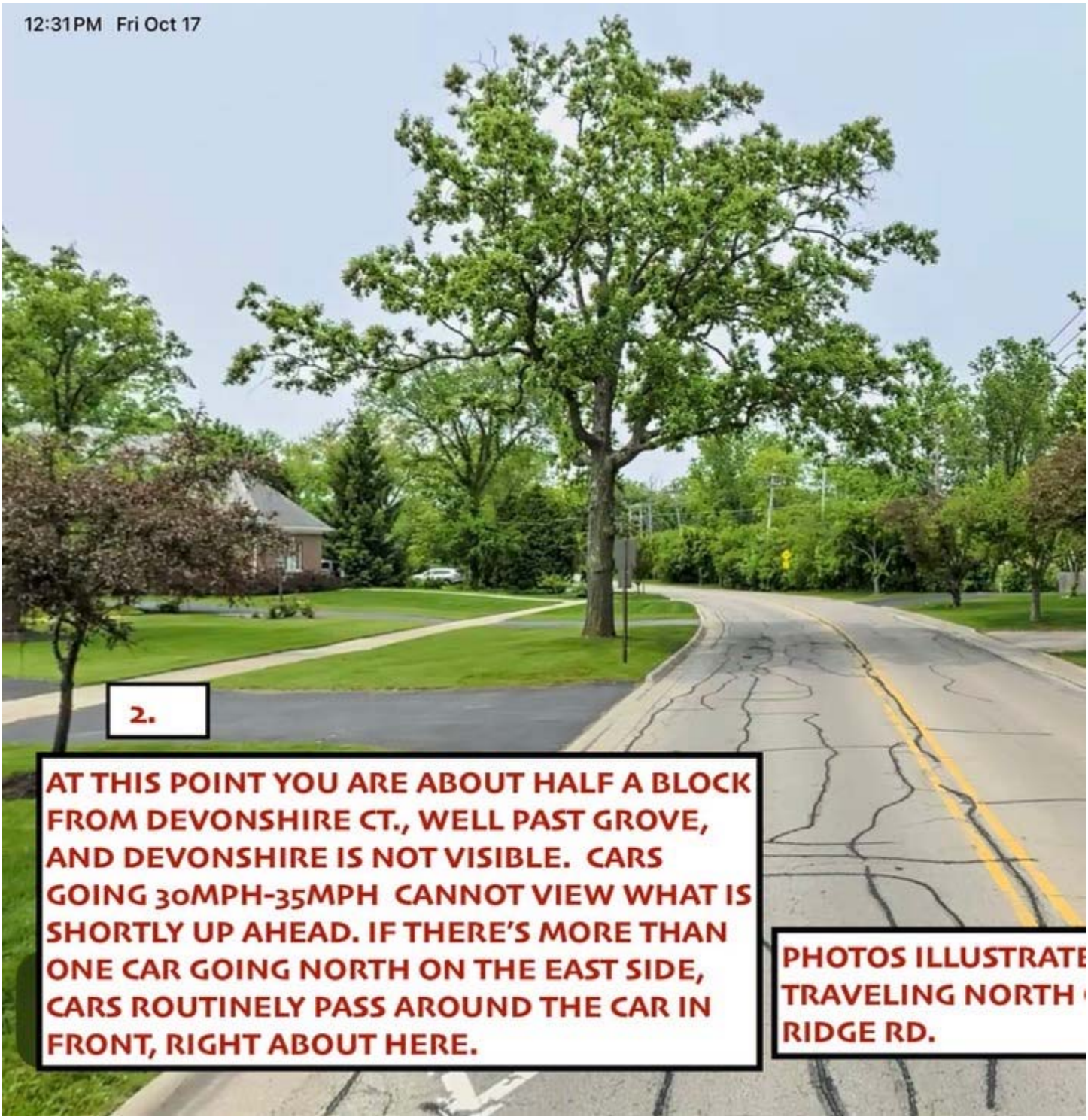
[EXTERNAL EMAIL]

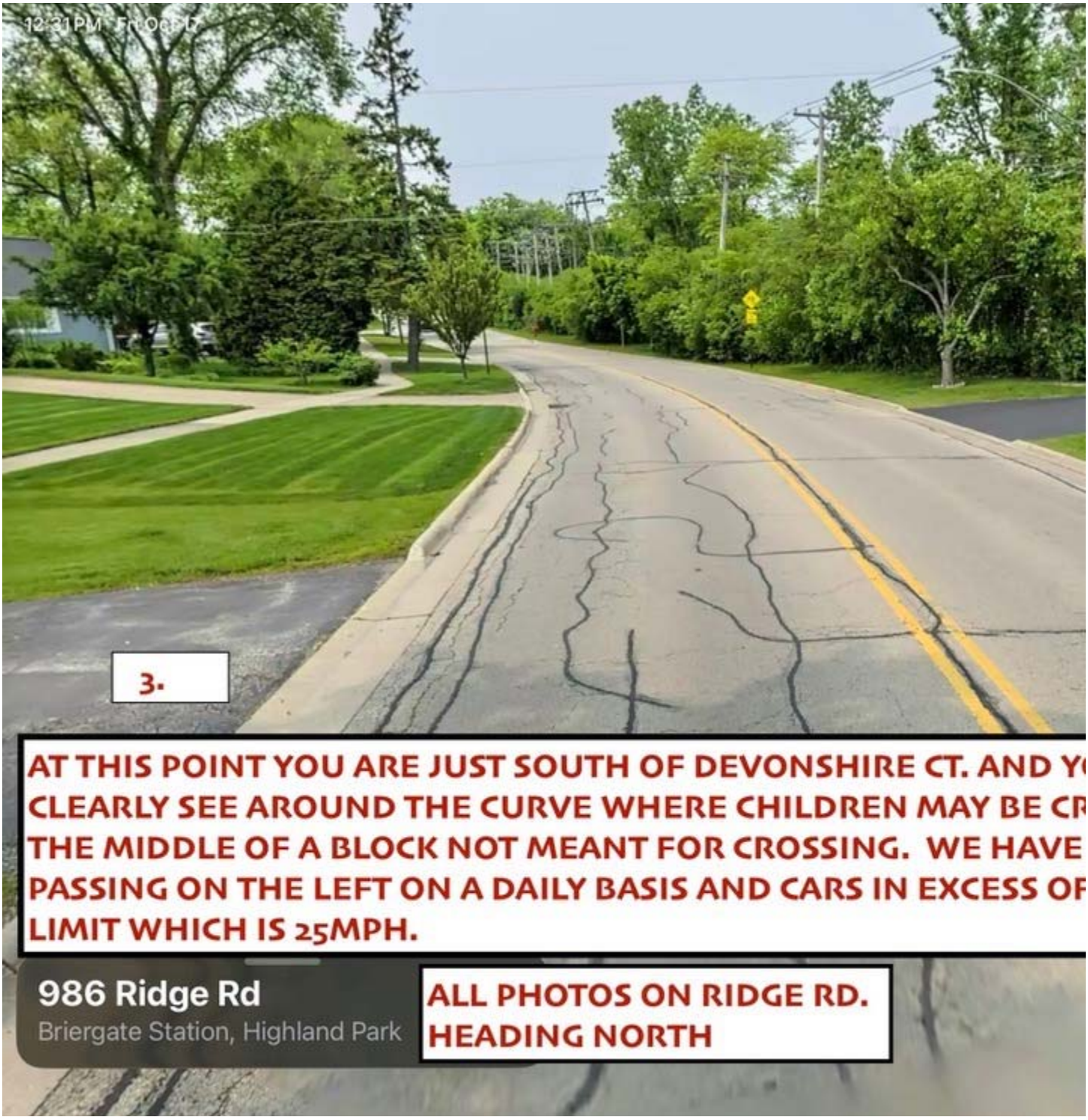
To Mayor Rotering and City Council, Planning division, City Manager,
Thank you for the opportunity to relay our concerns to you. We hope you will take these into full consideration.

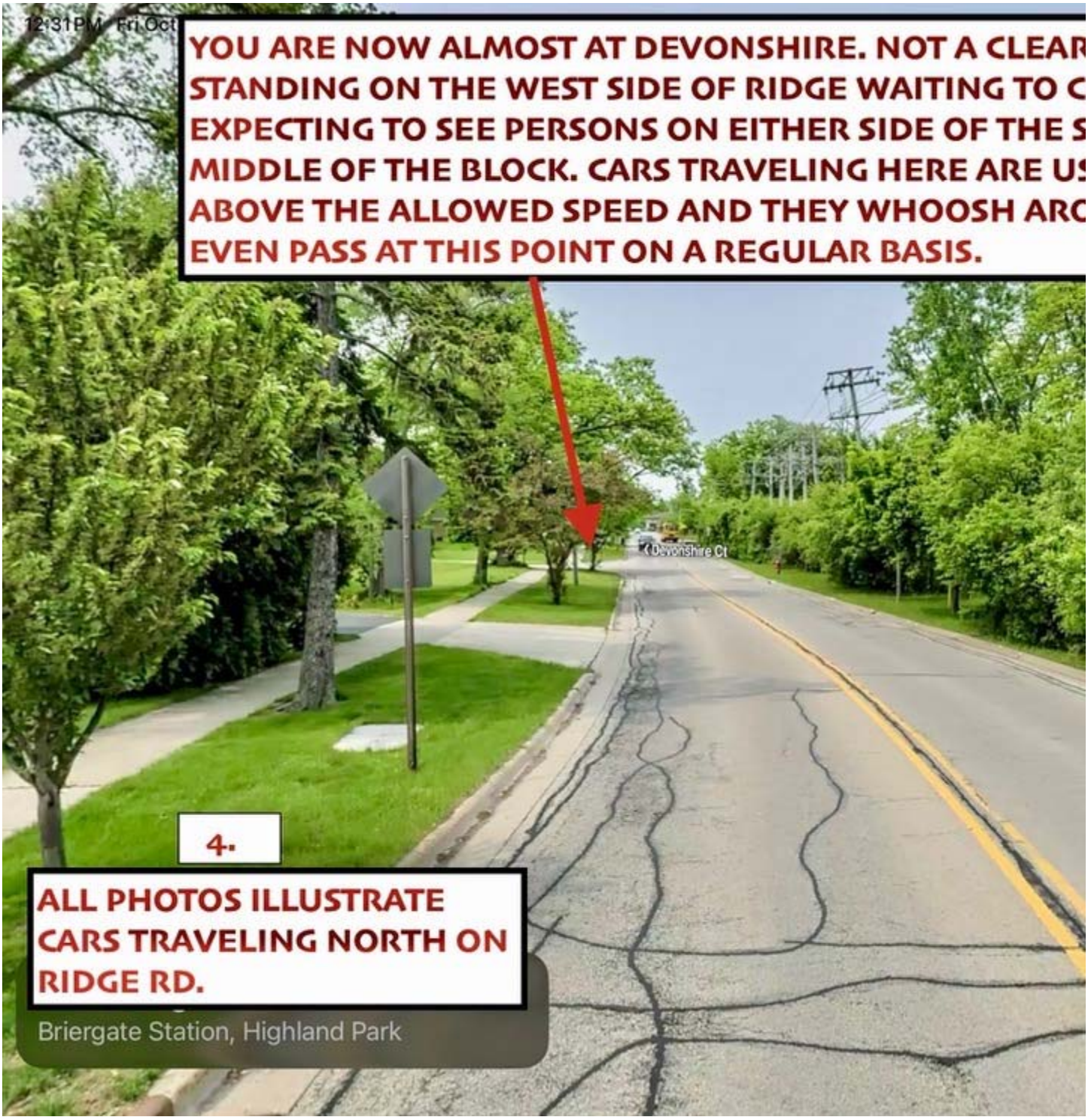
Kindest regards,

Sandy and Art Lurie


12:30 PM Fri Oct 17
Grove Ave
1.
AT THIS POINT YOU ARE JUST SOUTH OF GROVE AND ONE CLEARLY CANNOT SEE DEVONSHIRE CT BECAUSE THE ROAD IS CURVING BUT YOU CANNOT SEE AROUND THE CURVE ON THE EAST OR WEST SIDE OF RIDGE. ONE DOES NOT EXPECT TO SEE A CROSSWALK IN THE MIDDLE OF A BLOCK SO DOES NOT PREPARE FOR IT.
AL PHOTOS ON RID
HEADING NORTH.


12:31 PM Fri Oct 17
2.
AT THIS POINT YOU ARE ABOUT HALF A BLOCK FROM DEVONSHIRE CT., WELL PAST GROVE, AND DEVONSHIRE IS NOT VISIBLE. CARS GOING 30MPH-35MPH CANNOT VIEW WHAT IS SHORTLY UP AHEAD. IF THERE'S MORE THAN ONE CAR GOING NORTH ON THE EAST SIDE, CARS ROUTINELY PASS AROUND THE CAR IN FRONT, RIGHT ABOUT HERE.
PHOTOS ILLUSTRATE
TRAVELING NORTH
RIDGE RD.


12:31 PM
3.
AT THIS POINT YOU ARE JUST SOUTH OF DEVONSHIRE CT. AND Y
CLEARLY SEE AROUND THE CURVE WHERE CHILDREN MAY BE CR
THE MIDDLE OF A BLOCK NOT MEANT FOR CROSSING. WE HAVE
PASSING ON THE LEFT ON A DAILY BASIS AND CARS IN EXCESS OF
LIMIT WHICH IS 25MPH.
986 Ridge Rd
Briergate Station, Highland Park
ALL PHOTOS ON RIDGE RD.
HEADING NORTH


12:31PM Fri Oct
YOU ARE NOW ALMOST AT DEVONSHIRE. NOT A CLEAR
STANDING ON THE WEST SIDE OF RIDGE WAITING TO C
EXPECTING TO SEE PERSONS ON EITHER SIDE OF THE S
MIDDLE OF THE BLOCK. CARS TRAVELING HERE ARE US
ABOVE THE ALLOWED SPEED AND THEY WHOOSH ARO
EVEN PASS AT THIS POINT ON A REGULAR BASIS.
Devonshire Ct
4.
ALL PHOTOS ILLUSTRATE CARS TRAVELING NORTH ON RIDGE RD.
Briergate Station, Highland Park

Burhop, Karl

Subject: FW: Solo Cup

-----Original Message-----
From: RosenZisook < >
Sent: Wednesday, October 29, 2025 3:00 PM
To: Blumberg, Tony <ablumberg@cityhpil.com>
Subject: Solo Cup

[EXTERNAL EMAIL]

Hi Tony,
Haven't seen you in a while. Hope all is well.

You know we don't weigh-in often, but this is so important!

We urge you to support the proposal at tomorrow's meeting.

Adding over 200 homes, approximately 600 people, can do nothing but increase demand for stores, restaurants and services in Highland Park, which is good for all of us.

Providing new housing at a variety of prices, own & rent, is also extremely valuable to our heterogeneous community.

Additionally, we believe that housing is much more appropriate for the neighborhood than previous commercial proposals.

This huge parcel of land has been vacant for 18 years. Let's stop letting perfect be the enemy of good.

Amy Zisook & David Rosen

Amy Zisook

Kenig,Lindgren,O'Hara,Aboona,Inc.

9575 West Higgins Road, Suite 400 | Rosemont, Illinois 60018
p: 847-518-9990 | f: 847-518-9987

MEMORANDUM TO: Zack Zalar
The Habitat Company

FROM: Michael A. Werthmann, PE, PTOE
Principal

DATE: December 15, 2025

SUBJECT: Addendum to Traffic Study
Review of Ridge Road Pedestrian Crossing at Devonshire Court
Old Deerfield Road Residential Development
Highland Park, Illinois

This memorandum is an addendum to the March 21, 2025 traffic study prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed Highland Park townhome development in Highland Park, Illinois. The site, which was previously occupied by Solo Cup, is currently vacant and is located on the east side of Old Deerfield Road between Richfield Avenue and Ridge Road. As proposed, the development is to consist of 227 units with access provided via Old Deerfield Road and the existing road that runs parallel to the Union Pacific railroad tracks.

The purpose of this memorandum is to review the proposed pedestrian crossing to be located on the north leg of Ridge Road at Devonshire Court. Concerns have been raised regarding the proximity of the pedestrian crossing to the curve on Ridge Road.

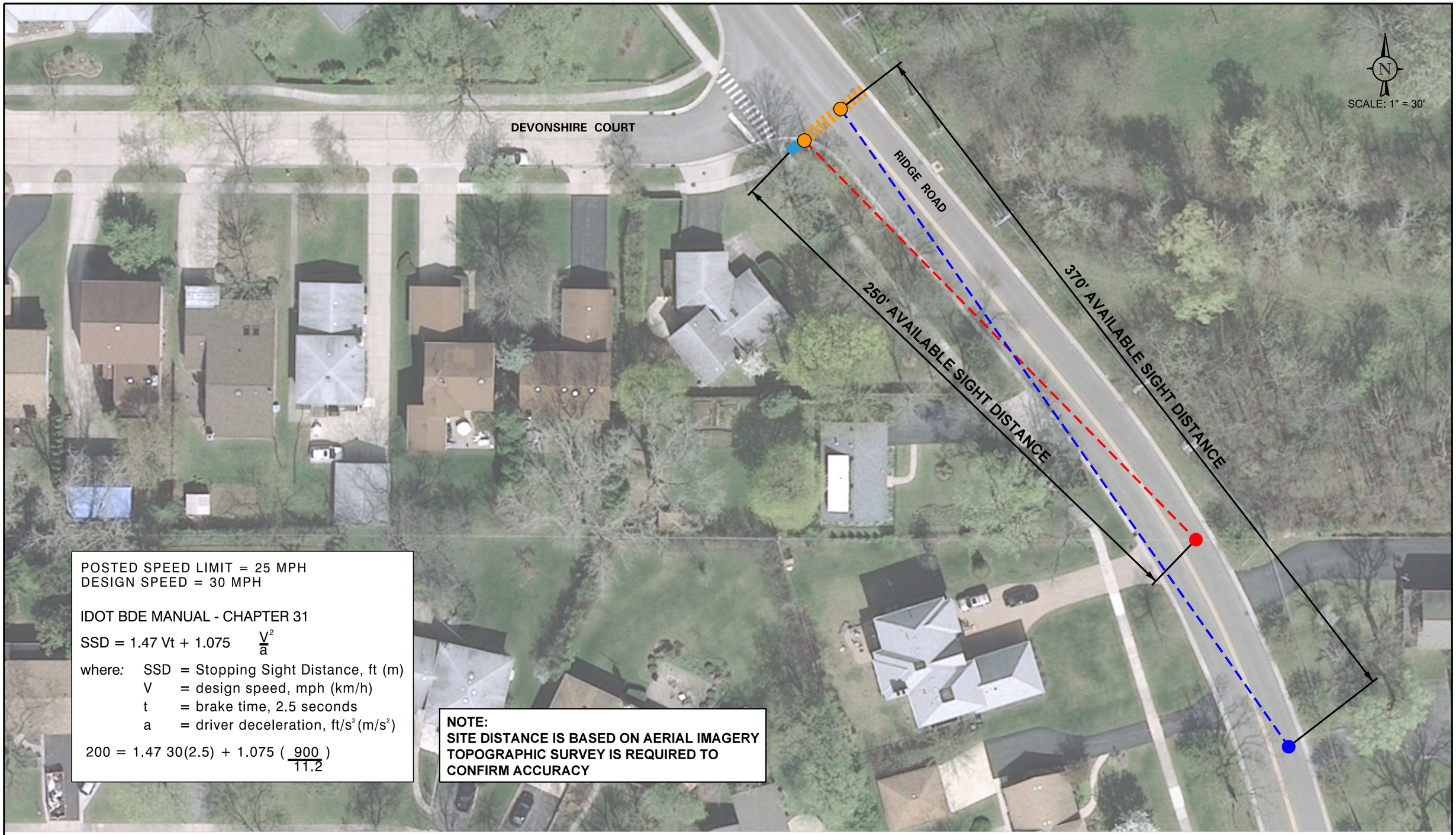
Preliminary Sight Distance Study

To determine if the pedestrian crossing is located sufficient distance from the curve on Ridge Road south of the pedestrian crossing, a preliminary sight distance study was performed along Ridge Road which is located in the Appendix. The results of the preliminary sight distance study show that approximately 250 feet of sight distance is available between a pedestrian located on the west side of Ridge Road at the pedestrian crossing and a vehicle traveling northbound along Ridge Road. It should be noted that several trees are located along the west side of the Ridge Road right-of-way which may limit the sight distance of pedestrians waiting on the west side of Ridge Road. However, it is important to note that as a pedestrian crosses Ridge Road (west to east), the sight distance only increases. Further, as shown on the exhibit, approximately 370 feet of sight distance is available between a vehicle traveling northbound on Ridge Road and a pedestrian in the Ridge Road northbound lane. The stopping sight distance requirement for a design speed of 30 mph (posted speed limit plus five mph) is 200 feet.

As such, the minimum approximately 260 feet of sight distance exceeds the stopping sight distance. Consideration should be given to trimming the trees along the west side of Ridge Road to minimize any sight obstructions.

In addition, the available sight distance for the proposed pedestrian crossing on Ridge Road at Devonshire Court is similar to, if not greater than, the available sight distance provided at the existing pedestrian crossings on Ridge Road at Edgewood Road. The curve in Ridge Road south of Edgewood Road is closer to Edgewood Road than the curve in Ridge Road is to Devonshire Court.

Appendix



POSTED SPEED LIMIT = 25 MPH
DESIGN SPEED = 30 MPH

IDOT BDE MANUAL - CHAPTER 31

$SSD = 1.47\,Vt + 1.075\,\frac{V^2}{a}$

where: SSD = Stopping Sight Distance, ft (m)
V = design speed, mph (km/h)
t = brake time, 2.5 seconds
a = driver deceleration, ft/s^2 (m/s^2)

$200 = 1.47\,30(2.5) + 1.075\,(\frac{900}{11.2})$

NOTE:
SITE DISTANCE IS BASED ON AERIAL IMAGERY TOPOGRAPHIC SURVEY IS REQUIRED TO CONFIRM ACCURACY

RIDGE ROAD
HIGHLAND PARK, ILLINOIS

AVAILABLE SIGHT DISTANCE

DRAWN: MD CHECKED: MW
DATE: 10-22-25 REV: 12-15-25
PROJECT #: 24-263
EXHIBIT: A

KLOA
Kenig,Lindgren,O'Hara,Aboona,Inc.

Civiltech Engineering, Inc.
www.civiltechinc.com

Two Pierce Place, Suite 1400
Itasca, IL 60143
Phone: 630.773.3900
Fax: 630.773.3975

30 N LaSalle Street, Suite 3220
Chicago, IL 60602
Phone: 312.726.5910
Fax: 312.726.5911

Transportation Design
Traffic Engineering
Civil Engineering
Construction Engineering
Environmental Studies
Water Resources
Structural Design
Right of Way
Urban Design
Transportation Planning
Program Management

Memorandum

Date: January 13, 2026

To: Mr. Alec Turkowski
Civil Engineer

From: Steve Pautsch, P.E., PTOE
Civiltech Engineering, Inc.

Re: 1700 Old Deerfield Road Development in Highland Park, IL
Addendum to Traffic Study

Civiltech Engineering, Inc. has reviewed the addendum to the 1700 Old Deerfield Road Traffic Study dated January 7, 2026, prepared by KLOA, Inc. This memo describes proposed traffic control changes to the intersection of Old Deerfield Road and the access road south of the Union Pacific Railroad tracks. Comments on this memo follow.

1. Civiltech concurs with the proposed addition of a stop sign on the south leg of Old Deerfield Road at the access road.

2. Regarding the fourth bullet on page 2, a temporary flashing beacon is not a standard treatment to notify drivers of a new stop sign. Warning flags as noted in this bullet are acceptable.

3. Consideration should be given to installing a Stop Ahead sign (W3-1) on Old Deerfield Road in advance of the new stop sign. If desired, a supplemental “New” sign plaque (W16-15P) may be installed in conjunction with the Stop Ahead sign. If used, the “New” sign must be removed within 6 months of stop sign installation.

4. Another optional method to notify drivers of an upcoming change in traffic control is a portable changeable message sign placed in advance of the intersection.

Civiltech Engineering, Inc.
www.civiltechinc.com

Two Pierce Place, Suite 1400
Itasca, IL 60143
Phone: 630.773.3900
Fax: 630.773.3975

30 N LaSalle Street, Suite 3220
Chicago, IL 60602
Phone: 312.726.5910
Fax: 312.726.5911

Transportation Design

Traffic Engineering

Civil Engineering

Construction Engineering

Environmental Studies

Water Resources

Structural Design

Right of Way

Urban Design

Transportation Planning

Program Management

Memorandum

Date: January 15, 2026

To: Mr. Alec Turkowski, EIT
Civil Engineer

From: Steve Pautsch, P.E., PTOE
Civiltech Engineering, Inc.

Re: 1700 Old Deerfield Road Development in Highland Park, IL
Proposed Ridge Road Crosswalk

Civiltech Engineering, Inc. has reviewed the addendum to the 1700 Old Deerfield Road Traffic Study dated December 15, 2025, prepared by KLOA, Inc. This memo evaluates the feasibility of installing a new crosswalk across the south leg of Ridge Road at Devonshire Court.

We agree with the findings of this memo and do not have any comments for the development team to address. We concur that sight distance is satisfactory in order to provide a new crosswalk at the proposed location.

City of Highland Park
1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

Public Works Department

MEMORANDUM

To: Karl Burhop – Senior Planner

From: Ben Miller – City Forester

Date: December 1, 2025

Re: 1700 Old Deerfield Rd - PUD

Forestry has been asked to review the PUD for 1700 Old Deerfield Rd. My response to this request is exclusive to tree preservation, and serves the sole purpose of providing information regarding the impact this development will have upon trees.

Development of the property at 1700 Old Deerfield Road has been reviewed by Forestry staff; for which comments were provided. Off-site improvements proposed as part of this PUD will require the removal of three trees. All three reside on grounds of the Highland Park Police Department. These trees are all owned and maintained by the City and include one 3" DBH Honey Locust along Deerfield Rd as well as one 4" DBH Kentucky Coffeetree & one 11" DBH London Planetree along Old Deerfield Rd.

Additional concerns pertaining to tree removal and preservation, for the development of 1700 Old Deerfield Rd as well as any off-site development, will be addressed should this application proceed to the permitting phase of development.

City of Highland Park: Code Plant Palette *Revised 2021*

Note: Due to overplanting and in the interest of increasing species diversity in Highland Park, Maples have been removed from the list of acceptable tree replacement species.

CATEGORY A:
DECIDUOUS SHADE TREES
Replacement for: *Heritage, Key, and Protected Trees*

Common Name	Variety	Genus	Species
Baldcypress		Taxodium	distichum
Beech		Fagus	spp.
Buckeye	Ohio*, Autumn Splendor*	Aesculus	spp.
Catalpa	Northern*, Purple*	Catalpa	spp.
Dawn Redwood		Metasequoia	glyptostroboides
Elm	*Accolade, Homestead, Lincoln, Patriot, Valley Forge*	Ulmus	spp.
Elm, Lacebark		Ulmus	parviflora
Filbert, Turkish		Corylus	americana
Ginkgo		Ginkgo	biloba
Hackberry		Celtis	occidentalis
Hardy Rubber-Tree		Eucommia	ulmoides
Hickory	Bitternut, Mockernut, Pecan, Pignut, Red, Shagbark, Shellbark	Carya	spp.
Honey Locust	*Imperial, Shademaster, Skyline*	Gleditsia	triacanthos
Horsechestnut	*Baumann, Fort McNair*	Aesculus	spp.
Katsura Tree		Cercidiphyllum	japonicum
Kentucky Coffeetree		Gymnocladus	dioicus
Larch		Larix	spp.
Linden, American	*Redmond*	Tilia	americana
Linden, Silver		Tilia	tomentosa
Linden, Big Leaf		Tilia	platyphyllos
Planetree, London		Platanus	x acerifolia
Oak, Black		Quercus	velutina
Oak, Bur		Quercus	macrocarpa
Oak, Chinkapin		Quercus	muehlenbergii
Oak, Hills		Quercus	ellipsoidalis
Oak, Red		Quercus	rubra
Oak, Shingle		Quercus	imbricaria
Oak, Swamp White		Quercus	bicolor
Oak, White		Quercus	alba
Scholar Tree, Japanese		Styphnolobium	japonica
Sweetgum		Liquiambar	styraciflua
Tuliptree		Liriodendron	tulipifera
Tupelo, Black		Nyssa	sylvatica
Walnut	Black, Butternut	Juglans	spp.
Yellowwood, American		Cladrastis	kentukea
Zelkova, Japanese		Zelkova	serrata

CATEGORY B:
EVERGREEN TREES

Replacement for: *Key & Protected Trees*

Common Name	Variety	Genus	Species
Douglas-fir		Pseudotsuga	menziesii
Fir, White		Abies	concolor
Fir, Balsam		Abies	balsamea
Fir, Fraser		Abies	fraseri
Hemlock, Eastern		Tsuga	canadensis
Pine, Limber		Pinus	flexilis
Pine, White		Pinus	strobus
Spruce, Norway		Picea	abies
Spruce, Serbian		Picea	omorika
Spruce, Black Hills	*densata*	Picea	glauca

CATEGORY C:
DECIDUOUS ORNAMENTAL TREES

Replacement for: *Protected Trees*

Common Name	Variety	Genus	Species
Amur Maackia		Maackia	amurensis
Aspen, Quaking		Populus	tremuloides
Birch, River		Betula	nigra
Birch, White	*Whitespire*	Betula	populifolia
Birch, Sweet		Betula	lenta
Birch, Paper		Betula	papynifera
Crabapple	**Suggested Varieties:** *Adirondack, Coral Burst, David, Don Wyman, Golden Raindrops, Harvest Gold, Indian Summer, Jack, Lancelot, Louisa, Madonna, Molten Lava, Prariefire, Professor Sprenger, Purple Prince, Royal Raindrops, Selkirk, Sugartyme, Tina*	Malus	spp.
Dogwood, Cornelian Cherry		Cornus	mas
Dogwood, Pagoda		Cornus	alternifolia
Dogwood, Flowering		Cornus	florida
Hawthorn, Cockspur		Cretaegus	crus-galli
Hawthorn, 'Winter King'	*Winter King*	Cretaegus	viridus
Hornbeam, American		Carpinus	caroliniana
Ironwood		Ostrya	virginiana
Lilac, Japanese Tree		Syringa	reticulata
Lilac, Peking		Syringa	pekinensis
Magnolia, Cucumber		Magnolia	acuminata
Magnolia, Saucer		Magnolia	x soulangiana
Magnolia, Star		Magnolia	stellata
Redbud		Cercis	canadensis
Sassafras		Sassafras	albidum
Serviceberry, Allegheny		Amelanchier	laevis
Serviceberry, Downy		Amelanchier	arborea
Smoketree, American		Cotinus	obovatus
Witchhazel, Common		Hamamelis	virginiana
Witchhazel, Vernal		Hamamelis	vernalis

City of Highland Park

1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

Memorandum

DATE: December 15, 2025

TO: Karl Burhop

FROM: Emmanuel Gomez, PE, City Engineer

BY: Alec Turkowski, Civil Engineer

SUBJECT: 1700 Old Deerfield Rd

General Plan Comments

1. Please submit a written response (disposition of comments) to each comment provided in this review memo. If a disposition of comments is not submitted, future reviews may be delayed.

2. RESUBMITTALS: A plan transmitted for resubmittal review shall so state on the transmittal sheet or letter accompanying the drawing. Identification of changes on all documents from previous issue must be clearly shown on each document by "scoping/clouding" all revisions from the previous issue.

Plan Comments – Off Site Plans

1. For all work, affecting Deerfield Road Lake County will need to review the plans. Deerfield Road is under the jurisdiction of Lake County.

2. What is the slope at the new driveway from the Police Station to Deerfield Road? This information is not specified. Please include the slope on the plans.

3. What pavement is proposed on Deerfield Road where the median is removed to provide access to the Police Station?

4. The "Typical Asphalt Pavement Section" shows 1.5 inches of HMA surface course, while the plans indicate 2 inches of milling for parking along Old Deerfield Road. Please show 2 inches of milling and 2 inches of HMA surface course. Unless traffic data supports otherwise use IDOT's standard N50 surface mix.

City of Highland Park
1150 Half Day Rd.
Highland Park, Illinois 60035
847.432.0807
cityhpil.com

Memorandum

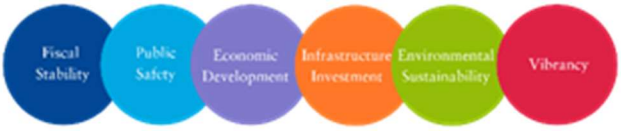
Plan Comments – Site Improvement Plans

1. Show an 8" valve for the proposed 8" water main connecting to the City's water main at Old Deerfield Road and Ridge Road. Place the valve approximately 5 feet from the City's main to help minimize water loss in the event of a leak.

2. Clarify the type of connection to the City's water main. The plans reference "PC-1" and "PC-2", but these are not defined or detailed in the plan set.

3. Ciorba Group has completed a technical review of the water distribution capacity. Based on their findings, this area has adequate pressures and available fire flow. Please refer to the attached technical report for additional details.

C: Ron Bannon, Director of Public Works
Joe O'Neill, Deputy Director of Public Works
Archana Mohanchandra, Community Development, Building Division Manager



To: Emmanuel Gomez, P.E.
Ron Bannon

From: Luke Mattson, P.E.

Date: 12/5/2025

Reference: 1700 Old Deerfield Road – Highland Park Townhomes – Water Supply Review

Project No.: 21964.03

We received the following reference information from the City:

- Preliminary Utility Plans, 9/26/2025, Spaceco
- Staff Report, 10/30/2025, City of Highland Park

Per the City's request, we have completed a hydraulic analysis of Pre-Development Conditions and Post-Development Impacts. We offer the following:

PRE-DEVELOPMENT CONDITIONS

Available Pressure

Pre-development conditions were assessed with the City's working WaterGEMS model. This assessment included a review of the available pressures and fire flow for the area, prior to adding additional demand from the development. Three different Scenarios were reviewed.

Scenario 1: Average Day Demand (ADD), Peak Hour (PH), 2 High Lift Pumps (HLP) Operating
Scenario 2: ADD, PH, 3 HLP Operating
Scenario 3: Maximum Day Demand (MDD), PH, 3 HLP Operating

The total capacity of the City's finished water pumping station with 3 HLP has 50% more capacity than with 2 HLP running. Looking at Scenarios under both conditions offers a realistic snapshot of operating conditions in the City.

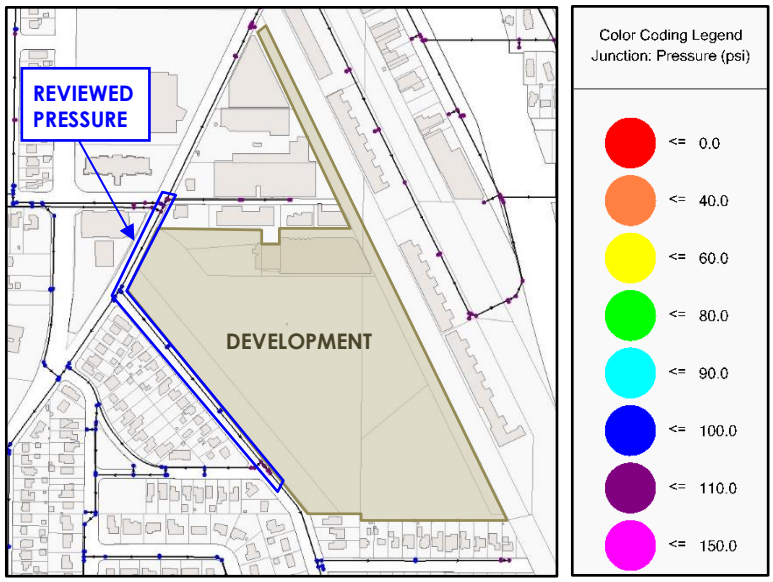


FIGURE 1: SCENARIO 1- AVAILABLE PRESSURE (ADD, PH, 2 HLP)

Figure 1 illustrates available pressures for Scenario 1 along the development limits. Average pressures were modeled as 99 psi.

Figure 2 illustrates available pressures for Scenario 2 along the development limits. Average pressures were modeled as 109 psi.

Figure 3 illustrates available pressures for Scenario 3 along the development limits. Average pressures were modeled as 61 psi.

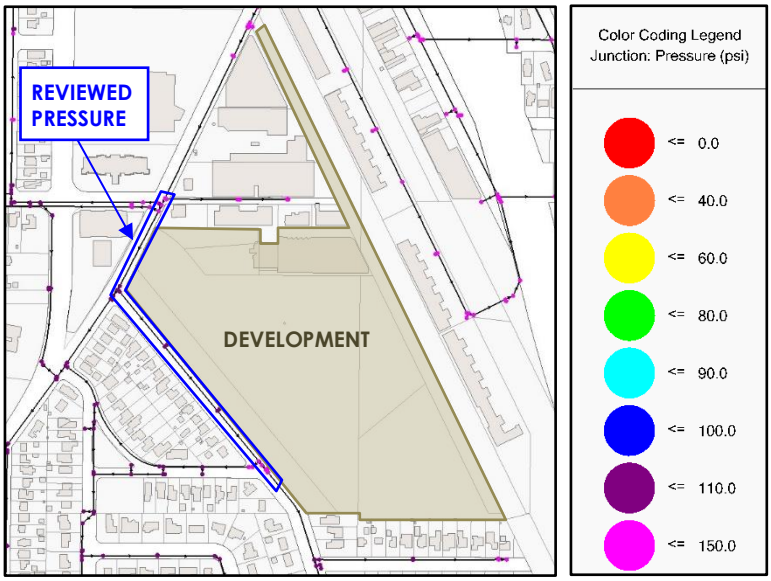


FIGURE 2: SCENARIO 2- AVAILABLE PRESSURE (ADD, PH, 3 HLP)

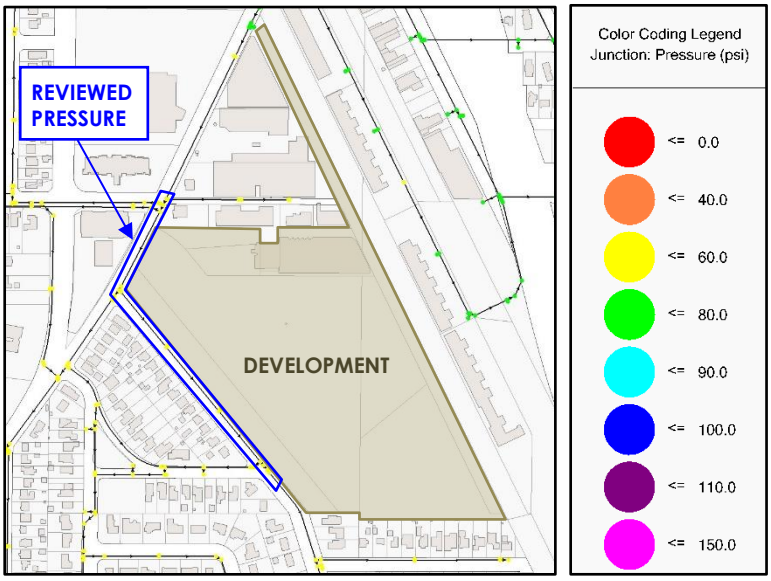


FIGURE 3: SCENARIO 3- AVAILABLE PRESSURE (MDD, PH, 3 HLP)

Available Fire Flow

The City's 2018 Master Plan set minimum fire flow criteria as 1,000 gpm for residential areas and 3,000 gpm for commercial /industrial area. **Figure 4** presents available fire flow along the water mains that will serve the new development.

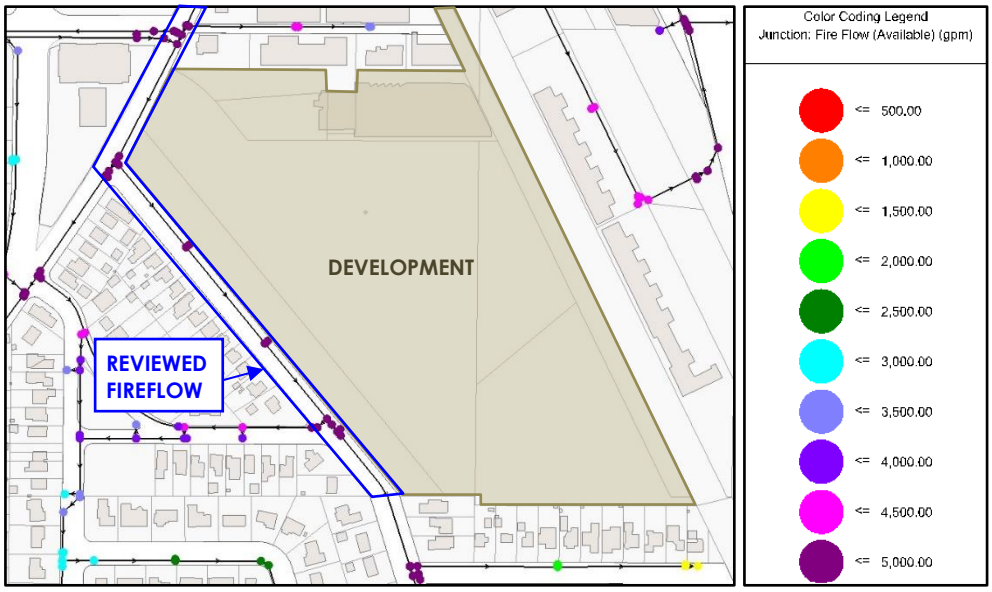


FIGURE 4: AVAILABLE FIREFLOW (ADD and MDD)

Available fireflow was calculated as 5,000 gpm or greater for all Scenarios. This is due to high flow rates offered by existing main sizes of 14" on Ridge Road and 18" on Old Deerfield Road.

POST-DEVELOPMENT CONDITIONS

Added Demand

The development is proposed on a 28.6-acre property and includes 227 townhouse residential dwelling units in 48 building and a clubhouse with pool amenity. Estimated water demand is summarized in **Table 1** below.

Table 1: Highland Park Townhomes – Estimated Water Demand

Area (AC)	Unit Type	Units	Unit Per Capita	Pop	Rate		Daily Flow (GAL)	Notes
					Value	Unit		
35	Multi-Family	227	3	681	100	gpd / person	68,100	1
	Pool	1	100	100	10	gpd / person	1,000	2
TOTAL							**69,100**	

Notes:
1. Units counted from Engineering Plans. Per Capita from IL Admin Code, Title 35, Part 370, Appendix A, Table 1.
2. Population assumed. Per Capita from IL Admin Code, Title 35, Part 370, Appendix B, Table 2.

The new demand has been modeled as a node with a demand of 47 gpm and a residential diurnal usage pattern.

Pressure Impacts

The pressure calculation process that was completed for the existing conditions, was repeated for the proposed conditions that included the new development. **Table 2** summarizes the Pre-Development and Post-Development results.

Table 2: Pre-Development vs. Post-Development Pressures

Alternative	Description	Average Pressure (PSI)	
		Pre-Development	Post-Development
1	ADD, PH, 2HLP	99	98
2	ADD, PH, 3 HLP	109	108
3	MDD, PH, 3 HLP	61	60

For each of the scenarios, the average pressure has a negligible 1 psi pressure drop.

Fire Flow Impacts

The fire flow calculation process that was completed for the existing conditions, was repeated for the proposed conditions that added in the new development. **Table 3** summarizes the Pre-Development and Post-Development results.

Table 3: Pre-Development vs. Post-Development Available Fire Flow

Alternative	Description	Available Fire Flow (GPM)	
		Pre-Development	Post-Development
1	ADD, PH, 2HLP	5,000	5,000
2	ADD, PH, 3 HLP	5,000	5,000
3	MDD, PH, 3 HLP	5,000	5,000

Adding the development has a negligible impact on fire-flow.

CONCLUSIONS AND RECOMMENDATIONS

The development's proximity to large diameter 18" and 14" water mains result in strong available pressures and fire flow. The proposed connections on Old Deerfield Road and Ridge Road offer looping from two large separate mains, which offers redundancy if one of these existing mains has a break. No extensions or replacements on the existing water infrastructure are recommended unless there are maintenance or operations related needs known by Public Works.

Hydrants in the proposed development should be placed at the appropriate locations and quantity to meet the City's minimum hydrant spacing requirements to ensure fire protection of the structures.

Shiner Acoustics, LLC
Acoustical Engineers
225 W Washington St. - Suite 1625, Chicago, Illinois 60606
Phone 312 849-3340 Fax 312 849-3344 www.shineracoustics.com

The Habitat Company
350 W Hubbard Street, Suite 500
Chicago, IL 60614

January 12, 2026

Attn: Mr. Zack Zalar
Vice President of Investments

Re: Highland Park Townhomes
Building Envelope Sound Attenuation, r2

Dear Mr. Zalar:

Summary

Regarding the design of the Highland Park Townhomes, at 1700 Old Deerfield Road, we understand that the city of Highland Park has requested specifications for sound mitigation measures for the townhomes nearest to the northern and eastern property lines of the Property.

The building envelope of these townhomes, and specifically the acoustical performance of the windows and patio doors, will be specified so that interior noise levels will not exceed a day-night average sound level (Ldn or DNL) of 45 dBA. This is based upon HUD design standards regarding transportation noise affecting residential properties. The specific glazing assemblies to be used, including performance in terms of sound transmission class (STC) and outdoor-indoor transmission class (OITC), will be based on long term sound measurements (72 hours) taken at the project site. These measurements are anticipated to be completed in February of 2026.

The current design plan is to include enhanced window and door assemblies for units facing the rail line to the east and for the units facing the existing industrial property to the north. These enhanced assemblies would wrap the corners of all affected units to include the entire affected residential unit, as indicated in the attached Figure 1.

Based on past experience, it is anticipated that the enhanced glazing assemblies will meet a minimum STC rating of 32, and a minimum OITC rating of 26. Although, depending upon the noise levels measured on site, these may be increased to STC 34 and OITC 29 by utilizing assemblies that include laminated glass.

Comparable Noise Ordinances

As requested, we have compared the City of Highland Park Noise Ordinance with the limits set forth by the Illinois Pollution Control Board (IPCB) noise regulations (35 Ill. Adm. Code 901.102 and 901.103). Highland Park's noise ordinance is based upon octave bands that are no longer standard. We have converted these octave band values to current standard octave bands as per the procedure set forth in ANSI S1.11-1966 "Specification for Octave, Half-Octave, and Third-Octave Band Filter Sets", Appendix A. These converted maximum allowable octave band values are shown below, in Table 1.

Table 1: Highland Park maximum allowable property line noise levels (dB)

Octave Band Center Frequency	Non-residential Property Line	Residential Property Line	Delta
63 Hz	72	66	6
125 Hz	64	53	11
250 Hz	60	47	13
500 Hz	53	42	11
1000 Hz	47	37	10
2000 Hz	45	35	10
4000 Hz	42	33	9
8000 Hz	39	31	8

The IPCB sets forth similar limits for noise emitted to Class B (commercial) and Class A (residential) land. No limits are defined for noise emitted to Class C land. The limits set forth by the IPCB for Class A land have separate values for daytime and nighttime hours. It should be noted that "daytime" is considered by the IPCB to be 7:00 AM to 10:00 PM. The IPCB limits are shown below, in Table 2. Nighttime residential limits are the most stringent. Therefore, the Delta shown in Table 2 is based upon these values.

Table 2: IPCB maximum allowable property line noise levels (dB)

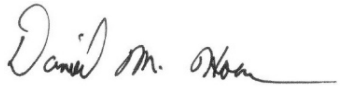
Octave Band Center Frequency	Class C to Class B	Class C to Class A (daytime)	Class C to Class A (nighttime)	Delta
63 Hz	79	74	67	12
125 Hz	74	69	62	12
250 Hz	69	64	54	15
500 Hz	63	58	47	16
1000 Hz	57	52	41	16
2000 Hz	52	47	36	16
4000 Hz	48	53	32	16
8000 Hz	45	40	32	13

Given that the land on which these new townhomes will be constructed will now be a residential property, rather than non-residential, window and door assemblies will be specified such that the transmission loss (TL) achieved in each octave band will exceed the maximum non-residential to residential delta of 16 dB.

Please do not hesitate to contact us should you have any questions or concerns regarding the control and mitigation of environmental noise sources affecting these residential units.

Sincerely,

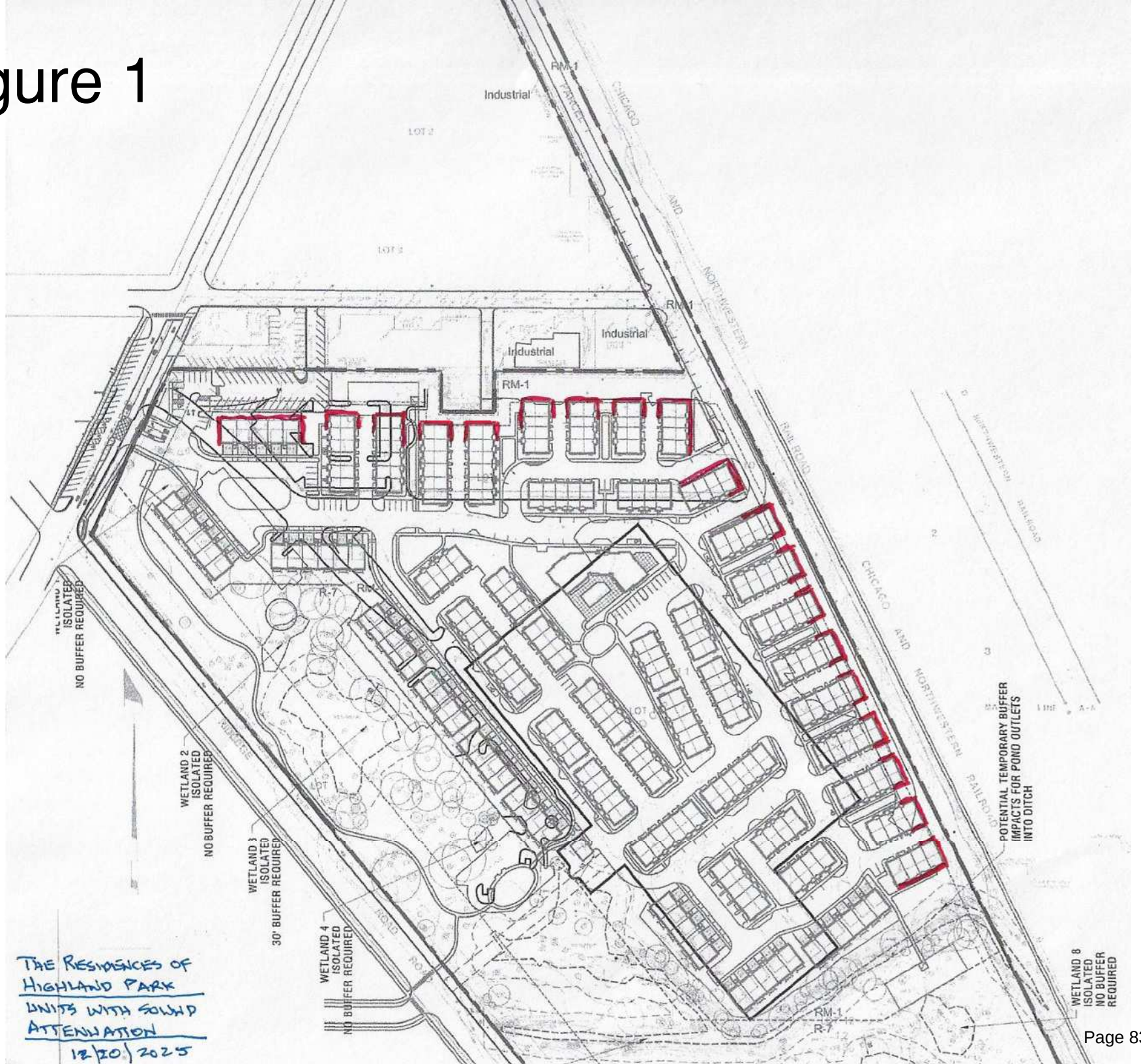
Shiner Acoustics, LLC



Daniel M. Horan, INCE
Partner

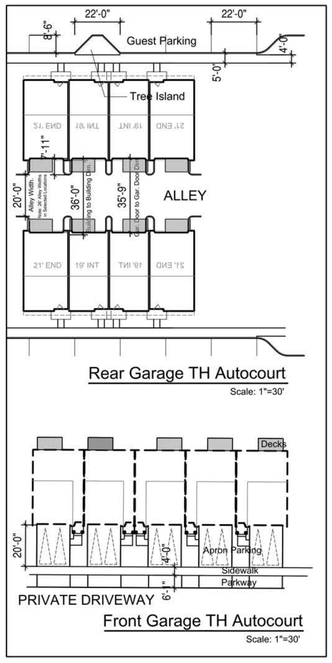
DMH/dh
Attachment: Figure 1 (marked up site plan)

Figure 1


Industrial
RM-1
Industrial
Industrial
RM-1
RM-1
R-7
WETLAND 1
ISOLATED
NO BUFFER REQUIRED
WETLAND 2
ISOLATED
NO BUFFER REQUIRED
WETLAND 3
ISOLATED
30' BUFFER REQUIRED
WETLAND 4
ISOLATED
NO BUFFER REQUIRED
POTENTIAL TEMPORARY BUFFER
IMPACTS FOR POND OUTLETS
INTO DITCH
WETLAND 8
ISOLATED
NO BUFFER
REQUIRED
RM-1
R-7
THE RESIDENCES OF
HIGHLAND PARK
UNITS WITH SOUND
ATTENUATION
12/20/2025

QUANTATIVE SUMMARY	
Three St. Rear Garage TH	177 Homes
Three St. Front Garage TH	50 Homes
Total Homes	227 Homes
Site Area	
RM-1 (Gross Bldg. Area)	839,265 sf
RM-1 (Driveway Area)	118,068 sf
RM-1 (Net Area)	721,097 sf
RM-7 (Net Area)	397,066 sf
INDUSTRIAL	9,435 sf
Total Site Area	1,245,766 sf (28.6 Ac.)
Total Open Space	561,141 sf (45.0%)
Proposed Density	
Total Units	227
SF Lot Area/Unit Proposed (RM-1)	3,176 SF
SF Lot Area/Unit Req. (RM-1)	2,904 SF
Coverage Calculations	
IMPERVIOUS COVERAGE (Tot. Site-R-7/Ind. /RM-1)	
Total Impervious Coverage:	535,835 SF (12.3 acres) .43

PARKING	TOTAL
Garages (All Units Two Car)	454 (2:1 Ratio)
*Garage Apron	100
Internal Surface Parking	107
Parking Subtotal	661 (2.92:1 Ratio)
Public Parking Parking Lot	14
Private Easement Parking Lot	28
Access Drive Parking	12
Parking Total	715
*Front Garage Units	



Sound Mitigation

HABITAT™

Site Illustrative Plan and Quantative Summary
HIGHLAND PARK TOWNHOMES
Highland Park, IL

BSB DESIGN
BSBDESIGN.COM

Date: October 20, 2025

bsbdesign.com
The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2025 BSB Design, Inc.

Kenig,Lindgren,O'Hara,Aboona,Inc.

9575 West Higgins Road, Suite 400 | Rosemont, Illinois 60018
p: 847-518-9990 | f: 847-518-9987

MEMORANDUM TO: Zack Zalar
The Habitat Company

FROM: Michael A. Werthmann, PE, PTOE

DATE: January 16, 2026

SUBJECT: Addendum to Traffic Study
Modifications to Old Deerfield Road and Access Road Intersection
Highland Park, Illinois

This memorandum is an addendum to the March 21, 2025 traffic study prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed Highland Park townhome development in Highland Park, Illinois. The site, which was previously occupied by Solo Cup, is currently vacant and is located on the east side of Old Deerfield Road between Richfield Avenue and Ridge Road. As proposed, the development is to consist of 227 units with access provided via Old Deerfield Road and the existing road that runs parallel to the Union Pacific railroad tracks (access road).

The purpose of this memorandum is to present proposed modifications to the Old Deerfield Road with access road intersection considering its proximity to the Old Deerfield Road at-grade railroad crossing with the Union Pacific railroad tracks. In an e-mail dated October 8, 2025, the Illinois Commerce Commission (ICC) expressed concerns with the additional traffic projected to use this intersection and the potential of Old Deerfield Road southwest-bound vehicles stacking on the railroad tracks due to the left-turn movements from Old Deerfield Road to the access road.

Preferred Intersection Modifications

Based on discussions with the City of Highland Park, which has jurisdiction over Old Deerfield Road, and the City's consultant Civiltech Engineering, Inc., the ICC concerns are proposed to be addressed by modifying the intersection traffic control so that the access road approach and the Old Deerfield Road northeast-bound approach both operate under stop sign control. Under this type of traffic control, the Old Deerfield Road southwest-bound approach will operate under free-flow conditions and the left-turn movement to the access road would not have to stop and wait for a gap in the northeast direction of traffic, eliminating the potential for queueing onto the railroad tracks. This type of traffic control is typical for intersections within proximity to at-grade railroad crossings and is similar to the traffic control at the intersection of 1st Street/Elm Place in downtown Highland Park.

Modifications to the Intersection

The following signage and striping modifications will need to be installed to accommodate the change in the intersection traffic control (see the conceptual exhibit in the Appendix):

- A stop sign and a stop bar will need to be installed on the northeast-bound approach of Old Deerfield Road at the access road intersection. An existing stop sign is currently located on the access road approach. Consideration should be given to adding a stop bar on the access road approach at the existing stop sign.

- Warning signs should be installed below the stop signs that read "Oncoming Traffic from the Right Does Not Stop" (access road approach) and "Oncoming Traffic Does Not Stop" (Old Deerfield Road northeast-bound approach) similar to the signage installed at the 1st Street/Elm Place intersection.

- With the addition of the stop sign and stop bar, the existing Grade Crossing Pavement Markings on the northeast-bound approach of Old Deerfield Road will need to be removed and relocated further southwest of the intersection.

- Consideration should be given to installing one or more of the following warning signs and devices to further alert motorists traveling northeast-bound to the new stop condition at the intersection:

    - Warning flags above the new stop sign installation on the northeast-bound approach of Old Deerfield Road.

    - A Stop Ahead sign (W3-1) on Old Deerfield Road in advance of the new stop sign installation on the northeast-bound approach of Old Deerfield Road. In addition, a supplemental "New" sign plaque (W16-15P) may be installed in conjunction with the Stop Ahead sign. It should be noted that the "New" sign must be removed within six months of the installation of the stop sign.

    - A portable changeable message sign placed in advance of the new stop sign installation on the northeast-bound approach of Old Deerfield Road warning motorists of the new stop sign installation.

- Per the recommendations of the ICC, "Do Not Stop on Tracks" signs should be installed along both directions of Old Deerfield Road at the railroad crossing.

It should be noted that the ICC recommended that pavement crosshatch markings be provided in the track area per the IDOT "Typical Supplemental Signage and Pavement Marking Treatment for Railroad Crossings". However, the IDOT guidelines indicate that the pavement crosshatch markings are only required for signalized intersections within proximity to railroad crossings. As such, since the access road is not under traffic signal control, the pavement crosshatch markings are not required according to the IDOT guidelines.

The City of Highland Park should coordinate with the ICC on the final design of the signage and pavement marking changes at the railroad crossing and the intersection of Old Deerfield Road with the access road.

Intersection Capacity Analyses

Revised intersection capacity analyses were performed to determine the impact that the traffic control modifications will have on the operation of the intersection. The capacity analyses were performed assuming the total traffic volumes. Given the unique traffic control where two of the three legs of the intersection are proposed to be under stop sign control, the intersection cannot be evaluated based on the typical capacity analysis methodology. Instead, the intersection was evaluated based on the Intersection Capacity Utilization (ICU) methodology which determines what percentage of the overall intersection capacity is anticipated to be used. **Table 1** shows the results of the ICU analysis assuming the modified traffic control.

Table 1
OLD DEERFIELD ROAD WITH ACCESS ROAD INTERSECTION
INTERSECTION CAPACITY UTILIZATION (ICU) ANALYSIS

	Intersection Capacity Utilization		
	Morning Peak Hour	**Afternoon Peak Hour**	**Evening Peak Hour**
Modified Traffic Control	26.8%	29.5%	32.3

Based on the ICU methodology, the intersection is only projected to operate at 26.8 to 32.3 percent of its overall capacity assuming the total projected traffic volumes, which indicates that the intersection is anticipated to operate well below the overall capacity of the intersection with the modified traffic control. In addition, the intersection was also evaluated based on simulation runs (SimTraffic) of the intersection and the overall study area. The result of the simulation runs indicated that the northeast-bound approach of Old Deerfield Road is projected to experience an average delay of approximately eight seconds and a 95th percentile queue of two to three vehicles during the peak hours. As such, the Old Deerfield Road northwest-bound traffic is anticipated to experience limited additional delay with the intersection traffic control modifications.

Appendix

CONCEPTUAL

N

SCALE: 1" = 60'

OLD DEERFIELD ROAD

DO NOT STOP ON TRACKS

ADD STOP BAR

REMOVE AND RELOCATE RAILROAD STRIPING

STOP

TRAFFIC FROM RIGHT DOES NOT STOP

DO NOT STOP ON TRACKS

STOP

ONCOMING TRAFFIC DOES NOT STOP

ACCESS ROAD

LEGEND

- EXISTING SIGN
- PROPOSED SIGN

HIGHLAND PARK TOWNHOMES
HIGHLAND PARK, ILLINOIS

CONCEPTUAL INTERSECTION TRAFFIC CONTROL MODIFICATIONS
OLD DEERFIELD ROAD WITH ACCESS ROAD

DRAWN: MD CHECKED: LA
DATE: 12-29-25 REV:
PROJECT # 24-263
EXHIBIT: A

KLOA
Kenig,Lindgren,O'Hara,Aboona,Inc.

STORMWATER

MANAGEMENT REPORT

FOR

THE RESIDENCES AT HIGHLAND PARK

HIGHLAND PARK, IL



Prepared For:

HABITAT

CHICAGO, IL

Prepared By:
SPACECO, Inc.
9575 W. Higgins Road, Suite 700
Rosemont, IL 60018
PH: 847-696-4060
Contact: Brett Duffy, P.E.

LICENSED PROFESSIONAL ENGINEER
BRETT M. DUFFY
NO. 062-053198
ILLINOIS

EXP: 11/30/2025

SPACECO PROJ #: 11395.02
ORIGINAL DATE: November 2025
LAST REVISED:

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1 **General Stormwater Information**
Project Narrative
City of Highland Park Impervious Coverage Letter

2 **Exhibits**
1 USGS LOCATION MAP
2 NRCS SOIL MAP
3 FEMA-FIRM MAP
4 NATIONAL WETLAND INVENTORY MAP
5 LAKE COUNTY WATERSHED EXHIBIT
6 AERIAL PHOTO EXHIBIT
7 PROPOSED DRAINAGE PLAN
8 INLET AREA MAP
9 SITE IMPROVEMENT PLANS COVER SHEET *Full Planset to be Provided Under Separate Cover

3 **Site Runoff Requirements**
* Proposed Storm Sewer Design
* Proposed Culvert Design

4 **Site Detention Requirements**
* Not Applicable

5 **Soil Erosion and Sediment Control Requirements**
* Narrative Description

6 **Floodplain Requirements**
* (Not applicable - no floodplain/floodway area)

7 **Wetland/Buffer Requirements**
* Wetland Delineation

8 **Riparian Requirements**
* (Not applicable - no riparian area)

9 **Maintenance & Monitoring Submittals**
* M & M Requirements

TAB 1
GENERAL STORMWATER INFORMATION

STORMWATER MANAGEMENT PERMIT APPLICATION
FOR
THE RESIDENCES AT HIGHLAND PARK
CITY OF HIGHLAND PARK, LAKE COUNTY, IL

PREPARED FOR
HABITAT

PREPARED BY
SPACECO, INC.
9575 W. HIGGINS ROAD, SUITE 700
ROSEMONT, IL 60018

SPACECO PROJECT # 11395.02

NOVEMBER 2025



PROJECT NARRATIVE

INTRODUCTION

This report summarizes the stormwater management design for the proposed development at 1700 Old Deerfield Road in the City of Highland Park, Lake County, IL. The total property ownership is 28.6 acres.

The stormwater analysis was performed based on the land plan prepared by the project architect, the topographic survey prepared by others, and Site Improvement Plans in accordance with the requirements of the Lake County Watershed Development Ordinance, Effective July 11, 2023, as adopted by the City of Highland Park. This ordinance was consulted as the basis of the design requirements.

EXISTING CONDITIONS

Under existing conditions, the project area was previously a Solo Cup manufacturing facility with parking and pavement areas, underground storm sewer systems, and a drainage ditch bisecting the south portion of the property. The building was previously demolished, but the surrounding parking lots remain. The existing impervious area associated with the previous development is 548,000 square feet per the City of Highland Park. See City of Highland Park letter dated October 18, 2013 in **Tab 1**.

There is no depressional storage identified on-site.

The site currently outfalls to an existing drainage swale on the south side of the site that is tributary to two 30" storm sewers that conveys stormwater to the east through the adjacent railroad property.

The site lies within the Middle Fork Chicago River Watershed. A watershed exhibit for the site is provided as **Exhibit 5** in **Tab 2**.

There is no regulatory floodplain or floodway located on the site per the Flood Insurance Rate Map (FIRM) 17097C0287K with an effective date of September 18, 2013. A partial copy of the FIRM panel is included as **Exhibit 3** under **Tab 2**.

There are existing wetlands on-site per the Wetland Delineation prepared by CBBEL. The delineation is provided under **Tab 7** of this report. See **Tab 7** for further discussion.

There is an off-site flow tributary to the site via a culvert under Ridge Road as indicated by the existing topographic survey. The culvert will remain in place and remain tributary to the same channel it is in existing condition.

PROPOSED CONDITIONS

General Stormwater Information

The proposed development will include the construction of 227 townhomes on a portion of the site. The west and south sides of the site will not be developed to preserve existing trees and wetlands.

The total disturbance of the site will be 18.19 acres as part of the proposed development. The proposed total impervious area is 537,786 square feet (12.346 acres). This is also less than 548,000 square feet, therefore no additional impervious area is proposed as compared to the previous development.

Per the WDO, the site is classified as a 'Major Development'.

Downstream Capacity Analysis

Per the Ordinance, an analysis of the capacity of the downstream adjacent property receiving the proposed stormwater discharges is required.

Under the previous and proposed development conditions, the entire property is tributary to the adjacent railroad right of way to the east.

Since the proposed development condition will reduce the total impervious coverage within the property, the proposed discharge to the adjacent railroad right of way is less than the existing discharge.

See **Exhibit 7, Tab 2** for the Proposed Drainage Exhibit.

Site Detention Requirements

Per the City of Highland Park, the existing impervious area is 548,000 square feet for the previous development site. The City's code requires that if the 16,000 square foot threshold is exceeded then detention will be required. This threshold equates to a total impervious area of 564,000 square feet. Detention is not required since the proposed impervious area is not greater than 564,000 square feet.

Runoff Volume Reduction

No new impervious area is proposed as part of the development; therefore Runoff Volume Reduction (RVR) is not required.

Although it is not required, RVR is provided by preserving the wetland hydrology to the existing wetlands to remain.

The City of Highland Park recommends that projects be designed to effectively capture 85 percent of the average annual rainfall events. This corresponds to a value of 2,940 cubic feet per acre of new impervious.

Water Quality Treatment

The water quality treatment is not required since no new impervious area is proposed.

Storm Sewer Design Criteria

Stormwater Studio Version 3.0.0.17 was used to size the storm sewer and determine the Hydraulic Grade Line and water surface elevations. Calculations can be found in Tab 3.

- Rainfall Return Period: 10-Year – Conveyance in Pipe
  100-Year – HGL contained
- Peak Discharge Method: Rational Formula, Q=CIA
- Computer Software: Stormwater Studio For Windows By Hydrology Studio
- Rainfall Intensity: Use ISWS Bulletin 75, Table 7 for Northeast Zone
  $I_{10} = 37.89/(T_c + 6)^{0.67}$
  $I_{100} = 432.28/(T_c + 24.75)^{1.08}$
- Runoff Coefficient: Impervious area: C = 0.90
  Pervious area: C = 0.45
  Weighted: See Tab 3
- Inlet Time: 10 Minutes (minimum)
- Pipe Capacity: Use Manning's equation for full pipe flow capacity.
  Use n = 0.013 for RCP.

All storm sewer systems have been designed to convey the 10-year storm event to the proposed stormwater basin.

All storm sewer systems have been designed to contain the 100-year storm event to the to the site.

CITY OF HIGHLAND PARK
1150 HALF DAY ROAD
HIGHLAND PARK, ILLINOIS 60035
(847) 432-0807

October 18, 2013

Robert Dominguez
Red Cup, LLC
Newsweb Corporation
1645 West Fullerton Avenue
Chicago, Illinois 60614

VIA EMAIL: rdominguez@newswebcorporation.com

Subject: 1700 Old Deerfield Road

Mr. Dominguez:

The Engineering Division within the Department of Public Works understands that a permit for the demolition of the manufacturing building at the above-referenced site is forthcoming. Please allow this correspondence to serve as acknowledgement of the existing amount of impervious area within the 1700 Old Deerfield property and that storm water detention is not required by Article XVIII of the City's Zoning Code for any future proposed development on the site unless the new development exceeds 16,000 square feet of impervious area. The existing amount of impervious area is approximately 548,000 square feet. If the 16,000 square foot threshold is exceeded, detention is required for all of the impervious area greater than the impervious area that existed prior to the Lake County Watershed Development Ordinance being adopted in 1990, as outlined in the current version (effective June 11, 2013).

If you have any questions or need additional information, please contact me or Joe Pasquesi, Civil Engineer at 847-432-0807 or jpasquesi@cityhpil.com.

Sincerely,

John M. Welch, PE, CFM
City Engineer

TAB 2
EXHIBITS

STORMWATER MANAGEMENT PERMIT APPLICATION
FOR
THE RESIDENCES AT HIGHLAND PARK
CITY OF HIGHLAND PARK, LAKE COUNTY, IL

PREPARED FOR
HABITAT

PREPARED BY
SPACECO, INC.
9575 W. HIGGINS ROAD, SUITE 700
ROSEMONT, IL 60018

SPACECO PROJECT # 11395.02

NOVEMBER 2025

Spaceco
Civil Engineering & Surveying

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

PROJECT:	**THE RESIDENCES AT HIGHLAND PARK**	**PROJECT #:**	11395.02
LOCATION:	**HIGHLAND PARK, IL**	**DATE:**	November 2025
		LAST REVISED:	

EXHIBIT TITLE: USGS MAP
DESCRIPTION: HIGHLAND PARK QUADRANGLE

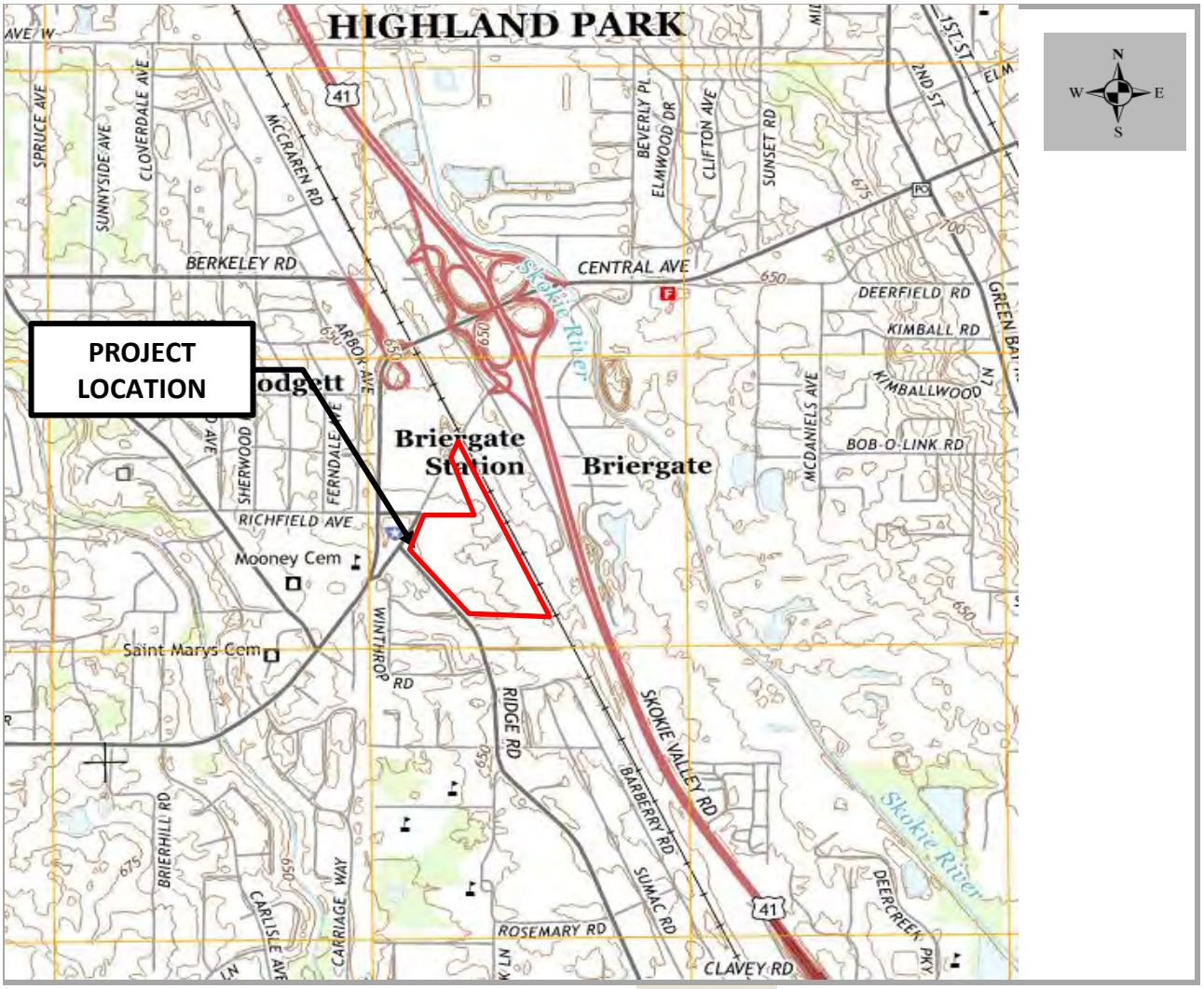


EXHIBIT # 1

Spaceco
Civil Engineering & Surveying

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

PROJECT:	**THE RESIDENCES AT HIGHLAND PARK**	**PROJECT #:**	11395.02
LOCATION:	**HIGHLAND PARK, IL**	**DATE:**	November 2025
		LAST REVISED:	

EXHIBIT TITLE: NRCS SOIL MAP

DESCRIPTION: EXISTING URBAN SOIL TYPE

Map Unit Legend

Lake County, Illinois (IL097)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
23A	Blount silt loam, Lake Michigan Lobe, 0 to 2 percent slopes	20.5	69.5%
530B	Ozaukee silt loam, 2 to 4 percent slopes	9.0	30.5%
Totals for Area of Interest		**29.5**	**100.0%**

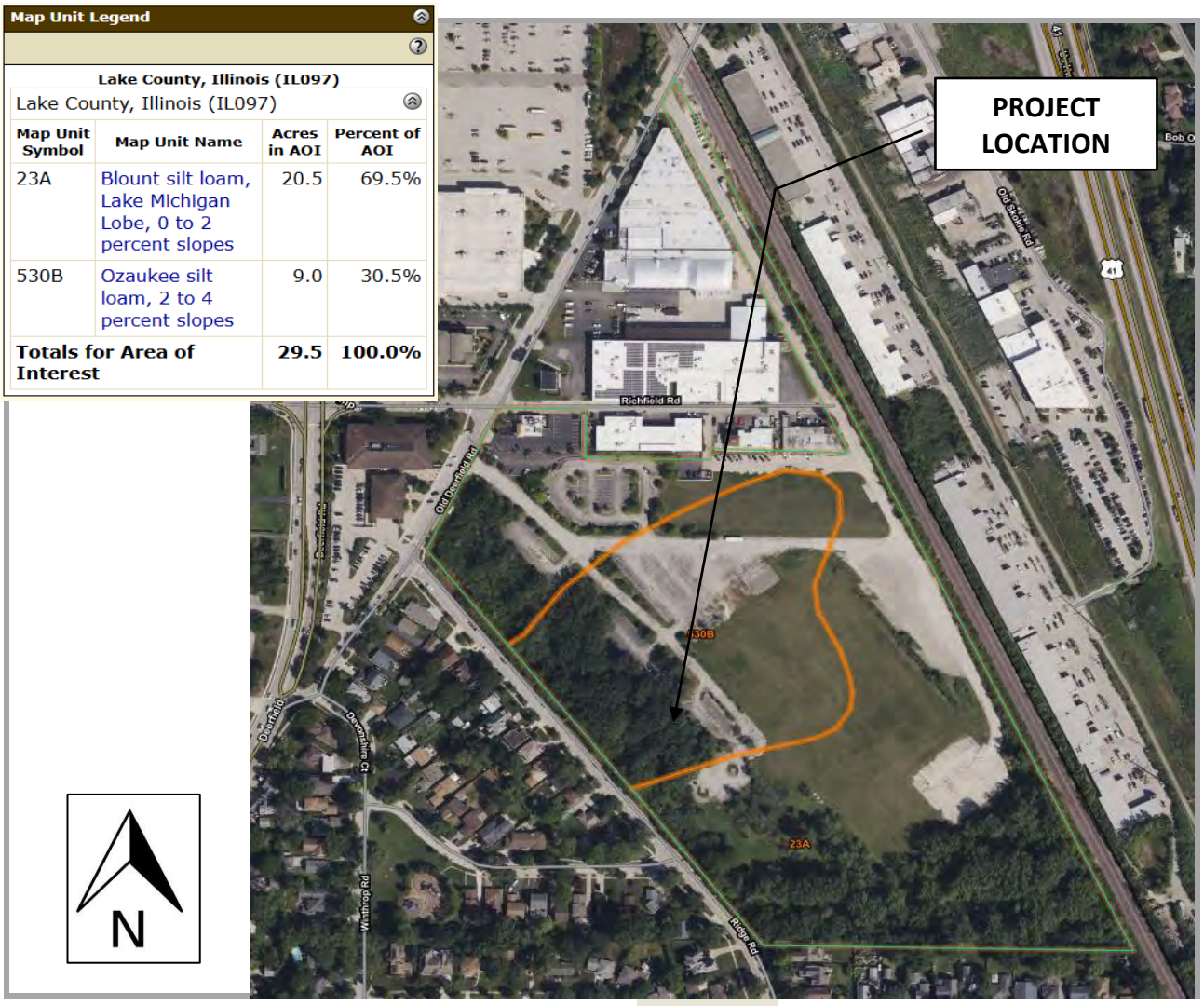


EXHIBIT # 2

Spaceco
Civil Engineering & Surveying

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

PROJECT:	**THE RESIDENCES AT HIGHLAND PARK**	**PROJECT #:**	11395.02
LOCATION:	**HIGHLAND PARK, IL**	**DATE:**	November 2025
		LAST REVISED:	

EXHIBIT TITLE: FEMA MAP
DESCRIPTION: MAP NUMBERS 17097C0133M & 17097C0134L

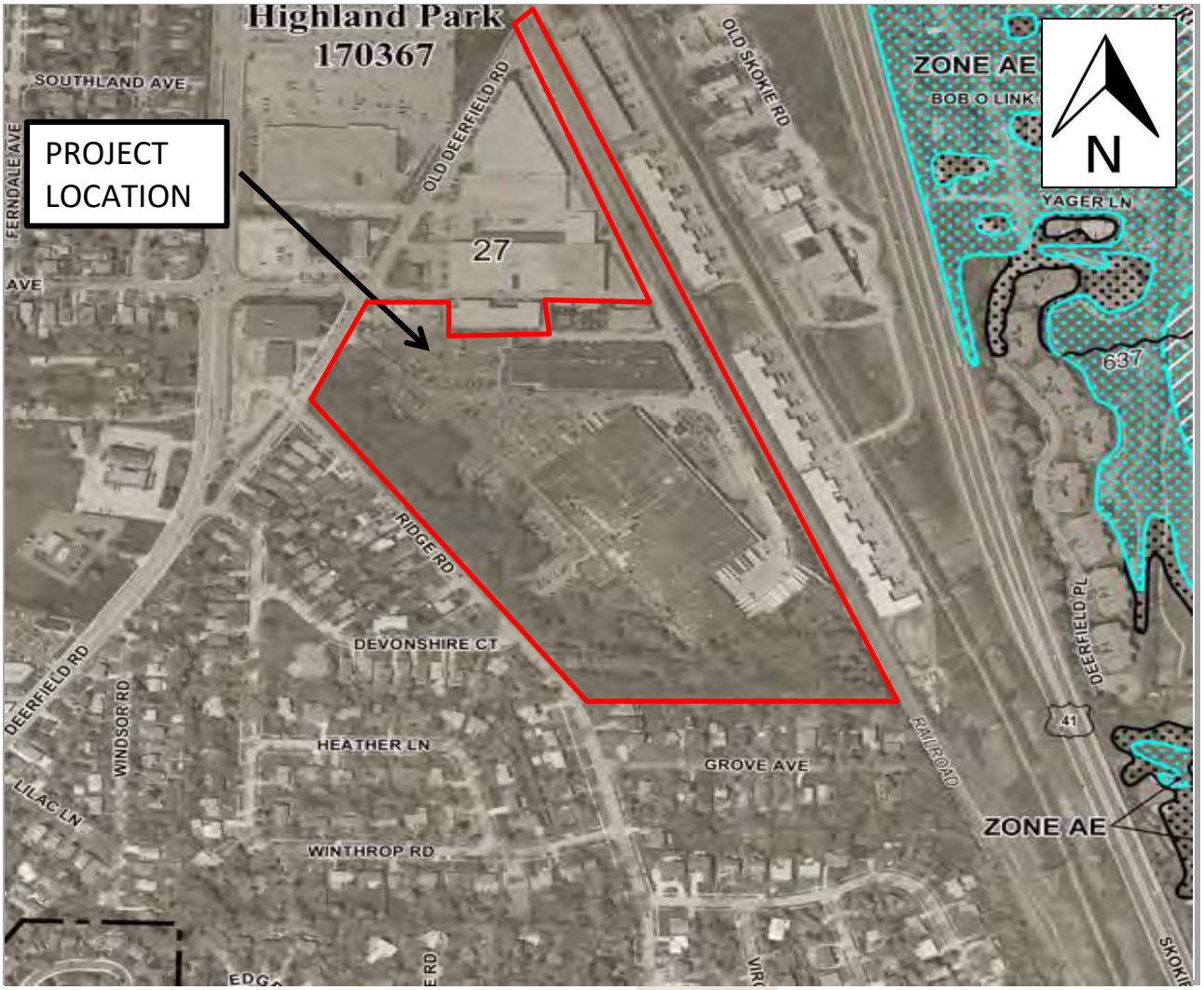


EXHIBIT # 3

Spaceco
Civil Engineering & Surveying

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

PROJECT:	**THE RESIDENCES AT HIGHLAND PARK**	**PROJECT #:**	11395.02
LOCATION:	**HIGHLAND PARK, IL**	**DATE:**	November 2025
		LAST REVISED:	

EXHIBIT TITLE: NATIONAL WETLAND INVENTORY MAP
DESCRIPTION: URBAN LAND ONLY

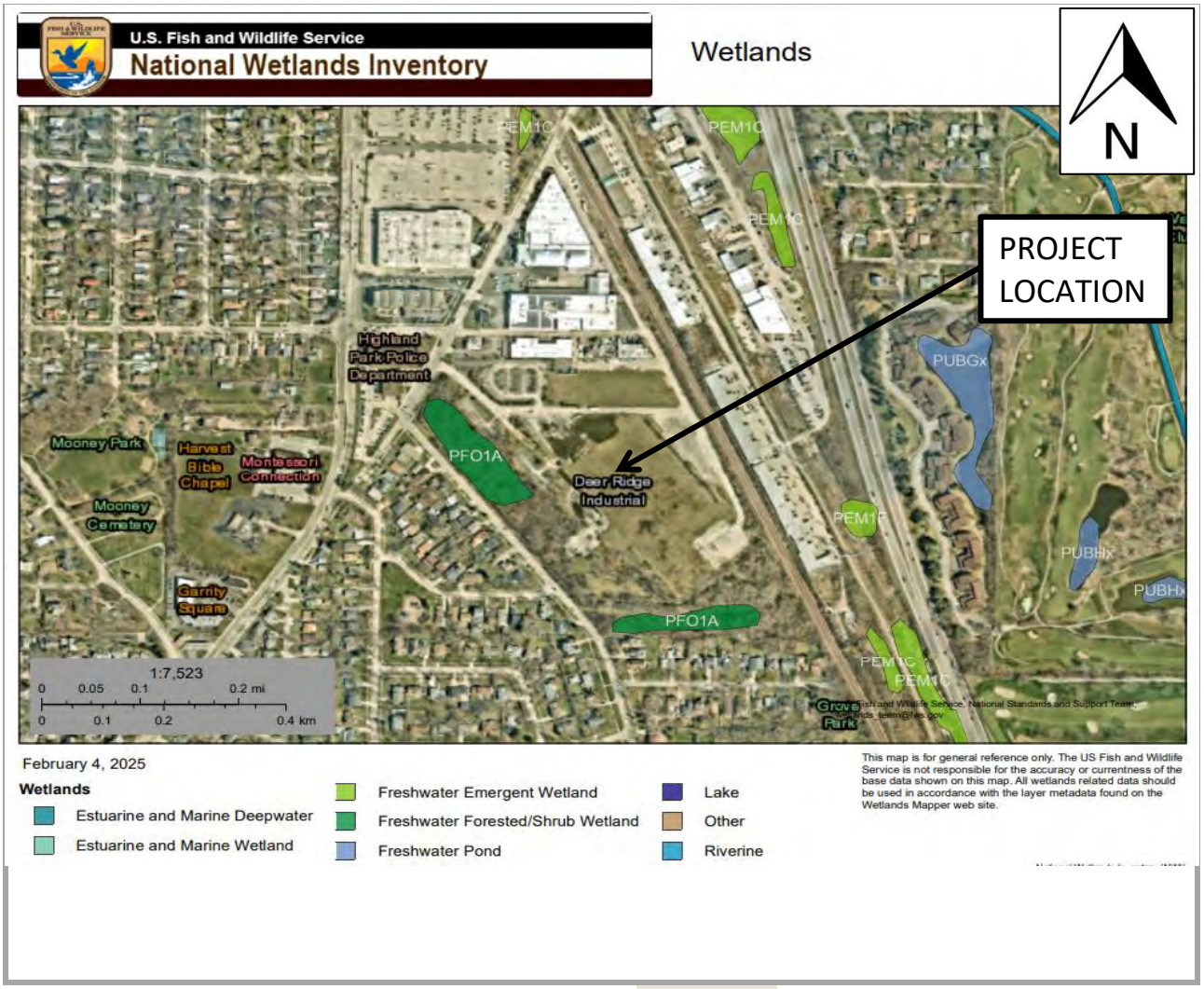


EXHIBIT # 4

Spaceco
Civil Engineering & Surveying

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

PROJECT:	**THE RESIDENCES AT HIGHLAND PARK**	**PROJECT #:**	11395.02
LOCATION:	**HIGHLAND PARK, IL**	**DATE:**	November 2025
		LAST REVISED:	

EXHIBIT TITLE: LAKE COUNTY WATERSHED MAP

DESCRIPTION: NORTH BRANCH CHICAGO RIVER WATERSHED - MIDDLE FORK CHICAGO RIVER

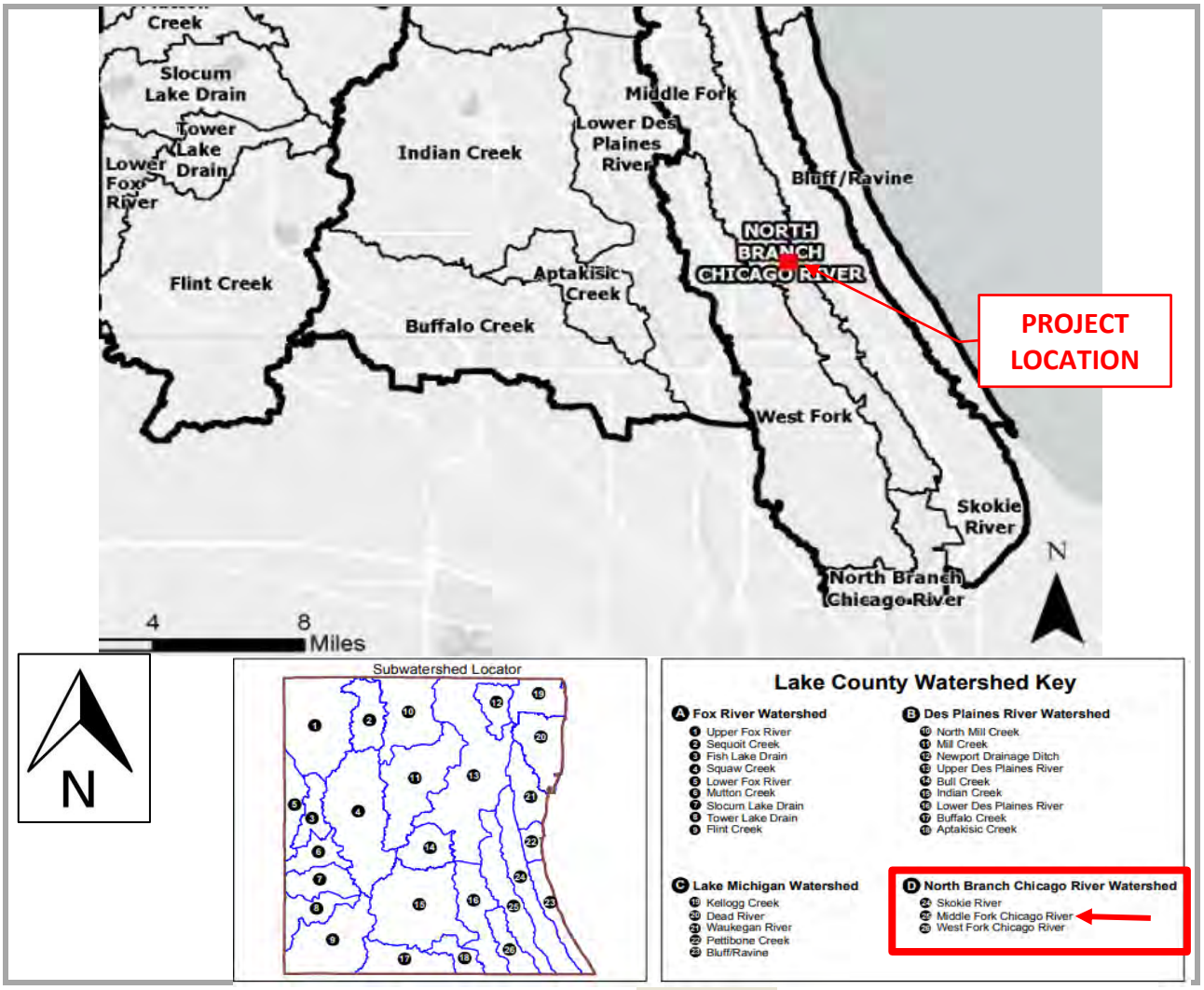


EXHIBIT # 5

Spaceco
Civil Engineering & Surveying

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

PROJECT:	**THE RESIDENCES AT HIGHLAND PARK**	**PROJECT #:**	11395.02
LOCATION:	**HIGHLAND PARK, IL**	**DATE:**	November 2025
		LAST REVISED:	

EXHIBIT TITLE: AERIAL MAP
DESCRIPTION: GOOGLE IMAGE

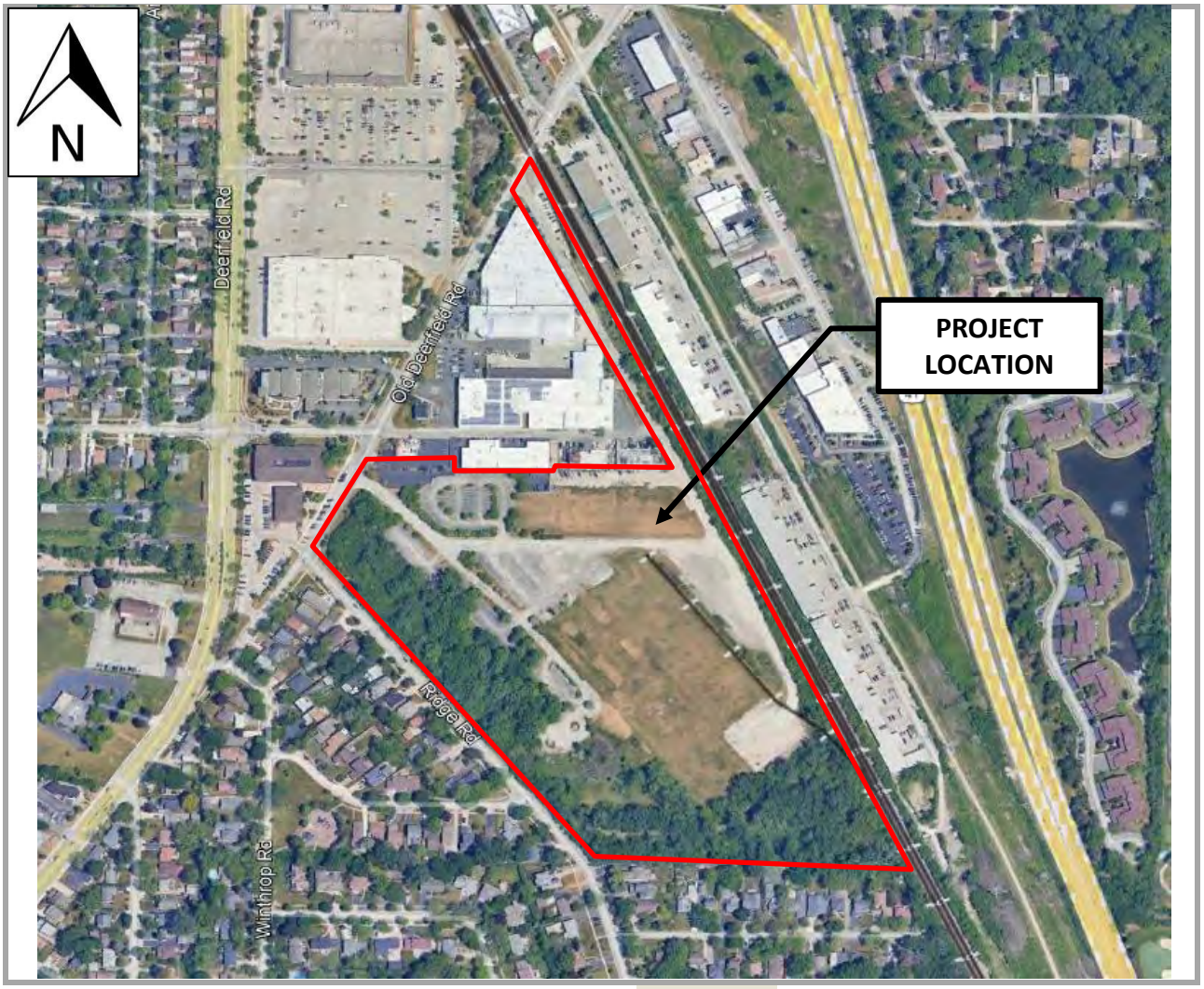


EXHIBIT # 6

SCALE 1" = 100'

0 100 200

LEGEND

IMPERVIOUS AREA

PERVIOUS AREA

SUMMARY OF PROPERTY AREA:

	AREA (ACRES)
IMPERVIOUS	12.346
PERVIOUS	16.268
TOTAL	28.614

NO.	DATE	REMARKS

NO.	DATE	REMARKS

PROPOSED DRAINAGE EXHIBIT

THE RESIDENCES AT HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 11395.02-PDE

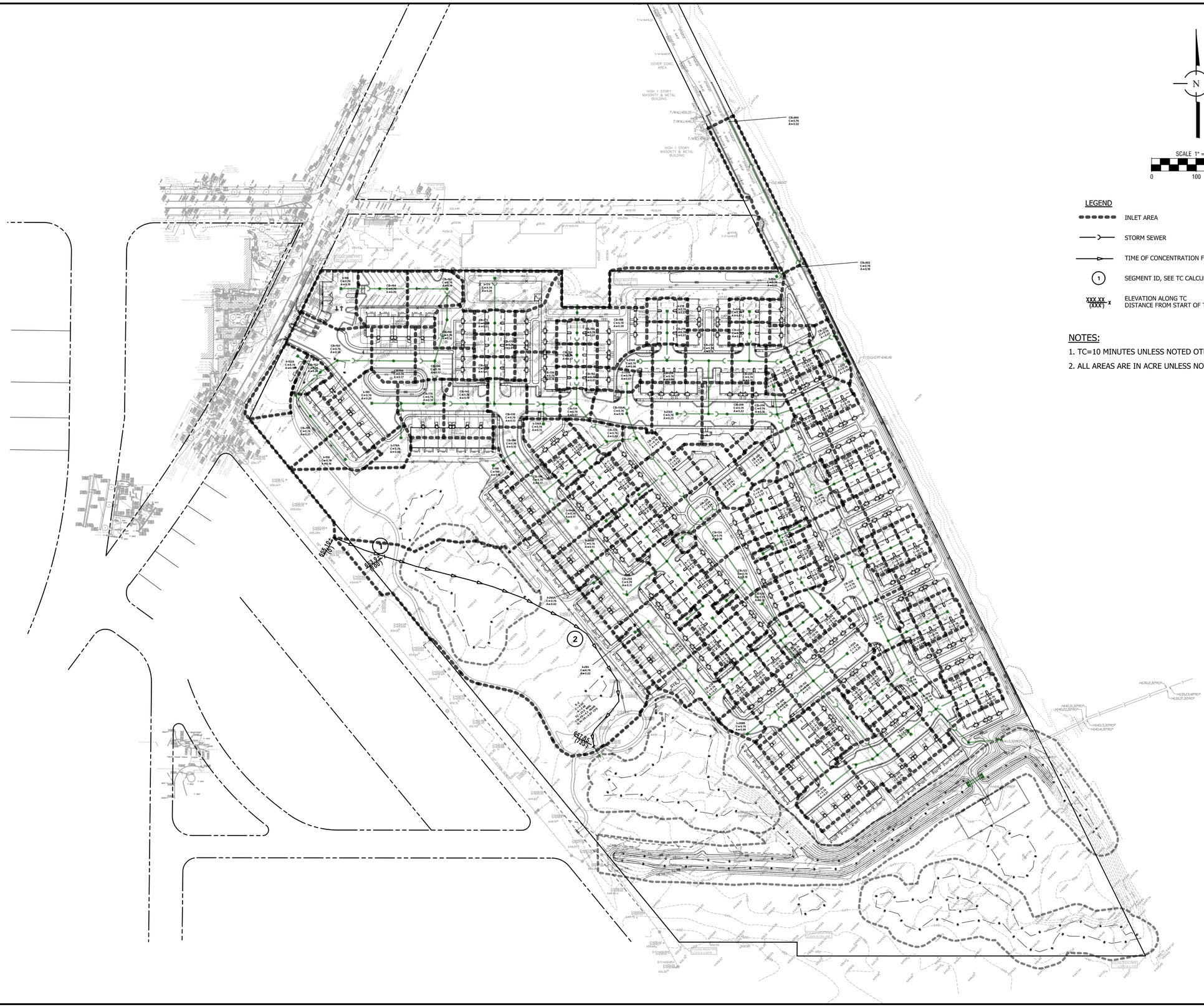
DATE: 11/25/25

JOB NO. 11395.02

SHEET PDE

1 OF 1

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NOTES:

1. TC=10 MINUTES UNLESS NOTED OTHERWISE
2. ALL AREAS ARE IN ACRE UNLESS NOTED OTHERWISE.

NO.	DATE	REMARKS

NO.	DATE	REMARKS

INLET AREA MAP

THE RESIDENCES AT HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 11395.02_IAM

DATE: 11/25/25

JOB NO. 11395.02

SHEET IAM 1 OF 1

N:\Projects\11395\11395.02-Habitat\DRAINAGE\FINAL\11395.02_IAM.dgn 'Default' User=sjohnson

SITE IMPROVEMENT PLANS
for

THE RESIDENCES AT HIGHLAND PARK

HIGHLAND PARK
LAKE COUNTY, ILLINOIS

PROJECT NO:11395.02

DEVELOPER
THE HABITAT COMPANY
350 W. HUBBARD STREET, SUITE 500
CHICAGO, ILLINOIS 60654
PHONE: (312) 527-5400

ARCHITECT
BSB DESIGN, INC
220 N. SMITH STREET
PALATINE, IL 60067
PHONE: (847) 705-2200

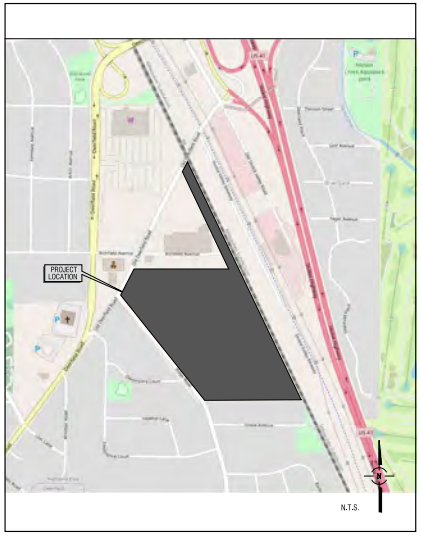
CALL J.U.L.I.E. 1-800-892-0123
WITH THE FOLLOWING:
COUNTY LAKE
CITY, TOWNSHIP HIGHLAND PARK
SEC. & ¼ SEC. NO. S27 T43N R12E
48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN. & HOLIDAYS

BENCHMARK
ELEVATION:
DESCRIPTION: SEE SHEET OVET FOR BENCHMARK INFORMATION

NOTE:
SPACECO, INC. IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

INDEX

SHEET #	SHEET I.D.	SHEET DESCRIPTION
1	C1	COVER SHEET
2	GN	TYPICAL SECTIONS & GENERAL NOTES
3	OVET	OVERALL EXISTING CONDITIONS PLAN
4-9	EC1-6	EXISTING CONDITIONS PLANS
10-15	DEM01-6	DEMOLITION PLANS
16	OVSP	OVERALL SITE PLAN
17-22	GM1-6	GEOMETRIC PLANS
23-28	GR1-6	GRADING PLANS
29-34	UT1-6	UTILITY PLANS
35-40	SE1-6	SOIL EROSION AND SEDIMENT CONTROL PLANS
41-42	SE7-8	SOIL EROSION AND SEDIMENT CONTROL NOTES AND DETAILS
43	S1	SPECIFICATIONS
44-46	D1-D3	DETAILS



REVISIONS

ORIGINAL PLAN DATE: NOVEMBER 25, 2025

#	SHEET #	REMARKS	DATE

ENGINEER
BRETT M. DUFFY, P.E.
ILLINOIS REGISTRATION NO.: 062-053198
EXPIRATION DATE: 11/30/2025
PROFESSIONAL DESIGN FIRM NO.: 184-001157
EXPIRATION DATE: 04/30/2027
THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT THE SIGNATURE, SEAL, AND EXPIRATION DATE OF SEAL OF THE ENGINEER.
11/25/25
DATE
LICENSED PROFESSIONAL ENGINEER BRETT M. DUFFY NO. 062-053198 ILLINOIS

THE RESIDENCES AT HIGHLAND PARK
HIGHLAND PARK
LAKE COUNTY, ILLINOIS

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

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoInc.com

FILENAME: 11395.02_TITLE
DATE: 11/25/25
JOB NO. 11395.02
SHEET C1
1 OF 1

N:\Projects\11395\11395.02-Habitat\ENG\11395.02_TITLE.dgn TITLE [Sheet] User-sjohnson

TAB 3
SITE RUNOFF REQUIREMENTS

STORMWATER MANAGEMENT PERMIT APPLICATION
FOR
THE RESIDENCES AT HIGHLAND PARK
CITY OF HIGHLAND PARK, LAKE COUNTY, IL

PREPARED FOR
HABITAT

PREPARED BY
SPACECO, INC.
9575 W. HIGGINS ROAD, SUITE 700
ROSEMONT, IL 60018

SPACECO PROJECT # 11395.02

NOVEMBER 2025



Proposed Storm Sewer Design

Spaceco
Civil Engineering & Surveying

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

PROJECT:	**THE RESIDENCES AT HIGHLAND PARK**	**PROJECT #:**	11395.02
LOCATION:	**HIGHLAND PARK, IL**	**DATE:**	November 2025
		LAST REVISED:	

CALCULATION TITLE: **RUNOFF COEFFICIENT CALCULATION**
DESCRIPTION: TOTAL AREA TRBUTARY TO PROPOSED STORM SEWER SYSTEMS
SITE CONDITION: PROPOSED

OVERALL

	AREA (ACRE)	C-FACTOR
IMPERVIOUS AREA	12.285	0.90
PERVIOUS AREA	5.367	0.45
TOTAL	**17.652**	**0.76**

NOTES:

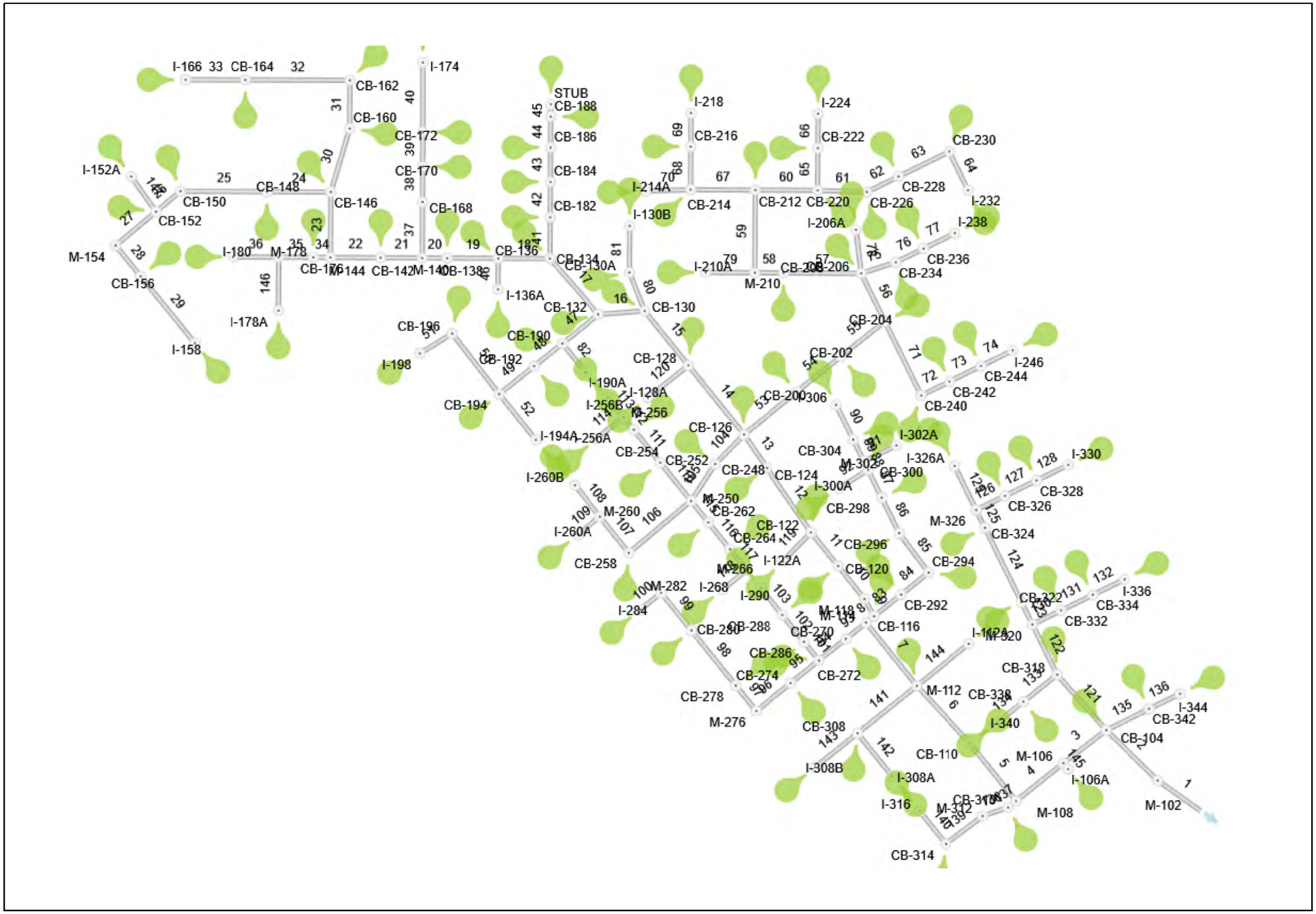
1) SEE EXHIBIT IAM FOR AREA TRIBUTARY TO ON-SITE STORM SEWER SYSTEMS.

Plan View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



Storm Sewer Tabulation

Project Name: Enter Project Name...

Stormwater Studio 2026 v 3.0.0.40

11-24-2025

Line ID	Length	Drng Area		Rational	C x A		Tc		Intensity	Total Q	Capacity	Velocity	Line		Invert Elev		HGL Elev		Surface Elev		Line No
		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Up	Dn	Up	Dn	Up	Dn	
	(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
Line 1	60.00	0.000	15.990	0.00	0.00	12.15	0.0	16.74	5.32	64.71	113.55	7.37	54	0.33	642.20	642.00	644.63	644.43	652.98	653.00	1
Line 2	84.00	0.140	15.990	0.76	0.11	12.15	10.0	16.52	5.36	65.15	96.15	6.19	54	0.24	642.40	642.20	645.21	645.05	651.45	652.98	2
Line 3	63.00	0.000	14.410	0.00	0.00	10.95	0.0	16.35	5.39	59.03	97.58	5.39	54	0.25	642.55	642.40	645.44	645.37	651.65	651.45	3
Line 4	70.00	0.000	14.220	0.00	0.00	10.81	0.0	16.12	5.43	58.67	74.28	5.16	54	0.14	642.65	642.55	645.67	645.57	651.75	651.65	4
Line 5	86.00	0.150	13.700	0.76	0.11	10.41	10.0	15.89	5.47	56.95	69.56	5.87	48	0.23	642.85	642.65	645.71	645.55	652.50	651.75	5
Line 6	91.00	0.170	13.550	0.76	0.13	10.30	10.0	15.59	5.52	56.86	57.93	5.26	48	0.16	643.00	642.85	646.21	646.06	651.60	652.50	6
Line 7	94.00	0.000	12.800	0.00	0.00	9.73	0.0	15.35	5.57	54.15	73.73	6.28	48	0.26	643.85	643.60	646.42	646.21	652.70	651.60	7
Line 8	12.00	0.060	11.880	0.76	0.05	9.03	10.0	15.32	5.57	50.30	92.37	5.60	48	0.41	643.90	643.85	646.56	646.56	652.55	652.70	8
Line 9	23.00	0.000	11.280	0.00	0.00	8.57	0.0	15.26	5.58	47.86	70.94	5.26	48	0.24	643.95	643.90	646.66	646.63	653.15	652.55	9
Line 10	49.00	0.120	11.280	0.76	0.09	8.57	10.0	15.06	5.62	48.18	45.00	4.01	48	0.10	644.00	643.95	647.65	647.60	652.60	653.15	10
Line 11	50.00	0.180	11.160	0.76	0.14	8.48	10.0	14.85	5.66	47.99	45.61	3.99	48	0.10	644.05	644.00	647.70	647.65	652.00	652.60	11
Line 12	91.00	0.180	10.960	0.76	0.14	8.33	10.0	14.50	5.73	47.69	47.64	3.97	48	0.11	644.15	644.05	647.78	647.70	652.00	652.00	12
Line 13	47.00	0.140	10.780	0.76	0.11	8.19	10.0	14.32	5.76	47.20	46.88	3.93	48	0.11	644.20	644.15	647.83	647.79	652.50	652.00	13
Line 14	103.00	0.220	7.000	0.76	0.17	5.32	10.0	13.97	5.83	31.02	44.33	4.98	42	0.19	646.00	645.80	648.16	647.96	652.50	652.50	14
Line 15	81.00	0.110	6.760	0.76	0.08	5.14	10.0	13.72	5.88	30.22	49.99	4.91	42	0.25	646.20	646.00	648.30	648.18	652.50	652.50	15
Line 16	54.00	0.090	6.420	0.76	0.07	4.88	10.0	13.52	5.92	28.90	28.09	4.52	36	0.18	646.30	646.20	648.84	648.75	652.50	652.50	16
Line 17	86.00	0.070	4.480	0.76	0.05	3.40	10.0	13.25	5.98	20.37	35.96	3.12	36	0.29	646.55	646.30	649.07	649.02	652.50	652.50	17
Line 18	60.00	0.180	3.670	0.76	0.14	2.79	10.0	13.03	6.03	16.81	33.36	2.66	36	0.25	646.70	646.55	649.15	649.13	652.50	652.50	18
Line 19	59.00	0.130	3.360	0.76	0.10	2.55	10.0	12.79	6.08	15.53	27.45	2.53	36	0.17	646.80	646.70	649.20	649.17	652.50	652.50	19
Line 20	29.00	0.000	3.230	0.00	0.00	2.45	0.0	12.66	6.11	15.00	27.69	2.49	36	0.17	646.85	646.80	649.22	649.20	653.20	652.50	20
Line 21	49.00	0.190	2.830	0.76	0.14	2.15	10.0	12.51	6.15	13.22	42.61	2.28	36	0.41	647.05	646.85	649.25	649.24	652.50	653.20	21
Line 22	58.00	0.000	2.640	0.00	0.00	2.01	0.0	12.33	6.19	12.41	43.79	2.38	36	0.43	647.30	647.05	649.27	649.26	652.75	652.50	22

Notes: IDF File = BULL 75Modified-2020.idf, Return Period = 10-yrs.

Project File: 11395.02-SYS100.sws

Storm Sewer Tabulation

Project Name: Enter Project Name...

Stormwater Studio 2026 v 3.0.0.40

11-24-2025

Line ID	Length	Drng Area		Rational	C x A		Tc		Intensity	Total Q	Capacity	Velocity	Line		Invert Elev		HGL Elev		Surface Elev		Line No
		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Up	Dn	Up	Dn	Up	Dn	
	(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
Line 23	76.00	0.170	2.070	0.76	0.13	1.57	10.0	11.99	6.27	9.86	18.22	2.44	30	0.20	647.45	647.30	649.31	649.28	652.70	652.75	23
Line 24	74.00	0.170	1.210	0.76	0.13	0.92	10.0	11.69	6.34	5.83	13.15	1.97	24	0.34	647.70	647.45	649.39	649.36	652.70	652.70	24
Line 25	101.00	0.360	1.040	0.76	0.27	0.79	10.0	11.21	6.46	5.11	11.36	1.91	24	0.25	647.95	647.70	649.45	649.41	652.50	652.70	25
Line 26	37.00	0.070	0.680	0.76	0.05	0.52	10.0	11.04	6.50	3.36	6.73	1.93	18	0.41	648.10	647.95	649.49	649.46	652.70	652.50	26
Line 27	61.00	0.000	0.430	0.00	0.00	0.33	10.0	10.85	6.55	2.14	7.40	2.61	15	1.31	648.90	648.10	649.53	649.50	655.30	652.70	27
Line 28	46.00	0.270	0.430	0.76	0.21	0.33	10.0	10.60	6.62	2.16	3.69	3.03	15	0.33	649.05	648.90	649.74	649.62	653.00	655.30	28
Line 29	100.00	0.160	0.160	0.76	0.12	0.12	10.0	10.00	6.78	0.82	2.38	1.73	12	0.45	649.50	649.05	649.97	649.87	653.00	653.00	29
Line 30	77.00	0.120	0.690	0.76	0.09	0.52	10.0	11.27	6.44	3.38	25.41	1.12	30	0.38	648.05	647.75	649.40	649.40	652.40	652.70	30
Line 31	56.00	0.180	0.570	0.76	0.14	0.43	10.0	11.00	6.51	2.82	6.28	1.82	18	0.36	648.25	648.05	649.41	649.38	652.00	652.40	31
Line 32	121.00	0.200	0.390	0.76	0.15	0.30	10.0	10.41	6.67	1.98	2.40	2.58	12	0.45	648.80	648.25	649.71	649.37	652.40	652.00	32
Line 33	70.00	0.190	0.190	0.76	0.14	0.14	10.0	10.00	6.78	0.98	2.34	1.42	12	0.43	649.10	648.80	649.83	649.79	652.60	652.40	33
Line 34	20.00	0.190	0.570	0.76	0.14	0.43	10.0	10.61	6.61	2.87	3.08	4.46	12	0.75	648.55	648.40	649.31	649.16	652.50	652.75	34
New	40.00	0.000	0.380	0.00	0.00	0.29	0.0	10.43	6.66	1.92	2.53	2.57	12	0.51	648.75	648.55	649.62	649.53	653.00	652.50	35
Line 36	53.00	0.290	0.290	0.76	0.22	0.22	10.0	10.00	6.78	1.50	2.44	2.20	12	0.47	649.00	648.75	649.73	649.66	652.50	653.00	36
Line 37	65.00	0.000	0.400	0.00	0.00	0.30	0.0	10.80	6.56	2.00	7.71	1.13	18	0.54	647.20	646.85	649.32	649.30	653.55	653.20	37
Line 38	41.00	0.070	0.400	0.76	0.05	0.30	10.0	10.61	6.61	2.01	4.51	1.64	15	0.49	647.40	647.20	649.34	649.30	653.55	653.55	38
Line 39	40.00	0.070	0.330	0.76	0.05	0.25	10.0	10.42	6.67	1.67	2.52	2.13	12	0.50	647.60	647.40	649.40	649.31	653.55	653.55	39
Line 40	81.00	0.260	0.260	0.76	0.20	0.20	10.0	10.00	6.78	1.34	2.50	1.71	12	0.49	648.00	647.60	649.54	649.42	651.50	653.55	40
Line 41	48.00	0.070	0.740	0.76	0.05	0.56	10.0	10.56	6.63	3.73	6.78	2.13	18	0.42	647.80	647.60	649.22	649.16	653.55	652.50	41
Line 42	41.00	0.070	0.670	0.76	0.05	0.51	10.0	10.39	6.68	3.40	4.51	2.77	15	0.49	648.00	647.80	649.25	649.17	653.55	653.55	42
Line 43	40.00	0.070	0.600	0.76	0.05	0.46	10.0	10.22	6.72	3.06	4.57	2.55	15	0.50	648.20	648.00	649.35	649.27	653.55	653.55	43
Line 44	36.00	0.390	0.530	0.76	0.30	0.40	10.0	10.07	6.76	2.72	4.81	2.42	15	0.56	648.40	648.20	649.41	649.37	651.50	653.55	44

Notes: IDF File = BULL 75Modified-2020.idf, Return Period = 10-yrs.

Project File: 11395.02-SYS100.sws

Storm Sewer Tabulation

Project Name: Enter Project Name...

Stormwater Studio 2026 v 3.0.0.40

11-24-2025

Line ID	Length	Drng Area		Rational	C x A		Tc		Intensity	Total Q	Capacity	Velocity	Line		Invert Elev		HGL Elev		Surface Elev		Line No
		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Up	Dn	Up	Dn	Up	Dn	
	(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
Line 45	14.00	0.140	0.140	0.76	0.11	0.11	10.0	10.00	6.78	0.72	3.01	0.92	12	0.71	648.50	648.40	649.50	649.50	652.00	651.50	45
Line 46	36.00	0.130	0.130	0.76	0.10	0.10	10.0	10.00	6.78	0.67	4.20	1.91	12	1.39	649.00	648.50	649.35	649.25	652.50	652.50	46
Line 47	54.00	0.060	1.850	0.76	0.05	1.41	10.0	10.89	6.54	9.20	24.96	2.01	30	0.37	647.00	646.80	649.12	649.10	653.55	652.50	47
Line 48	42.00	0.060	1.710	0.76	0.05	1.30	10.0	10.74	6.58	8.55	13.52	2.73	24	0.36	647.15	647.00	649.13	649.07	653.55	653.55	48
Line 49	52.00	0.170	1.650	0.76	0.13	1.25	10.0	10.53	6.64	8.32	12.15	2.68	24	0.29	647.30	647.15	649.19	649.13	652.50	653.55	49
Line 50	89.00	0.130	1.310	0.76	0.10	1.00	10.0	10.12	6.75	6.72	10.72	2.21	24	0.22	647.50	647.30	649.30	649.23	652.50	652.50	50
Line 51	44.00	1.180	1.180	0.76	0.90	0.90	10.0	10.00	6.78	6.08	6.88	4.96	15	1.14	648.00	647.50	649.39	648.99	651.50	652.50	51
Line 52	68.00	0.170	0.170	0.76	0.13	0.13	10.0	10.00	6.78	0.88	3.05	2.16	12	0.74	649.00	648.50	649.40	649.28	652.50	652.50	52
Line 53	79.00	0.180	2.660	0.76	0.14	2.02	10.0	13.24	5.98	12.09	41.10	1.71	36	0.38	644.50	644.20	648.06	648.03	652.40	652.50	53
Line 54	66.00	0.090	2.480	0.76	0.07	1.88	10.0	13.00	6.04	11.38	36.71	1.61	36	0.30	644.70	644.50	648.08	648.06	652.40	652.40	54
Line 55	65.00	0.190	2.390	0.76	0.14	1.82	10.0	12.76	6.09	11.06	37.00	1.56	36	0.31	644.90	644.70	648.10	648.08	651.65	652.40	55
Line 56	62.00	0.160	1.840	0.76	0.12	1.40	10.0	12.52	6.14	8.59	37.87	1.22	36	0.32	645.10	644.90	648.13	648.12	651.65	651.65	56
Line 57	90.00	0.220	1.450	0.76	0.17	1.10	10.0	12.20	6.22	6.85	27.34	1.40	30	0.44	645.50	645.10	648.14	648.12	651.65	651.65	57
Line 58	34.00	0.000	1.230	0.00	0.00	0.93	0.0	12.08	6.24	5.84	31.46	1.19	30	0.59	645.70	645.50	648.16	648.15	652.35	651.65	58
Line 59	96.00	0.180	1.000	0.76	0.14	0.76	10.0	11.66	6.35	4.82	12.64	1.54	24	0.31	646.00	645.70	648.19	648.14	652.30	652.35	59
Line 60	73.00	0.100	0.530	0.76	0.08	0.40	10.0	11.35	6.42	2.59	4.78	2.11	15	0.55	646.40	646.00	648.27	648.15	652.30	652.30	60
Line 61	57.00	0.070	0.290	0.76	0.05	0.22	10.0	11.07	6.49	1.43	4.68	1.17	15	0.53	646.70	646.40	648.35	648.32	652.30	652.30	61
Line 62	41.00	0.110	0.220	0.76	0.08	0.17	10.0	10.85	6.55	1.10	2.49	1.40	12	0.49	646.90	646.70	648.38	648.34	652.30	652.30	62
Line 63	66.00	0.070	0.110	0.76	0.05	0.08	10.0	10.40	6.67	0.56	2.40	0.71	12	0.45	647.20	646.90	648.42	648.40	651.00	652.30	63
Line 64	50.00	0.040	0.040	0.76	0.03	0.03	10.0	10.00	6.78	0.21	2.76	0.27	12	0.60	647.50	647.20	648.42	648.42	651.00	651.00	64
Line 65	49.00	0.070	0.140	0.76	0.05	0.11	10.0	10.29	6.70	0.71	2.54	2.77	12	0.51	648.85	648.60	649.21	648.96	652.55	652.30	65
Line 66	40.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	6.78	0.36	2.52	1.44	12	0.50	649.05	648.85	649.35	649.31	652.55	652.55	66

Notes: IDF File = BULL 75Modified-2020.idf, Return Period = 10-yrs.

Project File: 11395.02-SYS100.sws

Storm Sewer Tabulation

Project Name: Enter Project Name...

Stormwater Studio 2026 v 3.0.0.40

11-24-2025

Line ID	Length	Drng Area		Rational	C x A		Tc		Intensity	Total Q	Capacity	Velocity	Line		Invert Elev		HGL Elev		Surface Elev		Line No
		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Up	Dn	Up	Dn	Up	Dn	
	(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
Line 67	75.00	0.090	0.290	0.76	0.07	0.22	10.0	10.53	6.64	1.46	2.43	3.24	12	0.47	648.95	648.60	649.51	649.16	653.05	652.30	67
Line 68	50.00	0.070	0.140	0.76	0.05	0.11	10.0	10.26	6.71	0.71	2.98	1.89	12	0.70	649.30	648.95	649.68	649.65	653.05	653.05	68
Line 69	39.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	6.78	0.36	2.85	1.61	12	0.64	649.55	649.30	649.81	649.77	653.05	653.05	69
Line 70	52.00	0.060	0.060	0.76	0.05	0.05	10.0	10.00	6.78	0.31	2.47	0.68	12	0.48	649.20	648.95	649.67	649.67	652.70	653.05	70
Line 71	96.00	0.180	0.360	0.76	0.14	0.27	10.0	10.76	6.58	1.80	2.44	3.39	12	0.47	648.45	648.00	649.09	648.64	651.60	651.65	71
Line 72	37.00	0.040	0.180	0.76	0.03	0.14	10.0	10.55	6.63	0.91	2.62	1.60	12	0.54	648.65	648.45	649.26	649.24	652.45	651.60	72
Line 73	41.00	0.070	0.140	0.76	0.05	0.11	10.0	10.30	6.70	0.71	2.49	1.73	12	0.49	648.85	648.65	649.30	649.28	652.55	652.45	73
Line 74	41.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	6.78	0.36	2.49	1.27	12	0.49	649.05	648.85	649.38	649.35	652.55	652.55	74
Line 75	42.00	0.060	0.210	0.76	0.05	0.16	10.0	10.52	6.64	1.06	2.46	3.01	12	0.48	648.20	648.00	648.66	648.46	652.10	651.65	75
Line 76	36.00	0.090	0.150	0.76	0.07	0.11	10.0	10.32	6.70	0.76	2.65	2.22	12	0.56	648.40	648.20	648.79	648.75	652.10	652.10	76
Line 77	41.00	0.060	0.060	0.76	0.05	0.05	10.0	10.00	6.78	0.31	2.49	1.15	12	0.49	648.60	648.40	648.91	648.89	652.10	652.10	77
Line 78	51.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	6.78	0.10	4.99	1.61	12	1.96	649.50	648.50	649.64	648.64	653.00	651.65	78
Line 79	57.00	0.230	0.230	0.76	0.17	0.17	10.0	10.00	6.78	1.19	2.36	3.00	12	0.44	648.55	648.30	649.05	648.80	652.05	652.35	79
Line 80	48.00	0.160	0.230	0.76	0.12	0.17	10.0	10.40	6.67	1.17	2.57	3.19	12	0.52	648.65	648.40	649.12	648.87	652.15	652.50	80
Line 81	54.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	6.78	0.36	2.45	1.00	12	0.47	648.90	648.65	649.29	649.27	652.40	652.15	81
Line 82	43.00	0.080	0.080	0.76	0.06	0.06	10.0	10.00	6.78	0.41	2.72	2.37	12	0.58	650.05	649.80	650.32	650.07	653.55	653.55	82
Line 83	40.00	0.060	0.540	0.76	0.05	0.41	10.0	11.43	6.40	2.63	3.11	4.44	12	0.76	647.70	647.40	648.41	648.10	652.55	652.55	83
Line 84	41.00	0.090	0.480	0.76	0.07	0.36	10.0	11.24	6.45	2.35	2.48	3.45	12	0.49	647.90	647.70	648.70	648.53	652.55	652.55	84
Line 85	57.00	0.070	0.390	0.76	0.05	0.30	10.0	10.96	6.52	1.93	2.36	2.82	12	0.44	648.15	647.90	648.92	648.78	652.55	652.55	85
Line 86	46.00	0.080	0.320	0.76	0.06	0.24	10.0	10.74	6.58	1.60	2.63	2.66	12	0.55	648.40	648.15	649.05	648.97	652.55	652.55	86
Line 87	36.00	0.050	0.240	0.76	0.04	0.18	10.0	10.57	6.63	1.21	2.95	2.57	12	0.69	648.65	648.40	649.15	649.12	652.55	652.55	87
Line 88	11.00	0.000	0.170	0.00	0.00	0.13	0.0	10.51	6.64	0.86	2.36	1.84	12	0.44	648.70	648.65	649.25	649.25	652.70	652.55	88

Notes: IDF File = BULL 75Modified-2020.idf, Return Period = 10-yrs.

Project File: 11395.02-SYS100.sws

Storm Sewer Tabulation

Project Name: Enter Project Name...

Stormwater Studio 2026 v 3.0.0.40

11-24-2025

Line ID	Length	Drng Area		Rational	C x A		Tc		Intensity	Total Q	Capacity	Velocity	Line		Invert Elev		HGL Elev		Surface Elev		Line No
		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Up	Dn	Up	Dn	Up	Dn	
	(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
Line 89	28.00	0.080	0.150	0.76	0.06	0.11	10.0	10.34	6.69	0.76	2.63	2.01	12	0.54	648.85	648.70	649.28	649.26	652.55	652.70	89
Line 90	45.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	6.78	0.36	2.37	1.26	12	0.44	649.05	648.85	649.38	649.35	652.55	652.55	90
Line 91	42.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	6.78	0.10	2.48	1.55	12	0.49	649.50	649.30	649.64	649.44	653.00	652.70	91
Line 92	40.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	6.78	0.10	3.80	1.16	12	1.14	649.50	649.05	649.64	649.29	653.00	652.55	92
Line 93	30.00	0.060	0.920	0.76	0.05	0.70	10.0	12.00	6.26	4.38	7.37	4.35	18	0.49	646.50	646.35	647.33	647.19	652.55	652.70	93
Line 94	40.00	0.050	0.860	0.76	0.04	0.65	10.0	11.84	6.30	4.12	7.49	4.02	18	0.51	646.70	646.50	647.49	647.41	652.55	652.55	94
Line 95	42.00	0.060	0.600	0.76	0.05	0.46	10.0	11.69	6.34	2.89	8.79	2.95	18	0.70	647.00	646.70	647.70	647.70	652.55	652.55	95
Line 96	52.00	0.000	0.540	0.00	0.00	0.41	0.0	11.47	6.39	2.62	2.74	3.97	12	0.59	647.30	647.00	648.09	647.78	651.50	652.55	96
Line 97	38.00	0.210	0.540	0.76	0.16	0.41	10.0	11.32	6.43	2.64	2.87	4.11	12	0.65	647.55	647.30	648.30	648.07	651.00	651.50	97
Line 98	82.00	0.310	0.330	0.76	0.24	0.25	10.0	10.89	6.54	1.64	2.32	2.37	12	0.43	647.90	647.55	648.65	648.50	651.00	651.00	98
Line 99	56.00	0.000	0.020	0.00	0.00	0.02	0.0	10.28	6.71	0.10	2.40	0.18	12	0.46	648.15	647.90	648.75	648.75	651.65	651.00	99
Line 100	31.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	6.78	0.10	3.22	0.32	12	0.82	648.40	648.15	648.75	648.75	651.90	651.65	100
Line 101	27.61	0.050	0.210	0.76	0.04	0.16	10.0	10.51	6.64	1.06	2.63	3.17	12	0.55	648.65	648.50	649.10	648.95	652.55	652.55	101
Line 102	40.16	0.070	0.160	0.76	0.05	0.12	10.0	10.27	6.71	0.82	2.49	2.32	12	0.49	648.85	648.65	649.25	649.19	652.55	652.55	102
Line 103	39.89	0.090	0.090	0.76	0.07	0.07	10.0	10.00	6.78	0.46	2.55	1.64	12	0.51	649.05	648.85	649.38	649.35	652.55	652.55	103
Line 104	48.00	0.030	0.980	0.76	0.02	0.74	10.0	11.37	6.42	4.78	5.92	3.72	18	0.32	647.90	647.75	648.92	648.77	652.00	652.50	104
Line 105	51.00	0.000	0.950	0.00	0.00	0.72	0.0	11.13	6.48	4.68	5.69	3.58	18	0.29	648.05	647.90	649.09	648.94	653.60	652.00	105
Line 106	94.00	0.310	0.460	0.76	0.24	0.35	10.0	10.69	6.59	2.31	2.47	2.94	12	0.48	648.50	648.05	649.49	649.16	651.60	653.60	106
Line 107	54.00	0.000	0.150	0.00	0.00	0.11	0.0	10.36	6.68	0.76	2.41	1.00	12	0.46	648.75	648.50	649.64	649.61	652.30	651.60	107
Line 108	47.00	0.130	0.130	0.76	0.10	0.10	10.0	10.00	6.78	0.67	2.61	1.08	12	0.54	649.00	648.75	649.65	649.64	652.50	652.30	108
Line 109	33.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	6.78	0.10	2.44	0.15	12	0.47	648.90	648.75	649.65	649.65	652.40	652.30	109
Line 110	57.00	0.070	0.250	0.76	0.05	0.19	10.0	10.82	6.56	1.25	2.36	3.05	12	0.44	649.55	649.30	650.07	649.82	653.55	653.60	110

Notes: IDF File = BULL 75Modified-2020.idf, Return Period = 10-yrs.

Project File: 11395.02-SYS100.sws

Storm Sewer Tabulation

Project Name: Enter Project Name...

Stormwater Studio 2026 v 3.0.0.40

11-24-2025

Line ID	Length	Drng Area		Rational	C x A		Tc		Intensity	Total Q	Capacity	Velocity	Line		Invert Elev		HGL Elev		Surface Elev		Line No
		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Up	Dn	Up	Dn	Up	Dn	
	(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
Line 111	49.00	0.080	0.180	0.76	0.06	0.14	10.0	10.55	6.63	0.91	2.57	2.34	12	0.52	649.80	649.55	650.23	650.16	653.55	653.55	111
Line 112	19.00	0.000	0.100	0.00	0.00	0.08	0.0	10.42	6.67	0.51	2.49	1.36	12	0.49	649.90	649.80	650.34	650.33	653.90	653.55	112
Line 113	29.00	0.080	0.080	0.76	0.06	0.06	10.0	10.00	6.78	0.41	2.62	1.59	12	0.54	650.05	649.90	650.37	650.35	653.55	653.90	113
Line 114	40.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	6.78	0.10	2.55	1.58	12	0.51	650.50	650.30	650.64	650.43	654.00	653.90	114
Line 115	32.00	0.150	0.240	0.76	0.11	0.18	10.0	10.84	6.55	1.20	2.44	3.09	12	0.47	648.90	648.75	649.39	649.24	653.05	653.60	115
Line 116	40.00	0.070	0.090	0.76	0.05	0.07	10.0	10.57	6.63	0.45	2.55	1.12	12	0.51	649.10	648.90	649.54	649.53	653.05	653.05	116
Line 117	31.00	0.000	0.020	0.00	0.00	0.02	0.0	10.23	6.72	0.10	2.44	0.38	12	0.47	649.25	649.10	649.57	649.57	652.75	653.05	117
Line 118	36.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	6.78	0.10	5.13	1.04	12	2.08	650.00	649.25	650.13	649.57	653.50	652.75	118
Line 119	47.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	6.78	0.10	5.18	1.61	12	2.12	650.00	649.00	650.13	649.14	653.50	652.00	119
Line 120	60.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	6.78	0.10	5.64	1.61	12	2.50	650.50	649.00	650.63	649.13	654.00	652.50	120
Line 121	86.00	0.180	1.300	0.76	0.14	0.99	10.0	11.73	6.33	6.25	10.88	3.59	24	0.23	646.90	646.70	647.98	647.79	651.45	651.45	121
Line 122	65.00	0.000	0.980	0.00	0.00	0.74	0.0	11.43	6.40	4.77	5.87	3.53	18	0.31	647.10	646.90	648.16	647.99	651.87	651.45	122
Line 123	29.00	0.170	0.800	0.76	0.13	0.61	10.0	11.32	6.43	3.91	4.56	3.63	15	0.50	647.25	647.10	648.24	648.16	651.50	651.87	123
Line 124	96.00	0.230	0.630	0.76	0.17	0.48	10.0	10.87	6.55	3.13	3.91	2.96	15	0.37	647.60	647.25	648.54	648.34	651.50	651.50	124
Line 125	23.00	0.000	0.400	0.00	0.00	0.30	0.0	10.75	6.58	2.00	2.36	2.57	12	0.44	647.70	647.60	648.66	648.59	651.80	651.50	125
Line 126	37.00	0.050	0.190	0.76	0.04	0.14	10.0	10.55	6.63	0.96	2.63	3.08	12	0.55	648.65	648.45	649.07	648.87	652.45	651.80	126
Line 127	41.00	0.070	0.140	0.76	0.05	0.11	10.0	10.30	6.70	0.71	2.48	2.20	12	0.49	648.85	648.65	649.22	649.16	652.55	652.45	127
Line 128	41.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	6.78	0.36	2.48	1.42	12	0.49	649.05	648.85	649.35	649.32	652.55	652.55	128
Line 129	57.00	0.210	0.210	0.76	0.16	0.16	10.0	10.00	6.78	1.08	2.58	1.52	12	0.53	648.00	647.70	648.77	648.73	651.50	651.80	129
Line 130	37.00	0.040	0.180	0.76	0.03	0.14	10.0	10.55	6.63	0.91	2.63	3.03	12	0.55	648.65	648.45	649.06	648.86	652.45	651.87	130
Line 131	41.00	0.070	0.140	0.76	0.05	0.11	10.0	10.30	6.70	0.71	2.48	2.30	12	0.49	648.85	648.65	649.22	649.15	652.55	652.45	131
Line 132	41.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	6.78	0.36	2.48	1.43	12	0.49	649.05	648.85	649.35	649.32	652.55	652.55	132

Notes: IDF File = BULL 75Modified-2020.idf, Return Period = 10-yrs.

Project File: 11395.02-SYS100.sws

Storm Sewer Tabulation

Project Name: Enter Project Name...

Stormwater Studio 2026 v 3.0.0.40

11-24-2025

Line ID	Length	Drng Area		Rational	C x A		Tc		Intensity	Total Q	Capacity	Velocity	Line		Invert Elev		HGL Elev		Surface Elev		Line No
		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Up	Dn	Up	Dn	Up	Dn	
	(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
Line 133	50.00	0.070	0.140	0.76	0.05	0.11	10.0	10.28	6.70	0.71	2.97	2.82	12	0.70	648.30	647.95	648.65	648.31	652.55	651.45	133
Line 134	39.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	6.78	0.36	2.55	2.27	12	0.51	649.05	648.85	649.31	649.10	652.55	652.55	134
Line 135	56.00	0.070	0.140	0.76	0.05	0.11	10.0	10.30	6.70	0.71	2.63	2.81	12	0.55	648.20	647.90	648.56	648.26	652.55	651.45	135
Line 136	40.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	6.78	0.36	2.49	2.26	12	0.49	649.05	648.85	649.30	649.11	652.55	652.55	136
Line 137	12.00	0.180	0.520	0.76	0.14	0.40	10.0	10.72	6.59	2.60	3.29	4.54	12	0.86	647.55	647.45	648.23	648.13	651.50	651.75	137
Line 138	31.00	0.000	0.340	0.00	0.00	0.26	0.0	10.57	6.63	1.71	2.52	2.37	12	0.50	647.70	647.55	648.52	648.47	651.90	651.50	138
Line 139	54.00	0.210	0.340	0.76	0.16	0.26	10.0	10.30	6.70	1.73	2.41	2.77	12	0.46	647.95	647.70	648.63	648.52	651.50	651.90	139
Line 140	49.00	0.130	0.130	0.76	0.10	0.10	10.0	10.00	6.78	0.67	2.57	1.22	12	0.52	648.20	647.95	648.77	648.76	651.70	651.50	140
Line 141	88.00	0.150	0.380	0.76	0.11	0.29	10.0	10.45	6.66	1.92	2.42	3.41	12	0.46	647.80	647.40	648.48	648.07	651.60	651.60	141
Line 142	64.00	0.150	0.150	0.76	0.11	0.11	10.0	10.00	6.78	0.77	2.82	1.59	12	0.63	648.20	647.80	648.67	648.64	651.70	651.60	142
Line 143	63.00	0.080	0.080	0.76	0.06	0.06	10.0	10.00	6.78	0.41	2.48	0.74	12	0.49	648.10	647.80	648.66	648.65	651.60	651.60	143
Line 144	78.00	0.200	0.200	0.76	0.15	0.15	10.0	10.00	6.78	1.03	3.38	3.19	12	0.90	648.10	647.40	648.53	647.83	651.60	651.60	144
Line 145	9.00	0.190	0.190	0.76	0.14	0.14	10.0	10.00	6.78	0.98	3.75	3.13	12	1.11	648.00	647.90	648.42	648.32	651.50	651.65	145
Line 146	62.00	0.090	0.090	0.76	0.07	0.07	10.0	10.00	6.78	0.46	2.48	2.42	12	0.49	650.05	649.75	650.35	650.05	653.55	653.00	146
Line 147	50.00	0.180	0.180	0.76	0.14	0.14	10.0	10.00	6.78	0.93	5.74	3.08	12	2.60	650.50	649.20	650.91	649.61	654.00	652.70	147

Notes: IDF File = BULL 75Modified-2020.idf, Return Period = 10-yrs.

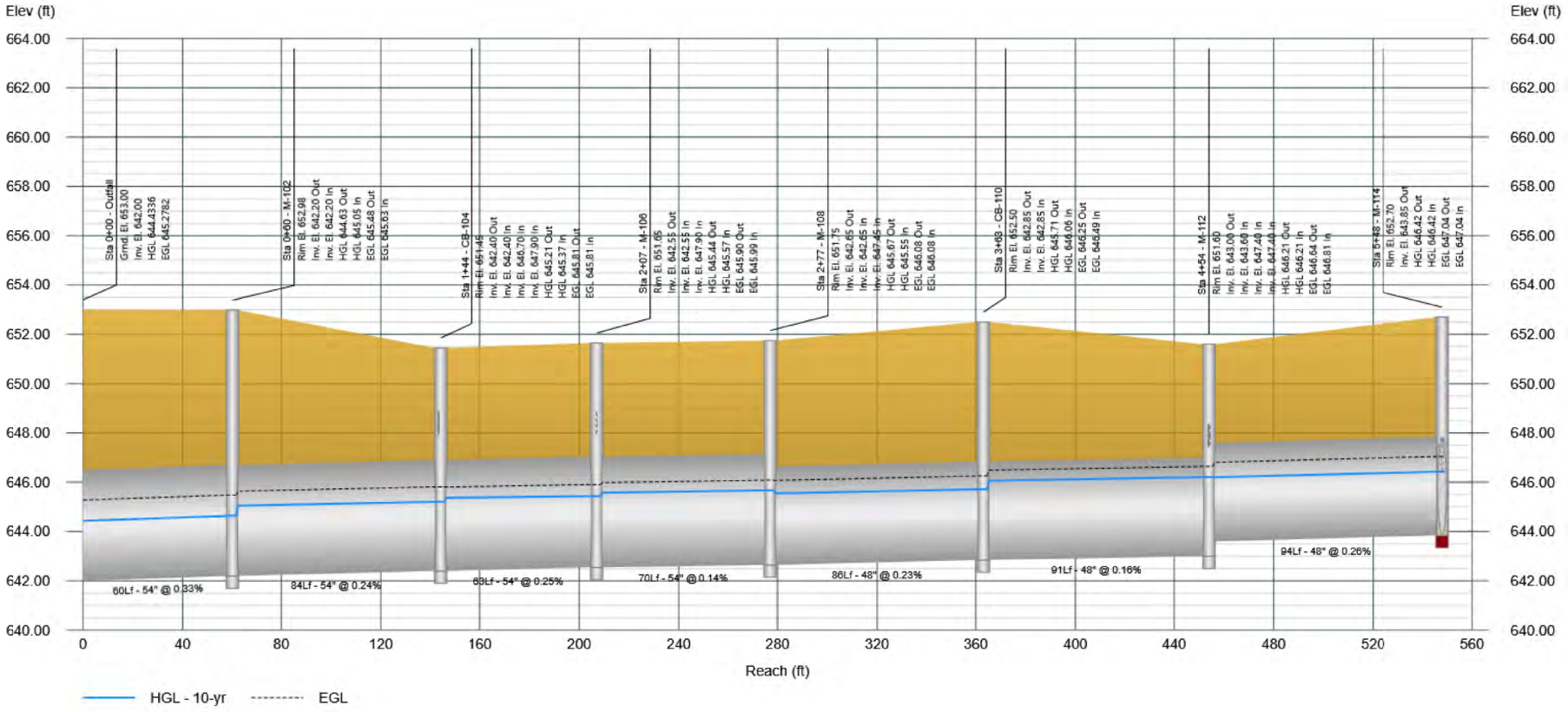
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

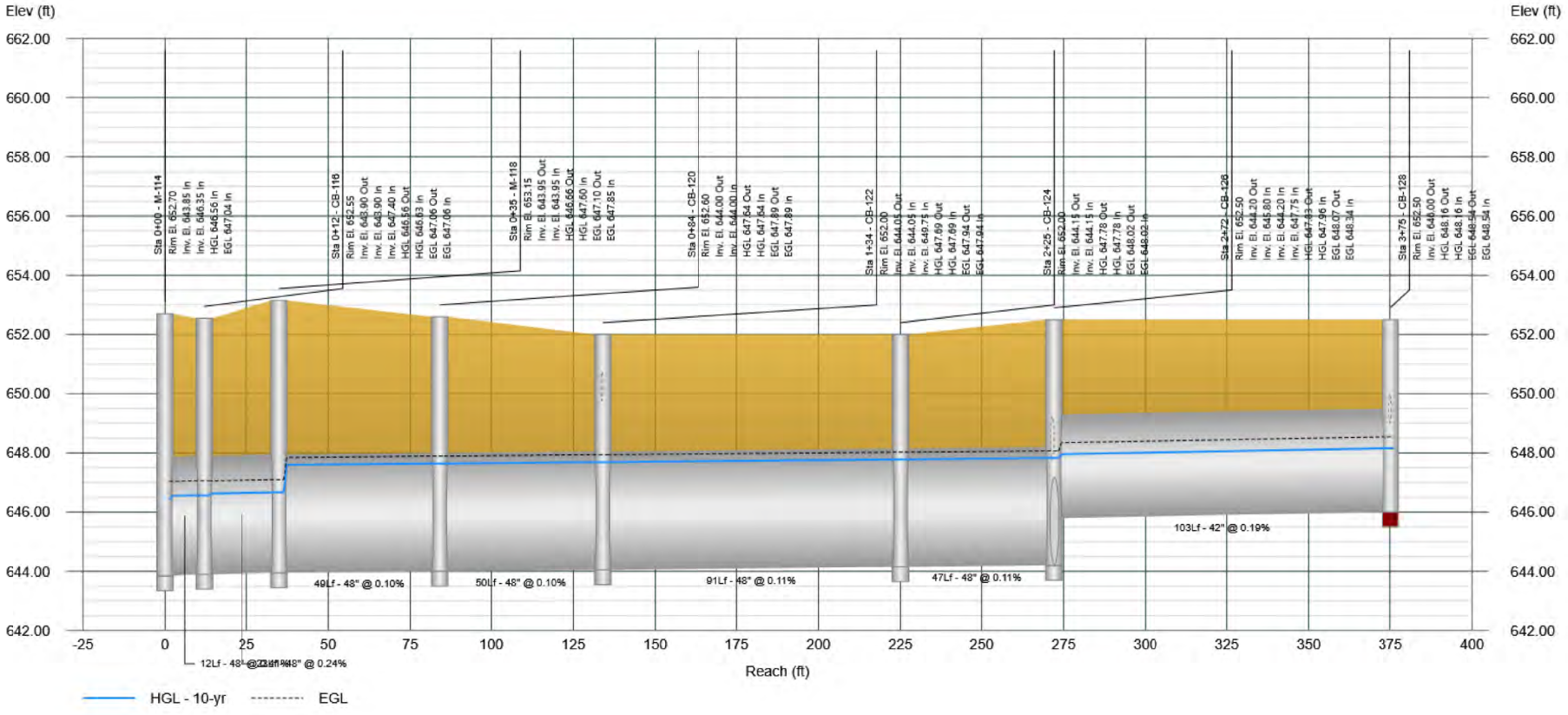


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



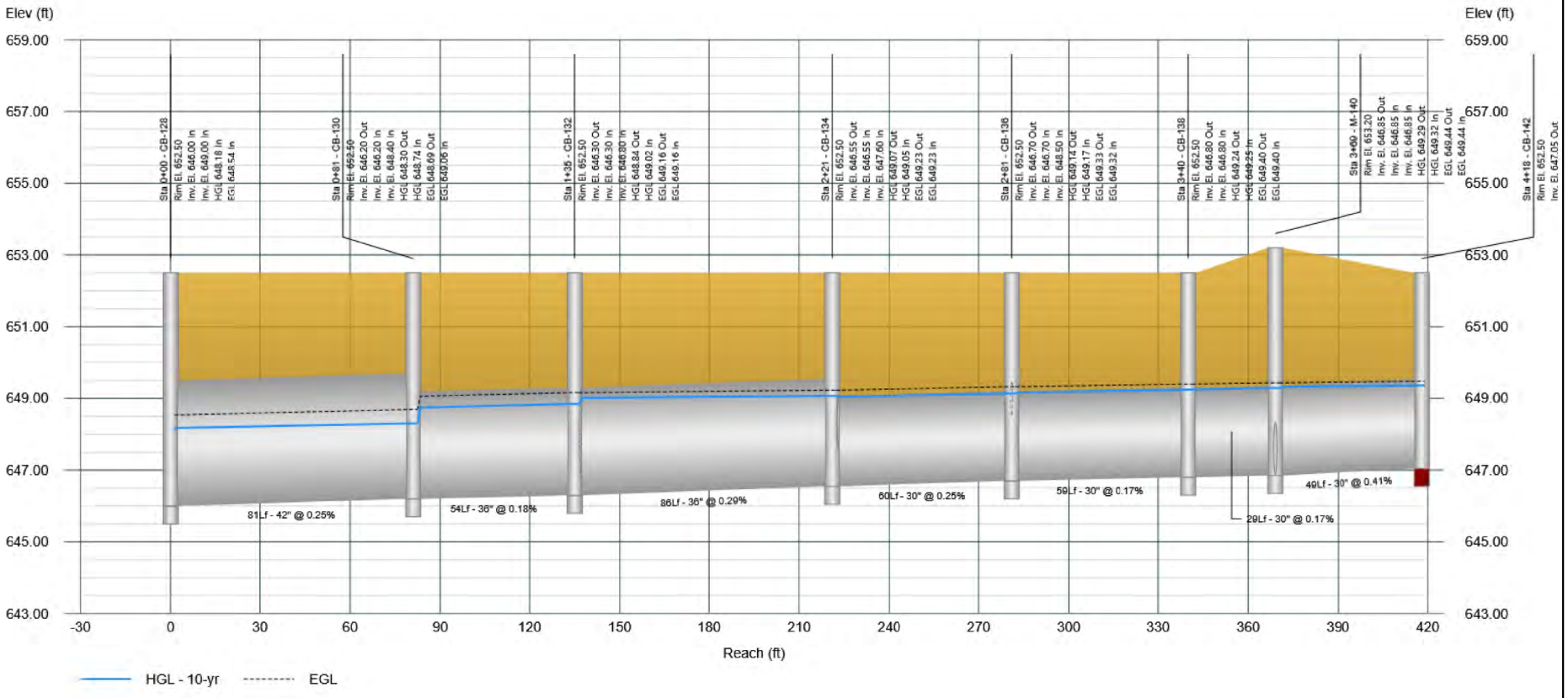
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

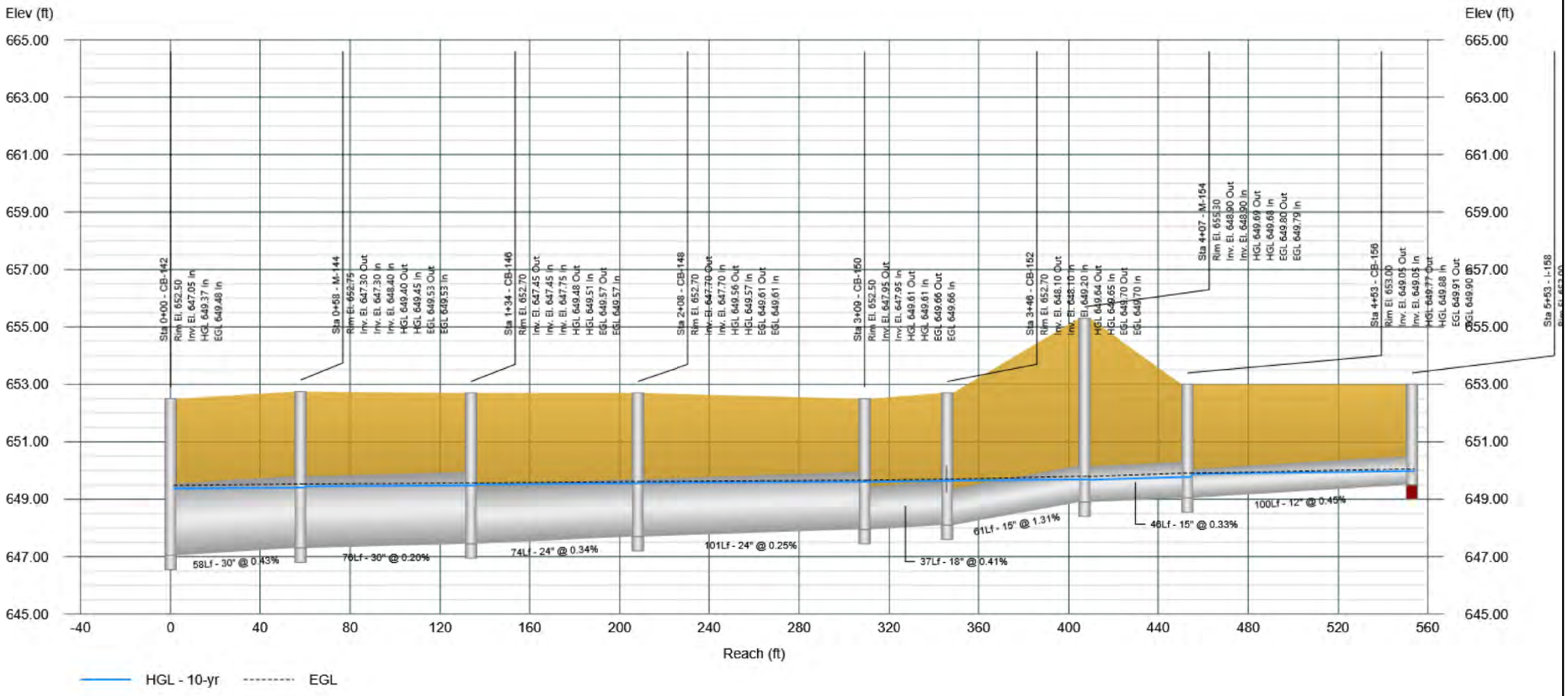


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

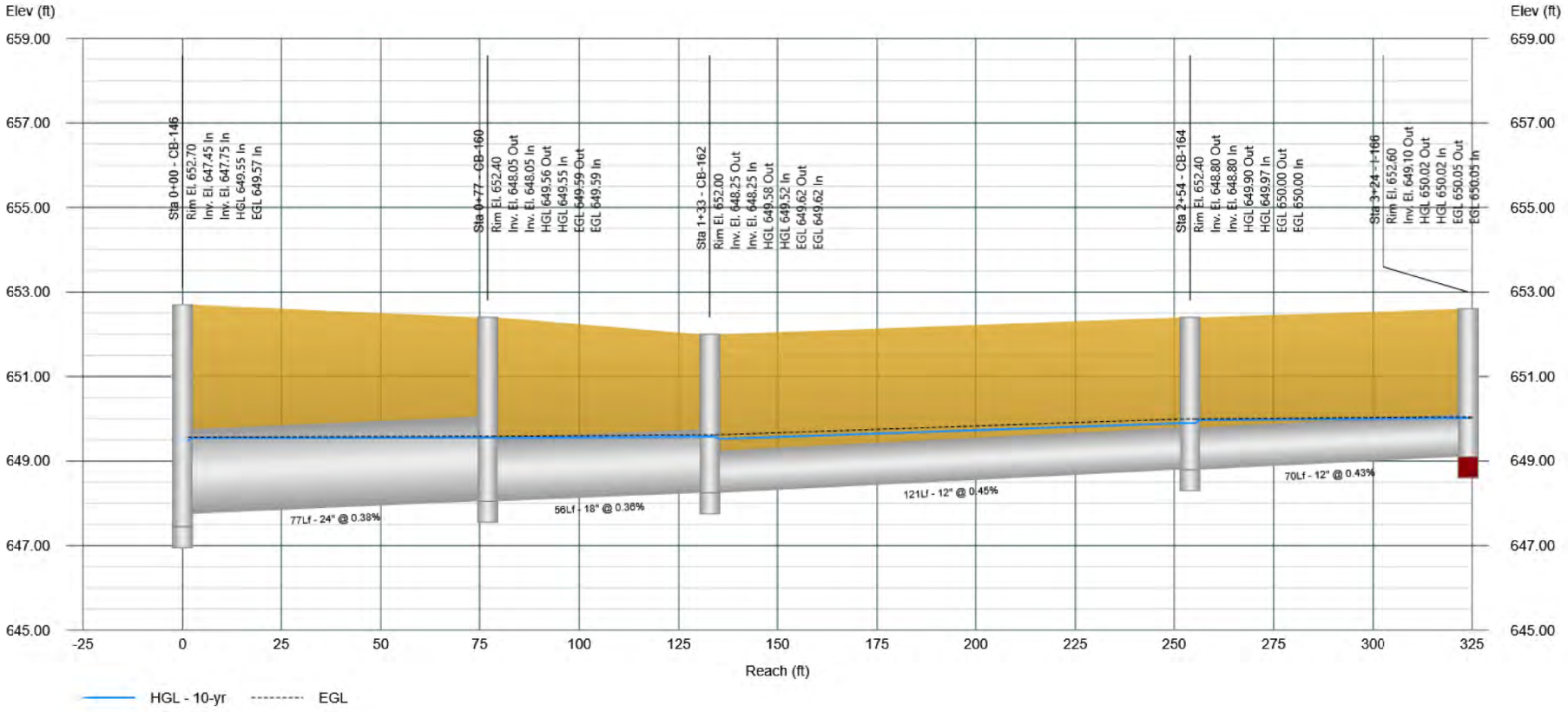


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



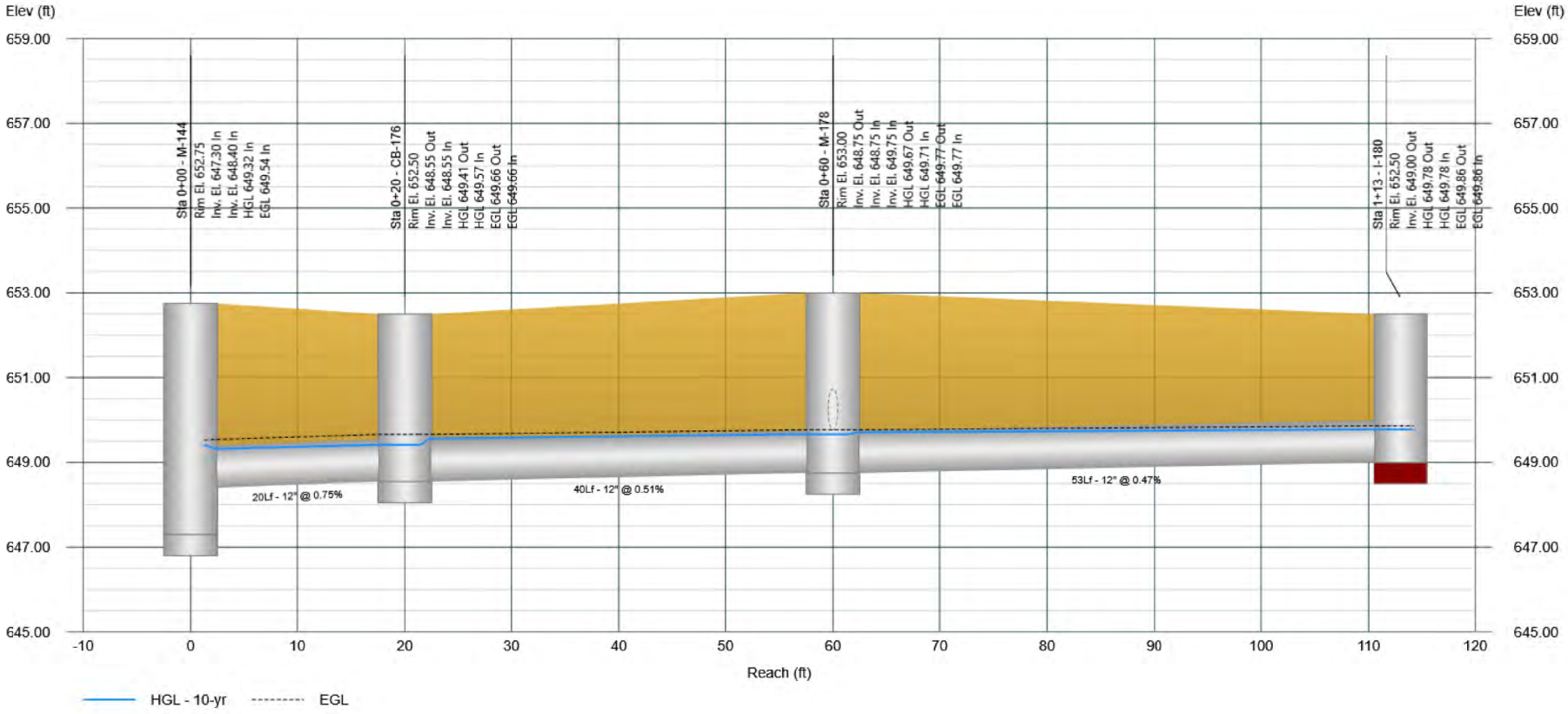
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

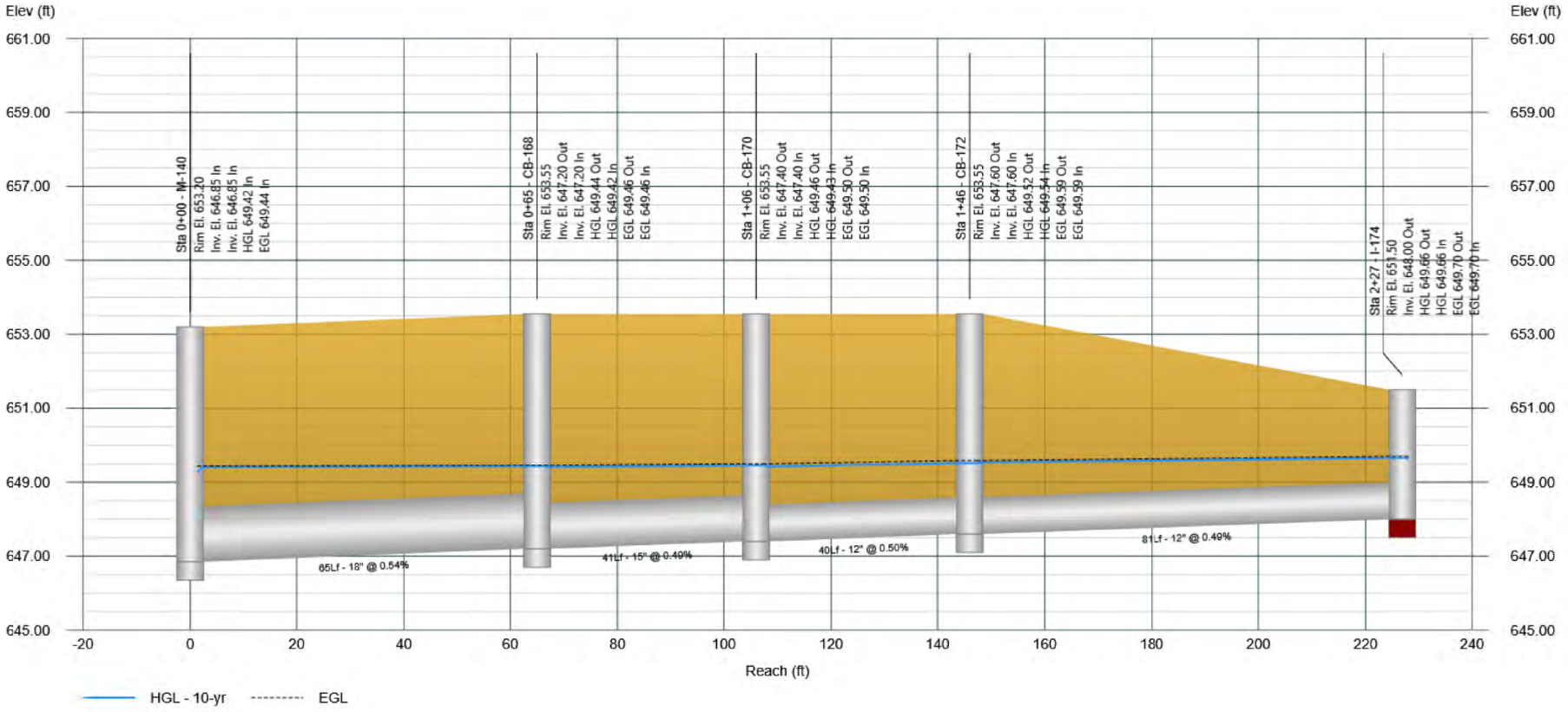


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

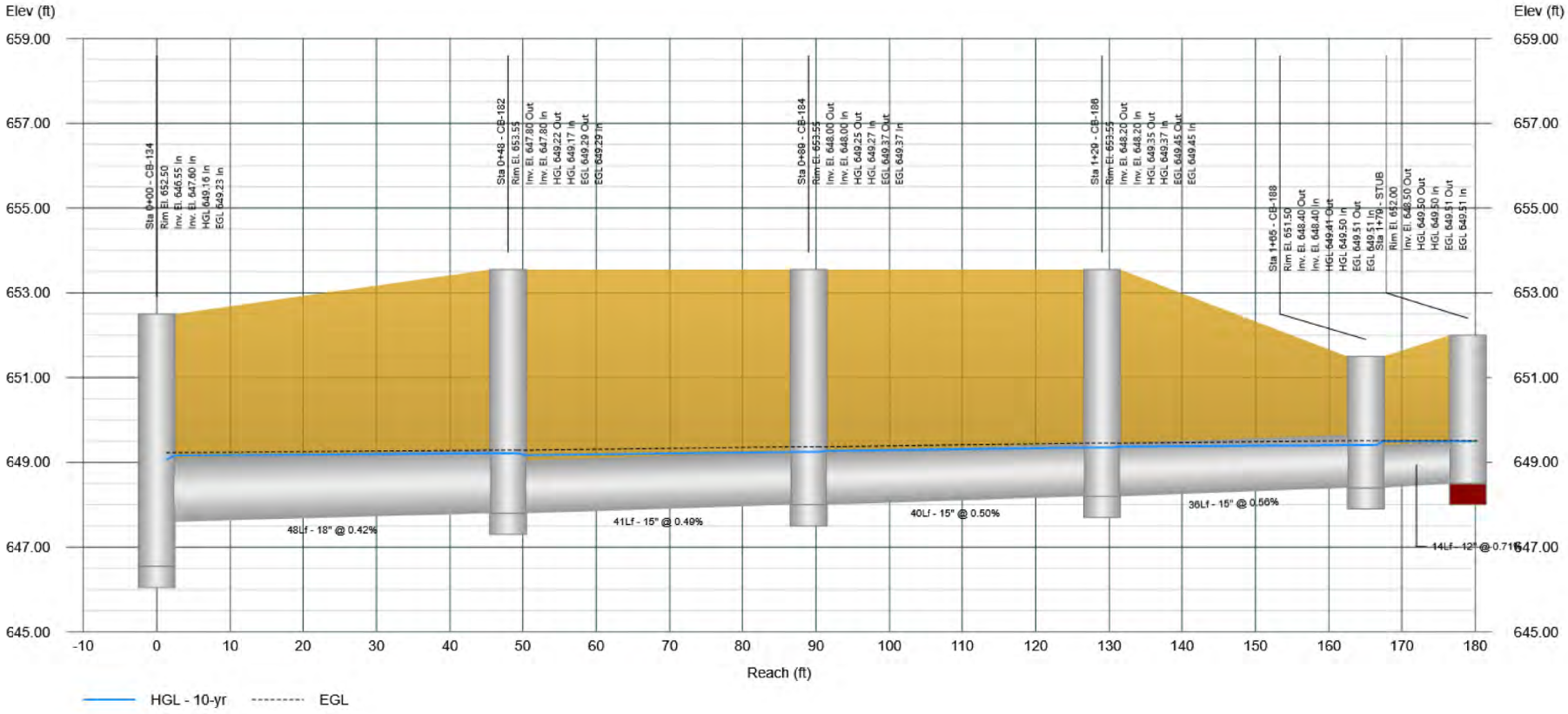


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



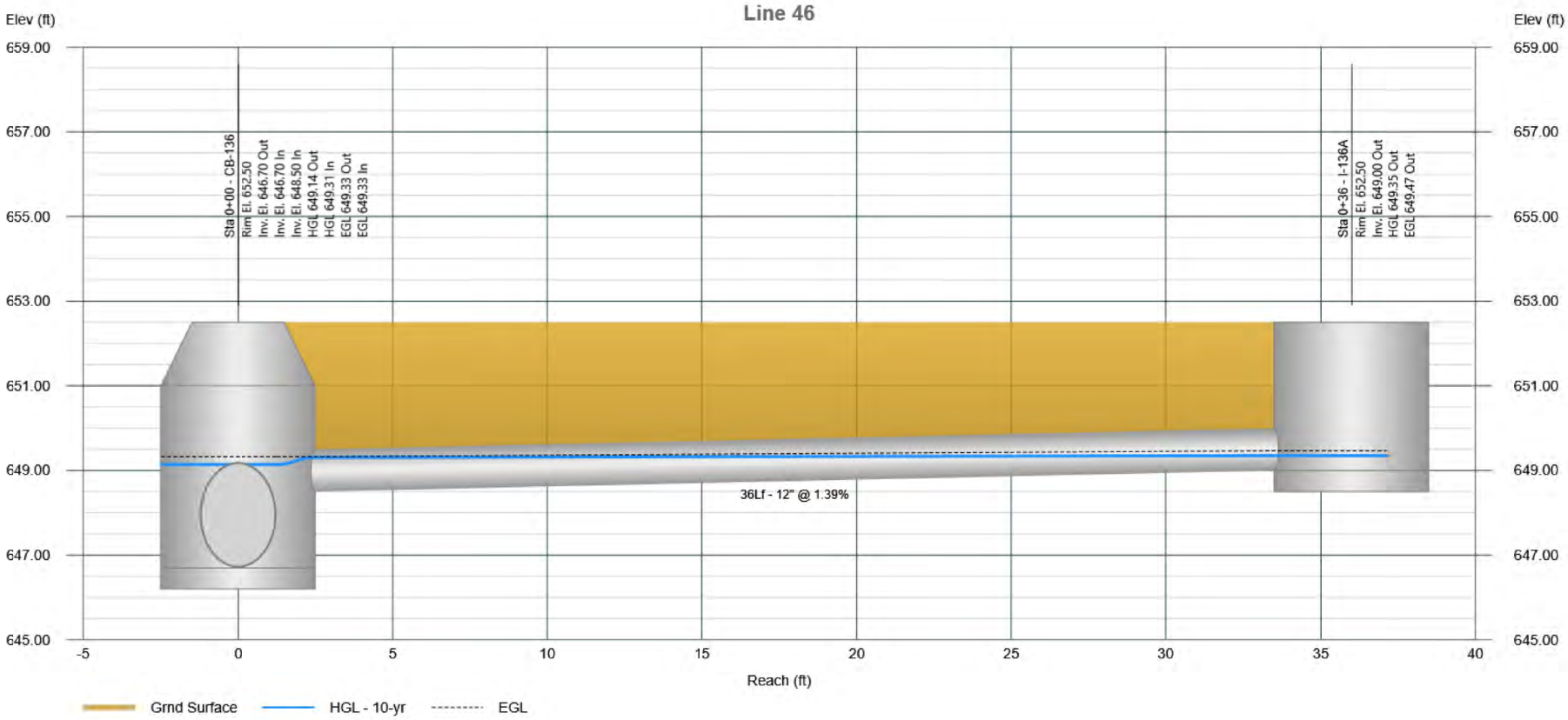
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

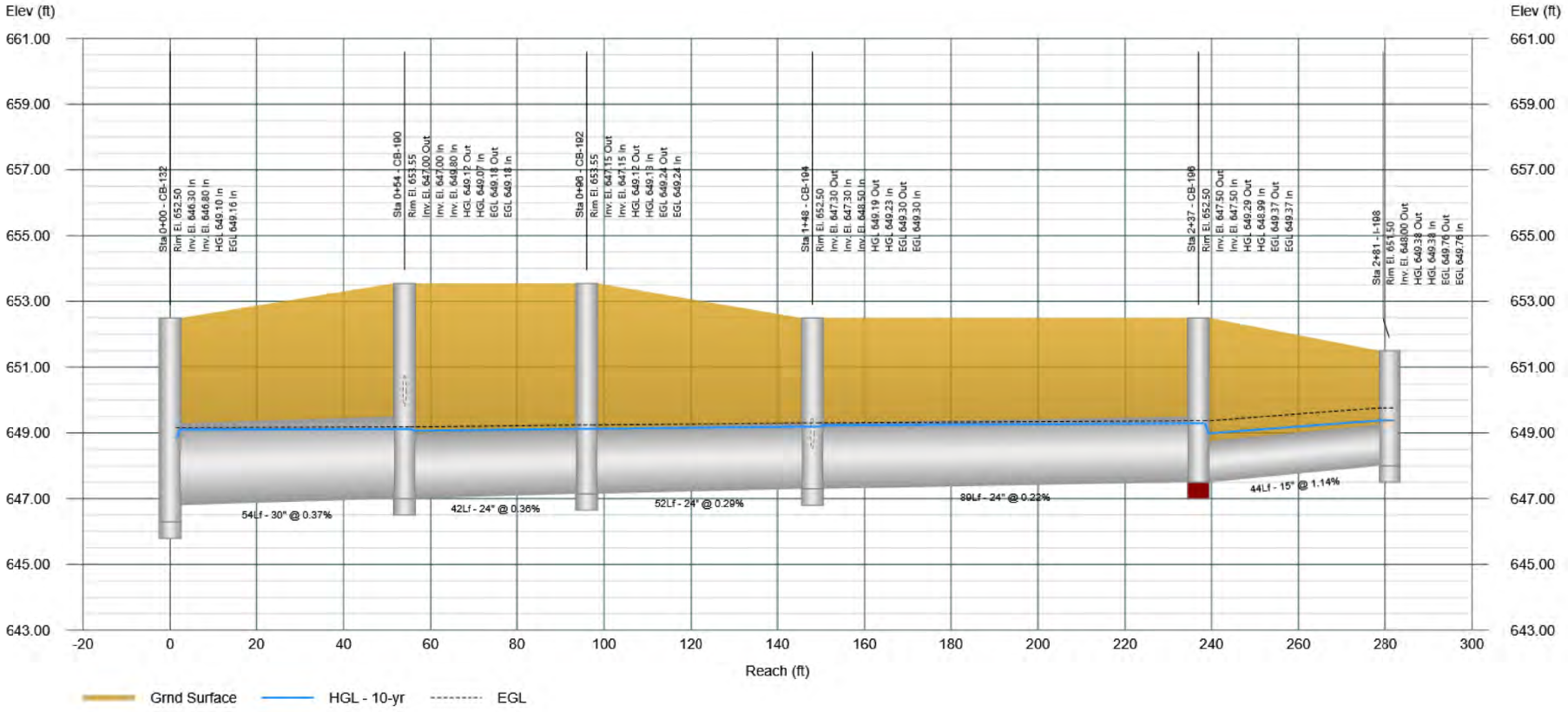


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

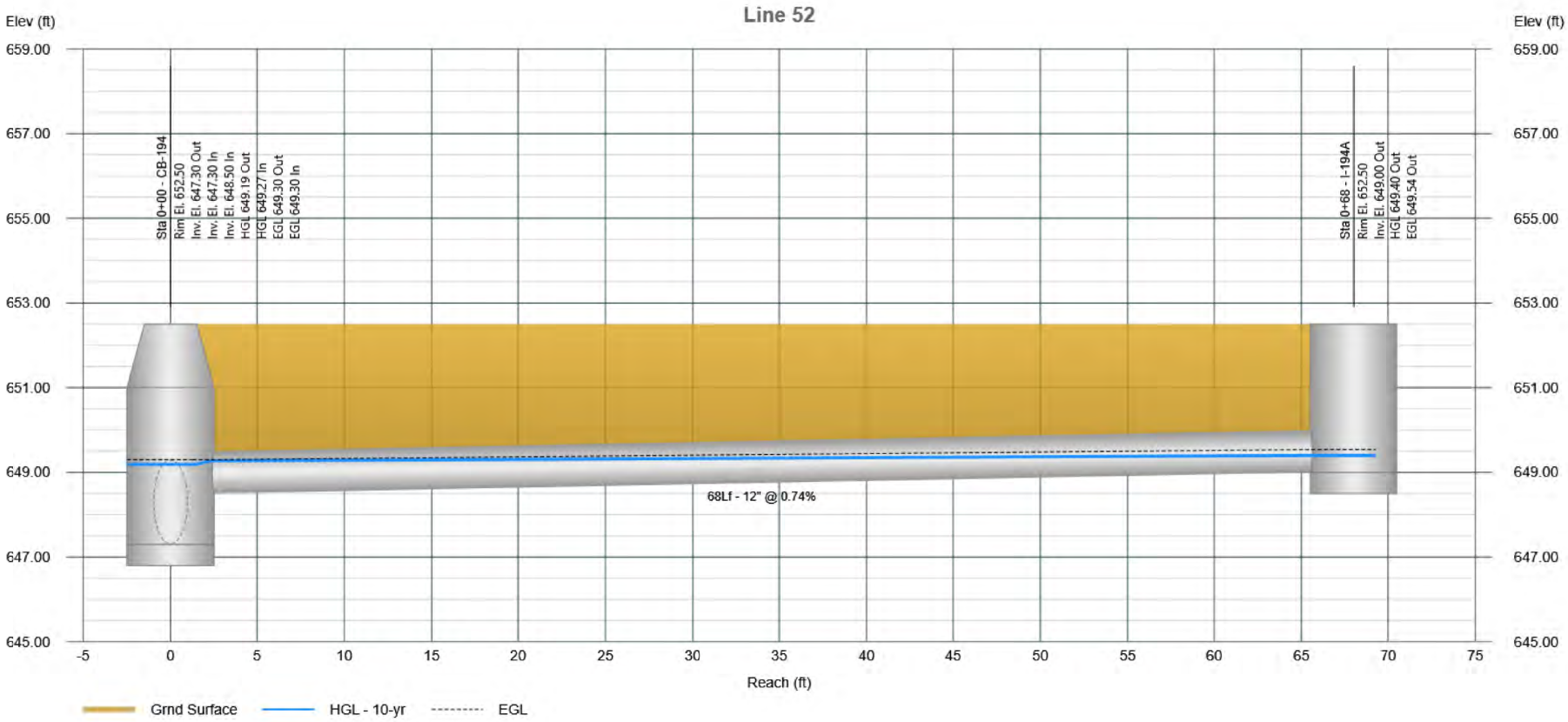


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

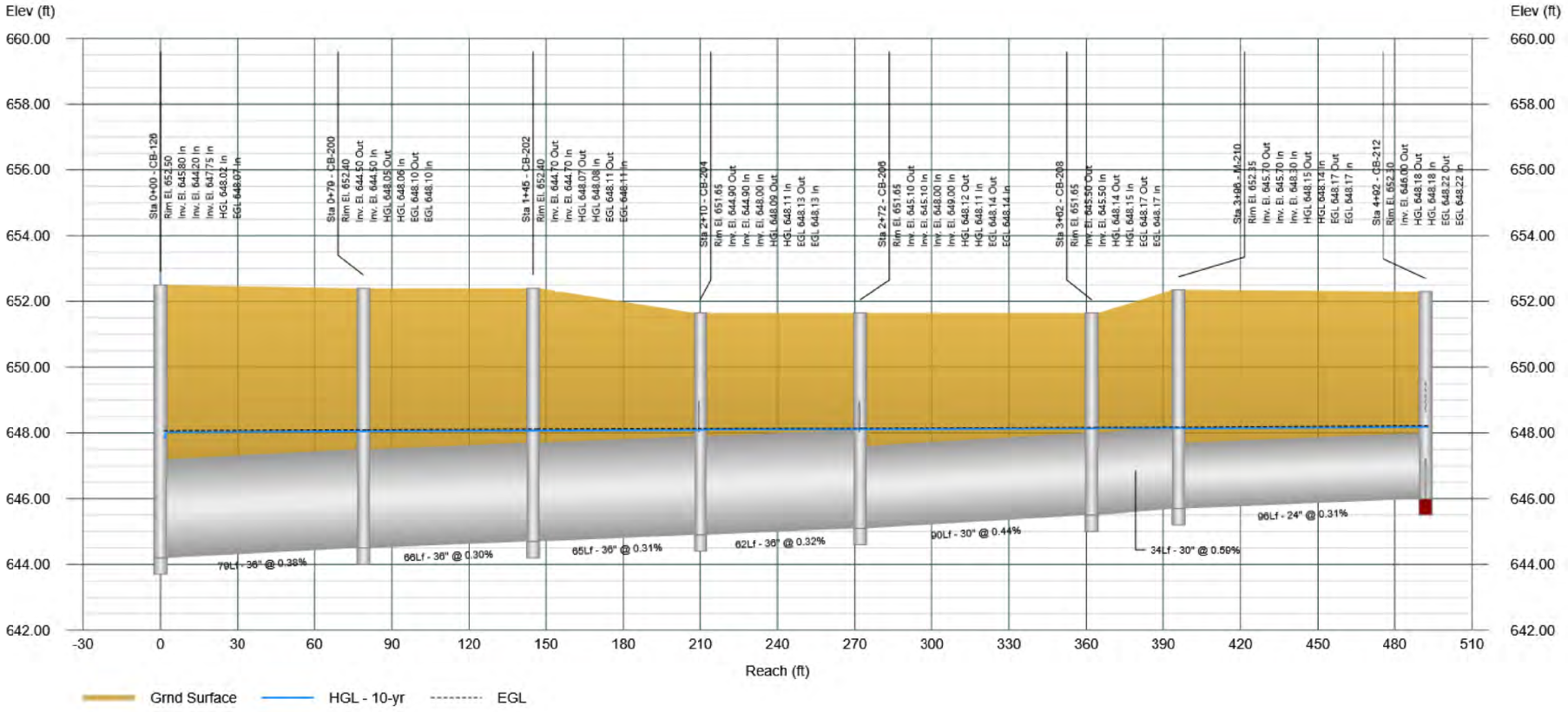


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

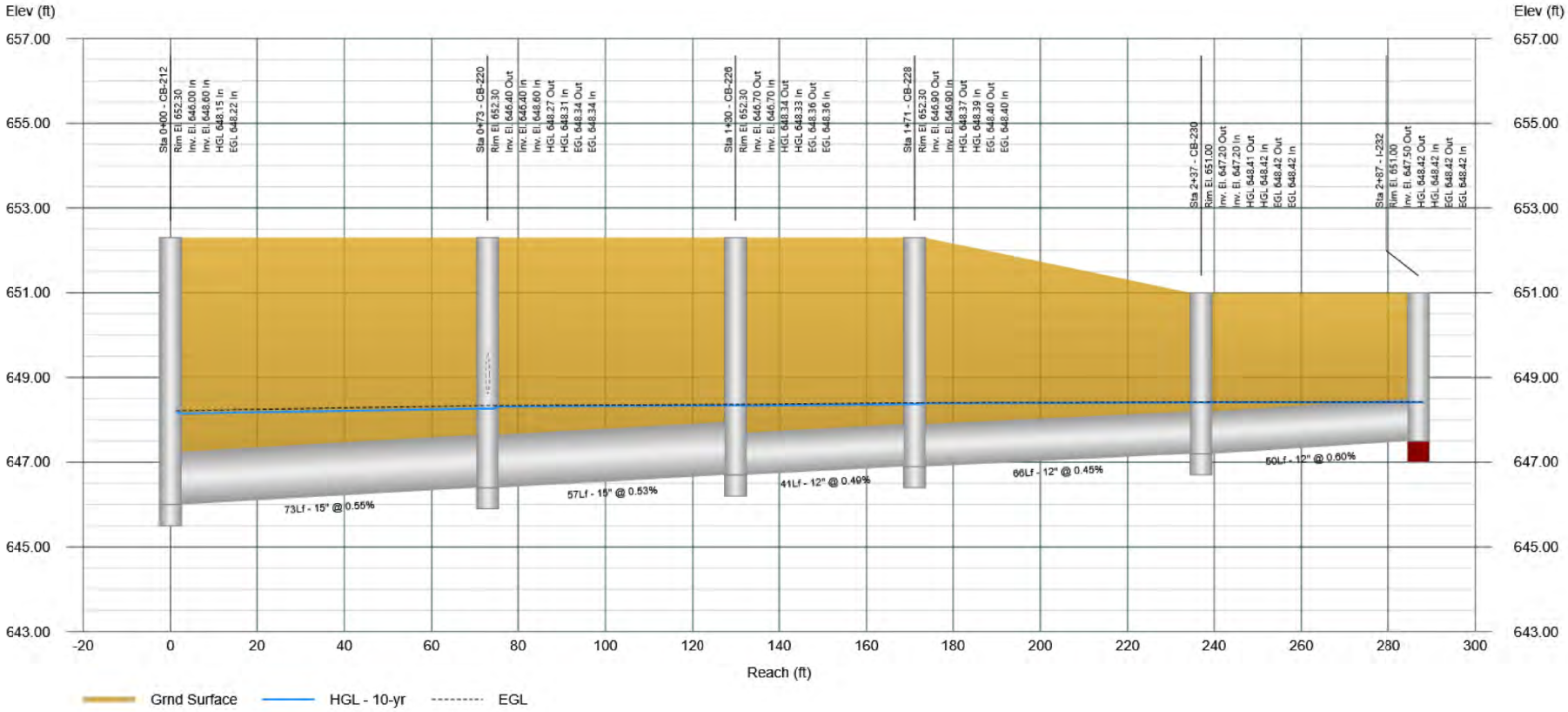


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

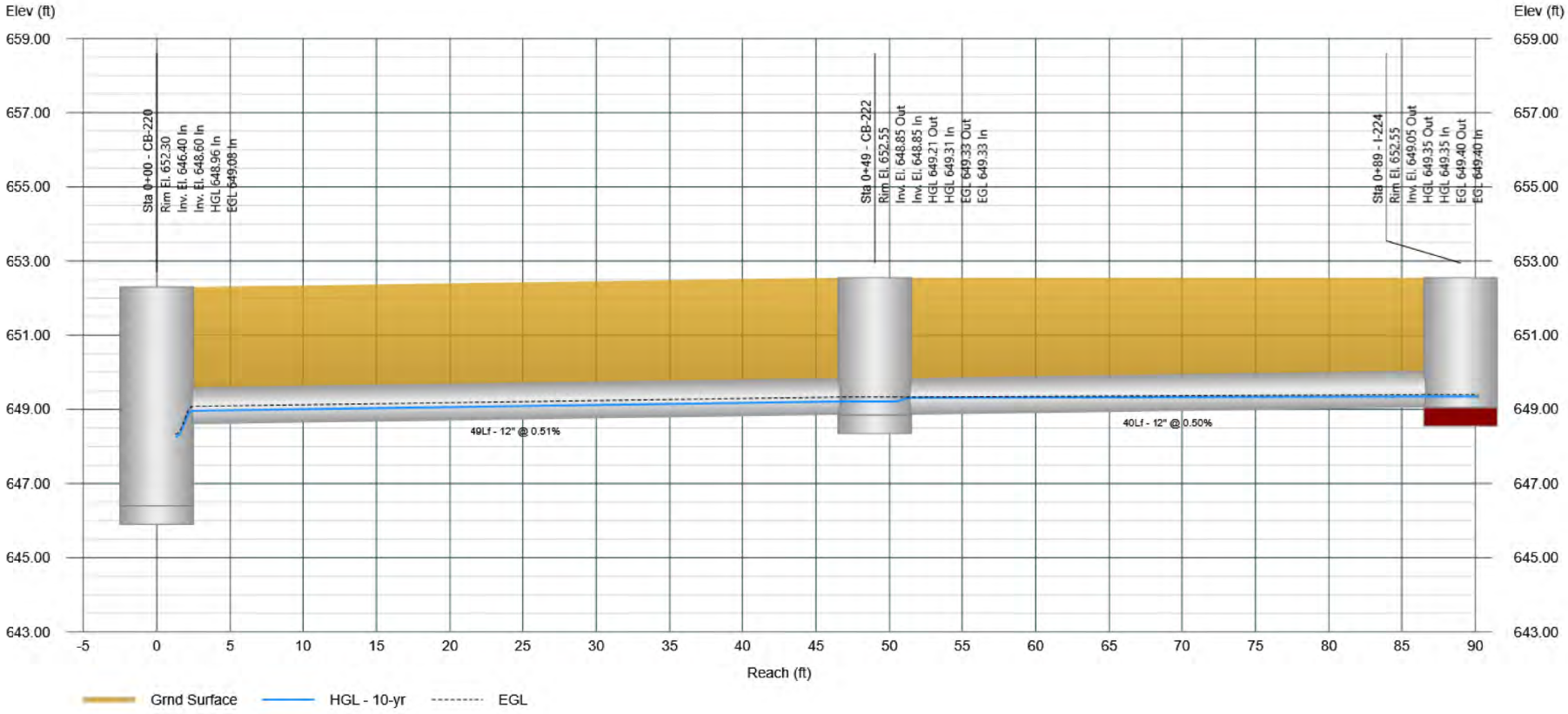


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

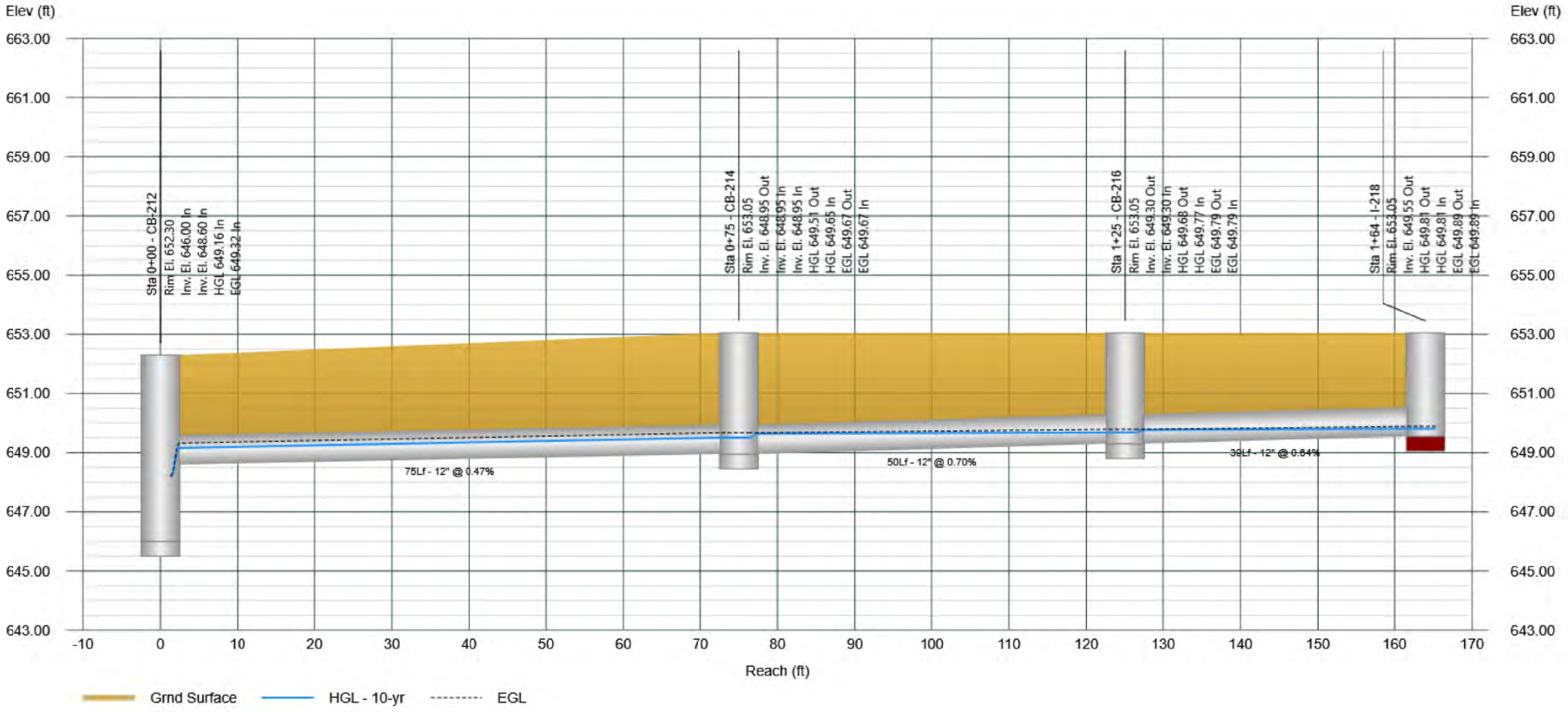


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

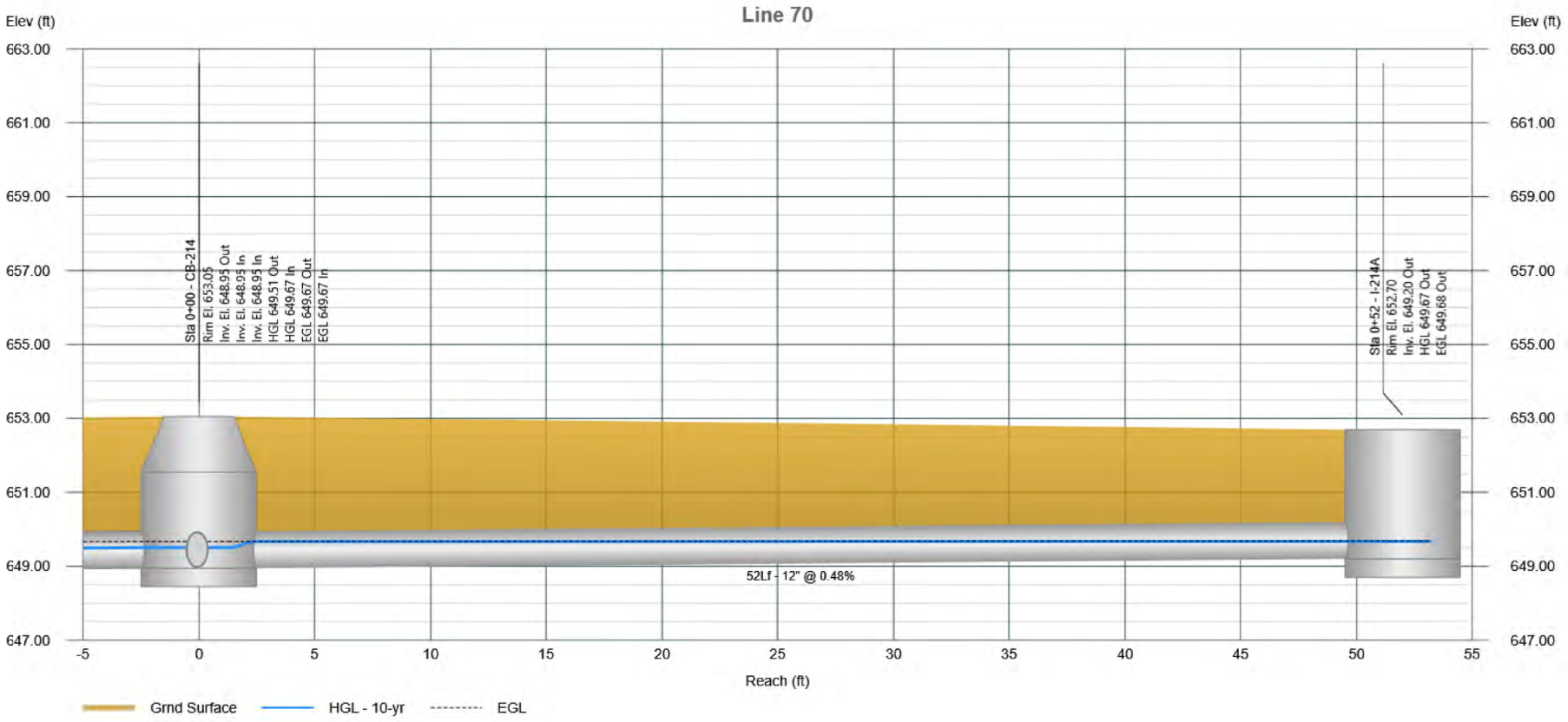


Profile View

Stormwater Studio 2026 v 3.0.0.40

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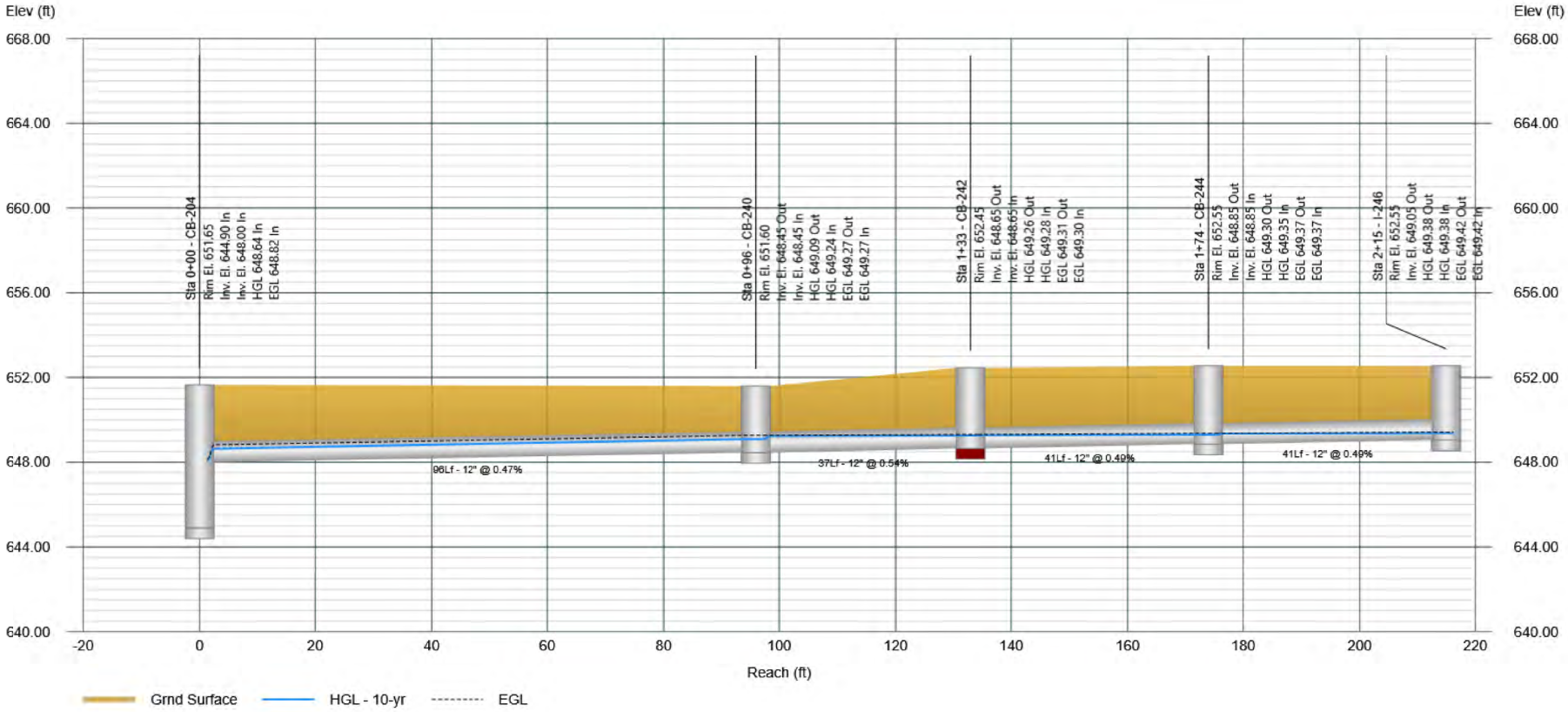


Profile View

Stormwater Studio 2026 v 3.0.0.40

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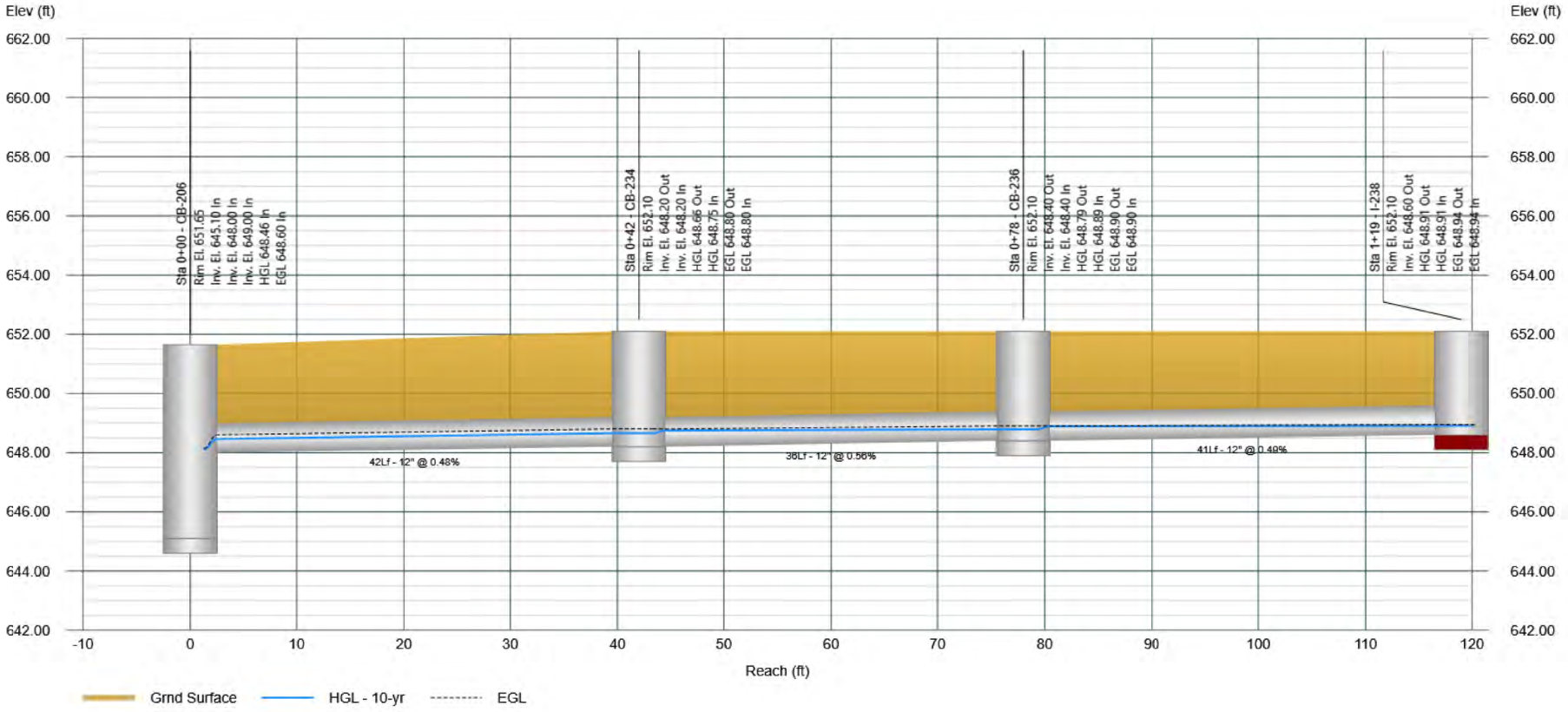


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



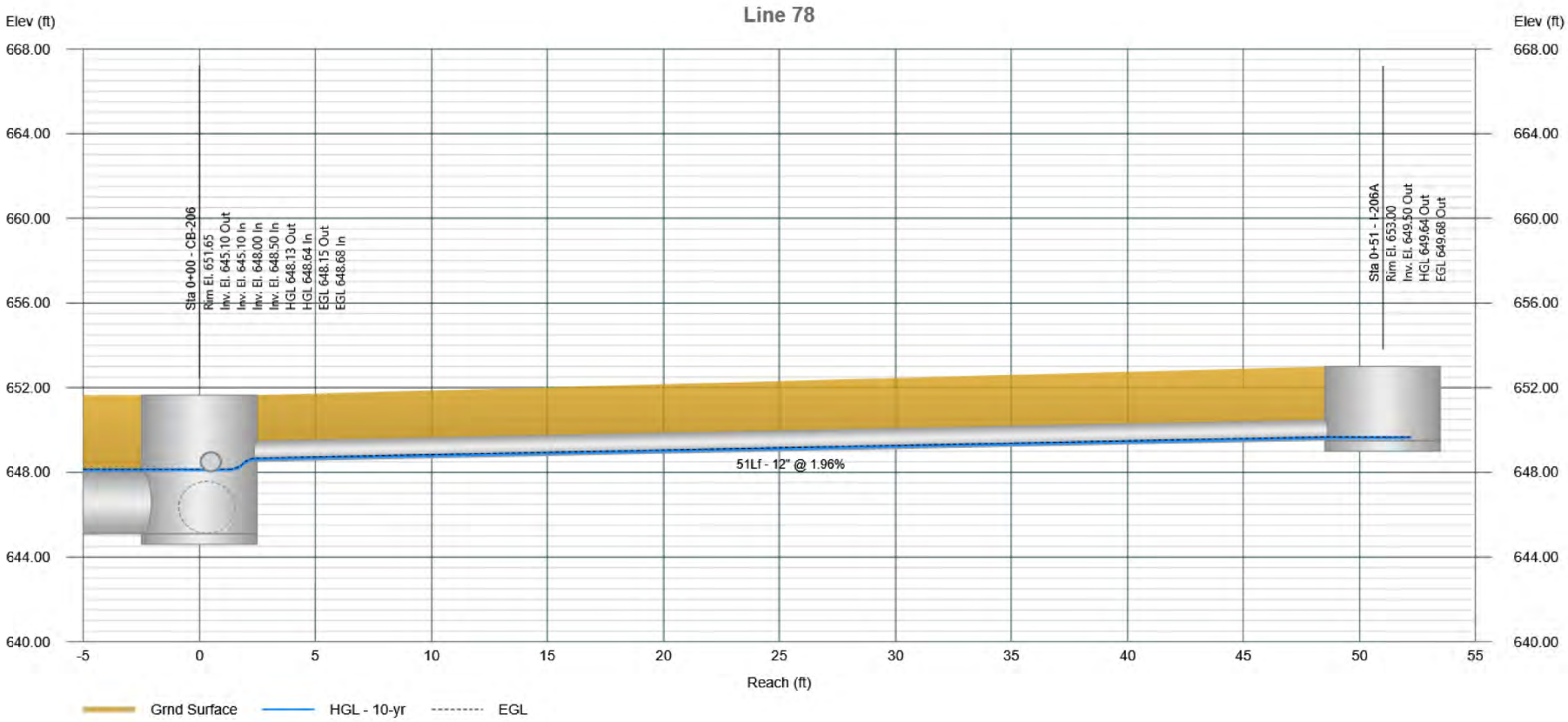
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



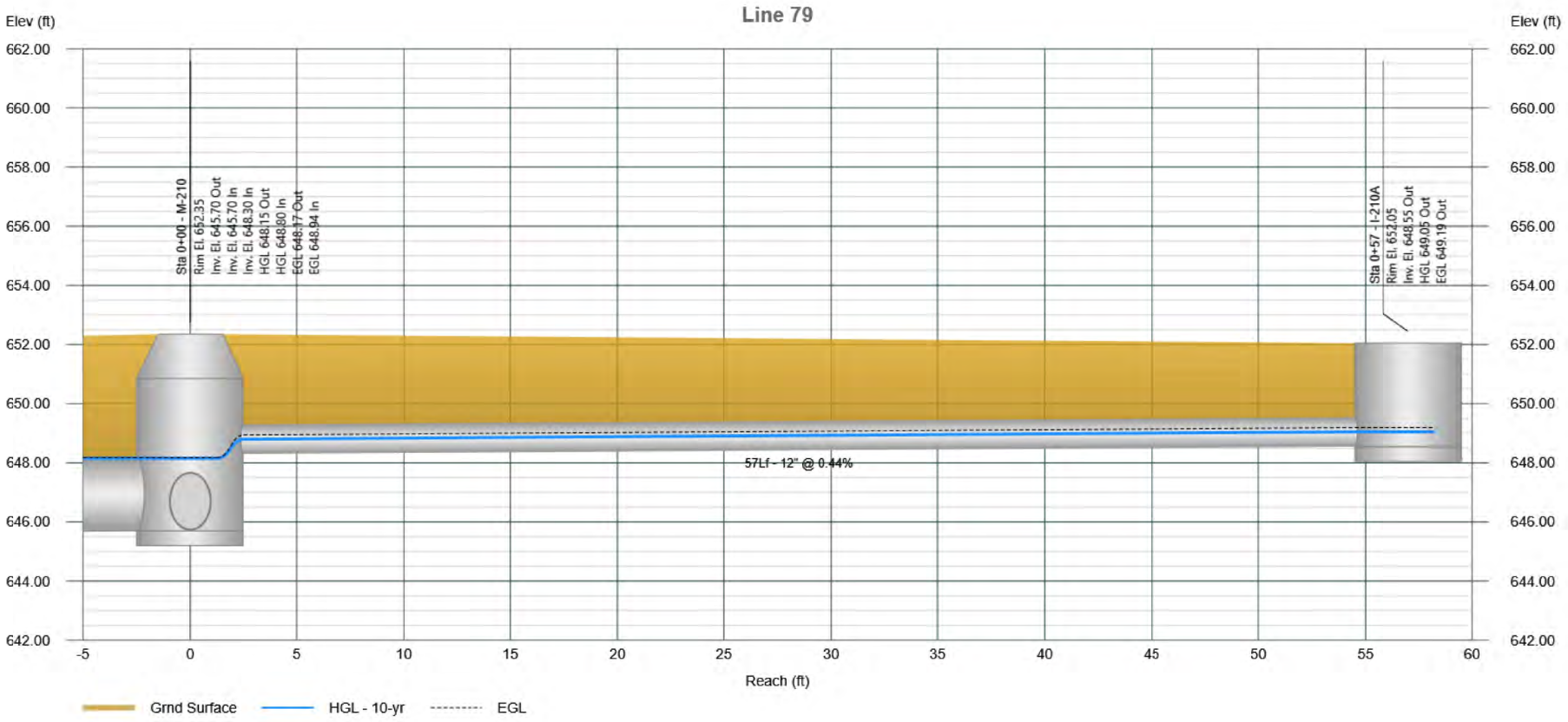
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



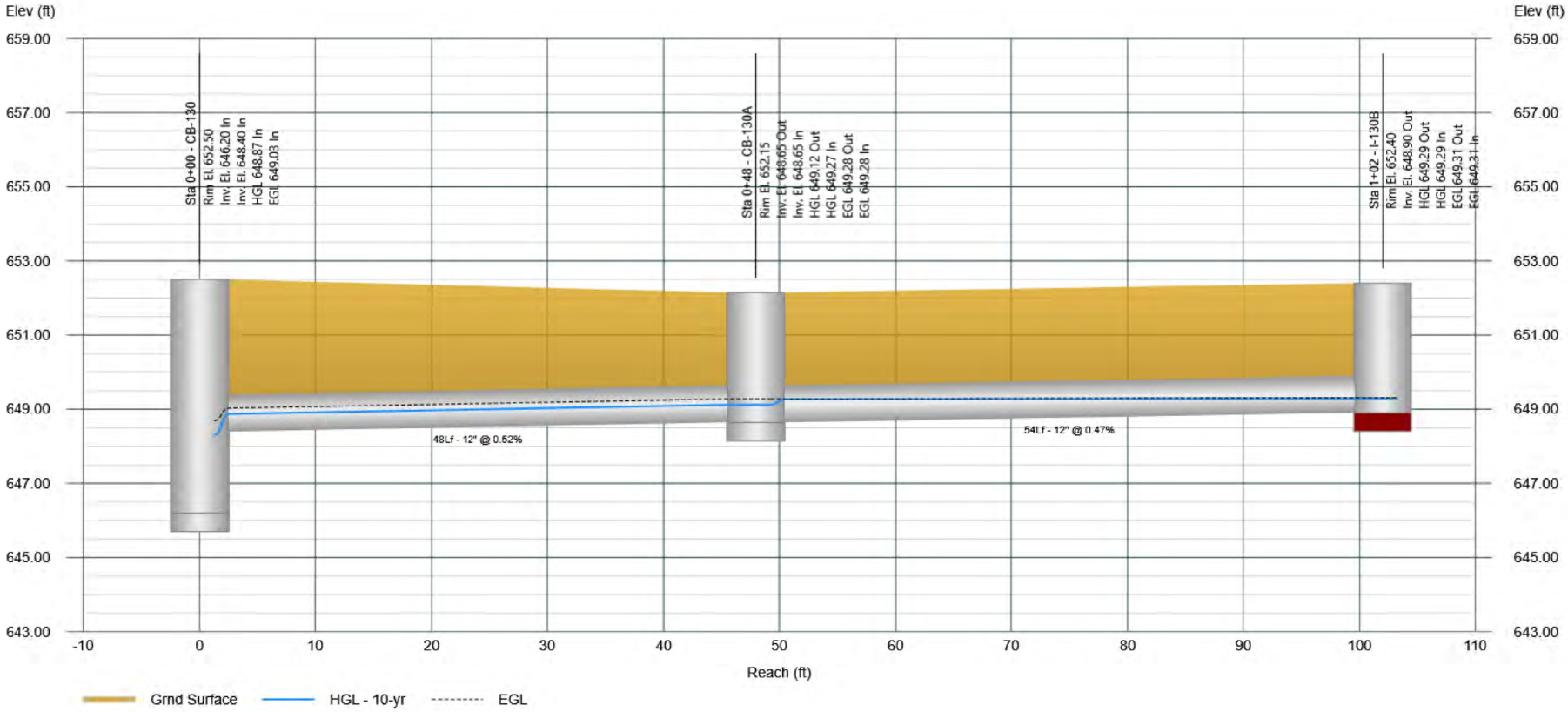
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



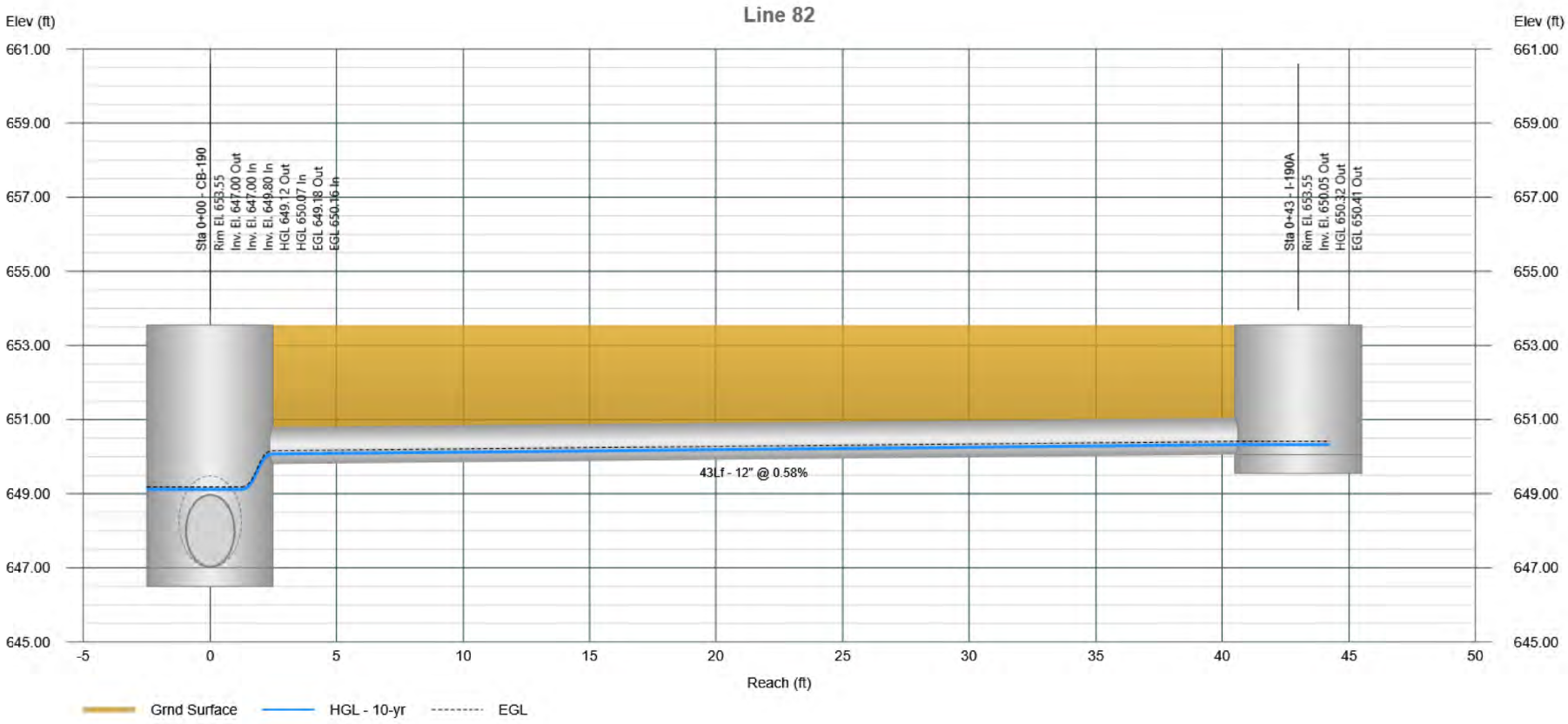
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

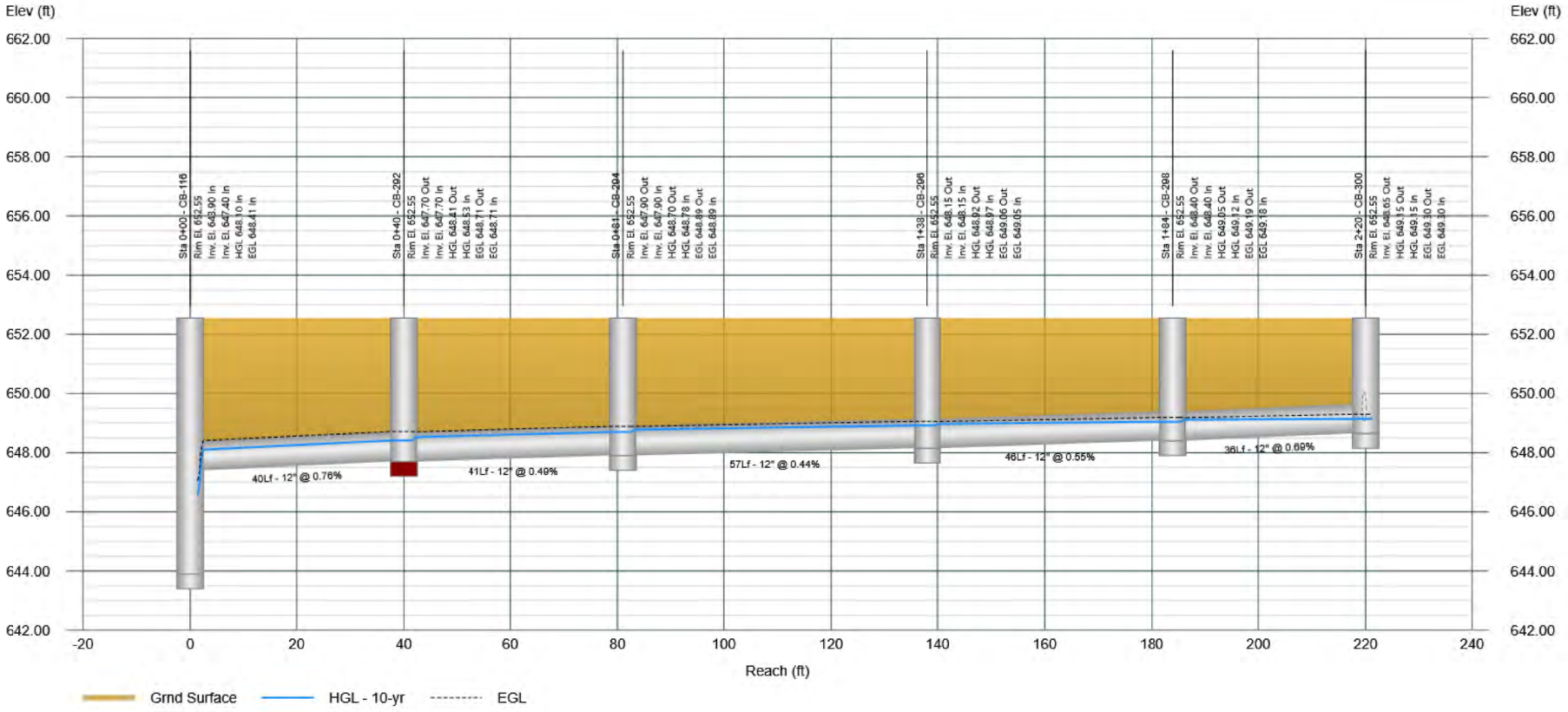


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

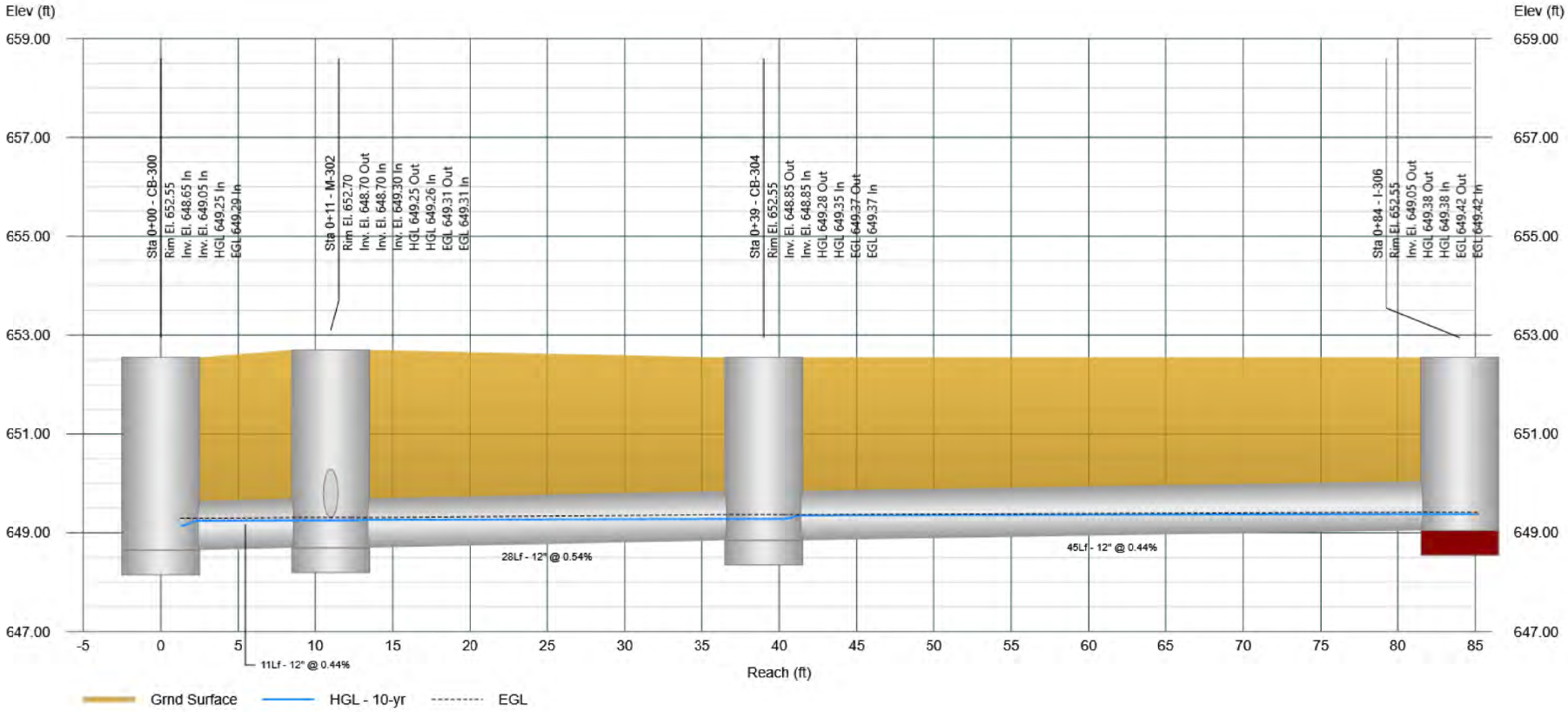


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

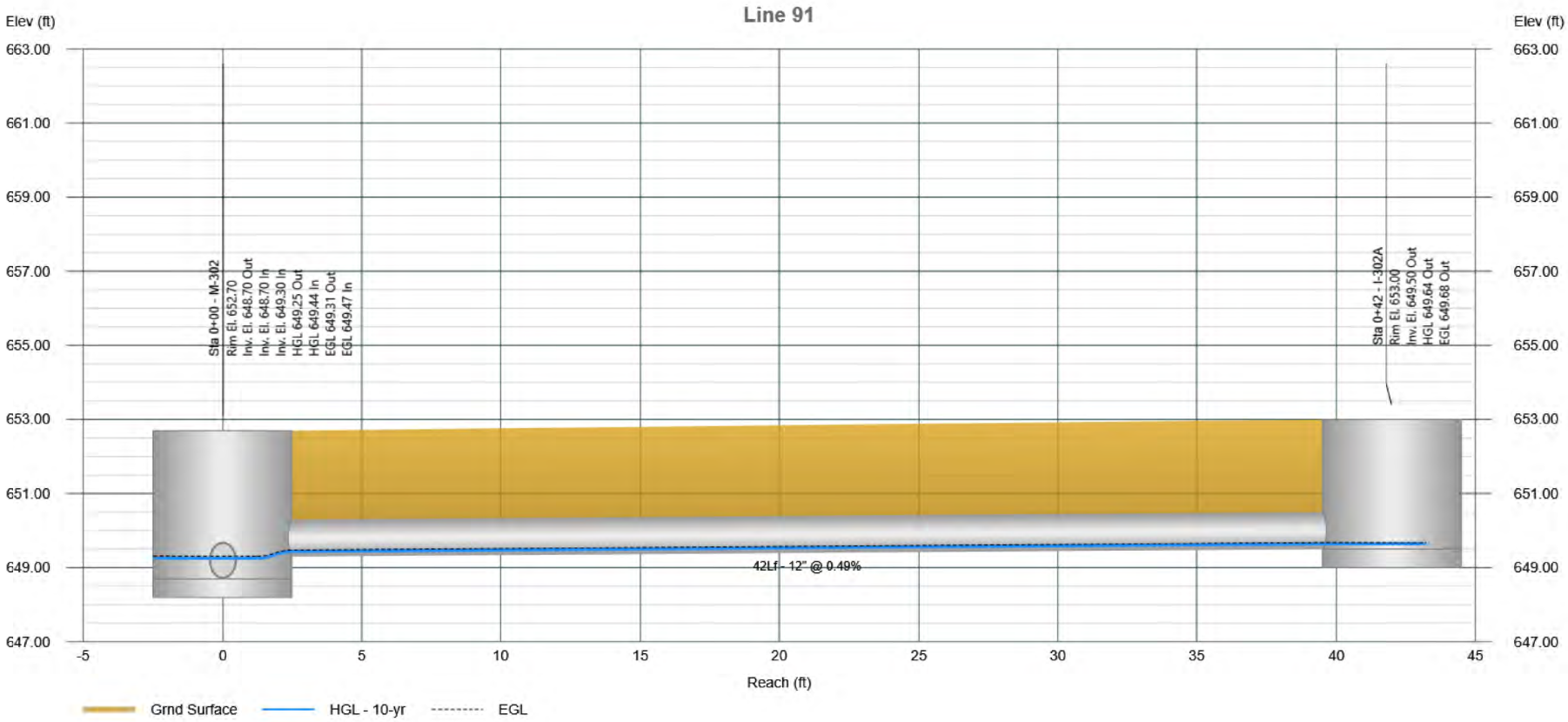


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

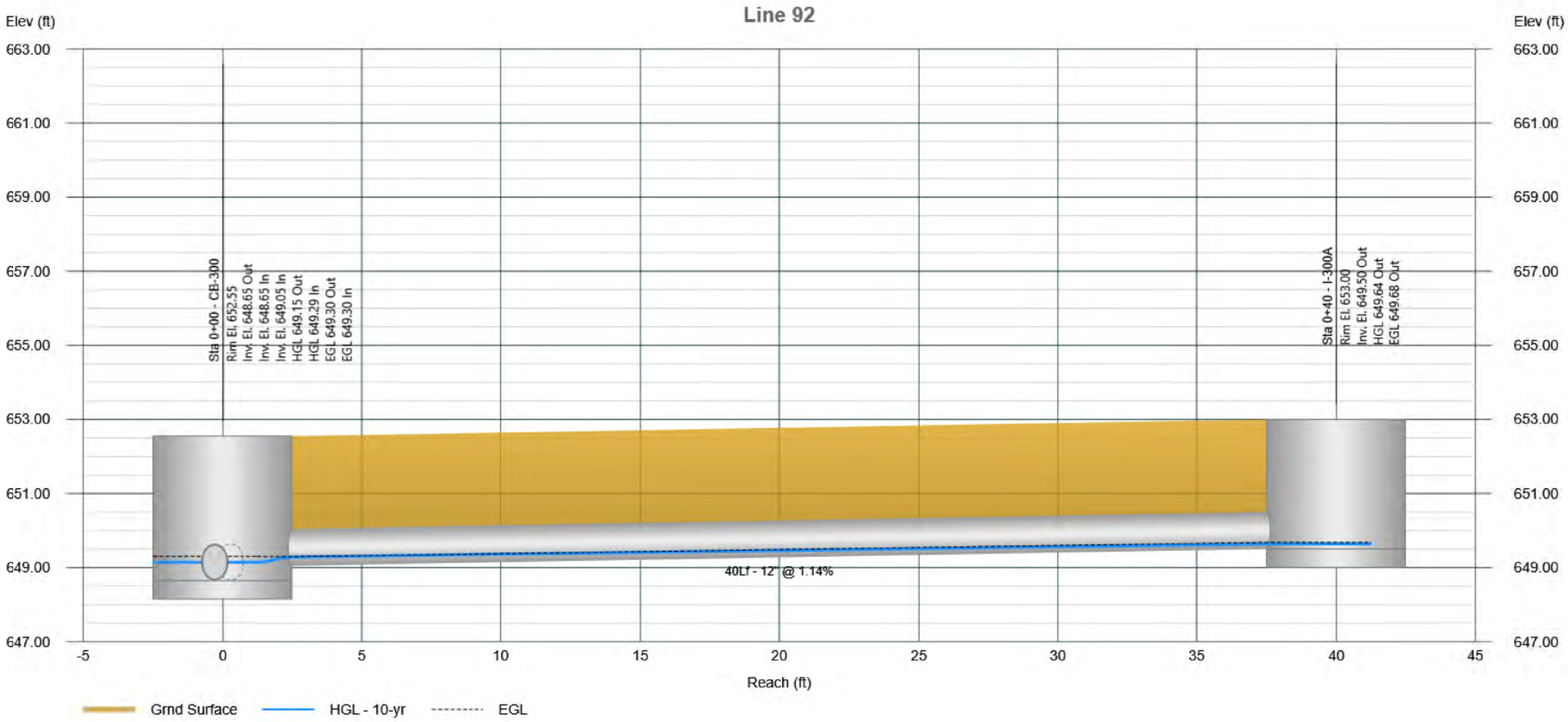


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

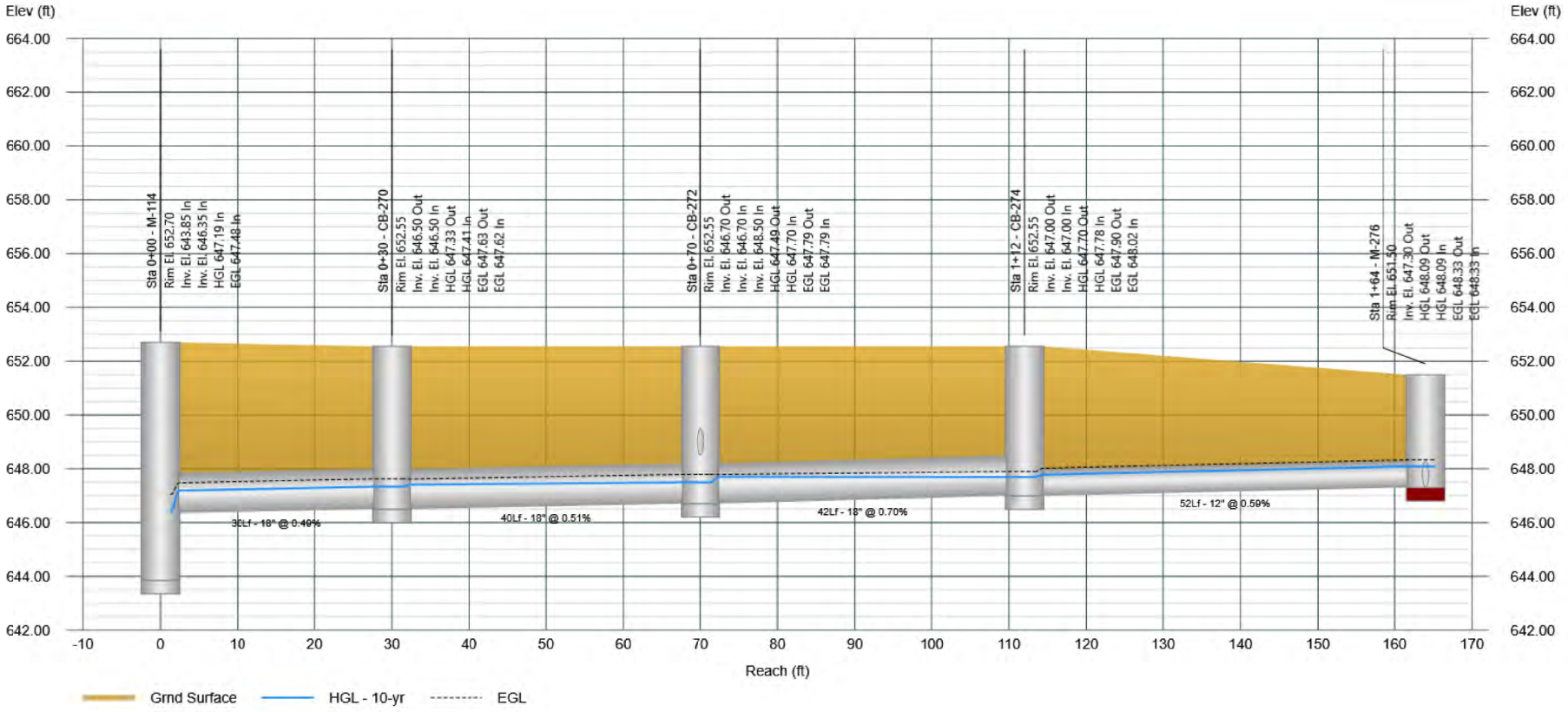


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

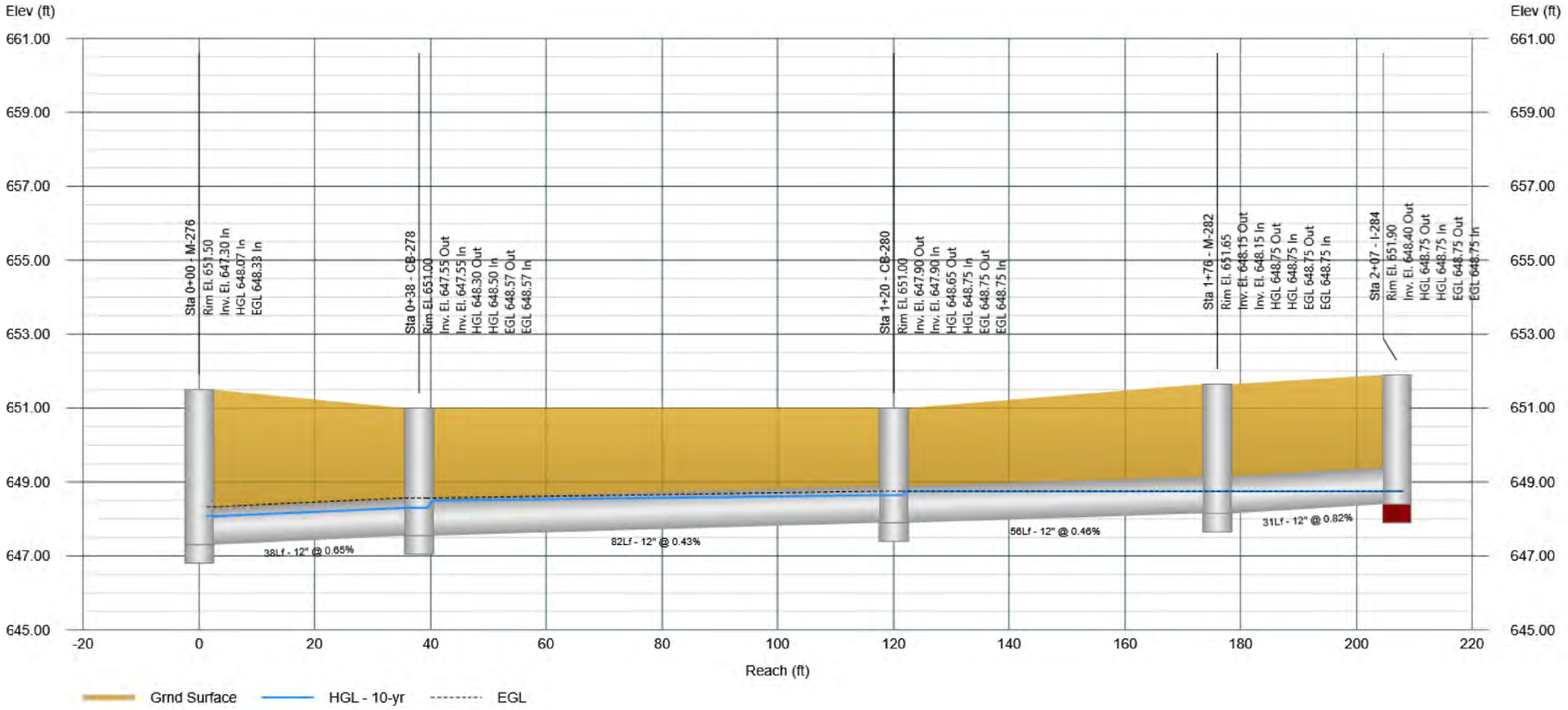


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

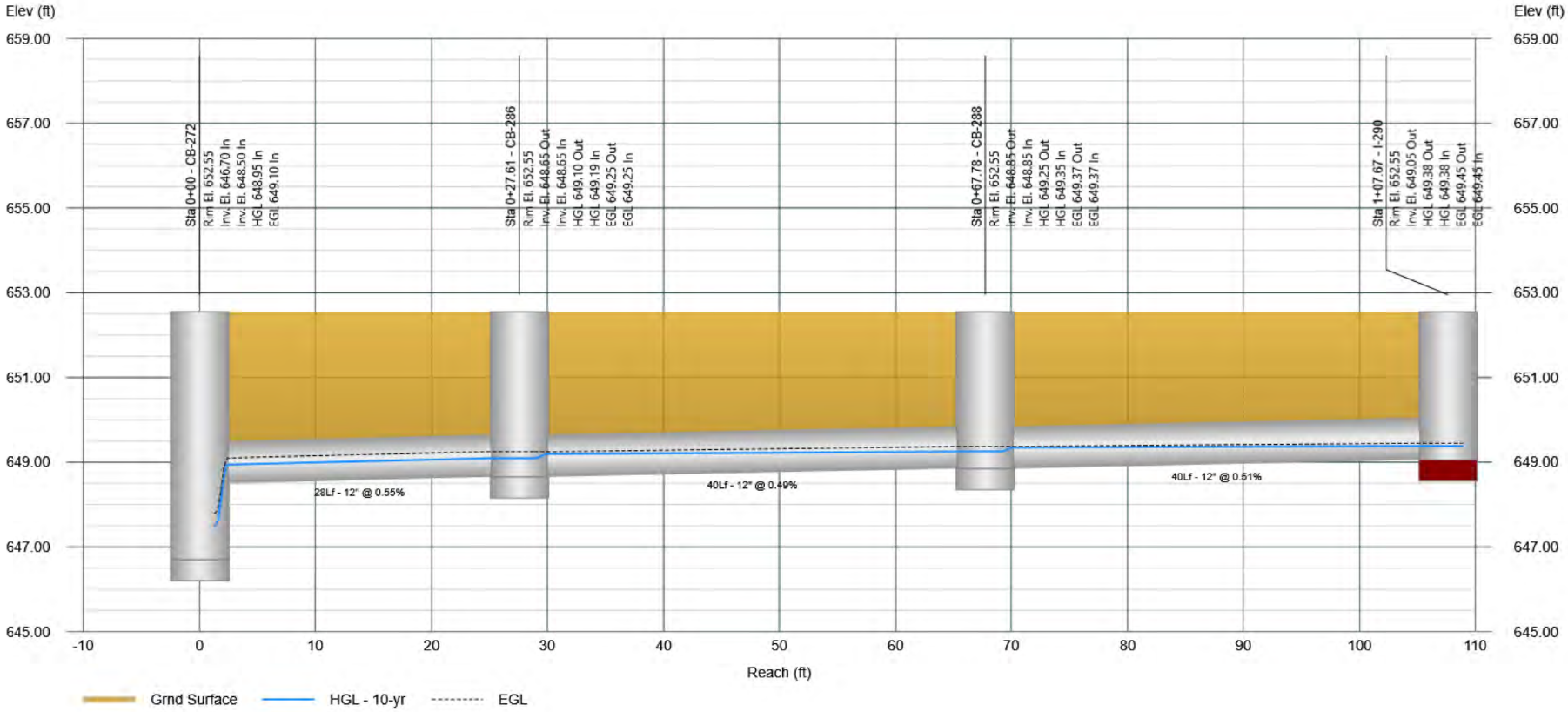


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

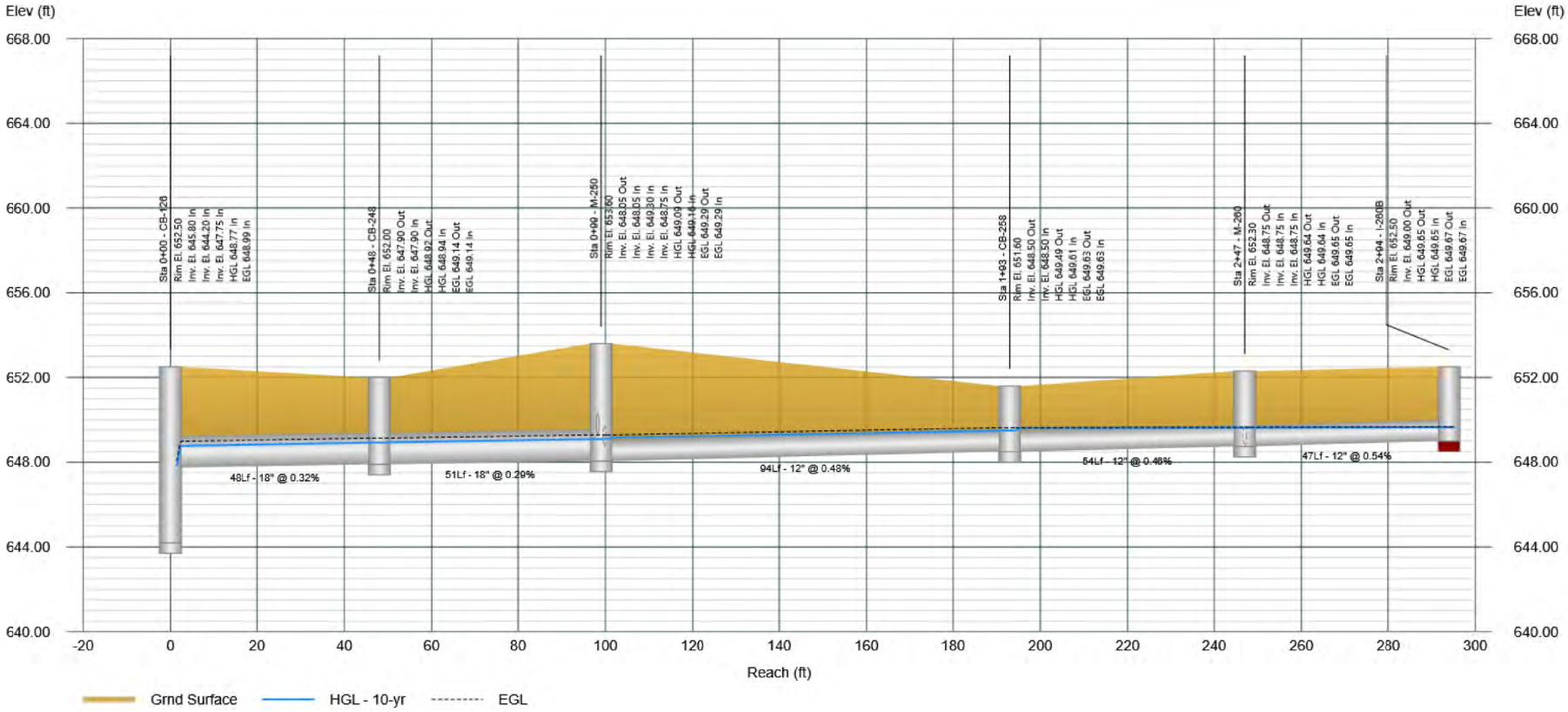


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

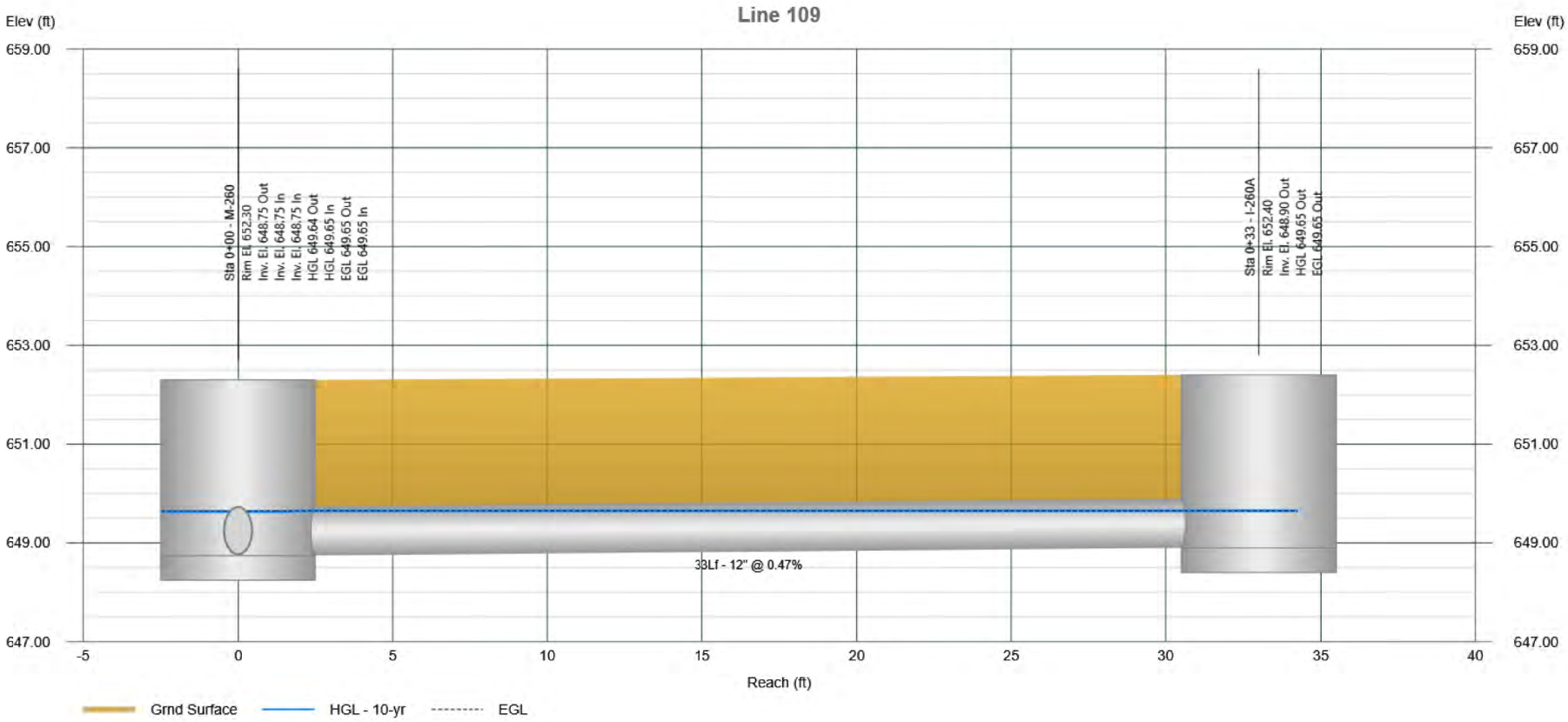


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

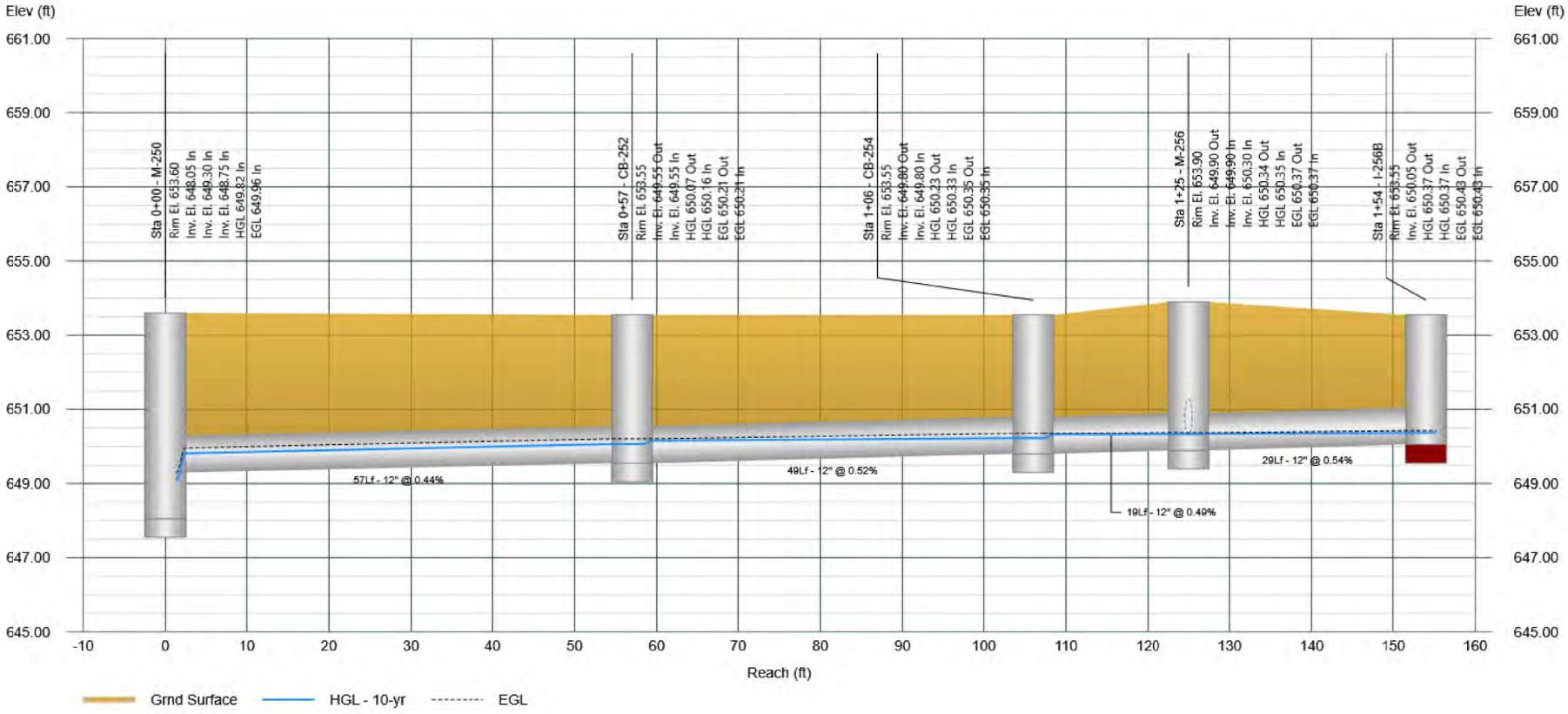


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

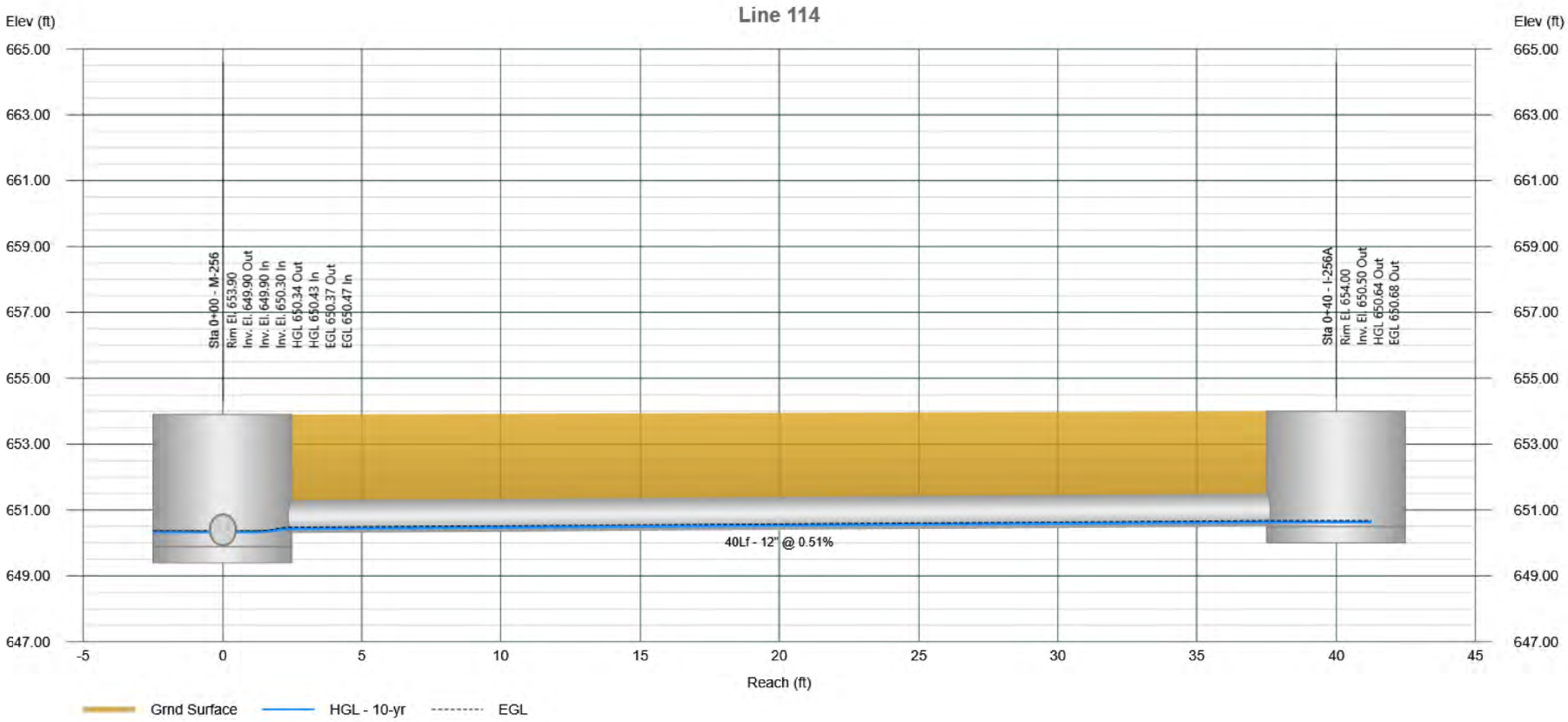


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

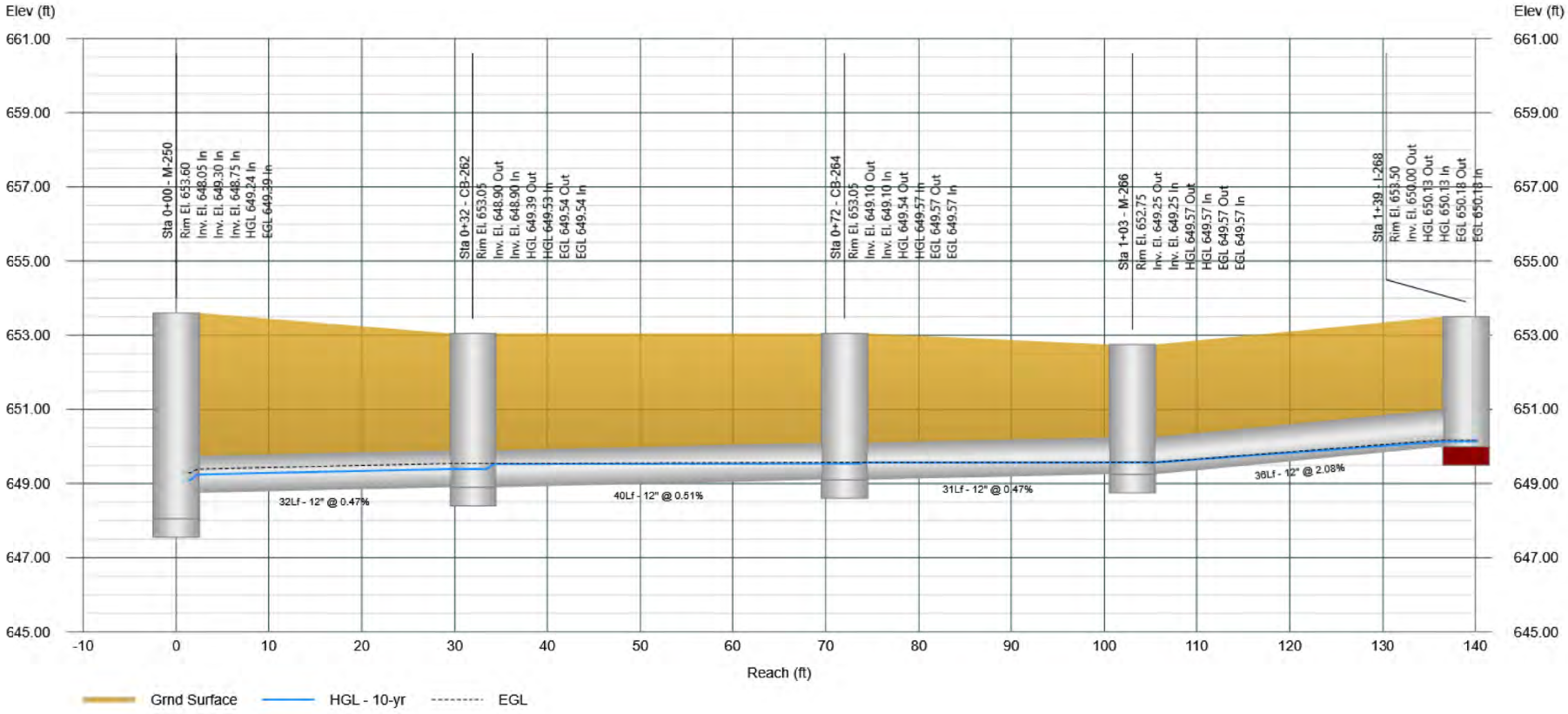


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

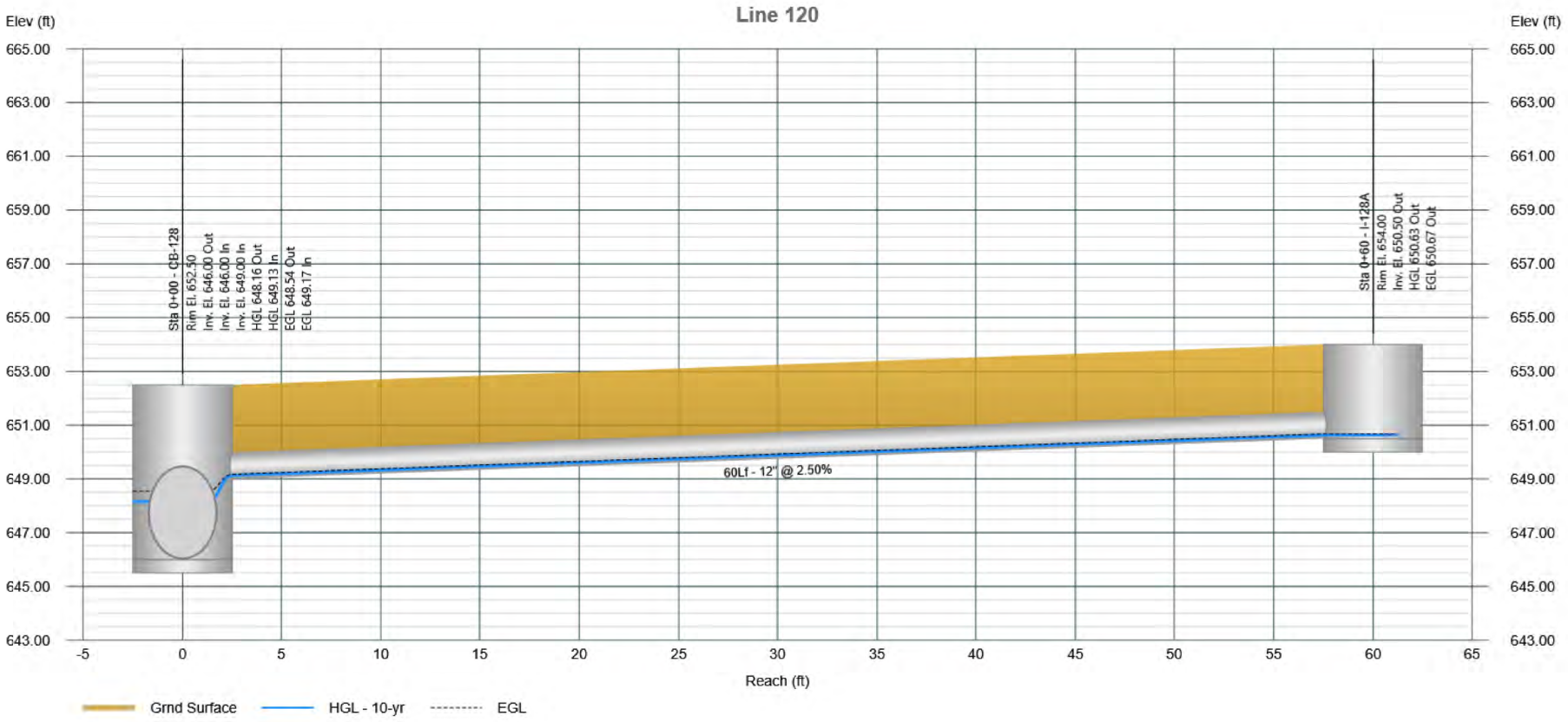


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



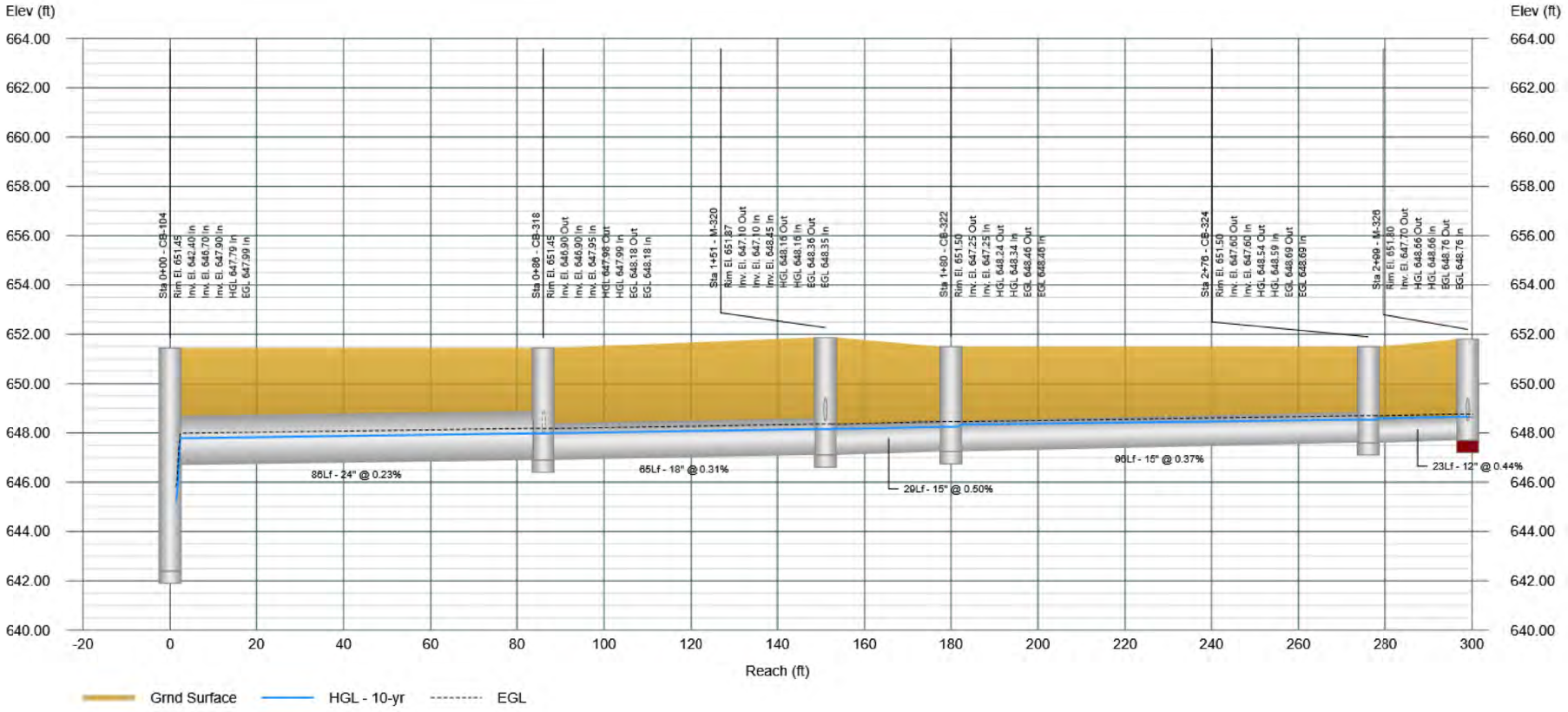
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

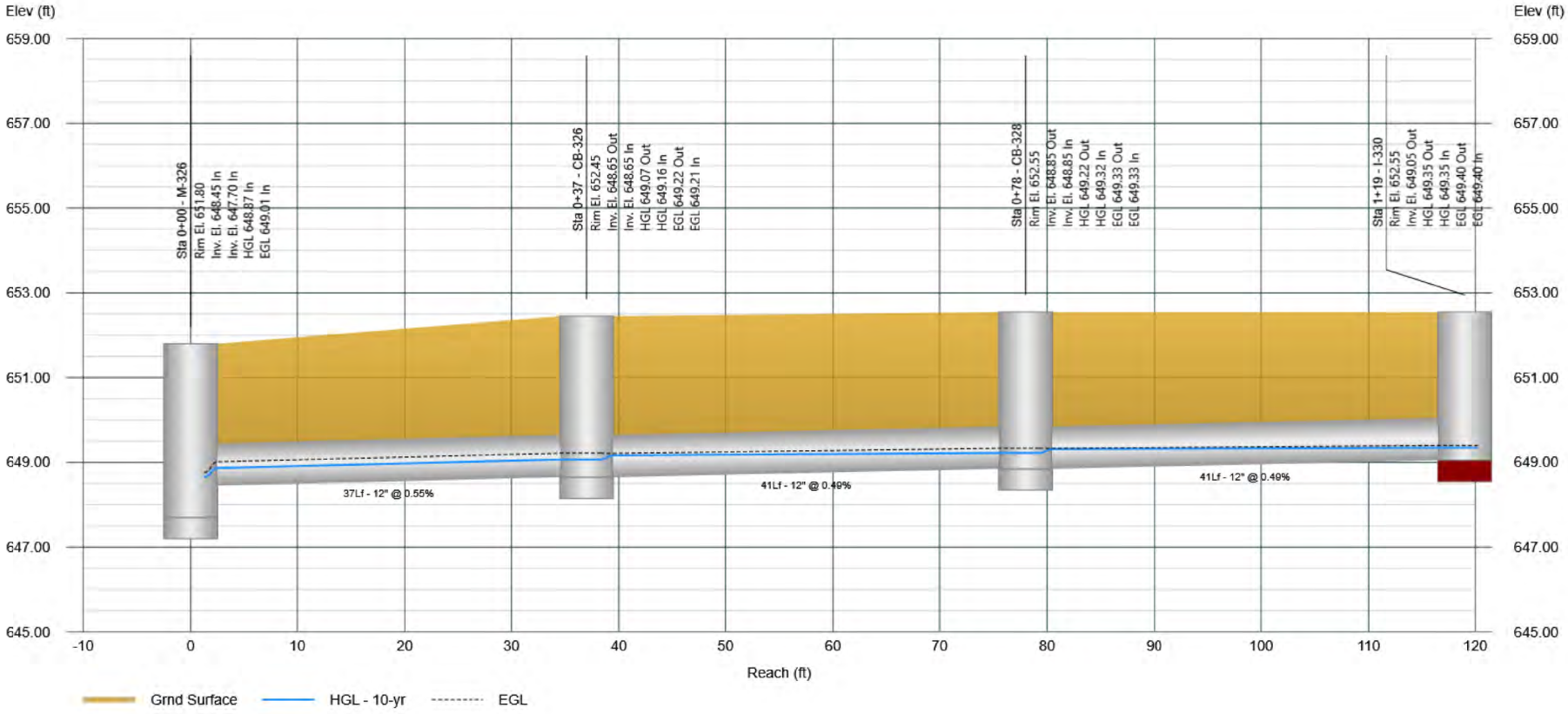


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

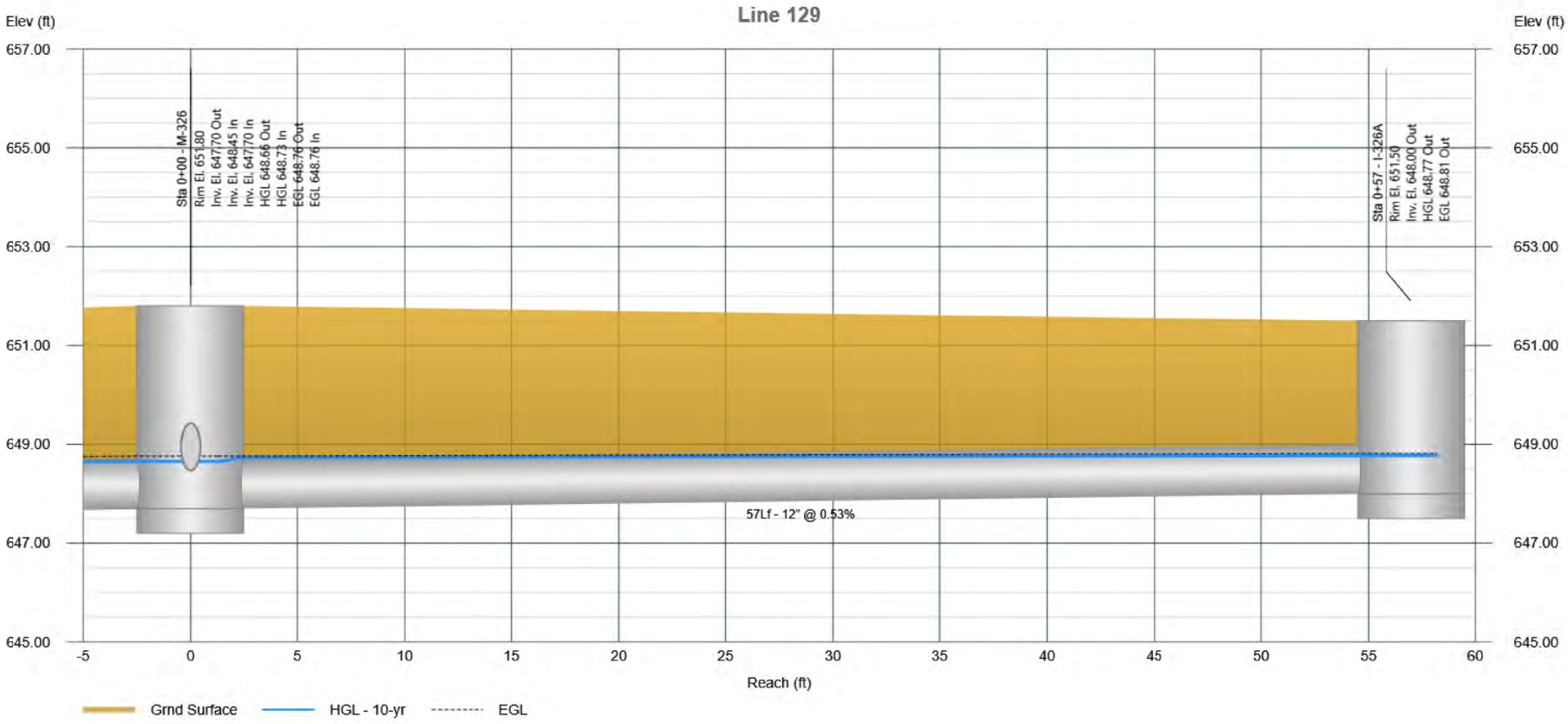


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

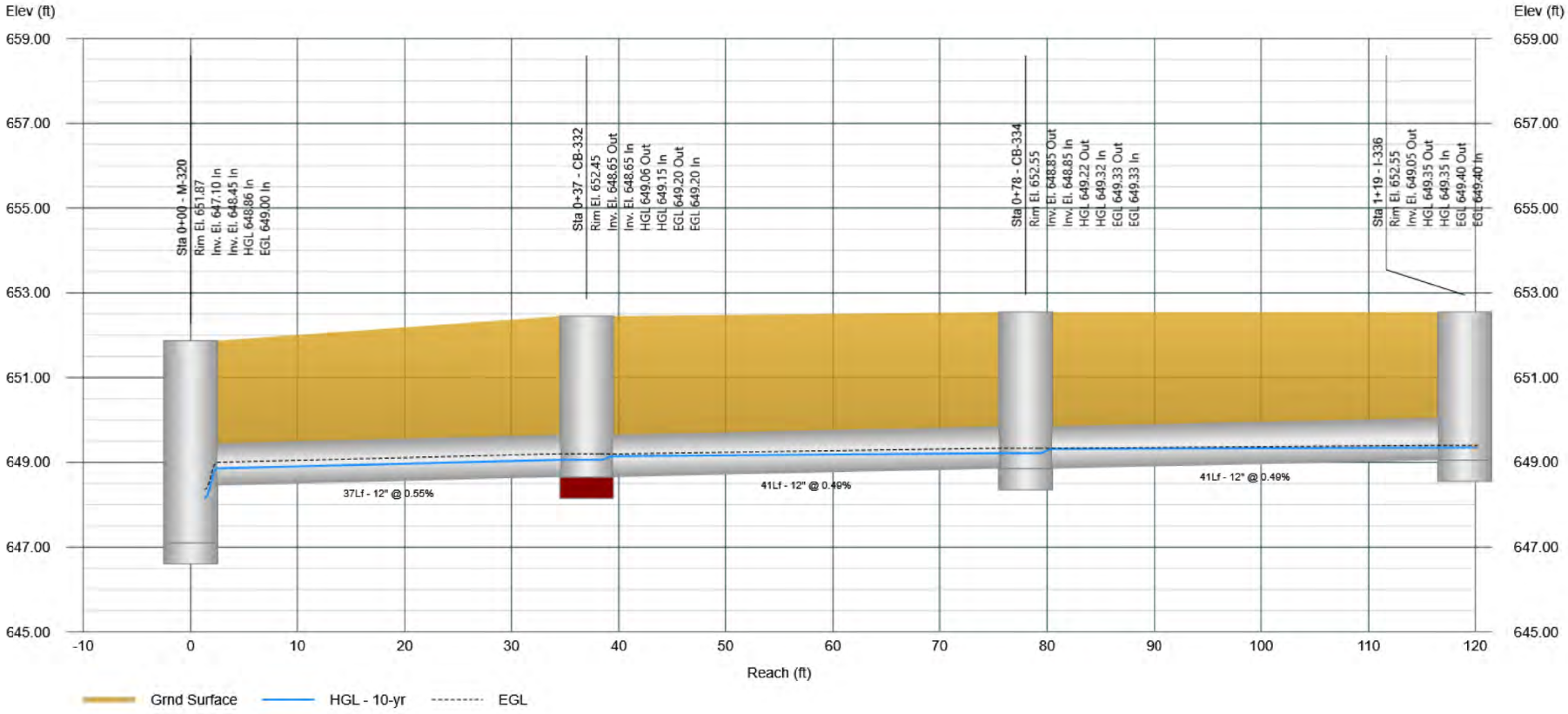


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

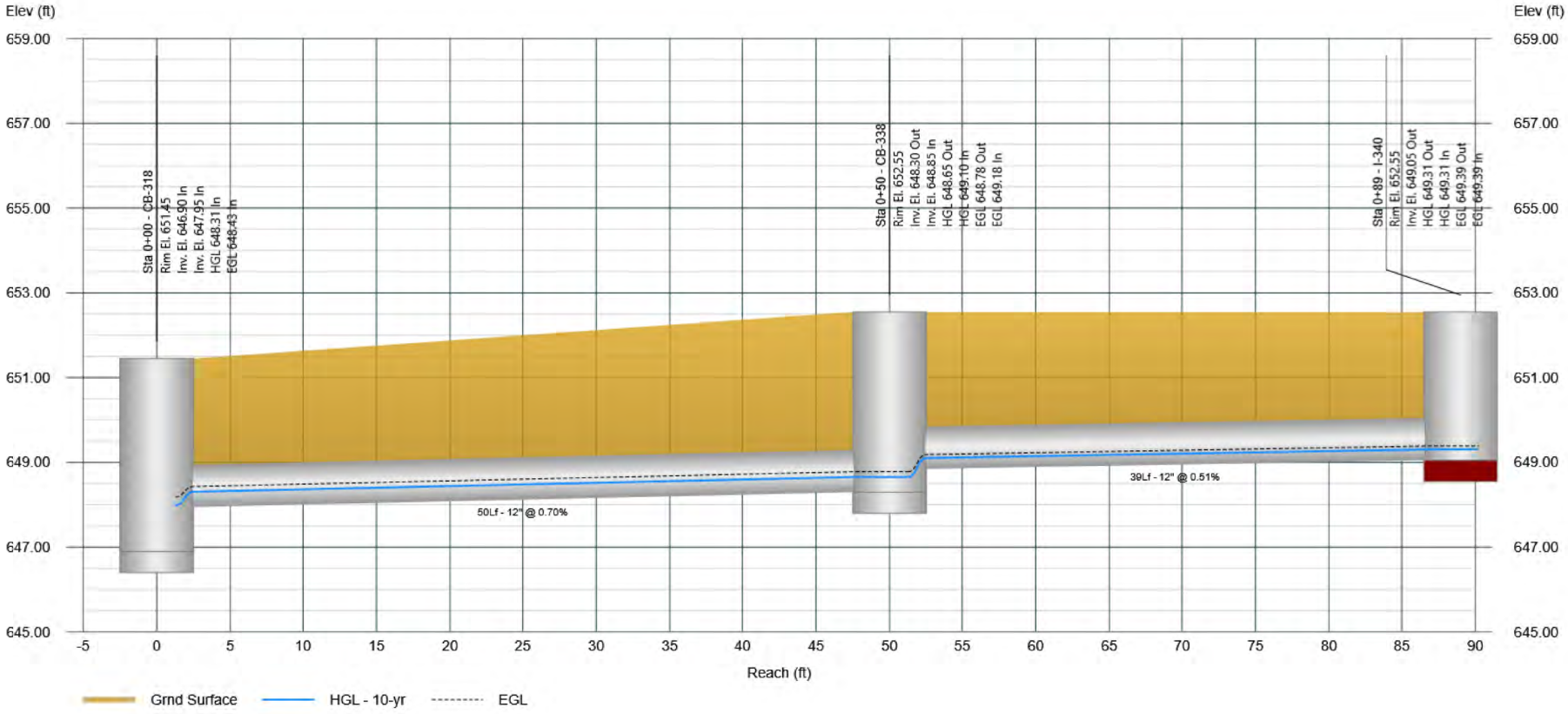


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



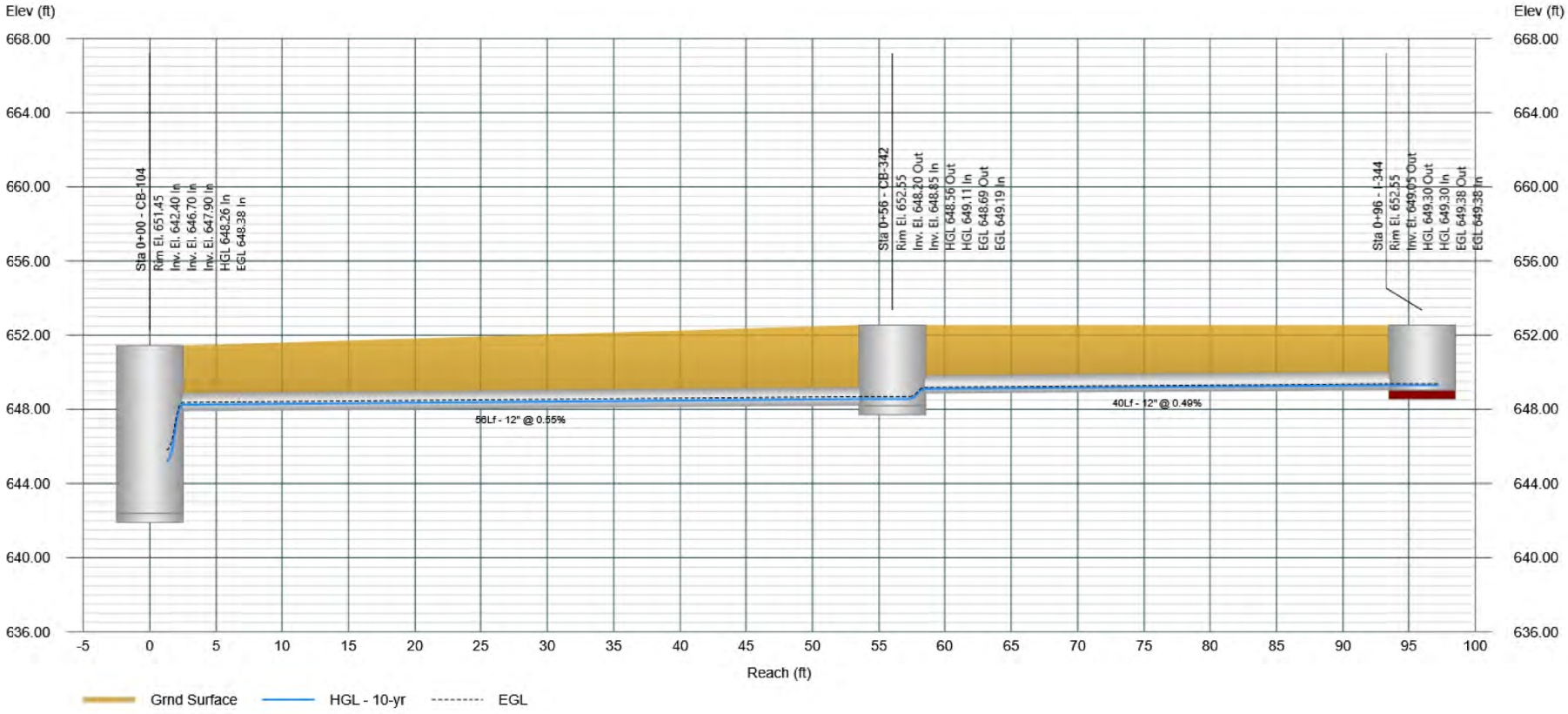
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



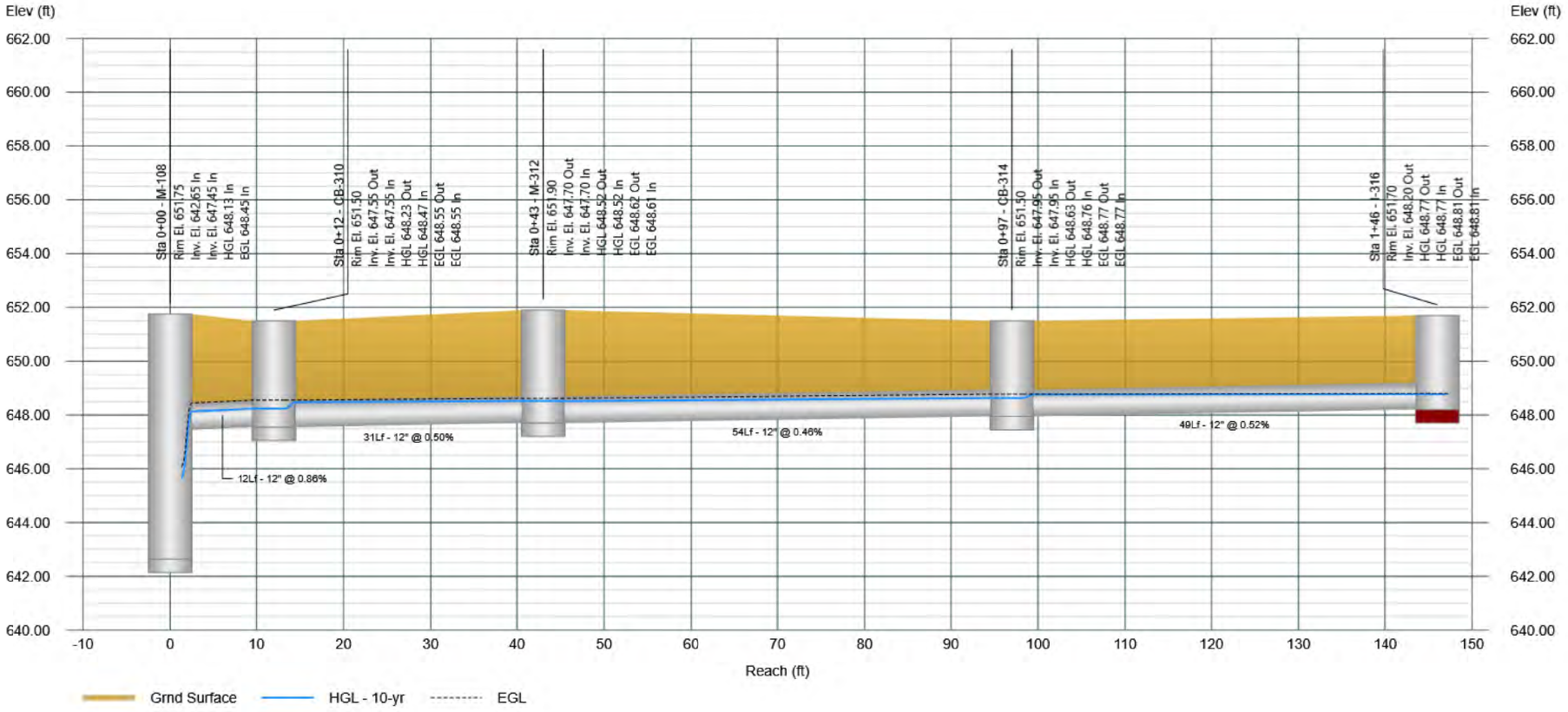
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

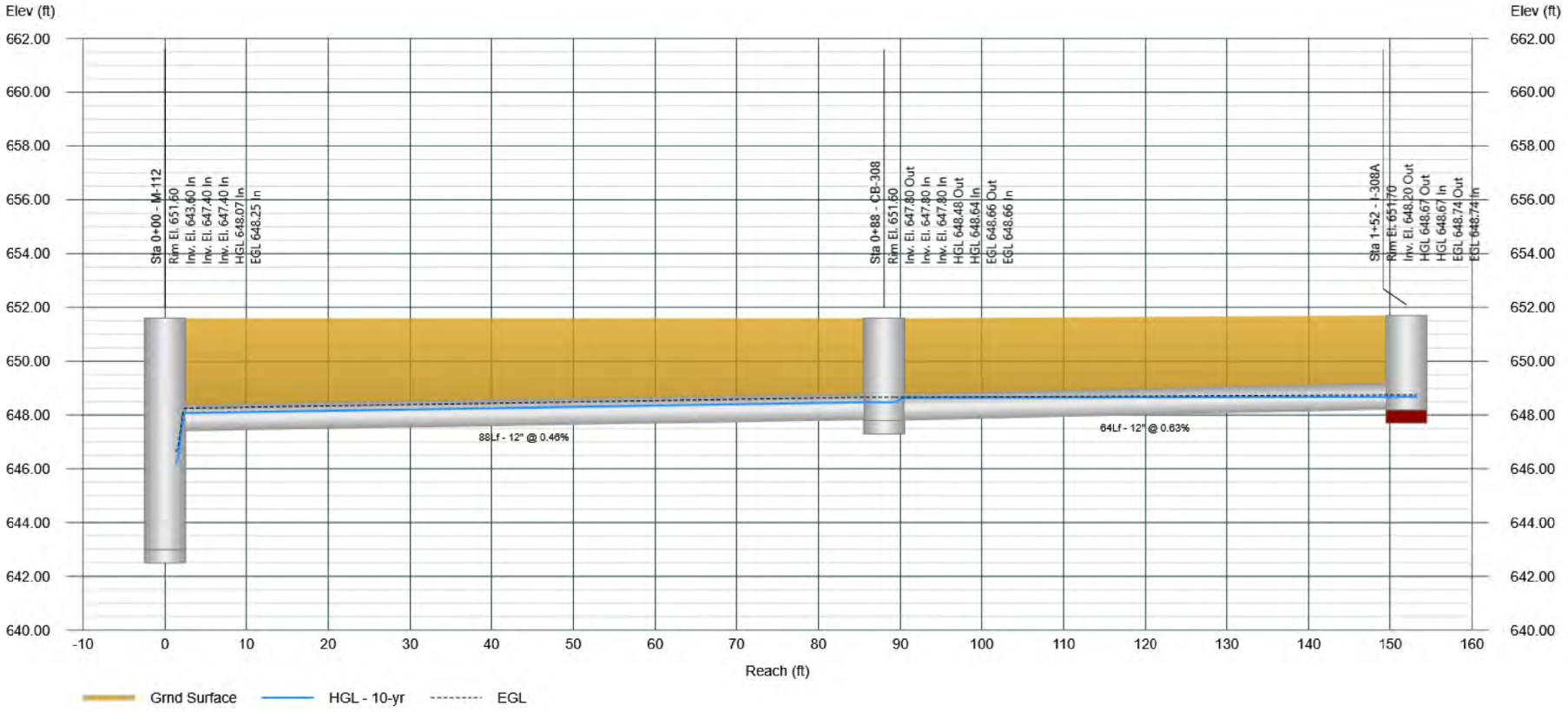


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

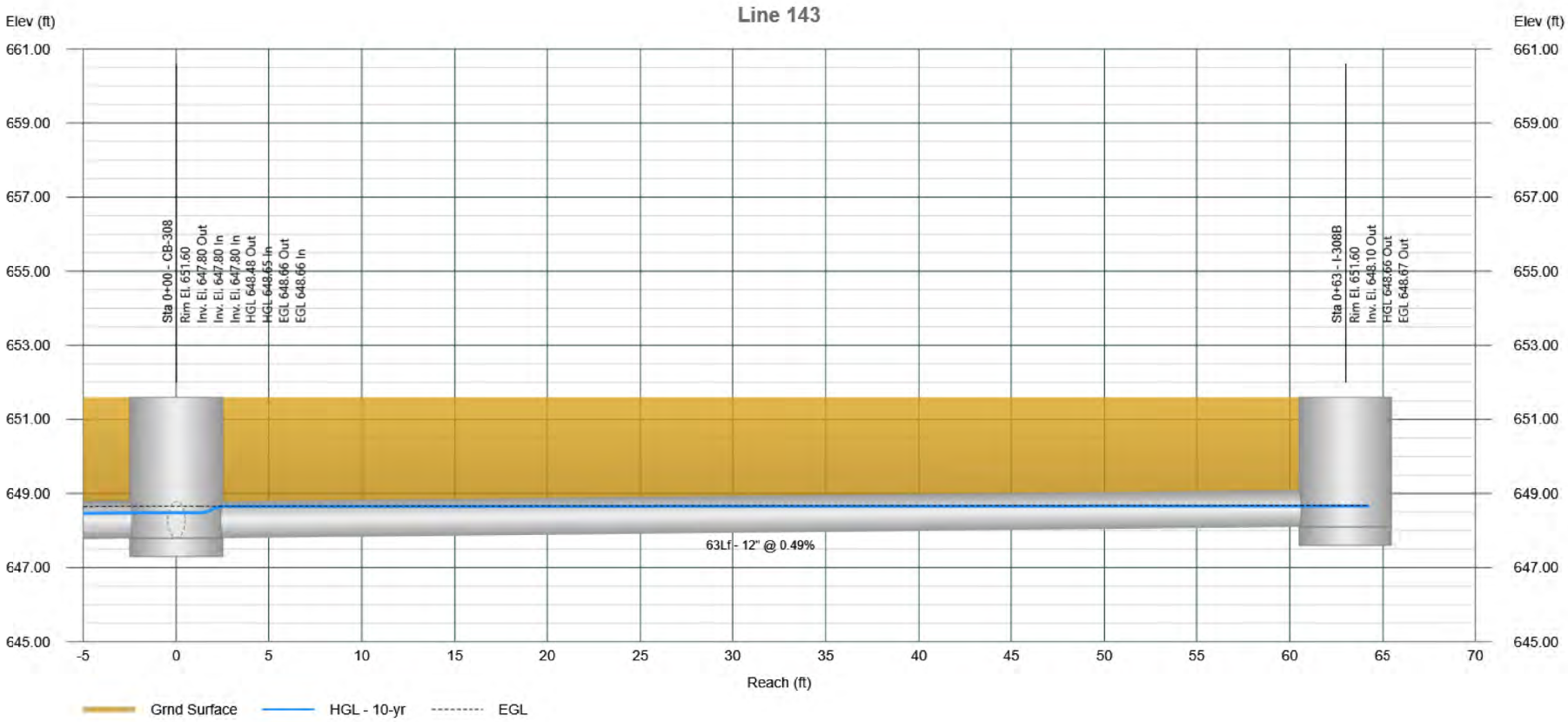


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

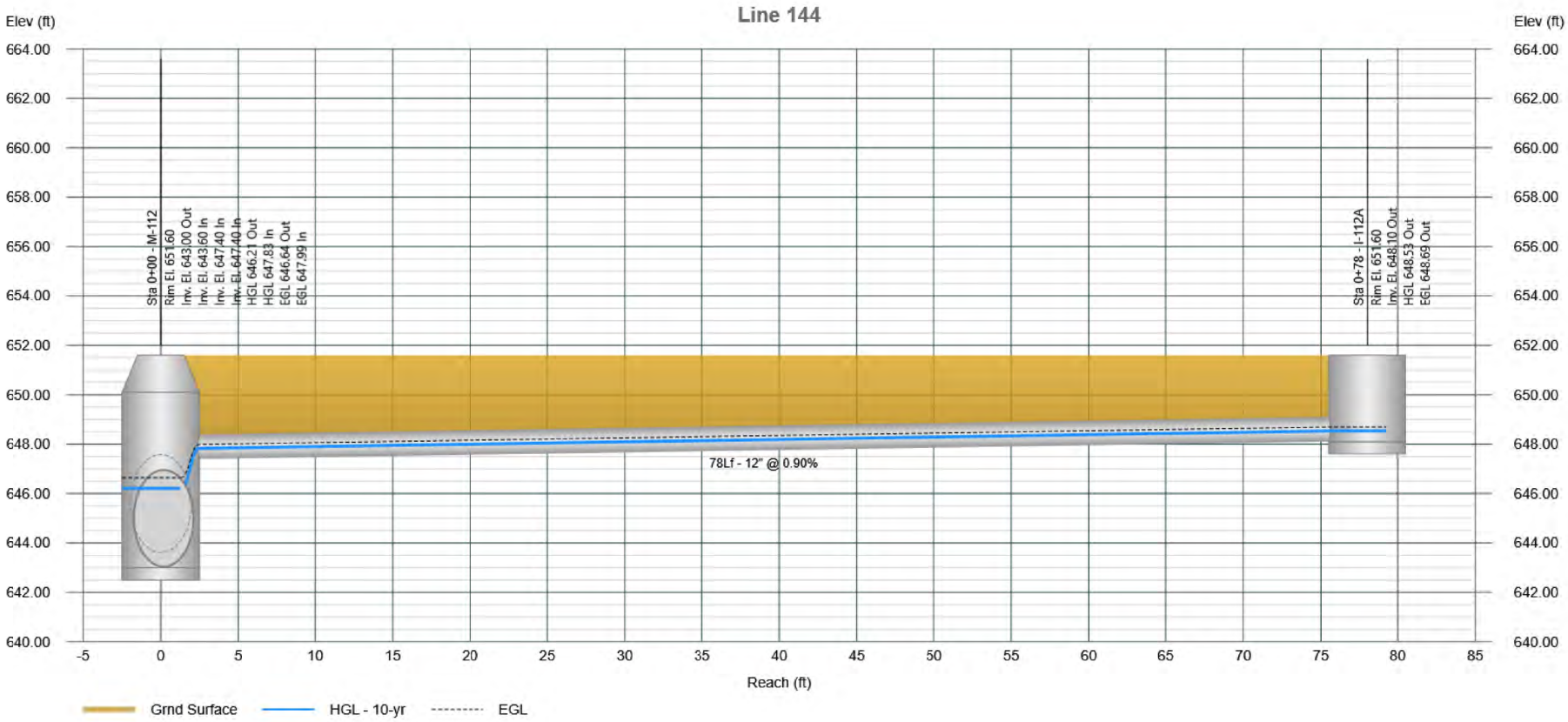


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



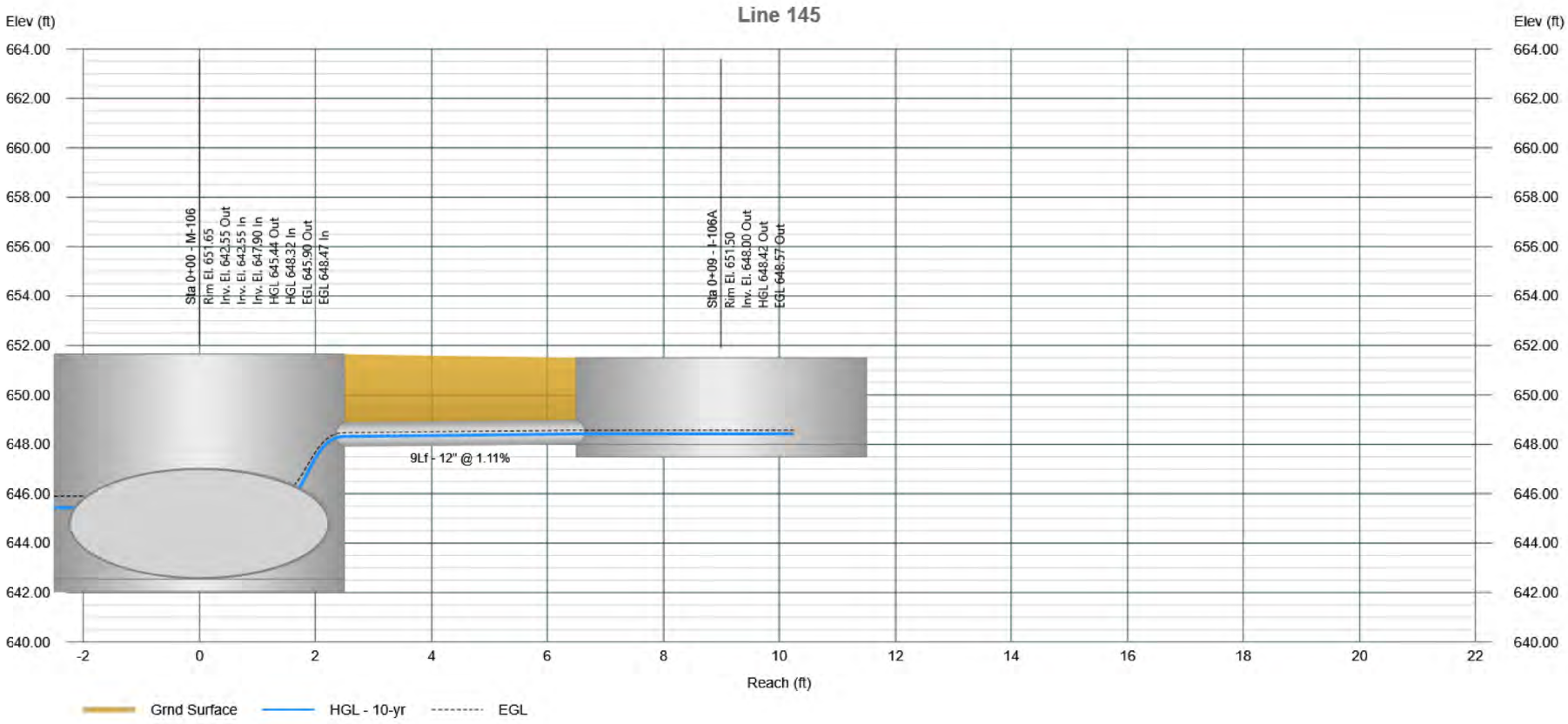
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



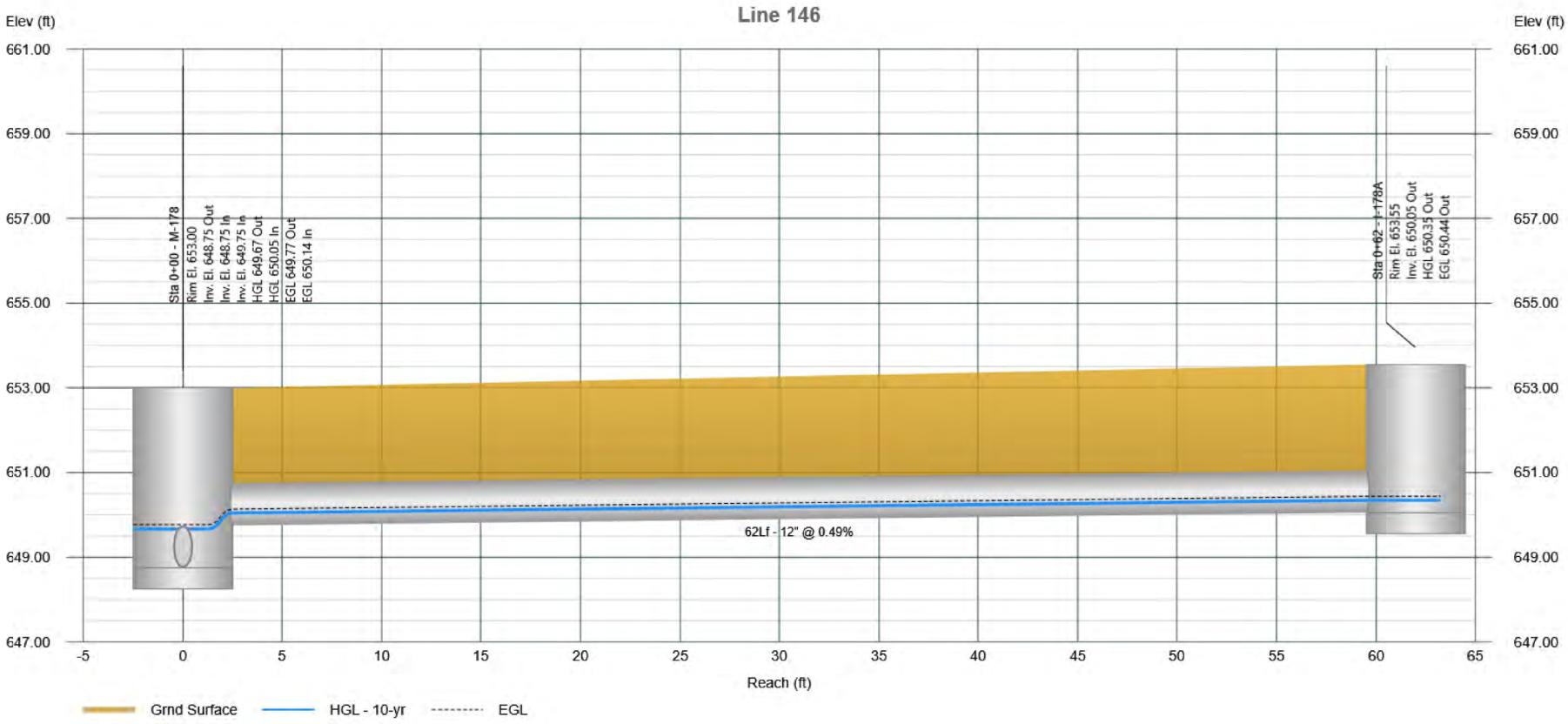
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

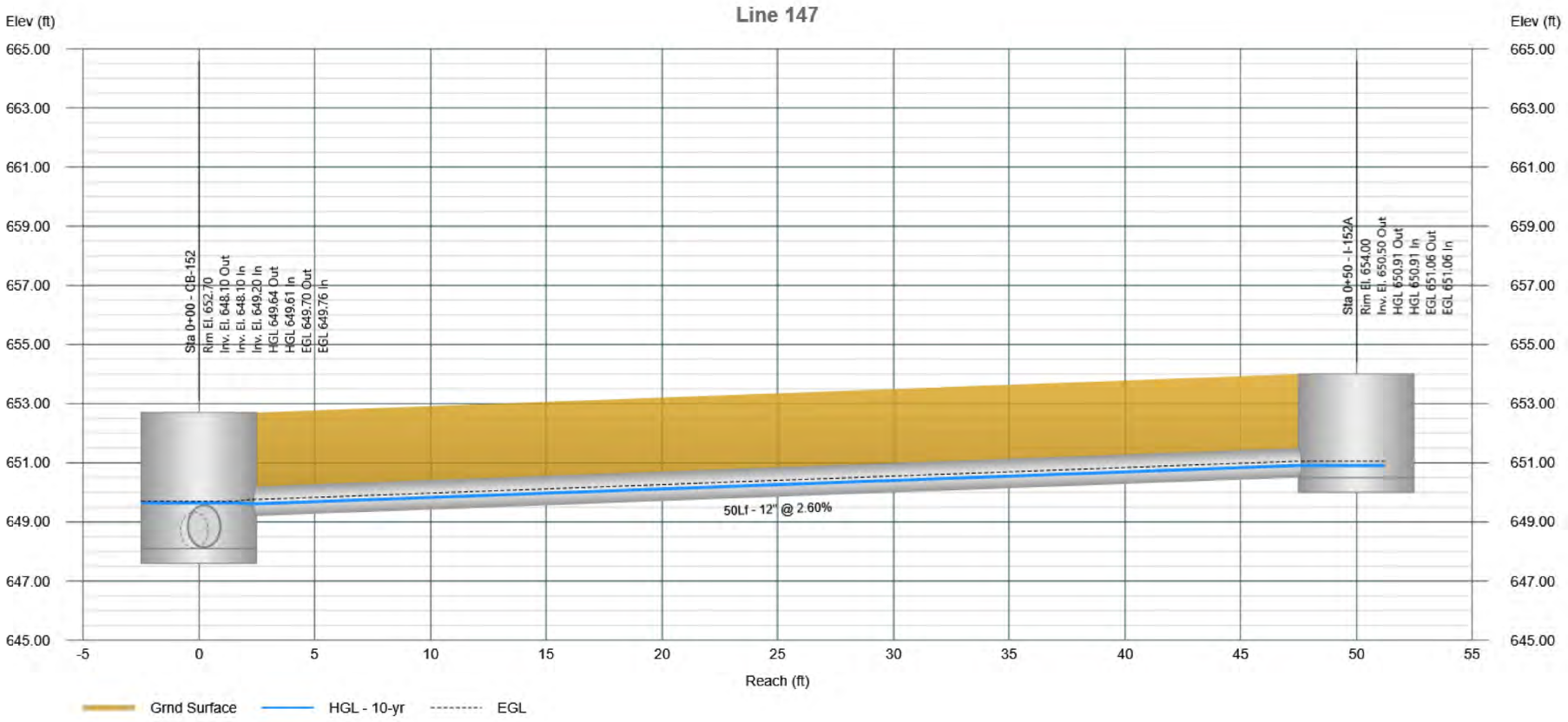


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



Storm Sewer Tabulation

Project Name: Enter Project Name...

Stormwater Studio 2026 v 3.0.0.40

11-24-2025

Line ID	Length	Drng Area		Rational	C x A		Tc		Intensity	Total Q	Capacity	Velocity	Line		Invert Elev		HGL Elev		Surface Elev		Line No
		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Up	Dn	Up	Dn	Up	Dn	
	(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
Line 1	60.00	0.000	15.990	0.00	0.00	12.15	0.0	15.80	9.13	110.92	113.55	8.13	54	0.33	642.20	642.00	645.80	645.60	652.98	653.00	1
Line 2	84.00	0.140	15.990	0.76	0.11	12.15	10.0	15.59	9.19	111.67	96.15	7.02	54	0.24	642.40	642.20	646.97	646.70	651.45	652.98	2
Line 3	63.00	0.000	14.410	0.00	0.00	10.95	0.0	15.44	9.23	101.14	97.58	6.36	54	0.25	642.55	642.40	647.28	647.11	651.65	651.45	3
Line 4	70.00	0.000	14.220	0.00	0.00	10.81	0.0	15.24	9.30	100.50	74.28	6.32	54	0.14	642.65	642.55	647.47	647.28	651.75	651.65	4
Line 5	86.00	0.150	13.700	0.76	0.11	10.41	10.0	15.03	9.36	97.50	69.56	7.76	48	0.23	642.85	642.65	647.55	647.15	652.50	651.75	5
Line 6	91.00	0.170	13.550	0.76	0.13	10.30	10.0	14.81	9.43	97.14	57.93	7.73	48	0.16	643.00	642.85	647.97	647.56	651.60	652.50	6
Line 7	94.00	0.000	12.800	0.00	0.00	9.73	0.0	14.58	9.51	92.50	73.73	7.36	48	0.26	643.85	643.60	648.45	648.06	652.70	651.60	7
Line 8	12.00	0.060	11.880	0.76	0.05	9.03	10.0	14.55	9.52	85.93	92.37	6.84	48	0.41	643.90	643.85	648.61	648.56	652.55	652.70	8
Line 9	23.00	0.000	11.280	0.00	0.00	8.57	0.0	14.49	9.54	81.76	70.94	6.51	48	0.24	643.95	643.90	648.75	648.68	653.15	652.55	9
Line 10	49.00	0.120	11.280	0.76	0.09	8.57	10.0	14.36	9.58	82.15	45.00	6.54	48	0.10	644.00	643.95	648.91	648.74	652.60	653.15	10
Line 11	50.00	0.180	11.160	0.76	0.14	8.48	10.0	14.22	9.63	81.67	45.61	6.50	48	0.10	644.05	644.00	649.07	648.91	652.00	652.60	11
Line 12	91.00	0.180	10.960	0.76	0.14	8.33	10.0	13.96	9.72	80.93	47.64	6.44	48	0.11	644.15	644.05	649.38	649.09	652.00	652.00	12
Line 13	47.00	0.140	10.780	0.76	0.11	8.19	10.0	13.83	9.76	79.97	46.88	6.36	48	0.11	644.20	644.15	649.54	649.39	652.50	652.00	13
Line 14	103.00	0.220	7.000	0.76	0.17	5.32	10.0	13.50	9.88	52.56	44.33	5.46	42	0.19	646.00	645.80	649.98	649.70	652.50	652.50	14
Line 15	81.00	0.110	6.760	0.76	0.08	5.14	10.0	13.27	9.96	51.18	49.99	5.32	42	0.25	646.20	646.00	650.22	650.01	652.50	652.50	15
Line 16	54.00	0.090	6.420	0.76	0.07	4.88	10.0	13.13	10.01	48.85	28.09	6.91	36	0.18	646.30	646.20	650.21	649.92	652.50	652.50	16
Line 17	86.00	0.070	4.480	0.76	0.05	3.40	10.0	12.88	10.11	34.41	35.96	4.87	36	0.29	646.55	646.30	650.81	650.58	652.50	652.50	17
Line 18	60.00	0.180	3.670	0.76	0.14	2.79	10.0	12.69	10.18	28.39	33.36	4.02	36	0.25	646.70	646.55	651.04	650.93	652.50	652.50	18
Line 19	59.00	0.130	3.360	0.76	0.10	2.55	10.0	12.47	10.26	26.21	27.45	3.71	36	0.17	646.80	646.70	651.16	651.07	652.50	652.50	19
Line 20	29.00	0.000	3.230	0.00	0.00	2.45	0.0	12.36	10.31	25.30	27.69	3.58	36	0.17	646.85	646.80	651.22	651.18	653.20	652.50	20
Line 21	49.00	0.190	2.830	0.76	0.14	2.15	10.0	12.22	10.36	22.28	42.61	3.15	36	0.41	647.05	646.85	651.32	651.26	652.50	653.20	21
Line 22	58.00	0.000	2.640	0.00	0.00	2.01	0.0	12.07	10.42	20.92	43.79	2.96	36	0.43	647.30	647.05	651.39	651.34	652.75	652.50	22

Notes: IDF File = BULL 75Modified-2020.idf, Return Period = 100-yrs.

Project File: 11395.02-SYS100.sws

Storm Sewer Tabulation

Project Name: Enter Project Name...

Stormwater Studio 2026 v 3.0.0.40

11-24-2025

Line ID	Length	Drng Area		Rational	C x A		Tc		Intensity	Total Q	Capacity	Velocity	Line		Invert Elev		HGL Elev		Surface Elev		Line No
		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Up	Dn	Up	Dn	Up	Dn	
	(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
Line 23	76.00	0.170	2.070	0.76	0.13	1.57	10.0	11.76	10.55	16.59	18.22	3.38	30	0.20	647.45	647.30	651.48	651.35	652.70	652.75	23
Line 24	74.00	0.170	1.210	0.76	0.13	0.92	10.0	11.49	10.66	9.80	13.15	3.12	24	0.34	647.70	647.45	651.64	651.50	652.70	652.70	24
Line 25	101.00	0.360	1.040	0.76	0.27	0.79	10.0	11.07	10.85	8.57	11.36	2.73	24	0.25	647.95	647.70	651.82	651.68	652.50	652.70	25
Line 26	37.00	0.070	0.680	0.76	0.05	0.52	10.0	10.92	10.91	5.64	6.73	3.19	18	0.41	648.10	647.95	651.89	651.78	652.70	652.50	26
Line 27	61.00	0.000	0.430	0.00	0.00	0.33	10.0	10.75	10.99	3.59	7.40	2.93	15	1.31	648.90	648.10	652.10	651.91	655.30	652.70	27
Line 28	46.00	0.270	0.430	0.76	0.21	0.33	10.0	10.53	11.09	3.62	3.69	2.95	15	0.33	649.05	648.90	652.24	652.10	653.00	655.30	28
Line 29	100.00	0.160	0.160	0.76	0.12	0.12	10.0	10.00	11.34	1.38	2.38	1.76	12	0.45	649.50	649.05	652.48	652.33	653.00	653.00	29
Line 30	77.00	0.120	0.690	0.76	0.09	0.52	10.0	11.08	10.84	5.68	25.41	1.16	30	0.38	648.05	647.75	651.65	651.63	652.40	652.70	30
Line 31	56.00	0.180	0.570	0.76	0.14	0.43	10.0	10.84	10.95	4.74	6.28	2.68	18	0.36	648.25	648.05	651.67	651.56	652.00	652.40	31
Line 32	121.00	0.200	0.390	0.76	0.15	0.30	10.0	10.36	11.17	3.31	2.40	4.22	12	0.45	648.80	648.25	652.55	651.51	652.40	652.00	32
Line 33	70.00	0.190	0.190	0.76	0.14	0.14	10.0	10.00	11.34	1.64	2.34	2.09	12	0.43	649.10	648.80	652.91	652.76	652.60	652.40	33
Line 34	20.00	0.190	0.570	0.76	0.14	0.43	10.0	10.53	11.09	4.80	3.08	6.12	12	0.75	648.55	648.40	651.31	650.95	652.50	652.75	34
New	40.00	0.000	0.380	0.00	0.00	0.29	0.0	10.37	11.17	3.22	2.53	4.11	12	0.51	648.75	648.55	651.96	651.63	653.00	652.50	35
Line 36	53.00	0.290	0.290	0.76	0.22	0.22	10.0	10.00	11.34	2.50	2.44	3.18	12	0.47	649.00	648.75	652.33	652.07	652.50	653.00	36
Line 37	65.00	0.000	0.400	0.00	0.00	0.30	0.0	10.73	11.00	3.34	7.71	1.89	18	0.54	647.20	646.85	651.43	651.36	653.55	653.20	37
Line 38	41.00	0.070	0.400	0.76	0.05	0.30	10.0	10.56	11.08	3.37	4.51	2.74	15	0.49	647.40	647.20	651.48	651.37	653.55	653.55	38
Line 39	40.00	0.070	0.330	0.76	0.05	0.25	10.0	10.37	11.16	2.80	2.52	3.57	12	0.50	647.60	647.40	651.65	651.40	653.55	653.55	39
Line 40	81.00	0.260	0.260	0.76	0.20	0.20	10.0	10.00	11.34	2.24	2.50	2.85	12	0.49	648.00	647.60	652.04	651.72	651.50	653.55	40
Line 41	48.00	0.070	0.740	0.76	0.05	0.56	10.0	10.51	11.10	6.24	6.78	3.53	18	0.42	647.80	647.60	651.15	650.98	653.55	652.50	41
Line 42	41.00	0.070	0.670	0.76	0.05	0.51	10.0	10.36	11.17	5.69	4.51	4.64	15	0.49	648.00	647.80	651.33	651.01	653.55	653.55	42
Line 43	40.00	0.070	0.600	0.76	0.05	0.46	10.0	10.20	11.25	5.13	4.57	4.18	15	0.50	648.20	648.00	651.65	651.39	653.55	653.55	43
Line 44	36.00	0.390	0.530	0.76	0.30	0.40	10.0	10.06	11.31	4.56	4.81	3.71	15	0.56	648.40	648.20	651.88	651.70	651.50	653.55	44

Notes: IDF File = BULL 75Modified-2020.idf, Return Period = 100-yrs.

Project File: 11395.02-SYS100.sws

Storm Sewer Tabulation

Project Name: Enter Project Name...

Stormwater Studio 2026 v 3.0.0.40

11-24-2025

Line ID	Length	Drng Area		Rational	C x A		Tc		Intensity	Total Q	Capacity	Velocity	Line		Invert Elev		HGL Elev		Surface Elev		Line No
		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Up	Dn	Up	Dn	Up	Dn	
	(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
Line 45	14.00	0.140	0.140	0.76	0.11	0.11	10.0	10.00	11.34	1.21	3.01	1.54	12	0.71	648.50	648.40	652.08	652.06	652.00	651.50	45
Line 46	36.00	0.130	0.130	0.76	0.10	0.10	10.0	10.00	11.34	1.12	4.20	1.43	12	1.39	649.00	648.50	651.29	651.25	652.50	652.50	46
Line 47	54.00	0.060	1.850	0.76	0.05	1.41	10.0	10.81	10.96	15.41	24.96	3.14	30	0.37	647.00	646.80	650.87	650.79	653.55	652.50	47
Line 48	42.00	0.060	1.710	0.76	0.05	1.30	10.0	10.67	11.03	14.33	13.52	4.56	24	0.36	647.15	647.00	650.87	650.70	653.55	653.55	48
Line 49	52.00	0.170	1.650	0.76	0.13	1.25	10.0	10.47	11.12	13.94	12.15	4.44	24	0.29	647.30	647.15	651.08	650.89	652.50	653.55	49
Line 50	89.00	0.130	1.310	0.76	0.10	1.00	10.0	10.09	11.30	11.25	10.72	3.58	24	0.22	647.50	647.30	651.41	651.19	652.50	652.50	50
Line 51	44.00	1.180	1.180	0.76	0.90	0.90	10.0	10.00	11.34	10.17	6.88	8.29	15	1.14	648.00	647.50	651.64	650.54	651.50	652.50	51
Line 52	68.00	0.170	0.170	0.76	0.13	0.13	10.0	10.00	11.34	1.47	3.05	1.87	12	0.74	649.00	648.50	651.45	651.34	652.50	652.50	52
Line 53	79.00	0.180	2.660	0.76	0.14	2.02	10.0	12.84	10.12	20.46	41.10	2.90	36	0.38	644.50	644.20	650.11	650.04	652.40	652.50	53
Line 54	66.00	0.090	2.480	0.76	0.07	1.88	10.0	12.63	10.20	19.23	36.71	2.72	36	0.30	644.70	644.50	650.18	650.13	652.40	652.40	54
Line 55	65.00	0.190	2.390	0.76	0.14	1.82	10.0	12.42	10.28	18.68	37.00	2.64	36	0.31	644.90	644.70	650.24	650.19	651.65	652.40	55
Line 56	62.00	0.160	1.840	0.76	0.12	1.40	10.0	12.21	10.37	14.50	37.87	2.05	36	0.32	645.10	644.90	650.31	650.28	651.65	651.65	56
Line 57	90.00	0.220	1.450	0.76	0.17	1.10	10.0	11.93	10.48	11.55	27.34	2.35	30	0.44	645.50	645.10	650.36	650.29	651.65	651.65	57
Line 58	34.00	0.000	1.230	0.00	0.00	0.93	0.0	11.83	10.52	9.84	31.46	2.00	30	0.59	645.70	645.50	650.40	650.39	652.35	651.65	58
Line 59	96.00	0.180	1.000	0.76	0.14	0.76	10.0	11.45	10.68	8.12	12.64	2.58	24	0.31	646.00	645.70	650.49	650.36	652.30	652.35	59
Line 60	73.00	0.100	0.530	0.76	0.08	0.40	10.0	11.18	10.80	4.35	4.78	3.54	15	0.55	646.40	646.00	650.73	650.40	652.30	652.30	60
Line 61	57.00	0.070	0.290	0.76	0.05	0.22	10.0	10.93	10.91	2.40	4.68	1.96	15	0.53	646.70	646.40	650.94	650.86	652.30	652.30	61
Line 62	41.00	0.110	0.220	0.76	0.08	0.17	10.0	10.73	11.00	1.84	2.49	2.34	12	0.49	646.90	646.70	651.03	650.92	652.30	652.30	62
Line 63	66.00	0.070	0.110	0.76	0.05	0.08	10.0	10.35	11.18	0.93	2.40	1.19	12	0.45	647.20	646.90	651.13	651.09	651.00	652.30	63
Line 64	50.00	0.040	0.040	0.76	0.03	0.03	10.0	10.00	11.34	0.34	2.76	0.44	12	0.60	647.50	647.20	651.16	651.15	651.00	651.00	64
Line 65	49.00	0.070	0.140	0.76	0.05	0.11	10.0	10.25	11.22	1.19	2.54	1.52	12	0.51	648.85	648.60	650.94	650.89	652.55	652.30	65
Line 66	40.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	11.34	0.60	2.52	0.77	12	0.50	649.05	648.85	650.98	650.97	652.55	652.55	66

Notes: IDF File = BULL 75Modified-2020.idf, Return Period = 100-yrs.

Project File: 11395.02-SYS100.sws

Storm Sewer Tabulation

Project Name: Enter Project Name...

Stormwater Studio 2026 v 3.0.0.40

11-24-2025

Line ID	Length	Drng Area		Rational	C x A		Tc		Intensity	Total Q	Capacity	Velocity	Line		Invert Elev		HGL Elev		Surface Elev		Line No
		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Up	Dn	Up	Dn	Up	Dn	
	(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
Line 67	75.00	0.090	0.290	0.76	0.07	0.22	10.0	10.46	11.12	2.45	2.43	3.12	12	0.47	648.95	648.60	650.80	650.44	653.05	652.30	67
Line 68	50.00	0.070	0.140	0.76	0.05	0.11	10.0	10.23	11.23	1.20	2.98	1.52	12	0.70	649.30	648.95	650.97	650.91	653.05	653.05	68
Line 69	39.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	11.34	0.60	2.85	0.77	12	0.64	649.55	649.30	651.00	650.99	653.05	653.05	69
Line 70	52.00	0.060	0.060	0.76	0.05	0.05	10.0	10.00	11.34	0.52	2.47	0.66	12	0.48	649.20	648.95	650.95	650.94	652.70	653.05	70
Line 71	96.00	0.180	0.360	0.76	0.14	0.27	10.0	10.66	11.03	3.02	2.44	3.84	12	0.47	648.45	648.00	650.81	650.12	651.60	651.65	71
Line 72	37.00	0.040	0.180	0.76	0.03	0.14	10.0	10.48	11.11	1.52	2.62	1.94	12	0.54	648.65	648.45	651.05	650.98	652.45	651.60	72
Line 73	41.00	0.070	0.140	0.76	0.05	0.11	10.0	10.26	11.22	1.19	2.49	1.52	12	0.49	648.85	648.65	651.11	651.07	652.55	652.45	73
Line 74	41.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	11.34	0.60	2.49	0.77	12	0.49	649.05	648.85	651.15	651.14	652.55	652.55	74
Line 75	42.00	0.060	0.210	0.76	0.05	0.16	10.0	10.45	11.13	1.78	2.46	2.26	12	0.48	648.20	648.00	650.40	650.30	652.10	651.65	75
Line 76	36.00	0.090	0.150	0.76	0.07	0.11	10.0	10.27	11.21	1.28	2.65	1.63	12	0.56	648.40	648.20	650.49	650.44	652.10	652.10	76
Line 77	41.00	0.060	0.060	0.76	0.05	0.05	10.0	10.00	11.34	0.52	2.49	0.66	12	0.49	648.60	648.40	650.53	650.52	652.10	652.10	77
Line 78	51.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	11.34	0.17	4.99	0.23	12	1.96	649.50	648.50	650.38	650.38	653.00	651.65	78
Line 79	57.00	0.230	0.230	0.76	0.17	0.17	10.0	10.00	11.34	1.98	2.36	2.53	12	0.44	648.55	648.30	650.54	650.37	652.05	652.35	79
Line 80	48.00	0.160	0.230	0.76	0.12	0.17	10.0	10.35	11.18	1.95	2.57	2.49	12	0.52	648.65	648.40	650.71	650.56	652.15	652.50	80
Line 81	54.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	11.34	0.60	2.45	0.77	12	0.47	648.90	648.65	650.81	650.79	652.40	652.15	81
Line 82	43.00	0.080	0.080	0.76	0.06	0.06	10.0	10.00	11.34	0.69	2.72	0.88	12	0.58	650.05	649.80	651.03	651.01	653.55	653.55	82
Line 83	40.00	0.060	0.540	0.76	0.05	0.41	10.0	11.21	10.78	4.43	3.11	5.63	12	0.76	647.70	647.40	649.46	648.84	652.55	652.55	83
Line 84	41.00	0.090	0.480	0.76	0.07	0.36	10.0	11.08	10.84	3.96	2.48	5.04	12	0.49	647.90	647.70	650.06	649.56	652.55	652.55	84
Line 85	57.00	0.070	0.390	0.76	0.05	0.30	10.0	10.85	10.95	3.24	2.36	4.13	12	0.44	648.15	647.90	650.67	650.19	652.55	652.55	85
Line 86	46.00	0.080	0.320	0.76	0.06	0.24	10.0	10.64	11.04	2.68	2.63	3.42	12	0.55	648.40	648.15	651.01	650.75	652.55	652.55	86
Line 87	36.00	0.050	0.240	0.76	0.04	0.18	10.0	10.50	11.11	2.03	2.95	2.58	12	0.69	648.65	648.40	651.21	651.09	652.55	652.55	87
Line 88	11.00	0.000	0.170	0.00	0.00	0.13	0.0	10.44	11.13	1.44	2.36	1.83	12	0.44	648.70	648.65	651.28	651.26	652.70	652.55	88

Notes: IDF File = BULL 75Modified-2020.idf, Return Period = 100-yrs.

Project File: 11395.02-SYS100.sws

Storm Sewer Tabulation

Project Name: Enter Project Name...

Stormwater Studio 2026 v 3.0.0.40

11-24-2025

Line ID	Length	Drng Area		Rational	C x A		Tc		Intensity	Total Q	Capacity	Velocity	Line		Invert Elev		HGL Elev		Surface Elev		Line No
		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Up	Dn	Up	Dn	Up	Dn	
	(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
Line 89	28.00	0.080	0.150	0.76	0.06	0.11	10.0	10.30	11.20	1.28	2.63	1.63	12	0.54	648.85	648.70	651.32	651.29	652.55	652.70	89
Line 90	45.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	11.34	0.60	2.37	0.77	12	0.44	649.05	648.85	651.37	651.35	652.55	652.55	90
Line 91	42.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	11.34	0.17	2.48	0.22	12	0.49	649.50	649.30	651.33	651.33	653.00	652.70	91
Line 92	40.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	11.34	0.17	3.80	0.22	12	1.14	649.50	649.05	651.31	651.31	653.00	652.55	92
Line 93	30.00	0.060	0.920	0.76	0.05	0.70	10.0	11.69	10.58	7.40	7.37	4.19	18	0.49	646.50	646.35	649.17	649.02	652.55	652.70	93
Line 94	40.00	0.050	0.860	0.76	0.04	0.65	10.0	11.55	10.64	6.95	7.49	3.93	18	0.51	646.70	646.50	649.37	649.20	652.55	652.55	94
Line 95	42.00	0.060	0.600	0.76	0.05	0.46	10.0	11.41	10.70	4.88	8.79	2.76	18	0.70	647.00	646.70	649.59	649.50	652.55	652.55	95
Line 96	52.00	0.000	0.540	0.00	0.00	0.41	0.0	11.26	10.76	4.42	2.74	5.62	12	0.59	647.30	647.00	650.01	649.21	651.50	652.55	96
Line 97	38.00	0.210	0.540	0.76	0.16	0.41	10.0	11.15	10.81	4.44	2.87	5.65	12	0.65	647.55	647.30	650.60	650.01	651.00	651.50	97
Line 98	82.00	0.310	0.330	0.76	0.24	0.25	10.0	10.76	10.98	2.75	2.32	3.51	12	0.43	647.90	647.55	651.40	650.91	651.00	651.00	98
Line 99	56.00	0.000	0.020	0.00	0.00	0.02	0.0	10.24	11.23	0.17	2.40	0.22	12	0.46	648.15	647.90	651.59	651.59	651.65	651.00	99
Line 100	31.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	11.34	0.17	3.22	0.22	12	0.82	648.40	648.15	651.59	651.59	651.90	651.65	100
Line 101	27.61	0.050	0.210	0.76	0.04	0.16	10.0	10.44	11.13	1.78	2.63	2.29	12	0.55	648.65	648.50	649.60	649.54	652.55	652.55	101
Line 102	40.16	0.070	0.160	0.76	0.05	0.12	10.0	10.23	11.23	1.37	2.49	1.86	12	0.49	648.85	648.65	649.67	649.63	652.55	652.55	102
Line 103	39.89	0.090	0.090	0.76	0.07	0.07	10.0	10.00	11.34	0.78	2.55	1.23	12	0.51	649.05	648.85	649.73	649.72	652.55	652.55	103
Line 104	48.00	0.030	0.980	0.76	0.02	0.74	10.0	11.18	10.80	8.04	5.92	4.55	18	0.32	647.90	647.75	650.13	649.84	652.00	652.50	104
Line 105	51.00	0.000	0.950	0.00	0.00	0.72	0.0	10.99	10.88	7.86	5.69	4.45	18	0.29	648.05	647.90	650.43	650.14	653.60	652.00	105
Line 106	94.00	0.310	0.460	0.76	0.24	0.35	10.0	10.60	11.06	3.87	2.47	4.92	12	0.48	648.50	648.05	651.47	650.36	651.60	653.60	106
Line 107	54.00	0.000	0.150	0.00	0.00	0.11	0.0	10.31	11.20	1.28	2.41	1.63	12	0.46	648.75	648.50	651.87	651.80	652.30	651.60	107
Line 108	47.00	0.130	0.130	0.76	0.10	0.10	10.0	10.00	11.34	1.12	2.61	1.43	12	0.54	649.00	648.75	651.93	651.88	652.50	652.30	108
Line 109	33.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	11.34	0.17	2.44	0.22	12	0.47	648.90	648.75	651.91	651.91	652.40	652.30	109
Line 110	57.00	0.070	0.250	0.76	0.05	0.19	10.0	10.71	11.01	2.09	2.36	2.66	12	0.44	649.55	649.30	650.82	650.62	653.55	653.60	110

Notes: IDF File = BULL 75Modified-2020.idf, Return Period = 100-yrs.

Project File: 11395.02-SYS100.sws

Storm Sewer Tabulation

Project Name: Enter Project Name...

Stormwater Studio 2026 v 3.0.0.40

11-24-2025

Line ID	Length	Drng Area		Rational	C x A		Tc		Intensity	Total Q	Capacity	Velocity	Line		Invert Elev		HGL Elev		Surface Elev		Line No
		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Up	Dn	Up	Dn	Up	Dn	
	(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
Line 111	49.00	0.080	0.180	0.76	0.06	0.14	10.0	10.47	11.12	1.52	2.57	1.94	12	0.52	649.80	649.55	650.96	650.87	653.55	653.55	111
Line 112	19.00	0.000	0.100	0.00	0.00	0.08	0.0	10.36	11.17	0.85	2.49	1.08	12	0.49	649.90	649.80	651.01	651.00	653.90	653.55	112
Line 113	29.00	0.080	0.080	0.76	0.06	0.06	10.0	10.00	11.34	0.69	2.62	0.88	12	0.54	650.05	649.90	651.03	651.02	653.55	653.90	113
Line 114	40.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	11.34	0.17	2.55	0.34	12	0.51	650.50	650.30	651.03	651.03	654.00	653.90	114
Line 115	32.00	0.150	0.240	0.76	0.11	0.18	10.0	10.72	11.00	2.01	2.44	2.56	12	0.47	648.90	648.75	650.73	650.63	653.05	653.60	115
Line 116	40.00	0.070	0.090	0.76	0.05	0.07	10.0	10.49	11.11	0.76	2.55	0.97	12	0.51	649.10	648.90	650.84	650.82	653.05	653.05	116
Line 117	31.00	0.000	0.020	0.00	0.00	0.02	0.0	10.20	11.25	0.17	2.44	0.22	12	0.47	649.25	649.10	650.85	650.85	652.75	653.05	117
Line 118	36.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	11.34	0.17	5.13	0.23	12	2.08	650.00	649.25	650.85	650.85	653.50	652.75	118
Line 119	47.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	11.34	0.17	5.18	1.07	12	2.12	650.00	649.00	650.17	649.73	653.50	652.00	119
Line 120	60.00	0.020	0.020	0.76	0.02	0.02	10.0	10.00	11.34	0.17	5.64	1.04	12	2.50	650.50	649.00	650.67	650.45	654.00	652.50	120
Line 121	86.00	0.180	1.300	0.76	0.14	0.99	10.0	11.45	10.68	10.55	10.88	3.95	24	0.23	646.90	646.70	648.48	648.29	651.45	651.45	121
Line 122	65.00	0.000	0.980	0.00	0.00	0.74	0.0	11.21	10.78	8.03	5.87	4.55	18	0.31	647.10	646.90	648.79	648.41	651.87	651.45	122
Line 123	29.00	0.170	0.800	0.76	0.13	0.61	10.0	11.12	10.82	6.58	4.56	5.36	15	0.50	647.25	647.10	648.96	648.66	651.50	651.87	123
Line 124	96.00	0.230	0.630	0.76	0.17	0.48	10.0	10.75	10.99	5.26	3.91	4.29	15	0.37	647.60	647.25	649.76	649.12	651.50	651.50	124
Line 125	23.00	0.000	0.400	0.00	0.00	0.30	0.0	10.66	11.03	3.35	2.36	4.27	12	0.44	647.70	647.60	649.97	649.76	651.80	651.50	125
Line 126	37.00	0.050	0.190	0.76	0.04	0.14	10.0	10.48	11.11	1.60	2.63	2.04	12	0.55	648.65	648.45	650.26	650.19	652.45	651.80	126
Line 127	41.00	0.070	0.140	0.76	0.05	0.11	10.0	10.26	11.22	1.19	2.48	1.52	12	0.49	648.85	648.65	650.34	650.29	652.55	652.45	127
Line 128	41.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	11.34	0.60	2.48	0.77	12	0.49	649.05	648.85	650.37	650.36	652.55	652.55	128
Line 129	57.00	0.210	0.210	0.76	0.16	0.16	10.0	10.00	11.34	1.81	2.58	2.31	12	0.53	648.00	647.70	650.31	650.17	651.50	651.80	129
Line 130	37.00	0.040	0.180	0.76	0.03	0.14	10.0	10.48	11.11	1.52	2.63	3.47	12	0.55	648.65	648.45	649.20	649.00	652.45	651.87	130
Line 131	41.00	0.070	0.140	0.76	0.05	0.11	10.0	10.26	11.22	1.19	2.48	2.54	12	0.49	648.85	648.65	649.37	649.31	652.55	652.45	131
Line 132	41.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	11.34	0.60	2.48	1.47	12	0.49	649.05	648.85	649.50	649.48	652.55	652.55	132

Notes: IDF File = BULL 75Modified-2020.idf, Return Period = 100-yrs.

Project File: 11395.02-SYS100.sws

Storm Sewer Tabulation

Project Name: Enter Project Name...

Stormwater Studio 2026 v 3.0.0.40

11-24-2025

Line ID	Length	Drng Area		Rational	C x A		Tc		Intensity	Total Q	Capacity	Velocity	Line		Invert Elev		HGL Elev		Surface Elev		Line No
		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Up	Dn	Up	Dn	Up	Dn	
	(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
Line 133	50.00	0.070	0.140	0.76	0.05	0.11	10.0	10.24	11.23	1.19	2.97	2.66	12	0.70	648.30	647.95	648.76	648.66	652.55	651.45	133
Line 134	39.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	11.34	0.60	2.55	2.65	12	0.51	649.05	648.85	649.38	649.18	652.55	652.55	134
Line 135	56.00	0.070	0.140	0.76	0.05	0.11	10.0	10.26	11.22	1.19	2.63	3.26	12	0.55	648.20	647.90	648.68	648.37	652.55	651.45	135
Line 136	40.00	0.070	0.070	0.76	0.05	0.05	10.0	10.00	11.34	0.60	2.49	2.60	12	0.49	649.05	648.85	649.38	649.19	652.55	652.55	136
Line 137	12.00	0.180	0.520	0.76	0.14	0.40	10.0	10.64	11.04	4.36	3.29	5.55	12	0.86	647.55	647.45	648.63	648.45	651.50	651.75	137
Line 138	31.00	0.000	0.340	0.00	0.00	0.26	0.0	10.50	11.10	2.87	2.52	3.65	12	0.50	647.70	647.55	649.10	648.90	651.90	651.50	138
Line 139	54.00	0.210	0.340	0.76	0.16	0.26	10.0	10.26	11.22	2.90	2.41	3.69	12	0.46	647.95	647.70	649.45	649.09	651.50	651.90	139
Line 140	49.00	0.130	0.130	0.76	0.10	0.10	10.0	10.00	11.34	1.12	2.57	1.43	12	0.52	648.20	647.95	649.68	649.63	651.70	651.50	140
Line 141	88.00	0.150	0.380	0.76	0.11	0.29	10.0	10.39	11.16	3.22	2.42	4.10	12	0.46	647.80	647.40	649.36	648.64	651.60	651.60	141
Line 142	64.00	0.150	0.150	0.76	0.11	0.11	10.0	10.00	11.34	1.29	2.82	1.65	12	0.63	648.20	647.80	649.66	649.58	651.70	651.60	142
Line 143	63.00	0.080	0.080	0.76	0.06	0.06	10.0	10.00	11.34	0.69	2.48	0.88	12	0.49	648.10	647.80	649.63	649.61	651.60	651.60	143
Line 144	78.00	0.200	0.200	0.76	0.15	0.15	10.0	10.00	11.34	1.72	3.38	2.27	12	0.90	648.10	647.40	648.99	648.83	651.60	651.60	144
Line 145	9.00	0.190	0.190	0.76	0.14	0.14	10.0	10.00	11.34	1.64	3.75	3.75	12	1.11	648.00	647.90	648.55	648.44	651.50	651.65	145
Line 146	62.00	0.090	0.090	0.76	0.07	0.07	10.0	10.00	11.34	0.78	2.48	0.99	12	0.49	650.05	649.75	652.24	652.21	653.55	653.00	146
Line 147	50.00	0.180	0.180	0.76	0.14	0.14	10.0	10.00	11.34	1.55	5.74	1.98	12	2.60	650.50	649.20	652.08	651.99	654.00	652.70	147

Notes: IDF File = BULL 75Modified-2020.idf, Return Period = 100-yrs.

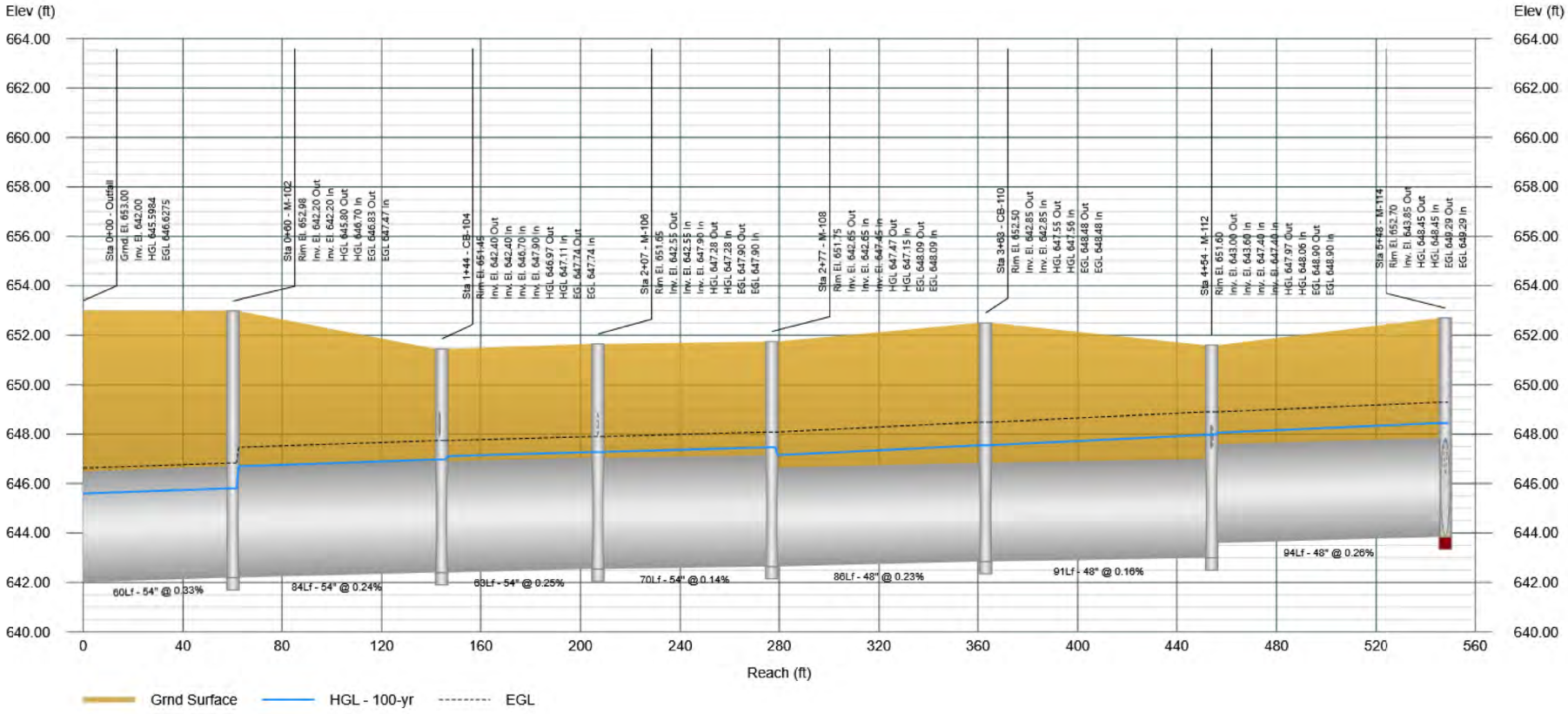
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

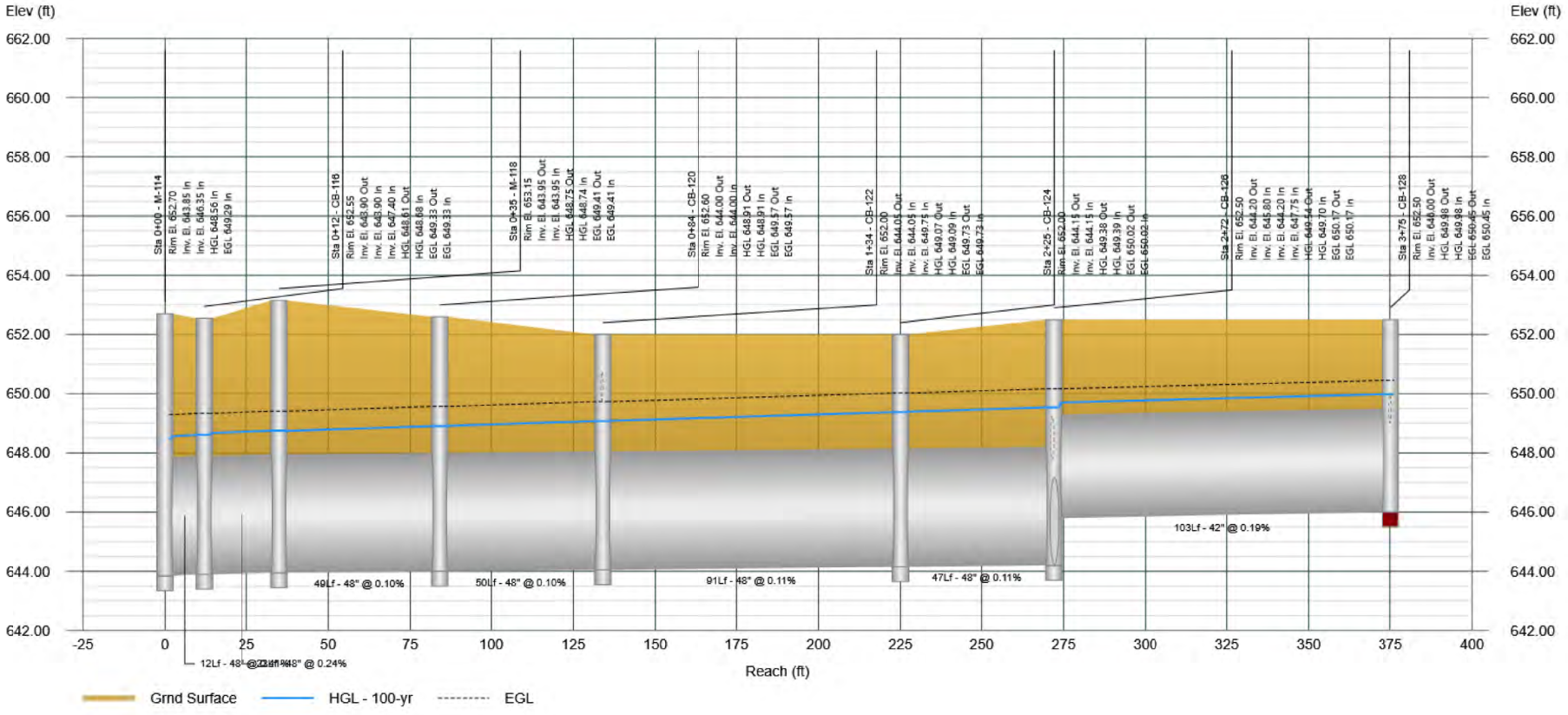


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

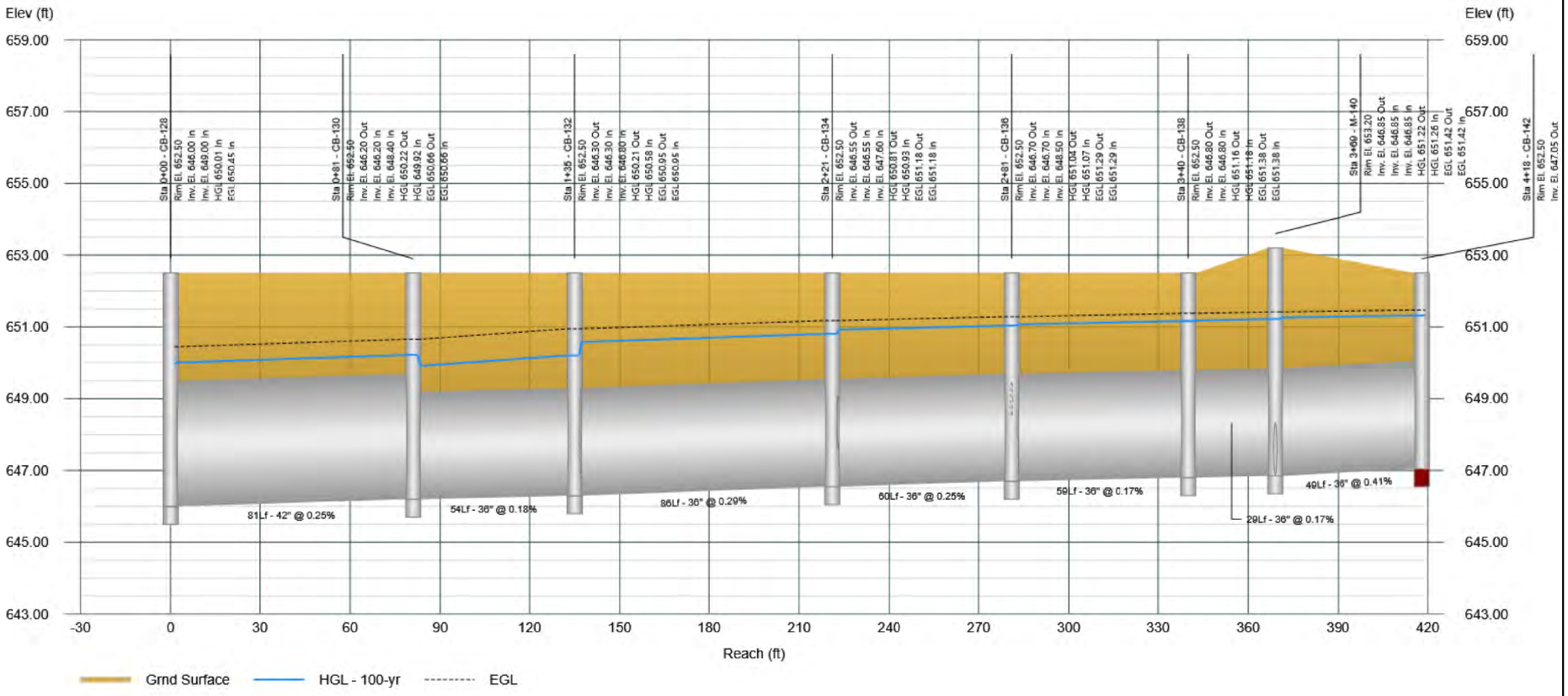


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

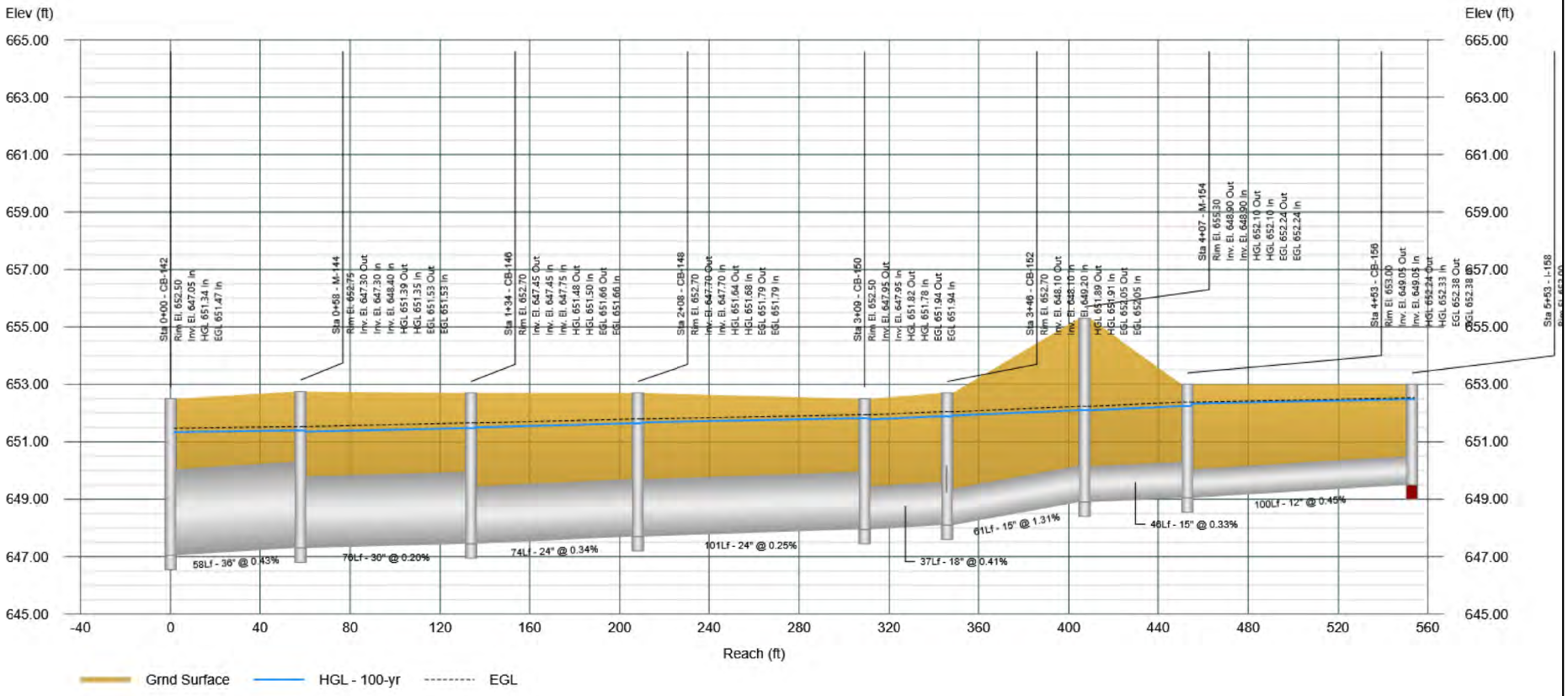


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

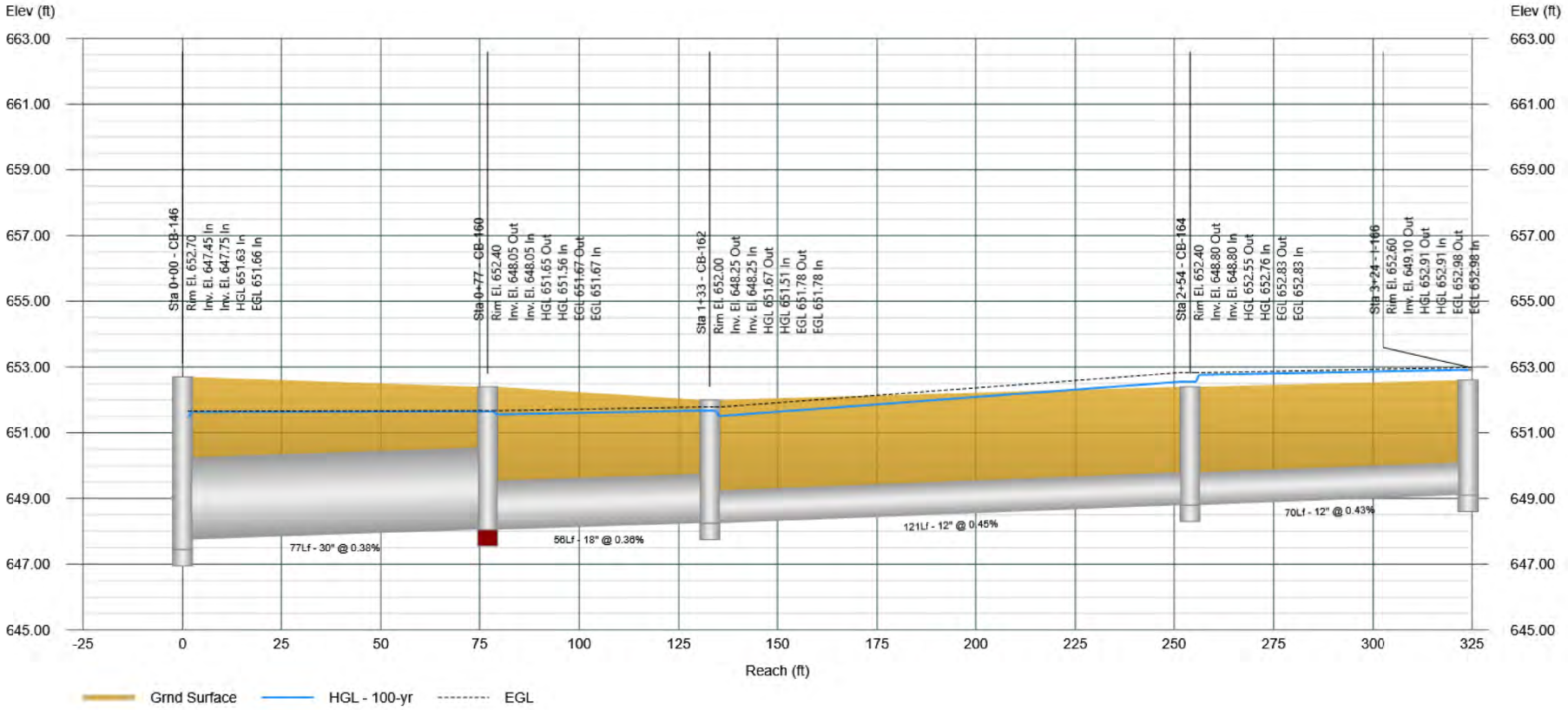


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



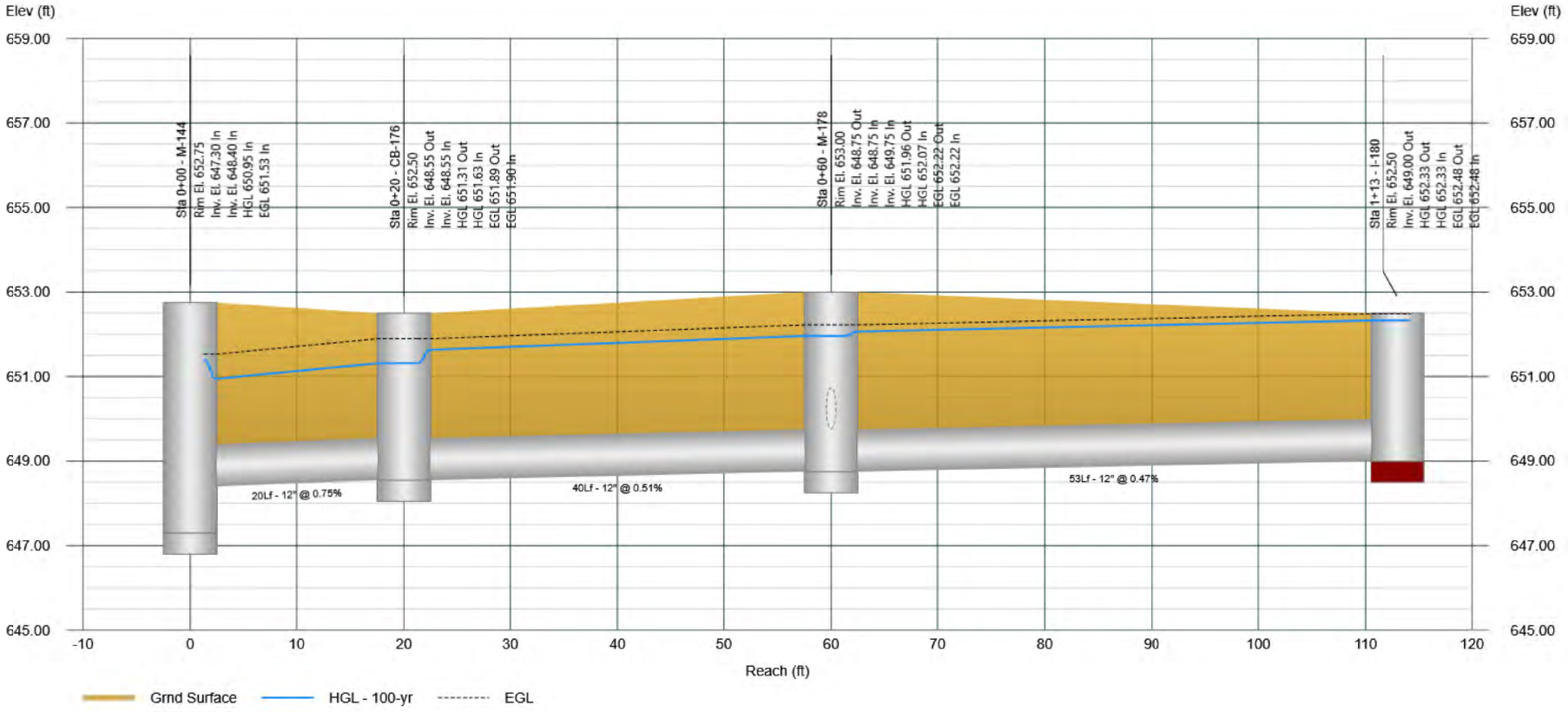
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

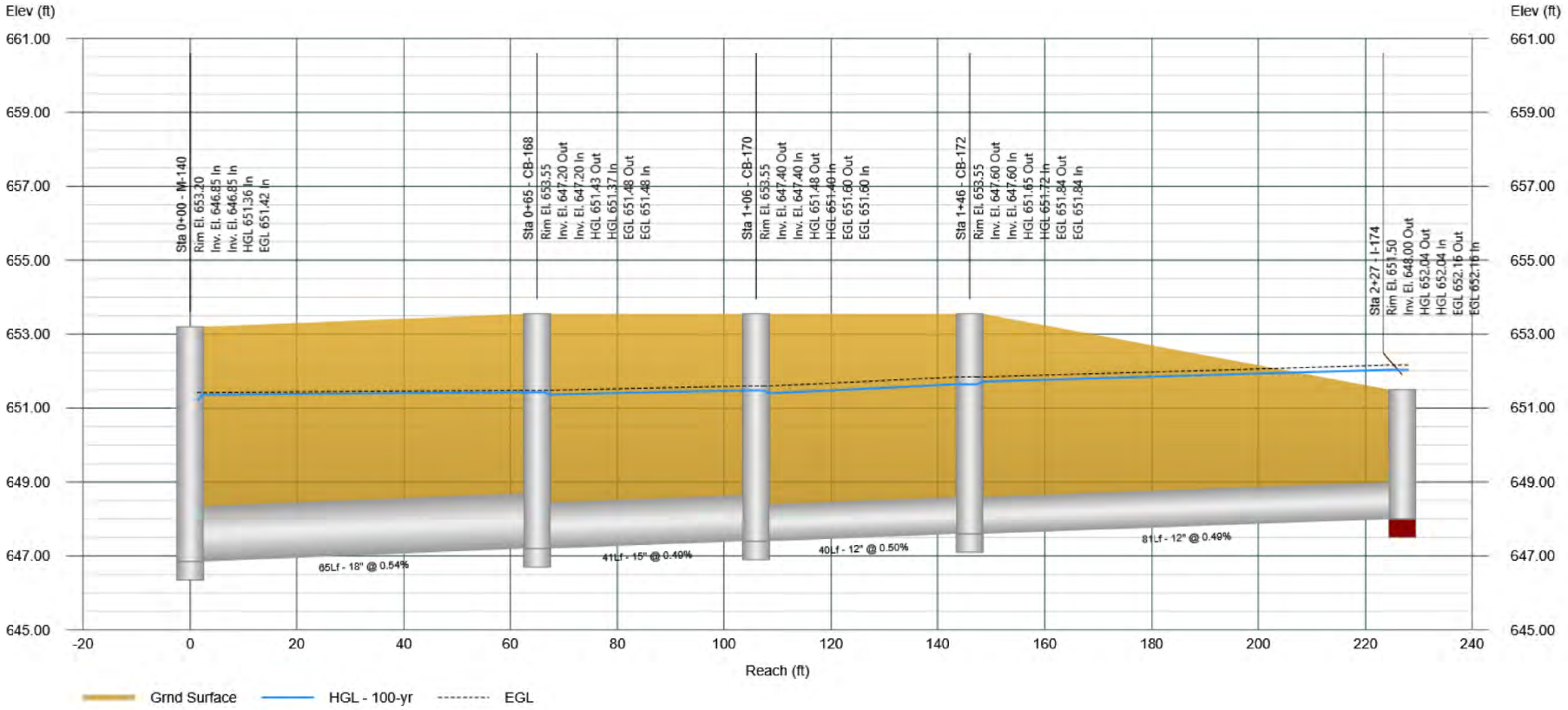


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

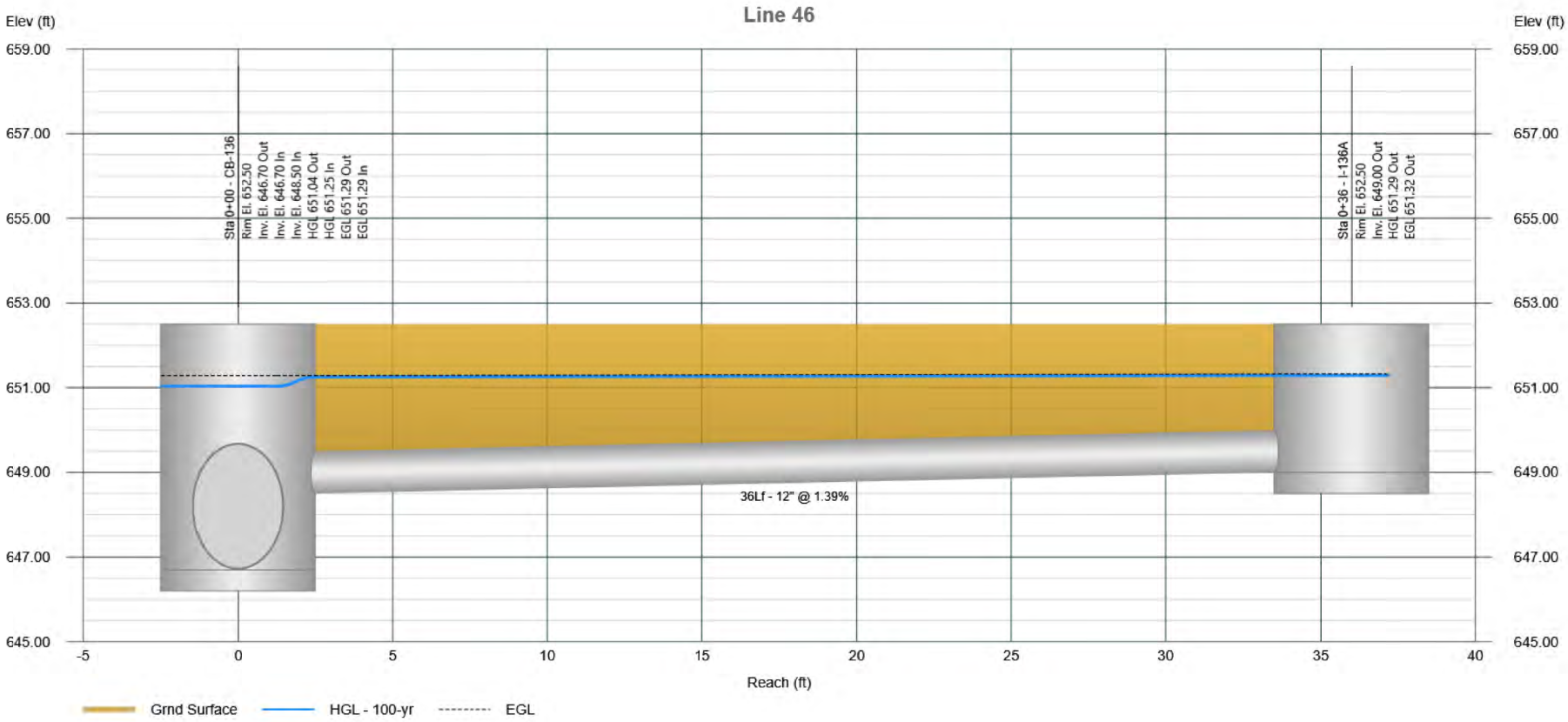


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

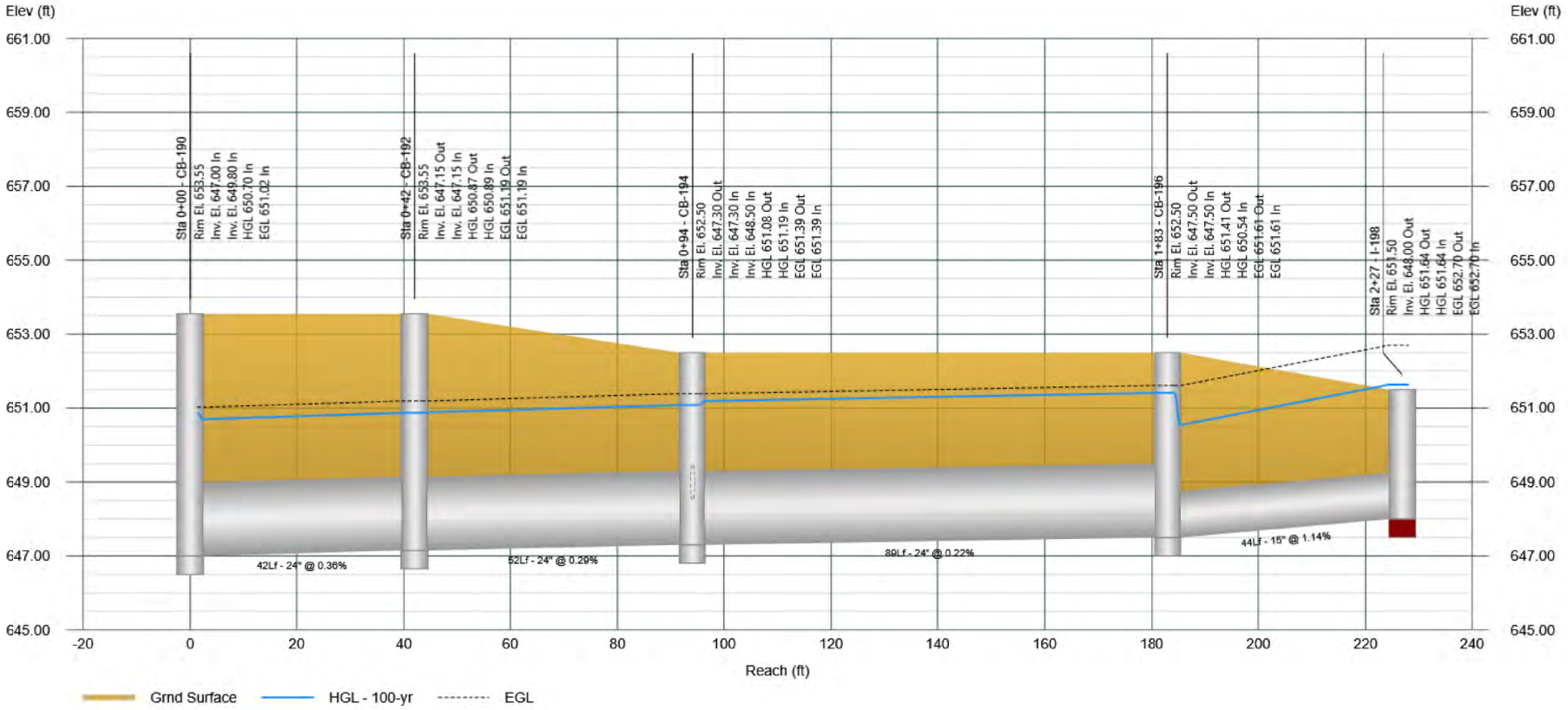


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

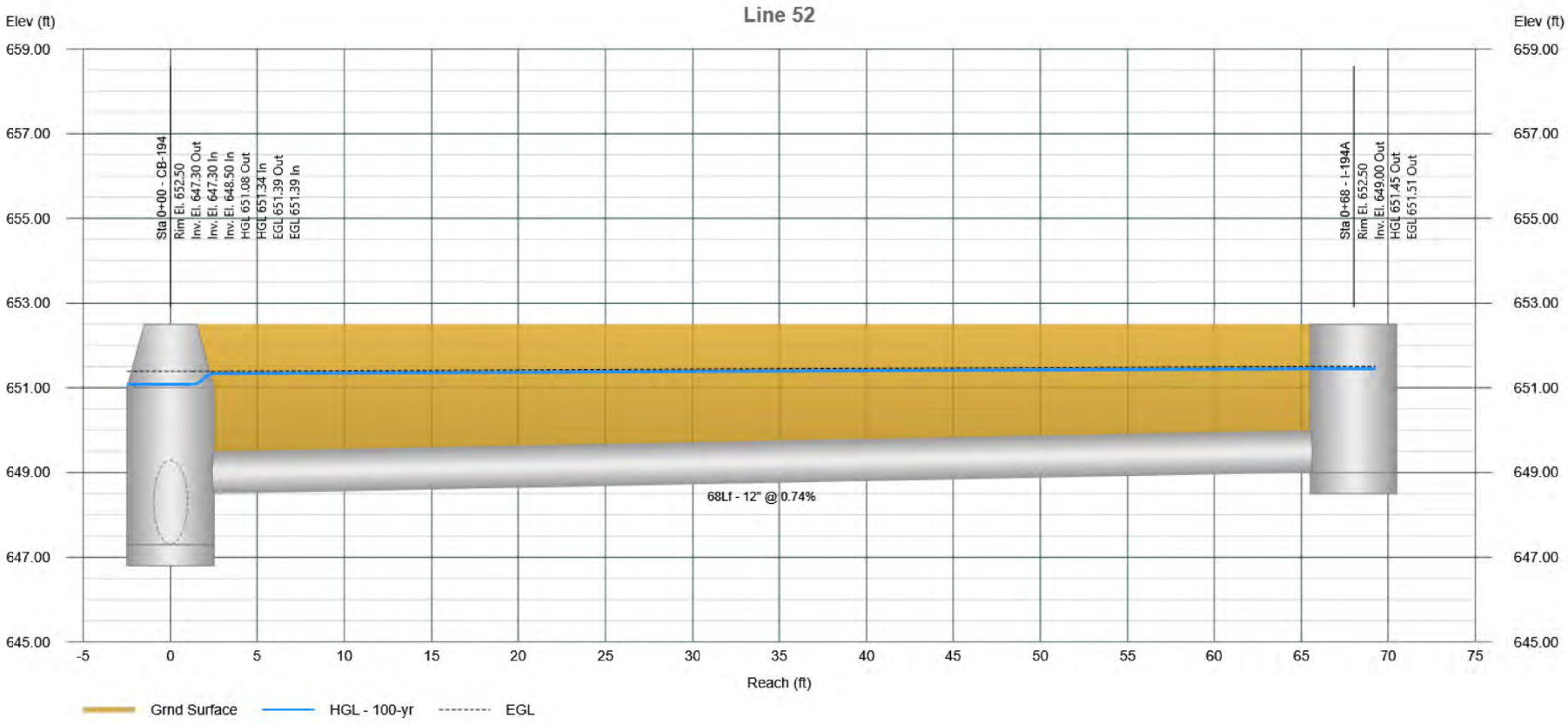


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

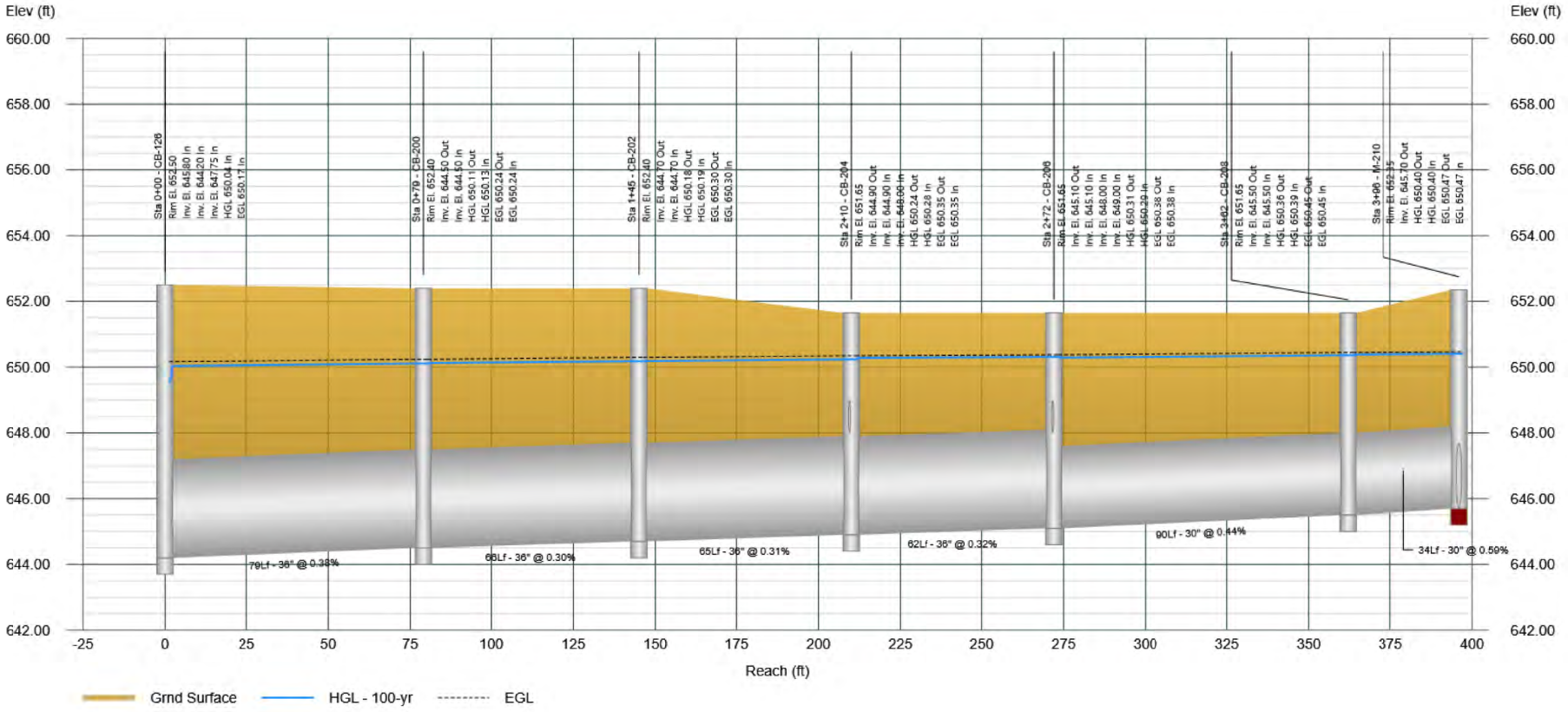


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

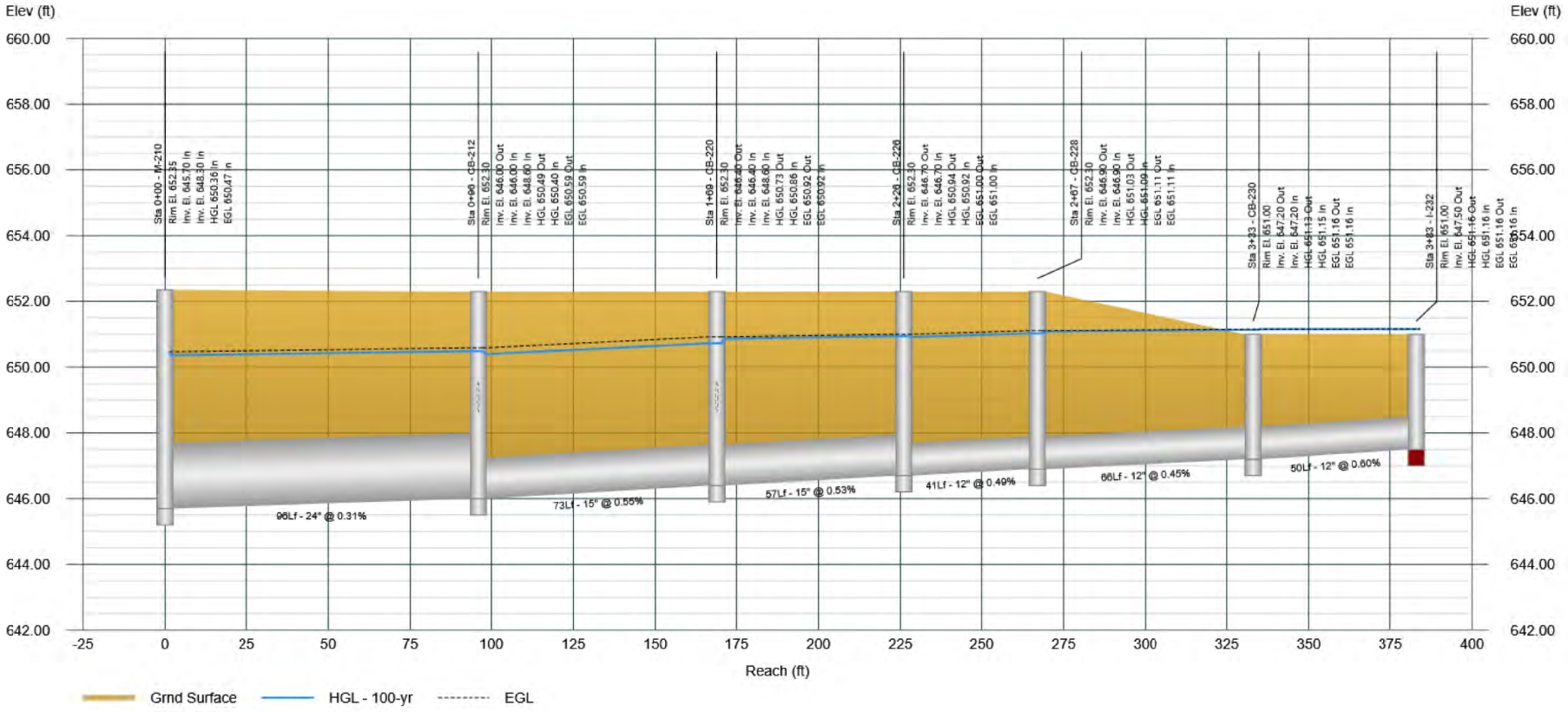


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

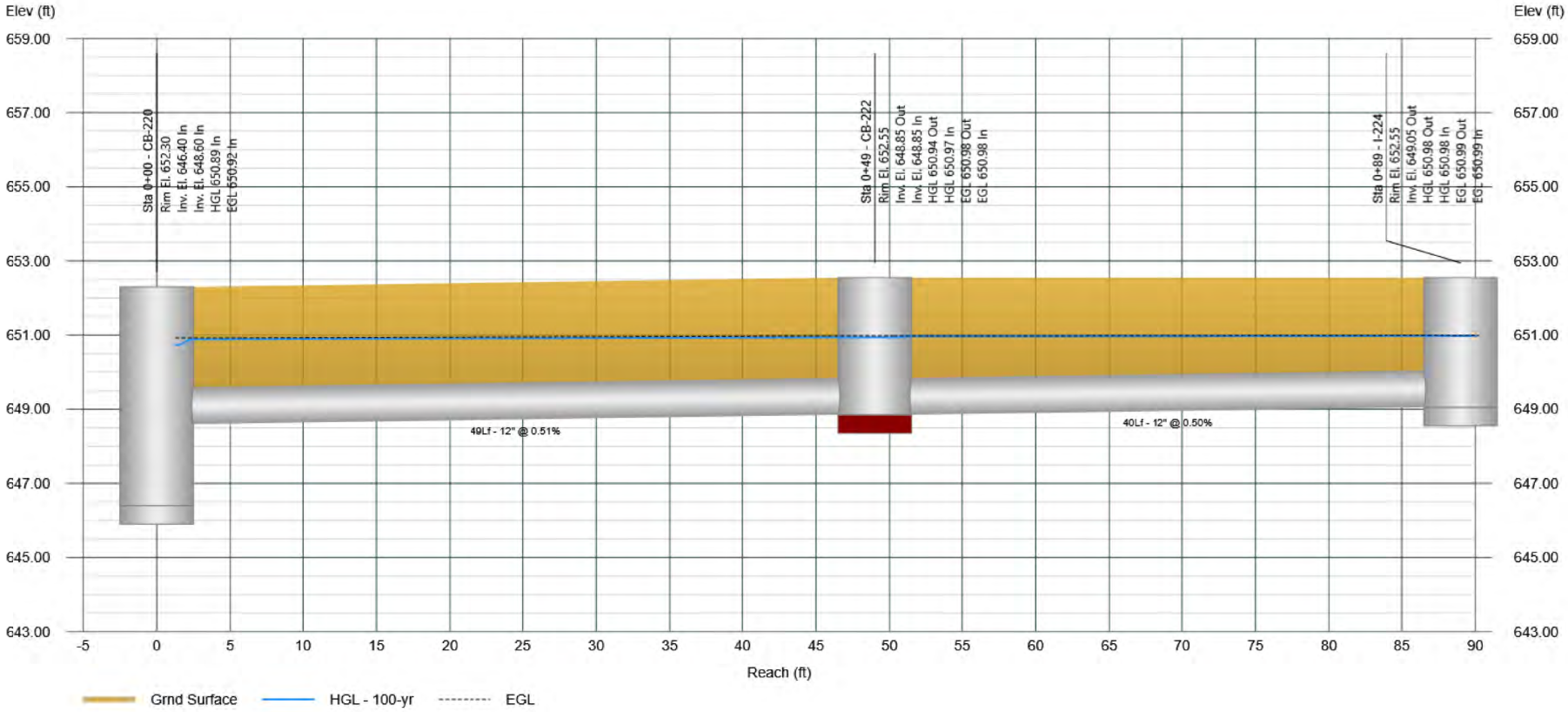


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

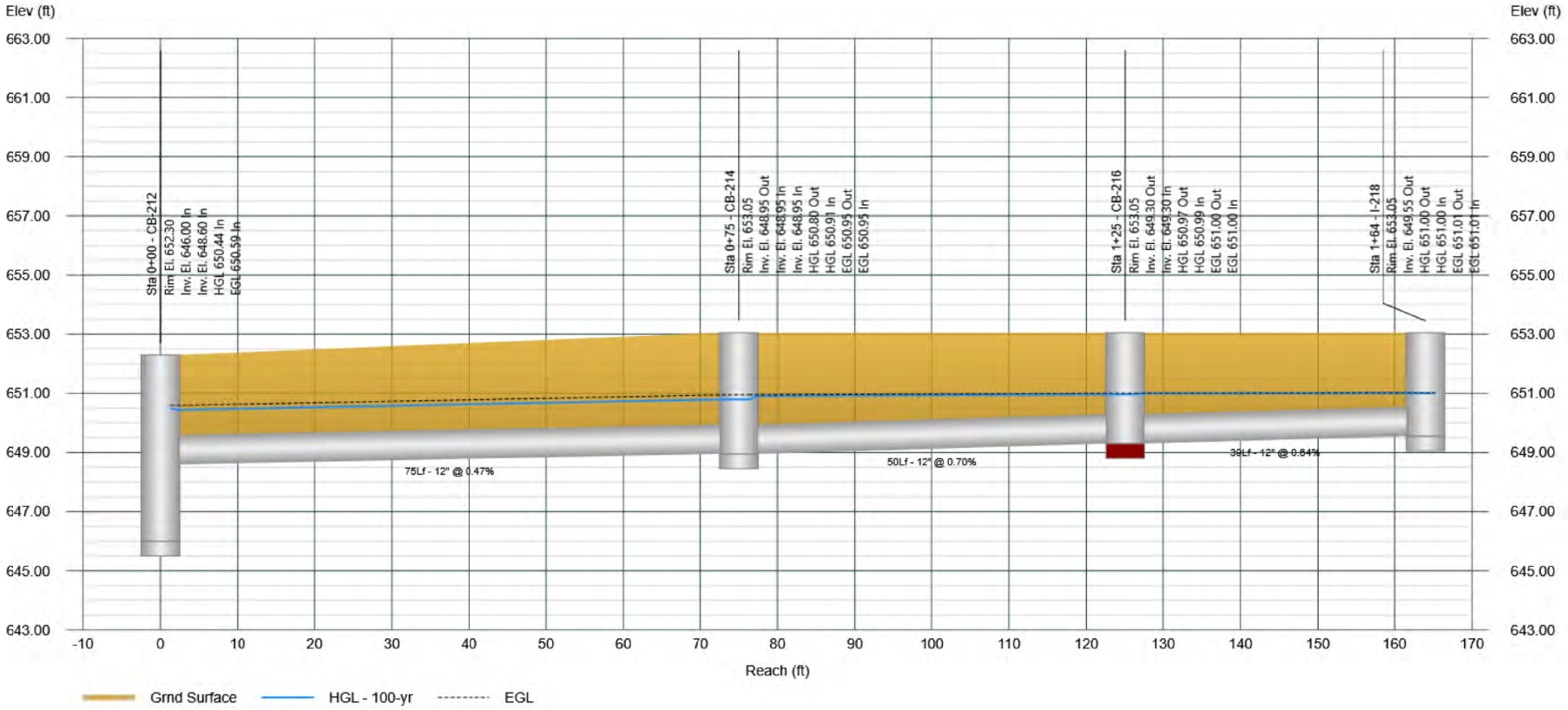


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

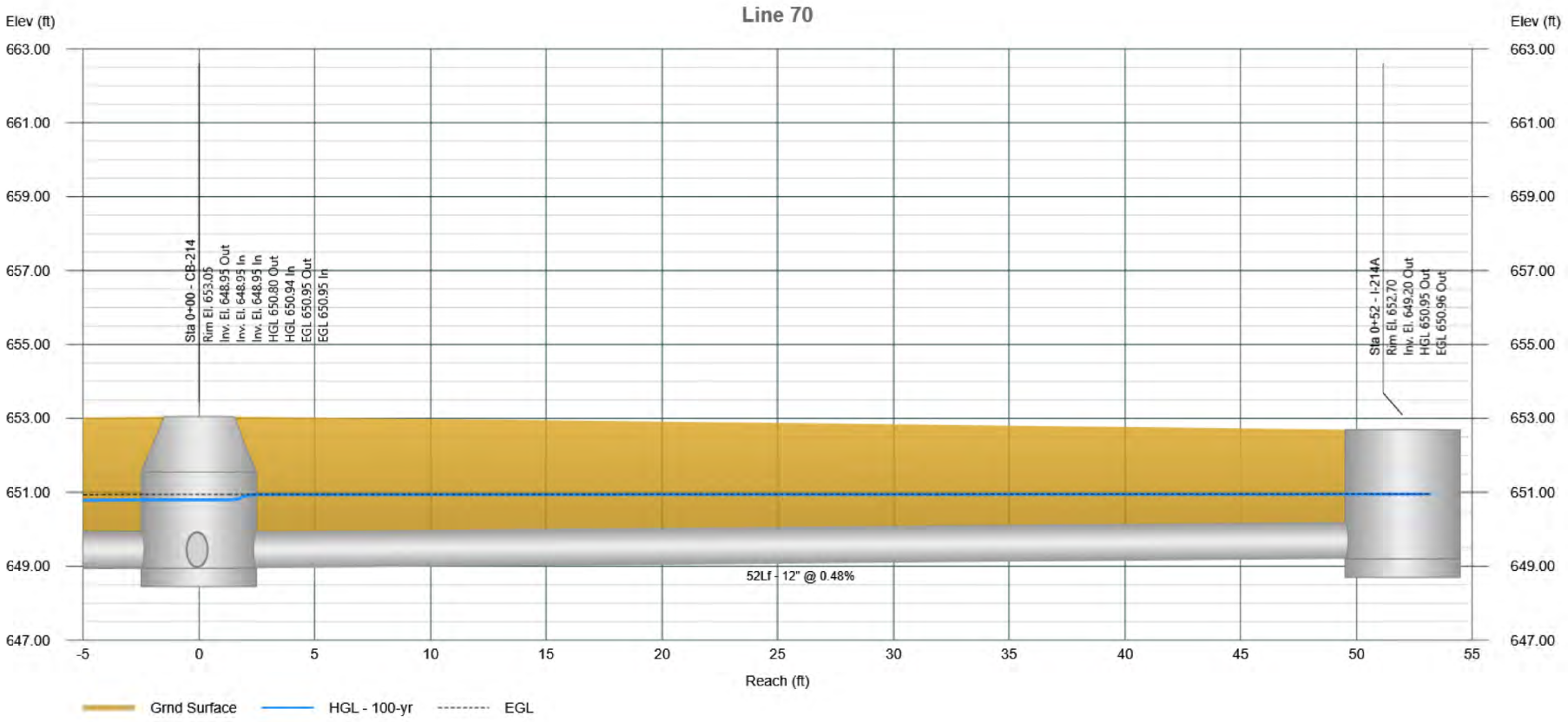


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

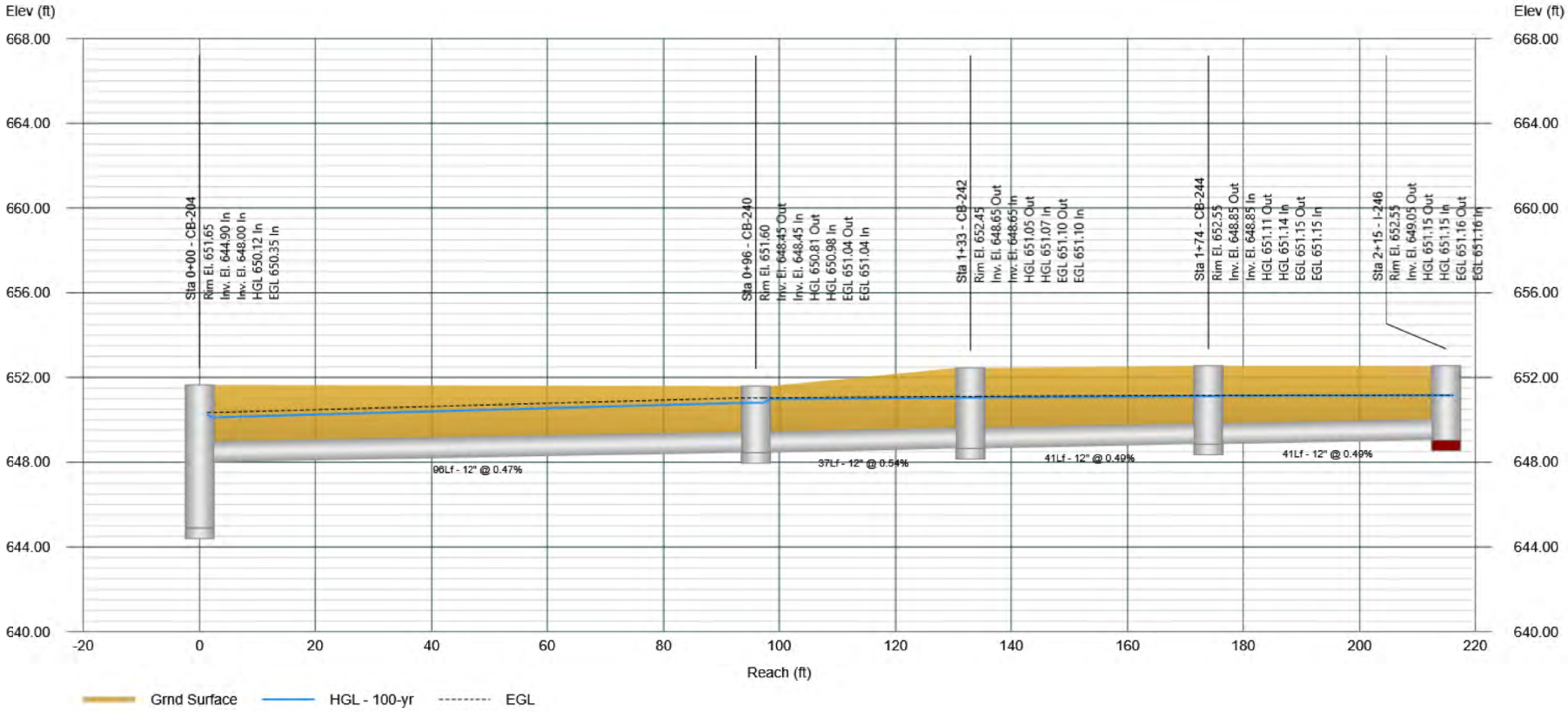


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

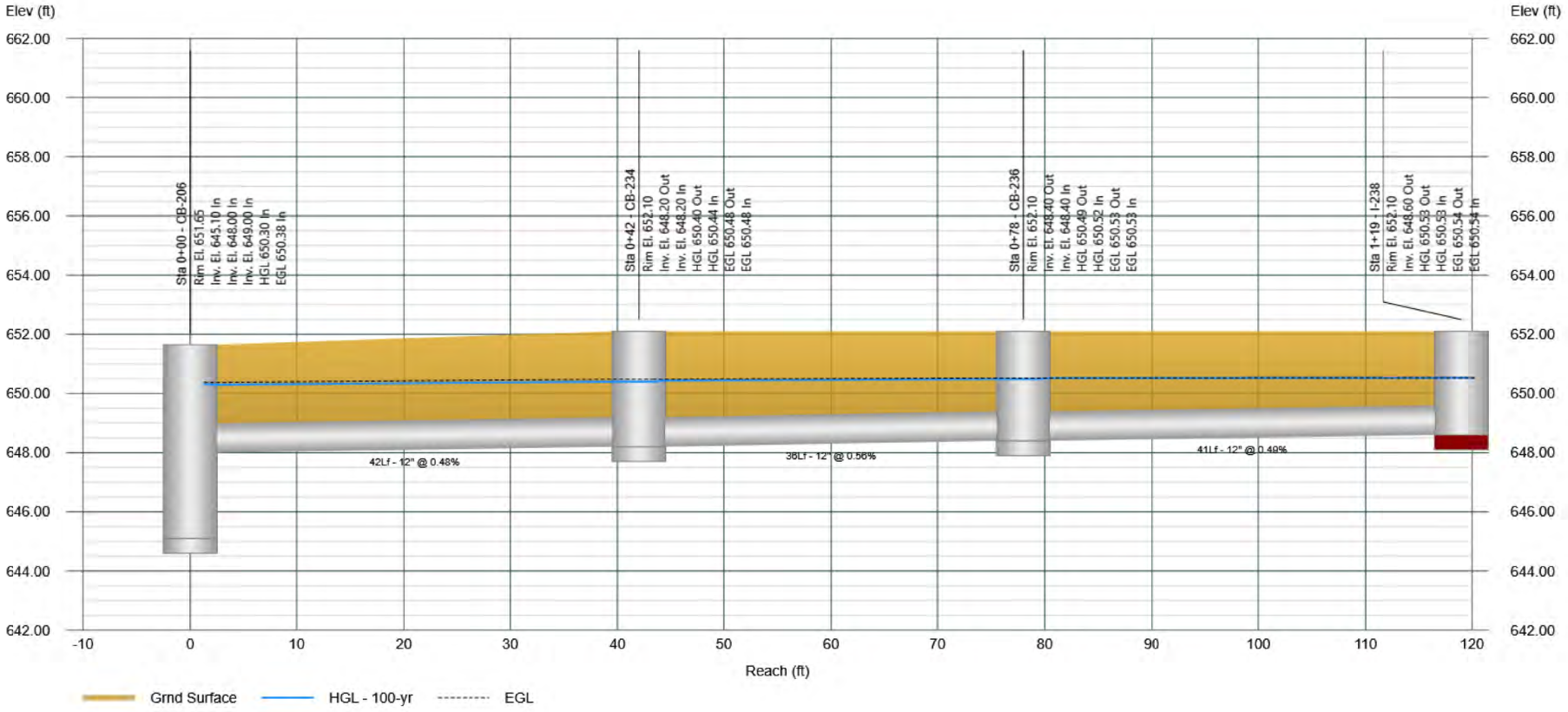


Profile View

Stormwater Studio 2026 v 3.0.0.40

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11-24-2025

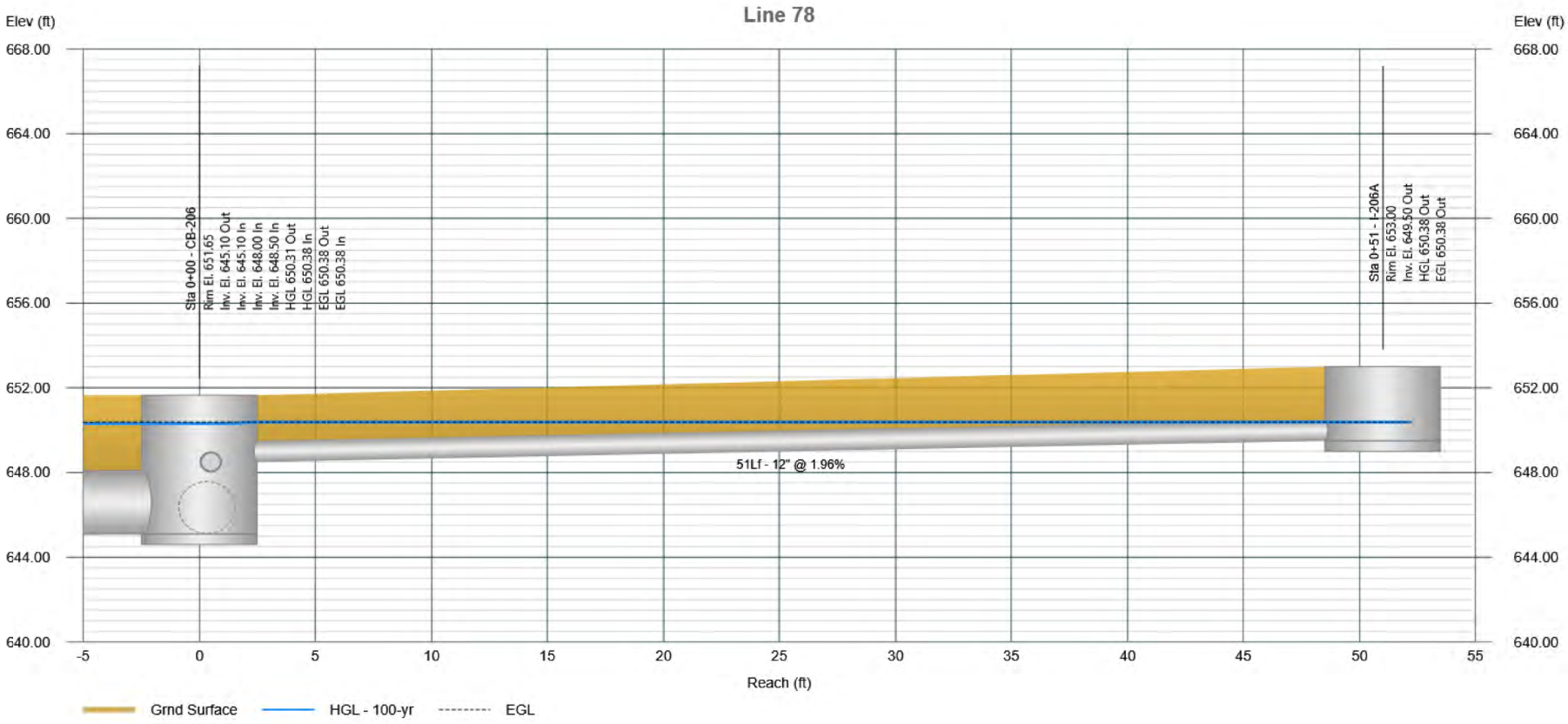


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



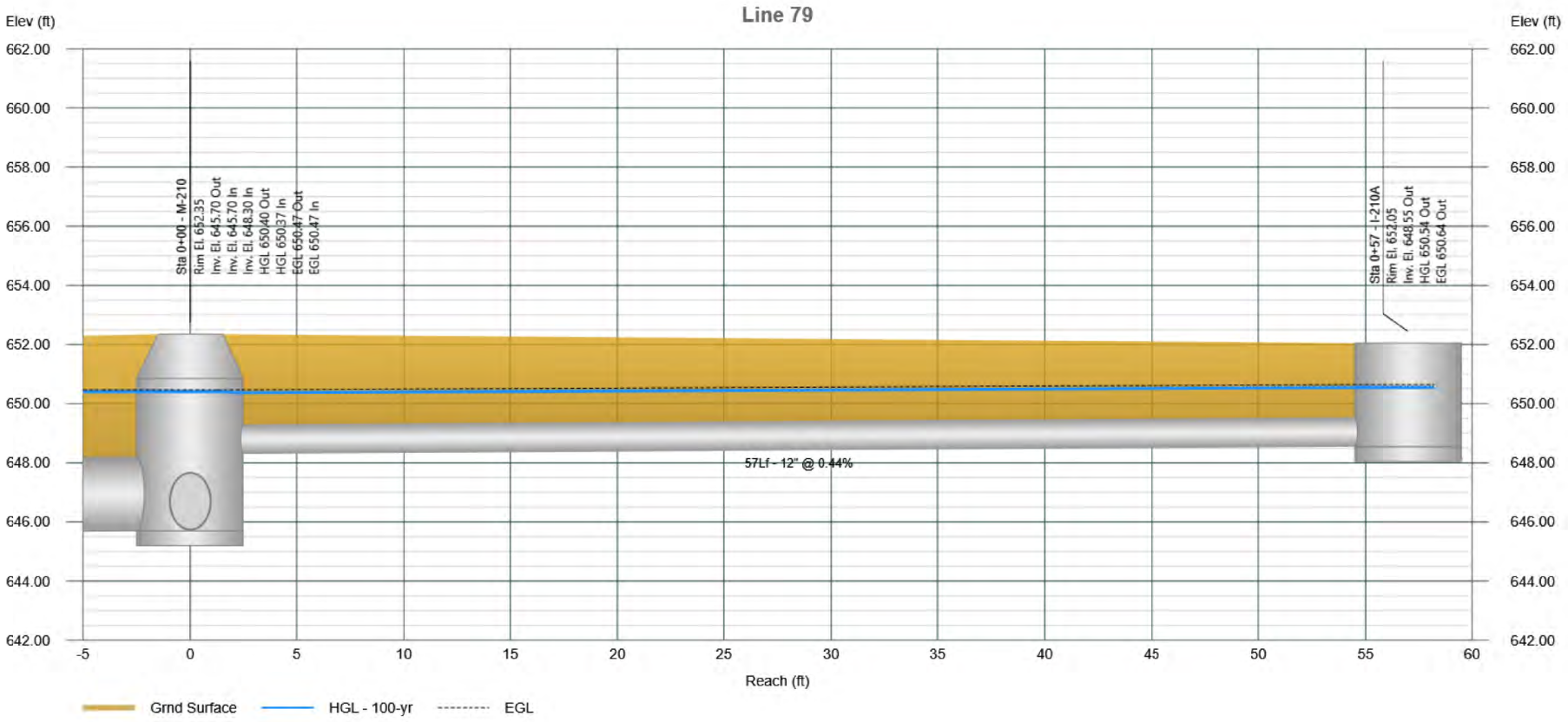
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

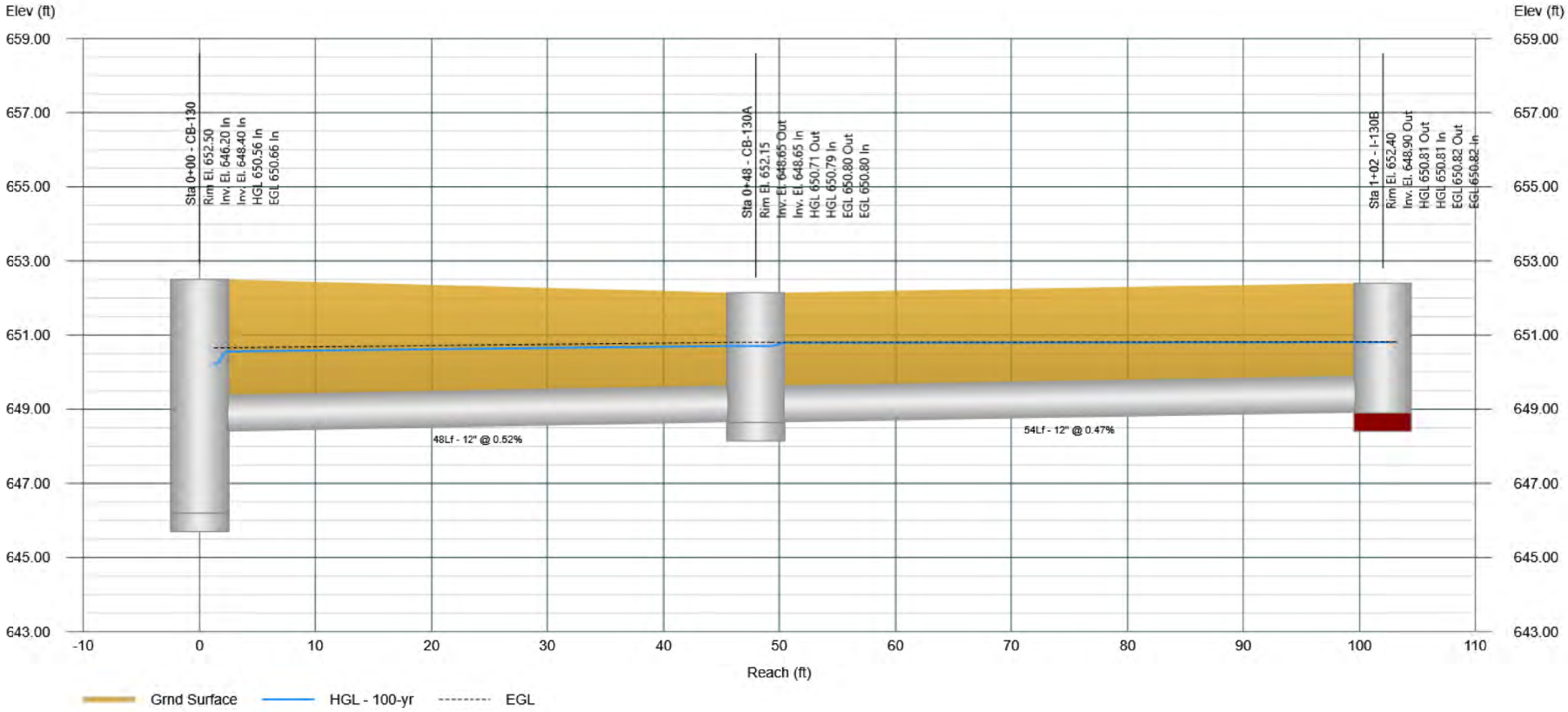


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



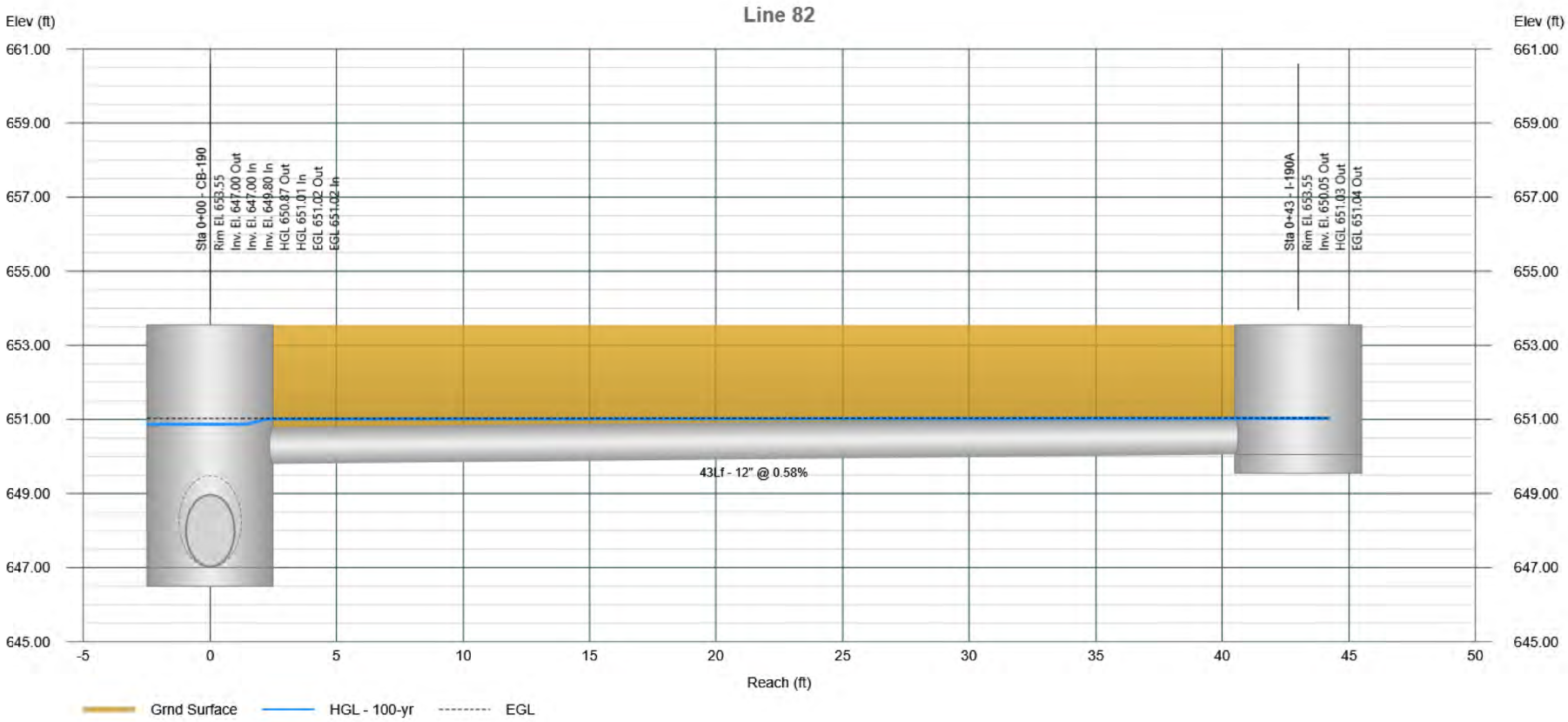
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Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

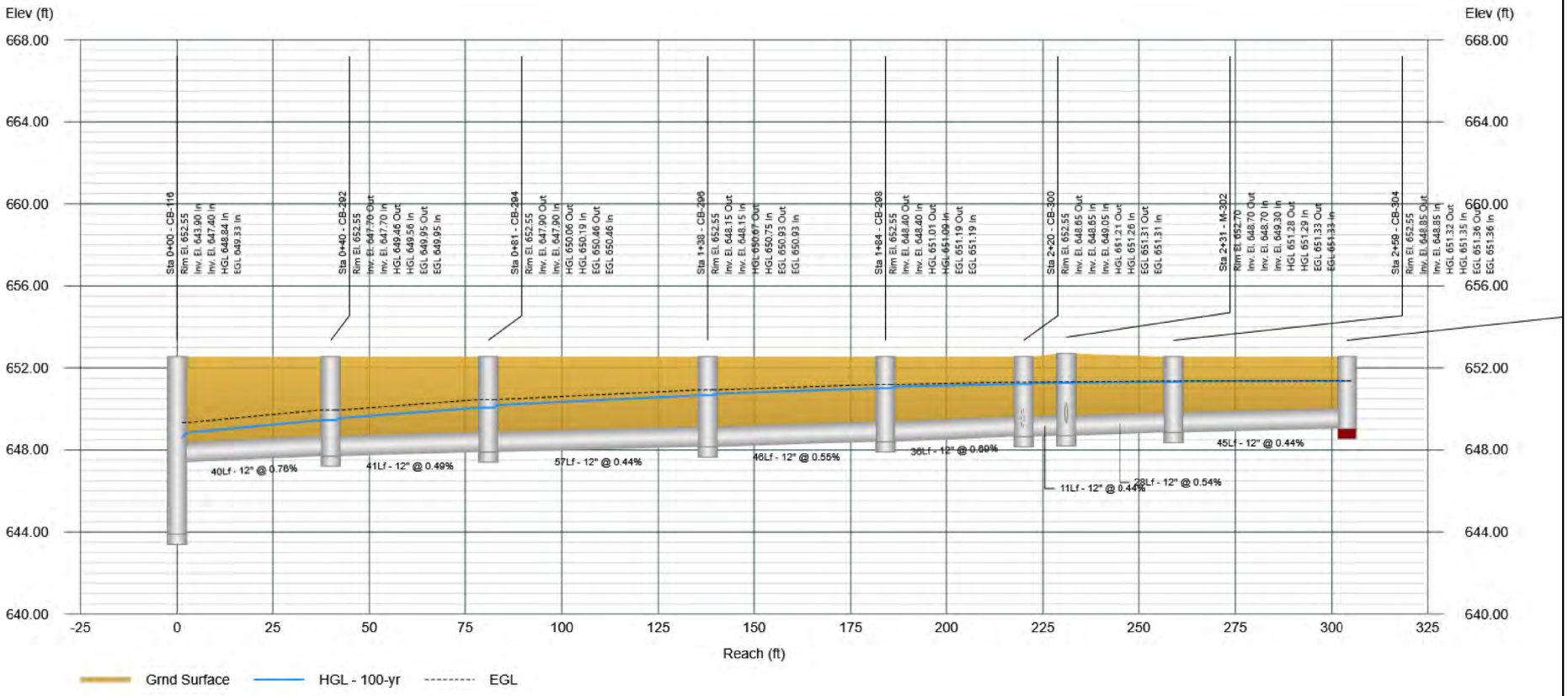


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

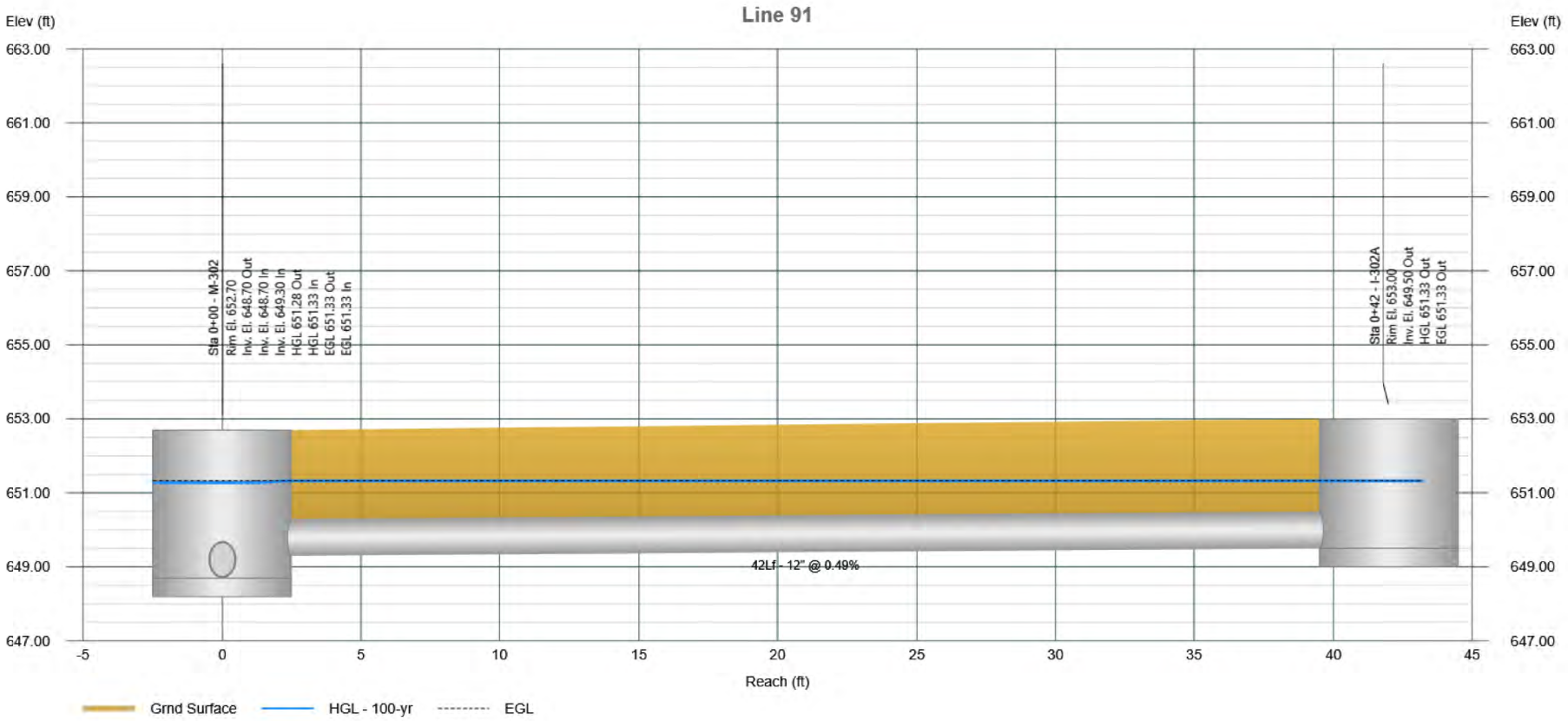


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

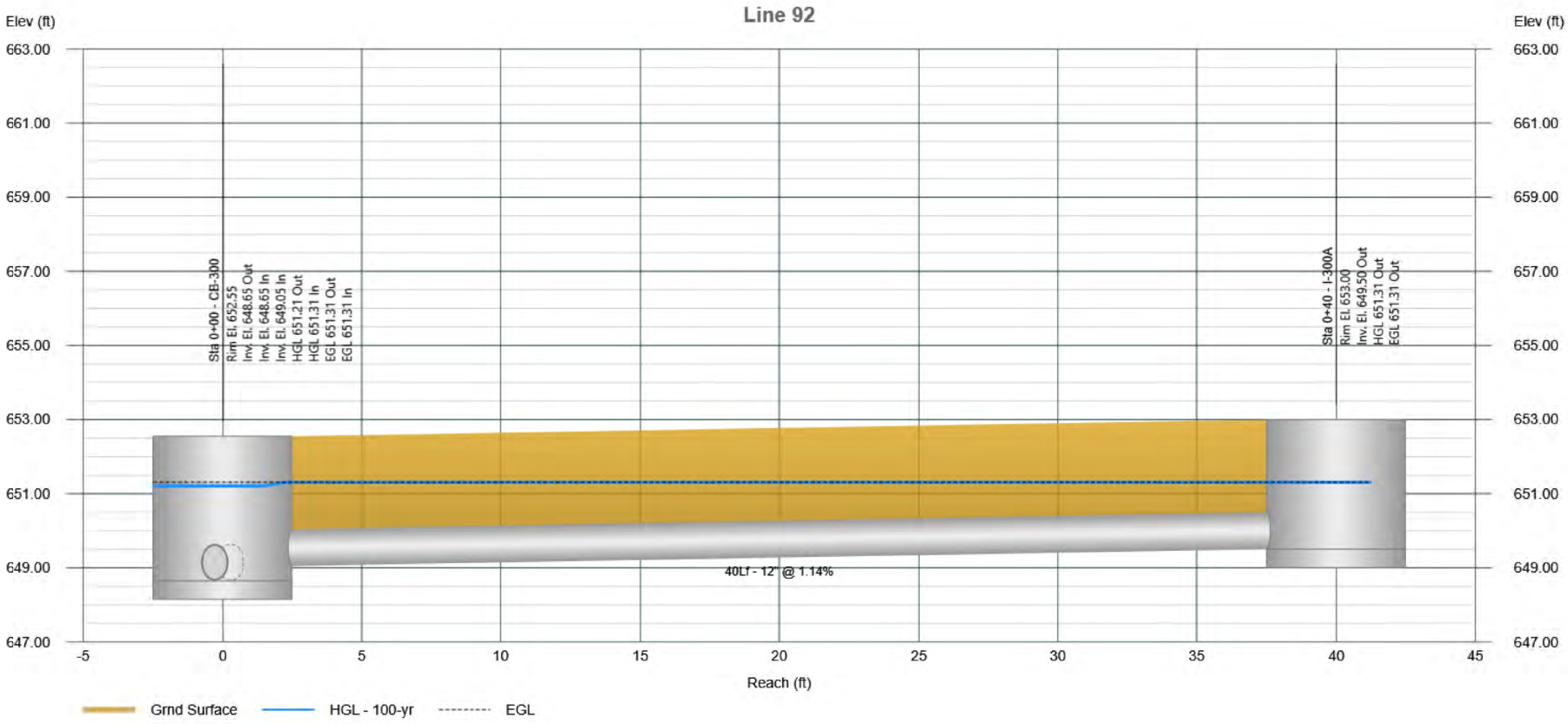


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

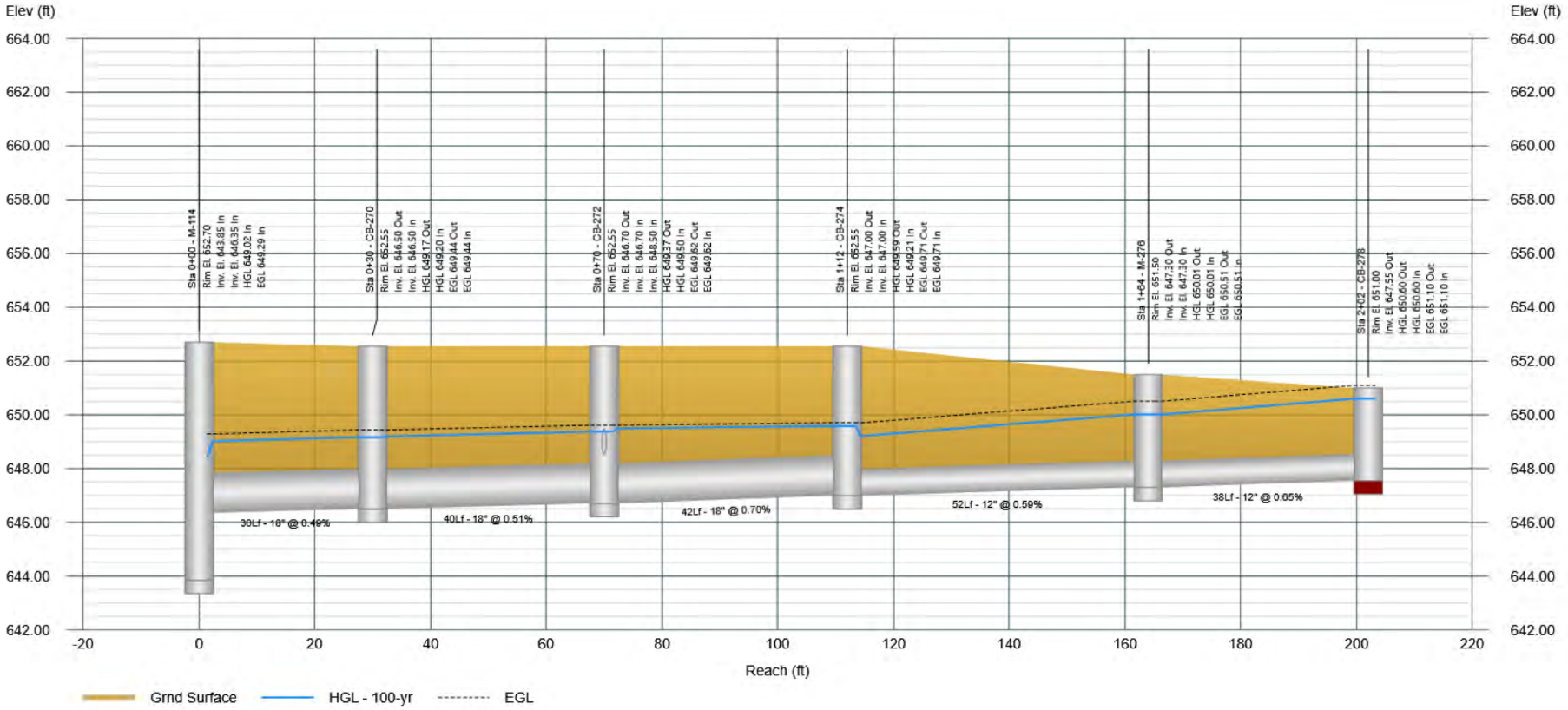


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

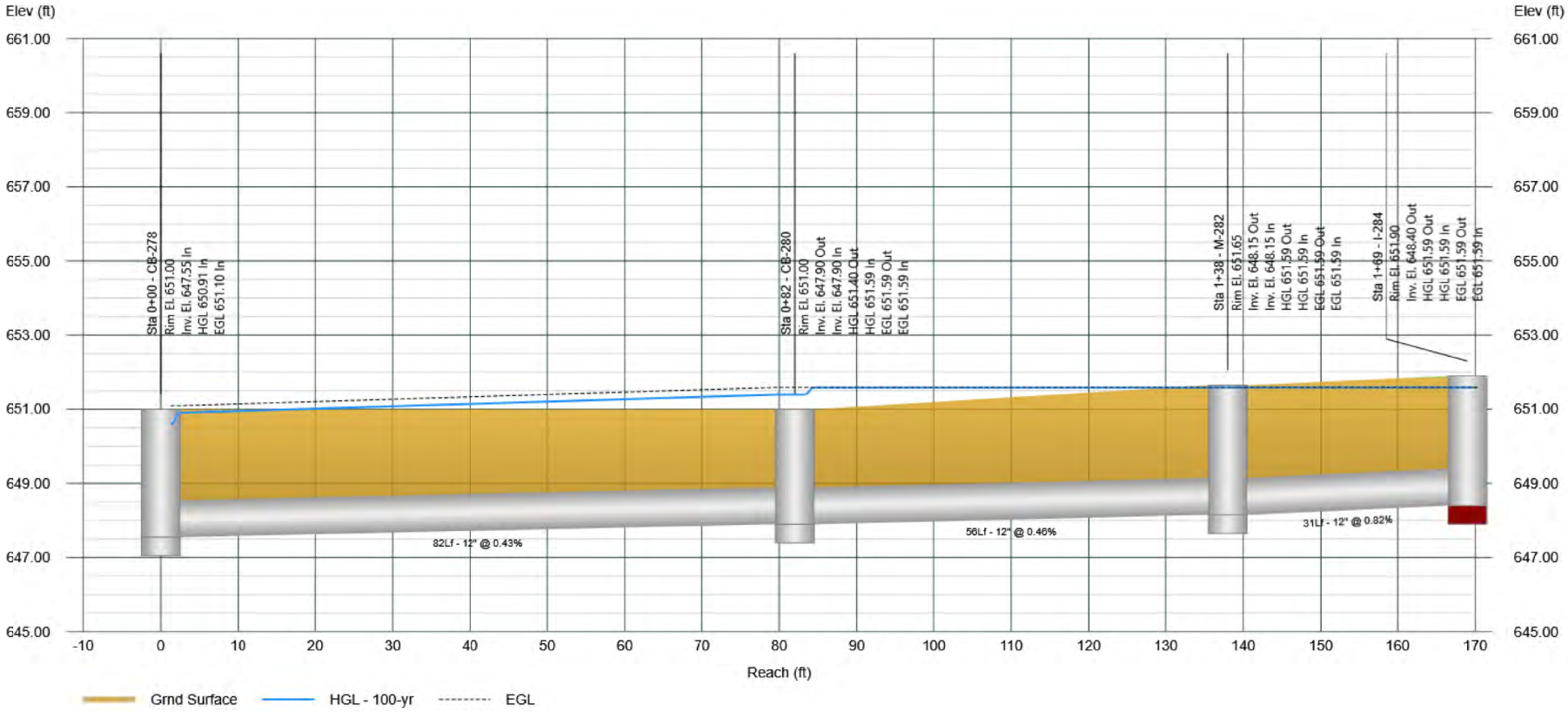


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

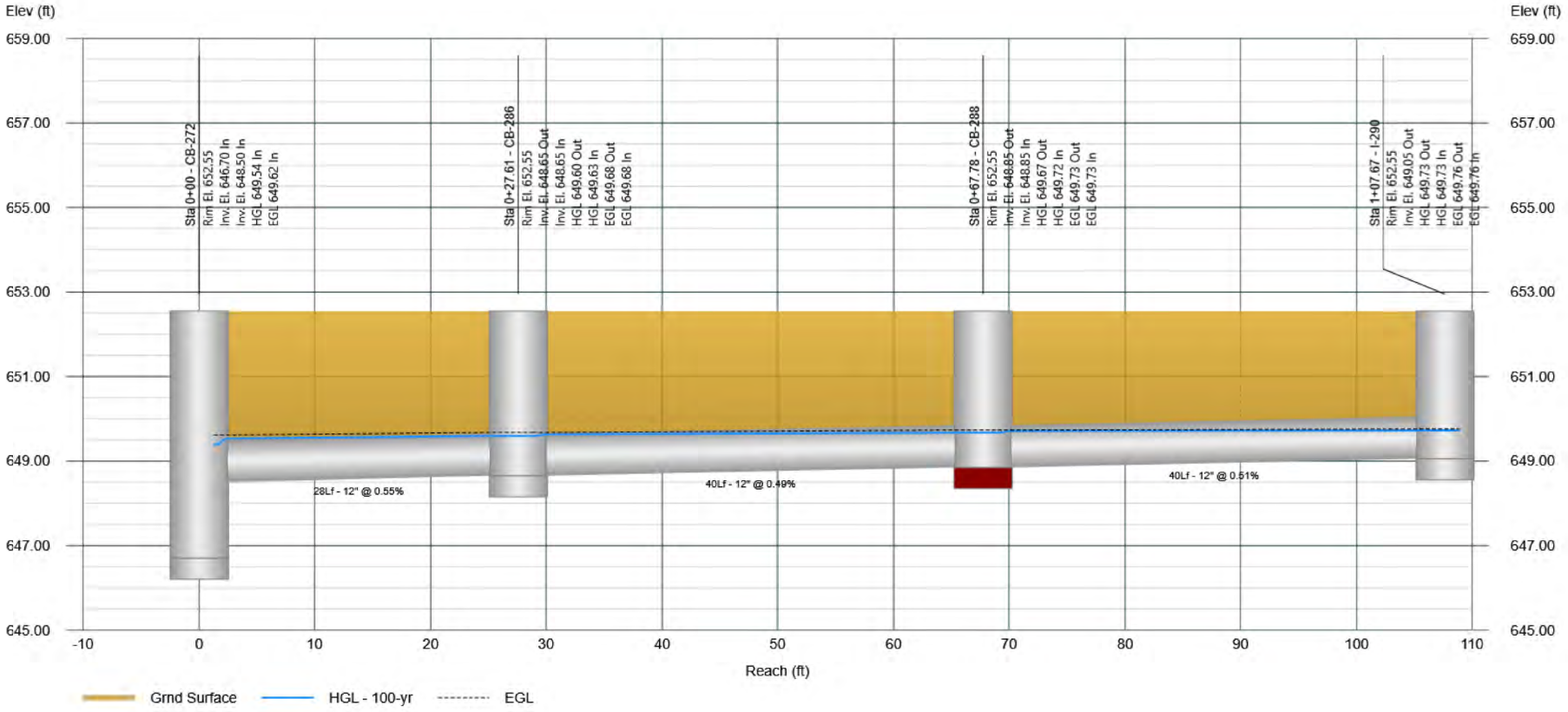


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

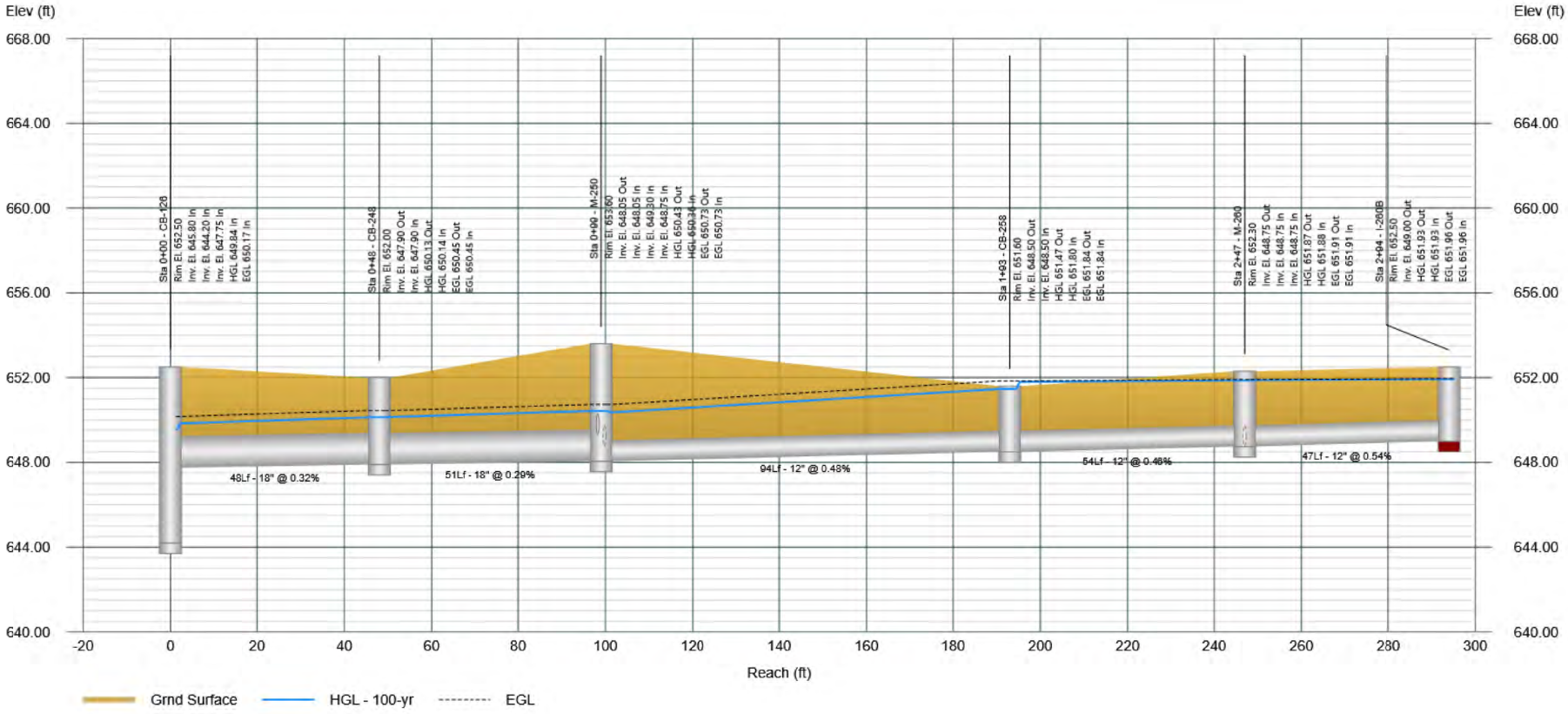


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

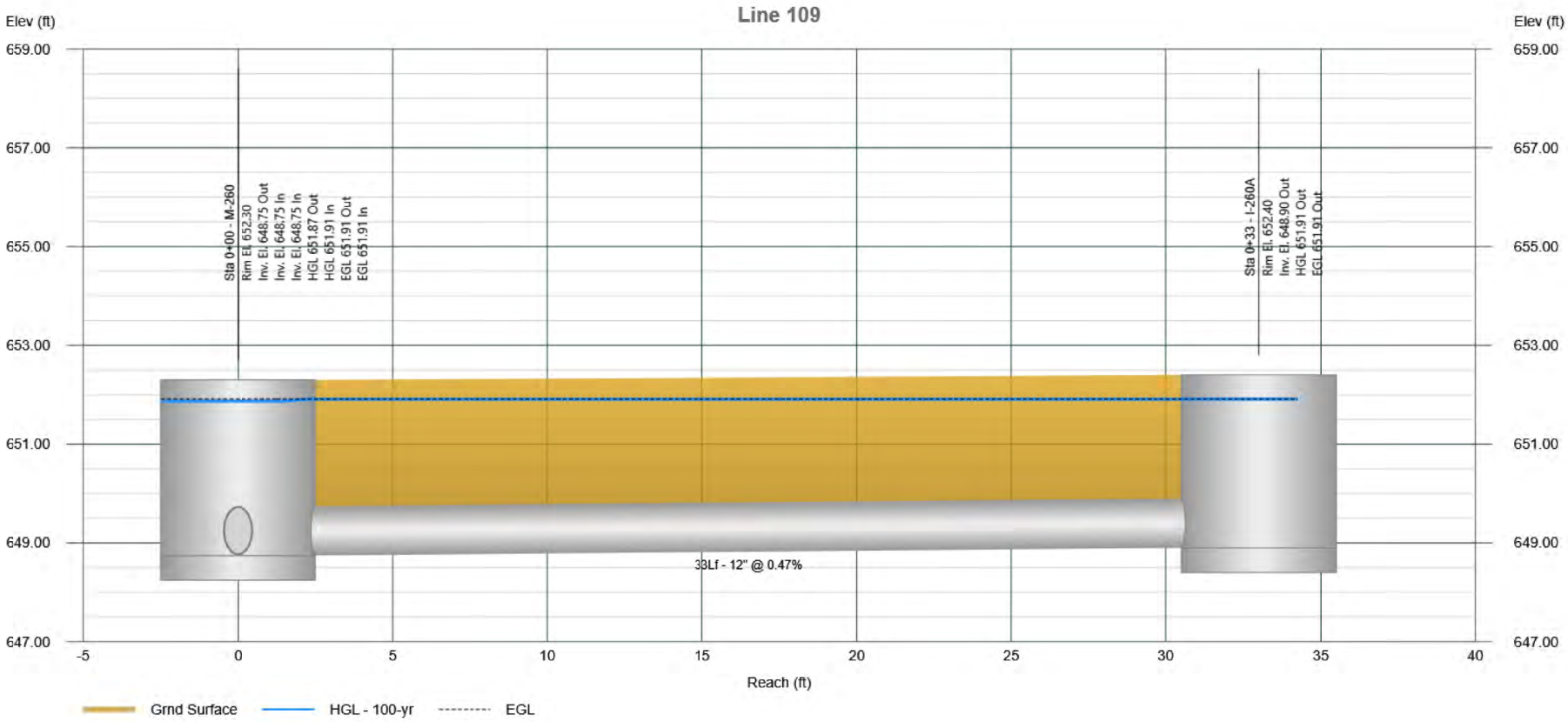


Profile View

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11-24-2025

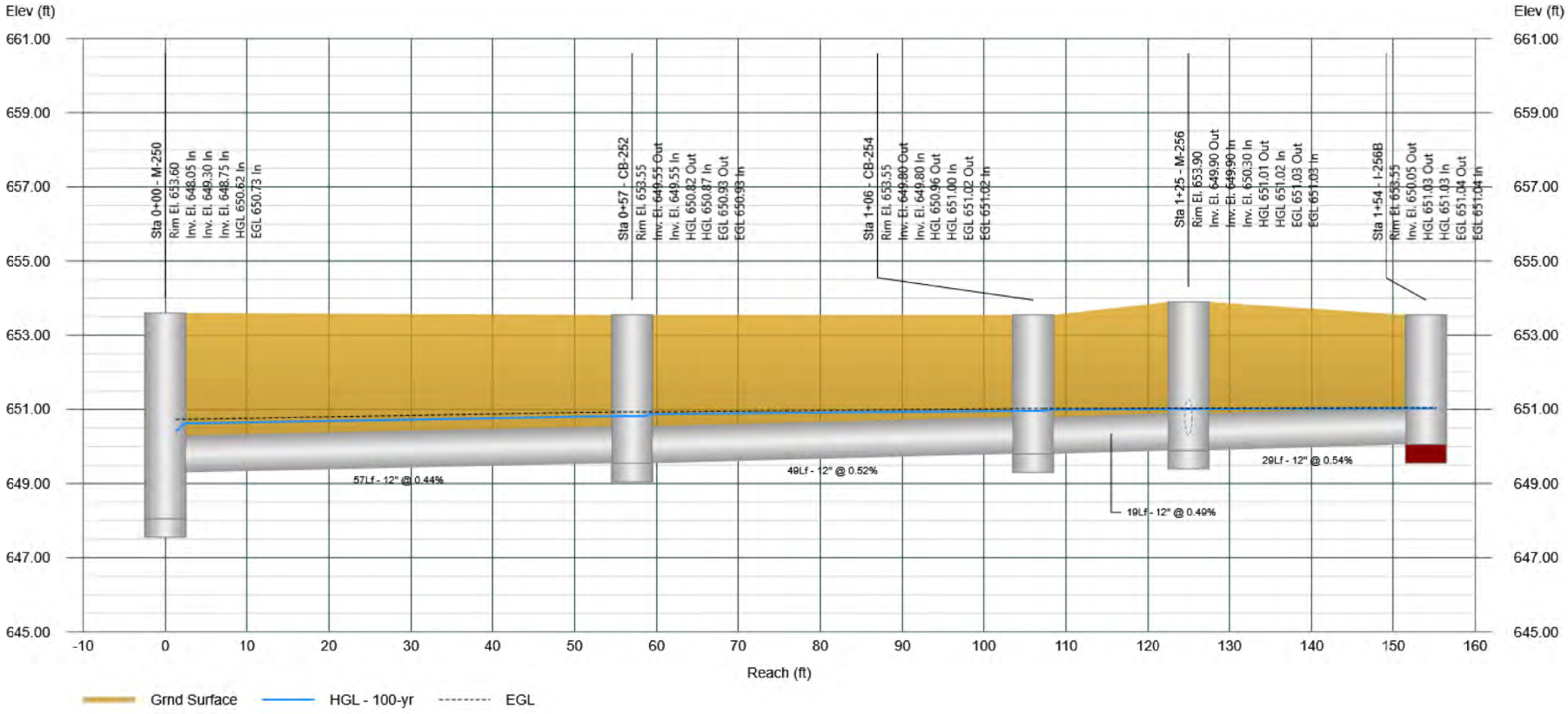


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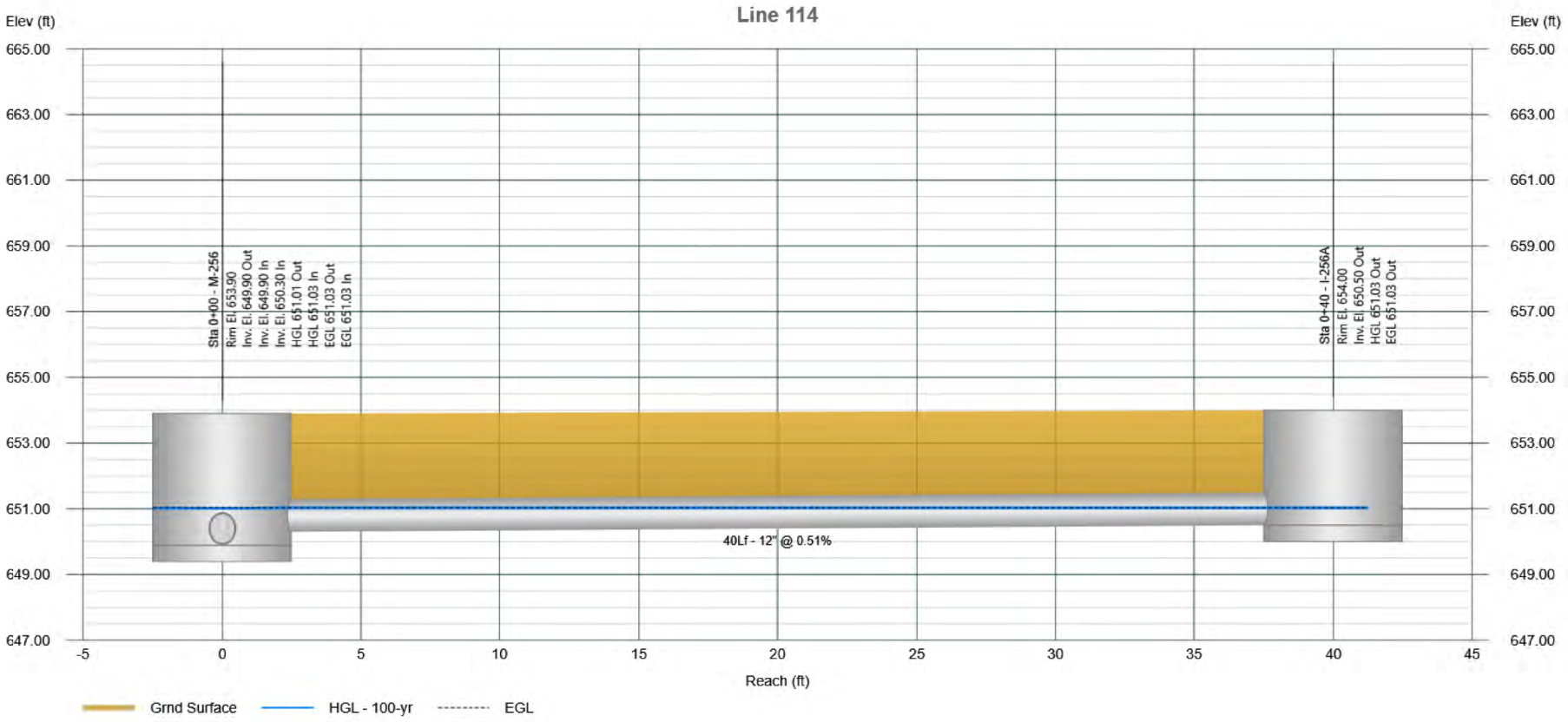


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11-24-2025

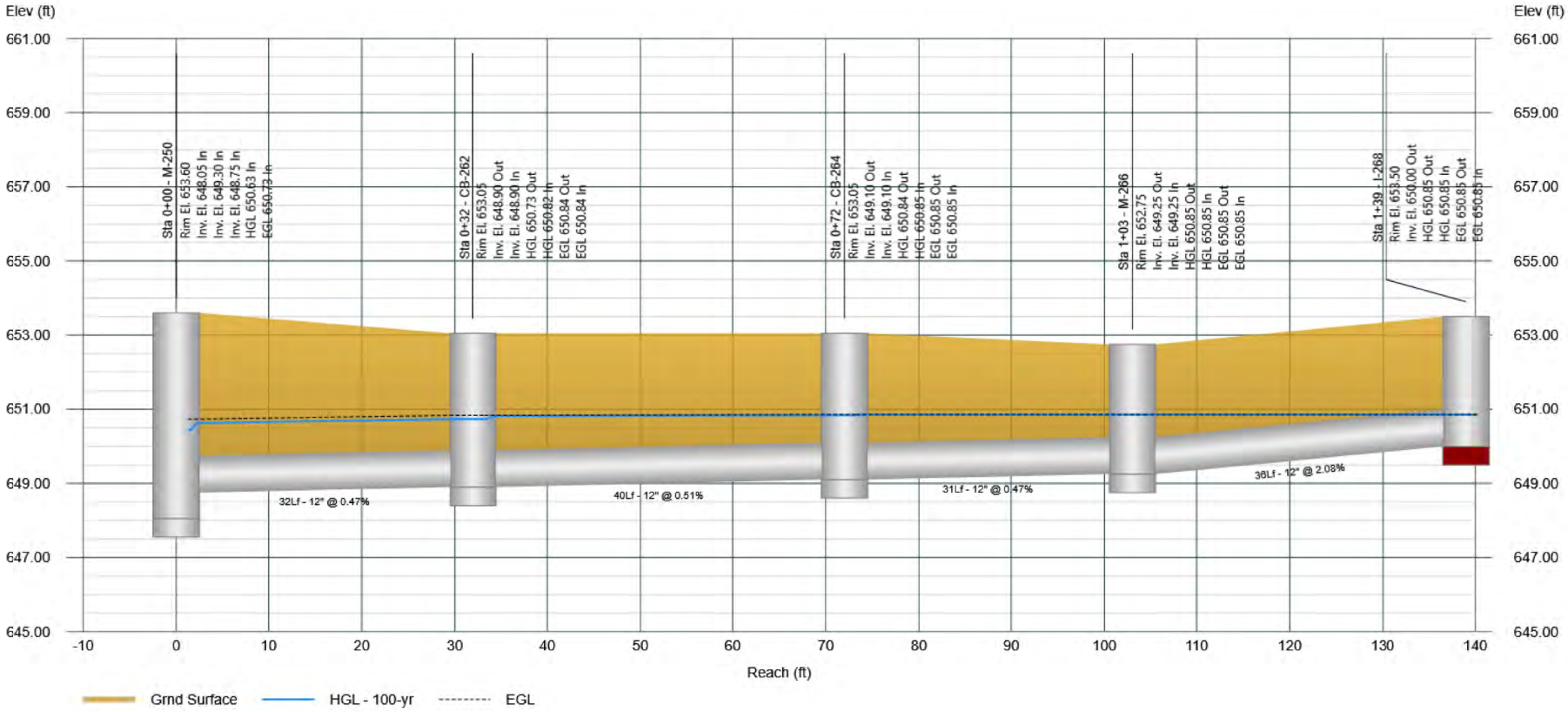


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

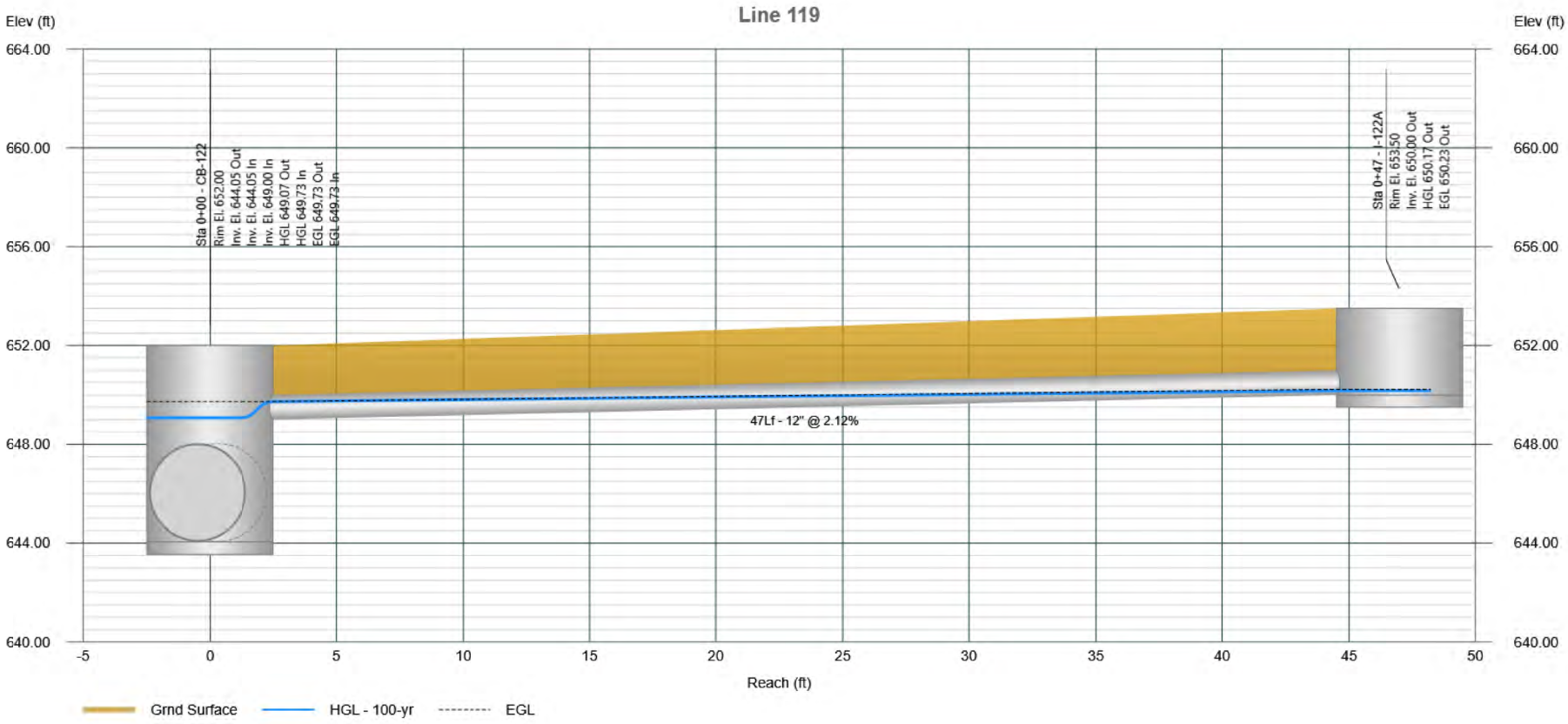


Profile View

Stormwater Studio 2026 v 3.0.0.40

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11-24-2025



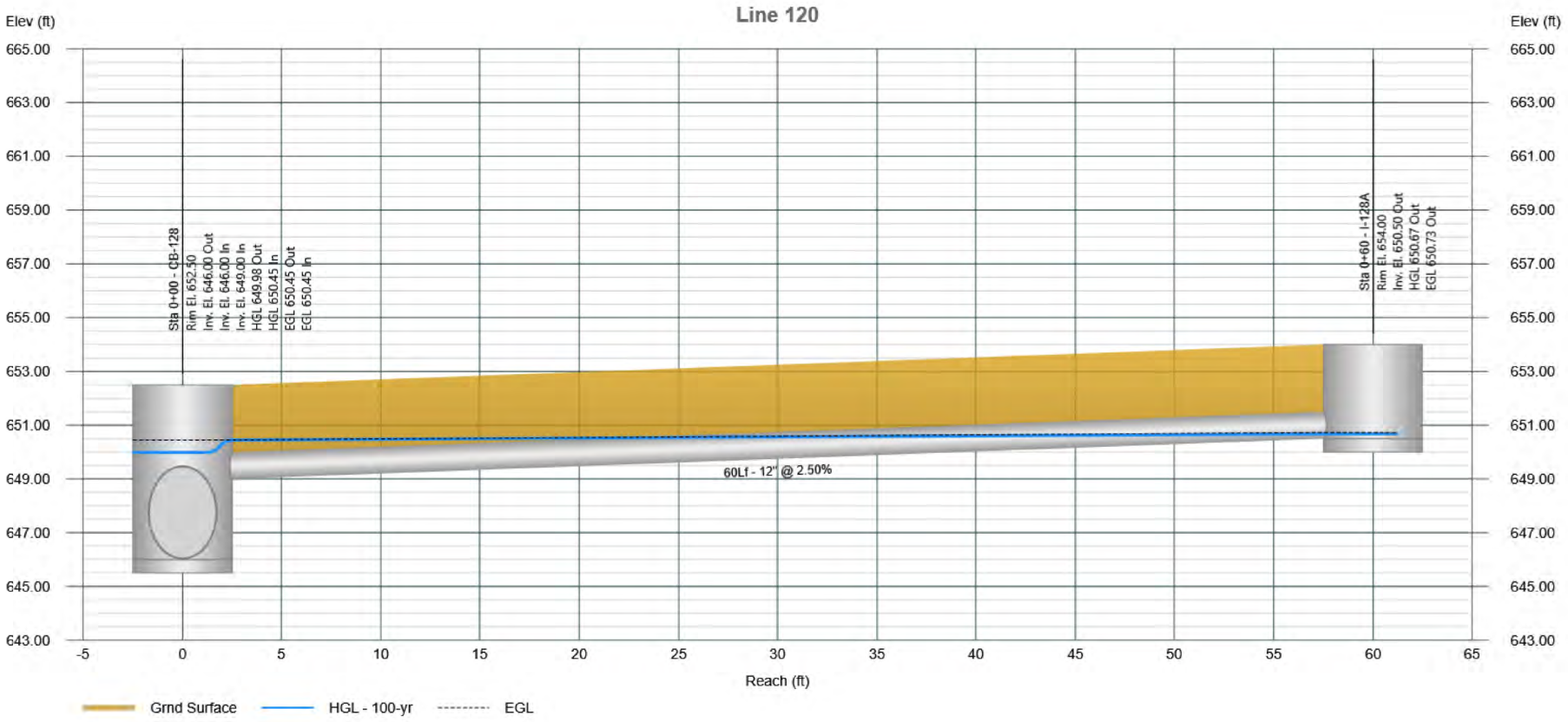
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

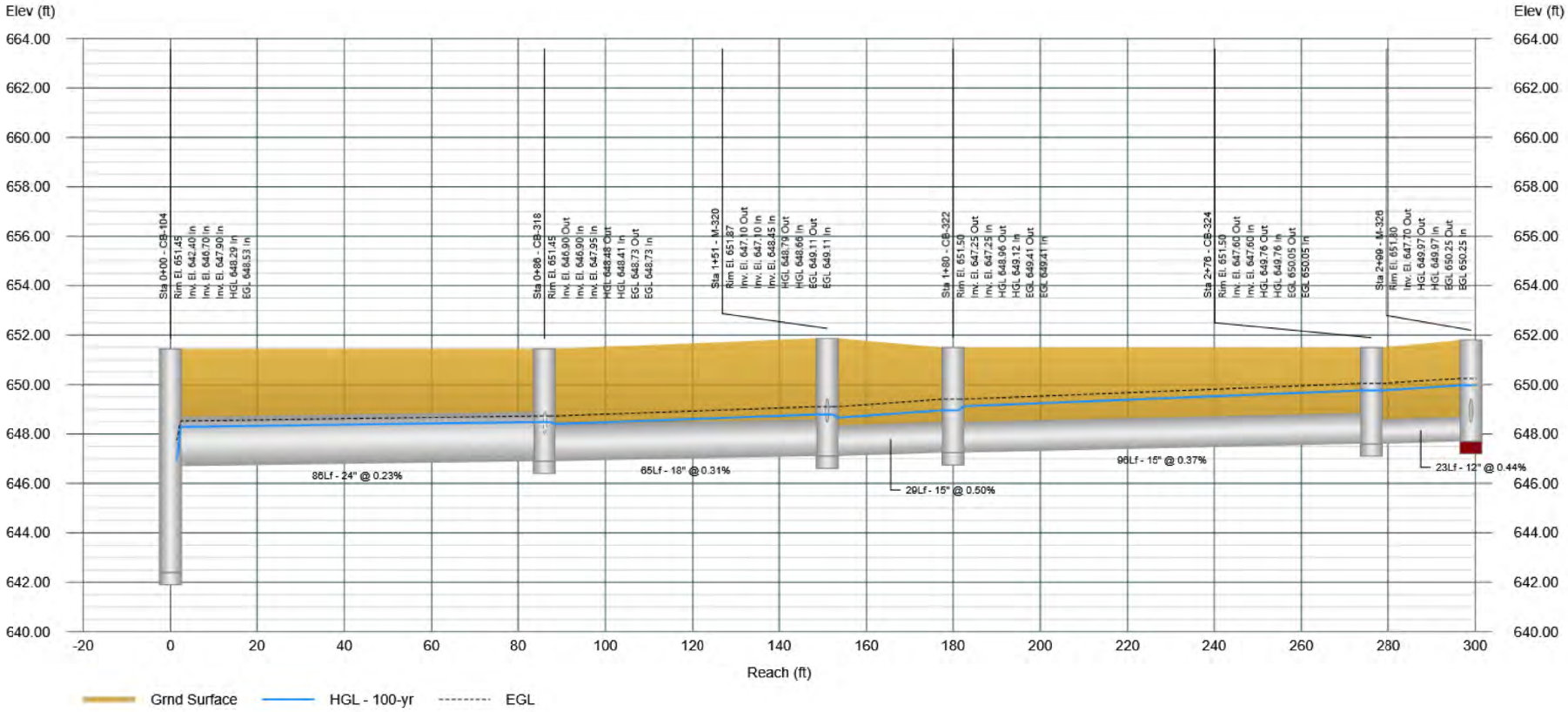


Profile View

Stormwater Studio 2026 v 3.0.0.40

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11-24-2025

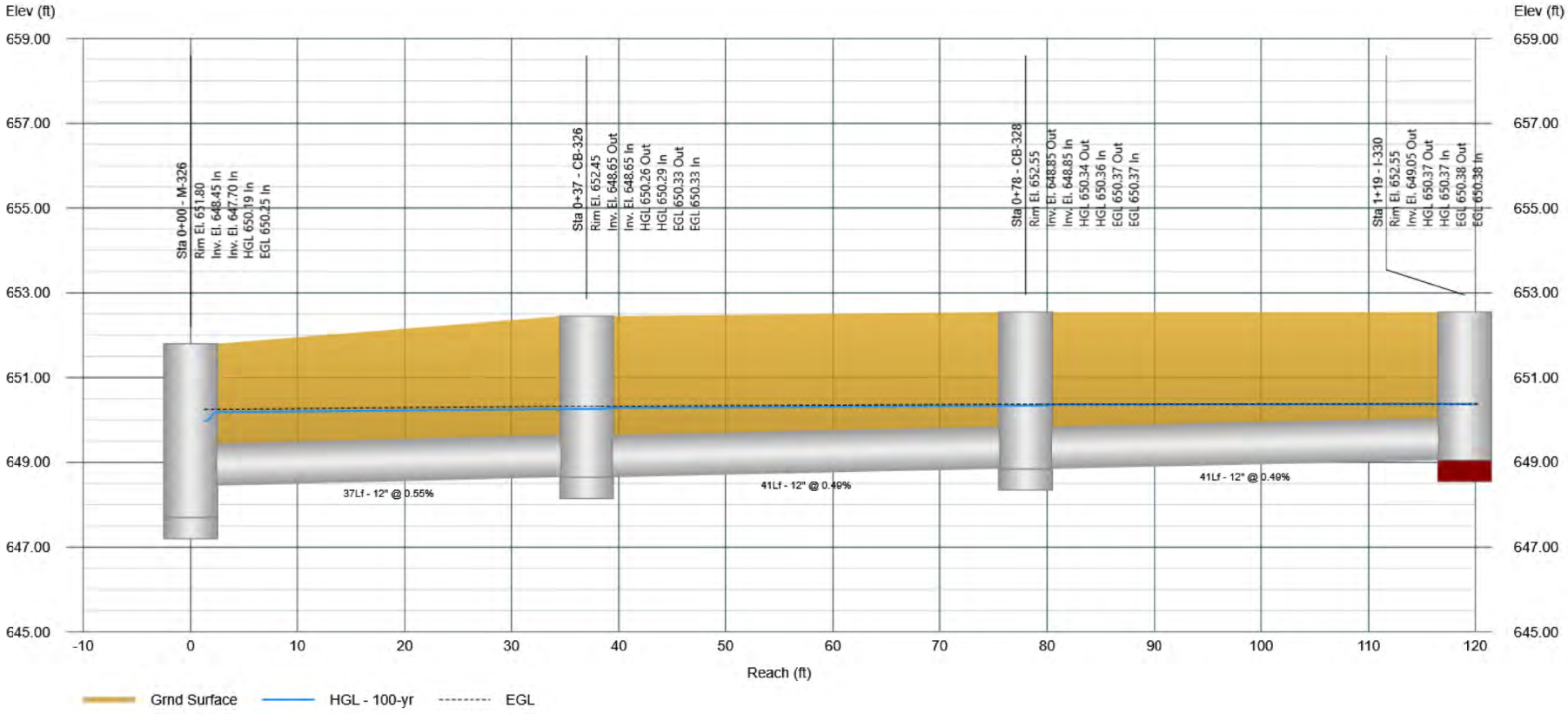


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

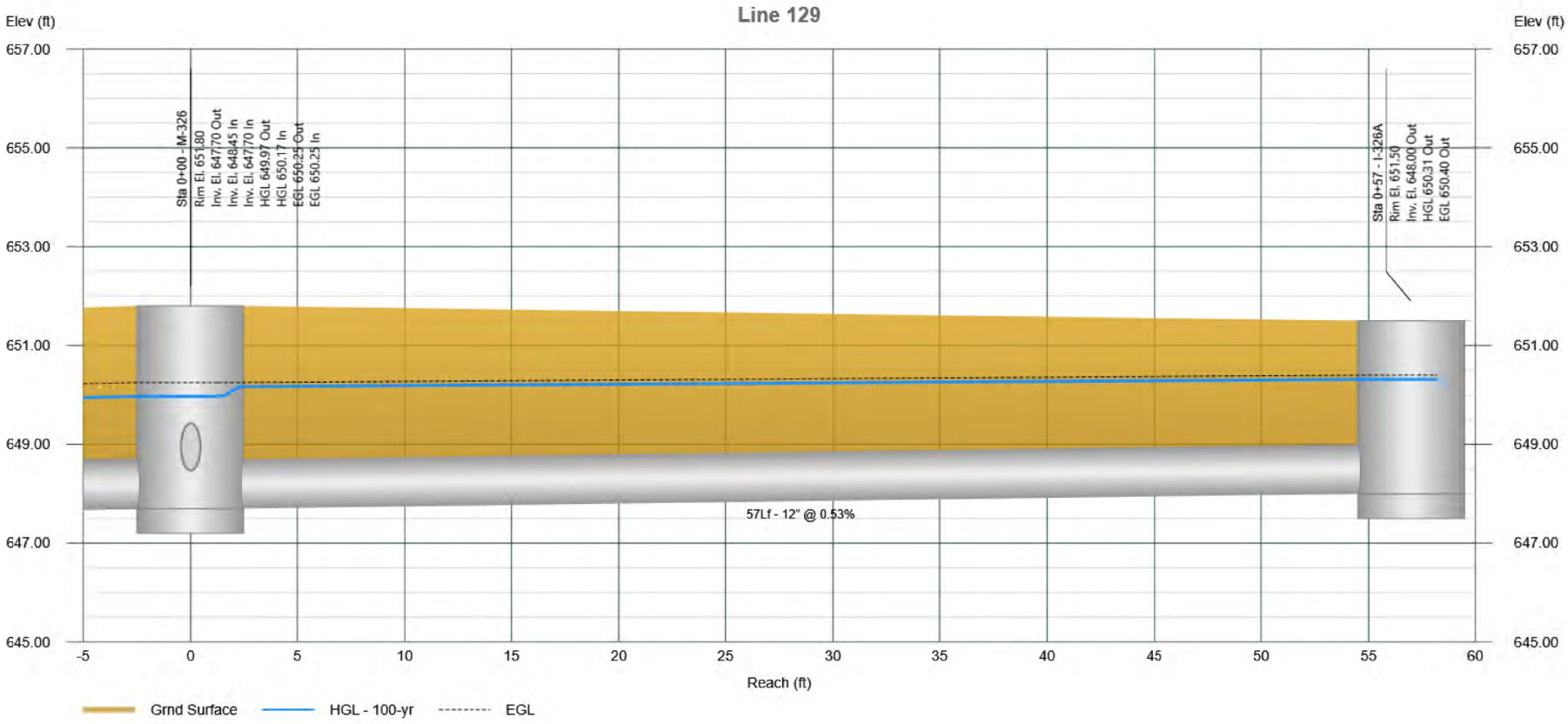


Profile View

Stormwater Studio 2026 v 3.0.0.40

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11-24-2025

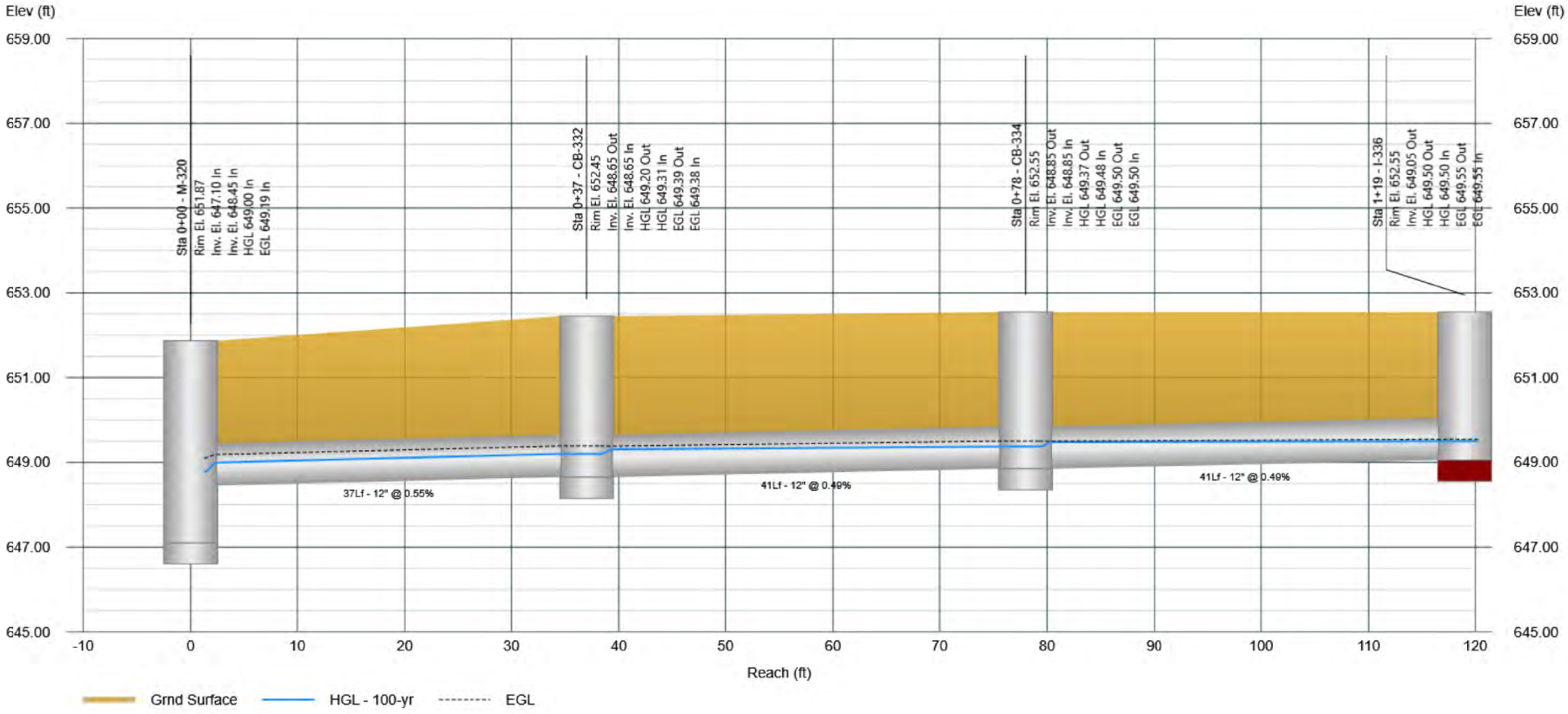


Profile View

Stormwater Studio 2026 v 3.0.0.40

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11-24-2025

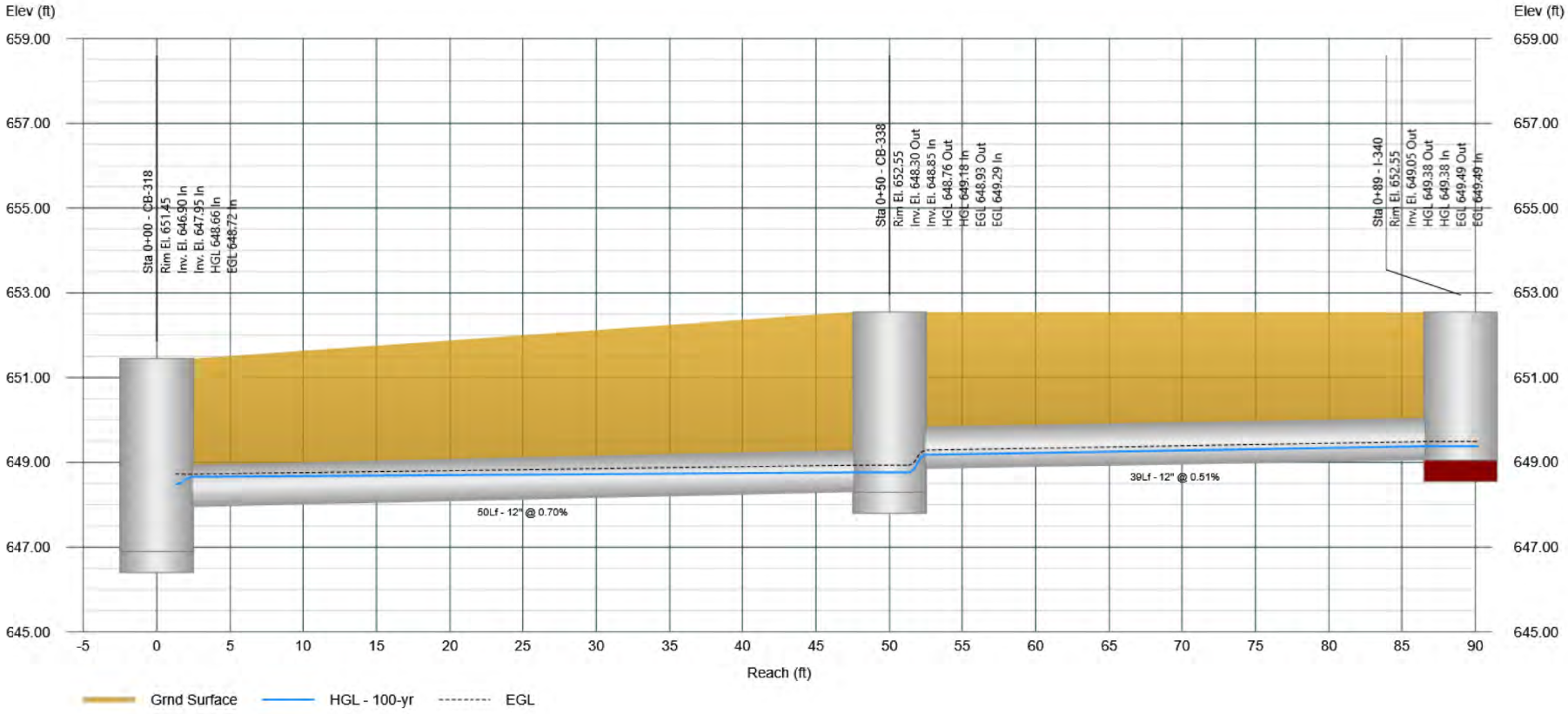


Profile View

Stormwater Studio 2026 v 3.0.0.40

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11-24-2025

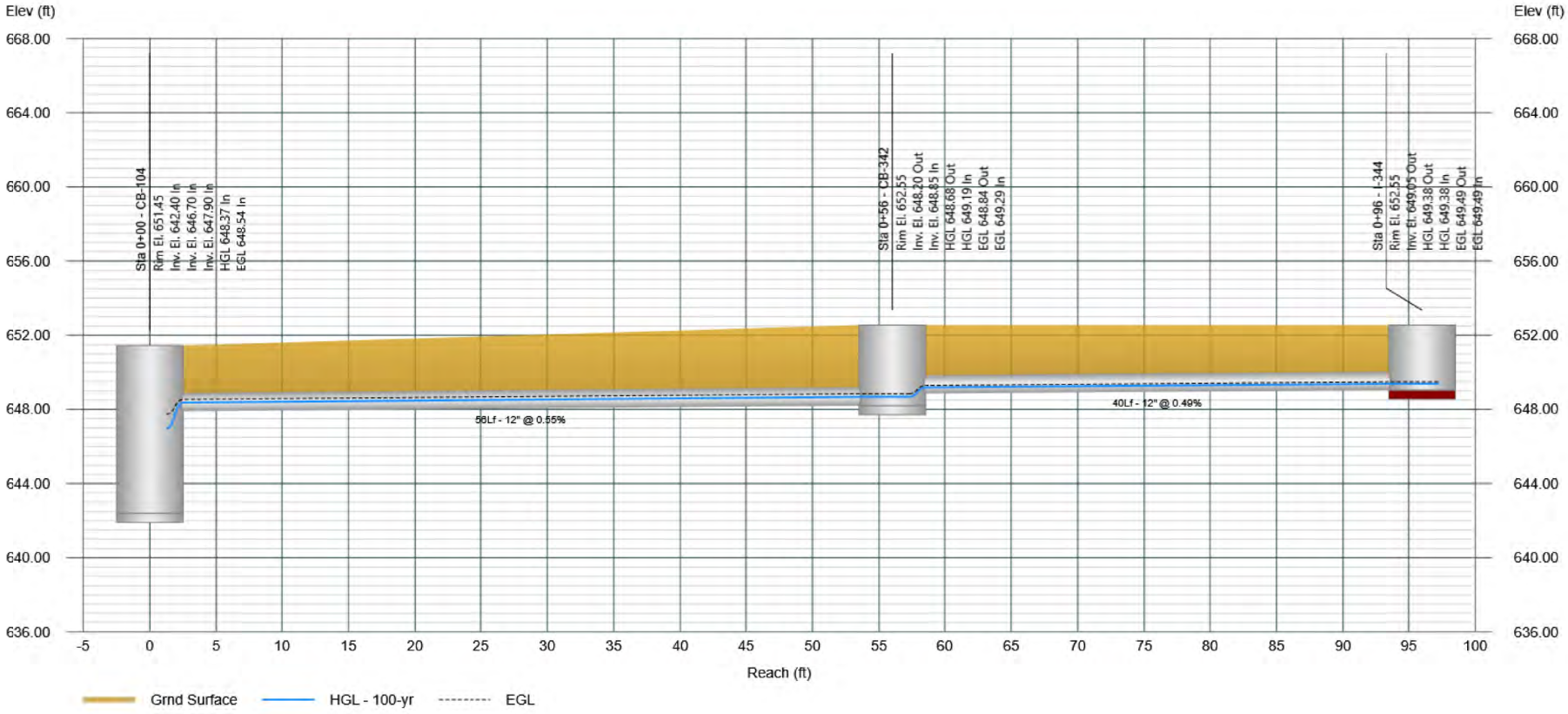


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



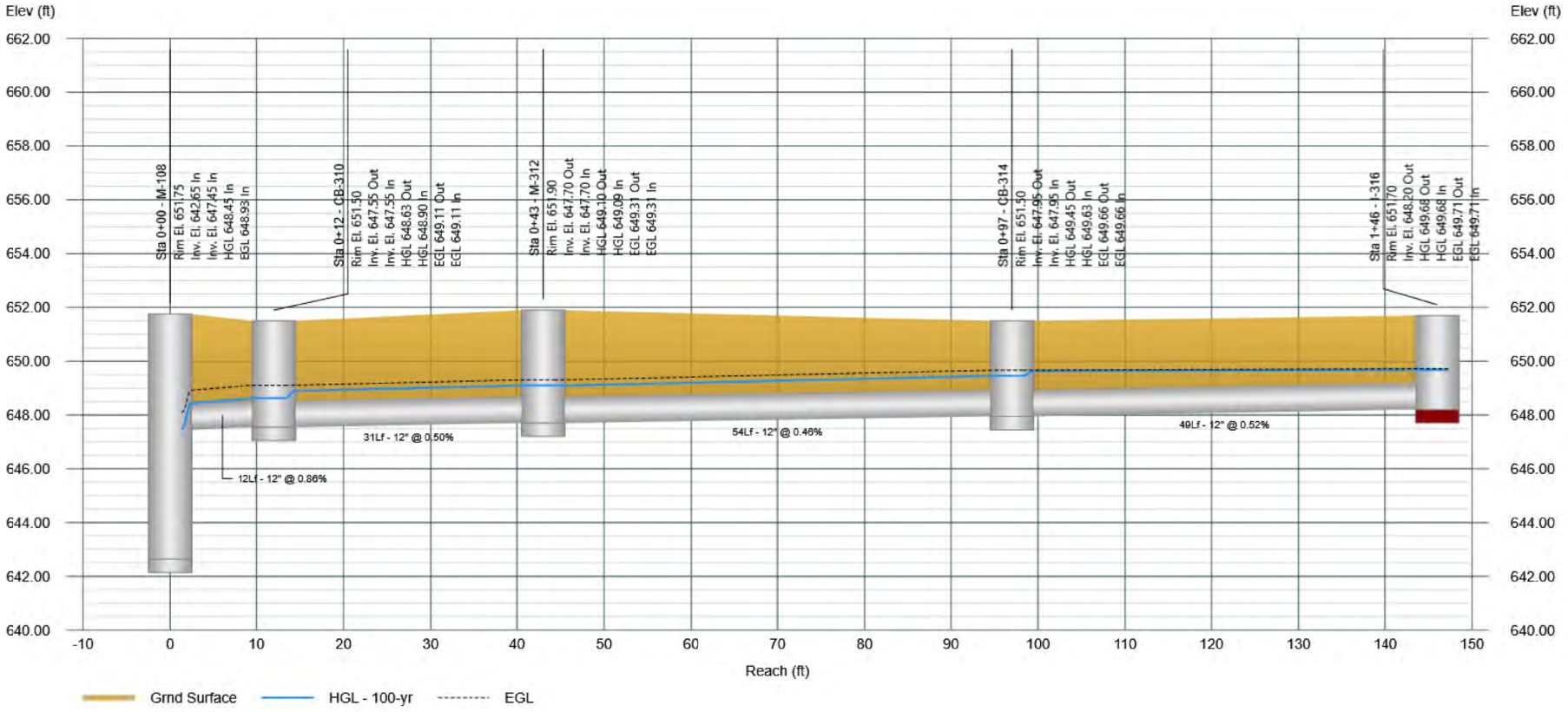
Project File: 11395.02-SYS100.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

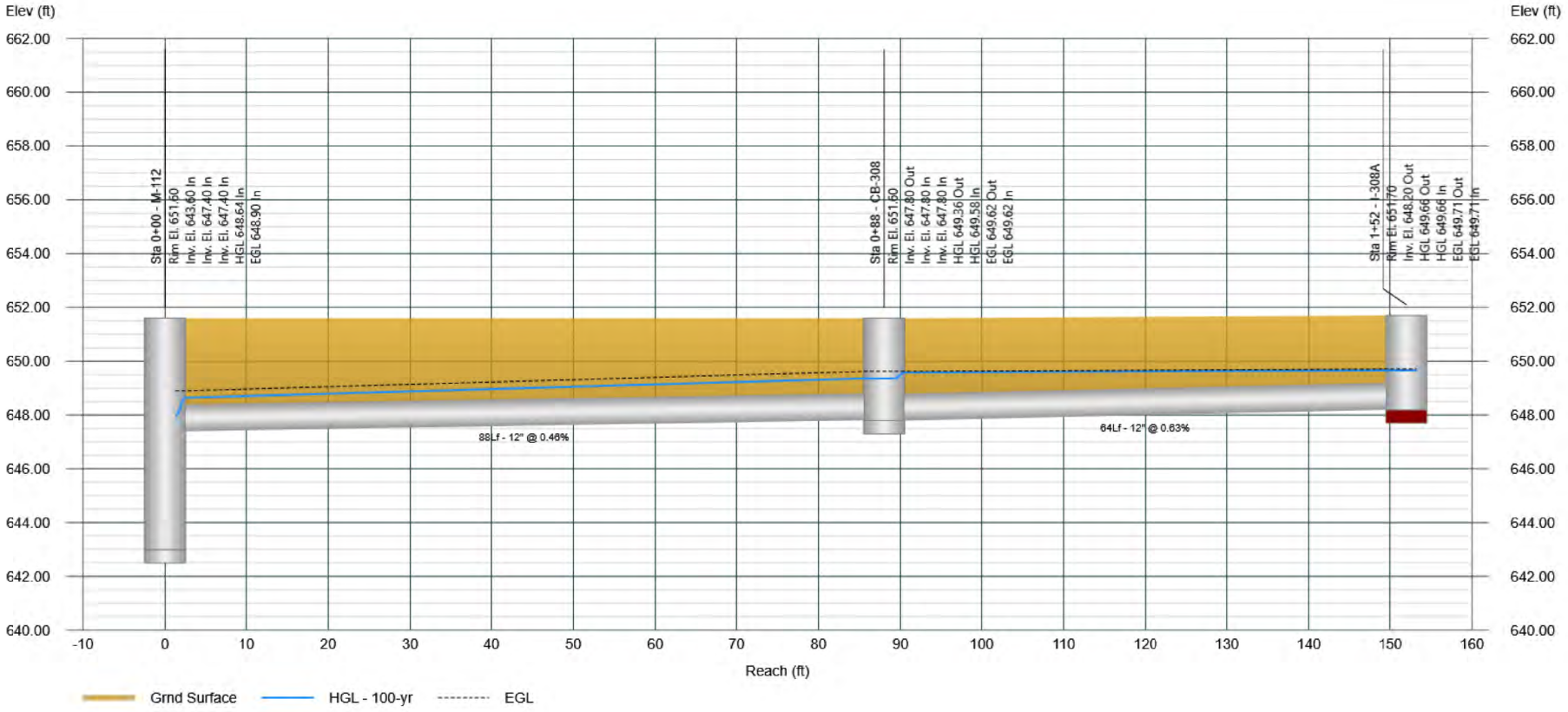


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

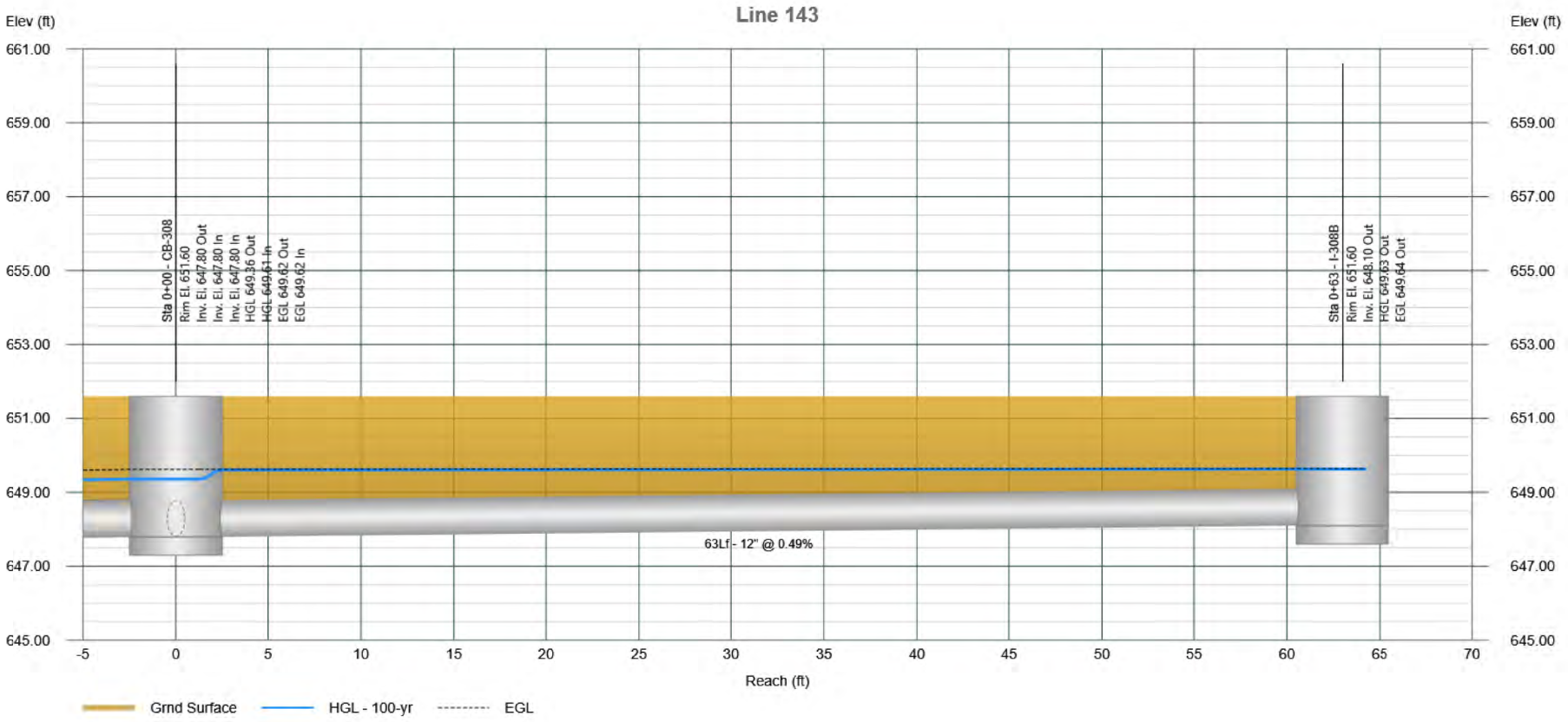


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

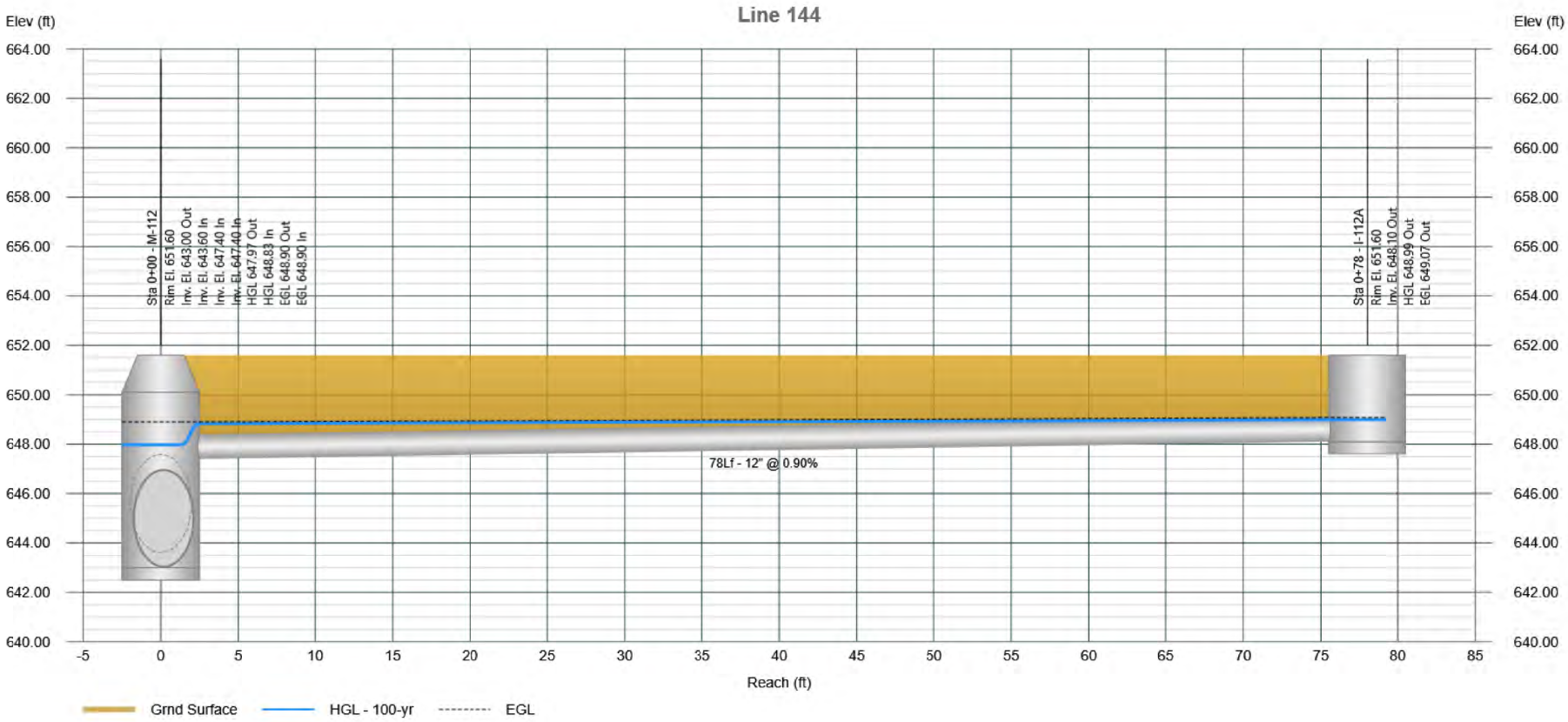


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

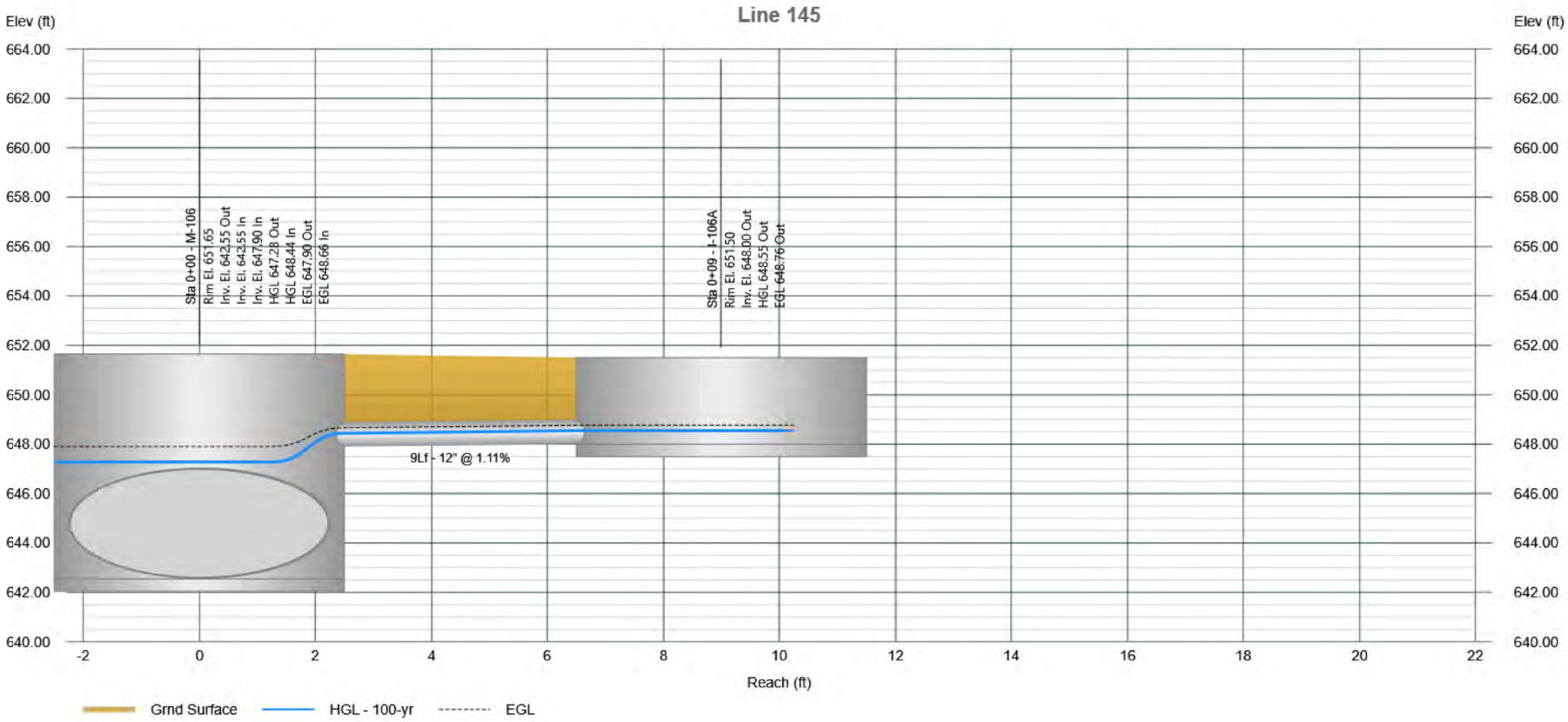


Profile View

Stormwater Studio 2026 v 3.0.0.40

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11-24-2025

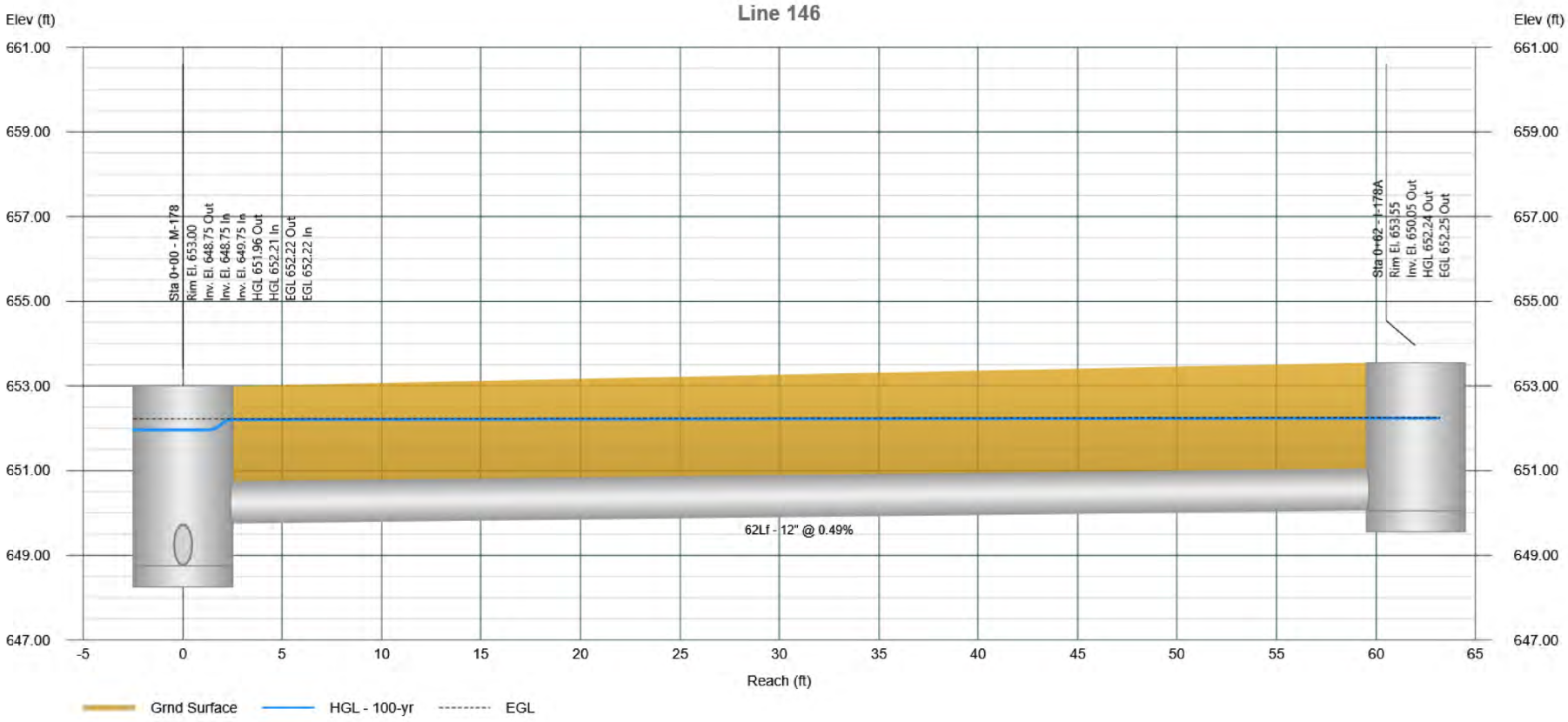


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

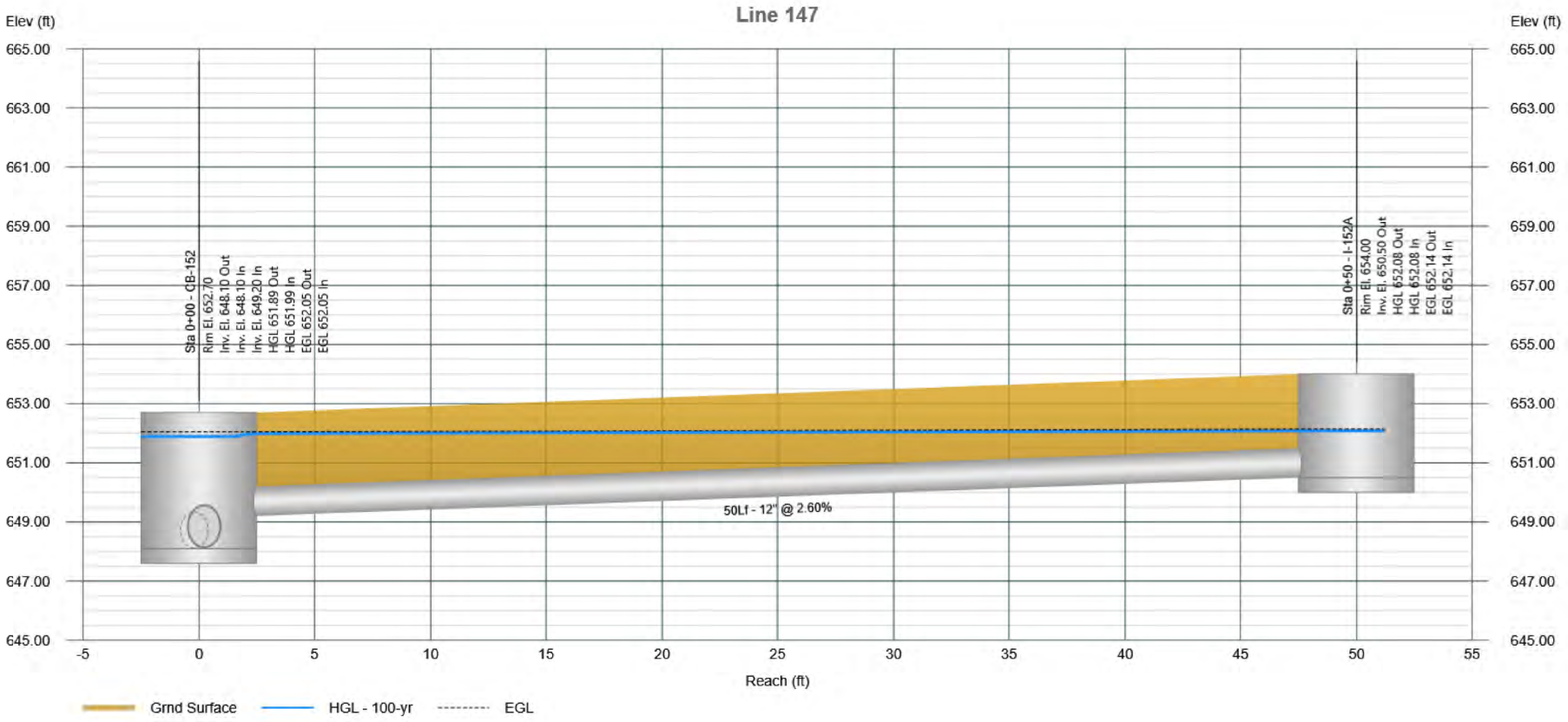


Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025

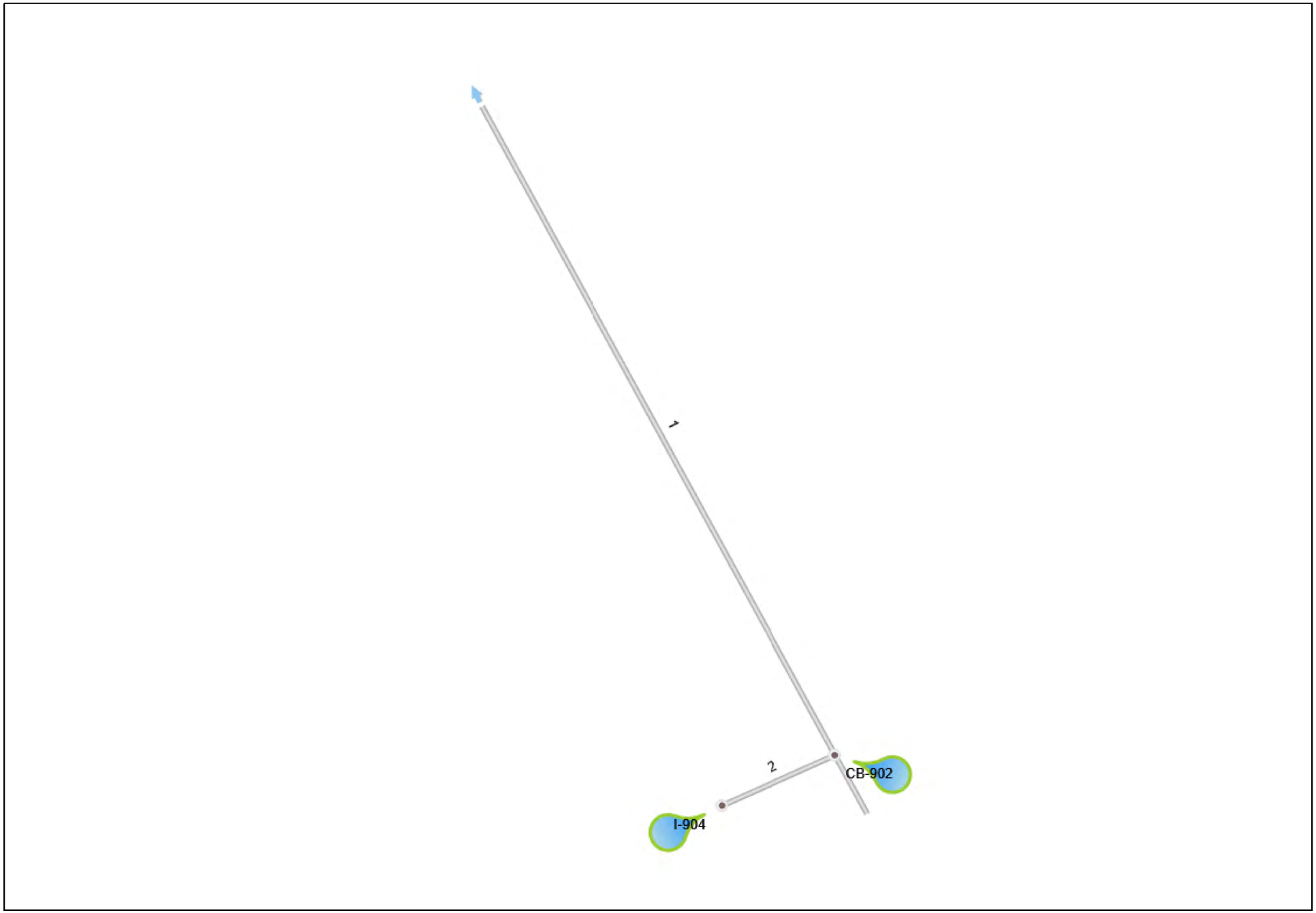


Plan View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



Project File: 11395.02-SYS900.sws

Storm Sewer Tabulation

Project Name: Enter Project Name...

Stormwater Studio 2026 v 3.0.0.40

11-24-2025

Line ID	Length	Drng Area		Rational	C x A		Tc		Intensity	Total Q	Capacity	Velocity	Line		Invert Elev		HGL Elev		Surface Elev		Line No
		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Up	Dn	Up	Dn	Up	Dn	
	(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
Line 1	293.00	0.180	0.690	0.76	0.14	0.52	10.0	10.18	6.73	3.53	6.13	2.55	18	0.34	644.00	643.00	644.92	644.50	648.45	646.70	1
Line 2	46.00	0.510	0.510	0.76	0.39	0.39	10.0	10.00	6.78	2.63	2.88	4.15	12	0.65	644.70	644.40	645.45	645.15	648.20	648.45	2

Notes: IDF File = BULL 75Modified-2020.idf, Return Period = 10-yrs.

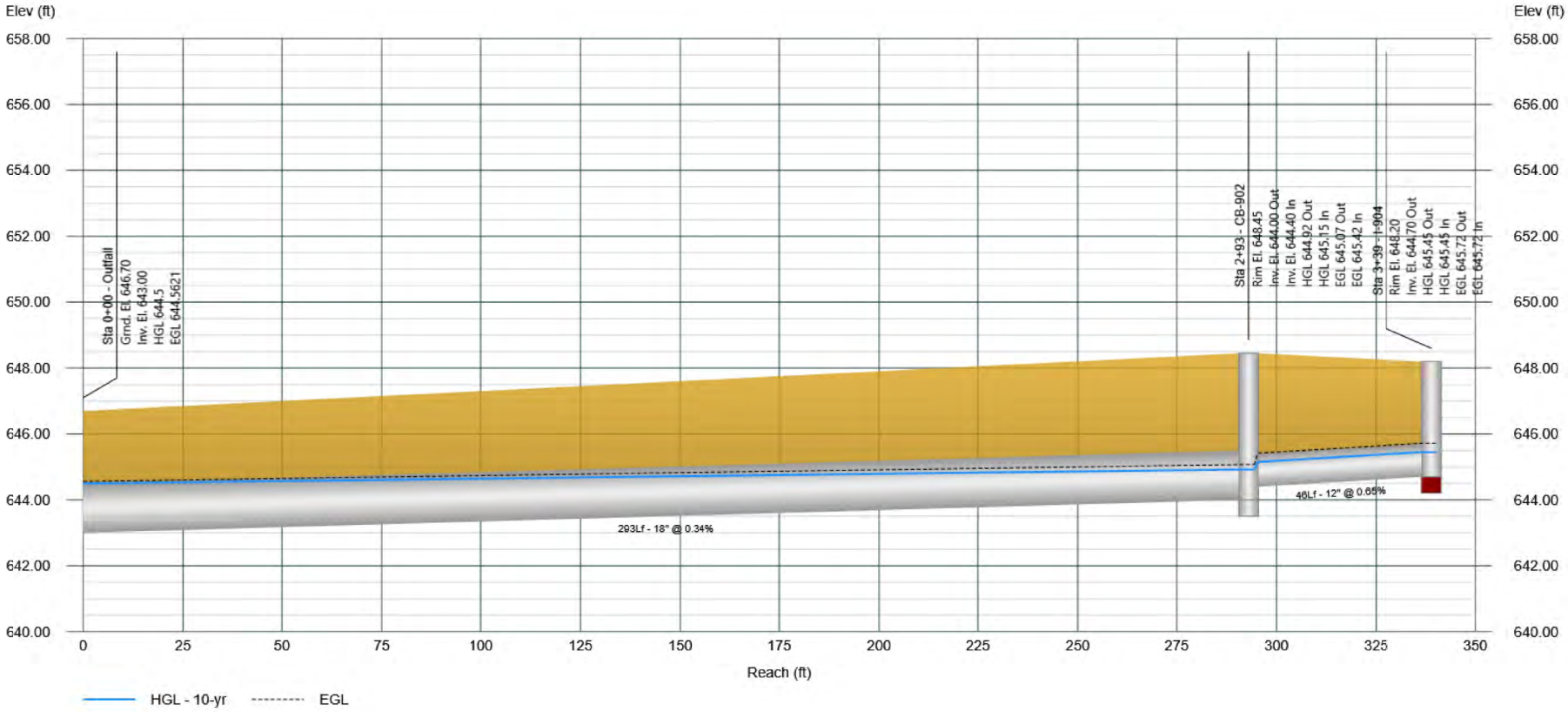
Project File: 11395.02-SYS900.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



Project File: 11395.02-SYS900.sws

Storm Sewer Tabulation

Project Name: Enter Project Name...

Stormwater Studio 2026 v 3.0.0.40

11-24-2025

Line ID	Length	Drng Area		Rational	C x A		Tc		Intensity	Total Q	Capacity	Velocity	Line		Invert Elev		HGL Elev		Surface Elev		Line No
		Incr	Total		Incr	Total	Inlet	Syst					Size	Slope	Up	Dn	Up	Dn	Up	Dn	
	(ft)	(ac)	(ac)	(C)			(min)	(min)	(in/hr)	(cfs)	(cfs)	(ft/s)	(in)	(%)	(ft)	(ft)	(ft)	(ft)	(ft)	(ft)	
Line 1	293.00	0.180	0.690	0.76	0.14	0.52	10.0	10.14	11.28	5.91	6.13	3.44	18	0.34	644.00	643.00	645.35	644.50	648.45	646.70	1
Line 2	46.00	0.510	0.510	0.76	0.39	0.39	10.0	10.00	11.34	4.40	2.88	5.60	12	0.65	644.70	644.40	646.10	645.40	648.20	648.45	2

Notes: IDF File = BULL 75Modified-2020.idf, Return Period = 100-yrs.

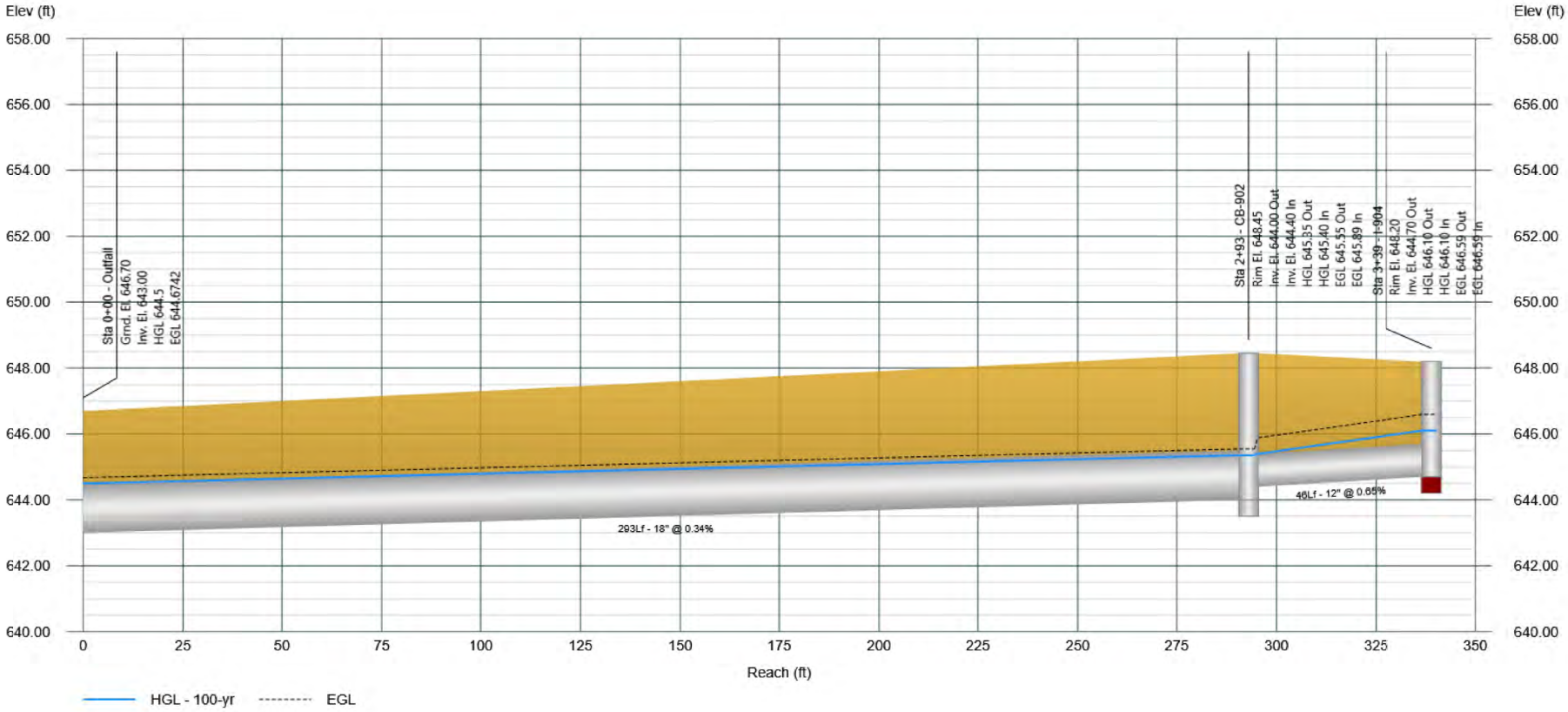
Project File: 11395.02-SYS900.sws

Profile View

Stormwater Studio 2026 v 3.0.0.40

Project Name: Enter Project Name...

11-24-2025



Project File: 11395.02-SYS900.sws

Proposed Culvert Design

Spaceco
Civil Engineering & Surveying

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

PROJECT:	**THE RESIDENCES AT HIGHLAND PARK**	**PROJECT #:**	11395.02
LOCATION:	**HIGHLAND PARK, IL**	**DATE:**	November 2025
		LAST REVISED:	

CALCULATION TITLE: **TIME OF CONCENTRATION CALCULATION**
DESCRIPTION: AREA TRIBUTARY TO CULVERT E-2
SITE CONDITION: PROPOSED

SHEET FLOW	SEGMENT ID	***1***	
1.	SUFACE DESCRIPTION (TABLE 3-1)	GRASS	
2.	MANNING'S ROUGHNESS COEFF., n (TABLE 3-1)	0.24	
3.	FLOW LENGTH, L (TOTAL <= 100 FT)	100	FEET
4.	TWO-YR 24-HR RAINFALL, P2	3.34	
5.	LAND SLOPE, S	0.012	
6.	$T_t = \frac{0.007\,(nL)^{0.8}}{P_2^{0.5}\,S^{0.4}}$	0.29	HR
		17.13	MIN
SHALLOW CONCENTRATED FLOW	SEGMENT ID	***2***	
7.	SUFACE DESCRIPTION (TABLE 3-1)	UNPAVED	
8.	FLOW LENGTH, L	623	FEET
9.	LAND SLOPE, S	0.010	
10.	AVERAGE VELOCITY (FIGURE 3-1)	1.63	
11.	$T_t = \frac{L}{3600\,V}$	0.11	HR
		6.4	MIN
12.	WATERSHED OR SUBAREA TC OR Tt TOTAL	**0.39**	**HR**
		23.5	**MIN**

Culvert Report

Project filename: E1.cst

Culvert Studio v 2.0.0.32

11-25-2025

Culvert 1

Culvert 1

CULVERT

Shape	= Circular
Inlet Edge	= Projecting
Material	= Concrete
Manning's n	= 0.012
Rise	= 15 in
Span	= 15 in
Invert Elev. Down	= 647.30 ft
Length	= 23.00 ft
Slope	= 0.011 ft/ft
Invert Elev. Up	= 647.55 ft
No. Barrels	= 1
Plan Skew Angle	= 0 degrees

EMBANKMENT

Top Width	= 9.00 ft
Top Elevation	= 649.80 ft
Crest Length	= 5.00 ft

DISCHARGE

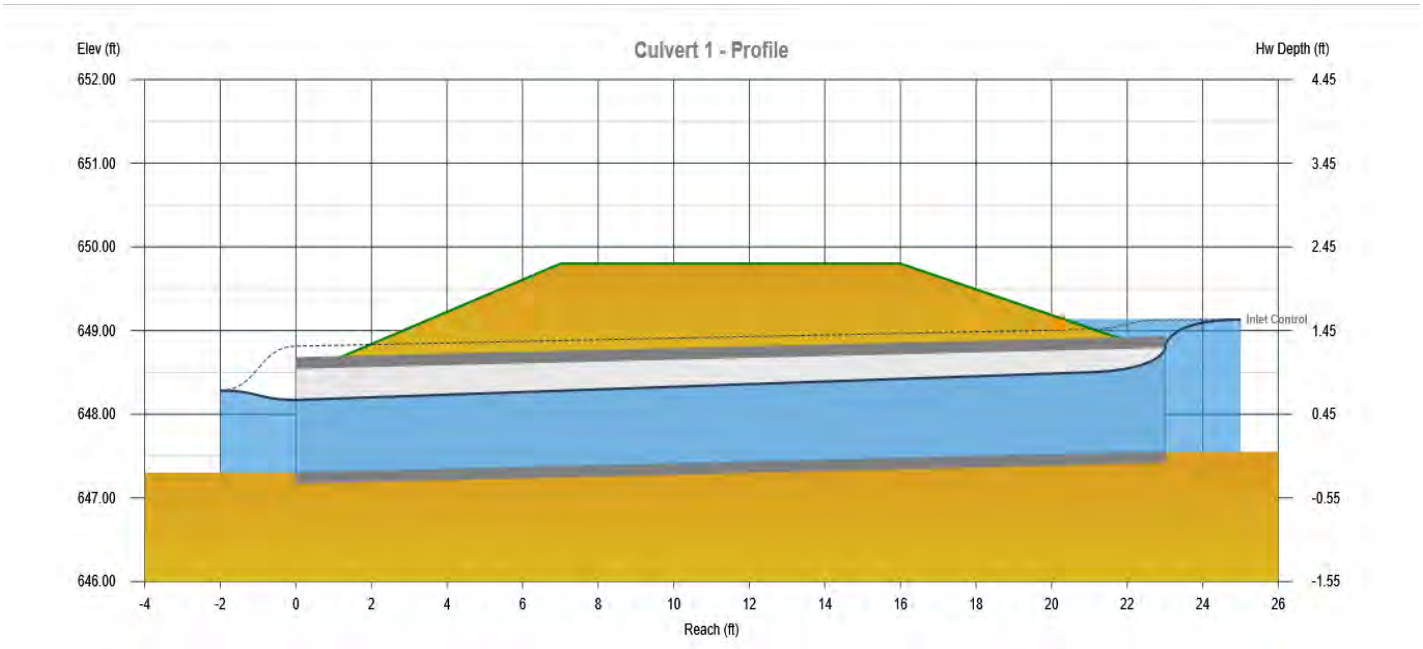
Method	= Qmin to Qmax
Q Min	= 5.80 cfs
Q Max	= 5.90 cfs
Q Increment	= 0.01 cfs

TAILWATER

Tailwater Elevation	= Critical Depth

CALCULATION SAMPLE

Discharge			Velocity		Depth		HGL @ Hw/D = 1.26		
Total	Culvert	Over Top	Down	Up	Down	Up	Down	Up	Hw
(cfs)	(cfs)	(cfs)	(ft/s)	(ft/s)	(in)	(in)	(ft)	(ft)	(ft)
5.87	5.87	0.00	6.43	5.67	10.4	11.8	648.17	648.53	649.13



TAB 4
SITE DETENTION REQUIREMENTS

STORMWATER MANAGEMENT PERMIT APPLICATION
FOR
THE RESIDENCES AT HIGHLAND PARK
CITY OF HIGHLAND PARK, LAKE COUNTY, IL

PREPARED FOR
HABITAT

PREPARED BY
SPACECO, INC.
9575 W. HIGGINS ROAD, SUITE 700
ROSEMONT, IL 60018

SPACECO PROJECT # 11395.02

NOVEMBER 2025



The impervious coverage of the site is not being increased from the previous development condition, therefore detention, runoff volume reduction, and water quality is not required.

TAB 5
SOIL EROSION AND SEDIMENTS CONTROL REQUIREMENTS

STORMWATER MANAGEMENT PERMIT APPLICATION
FOR
THE RESIDENCES AT HIGHLAND PARK
CITY OF HIGHLAND PARK, LAKE COUNTY, IL

PREPARED FOR
HABITAT

PREPARED BY
SPACECO, INC.
9575 W. HIGGINS ROAD, SUITE 700
ROSEMONT, IL 60018

SPACECO PROJECT # 11395.02

NOVEMBER 2025

Spaceco
Civil Engineering & Surveying

Schedule and Description of Maintenance for the Sediment and Erosion Control Plan

Construction will commence with the installation of silt fence that will act as a filter between the site construction and the adjacent properties, followed by installation of additional erosion control measures to be designed as part of the construction documents. Erosion control measures will remain in place and will be maintained until the site has been stabilized at which time they will be removed.

The erosion control measures shall be installed prior to initial land disturbance activities or as soon as practical. Specific measures will be included in the construction documents.

Except when prevented by inclement weather conditions, all disturbed areas to remain inactive for more than 14 days will be stabilized by seeding, sodding, mulching, covering, or equivalent erosion control measures, within seven days.

Permanent soil stabilization shall be provided for all disturbed areas within seven days after final grade is established.

All temporary erosion and sediment control practices shall be removed and disposed of within thirty days after final site stabilization is achieved or after the temporary practices are no longer necessary. Trapped sediment shall be permanently stabilized to prevent further erosion.

TAB 6
FLOODPLAIN REQUIREMENTS

STORMWATER MANAGEMENT PERMIT APPLICATION
FOR
THE RESIDENCES AT HIGHLAND PARK
CITY OF HIGHLAND PARK, LAKE COUNTY, IL

PREPARED FOR
HABITAT

PREPARED BY
SPACECO, INC.
9575 W. HIGGINS ROAD, SUITE 700
ROSEMONT, IL 60018

SPACECO PROJECT # 11395.02

NOVEMBER 2025



There is no regulatory floodplain shown on the project site, per the FIRM map on Exhibit 3.

TAB 7
WETLAND/BUFFER REQUIREMENTS

STORMWATER MANAGEMENT PERMIT APPLICATION
FOR
THE RESIDENCES AT HIGHLAND PARK
CITY OF HIGHLAND PARK, LAKE COUNTY, IL

PREPARED FOR
HABITAT

PREPARED BY
SPACECO, INC.
9575 W. HIGGINS ROAD, SUITE 700
ROSEMONT, IL 60018

SPACECO PROJECT # 11395.02

NOVEMBER 2025

Habitat Company
Highland Park Townhomes
Highland Park, IL

February 6, 2025

Christopher B. Burke Engineering, Ltd.
Project No. 220255.00001

Wetland and Buffer Submittal

Introduction

The proposed project consists of the development of a residential community. The site contains wetlands and waters of the United States. The project proposes to impact a Isolated Wetland of Lake County covering 0.096 acre of area. Additionally, the applicant is proposing two minor buffer impacts. The following table lists the wetlands, their jurisdictional status and area.

Wetland ID#	SF	AC	Jurisdiction
1	4186	0.096	IWLC
2	3077	0.071	IWLC
3	16678	0.383	IWLC
4	758	0.017	IWLC
5	31899	0.732	USACE - JD
6	1132	0.026	IWLC
7	18108	0.416	IWLC
8	5207	0.120	IWLC
Totals	**81045**	**1.861**	
Total Non JD	**49146.00**	**1.13**	
Total JD	**31899.00**	**0.73**	

Buffer Article 5, §505

§505.01.A Not applicable.

§505.01.B Based on the acreages of the wetlands, wetlands 3, 5, and 7 have 30 foot buffers. The remaining wetlands are below the threshold for having a buffer.

§505.02 Wetlands 1, 3, 7 and 8 were identified to be HQAR at the time of CBBEL's June 1, 2022, wetland delineation. The delineation and PJD were completed prior to the tree and brush removal completed onsite as part of the Forest Management Plan authorized by IDNR. Wetland 1 was nearly completely denuded and does not currently meet the floristic quality to be considered HQAR at this time. Similarly, wetlands 3, 7 and 8 were also significantly cleared of vegetation. However, these areas retain oak trees, but the current overall floristic quality of these areas is low due to the extensive site clearing.

	Since these areas are fall under an active restoration program which will be restoring the area to native dominated communities, we ask that buffer widths be set at 30 feet.
§505.03	Based on a review of the site and the forestry tree program executed onsite by the previous landowner, in our opinion no impacts to threatened or endangered species will occur. Copies of the IDNR EcoCAT and USFWS IPaC consultation are attached, including a memorandum evaluating the federal listed species.
§505.04	Noted. Not applicable.
§505.05	The two project components are related to stormwater management and will be located within wetland buffer.
§505.06	Noted.
§505.07	Noted.
§505.08	Noted. The proposed project is intended to pass flow in a non-erosive manner and repair an area of significant erosion.
§505.09	Noted. A small dog park with walking path is proposed within wetland 5 buffer area.
§505.10	Noted.
§505.11	The preserved wetlands, buffers, and woodlands are undergoing extensive restoration authorized by the IDNR and City of Highland Park/LCSMC. The restoration activities will result in establishment of native dominated plant communities within these preserved areas.
§505.12	Noted.
§505.13	Noted.
§505.13	Noted.

Wetland Requirements - Article 10, §1000 through 1008

§1000.01 &. 02	A copy of the 2022 wetland delineation report is attached along with the PJD issued in June 2022.
§1001	A copy of the original Corps of Engineers/SMC Preliminary Jurisdictional determination is attached.
§1002	The site contains seven IWLC onsite. One USACE JD wetland is present.
§1003	Not applicable.
§1004	Not applicable. There will be no jurisdictional wetland area impacts.
§1005.01.A.1	This application qualifies to be reviewed as a Category 1 project given the minor area of temporary wetland impact. Only 0.096 acre of impact is proposed.
§1005.01.B	The completed form is attached and signed by a CWS.
§1005.01.C	The required delineation and supporting documents are attached.

§1005.01.D	Site development plans are attached.
§1005.01.E	The wetlands that were previously found to be high quality have been significantly cleared of vegetation by the previous landowner and are undergoing restoration to promote native dominated communities. These areas are questionable about an HQAR status.
§1005.01.F	A hydrology evaluation is included with the stormwater management report prepared by Spaceco, Inc.
§1005.01.G	A copy of the original EcoCAT/IDNR Consultation is attached.
§1005.01.H	Not applicable. No pass through funding is proposed for this project.
§1005.01.I	A copy of the USFWS Section 7 review correspondence and evaluation memorandum are attached. No impacts to threatened or endangered species are anticipated.
§1005.01.J	The wetland impact falls below the threshold. No mitigation is proposed.
§1005.01.K	A NRI will be provided if requested.
§1005.01.L, M, N	The project is only impacting a small wetland area covering 0.096 acre. All other onsite wetlands (1.765 acres) are being preserved in a restored woodland area.
§1006	The project will have a de minis impact to hydrology.
§1007	Not applicable. No mitigation is proposed as this project is below the threshold. The preserved wetland, woodland, and buffer areas are being preserved and restored to native dominated habitats.
§1008	Not applicable, no detention is proposed within wetland for this project.

STORMWATER MANAGEMENT COMMISSION

June 8, 2022

Mr. Howard Shayne
Red Cup Land Company, LLC
2401 N. Halsted St., Suite 200
Chicago, IL 60614

Subject: **SMC File #:** IWLC-22-564
USACE Ref. #LRC-2022-0338
Red Cup Land Company LLC, 1700 Old Deerfield Rd, Highland Park, Lake County, IL
PIN #: 16-27-302-008
PRELIMINARY WETLAND JURISDICTIONAL DETERMINATION and IWLC BOUNDARY VERIFICATION

Dear Mr. Shayne:

This letter responds to your request for a preliminary wetland jurisdictional determination (PJD) and isolated wetland boundary verification (BV) for the subject property, submitted on your behalf by Mr. Jedd Anderson with Christopher B. Burke Engineering, Ltd. (CBBEL) and received by the Lake County Stormwater Management Commission (SMC) on May 18, 2022, with supplemental information received May 31, 2022. SMC staff reviewed available reference materials and performed a site reconnaissance on May 26, 2022, in the company of Mr. Michael Machalek of the U.S. Army Corps of Engineers-Chicago District (USACE) and Mr. Adam Janicki of CBBEL. The wetlands/waters referenced in this letter are shown on the enclosed EXH 7: *Approximate Wetland/Waters Delineation*, by CBBEL, dated May 31, 2022.

Based on our findings, the project area appears to contain one (1) *waters of the United States* (WOTUS), which is subject to regulation by the USACE under Section 404 of the federal Clean Water Act; seven (7) *Isolated Waters of Lake County* (IWLC), which are subject to regulation by the SMC under the Lake County Watershed Development Ordinance (WDO, as amended 10-13-2020); and two (2) areas that may be eligible for IWLC exclusion, as follows:

- **Wetland 5 appears to be WOTUS.** This feature has a clearly discernible hydrologic connection to the traditionally navigable North Branch Chicago River (via the Skokie River subwatershed). The USACE concurred with the flagged boundaries as flagged by CBBEL, with minor field adjustments (see enclosed PJD Field Report).

- **Wetlands 1, 2, 3, 4, 6 ,7, and 8 appear to be IWLCs.** These areas lack a clearly discernible hydrologic connection to a navigable water. Based on our observations, SMC concurs with the flagged/staked boundaries as adjusted during the site visit and generally depicted on the enclosed EXH 7.

- **The areas designated as Drainage Ditch 1 and Drainage Ditch 2 may be IWLCs**. The USACE exempted these features WOTUS by virtue of their being drainage conveyances constructed in dry land. By default, they are IWLC; however, you may contact Highland Park's Enforcement Officer (EO; see contact information on page 2) for potential IWLC exclusion determinations. If the features are not excluded, you may request IWLC boundary verification from the SMC (see contact information on page 2).

This PJD has been approved by SMC's Chief Engineer and the findings are valid for a period of three (3) years from the date of this letter, unless new information warrants a revision before the expiration date. If you disagree with the findings of this PJD, you may request an approved JD (AJD) from the USACE.

For your information, SMC performed this PJD in accordance with the *Interagency Coordination Agreement (ICA) Between the U.S. Army Corps of Engineers, Chicago District, Lake County Stormwater Management Commission, and Lake County Department of Planning, Building and Development*, dated June 4, 2002. We determined the jurisdiction of WOTUS on the subject project area based on the current definition in 33 U.S.C. 1344. Section 328.3(a); guidance provided in the EPA/USACE Memorandum entitled "Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in Rapanos v. United States & Carabell v. United States" dated June 5, 2007 (revised 12-02-08); and the USACE's *Jurisdictional Determination Form Instructional Guidebook* dated May 30, 2007. For areas not considered WOTUS, we determined jurisdiction using the definition of IWLC in Appendix A of the Lake County Watershed Development Ordinance (WDO, 10-13-2020).

Permitting Considerations

1. This letter satisfies the requirement for a written jurisdictional determination under WDO §1001 for the indicated wetlands/waters.

2. The surveyed boundaries of all existing wetlands/waters on the development site, including features constructed in dry land (e.g., stormwater management basins), need to be included on the engineering plans for permitting purposes.

3. **If proposed development will impact WOTUS, a permit from the USACE will be required.** Please refer to the USACE-Chicago District's web site for the permit application submittal requirements: http://www.lrc.usace.army.mil/Missions/Regulatory/Illinois/AppChecklist.aspx. The USACE may require SMC's technical review/approval of the proposed soil erosion and sediment control plan (SE/SC) for the development as a condition of their permit. Site inspections for compliance with the approved SE/SC plans would also be required. We will advise you if our SE/SC review/approval is required.

4. **A Watershed Development Permit (WDP), including IWLC impact approval, is required for site development in accordance with the Lake County WDO.** Please contact Mr. Ramesh Kanapareddy, Enforcement Officer (EO) with the City of Highland Park at 847-432-0807 or rkanapareddy@cityhpil.com regarding local and WDP Standard Provision submittal requirements.

5. **If development will impact IWLCs, SMC's written approval will be required** prior to the Village's issuance of the WDP. This includes impacts to Drainage Ditch 1 or Drainage Ditch 2—unless the EO approves an IWLC exclusion, in which case wetland impact approval would not be required for the excluded feature(s). Please contact Ms. Juli Crane, SMC Principal Wetland Specialist, for the IWLC submittal requirements (see contact information below). Note that these will include amending the wetland delineation report to include a map of the hydrologic atlas (USGS Flood of Record) per WDO §1000.02.(C.)5.

We would like to be of assistance. If you have any questions, or would like to set up a meeting, please contact Juli Crane at jcrane@lakecountyil.gov. If you have any additional concerns that have not been addressed by the regulatory staff, you may contact Chief Engineer Brian Frank at bfrank@lakecountyil.gov.

Sincerely,
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION

Brian Frank, P.E., CFM
Chief Engineer

Juli E. Crane, PWS, CWS, CFM
Principal Wetland Specialist

Enclosures: EXH 7: *Approximate Wetland/Waters Delineation* (CBBEL, 5-31-2022)
SMC PJD Field Report

xc: Kathy Chernich & Mike Machalek, USACE
Jedd Anderson, CWS, CBBEL
Adam Janicki, CBBEL
Ramesh Kanapareddy, EO for City of Highland Park

This document was digitally transmitted. Please print out a copy of the document and retain for your records. If you are unable to print the document, or desire a hard copy mailed be to you, please notify SMC at your earliest convenience.

NOTE: AERIAL PHOTOGRAPH TAKEN FROM NEARMAP, DATED: SEPTEMBER 30, 2021

0 200 400
Feet
1 inch = 200 feet

NORTH

Legend

- DRAINAGE DITCH
- INVESTIGATED AREA
- WATERS OF THE U.S.
- WETLAND

STUDY AREA

WETLAND 1
1A
1B
WETLAND 2
2A
2B
3B
WETLAND 3
3A
WETLAND 4
4A
4B
10B
10A
11B
DRAINAGE DITCH 1
DRAINAGE DITCH 2
INVESTIGATED AREA
WETLAND/
WATERS OF THE U.S. 5
5A
5B
9A
9B
8A
8B
WETLAND 8
6A
6B
WETLAND 6
7A
7B
WETLAND 7

Old Deerfield Rd
Skokie Valley Bike Path
Old Skokie Rd
Skokie Hwy
Deerfield Pl
Skokie Valley Rd
Union Pacific Railroad
Ridge Rd
Winthrop Rd
Devonshire Ct
Heather Ln
Grove Ave

Esri, HERE, Garmin, (c) OpenStreetMap contributors, Copyright nearmap 2015

P:\RED CUP LAND COMPANY, LLC\220255\220255_AWD.mxd

CLIENT:
RED CUP LAND COMPANY, LLC.

TITLE:
APPROXIMATE
WETLAND/WATERS DELINEATION

CBBEL # 22-0255
DATE: 5/31/2022

EXH 7

CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600,
Rosemont, Illinois 60018
(847)823-0500

DSGN.			SCALE:	1 "= 200 '
DWN.	KEK		USER:	kkopija
CHKD.	JMA		PLOT DATE:	5/31/2022
FILE NAME:	220255_AWD			

STORMWATER MANAGEMENT COMMISSION

Preliminary Jurisdictional Determination
Field Report

LakeCounty

Site Name: *Red Cup Property Wetlands* **Date:** *May 26, 2022 12:00 PM*

SMC/PBD #: *IWLC-22-564* **USACOE #:** *LRC-2022-338*

Attendees:

USACOE Representative(s): *Mike Machalek*
List Other Corp Representative(s): *N/A*
SMC/PBD Representative(s): *Juli Crane*
Other SMC/PBD Representative(s): *N/A*
Other attendee(s): *Adam Janicki, CBBEL*

PJD Requestor:

Name/Contact Info: *Howard Shayne; 773-975-5724; hshayne@newsweb.com*

Site Info:

Address/PIN#: *16-27-302-008*
Lat/Long: *42.172581 / -87.819203*
Description: *Vacant lot with developed (infrastructure, mostly roads) and undeveloped areas. Mostly wooded where undeveloped, with areas of turf grass around interior road/parking areas. Previous PJD done (IWLC-18-184) but an additional wetland area is included in the current request.*
References: *e.g., Wetland Delineation Report [CBBEL/2002]; Wetland Delineation Map (Exhibit #7), FEMA Floodplain Map (2016), aerial photos [1939-2020], topographic map 1' contours (Lake County GIS 2007), Lake County Soil Survey (NRCS 2005).*

Disposition of Waters of the US:

Site appears to contain Waters of the U.S.: *Yes, site DOES appear to contain Waters of the U.S.*
List wetland/water IDs from delineation map and basis: *Wetland 5, Relatively Permanent Water*
WOTUS Exclusions: *Drainage Ditch 1 and Drainage Ditch 2, see also the areas in the IWLC list below*
Corps representative concurs with staked/flagged WOTUS boundaries*: Yes*
If Corp representative DOES NOT concur, please explain: *N/A*

Disposition of Isolated Waters of Lake County:

Site appears to contain Isolated Waters of Lake County: *Yes, site DOES appear to contain Isolated Waters of Lake County.*
List wetland/water IDs from delineation map: *Wetland 1; Wetland 2; Wetland 3; Wetland 4; Wetland 6, Wetland 7; and Wetland 8*
Potential IWLC Exclusions: *Drainage Ditch 1 and Drainage Ditch 2 may be eligible for IWLC exclusion*
SMC/PBD representative concurs with staked/flagged IWLC boundaries: *Yes, as modified during the PJD site visit*
If SMC/PBD representative DOES NOT concur, please explain: *N/A*

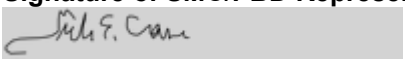
Comments: *Boundary flags adjusted in the field and CBBEL to resurvey and provide SMC with an updated exhibit for the PJD/BV letter.*

Attests:

USACE Representative Attestment: *Corp representative has reviewed the information herein and CONCURS with determination.*
Signature of USACE Representative:



SMC/PBD Representative Attestment: *SMC/PBD representative has reviewed the information herein and CONCURS with determination.*
Signature of SMC/PBD Representative:



JUNE 1, 2022

WETLAND/WATERS OF THE U.S. ASSESSMENT REPORT

RED CUP LAND COMPANY, LLC.

SOLO CUP FACTORY PROPERTY

HIGHLAND PARK, LAKE COUNTY, ILLINOIS

CBBEL PROJECT NO. 220255

CHRISTOPHER B. BURKE ENGINEERING, LTD
9575 WEST HIGGINS ROAD, SUITE 600
Rosemont, IL 60018

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EXECUTIVE SUMMARY

On May 5, 2022, Christopher B. Burke Engineering, Ltd. (CBBEL) completed a field investigation of the study area to determine on-site wetland and waters of the U.S. boundaries. This report was prepared to document our findings. Eight (8) wetlands, including one (1) waters of the U.S., and two (2) excavated upland drainage ditches were identified within the study area using the U.S. Army Corps of Engineers (USACE) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (August 2010). The wetland/waters of the U.S. and drainage ditch boundaries were flagged, and field located with GPS. An aerial photograph depicting the boundaries is included as Exhibit 7 in Appendix A. Representative photographs are included in Appendix C. Information collected from the field investigation is listed in the USACE Data Forms found in Appendix D.

Wetland Summary Table:

Delineated Area	Data Points	Community Types	Native Mean C-Value	Native FQI	HQAR*
Wetland 1	1A	Emergent/Sedge Meadow/Wooded	1.80	5.69	Yes
Wetland 2	2A	Wooded	1.70	5.38	No
Wetland 3	3A	Forested	2.20	6.96	Yes
Wetland 4	4A	Wooded	1.25	2.50	No
Wetland/Waters of the U.S. 5	5A, 9A, & 10A	Emergent/Wooded/ Wet Meadow	2.04	10.58	No
Wetland 6	6A	Wooded	1.67	2.89	No
Wetland 7	7A	Forested	2.07	7.75	Yes
Wetland 8	8A	Forested	2.00	6.63	Yes

*The USACE Chicago District Regional Permit Program (effective April 1, 2017) defines High Quality Aquatic Resources (HQAR) as wetlands with a calculated Floristic Quality Inventory (FQI) greater than 20 or a Native Mean C-Value greater than 3.5. It also includes Advanced Identification (ADID) aquatic sites that have been previously identified by the District and U.S. Environmental Protection Agency as areas generally unsuitable for disposal of dredged or fill material.

METHODOLOGY

The Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (August 2010), identifies the mandatory technical criteria for wetland identification. The three essential characteristics of a jurisdictional wetland are hydrophytic vegetation, hydric soils and wetland hydrology as described below:

Hydrophytic Vegetation: The hydrophytic vegetation criterion is based on a separation of plants into five basic groups:

(1) Obligate wetland plants (OBL) almost always occur (estimated probability >99%) in wetlands under natural conditions;

(2) Facultative wetland plants (FACW) usually occur in wetlands (estimated probability 67-99%), but occasionally are found in non-wetlands;

(3) Facultative plants (FAC) are equally likely to occur in wetlands or non-wetlands (estimated probability 34-66%);

(4) Facultative upland plants (FACU) usually occur in non-wetlands (estimated probability 67-99%), but occasionally are found in wetlands; and

(5) Obligate upland plants (UPL) almost always occur (estimated probability >99%) in non-wetlands under natural conditions.

Four procedures completed in the following order are used to determine if hydrophytic vegetation is present:

1) Rapid Test: The Rapid Test for hydrophytic vegetation is met if all dominant species across all strata are OBL or FACW, or a combination of the two based on a visual assessment.

2) Dominance Test: Using the 50/20 Rule, if greater than 50% of the plants present are FAC, FACW, or OBL, the subject area meets the hydrophytic vegetation criterion.

3) Prevalence Index: Each plant species in a sampling plot is assigned a numeric value (OBL=1; FACW=2; FAC=3; FACU=4; UPL=5). Based on the sampling data, the absolute cover is calculated for each species in each stratum and using the specified formula, if the Prevalence Index is 3 or less, hydrophytic vegetation is present.

4) Morphological Adaptations: Various species may develop physical characteristics after growing in wetland areas such as multi-stemmed trunks, shallow roots, and buttressed stems. Hydrophytic vegetation is present if an adaptation is observed in more than 50% of FACU species growing in an area that contains hydric soil and wetland hydrology.

Hydric Soils: Hydric soils are defined in the manual as "soils that are saturated, flooded or ponded long enough during the growing season to develop anaerobic conditions in the upper part." Field indicators of hydric soil are found in the NTCHS Field Indicators of Hydric Soils in the United States (USDA Natural Resources Conservation Service 2006b or current version).

Wetland Hydrology: The wetland hydrology criterion is often the most difficult to determine. Typically, the presence of water for a portion of the growing season creates anaerobic conditions. Anaerobic conditions lead to the prevalence of wetland plants. Morphological adaptations of plants, drift lines and watermarks are examples of wetland hydrology field indicators.

Waters of the United States: Waters of the United States (waters) are defined as the ordinary high-water mark (OHWM) in non-tidal waters, provided the jurisdiction is not extended by the presence of wetlands. The OHWM refers to the line established by the fluctuations of water. These fluctuations can be indicated by physical characteristics such as a clear, natural line

impressed on the bank, shelving, changes in the character of the soil, destruction of terrestrial vegetation, or the presence of litter and debris. Waters are typically not vegetated. They typically are located below the Ordinary High-Water Mark (OHWM) of a creek, stream, river, or lake. There are on occasions exceptions to this generalization.

RESULTS AND DISCUSSION

STUDY AREA

The study area is located west of Skokie Highway/Route 41, north of Grove Avenue, and generally southeast of Old Deerfield Road in Highland Park, Lake County, Illinois.

Existing Site Conditions

The study area consists of a large, vacant commercial lot with open space, roads, parking lots, and adjacent residential lots. During the site visit, CBBEL staff identified eight (8) wetlands, including one waters of the U.S., and two (2) man-made excavated upland drainage ditches within the study area. The drainage ditches and waters of the U.S./wetlands are characterized below.

Identified Wetlands/Waters of the U.S.

Wetland 1

Wetland 1, characterized by data point 1A, is located approximately 200' northeast of the Old Deerfield Road and Ridge Road intersection. This small depressional area contained shallow ponding water and appears to retain stormwater runoff from adjacent roadways.

Vegetation: At the time of the field investigation, the wetland contained primarily low quality, woody vegetation, with a sedge meadow and emergent understory. The plant community was dominated by European buckthorn (*Rhamnus cathartica*), common fox sedge (*Carex Vulpinoidea*), and hybrid cattail (*Typha X glauca*). The complete wetland floristic inventory for the wetland area is in Appendix B.

Hydrology: At the time of the field visit, positive wetland hydrology was indicated by approximately 1-3" of ponding water, saturated soils, water marks, sediment deposits, sparsely vegetated concave surfaces, and the FAC-Neutral test. As mentioned above, hydrology is provided from repeated stormwater inundation and poor drainage.

Soils: Soils at Wetland 1 are mapped as Blount silt loam, a somewhat poorly drained, non-hydric soil, although field characteristics confirmed hydric soil conditions.

Wetland 2

Wetland 2 is located approximately 275' south-southeast from Wetland 1, consisted of a narrow depressional area with low quality, woody vegetation. The wetland contains a standing water range from 0-3" of depth.

Vegetation: At the time of the field investigation, the wetland was dominated by European buckthorn (*Rhamnus cathartica*), white avens (*Geum canadense*), and Eastern cottonwood (*Populus deltoides*). The complete wetland floristic inventory for the wetland area is in Appendix B.

Hydrology: At the time of the field visit, positive wetland hydrology was indicated by saturated soils, 0-3" of standing water, water marks, water-stained leaves, the FAC-Neutral test, sparsely vegetated concave surfaces, drainage patterns, sediment, and drift deposits.

Soils: Soils at Wetland 2 are mapped as Ozaukee silt loam, a moderately well-drained, non-hydric soil. However, field characteristics confirmed hydric soil conditions.

Wetland 3

Wetland 3 consisted of a larger, ephemeral wetland area with low quality, woody vegetation, and shallow inundation, just south of Wetland 2.

Vegetation: At the time of the field investigation, the wetland was dominated by European buckthorn (*Rhamnus cathartica*), swamp white oak (*Quercus bicolor*), white avens (*Geum canadense*), eastern cottonwood (*Populus deltoides*). The complete wetland floristic inventory for the wetland area is in Appendix B.

Hydrology: At the time of the field visit, positive wetland hydrology was indicated by saturated soils, 1-4" of standing water, water marks, water-stained leaves, sparsely vegetated concave surfaces, the FAC-Neutral test, drainage patterns, sediment and drift deposits.

Soils: Soils at Wetland 3 are mapped as Ozaukee silt loam, a moderately well-drained, non-hydric soil. However, during the site visit, field characteristics confirmed hydric soil conditions.

Wetland 4

Wetland 4, located southeast of Wetland 3 and adjacent to another parking lot, consisted of a small, depressional wetland with primarily inundated, bare soils with interspersed scrub-shrub vegetation.

Vegetation: At the time of the field investigation, the wetland was dominated by European buckthorn (*Rhamnus cathartica*) and bare soil. The complete wetland floristic inventory for the wetland area is in Appendix B.

Hydrology: At the time of the field visit, positive wetland hydrology was indicated by saturated soils, water marks, 0-1" of standing water, water-stained leaves, drainage patterns, sparsely vegetated concave surfaces, the FAC-Neutral test, sediment, and drift deposits.

Soils: Soils within Wetland 4 were mapped as Ozaukee silt loam, a moderately well-drained, non-hydric soil. Field characteristics confirmed hydric soil conditions.

Wetland/Waters of the U.S. 5

Wetland/Waters of the U.S. 5 consisted of a large wetland complex and an excavated drainage channel connected by a series of culverts. There was approximately 0-4" of water flowing east

from Ridge Road to the Union Pacific Railroad in the southeast corner of the study area. This wetland/waters of the U.S. complex primarily consisted of a degraded wet meadow marsh and wooded drainage channel.

Vegetation: At the time of the field investigation, the wetland/waters of the U.S. complex contained both herbaceous and woody dominants. The northernmost region of this wetland/waters of the U.S. consisted of a degraded wet meadow marsh plant community that was dominated by common reed (*Phragmites australis*) and marsh meadow-foxtail (*Alopecurus geniculatus*). Along the embankments of the drainage channel, dominants included lesser celandine (*Ficaria verna*), wild chives (*Allium schoenoprasum*), European buckthorn (*Rhamnus cathartica*), silver maple (*Acer saccharinum*), eastern cottonwood (*Populus deltoides*), and riverbank grape (*Vitis riparia*). The complete wetland/waters of the U.S. floristic inventory is located in Appendix B.

Hydrology: At the time of the field visit, positive wetland hydrology was indicated by 1-4" of flowing surface water, saturated soils, water-stained leaves, water marks, drainage patterns, the FAC-Neutral test, sediment, and drift deposits.

Soils: Soils at Wetland/Waters of the U.S. 5 are mapped as Blount silt loam, a somewhat poorly drained, non-hydric soil. Field characteristics confirmed hydric soil conditions.

Wetland 6

Wetland 6, characterized by data point 6A, consisted of a small depression with shallow ponding located south of Wetland 5, adjacent to the residential backyards along Grove Avenue. The wetland was surrounded by fill and debris piles and numerous ash trees that have been cut down.

Vegetation: At the time of the field investigation, the wetland was dominated by European buckthorn (*Rhamnus cathartica*), lesser celandine (*Ficaria verna*), and eastern cottonwood (*Populus deltoides*). The complete wetland floristic inventory for the wetland area is in Appendix B.

Hydrology: At the time of the field visit, positive wetland hydrology was indicated by saturated soils, 0-1" of standing water, drainage patterns, water marks, the FAC-Neutral test, water-stained leaves, sediment, and drift deposits.

Soils: Soils at Wetland 6 are mapped as Blount silt loam, a somewhat poorly drained, non-hydric soil. During the site visit, hydric soil conditions were confirmed.

Wetland 7

Wetland 7 consisted of a large, ephemeral wetland with primarily low quality, woody vegetation located east of Wetland 6 and in the southeast corner of the study area. This wetland is located within what appears to be an old dump site containing concrete, asphalt, fill, and debris and some waste. Numerous dead ash trees have been cut down and litter the wetland and surrounding woodlands. Neighbors are actively dumping landscape waste in the wetland and buffer area.

Vegetation: At the time of the field investigation, the wetland was dominated by European buckthorn (*Rhamnus cathartica*), fowl manna grass (*Glyceria striata*), eastern cottonwood (*Populus deltoides*), Green Ash (*Fraxinus Pennsylvanica*), silver maple (*Acer saccharinum*), and riverbank grape (*Vitis riparia*). The complete wetland floristic inventory for the wetland area is in Appendix B.

Hydrology: At the time of the field visit, positive wetland hydrology was indicated by saturated soils, 0-3" of standing water, water-stained leaves, the FAC-Neutral test, water marks, stunted plants, sparsely vegetated concave surfaces, sediment, and drift deposits.

Soils: Soils at Wetland 7 are mapped as Blount silt loam, a somewhat poorly drained, non-hydric soil. Field characteristics confirmed hydric soil conditions.

Wetland 8

Wetland 8, as characterized by data point 8A, consisted of a small, ephemeral depression located between Wetlands 5 and 7.

Vegetation: At the time of the field investigation, the wetland was dominated by lesser celandine (*Ficaria verna*), European buckthorn (*Rhamnus cathartica*), Green Ash (*Fraxinus Pennsylvanica*), and eastern cottonwood (*Populus deltoides*). The complete wetland floristic inventory for the wetland area is in Appendix B.

Hydrology: At the time of the field visit, positive wetland hydrology was indicated by saturated soils, approximately 2" of standing water, water marks, water-stained leaves, the FAC-Neutral test, sediment, and drift deposits.

Soils: Soils at Wetland 8 are mapped as Blount silt loam, a somewhat poorly drained, non-hydric soil. Field characteristics confirmed hydric soil conditions.

Drainage Ditches/Investigated Area

During the site visit, two (2) man-made drainage ditches were identified and flagged onsite. These drainage ditches were constructed in soils mapped as non-hydric Blount silt loam and Ozaukee silt loam, both well-drained. The buffers of the two (2) identified drainage ditches were overgrown with predominately turf grass, and weedy herbaceous and woody vegetation.

As shown on Exhibit 7, CBBEL staff also completed an investigation of an area dominated by common reed (*Phragmites australis*), commonly found in moist and wet soil conditions, in the southeast region of the study area. Despite the presence of facultative wetland vegetation, the soils contained a disturbed profile and consisted of rubble debris, as characterized by data point 11B. In addition, no evidence of hydrology was observed. As a result, we concluded that this area with hydrophytic vegetation did not meet the criteria as USACE regulated wetlands according to the U.S. Army Corps of Engineers Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (August 2010).

REFERENCE MATERIALS

The following reference materials were reviewed and used to assist in the wetland/waters of the U.S. field reconnaissance.

LOCATION MAP

The study area is located west of Skokie Highway/Route 41, north of Grove Avenue, and generally southeast of Old Deerfield Road in Highland Park, Lake County, Illinois. Geographically, the study area is in Section 27, Township 43 North, and Range 12, East of the 3rd Principal Meridian (Lat 42°10'20.19"N; Long 87°49'7.00"W).

NATIONAL WETLAND INVENTORY

The National Wetland Inventory (NWI), Highland Park Quadrangle (1983), indicates no wetland mapped within the study area. The NWI serves only as a large-scale guide and actual wetland locations and types often vary from that mapped.

LAKE COUNTY WETLAND INVENTORY

The Lake County Wetland Inventory (LCWI), Moraine Township (2002), indicates that Wetland is mapped within the study area. The MCWI serves only as a large-scale guide and actual wetland locations and types often vary from that mapped.

SOIL SURVEY

The Soil Survey of Lake County, Illinois (2013) was reviewed to determine the location of hydric soils within the study area. The following soil types are mapped within the study area:

23A	-	Blount silt loam
530B	-	Ozaukee silt loam

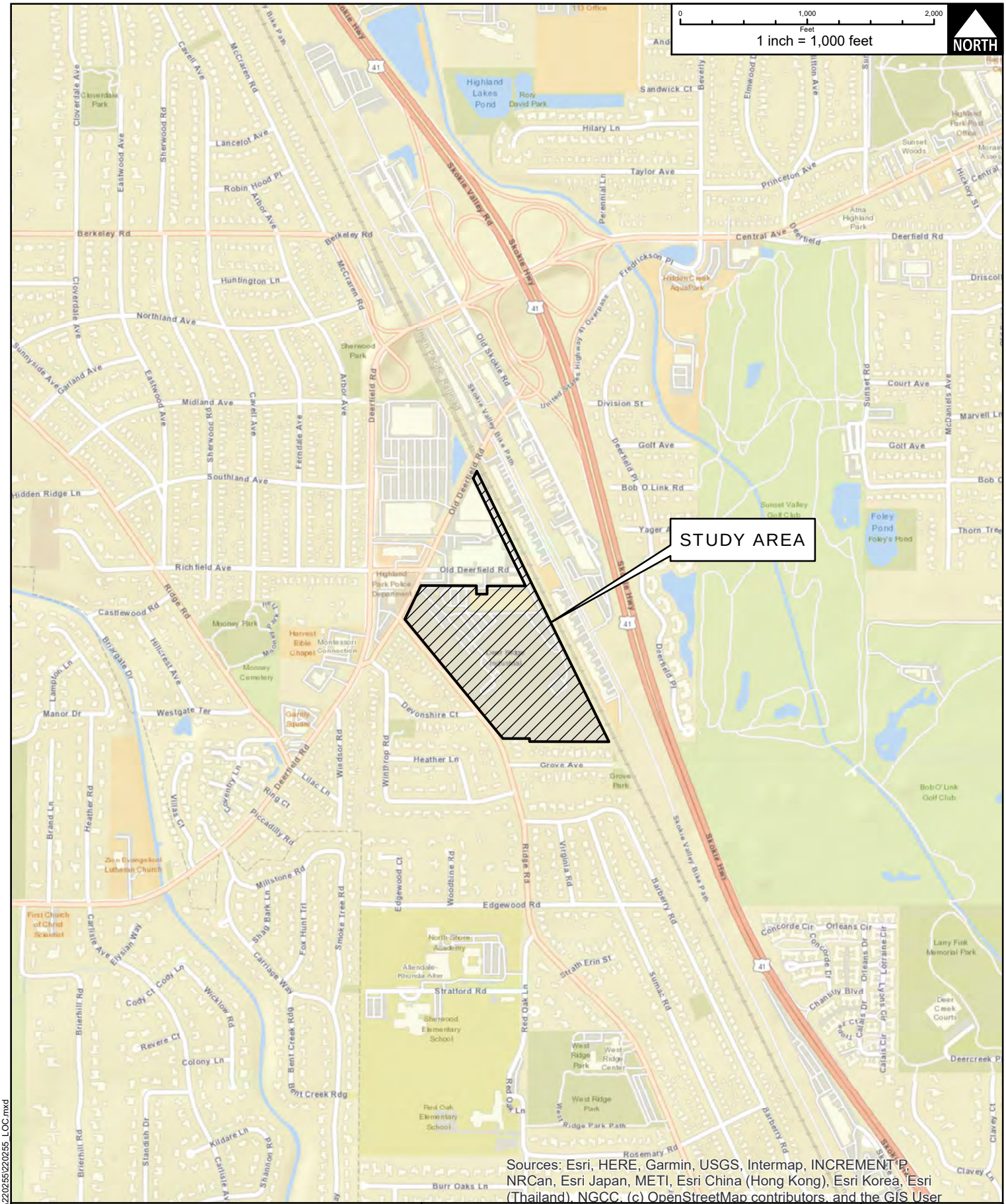
UNITED STATES GEOLOGICAL SURVEY

The United States Geological Survey (USGS), Highland Park Quadrangle (1993) were reviewed to determine historic local drainage patterns. The USGS indicates that surface runoff from the study area drains to the onsite wetlands/waters of the U.S. and generally southeast of the study area towards the Skokie River. Since the Skokie River is tributary to the North Branch of the Chicago River, the wetlands/waters of the U.S. are located within its watershed.

FLOOD INSURANCE RATE MAP

The Flood Insurance Rate Map (FIRM) of Lake County and Incorporated Areas, Illinois, was reviewed to determine the location of regulatory floodplain within the study area. The presence of floodplain can be indicative of wetland hydrology. The FIRM indicates no mapped 100-year regulatory floodplain and areas of floodway within the study area.

APPENDIX A – EXHIBITS



CLIENT:

RED CUP LAND COMPANY, LLC.

TITLE:

LOCATION MAP

CBBEL# 22-0255

DATE: 5/10/2022

EXH 1

CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018 (847)823-0500

DSGN.			SCALE:	1 "= 1,000 '
DWN.	KEK		USER:	kkopija
CHKD.	JMA		PLOT DATE:	5/10/2022
FILE NAME:	220255_LOC			

P:\RED CUP LAND COMPANY, LLC\220255\220255_LOC.mxd

NOTE: TAKEN FROM THE NATIONAL WETLAND INVENTORY(NWI), HIGHLAND PARK QUADRANGLE(1983)

0 200 400
Feet
1 inch = 200 feet
NORTH



CLIENT:
RED CUP LAND COMPANY, LLC.

TITLE:
NATIONAL WETLAND INVENTORY

CBBEL # 22-0255
DATE: 5/10/2022

EXH 2

CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600,
Rosemont, Illinois 60018
(847)823-0500

DSGN.			SCALE:	1 "= 200 '
DWN.	KEK		USER:	kkopija
CHKD.	JMA		PLOT DATE:	5/10/2022
FILE NAME:	220255_NWI			

P:\RED CUP LAND COMPANY, LLC\220255\220255 NWI.mxd

NOTE: TAKEN FROM THE LAKE COUNTY WETLAND INVENTORY(LCWI), MORAINE TOWNSHIP(2002)

0 200 400
Feet
1 inch = 200 feet

NORTH



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CLIENT:

RED CUP LAND COMPANY, LLC.

TITLE:

LAKE COUNTY WETLAND INVENTORY

CBBEL # 22-0255

DATE: 5/10/2022

EXH 3

CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600,
Rosemont, Illinois 60018
(847)823-0500

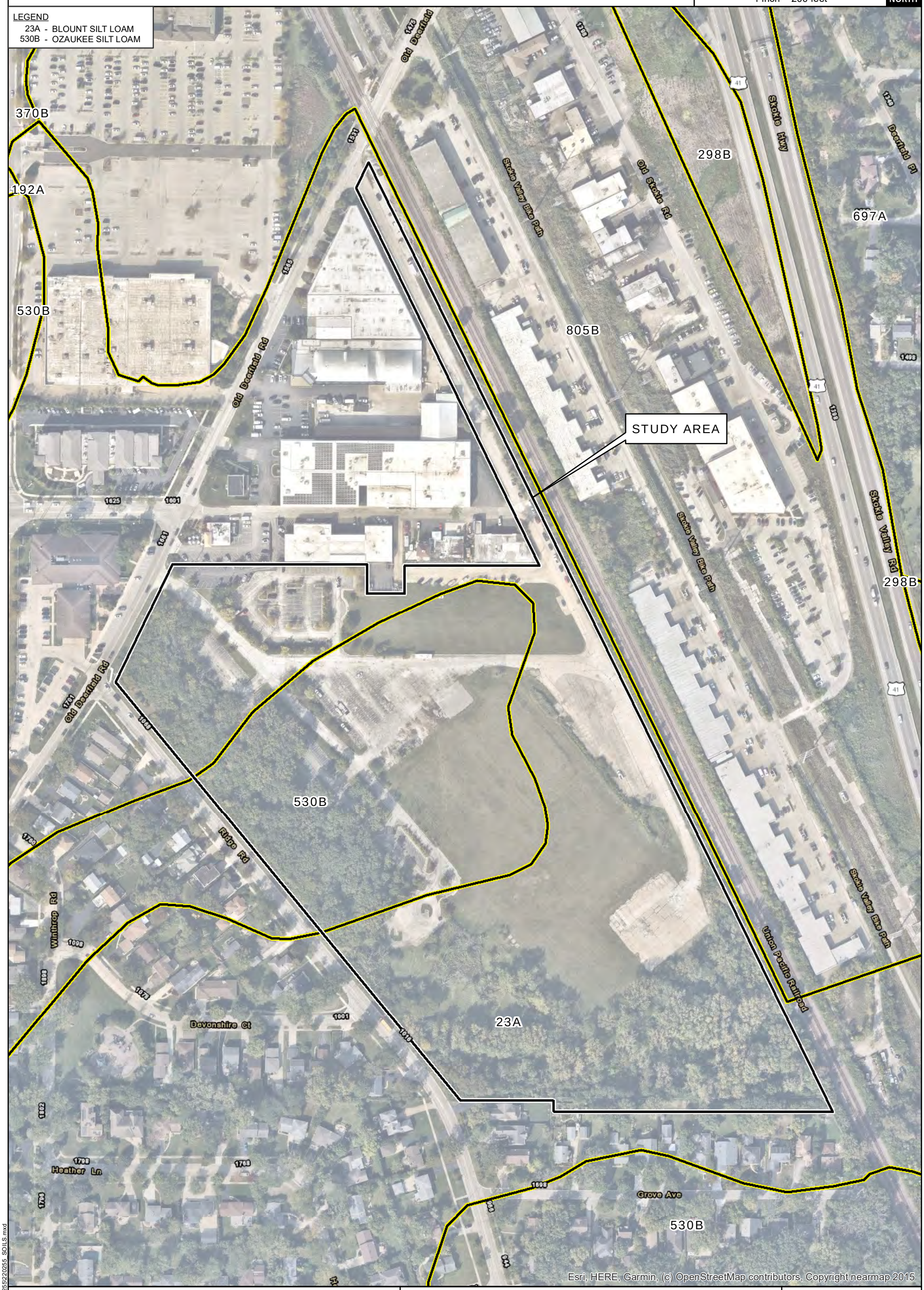
DSGN.			SCALE:	1 "= 200 '
DWN.	KEK		USER:	kkopija
CHKD.	JMA		PLOT DATE:	5/10/2022
FILE NAME:	220255_LCWI			

P:\RED CUP LAND COMPANY, LLC\220255\220255_LCWI.mxd

NOTE: TAKEN FROM THE SOIL SURVEY OF LAKE COUNTY, ILLINOIS(2013)

0 200 400 Feet
1 inch = 200 feet
NORTH

LEGEND
23A - BLOUNT SILT LOAM
530B - OZAUKEE SILT LOAM



CLIENT:
RED CUP LAND COMPANY, LLC.

TITLE:
SOIL SURVEY

CBBEL # 22-0255
DATE: 5/10/2022

EXH 5

CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600,
Rosemont, Illinois 60018
(847)823-0500

DSGN.			SCALE:	1 "= 200 '
DWN.	KEK		USER:	kkopija
CHKD.	JMA		PLOT DATE:	5/10/2022
FILE NAME:	220255_SOILS			

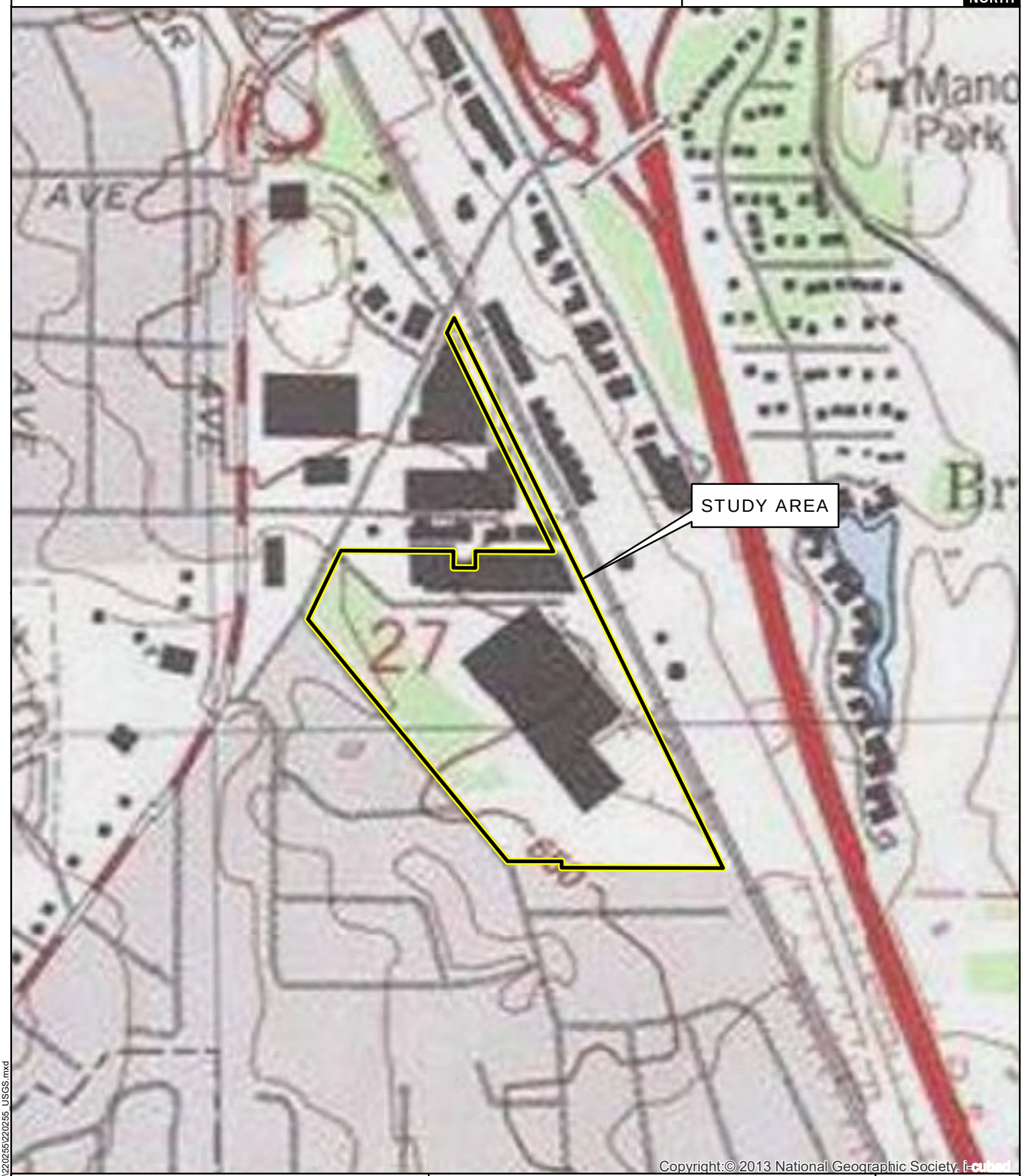
P:\RED CUP LAND COMPANY, LLC\220255\220255_SOILS.mxd

NOTE: TAKEN FROM THE UNITED STATES GEOLOGICAL SURVEY(USGS), HIGHLAND PARK QUADRANGLE(1993)

0 500 1,000 Feet

1 inch = 500 feet

NORTH



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CLIENT:

RED CUP LAND COMPANY, LLC.

TITLE:

UNITED STATES GEOLOGICAL SURVEY

CBBEL# 22-0255

DATE: 5/10/2022

CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018 (847)823-0500

DSGN.			SCALE:	1 "= 500 '
DWN.	KEK		USER:	kkopija
CHKD.	JMA		PLOT DATE:	5/10/2022
FILE NAME:	220255_USGS			

EXH 5

P:\RED CUP LAND COMPANY, LLC\220255\220255_USGS.mxd

NOTE: TAKEN FROM THE FLOOD INSURANCE RATE MAP(FIRM), LAKE COUNTY AND INCORPORATED AREAS, ILLINOIS, MAP NUMBER 17097C0287K, EFFECTIVE DATE: SEPTEMBER 18, 2013

0 200 400 Feet

1 inch = 200 feet

NORTH

NO FLOODPLAIN MAPPED ON-SITE



CLIENT:

RED CUP LAND COMPANY, LLC.

TITLE:

FLOOD INSURANCE RATE MAP

CBBEL # 22-0255

DATE: 5/10/2022

EXH 6

CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600,
Rosemont, Illinois 60018
(847)823-0500

DSGN.			SCALE:	1 "= 200 '
DWN.	KEK		USER:	kkopija
CHKD.	JMA		PLOT DATE:	5/10/2022
FILE NAME:	220255_FIRM			

P:\RED CUP LAND COMPANY, LLC\220255\220255_FIRM.mxd

NOTE: AERIAL PHOTOGRAPH TAKEN FROM NEARMAP, DATED: SEPTEMBER 30, 2021

0 200 400
Feet
1 inch = 200 feet
NORTH

Legend
- DRAINAGE DITCH
- INVESTIGATED AREA
- WETLAND

STUDY AREA
WETLAND 1
1A
1B
WETLAND 2
2A
2B
WETLAND 3
3A
3B
WETLAND 4
4A
4B
WETLAND 5
5A
5B
WETLAND 6
6A
6B
WETLAND 7
7A
7B
WETLAND 8
8A
8B
9A
9B
10A
10B
DRAINAGE DITCH 1
DRAINAGE DITCH 2
INVESTIGATED AREA
Old Deerfield Rd
Skokie Valley Bike Path
Skokie Hwy
Skokie Valley Rd
Old Skokie Rd
Deerfield Pl
Union Pacific Railroad
Ridge Rd
Winthrop Rd
Devonshire Ct
Heather Ln
Grove Ave
Esri, HERE, Garmin, (c) OpenStreetMap contributors, Copyright nearmap 2015

CLIENT:
RED CUP LAND COMPANY, LLC.

TITLE:
APPROXIMATE WETLAND DELINEATION

CBBEL # 22-0255
DATE: 5/10/2022

EXH 7

CHRISTOPHER B. BURKE Engineering, Ltd.
9575 W. Higgins Road, Suite 600,
Rosemont, Illinois 60018
(847)823-0500

DSGN.			SCALE:	1 "= 200 '
DWN.	KEK		USER:	kkopija
CHKD.	JMA		PLOT DATE:	5/10/2022
FILE NAME:	220255_AWD			

P:\RED CUP LAND COMPANY, LLC\220255\220255_AWD.mxd

APPENDIX B – FLORISTIC INVENTORIES

Wetland 1

CONSERVATISM-BASED METRICS		ADDITIONAL METRICS	
MEAN C (NATIVE SPECIES)	**1.14**	SPECIES RICHNESS(ALL)	16
MEAN C (ALL SPECIES)	0.50	SPECIES RICHNESS(NATIVE)	7
MEAN C (NATIVE TREES)	1.50	% NON-NATIVE	0.56
MEAN C (NATIVE SHRUBS)	0.00	WET INDICATOR(ALL)	-0.31
MEAN C (NATIVE HERBACEOUS)	1.00	WET INDICATOR(NATIVE)	-0.57
FQAI (NATIVE SPECIES)	**3.02**	% HYDROPHYTE(MIDWEST)	0.81
FQAI (ALL SPECIES)	2.00	% NATIVE PERENNIAL	0.44
ADJUSTED FQAI	7.56	% NATIVE ANNUAL	0.00
% C VALUE 0	0.69	% ANNUAL	0.00
% C VALUE 1-3	0.31	% PERENNIAL	0.94
% C VALUE 4-6	0.00		
% C VALUE 7-10	0.00		

SPECIES NAME (NWPL/ MOHLENBROCK)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
Agrostis gigantea	Black Bent	0	FACW	-1	Grass	Perennial	Adventive
Agrostis stolonifera	Spreading Bent	2	FACW	-1	Grass	Perennial	Native
Carex blanda	Eastern Woodland Sedge	1	FAC	0	Sedge	Perennial	Native
Cyperus esculentus	Chufa	0	FACW	-1	Sedge	Perennial	Native
Daucus carota	Queen Anne’s Lace	0	UPL	2	Forb	Biennial	Adventive
Geum canadense	White Avens	1	FAC	0	Forb	Perennial	Native
Glechoma hederacea	Groundivy	0	FACU	1	Forb	Perennial	Adventive
Lysimachia nummularia	Creeping-Jenny	0	FACW	-1	Forb	Perennial	Adventive
Phalaris arundinacea	Reed Canary Grass	0	FACW	-1	Grass	Perennial	Adventive
Poa pratensis	Kentucky Blue Grass	0	FAC	0	Grass	Perennial	Adventive
Populus deltoides	Eastern Cottonwood	0	FAC	0	Tree	Perennial	Native
Rhamnus cathartica	European Buckthorn	0	FAC	0	Shrub	Perennial	Adventive
Taraxacum officinale	Common Dandelion	0	FACU	1	Forb	Perennial	Adventive
Typha X glauca	Hybrid Cat-Tail	0	OBL	-2	Forb	Perennial	Adventive
Ulmus americana	American Elm	3	FACW	-1	Tree	Perennial	Native

Vitis riparia	River-Bank Grape	1	FACW	-1	Vine	Perennial	Native	

Wetland 2

CONSERVATISM-BASED METRICS		ADDITIONAL METRICS	
MEAN C(NATIVE SPECIES)	**1.71**	SPECIES RICHNESS (ALL)	8
MEAN C(ALL SPECIES)	1.50	SPECIES RICHNESS(NATIVE)	7
MEAN C(NATIVE TREES)	2.00	% NON-NATIVE	0.13
MEAN C(NATIVE SHRUBS)	0.00	WET INDICATOR(ALL)	-0.38
MEAN C(NATIVE HERBACEOUS)	1.00	WET INDICATOR(NATIVE)	-0.43
FQAI(NATIVE SPECIES)	**4.54**	% HYDROPHYTE(MIDWEST)	1.00
FQAI(ALL SPECIES)	4.24	% NATIVE PERENNIAL	0.88
ADJUSTED FQAI	16.04	% NATIVE ANNUAL	0.00
% C VALUE 0	0.38	% ANNUAL	0.00
% C VALUE 1-3	0.38	% PERENNIAL	1.00
% C VALUE 4-6	0.25		
% C VALUE 7-10	0.00		

SPECIES NAME (NWPL/ MOHLENBROCK)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
Acer negundo	Ash-Leaf Maple	0	FAC	0	Tree	Perennial	Native
Acer saccharinum	Silver Maple	1	FACW	-1	Tree	Perennial	Native
Carex blanda	Eastern Woodland Sedge	1	FAC	0	Sedge	Perennial	Native
Fraxinus pennsylvanica	Green Ash	4	FACW	-1	Tree	Perennial	Native
Geum canadense	White Avens	1	FAC	0	Forb	Perennial	Native
Populus deltoides	Eastern Cottonwood	0	FAC	0	Tree	Perennial	Native
Quercus bicolor	Swamp White Oak	5	FACW	-1	Tree	Perennial	Native
Rhamnus cathartica	European Buckthorn	0	FAC	0	Shrub	Perennial	Adventive

Wetland 3

CONSERVATISM-BASED METRICS		ADDITIONAL METRICS	
MEAN C(NATIVE SPECIES)	**2.38**	SPECIES RICHNESS(ALL)	10
MEAN C(ALL SPECIES)	1.90	SPECIES RICHNESS(NATIVE)	8
MEAN C(NATIVE TREES)	2.50	% NON-NATIVE	0.20
MEAN C(NATIVE SHRUBS)	0.00	WET INDICATOR(ALL)	-0.50
MEAN C(NATIVE HERBACEOUS)	2.67	WET INDICATOR(NATIVE)	-0.50
FQAI(NATIVE SPECIES)	**6.72**	% HYDROPHYTE(MIDWEST)	0.90
FQAI(ALL SPECIES)	6.01	% NATIVE PERENNIAL	0.80
ADJUSTED FQAI	21.24	% NATIVE ANNUAL	0.00
% C VALUE 0	0.30	% ANNUAL	0.00
% C VALUE 1-3	0.40	% PERENNIAL	1.00
% C VALUE 4-6	0.30		
% C VALUE 7-10	0.00		

SPECIES NAME (NWPL/ MOHLENBROCK)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
Acer saccharinum	Silver Maple	1	FACW	-1	Tree	Perennial	Native
Agrostis gigantea	Black Bent	0	FACW	-1	Grass	Perennial	Adventive
Carex vulpinoidea	Common Fox Sedge	2	FACW	-1	Sedge	Perennial	Native
Fraxinus pennsylvanica	Green Ash	4	FACW	-1	Tree	Perennial	Native
Geum canadense	White Avens	1	FAC	0	Forb	Perennial	Native
Populus deltoides	Eastern Cottonwood	0	FAC	0	Tree	Perennial	Native
Quercus bicolor	Swamp White Oak	5	FACW	-1	Tree	Perennial	Native
Rhamnus cathartica	European Buckthorn	0	FAC	0	Shrub	Perennial	Adventive
Trillium recurvatum	Bloody-Butcher	5	FACU	1	Forb	Perennial	Native
Vitis riparia	River-Bank Grape	1	FACW	-1	Vine	Perennial	Native

Wetland 4

CONSERVATISM-BASED METRICS		ADDITIONAL METRICS	
MEAN C(NATIVE SPECIES)	**1.25**	SPECIES RICHNESS(ALL)	6
MEAN C(ALL SPECIES)	0.83	SPECIES RICHNESS(NATIVE)	4
MEAN C(NATIVE TREES)	1.50	% NON-NATIVE	0.33
MEAN C(NATIVE SHRUBS)	0.00	WET INDICATOR(ALL)	-0.50
MEAN C(NATIVE HERBACEOUS)	1.00	WET INDICATOR(NATIVE)	-0.50
FQAI(NATIVE SPECIES)	**2.50**	% HYDROPHYTE(MIDWEST)	1.00
FQAI(ALL SPECIES)	2.04	% NATIVE PERENNIAL	0.67
ADJUSTED FQAI	10.21	% NATIVE ANNUAL	0.00
% C VALUE 0	0.50	% ANNUAL	0.00
% C VALUE 1-3	0.50	% PERENNIAL	1.00
% C VALUE 4-6	0.00		
% C VALUE 7-10	0.00		

SPECIES NAME (NWPL/ MOHLENBROCK)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
Geum canadense	White Avens	1	FAC	0	Forb	Perennial	Native
Lysimachia nummularia	Creeping-Jenny	0	FACW	-1	Forb	Perennial	Adventive
Populus deltoides	Eastern Cottonwood	0	FAC	0	Tree	Perennial	Native
Rhamnus cathartica	European Buckthorn	0	FAC	0	Shrub	Perennial	Adventive
Ulmus americana	American Elm	3	FACW	-1	Tree	Perennial	Native
Vitis riparia	River-Bank Grape	1	FACW	-1	Vine	Perennial	Native

Wetland 5

CONSERVATISM-BASED METRICS		ADDITIONAL METRICS	
MEAN C(NATIVE SPECIES)	**2.20**	SPECIES RICHNESS(ALL)	42
MEAN C(ALL SPECIES)	1.31	SPECIES RICHNESS(NATIVE)	25
MEAN C(NATIVE TREES)	2.17	% NON-NATIVE	0.40
MEAN C(NATIVE SHRUBS)	0.00	WET INDICATOR(ALL)	-0.33
MEAN C(NATIVE HERBACEOUS)	**2.28**	WET INDICATOR(NATIVE)	-0.44
FQAI(NATIVE SPECIES)	11.00	% HYDROPHYTE(MIDWEST)	0.74
FQAI(ALL SPECIES)	8.49	% NATIVE PERENNIAL	0.55
ADJUSTED FQAI	16.97	% NATIVE ANNUAL	0.05
% C VALUE 0	0.52	% ANNUAL	0.05
% C VALUE 1-3	0.29	% PERENNIAL	0.95
% C VALUE 4-6	0.19		
% C VALUE 7-10	0.00		

SPECIES NAME (NWPL/ MOHLENBROCK)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
Acer negundo	Ash-Leaf Maple	0	FAC	0	Tree	Perennial	Native
Acer saccharinum	Silver Maple	1	FACW	-1	Tree	Perennial	Native
Aegopodium podagraria	Bishop's Goutweed	0	FAC	0	Forb	Perennial	Adventive
Agrostis gigantea	Black Bent	0	FACW	-1	Grass	Perennial	Adventive
Agrostis stolonifera	Spreading Bent	2	FACW	-1	Grass	Perennial	Native
Allium schoenoprasum	Wild Chives	0	FAC	0	Forb	Perennial	Adventive
Bromus inermis	Smooth Brome	0	FACU	1	Grass	Perennial	Adventive
Carex blanda	Eastern Woodland Sedge	1	FAC	0	Sedge	Perennial	Native
Carex vulpinoidea	Common Fox Sedge	2	FACW	-1	Sedge	Perennial	Native
Cyperus esculentus	Chufa	0	FACW	-1	Sedge	Perennial	Native
Eleocharis palustris	Common Spike-Rush	1	OBL	-2	Sedge	Perennial	Native
Euthamia graminifolia	Flat-Top Goldentop	4	FACW	-1	Forb	Perennial	Native
Ficaria verna	Lesser Celandine	0	FAC	0	Forb	Perennial	Adventive
Fraxinus pennsylvanica	Green Ash	4	FACW	-1	Tree	Perennial	Native
Galium aparine	Sticky-Willy	0	FACU	1	Forb	Annual	Native

Geum canadense	White Avens	1	FAC	0	Forb	Perennial	Native
Glechoma hederacea	Groundivy	0	FACU	1	Forb	Perennial	Adventive
Impatiens capensis	Spotted Touch-Me-Not	3	FACW	-1	Forb	Annual	Native
Lysimachia nummularia	Creeping-Jenny	0	FACW	-1	Forb	Perennial	Adventive
Lythrum salicaria	Purple Loosestrife	0	OBL	-2	Forb	Perennial	Adventive
Phalaris arundinacea	Reed Canary Grass	0	FACW	-1	Grass	Perennial	Adventive
Phlox divaricata	Wild Blue Phlox	5	FACU	1	Forb	Perennial	Native
Phragmites australis ssp. australis	Common Reed	0	FACW	-1	Grass	Perennial	Adventive
Plantago major	Great Plantain	0	FAC	0	Forb	Perennial	Adventive
Poa pratensis	Kentucky Blue Grass	0	FAC	0	Grass	Perennial	Adventive
Populus deltoides	Eastern Cottonwood	0	FAC	0	Tree	Perennial	Native
Quercus bicolor	Swamp White Oak	5	FACW	-1	Tree	Perennial	Native
Reynoutria japonica	Japanese-Knotweed	0	FACU	1	Shrub	Perennial	Adventive
Rhamnus cathartica	European Buckthorn	0	FAC	0	Shrub	Perennial	Adventive
Schoenoplectus fluviatilis	River Club-Rush	4	OBL	-2	Sedge	Perennial	Native
Scirpus atrovirens	Dark-Green Bulrush	4	OBL	-2	Sedge	Perennial	Native
Solidago altissima	Tall Goldenrod	1	FACU	1	Forb	Perennial	Native
Solidago canadensis	Canadian Goldenrod	1	FACU	1	Forb	Perennial	Native
Spartina pectinata	Freshwater Cord Grass	4	FACW	-1	Grass	Perennial	Native
Symphyotrichum lanceolatum	White Panicled American-Aster	3	FAC	0	Forb	Perennial	Native
Symphyotrichum pilosum	White Oldfield American-Aster	0	FACU	1	Forb	Perennial	Native
Taraxacum officinale	Common Dandelion	0	FACU	1	Forb	Perennial	Adventive
Trifolium hybridum	Alsike Clover	0	FACU	1	Forb	Perennial	Adventive

Trillium recurvatum	Bloody-Butcher	5	FACU	1	Forb	Perennial	Native
Typha angustifolia	Narrow-Leaf Cat-Tail	0	OBL	-2	Forb	Perennial	Adventive
Ulmus americana	American Elm	3	FACW	-1	Tree	Perennial	Native
Vitis riparia	River-Bank Grape	1	FACW	-1	Vine	Perennial	Native

Wetland 6

CONSERVATISM-BASED METRICS		ADDITIONAL METRICS	
MEAN C(NATIVE SPECIES)	**0.75**	SPECIES RICHNESS(ALL)	9
MEAN C(ALL SPECIES)	0.33	SPECIES RICHNESS(NATIVE)	4
MEAN C(NATIVE TREES)	0.00	% NON-NATIVE	0.56
MEAN C(NATIVE SHRUBS)	0.00	WET INDICATOR(ALL)	-0.22
MEAN C(NATIVE HERBACEOUS)	2.00	WET INDICATOR(NATIVE)	-0.50
FQAI(NATIVE SPECIES)	**1.50**	% HYDROPHYTE(MIDWEST)	0.89
FQAI(ALL SPECIES)	1.00	% NATIVE PERENNIAL	0.44
ADJUSTED FQAI	5.00	% NATIVE ANNUAL	0.00
% C VALUE 0	0.78	% ANNUAL	0.00
% C VALUE 1-3	0.22	% PERENNIAL	1.00
% C VALUE 4-6	0.00		
% C VALUE 7-10	0.00		

SPECIES NAME (NWPL/ MOHLENBROCK)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
Acer negundo	Ash-Leaf Maple	0	FAC	0	Tree	Perennial	Native
Agrostis stolonifera	Spreading Bent	2	FACW	-1	Grass	Perennial	Native
Allium schoenoprasum	Wild Chives	0	FAC	0	Forb	Perennial	Adventive
Ficaria verna	Lesser Celandine	0	FAC	0	Forb	Perennial	Adventive
Glechoma hederacea	Groundivy	0	FACU	1	Forb	Perennial	Adventive
Lysimachia nummularia	Creeping-Jenny	0	FACW	-1	Forb	Perennial	Adventive
Populus deltoides	Eastern Cottonwood	0	FAC	0	Tree	Perennial	Native
Rhamnus cathartica	European Buckthorn	0	FAC	0	Shrub	Perennial	Adventive
Vitis riparia	River-Bank Grape	1	FACW	-1	Vine	Perennial	Native

Wetland 7

CONSERVATISM-BASED METRICS		ADDITIONAL METRICS	
MEAN C(NATIVE SPECIES)	**1.64**	SPECIES RICHNESS(ALL)	21
MEAN C(ALL SPECIES)	0.86	SPECIES RICHNESS(NATIVE)	11
MEAN C(NATIVE TREES)	1.60	% NON-NATIVE	0.48
MEAN C(NATIVE SHRUBS)	0.00	WET INDICATOR(ALL)	-0.48
MEAN C(NATIVE HERBACEOUS)	1.80	WET INDICATOR(NATIVE)	-0.55
FQAI(NATIVE SPECIES)	**5.43**	% HYDROPHYTE(MIDWEST)	0.95
FQAI(ALL SPECIES)	3.93	% NATIVE PERENNIAL	0.52
ADJUSTED FQAI	11.84	% NATIVE ANNUAL	0.00
% C VALUE 0	0.57	% ANNUAL	0.00
% C VALUE 1-3	0.38	% PERENNIAL	1.00
% C VALUE 4-6	0.05		
% C VALUE 7-10	0.00		

SPECIES NAME (NWPL/ MOHLENBROCK)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
Acer negundo	Ash-Leaf Maple	0	FAC	0	Tree	Perennial	Native
Acer saccharinum	Silver Maple	1	FACW	-1	Tree	Perennial	Native
Aegopodium podagraria	Bishop's Goutweed	0	FAC	0	Forb	Perennial	Adventive
Agrostis gigantea	Black Bent	0	FACW	-1	Grass	Perennial	Adventive
Agrostis stolonifera	Spreading Bent	2	FACW	-1	Grass	Perennial	Native
Allium schoenoprasum	Wild Chives	0	FAC	0	Forb	Perennial	Adventive
Carex blanda	Eastern Woodland Sedge	1	FAC	0	Sedge	Perennial	Native
Carex vulpinoidea	Common Fox Sedge	2	FACW	-1	Sedge	Perennial	Native
Ficaria verna	Lesser Celandine	0	FAC	0	Forb	Perennial	Adventive
Fraxinus pennsylvanica	Green Ash	4	FACW	-1	Tree	Perennial	Native
Geum canadense	White Avens	1	FAC	0	Forb	Perennial	Native
Glechoma hederacea	Groundivy	0	FACU	1	Forb	Perennial	Adventive
Lysimachia nummularia	Creeping-Jenny	0	FACW	-1	Forb	Perennial	Adventive
Phalaris arundinacea	Reed Canary Grass	0	FACW	-1	Grass	Perennial	Adventive
Poa pratensis	Kentucky Blue Grass	0	FAC	0	Grass	Perennial	Adventive

Populus deltoides	Eastern Cottonwood	0	FAC	0	Tree	Perennial	Native
Rhamnus cathartica	European Buckthorn	0	FAC	0	Shrub	Perennial	Adventive
Typha angustifolia	Narrow-Leaf Cat-Tail	0	OBL	-2	Forb	Perennial	Adventive
Ulmus americana	American Elm	3	FACW	-1	Tree	Perennial	Native
Viola sororia	Hooded Blue Violet	3	FAC	0	Forb	Perennial	Native
Vitis riparia	River-Bank Grape	1	FACW	-1	Vine	Perennial	Native

Wetland 8

CONSERVATISM-BASED METRICS		ADDITIONAL METRICS	
MEAN C(NATIVE SPECIES)	**1.38**	SPECIES RICHNESS(ALL)	15
MEAN C(ALL SPECIES)	0.73	SPECIES RICHNESS(NATIVE)	8
MEAN C(NATIVE TREES)	1.60	% NON-NATIVE	0.47
MEAN C(NATIVE SHRUBS)	0.00	WET INDICATOR(ALL)	-0.33
MEAN C(NATIVE HERBACEOUS)	1.00	WET INDICATOR(NATIVE)	-0.50
FQAI(NATIVE SPECIES)	**3.89**	% HYDROPHYTE(MIDWEST)	0.93
FQAI(ALL SPECIES)	2.84	% NATIVE PERENNIAL	0.53
ADJUSTED FQAI	10.04	% NATIVE ANNUAL	0.00
% C VALUE 0	0.60	% ANNUAL	0.00
% C VALUE 1-3	0.33	% PERENNIAL	1.00
% C VALUE 4-6	0.07		
% C VALUE 7-10	0.00		

SPECIES NAME (NWPL/ MOHLENBROCK)	COMMON NAME	C VALUE	MIDWEST WET INDICATOR	WET INDICATOR (NUMERIC)	HABIT	DURATION	NATIVITY
Acer negundo	Ash-Leaf Maple	0	FAC	0	Tree	Perennial	Native
Acer saccharinum	Silver Maple	1	FACW	-1	Tree	Perennial	Native
Aegopodium podagraria	Bishop's Goutweed	0	FAC	0	Forb	Perennial	Adventive
Allium schoenoprasum	Wild Chives	0	FAC	0	Forb	Perennial	Adventive
Carex blanda	Eastern Woodland Sedge	1	FAC	0	Sedge	Perennial	Native
Ficaria verna	Lesser Celandine	0	FAC	0	Forb	Perennial	Adventive
Fraxinus pennsylvanica	Green Ash	4	FACW	-1	Tree	Perennial	Native
Geum canadense	White Avens	1	FAC	0	Forb	Perennial	Native
Glechoma hederacea	Groundivy	0	FACU	1	Forb	Perennial	Adventive
Lysimachia nummularia	Creeping-Jenny	0	FACW	-1	Forb	Perennial	Adventive
Phalaris arundinacea	Reed Canary Grass	0	FACW	-1	Grass	Perennial	Adventive
Populus deltoides	Eastern Cottonwood	0	FAC	0	Tree	Perennial	Native
Rhamnus cathartica	European Buckthorn	0	FAC	0	Shrub	Perennial	Adventive
Ulmus americana	American Elm	3	FACW	-1	Tree	Perennial	Native
Vitis riparia	River-Bank Grape	1	FACW	-1	Vine	Perennial	Native

APPENDIX C – SITE PHOTOGRAPHS



Photo 1: Drainage Ditch 1, facing northwest



Photo 2: Drainage Ditch 2, facing north



Photo 3: Wetland 1, facing north



Photo 4: Wetland 2, facing southwest



Photo 5: Wetland 3, facing southwest



Photo 6: Wetland 4, facing northwest

Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
847-823-0500

CLIENT: Red Cup Land Company, LLC.	PROJECT NO: 220255	05/05/2022
REPRESENTATIVE PHOTOGRAPHS		EXHIBIT: RP



Photo 7: Wetland 5, near data point 5A, facing northeast



Photo 8: Wetland 5, facing north



Photo 9: Wetland 5, near data point 9A, facing east



Photo 10: Wetland 6, facing east



Photo 11: Wetland 7, near data point 7A, facing south



Photo 12: Wetland 8, facing south

Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
847-823-0500

CLIENT: Red Cup Land Company, LLC.	**PROJECT NO: 220255**	**05/05/2022**
REPRESENTATIVE PHOTOGRAPHS		**EXHIBIT: RP**

APPENDIX D – DATA FORMS

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 1A

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Depressional area Local relief (concave, convex, none): Concave

Slope (%): 0% Lat: 42°10'25.04"N Long: 87°49'17.10"W Datum:

Soil Map Unit Name: Blount silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** X **No**
Hydric Soil Present?	Yes X	No	
Wetland Hydrology Present?	Yes X	No	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1. *Rhamnus cathartica*	55	Yes	FAC
2.			
3.			
4.			
5.			
	55 =Total Cover		
Herb Stratum (Plot size:)			
1. *Phalaris arundinacea*	35	Yes	FACW
2. *Typha X glauca*	20	Yes	OBL
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	55 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	20	x 1 =	20
FACW species	35	x 2 =	70
FAC species	55	x 3 =	165
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	110 (A)		255 (B)
Prevalence Index = B/A =			2.32

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- X 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)
Many sparsely vegetated surfaces due to repeated inundation; periphery of wetland is rhamnus cathartica, center is emergents

SOIL

Sampling Point: 1A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-21	10YR 2/1						Loamy/Clayey	Saturated and blocky silty clay loam

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- X Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- X Water Marks (B1)
- X Sediment Deposits (B2)
- X Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- X Sparsely Vegetated Concave Surface (B8)
- X Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ___	Depth (inches): 1
Water Table Present?	Yes ___	No ___	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes X	No ___	Depth (inches): ___

Wetland Hydrology Present? **Yes** X **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Shallow ponding with some sparsely vegetated areas; 1-3" ponding

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 1B

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Upland buffer Local relief (concave, convex, none): Convex

Slope (%): 0% Lat: 42°10'24.64"N Long: 87°49'17.62"W Datum:

Soil Map Unit Name: Blount silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** **No** X
Hydric Soil Present?	Yes	No X	
Wetland Hydrology Present?	Yes	No X	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1. *Rhamnus cathartica*	70	Yes	FAC
2.			
3.			
4.			
5.			
	70 =Total Cover		
Herb Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	=Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	70	x 3 =	210
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	70 (A)		210 (B)

Prevalence Index = B/A = 3.00

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)
Primarily scrub-shrub with bare earth

SOIL

Sampling Point: 1B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-7	10YR 4/2						Loamy/Clayey	Friable silt loam
7-12	10YR 5/3						Loamy/Clayey	Dry, blocky, silty clay
12-21	10YR 4/4						Loamy/Clayey	Firm, blocky clay

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ___	No X	Depth (inches): ___
Water Table Present?	Yes ___	No X	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes ___	No X	Depth (inches): ___

Wetland Hydrology Present? **Yes** ___ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Little to no herbaceous ground cover, rather dense stands of rhamnus cathartica, no saturation present.

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 2A

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Depressional area Local relief (concave, convex, none): Concave

Slope (%): 0% Lat: 42°10'22.33"N Long: 87°49'15.34"W Datum:

Soil Map Unit Name: Ozaukee silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** X **No**
Hydric Soil Present?	Yes X	No	
Wetland Hydrology Present?	Yes X	No	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Populus deltoides*	30	Yes	FAC
2.			
3.			
4.			
5.			
	30	=Total Cover	
Sapling/Shrub Stratum (Plot size:)			
1. *Rhamnus cathartica*	50	Yes	FAC
2.			
3.			
4.			
5.			
	50	=Total Cover	
Herb Stratum (Plot size:)			
1. *Geum canadense*	30	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	30	=Total Cover	
Woody Vine Stratum (Plot size:)			
1.			
2.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	110	x 3 =	330
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	110 (A)		330 (B)

Prevalence Index = B/A = 3.00

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- X 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 2A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-21	10YR 2/1	100					Loamy/Clayey	Saturated, silty clay loam

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- X Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- X Water Marks (B1)
- X Sediment Deposits (B2)
- X Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- X Sparsely Vegetated Concave Surface (B8)
- X Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	X	No	___	Depth (inches): 1
Water Table Present?	Yes	___	No	___	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes	X	No	___	Depth (inches): ___

Wetland Hydrology Present? **Yes** X **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Shallow ponding throughout and 0-3" water

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 2B

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Upland buffer Local relief (concave, convex, none):

Slope (%): 2% Lat: 42°10'22.61"N Long: 87°49'14.83"W Datum:

Soil Map Unit Name: Ozaukee silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** **No** X
Hydric Soil Present?	Yes	No X	
Wetland Hydrology Present?	Yes	No X	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1. *Rhamnus cathartica*	80	Yes	FAC
2.			
3.			
4.			
5.			
	80 =Total Cover		
Herb Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	=Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	80	x 3 =	240
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	80 (A)		240 (B)

Prevalence Index = B/A = 3.00

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)
Dense buckthorn stands

SOIL

Sampling Point: 2B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 4/3	100					Loamy/Clayey	Dry silt loam
6-11	10YR 5/3	100					Loamy/Clayey	Friable silt loam
11-22	10YR 4/4	100					Loamy/Clayey	Blocky, silty clay

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ___ No X Depth (inches): ___

Water Table Present? Yes ___ No X Depth (inches): ___

Saturation Present? Yes ___ No X Depth (inches): ___

(includes capillary fringe)

Wetland Hydrology Present? **Yes** ___ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Dense stands of buckthorn with little herbaceous cover

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 3A

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Depressional area Local relief (concave, convex, none): Concave

Slope (%): 2% Lat: 42°10'21.11"N Long: 87°49'13.49"W Datum:

Soil Map Unit Name: Ozaukee silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** X **No**
Hydric Soil Present?	Yes X	No	
Wetland Hydrology Present?	Yes X	No	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Populus deltoides*	15	Yes	FAC
2. *Quercus bicolor*	15	Yes	FACW
3.			
4.			
5.			
	30	=Total Cover	
Sapling/Shrub Stratum (Plot size:)			
1. *Rhamnus cathartica*	60	Yes	FAC
2.			
3.			
4.			
5.			
	60	=Total Cover	
Herb Stratum (Plot size:)			
1. *Geum canadense*	40	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	40	=Total Cover	
Woody Vine Stratum (Plot size:)			
1.			
2.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	15	x 2 =	30
FAC species	115	x 3 =	345
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	130 (A)		375 (B)

Prevalence Index = B/A = 2.88

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- X 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 3A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-20	10YR 2/1	80	10YR 4/1	20	D	M	Loamy/Clayey	Silty clay loam

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- X Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- X Water Marks (B1)
- X Sediment Deposits (B2)
- X Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- X Sparsely Vegetated Concave Surface (B8)
- X Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ___	Depth (inches): 2
Water Table Present?	Yes ___	No ___	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes X	No ___	Depth (inches): ___

Wetland Hydrology Present? **Yes** X **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

1-4" shallow ponding

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 3B

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Upland buffer Local relief (concave, convex, none): Convex

Slope (%): 4% Lat: 42°10'21.82"N Long: 87°49'14.05"W Datum:

Soil Map Unit Name: Ozaukee silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** **No** X
Hydric Soil Present?	Yes	No X	
Wetland Hydrology Present?	Yes	No X	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1. *Rhamnus cathartica*	75	Yes	FAC
2.			
3.			
4.			
5.			
	75 =Total Cover		
Herb Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	=Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	75	x 3 =	225
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	75 (A)		225 (B)

Prevalence Index = B/A = 3.00

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 3B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-4	10YR 4/2	100					Loamy/Clayey	Silt loam
4-10	10YR 5/3	100					Loamy/Clayey	Dry silt loam
10-18	10YR 4/4	100					Loamy/Clayey	Silty clay

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ___	No X	Depth (inches): ___
Water Table Present?	Yes ___	No X	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes ___	No X	Depth (inches): ___

Wetland Hydrology Present? **Yes** ___ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 4A

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Depressional area Local relief (concave, convex, none): Concave

Slope (%): 0% Lat: 42°10'19.33"N Long: 87°49'10.74"W Datum:

Soil Map Unit Name: Ozaukee silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** X **No**
Hydric Soil Present?	Yes X	No	
Wetland Hydrology Present?	Yes X	No	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1. *Rhamnus cathartica*	40	Yes	FAC
2.			
3.			
4.			
5.			
	40 =Total Cover		
Herb Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	=Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	40	x 3 =	120
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	40 (A)		120 (B)
Prevalence Index = B/A =			3.00

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- X 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)
Sparsely vegetated

SOIL

Sampling Point: 4A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-20	10YR 2/1	100					Loamy/Clayey	Saturated silty clay loam

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- X Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- X Water Marks (B1)
- X Sediment Deposits (B2)
- X Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- X Sparsely Vegetated Concave Surface (B8)
- X Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes	X	No ___	Depth (inches):	1
Water Table Present?	Yes	___	No ___	Depth (inches):	___
Saturation Present? (includes capillary fringe)	Yes	X	No ___	Depth (inches):	___

Wetland Hydrology Present? **Yes** X **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 4B

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Upland buffer Local relief (concave, convex, none): Convex

Slope (%): 5% Lat: 42°10'19.44"N Long: 87°49'10.38"W Datum:

Soil Map Unit Name: Ozaukee silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** **No** X
Hydric Soil Present?	Yes	No X	
Wetland Hydrology Present?	Yes	No X	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1. *Rhamnus cathartica*	45	Yes	FAC
2.			
3.			
4.			
5.			
	45 =Total Cover		
Herb Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	=Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	45	x 3 =	135
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	45 (A)		135 (B)
Prevalence Index = B/A =			3.00

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 4B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-5	10YR 6/3	100					Loamy/Clayey	Friable, fine silt loam
5-12	10YR 5/3	100					Loamy/Clayey	Silt loam
12-18	10YR 4/4	100					Loamy/Clayey	Silty clay

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ___	No X	Depth (inches): ___
Water Table Present?	Yes ___	No X	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes ___	No X	Depth (inches): ___

Wetland Hydrology Present? **Yes** ___ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 5A

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Depressional area Local relief (concave, convex, none):

Slope (%): 0% Lat: 42°10'17.48"N Long: 87°49'10.54"W Datum:

Soil Map Unit Name: Blount silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** X **No**
Hydric Soil Present?	Yes X	No	
Wetland Hydrology Present?	Yes X	No	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Herb Stratum (Plot size:)			
1. *Agrostis stolonifera*	70	Yes	FACW
2. *Agrostis alba*	25	Yes	FACW
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	95 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	95	x 2 =	190
FAC species	0	x 3 =	0
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	95 (A)		190 (B)

Prevalence Index = B/A = 2.00

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- X 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 5A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-18	10YR 2/1	95	5YR 3/2	5	C	M	Loamy/Clayey	Faint redox features

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- X Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- ___ Water Marks (B1)
- X Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ___	Depth (inches): 2
Water Table Present?	Yes ___	No ___	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes X	No ___	Depth (inches): ___

Wetland Hydrology Present? **Yes** X **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 5B

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Upland buffer Local relief (concave, convex, none):

Slope (%): 4% Lat: 42°10'17.28"N Long: 87°49'10.77"W Datum:

Soil Map Unit Name: Blount silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?** **Yes** **No X**
Hydric Soil Present?	Yes	No X	
Wetland Hydrology Present?	Yes	No X	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Herb Stratum (Plot size:)			
1. *Poa pratensis*	60	Yes	FAC
2. *Taraxacum officinale*	20	Yes	FACU
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	80 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 50.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	60	x 3 =	180
FACU species	20	x 4 =	80
UPL species	0	x 5 =	0
Column Totals:	80 (A)		260 (B)

Prevalence Index = B/A = 3.25

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- 2 - Dominance Test is >50%
- 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** **No X**

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 5B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-8	10YR 5/2	100					Loamy/Clayey	Dry silt loam with some rock
8-17	10YR 4/4	100					Loamy/Clayey	Blocky, silty clay with rocks

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ___ No X Depth (inches): ___

Water Table Present? Yes ___ No X Depth (inches): ___

Saturation Present? (includes capillary fringe) Yes ___ No X Depth (inches): ___

Wetland Hydrology Present? **Yes** ___ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Little to no herbaceous ground cover, rather dense stands of rhamnus cathartica, no saturation present.

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 6A

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Depressional area Local relief (concave, convex, none):

Slope (%): 0% Lat: 42°10'15.29"N Long: 87°49'5.71"W Datum:

Soil Map Unit Name: Blount silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** X **No**
Hydric Soil Present?	Yes X	No	
Wetland Hydrology Present?	Yes X	No	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Populus deltoides*	20	Yes	FAC
2.			
3.			
4.			
5.			
	20	=Total Cover	
Sapling/Shrub Stratum (Plot size:)			
1. *Rhamnus cathartica*	55	Yes	FAC
2.			
3.			
4.			
5.			
	55	=Total Cover	
Herb Stratum (Plot size:)			
1. *Ficaria verna*	60	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	60	=Total Cover	
Woody Vine Stratum (Plot size:)			
1.			
2.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	135	x 3 =	405
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	135 (A)		405 (B)

Prevalence Index = B/A = 3.00

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- X 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 6A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-17	10YR 2/1	100					Loamy/Clayey	Saturated, blocky, silty clay loam

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- X Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- X Water Marks (B1)
- X Sediment Deposits (B2)
- X Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- X Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ___	Depth (inches): 1
Water Table Present?	Yes ___	No ___	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes X	No ___	Depth (inches): ___

Wetland Hydrology Present? **Yes** X **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Buttressed roots

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 6B

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Upland buffer Local relief (concave, convex, none):

Slope (%): 2% Lat: 42°10'15.24"N Long: 87°49'6.11"W Datum:

Soil Map Unit Name: Blount silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** **No** X
Hydric Soil Present?	Yes	No X	
Wetland Hydrology Present?	Yes	No X	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1. *Rhamnus cathartica*	65	Yes	FAC
2.			
3.			
4.			
5.			
	65 =Total Cover		
Herb Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	=Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	65	x 3 =	195
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	65 (A)		195 (B)

Prevalence Index = B/A = 3.00

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)
Rhamnus cathartica and dry, bare earth

SOIL

Sampling Point: 6B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-5	10YR 4/2	100					Loamy/Clayey	Silt loam
5-13	10YR 5/2	100					Loamy/Clayey	Blocky, dry, silty clay
13-18	10YR 5/3	100					Loamy/Clayey	Blocky, silty clay loam

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ___ No X Depth (inches): ___

Water Table Present? Yes ___ No X Depth (inches): ___

Saturation Present? Yes ___ No X Depth (inches): ___

(includes capillary fringe)

Wetland Hydrology Present? **Yes** ___ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Dense stands of rhamnus cathartica and many dry, bare earth spots

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 7A

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Depressional area Local relief (concave, convex, none): Concave

Slope (%): 0% Lat: 42°10'15.42"N Long: 87°49'2.51"W Datum:

Soil Map Unit Name: Blount silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** X **No**
Hydric Soil Present?	Yes X	No	
Wetland Hydrology Present?	Yes X	No	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Populus deltoides*	25	Yes	FAC
2. *Acer saccharinum*	20	Yes	FACW
3.			
4.			
5.			
	45	=Total Cover	
Sapling/Shrub Stratum (Plot size:)			
1. *Rhamnus cathartica*	40	Yes	FAC
2.			
3.			
4.			
5.			
	40	=Total Cover	
Herb Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
		=Total Cover	
Woody Vine Stratum (Plot size:)			
1. *Vitis riparia*	15	Yes	FACW
2.			
	15	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 4 (A)

Total Number of Dominant Species Across All Strata: 4 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	35	x 2 =	70
FAC species	65	x 3 =	195
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	100 (A)		265 (B)

Prevalence Index = B/A = 2.65

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- X 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 7A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-18	10YR 2/1	90	5yr 3/2	10	C	M	Loamy/Clayey	Redox features scattered

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- X Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- X Water Marks (B1)
- X Sediment Deposits (B2)
- X Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- X Sparsely Vegetated Concave Surface (B8)
- X Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- X Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ___	Depth (inches): 3
Water Table Present?	Yes ___	No ___	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes X	No ___	Depth (inches): ___

Wetland Hydrology Present? **Yes** X **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Buttressed roots

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 7B

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Upland buffer Local relief (concave, convex, none): Convex

Slope (%): 3% Lat: 42°10'15.18"N Long: 87°49'2.37"W Datum:

Soil Map Unit Name: Blount silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** **No** X
Hydric Soil Present?	Yes	No X	
Wetland Hydrology Present?	Yes	No X	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1. *Rhamnus cathartica*	25	Yes	FAC
2.			
3.			
4.			
5.			
	25 =Total Cover		
Herb Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	=Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	25	x 3 =	75
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	25 (A)		75 (B)
Prevalence Index = B/A =			3.00

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)
Rhamnus cathartic and bare earth

SOIL

Sampling Point: 7B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-6	10YR 4/2	100					Loamy/Clayey	Dry silt loam with mixed gravel
6-10	10YR 5/2	100					Loamy/Clayey	Silty clay
10-18	10YR 4/4	100					Loamy/Clayey	Firm clay

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ___	No X	Depth (inches): ___
Water Table Present?	Yes ___	No X	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes ___	No X	Depth (inches): ___

Wetland Hydrology Present? **Yes** ___ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Primarily bare earth with sparse vegetation and dead ash trees, soil is dry on convex surface

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 8A

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Depressional area Local relief (concave, convex, none): Concave

Slope (%): 2% Lat: 42°10'16.24"N Long: 87°49'0.89"W Datum:

Soil Map Unit Name: Blount silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** X **No**
Hydric Soil Present?	Yes X	No	
Wetland Hydrology Present?	Yes X	No	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Populus deltoides*	25	Yes	FAC
2.			
3.			
4.			
5.			
	25	=Total Cover	
Sapling/Shrub Stratum (Plot size:)			
1. *Rhamnus cathartica*	60	Yes	FAC
2.			
3.			
4.			
5.			
	60	=Total Cover	
Herb Stratum (Plot size:)			
1. *Ficaria verna*	70	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	70	=Total Cover	
Woody Vine Stratum (Plot size:)			
1.			
2.			
		=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	155	x 3 =	465
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	155 (A)		465 (B)

Prevalence Index = B/A = 3.00

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- X 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 8A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-21	10YR 2/1	100					Loamy/Clayey	Subangular blocky, firm silty clay loam

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- X Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- X Water Marks (B1)
- X Sediment Deposits (B2)
- X Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- X Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ___	Depth (inches): 2
Water Table Present?	Yes ___	No ___	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes X	No ___	Depth (inches): ___

Wetland Hydrology Present? **Yes** X **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Buttressed roots and shallow ponding

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 8B

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Upland buffer Local relief (concave, convex, none): Convex

Slope (%): 8% Lat: 42°10'16.13"N Long: 87°49'1.50"W Datum:

Soil Map Unit Name: Blount silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** **No** X
Hydric Soil Present?	Yes	No X	
Wetland Hydrology Present?	Yes	No X	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1. *Rhamnus cathartica*	45	Yes	FAC
2.			
3.			
4.			
5.			
	45 =Total Cover		
Herb Stratum (Plot size:)			
1. *Aegopodium podagraria*	90	Yes	FAC
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	90 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	135	x 3 =	405
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	135 (A)		405 (B)

Prevalence Index = B/A = 3.00

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 8B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-7	10YR 6/2	100					Loamy/Clayey	Dry, friable silt loam with many rocks
7-14	10YR 5/2	100					Loamy/Clayey	Silty clay with friable structure and rocks
14-22	10YR 4/4	100					Loamy/Clayey	Subangular blocky clay

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ___	No X	Depth (inches): ___
Water Table Present?	Yes ___	No X	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes ___	No X	Depth (inches): ___

Wetland Hydrology Present? **Yes** ___ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Very rocky soil

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 9A

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): embankment of inundated channel Local relief (concave, convex, none): Concave

Slope (%): 0% Lat: 42°10'15.76"N Long: 87°49'7.27"W Datum:

Soil Map Unit Name: Blount silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** X **No**
Hydric Soil Present?	Yes X	No	
Wetland Hydrology Present?	Yes X	No	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1. *Acer saccharinum*	20	Yes	FACW
2. *Populus deltoides*	20	Yes	FAC
3.			
4.			
5.			
	40	=Total Cover	
Sapling/Shrub Stratum (Plot size:)			
1. *Rhamnus cathartica*	35	Yes	FAC
2.			
3.			
4.			
5.			
	35	=Total Cover	
Herb Stratum (Plot size:)			
1. *Ficaria verna*	40	Yes	FAC
2. *Allium schoenoprasum*	35	Yes	FAC
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	75	=Total Cover	
Woody Vine Stratum (Plot size:)			
1. *Vitis riparia*	20	Yes	FACW
2.			
	20	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 6 (A)

Total Number of Dominant Species Across All Strata: 6 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	40	x 2 =	80
FAC species	130	x 3 =	390
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	170 (A)		470 (B)

Prevalence Index = B/A = 2.76

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- X 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 9A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-10	10YR 2/1	80	10yr 4/1	20			Loamy/Clayey	Subangular blocky mix of silty clay loam
10-19	10YR 3/1	100					Loamy/Clayey	Firm, blocky, silty clay

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- X Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- X Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- X Water Marks (B1)
- X Sediment Deposits (B2)
- X Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- X Sparsely Vegetated Concave Surface (B8)
- X Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- X Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes X	No ___	Depth (inches): 2
Water Table Present?	Yes ___	No ___	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes X	No ___	Depth (inches): ___

Wetland Hydrology Present? **Yes** X **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Buttressed roots, water marks, and shallow flowing water

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 9B

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Upland buffer Local relief (concave, convex, none): Convex

Slope (%): 10% Lat: 42°10'15.95"N Long: 87°49'7.40"W Datum:

Soil Map Unit Name: Blount silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** **No** X
Hydric Soil Present?	Yes	No X	
Wetland Hydrology Present?	Yes	No X	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1. *Rhamnus cathartica*	30	Yes	FAC
2.			
3.			
4.			
5.			
	30 =Total Cover		
Herb Stratum (Plot size:)			
1. *Poa pratensis*	70	Yes	FAC
2. *Taraxacum officinale*	30	Yes	FACU
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 66.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	100	x 3 =	300
FACU species	30	x 4 =	120
UPL species	0	x 5 =	0
Column Totals:	130 (A)		420 (B)
Prevalence Index = B/A =			3.23

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 9B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-5	10YR 4/2	100					Loamy/Clayey	Granular structure, silt loam
5-13	10YR 5/3	100					Loamy/Clayey	Dry silt loam, weak structure
13-19	10YR 4/4	100					Loamy/Clayey	Blocky, firm, silty clay

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ___	No X	Depth (inches): ___
Water Table Present?	Yes ___	No X	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes ___	No X	Depth (inches): ___

Wetland Hydrology Present? **Yes** ___ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 10A

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Depressional area Local relief (concave, convex, none): Concave

Slope (%): 0% Lat: 42°10'18.31"N Long: 87°49'8.77"W Datum:

Soil Map Unit Name: Blount silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** X **No**
Hydric Soil Present?	Yes X	No	
Wetland Hydrology Present?	Yes X	No	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Herb Stratum (Plot size:)			
1. *Phragmites australis*	100	Yes	FACW
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	100	x 2 =	200
FAC species	0	x 3 =	0
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	100 (A)		200 (B)

Prevalence Index = B/A = 2.00

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- X 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 10A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-13	10YR 2/1	100					Loamy/Clayey	Saturated silty clay loam
13-20	10YR 2/1	85	2.5Y 5/1	15	D	M	Loamy/Clayey	Redox features, silty clay loam

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- X Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

- ___ Coast Prairie Redox (A16)
- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21)
- ___ Very Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** X **No** ___

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- X Saturation (A3)
- X Water Marks (B1)
- X Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- X Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ___	No X	Depth (inches): ___
Water Table Present?	Yes ___	No X	Depth (inches): ___
Saturation Present? (includes capillary fringe)	Yes X	No ___	Depth (inches): ___

Wetland Hydrology Present? **Yes** X **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Solo Cup Factory/1700 Old Deerfield Road City/County: Highland Park/Lake Sampling Date: 05/05/2022

Applicant/Owner: Red Cup Land Company, LLC. State: IL Sampling Point: 10B

Investigator(s): Jedd Anderson and Adam Janicki Section, Township, Range: S27, T43N, R12E

Landform (hillside, terrace, etc.): Upland buffer Local relief (concave, convex, none):

Slope (%): 2% Lat: 42°10'18.52"N Long: 87°49'8.67"W Datum:

Soil Map Unit Name: Blount silt loam NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes X	No	**Is the Sampled Area within a Wetland?** **Yes** **No** X
Hydric Soil Present?	Yes	No X	
Wetland Hydrology Present?	Yes	No X	

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size:)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Sapling/Shrub Stratum (Plot size:)			
1.			
2.			
3.			
4.			
5.			
	=Total Cover		
Herb Stratum (Plot size:)			
1. *Poa pratensis*	85	Yes	FAC
2. *Taraxacum officinale*	15	No	FACU
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100 =Total Cover		
Woody Vine Stratum (Plot size:)			
1.			
2.			
	=Total Cover		

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across All Strata: 1 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	85	x 3 =	255
FACU species	15	x 4 =	60
UPL species	0	x 5 =	0
Column Totals:	100 (A)		315 (B)

Prevalence Index = B/A = 3.15

Hydrophytic Vegetation Indicators:

- 1 - Rapid Test for Hydrophytic Vegetation
- X 2 - Dominance Test is >50%
- 3 - Prevalence Index is ≤3.0[1]
- 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
- Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** X **No**

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 10B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-14	10YR 5/2	100					Loamy/Clayey	Dry silt loam
14-20	10YR 4/3	100					Loamy/Clayey	Friable, blocky silty clay

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

___ Histosol (A1)
___ Histic Epipedon (A2)
___ Black Histic (A3)
___ Hydrogen Sulfide (A4)
___ Stratified Layers (A5)
___ 2 cm Muck (A10)
___ Depleted Below Dark Surface (A11)
___ Thick Dark Surface (A12)
___ Sandy Mucky Mineral (S1)
___ 5 cm Mucky Peat or Peat (S3)
___ Sandy Gleyed Matrix (S4)
___ Sandy Redox (S5)
___ Stripped Matrix (S6)
___ Dark Surface (S7)
___ Loamy Mucky Mineral (F1)
___ Loamy Gleyed Matrix (F2)
___ Depleted Matrix (F3)
___ Redox Dark Surface (F6)
___ Depleted Dark Surface (F7)
___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils[3]:

___ Coast Prairie Redox (A16)
___ Iron-Manganese Masses (F12)
___ Red Parent Material (F21)
___ Very Shallow Dark Surface (F22)
___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ___ **No** X

Remarks:

This data form is revised from Midwest Regional Supplement Version 2.0 to include the NRCS Field Indicators of Hydric Soils, Version 7.0, 2015 Errata. (http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_051293.docx)

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

___ Surface Water (A1)
___ High Water Table (A2)
___ Saturation (A3)
___ Water Marks (B1)
___ Sediment Deposits (B2)
___ Drift Deposits (B3)
___ Algal Mat or Crust (B4)
___ Iron Deposits (B5)
___ Inundation Visible on Aerial Imagery (B7)
___ Sparsely Vegetated Concave Surface (B8)
___ Water-Stained Leaves (B9)
___ Aquatic Fauna (B13)
___ True Aquatic Plants (B14)
___ Hydrogen Sulfide Odor (C1)
___ Oxidized Rhizospheres on Living Roots (C3)
___ Presence of Reduced Iron (C4)
___ Recent Iron Reduction in Tilled Soils (C6)
___ Thin Muck Surface (C7)
___ Gauge or Well Data (D9)
___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

___ Surface Soil Cracks (B6)
___ Drainage Patterns (B10)
___ Dry-Season Water Table (C2)
___ Crayfish Burrows (C8)
___ Saturation Visible on Aerial Imagery (C9)
___ Stunted or Stressed Plants (D1)
___ Geomorphic Position (D2)
___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ___ No X Depth (inches): ___

Water Table Present? Yes ___ No X Depth (inches): ___

Saturation Present? Yes ___ No X Depth (inches): ___

(includes capillary fringe)

Wetland Hydrology Present? **Yes** ___ **No** X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Chicago Ecological Service Field Office
1511 47th Ave
Moline, IL 61265-7022
Phone: (309) 757-5800

In Reply Refer To: 02/06/2025 16:36:37 UTC
Project Code: 2025-0052823
Project Name: Habitat - Highland Park Townhomes

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed, and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

Additionally, please note that on March 23, 2022, the Service published a proposal to reclassify the northern long-eared bat (NLEB) as endangered under the Endangered Species Act. The U.S. District Court for the District of Columbia has ordered the Service to complete a new final listing

determination for the NLEB by November 2022 (Case 1:15-cv-00477, March 1, 2021). The bat, currently listed as threatened, faces extinction due to the range-wide impacts of white-nose syndrome (WNS), a deadly fungal disease affecting cave-dwelling bats across the continent. The proposed reclassification, if finalized, would remove the current 4(d) rule for the NLEB, as these rules may be applied only to threatened species. Depending on the type of effects a project has on NLEB, the change in the species' status may trigger the need to re-initiate consultation for any actions that are not completed and for which the Federal action agency retains discretion once the new listing determination becomes effective (anticipated to occur by December 30, 2022). If your project may result in incidental take of NLEB after the new listing goes into effect this will first need to addressed in an updated consultation that includes an Incidental Take Statement. If your project may require re-initiation of consultation, please contact our office for additional guidance.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see https://www.fws.gov/program/migratory-bird-permit/what-we-do.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and

their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see https://www.fws.gov/library/collections/threats-birds.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/partner/council-conservation-migratory-birds.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Chicago Ecological Service Field Office
1511 47th Ave
Moline, IL 61265-7022
(309) 757-5800

PROJECT SUMMARY

Project Code: 2025-0052823
Project Name: Habitat - Highland Park Townhomes
Project Type: Residential Construction
Project Description: Residential Development
Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@42.17242495,-87.81908519968297,14z



Counties: Lake County, Illinois

ENDANGERED SPECIES ACT SPECIES

There is a total of 10 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Note that 1 of these species should be considered only under certain conditions.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Northern Long-eared Bat *Myotis septentrionalis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Endangered
Tricolored Bat *Perimyotis subflavus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

BIRDS

NAME	STATUS
Piping Plover *Charadrius melodus* Population: [Great Lakes watershed DPS] - Great Lakes, watershed in States of IL, IN, MI, MN, NY, OH, PA, and WI and Canada (Ont.) There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/6039	Endangered
Rufa Red Knot *Calidris canutus rufa* There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/1864	Threatened
Whooping Crane *Grus americana* Population: U.S.A. (AL, AR, CO, FL, GA, ID, IL, IN, IA, KY, LA, MI, MN, MS, MO, NC, NM, OH, SC, TN, UT, VA, WI, WV, western half of WY) No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/758	Experimental Population, Non-Essential

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened
Rusty Patched Bumble Bee *Bombus affinis* There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9383	Endangered
Western Regal Fritillary *Argynnis idalia occidentalis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/12017	Proposed Threatened

FLOWERING PLANTS

NAME	STATUS
Eastern Prairie Fringed Orchid *Platanthera leucophaea*	Threatened

No critical habitat has been designated for this species.

This species only needs to be considered under the following conditions:

- Follow the guidance provided at https://www.fws.gov/midwest/endangered/section7/s7process/plants/epfos7guide.html

Species profile: https://ecos.fws.gov/ecp/species/601

Pitcher's Thistle *Cirsium pitcheri*	Threatened

No critical habitat has been designated for this species.

Species profile: https://ecos.fws.gov/ecp/species/8153

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

IPAC USER CONTACT INFORMATION

Agency:	Christopher B. Burke Engineering, Ltd.
Name:	Jedd Anderson
Address:	9575 W. Higgins Rd
Address Line 2:	Suite 600
City:	Rosemont
State:	IL
Zip:	60018
Email	jedd@cbbel.com
Phone:	8478230500

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Chicago Ecological Service Field Office
1511 47th Ave
Moline, IL 61265-7022
Phone: (309) 757-5800

In Reply Refer To: 02/06/2025 16:49:29 UTC
Project code: 2025-0052823
Project Name: Habitat - Highland Park Townhomes

Federal Nexus: no
Federal Action Agency (if applicable):

Subject: Technical assistance for 'Habitat - Highland Park Townhomes'

Dear Jedd Anderson:

This letter records your determination using the Information for Planning and Consultation (IPaC) system provided to the U.S. Fish and Wildlife Service (Service) on February 06, 2025, for 'Habitat - Highland Park Townhomes' (here forward, Project). This project has been assigned Project Code 2025-0052823 and all future correspondence should clearly reference this number. **Please carefully review this letter. Your Endangered Species Act (Act) requirements are not complete.**

Ensuring Accurate Determinations When Using IPaC

The Service developed the IPaC system and associated species' determination keys in accordance with the Endangered Species Act of 1973 (ESA; 87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.) and based on a standing analysis. All information submitted by the Project proponent into IPaC must accurately represent the full scope and details of the Project. **Failure to accurately represent or implement the Project as detailed in IPaC or the Northern Long-eared Bat and Tricolored Bat Range-wide Determination Key (Dkey), invalidates this letter.**

Determination for the Northern Long-Eared Bat and Tricolored Bat

Based on your IPaC submission and a standing analysis completed by the Service, you determined the proposed Project will have the following effect determinations:

Species	Listing Status	Determination
Northern Long-eared Bat (*Myotis septentrionalis*)	Endangered	NLAA
Tricolored Bat (*Perimyotis subflavus*)	Proposed Endangered	May affect

Other Species and Critical Habitat that May be Present in the Action Area

The IPaC-assisted determination key for the northern long-eared bat and tricolored bat does not apply to the following ESA-protected species and/or critical habitat that also may occur in your Action area:

- Eastern Prairie Fringed Orchid *Platanthera leucophaea* Threatened
- Monarch Butterfly *Danaus plexippus* Proposed Threatened
- Piping Plover *Charadrius melodus* Endangered
- Pitcher's Thistle *Cirsium pitcheri* Threatened
- Rufa Red Knot *Calidris canutus rufa* Threatened
- Rusty Patched Bumble Bee *Bombus affinis* Endangered
- Western Regal Fritillary *Argynnis idalia occidentalis* Proposed Threatened
- Whooping Crane *Grus americana* Experimental Population, Non-Essential

You may coordinate with our Office to determine whether the Action may cause prohibited take of the species listed above.

Conclusion

Further coordination with the Service is voluntary for those species with a determination of "May Affect." A "May Affect" determination in this key indicates that the project, as entered, is not consistent with the questions in the key. Not all projects that reach a "May Affect" determination are anticipated to result in adverse impacts to listed species. Through the technical assistance process, the Service might be able to provide information that either indicates incidental take is not reasonably certain to occur, or the Service might be able to provide recommendations that enable the project to be conducted in a way that avoids the likelihood of incidentally taking listed bats. Please contact our Chicago Ecological Service Field Office for more information. The Service has developed interim voluntary guidance for non-federal actions involving forest habitat modification that may affect the northern long-eared bat. Review the guidance posted here for more information for NLEB: https://www.fws.gov/species/northern-long-eared-bat-myotis-septentrionalis and TCB: https://www.fws.gov/species/tricolored-bat-perimyotis-subflavus

Federal agencies must consult with U.S. Fish and Wildlife Service under section 7(a)(2) of the Endangered Species Act (ESA) when an action *may affect* a listed species. Tricolored bat is proposed for listing as endangered under the ESA, but not yet listed. For actions that may affect a proposed species, agencies cannot consult, but they can *confer* under the authority of section 7(a)(4) of the ESA. Such conferences can follow the procedures for a consultation and be adopted as such if and when the proposed species is listed. Should the tricolored bat be listed, agencies must review projects that are not yet complete, or projects with ongoing effects within the tricolored bat range that previously received a NE or NLAA determination from the key to confirm that the determination is still accurate. Projects that receive a may affect determination for tricolored bat

through the key, should contact the appropriate Ecological Services Field Office if they want to conference on this species.

Action Description
You provided to IPaC the following name and description for the subject Action.

1. Name

Habitat - Highland Park Townhomes

2. Description

The following description was provided for the project 'Habitat - Highland Park Townhomes':

Residential Development

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@42.17242495,-87.81908519968297,14z



DETERMINATION KEY RESULT

Based on the answers provided, the proposed Action is consistent with a determination of “may affect” for a least one species covered by this determination key.

QUALIFICATION INTERVIEW

1. Does the proposed project include, or is it reasonably certain to cause, intentional take of listed bats or any other listed species?

   Note: Intentional take is defined as take that is the intended result of a project. Intentional take could refer to research, direct species management, surveys, and/or studies that include intentional handling/encountering, harassment, collection, or capturing of any individual of a federally listed threatened, endangered or proposed species?

   No

2. Is the action area wholly within Zone 2 of the year-round active area for northern long-eared bat and/or tricolored bat?

   Automatically answered
   No

3. Does the action area intersect Zone 1 of the year-round active area for northern long-eared bat and/or tricolored bat?

   Automatically answered
   No

4. Does any component of the action involve leasing, construction or operation of wind turbines? Answer 'yes' if the activities considered are conducted with the intention of gathering survey information to inform the leasing, construction, or operation of wind turbines.

   Note: For federal actions, answer ‘yes’ if the construction or operation of wind power facilities is either (1) part of the federal action or (2) would not occur but for a federal agency action (federal permit, funding, etc.).

   No

5. Is the proposed action authorized, permitted, licensed, funded, or being carried out by a Federal agency in whole or in part?

   No

6. [Semantic] Is the action area located within 0.5 miles of a known bat hibernaculum?

   Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

   Automatically answered
   No

7. Does the action area contain any winter roosts or caves (or associated sinkholes, fissures, or other karst features), mines, rocky outcroppings, or tunnels that could provide habitat for hibernating bats?

   No

8. Will the action cause effects to a bridge?

   Note: Covered bridges should be considered as bridges in this question.

   No

9. Will the action result in effects to a culvert or tunnel at any time of year?

   No

10. Are trees present within 1000 feet of the action area?

    Note: If there are trees within the action area that are of a sufficient size to be potential roosts for bats answer "Yes". If unsure, additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines.

    Yes

11. Does the action include the intentional exclusion of bats from a building or structure?

    Note: Exclusion is conducted to deny bats' entry or reentry into a building. To be effective and to avoid harming bats, it should be done according to established standards. If your action includes bat exclusion and you are unsure whether northern long-eared bats or tricolored bats are present, answer "Yes." Answer "No" if there are no signs of bat use in the building/structure. If unsure, contact your local Ecological Services Field Office to help assess whether northern long-eared bats or tricolored bats may be present. Contact a Nuisance Wildlife Control Operator (NWCO) for help in how to exclude bats from a structure safely without causing harm to the bats (to find a NWCO certified in bat standards, search the Internet using the search term "National Wildlife Control Operators Association bats"). Also see the White-Nose Syndrome Response Team's guide for bat control in structures.

    No

12. Does the action involve removal, modification, or maintenance of a human-made structure (barn, house, or other building) **known or suspected to contain roosting bats?**

    No

13. Will the action cause construction of one or more new roads open to the public?

    For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

    No

14. Will the action include or cause any construction or other activity that is reasonably certain to increase average daily traffic permanently or temporarily on one or more existing roads?

    Note: For federal actions, answer ‘yes’ when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.). .

    Yes

15. Will the increased vehicle traffic occur on any road that lies between any two areas of contiguous forest that are each greater than or equal to 10 acres in extent and are separated by less than 1,000 feet? Bats may cross a road by flying between forest patches that are up to 1,000 feet apart.

    Note: "Contiguous forest" of 10 acres or more may includes areas where multiple forest patches are separated by less than 1,000 feet of non-forested area if the forested patches, added together, comprise at least 10 acres.

    No

16. Will the proposed Action involve the creation of a new water-borne contaminant source (e.g., leachate pond, pits containing chemicals that are not NSF/ANSI 60 compliant)?

    Note: For information regarding NSF/ANSI 60 please visit https://www.nsf.org/knowledge-library/nsf-ansi-standard-60-drinking-water-treatment-chemicals-health-effects

    No

17. Will the proposed action involve the creation of a new point source discharge from a facility other than a water treatment plant or storm water system?

    No

18. Will the action include drilling or blasting?

    No

19. Will the action involve military training (e.g., smoke operations, obscurant operations, exploding munitions, artillery fire, range use, helicopter or fixed wing aircraft use)?

    No

20. Will the proposed action involve the use of herbicides or other pesticides other than herbicides (e.g., fungicides, insecticides, or rodenticides)?

    No

21. Will the action include or cause activities that are reasonably certain to cause chronic or intense nighttime noise (above current levels of ambient noise in the area) in suitable summer habitat for the northern long-eared bat or tricolored bat during the active season?

    Chronic noise is noise that is continuous or occurs repeatedly again and again for a long time. Sources of chronic or intense noise that could cause adverse effects to bats may include, but are not limited to: road traffic; trains; aircraft; industrial activities; gas compressor stations; loud music; crowds; oil and gas extraction; construction; and mining.

    Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines.

    No

22. Does the action include, or is it reasonably certain to cause, the use of permanent or temporary artificial lighting within 1000 feet of suitable northern long-eared bat or tricolored bat roosting habitat?

    Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines.

    Yes

23. Will the action cause an increase in the extent of suitable forested habitat exposed to artificial lighting?

    No

24. Will the action include tree cutting or other means of knocking down or bringing down trees, tree topping, or tree trimming?

    Yes

25. Will the proposed action occur exclusively in an already established and currently maintained utility right-of-way?

    No

26. Does the action include emergency cutting or trimming of hazard trees in order to remove an imminent threat to human safety or property? See hazard tree note at the bottom of the key for text that will be added to response letters

    Note: A "hazard tree" is a tree that is an immediate threat to lives, public health and safety, or improved property.

    No

27. Does the project intersect with the 0- 9.9% forest density category?

    Automatically answered
    Yes

28. Does the project intersect with the 10.0- 19.9% forest density category map?

    Automatically answered
    No

29. Does the project intersect with the 20.0- 29.9% forest density category map?

    Automatically answered
    No

30. Does the project intersect with the 30.0- 100% forest density category map?

    Automatically answered
    No

31. Will the action cause trees to be cut, knocked down, or otherwise brought down across an area greater than 0.5 acre in total extent?

    No

32. Will the proposed action result in the use of prescribed fire?

    Note: If the prescribed fire action includes other activities than application of fire (e.g., tree cutting, fire line preparation) please consider impacts from those activities within the previous representative questions in the key. This set of questions only considers impacts from flame and smoke.

    No

33. Does the action area intersect the northern long-eared bat species list area?

    Automatically answered
    Yes

34. [Semantic] Is the action area located within 0.25 miles of a culvert that is known to be occupied by northern long-eared or tricolored bats?

    Automatically answered
    No

35. [Semantic] Is the action area located within 150 feet of a documented northern long-eared bat roost site?

    Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

    Automatically answered
    No

36. Is suitable summer habitat for the northern long-eared bat present within 1000 feet of project activities?
    If unsure, answer "Yes."

    Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines.

    Yes

37. Has a presence/probable absence summer bat survey targeting the northern long-eared bat following the Service's Range-wide Indiana Bat and Northern Long-Eared Bat Survey Guidelines been conducted within the project area?

    No

38. Are any of the trees proposed for cutting or other means of knocking down, bringing down, topping, or trimming suitable for northern long-eared bat roosting (i.e., live trees and/or snags ≥3 inches dbh that have exfoliating bark, cracks, crevices, and/or cavities)?

    Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines.

    No

39. Does the action area intersect the tricolored bat species list area?

    Automatically answered
    Yes

40. [Semantic] Is the action area located within 0.25 miles of a culvert that is known to be occupied by northern long-eared or tricolored bats?

    Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

    Automatically answered
    No

41. Is suitable summer habitat for the tricolored bat present within 1000 feet of project activities?
    (If unsure, answer ""Yes."")

    Note: If there are trees within the action area that may provide potential roosts for tricolored bats (e.g., clusters of leaves in live and dead deciduous trees, Spanish moss (Tillandsia usneoides), clusters of dead pine needles of large live pines) answer ""Yes."" For a complete definition of suitable summer habitat for the tricolored bat, please see Appendix A in the Service's Range-wide Indiana Bat and Northern long-eared Bat Survey Guidelines.

    Yes

42. Do you have any documents that you want to include with this submission?

    No

PROJECT QUESTIONNAIRE

Enter the extent of the action area (in acres) from which trees will be removed - round up to the nearest tenth of an acre. For this question, include the entire area where tree removal will take place, even if some live or dead trees will be left standing.

.1

IPAC USER CONTACT INFORMATION

Agency:	Christopher B. Burke Engineering, Ltd.
Name:	Jedd Anderson
Address:	9575 W. Higgins Rd
Address Line 2:	Suite 600
City:	Rosemont
State:	IL
Zip:	60018
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Phone:	8478230500

MEMORANDUM

February 6, 2025

TO: Habitat- Highland Park Townhomes – Project File

FROM: Jedd Anderson

SUBJECT: **USFWS Threatened and Endangered Species Evaluation** – Internal Review
Highland Park, Lake County, Illinois (CBBEL Project No. 150552)

We have completed an evaluation of the proposed project in regard to federal listed threatened and endangered species based on the current USFWS process. The USFWS has implemented an Online Process for the completion of threatened and endangered species reviews for projects. The USFWS IPaC made a finding of "may effect". However, that review did not take into consideration the current site condition.

There are no critical habitats within the project area.

Species Listing and Evaluation

Northern Long Eared Bat (Endangered) – The development portion of the site is nearly tree free. The wooded areas of the will be preserved and restored. The site contains open woodland areas that until recently had been densely covered with buckthorn and other non-native and invasive species. Only large heathy trees were preserved. Areas of likely use for the bats will be preserved.

Tricolored Bat (Proposed Endangered) – See North Long Eared Bat discussion. Suitable habitat is being preserved on site.

Piping Plover (Endangered) - This project is not located on or near any beach habitat. No suitable habitat exists on site.

Rufa Red Knot (Threatened) – This is a coastal species. No suitable habitat is located on site.

Whooping Crane (Experimental Population Non-Essential -

Monarch Butterfly (Proposed Threatened) – The site was recently cleared of much of its vegetation for a forest restoration plan. There currently is limited habitat onsite for the Butterfly, however, the open space areas are being restored to native dominated communities that will support greater biodiversity including the butterfly.

Rusty Patched Bumble Bee (Endangered) – See Monarch Butterfly Discussion. These same issues are applicable.

Western Regal Fritillary (Proposed Threatened) - See Monarch Butterfly Discussion. These same issues are applicable.

Eastern Prairie Fringed Orchid (Threatened) – There is currently no suitable habitat on site. Suitable habitat may exist as the natural area restoration project progresses.

Conclusion
We have determined that the project will have **"may effect but not likely to adversely effect"** listed or candidate species, their habitats, or critical habitat.

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Project Name: Habitat - Highland Park Townhomes

Federal Nexus: no
Federal Action Agency (if applicable):

Subject: Technical assistance for 'Habitat - Highland Park Townhomes'

Dear Jedd Anderson:

This letter records your determination using the Information for Planning and Consultation (IPaC) system provided to the U.S. Fish and Wildlife Service (Service) on February 06, 2025, for 'Habitat - Highland Park Townhomes' (here forward, Project). This project has been assigned Project Code 2025-0052823 and all future correspondence should clearly reference this number. **Please carefully review this letter. Your Endangered Species Act (Act) requirements are not complete.**

Ensuring Accurate Determinations When Using IPaC

The Service developed the IPaC system and associated species' determination keys in accordance with the Endangered Species Act of 1973 (ESA; 87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.) and based on a standing analysis. All information submitted by the Project proponent into IPaC must accurately represent the full scope and details of the Project. **Failure to accurately represent or implement the Project as detailed in IPaC or the Northern Long-eared Bat and Tricolored Bat Range-wide Determination Key (Dkey), invalidates this letter.**

Determination for the Northern Long-Eared Bat and Tricolored Bat

Based on your IPaC submission and a standing analysis completed by the Service, you determined the proposed Project will have the following effect determinations:

Species	Listing Status	Determination
Northern Long-eared Bat (*Myotis septentrionalis*)	Endangered	NLAA
Tricolored Bat (*Perimyotis subflavus*)	Proposed Endangered	May affect

Other Species and Critical Habitat that May be Present in the Action Area

The IPaC-assisted determination key for the northern long-eared bat and tricolored bat does not apply to the following ESA-protected species and/or critical habitat that also may occur in your Action area:

- Eastern Prairie Fringed Orchid *Platanthera leucophaea* Threatened
- Monarch Butterfly *Danaus plexippus* Proposed Threatened
- Piping Plover *Charadrius melodus* Endangered
- Pitcher's Thistle *Cirsium pitcheri* Threatened
- Rufa Red Knot *Calidris canutus rufa* Threatened
- Rusty Patched Bumble Bee *Bombus affinis* Endangered
- Western Regal Fritillary *Argynnis idalia occidentalis* Proposed Threatened
- Whooping Crane *Grus americana* Experimental Population, Non-Essential

You may coordinate with our Office to determine whether the Action may cause prohibited take of the species listed above.

Conclusion

Further coordination with the Service is voluntary for those species with a determination of "May Affect." A "May Affect" determination in this key indicates that the project, as entered, is not consistent with the questions in the key. Not all projects that reach a "May Affect" determination are anticipated to result in adverse impacts to listed species. Through the technical assistance process, the Service might be able to provide information that either indicates incidental take is not reasonably certain to occur, or the Service might be able to provide recommendations that enable the project to be conducted in a way that avoids the likelihood of incidentally taking listed bats. Please contact our Chicago Ecological Service Field Office for more information. The Service has developed interim voluntary guidance for non-federal actions involving forest habitat modification that may affect the northern long-eared bat. Review the guidance posted here for more information for NLEB: https://www.fws.gov/species/northern-long-eared-bat-myotis-septentrionalis and TCB: https://www.fws.gov/species/tricolored-bat-perimyotis-subflavus

Federal agencies must consult with U.S. Fish and Wildlife Service under section 7(a)(2) of the Endangered Species Act (ESA) when an action *may affect* a listed species. Tricolored bat is proposed for listing as endangered under the ESA, but not yet listed. For actions that may affect a proposed species, agencies cannot consult, but they can *confer* under the authority of section 7(a)(4) of the ESA. Such conferences can follow the procedures for a consultation and be adopted as such if and when the proposed species is listed. Should the tricolored bat be listed, agencies must review projects that are not yet complete, or projects with ongoing effects within the tricolored bat range that previously received a NE or NLAA determination from the key to confirm that the determination is still accurate. Projects that receive a may affect determination for tricolored bat

through the key, should contact the appropriate Ecological Services Field Office if they want to conference on this species.

Action Description
You provided to IPaC the following name and description for the subject Action.

1. Name

Habitat - Highland Park Townhomes

2. Description

The following description was provided for the project 'Habitat - Highland Park Townhomes':

Residential Development

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@42.17242495,-87.81908519968297,14z



DETERMINATION KEY RESULT

Based on the answers provided, the proposed Action is consistent with a determination of “may affect” for a least one species covered by this determination key.

QUALIFICATION INTERVIEW

1. Does the proposed project include, or is it reasonably certain to cause, intentional take of listed bats or any other listed species?

   Note: Intentional take is defined as take that is the intended result of a project. Intentional take could refer to research, direct species management, surveys, and/or studies that include intentional handling/encountering, harassment, collection, or capturing of any individual of a federally listed threatened, endangered or proposed species?

   No

2. Is the action area wholly within Zone 2 of the year-round active area for northern long-eared bat and/or tricolored bat?

   Automatically answered
   No

3. Does the action area intersect Zone 1 of the year-round active area for northern long-eared bat and/or tricolored bat?

   Automatically answered
   No

4. Does any component of the action involve leasing, construction or operation of wind turbines? Answer 'yes' if the activities considered are conducted with the intention of gathering survey information to inform the leasing, construction, or operation of wind turbines.

   Note: For federal actions, answer ‘yes’ if the construction or operation of wind power facilities is either (1) part of the federal action or (2) would not occur but for a federal agency action (federal permit, funding, etc.).

   No

5. Is the proposed action authorized, permitted, licensed, funded, or being carried out by a Federal agency in whole or in part?

   No

6. [Semantic] Is the action area located within 0.5 miles of a known bat hibernaculum?

   Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

   Automatically answered
   No

7. Does the action area contain any winter roosts or caves (or associated sinkholes, fissures, or other karst features), mines, rocky outcroppings, or tunnels that could provide habitat for hibernating bats?

   No

8. Will the action cause effects to a bridge?

   Note: Covered bridges should be considered as bridges in this question.

   No

9. Will the action result in effects to a culvert or tunnel at any time of year?

   No

10. Are trees present within 1000 feet of the action area?

    Note: If there are trees within the action area that are of a sufficient size to be potential roosts for bats answer "Yes". If unsure, additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines.

    Yes

11. Does the action include the intentional exclusion of bats from a building or structure?

    Note: Exclusion is conducted to deny bats' entry or reentry into a building. To be effective and to avoid harming bats, it should be done according to established standards. If your action includes bat exclusion and you are unsure whether northern long-eared bats or tricolored bats are present, answer "Yes." Answer "No" if there are no signs of bat use in the building/structure. If unsure, contact your local Ecological Services Field Office to help assess whether northern long-eared bats or tricolored bats may be present. Contact a Nuisance Wildlife Control Operator (NWCO) for help in how to exclude bats from a structure safely without causing harm to the bats (to find a NWCO certified in bat standards, search the Internet using the search term "National Wildlife Control Operators Association bats"). Also see the White-Nose Syndrome Response Team's guide for bat control in structures.

    No

12. Does the action involve removal, modification, or maintenance of a human-made structure (barn, house, or other building) **known or suspected to contain roosting bats?**

    No

13. Will the action cause construction of one or more new roads open to the public?

    For federal actions, answer 'yes' when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.).

    No

14. Will the action include or cause any construction or other activity that is reasonably certain to increase average daily traffic permanently or temporarily on one or more existing roads?

    Note: For federal actions, answer ‘yes’ when the construction or operation of these facilities is either (1) part of the federal action or (2) would not occur but for an action taken by a federal agency (federal permit, funding, etc.). .

    Yes

15. Will the increased vehicle traffic occur on any road that lies between any two areas of contiguous forest that are each greater than or equal to 10 acres in extent and are separated by less than 1,000 feet? Bats may cross a road by flying between forest patches that are up to 1,000 feet apart.

    Note: "Contiguous forest" of 10 acres or more may includes areas where multiple forest patches are separated by less than 1,000 feet of non-forested area if the forested patches, added together, comprise at least 10 acres.

    No

16. Will the proposed Action involve the creation of a new water-borne contaminant source (e.g., leachate pond, pits containing chemicals that are not NSF/ANSI 60 compliant)?

    Note: For information regarding NSF/ANSI 60 please visit https://www.nsf.org/knowledge-library/nsf-ansi-standard-60-drinking-water-treatment-chemicals-health-effects

    No

17. Will the proposed action involve the creation of a new point source discharge from a facility other than a water treatment plant or storm water system?

    No

18. Will the action include drilling or blasting?

    No

19. Will the action involve military training (e.g., smoke operations, obscurant operations, exploding munitions, artillery fire, range use, helicopter or fixed wing aircraft use)?

    No

20. Will the proposed action involve the use of herbicides or other pesticides other than herbicides (e.g., fungicides, insecticides, or rodenticides)?

    No

21. Will the action include or cause activities that are reasonably certain to cause chronic or intense nighttime noise (above current levels of ambient noise in the area) in suitable summer habitat for the northern long-eared bat or tricolored bat during the active season?

    Chronic noise is noise that is continuous or occurs repeatedly again and again for a long time. Sources of chronic or intense noise that could cause adverse effects to bats may include, but are not limited to: road traffic; trains; aircraft; industrial activities; gas compressor stations; loud music; crowds; oil and gas extraction; construction; and mining.

    Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines.

    No

22. Does the action include, or is it reasonably certain to cause, the use of permanent or temporary artificial lighting within 1000 feet of suitable northern long-eared bat or tricolored bat roosting habitat?

    Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines.

    Yes

23. Will the action cause an increase in the extent of suitable forested habitat exposed to artificial lighting?

    No

24. Will the action include tree cutting or other means of knocking down or bringing down trees, tree topping, or tree trimming?

    Yes

25. Will the proposed action occur exclusively in an already established and currently maintained utility right-of-way?

    No

26. Does the action include emergency cutting or trimming of hazard trees in order to remove an imminent threat to human safety or property? See hazard tree note at the bottom of the key for text that will be added to response letters

    Note: A "hazard tree" is a tree that is an immediate threat to lives, public health and safety, or improved property.

    No

27. Does the project intersect with the 0- 9.9% forest density category?

    Automatically answered
    Yes

28. Does the project intersect with the 10.0- 19.9% forest density category map?

    Automatically answered
    No

29. Does the project intersect with the 20.0- 29.9% forest density category map?

    Automatically answered
    No

30. Does the project intersect with the 30.0- 100% forest density category map?

    Automatically answered
    No

31. Will the action cause trees to be cut, knocked down, or otherwise brought down across an area greater than 0.5 acre in total extent?

    No

32. Will the proposed action result in the use of prescribed fire?

    Note: If the prescribed fire action includes other activities than application of fire (e.g., tree cutting, fire line preparation) please consider impacts from those activities within the previous representative questions in the key. This set of questions only considers impacts from flame and smoke.

    No

33. Does the action area intersect the northern long-eared bat species list area?

    Automatically answered
    Yes

34. [Semantic] Is the action area located within 0.25 miles of a culvert that is known to be occupied by northern long-eared or tricolored bats?

    Automatically answered
    No

35. [Semantic] Is the action area located within 150 feet of a documented northern long-eared bat roost site?

    Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

    Automatically answered
    No

36. Is suitable summer habitat for the northern long-eared bat present within 1000 feet of project activities?
    If unsure, answer "Yes."

    Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines.

    Yes

37. Has a presence/probable absence summer bat survey targeting the northern long-eared bat following the Service's Range-wide Indiana Bat and Northern Long-Eared Bat Survey Guidelines been conducted within the project area?

    No

38. Are any of the trees proposed for cutting or other means of knocking down, bringing down, topping, or trimming suitable for northern long-eared bat roosting (i.e., live trees and/or snags ≥3 inches dbh that have exfoliating bark, cracks, crevices, and/or cavities)?

    Note: Additional information defining suitable summer habitat for the northern long-eared bat and tricolored bat can be found in Appendix A of the USFWS' Range-wide Indiana Bat and Northern long-eared bat Survey Guidelines at: https://www.fws.gov/media/range-wide-indiana-bat-and-northern-long-eared-bat-survey-guidelines.

    No

39. Does the action area intersect the tricolored bat species list area?

    Automatically answered
    Yes

40. [Semantic] Is the action area located within 0.25 miles of a culvert that is known to be occupied by northern long-eared or tricolored bats?

    Note: The map queried for this question contains proprietary information and cannot be displayed. If you need additional information, please contact your State wildlife agency.

    Automatically answered
    No

41. Is suitable summer habitat for the tricolored bat present within 1000 feet of project activities?
    (If unsure, answer ""Yes."")

    Note: If there are trees within the action area that may provide potential roosts for tricolored bats (e.g., clusters of leaves in live and dead deciduous trees, Spanish moss (Tillandsia usneoides), clusters of dead pine needles of large live pines) answer ""Yes."" For a complete definition of suitable summer habitat for the tricolored bat, please see Appendix A in the Service's Range-wide Indiana Bat and Northern long-eared Bat Survey Guidelines.

    Yes

42. Do you have any documents that you want to include with this submission?

    No

PROJECT QUESTIONNAIRE

Enter the extent of the action area (in acres) from which trees will be removed - round up to the nearest tenth of an acre. For this question, include the entire area where tree removal will take place, even if some live or dead trees will be left standing.

.1

IPAC USER CONTACT INFORMATION

Agency:	Christopher B. Burke Engineering, Ltd.
Name:	Jedd Anderson
Address:	9575 W. Higgins Rd
Address Line 2:	Suite 600
City:	Rosemont
State:	IL
Zip:	60018
Email	jedd@cbbel.com
Phone:	8478230500

TAB 8
RIPARIAN REQUIREMENTS

STORMWATER MANAGEMENT PERMIT APPLICATION
FOR
THE RESIDENCES AT HIGHLAND PARK
CITY OF HIGHLAND PARK, LAKE COUNTY, IL

PREPARED FOR
HABITAT

PREPARED BY
SPACECO, INC.
9575 W. HIGGINS ROAD, SUITE 700
ROSEMONT, IL 60018

SPACECO PROJECT # 11395.02

NOVEMBER 2025

There are no riparian environments located on the project site. Riparian requirements are not applicable.

TAB 9
MAINTENANCE & MONITORING SUBMITTALS

STORMWATER MANAGEMENT PERMIT APPLICATION
FOR
THE RESIDENCES AT HIGHLAND PARK
CITY OF HIGHLAND PARK, LAKE COUNTY, IL

PREPARED FOR
HABITAT

PREPARED BY
SPACECO, INC.
9575 W. HIGGINS ROAD, SUITE 700
ROSEMONT, IL 60018

SPACECO PROJECT # 11395.02

NOVEMBER 2025

Spaceco
Civil Engineering & Surveying

Maintenance & Monitoring Requirements

1) General

Regular inspections and routine maintenance of general areas shall be performed on a monthly or as-needed basis by the owner. Specific items of concern include:

- Litter and debris shall be controlled
- Landscaped areas shall be maintained with regular mowing and restored with appropriate seeding/vegetation as needed
- Accumulated sediment shall be disposed of properly, along with any wastes generated during maintenance operations

2) Stormwater Collection System

The Owner shall perform routine inspections of all components of the stormwater collection system on an as-needed basis. The inspections shall occur between March and November and include the following specific areas of concern:

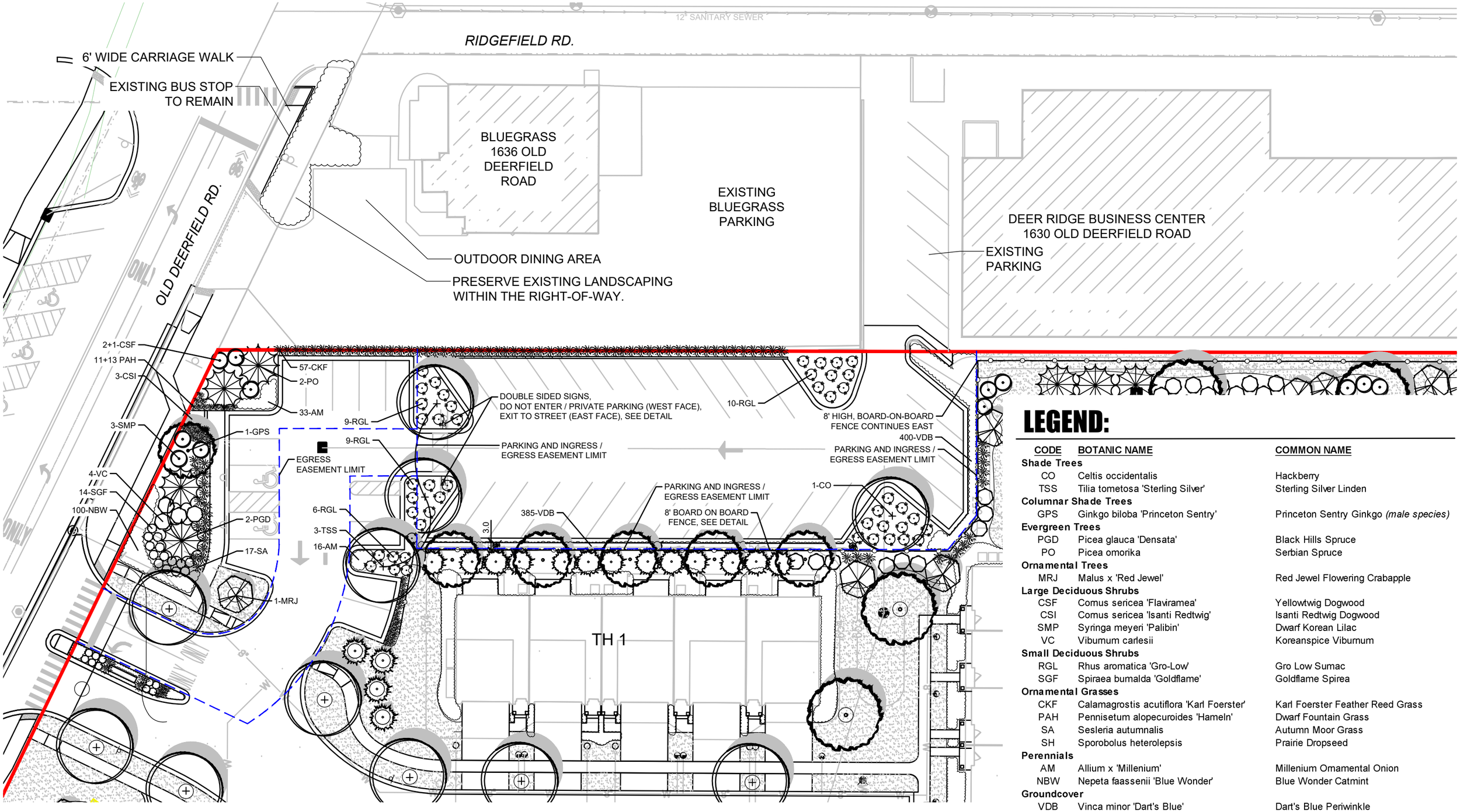
As Needed:

- Storm Inlets/Manholes
  - Remove accumulated leaves and other debris from grates
  - Reset covers/lids on as-need basis
  - Remove accumulated sediment from bottom of catchbasins when 50% of sump is filled
- Storm Sewers/Culverts
  - Visually inspect pipes by removing manhole lids, make repairs as necessary
  - Storm sewers and culverts shall be check for siltation deposits at inlets, outlets, and within the conduit, clean out as necessary

3) Vegetated Areas

Routine inspections and maintenance of vegetated areas shall be performed on an as-needed basis by the owner. Specific items of concern include:

- Landscape Areas (not including Native BMP Vegetation or Isolated Wetland
  - Landscape areas shall be inspected and maintained in perpetuity by the owner.



LEGEND:

CODE	BOTANIC NAME	COMMON NAME
Shade Trees		
CO	Celtis occidentalis	Hackberry
TSS	Tilia tometosa 'Sterling Silver'	Sterling Silver Linden
Columnar Shade Trees		
GPS	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Ginkgo *(male species)*
Evergreen Trees		
PGD	Picea glauca 'Densata'	Black Hills Spruce
PO	Picea omorika	Serbian Spruce
Ornamental Trees		
MRJ	Malus x 'Red Jewel'	Red Jewel Flowering Crabapple
Large Deciduous Shrubs		
CSF	Cornus sericea 'Flaviramea'	Yellowtwig Dogwood
CSI	Cornus sericea 'Isanti Redtwig'	Isanti Redtwig Dogwood
SMP	Syringa meyeri 'Palibin'	Dwarf Korean Lilac
VC	Viburnum carlesii	Koreanspice Viburnum
Small Deciduous Shrubs		
RGL	Rhus aromatica 'Gro-Low'	Gro Low Sumac
SGF	Spiraea bumalda 'Goldflame'	Goldflame Spirea
Ornamental Grasses		
CKF	Calamagrostis acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass
PAH	Pennisetum alopecuroides 'Hameln'	Dwarf Fountain Grass
SA	Sesleria autumnalis	Autumn Moor Grass
SH	Sporobolus heterolepsis	Prairie Dropseed
Perennials		
AM	Allium x 'Millenium'	Millenium Ornamental Onion
NBW	Nepeta faassenii 'Blue Wonder'	Blue Wonder Catmint
Groundcover		
VDB	Vinca minor 'Dart's Blue'	Dart's Blue Periwinkle

0 15' 30' 60'

NORTH

dickson design STUDIO

LANDSCAPE PLAN - PARKING LOT EASEMENT EXHIBIT

THE RESIDENCES OF HIGHLAND PARK, IL **THE HABITAT COMPANY, LLC**

DECEMBER 23, 2025

DRAFT FINDINGS OF FACT

#PUD-2025-00041 for the following: (1) a public hearing for a Special Use Permit for an Off-Street Parking Lot, Freestanding; (2) a public meeting for a Special Use Permit in the Nature of a Final Planned Development with modifications from City Code; (3) a public meeting for final plat of re-subdivision with variations and waivers; and (4) a public meeting for Design Review; for a 227 residential unit townhome development (1660 and 1700 Old Deerfield Rd.)

Pursuant to Section 150.1404, the Plan & Design Commission or the City Council, as the case may be, shall not recommend or grant a special use permit be issued unless it shall make findings of fact based upon evidence presented at the hearing in any given case that:

(1) The special use will serve the public convenience at the location of the subject property; or the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

Finding**:** The Commission finds that the proposed townhome development and the off-street parking lot, freestanding will not be detrimental to or endanger the public health, safety, or general welfare.

(2) The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with the special use, the size of the subject property in relation to such special use, and the location of the site with respect to streets giving access to it, shall be such that it will be in harmony with the appropriate, orderly development of the zoning district in which it is located;

Finding**:** The Commission finds that the planned development is within the density allowance of the RM1 and therefore the proposal is in harmony with the appropriate, orderly development of the zoning district in which it is located. The Commission finds the height modification is acceptable given the proximity to I zoning to the north and setbacks proposed along west and south. The Commission finds the off-street parking lot, freestanding, is located next to a street and commercial district and is in harmony with the appropriate, orderly development of the zoning district in which it is located.

(3) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity of the subject property for the purposes already permitted in such zoning district, nor substantially diminish and impair the value of other property in the neighborhood;

Finding: The Design Commission finds that the planned development and off-street parking lot, freestanding will not be injurious to properties in the immediate vicinity of the subject property, nor substantially diminish and impair the value of other property in the neighborhood.

(4) The nature, location, and size of the buildings or structures involved with the establishment of the special use will not impede, substantially hinder, or discourage the development and use of adjacent land and buildings in accord with the regulations of the zoning district within which they are located;

Finding: The Commission finds that the nature and size of the development will not impede or discourage the development or use of adjacent land. The project proposes to retain an I zoning

buffer to not impede development for the northern commercially-zoned properties and provides a restrictive covenant for the subject property regarding setbacks between the subject property and northern commercially-zoned properties.

(5) Adequate utilities, access roads, drainage, and other necessary facilities have been or will be provided;

Finding: The Commission finds that adequate utilities, access roads, and drainage are provided within the final engineering plans. The Commission finds that Utility Agencies have not objected to the development, and the Commission finds that City staff and third party traffic consultant CivilTech concur with traffic impact findings and subsequent addendums by the Applicant's traffic consultant.

(6) Parking areas of adequate size for the special use shall be properly located and suitably screened from adjoining residential uses, and the entrance and exit driveways to and from these parking areas shall be designed to prevent traffic hazards, eliminate nuisance, and minimize traffic congestion in the public streets;

Finding: The Commission finds that the planned development is providing all off-street parking facilities required by Article 8 of the Zoning Code and finds that the City's third party traffic consultant has reviewed and concurs with the findings of the Applicant's traffic studies.

(7) The special use shall in all other respects conform to the applicable regulations of the zoning district in which it is located, except as such regulations may, in each instance, be modified as provided in this Chapter;

Finding: The Plan & Design Commission finds that the planned development conforms to the regulations of the zoning district and the applicable provisions in other Articles of Chapter 150 with the following modifications:

- Modifications:
    i. Height Modification. A modification from Section 150.704 of the Zoning Code to increase the maximum height limit: (i) for the townhomes in the Proposed Development, from 35 feet to 41 feet; and (ii) for the Proposed Clubhouse, from 15 feet to 25 feet.
    ii. Loading Space Modification. A modification from Section 150.851 of the Zoning Code to decrease the minimum required loading spaces for the Proposed Development, from two to zero.
    iii. Sign Modifications.
        1. Ground Sign Modification. A modification from Section 150.2023(B) of the Zoning Code to increase the maximum permitted ground signs for the Proposed Development, from one to five; and
        2. Sign Face Modification. A modification from Section 150.2023(B) of the Zoning Code to increase the maximum permitted sign faces for the Proposed Development, from two to nine.
    iv. Landscape Modifications.
        1. Vehicular Use Area Landscaping Modification. A modification from Section 150.2220(C) of the Zoning Code to waive the requirement to

improve vehicle use areas within the Proposed Development with landscaping.

2. Foundation Landscaping Modification. A modification from Section 150.2225 of the Zoning Code to decrease the minimum required planting area for the Proposed Development, from five feet to four feet.

v. Environmentally Sensitive Area Modification. A modification from Section 150.520(B) of the Zoning Code to permit development of the Proposed Development within an environmentally sensitive area along the southern property line of the Property.

vi. Driveway Access Modification. A modification from Section 150.106 of the Zoning Code to permit a portion of the Proposed Development to be developed as driveway access between the Property and a parcel of land located in the I District.

vii. Rental Unit Distribution Modification. A modification from Section 150.2155(B) of the Zoning Code to permit 67 percent of the inclusionary housing units in the Proposed Development to be leased at a price affordable to households with gross incomes of up to 60 percent of the Chicago area median income; provided, however, that no less than half of such inclusionary housing units may be leased to households with gross incomes between 51 and 60 percent of the Chicago area median income.

viii. The Plat of Re-subdivision will need subdivision variances.

1. To allow the woodland trail to serve as the sidewalk and not install sidewalks per Sec. 151.008(B)(1) of the subdivision code.

2. To not bury utility lines in the right-of-way adjacent to the development. Developer will bury all new utility lines within the subject site.

3. To allow a Sec. 151.004(A)(1) variation to allow a property with more than four sides and with intersecting lines not at right angles. (Note: the proposed boundaries follow the pre-existing boundaries.)

(8) There is reasonable assurance that the special use will be completed and maintained as and if authorized; and

Finding**:** The Commission finds reasonable assurance that the Planned Development and off-street parking lot, freestanding will be built and maintained as authorized.

(9) The special use shall comply with all applicable requirements set forth in this Chapter.

Finding: The Commission finds that the proposed planned development and off-street parking lot, freestanding meets the requirements of the Zoning Code with acceptable modifications.

Pursuant to Section 150.530(H)(3): The Plan and Design Commission shall not recommend approval of a proposed Planned Development and Preliminary Development Plan except upon making all findings of fact required pursuant to Section 150.1404 of this Chapter, and as follows:

a) *That the Planned Development conforms to the goals and objectives of the Master Plan, and to the standards and requirements of this Article, including, without limitation, Section 150.520 of this Article;*

b) *That the proposed Planned Development contains no more residential dwelling units than permitted pursuant to the subdivision sketch plan submitted in accordance with Section 150.525(A)(8) of this Article, as may be adjusted pursuant to Section 150.510(D) of this Article; and*

c) *That the Planned Development provides a public benefit, if required pursuant to Section 150.515 of this Article.*

Findings of Fact consistent the requirements in Section 150.530(H)(3) are provided below:

150.530(H)(3)(a): That the Planned Development conforms to the goals and objectives of the Master Plan, and to the standards and requirements of this Article, including, without limitation, Section 150.520 of this Article

a) *Objectives of the Master Plan*
Finding: The Commission finds the proposed development conforms to the goals and objectives of the Master Plan.

b) *Density and Sketch Plan*
Finding: The Commission finds the density complies with the RM1 zoning district, and a subdivision sketch plan is not required for multiple family zoning districts.

c) *Public Benefit*
Finding: The Commission finds the Applicant proposes various public benefits, listed at the end of this document, meeting the standards of code.

Pursuant to Section 150.520 of the Code, the applicant for a Planned Development must demonstrate that the proposed Planned Development satisfies and incorporates, to the greatest extent practicable, the following site design standards:

(A) Protection of the Public Health, Safety, and Welfare. The uses and structures within the Planned Development shall be compatible with one another, in that they are designed, located, and proposed to be operated so that the public health, safety and welfare will be protected.

Finding**:** The Commission finds that the planned development is designed and located in a manner that will not impact the public health, safety, and welfare. Further, the proposed multifamily land use is permitted in the zoning district and developed at a density and built form consistent with the underlying RM1 zoning, with the modifications requested.

(B) Preservation of Environmentally Sensitive Areas.

(1) No development shall occur in any Environmentally Sensitive Area located on the subject property, except upon approval of a modification therefore, in accordance with Section 150.510(B) of this Article.

Finding**:** The Commission finds that the one portion of the development is located in an Environmentally Sensitive Area and the proposed development and modification of City Code is

acceptable; an impact near the proposed Old Deerfield Rd. access point (the Proposed Drainage Exhibit by Spaceco, identifying the Wetland #1 Impact of 0.096 acres – in Oct. 30, 2025 Council packet).

(2) Environmentally Sensitive Areas located on the subject property may be included as common open space within a Planned Development, upon either (a) identification of such areas on the plat of subdivision as a separate lot or lots, or (b) recordation by the applicant of a conservation easement or similar restriction that ensures the preservation of such areas, in perpetuity, from future development.

Finding**:** The Commission finds that there are Environmentally Sensitive Areas located on the subject property and other than the above encroachment the Applicant is preserving Environmentally Sensitive Areas as open space.

(C) Historic Resources. The Planned Development shall preserve all (1) locally designated landmarks, and (2) properties, structures, areas, objects, and landscapes determined to be historically significant by the Historic Preservation Commission in accordance with Chapters 24 or 170 of the Code.

Finding**:** The Commission finds that this standard is not applicable to the proposed development as the Historic Preservation Commission has made no finding of the presence of historically significant resources on the development site.

(D) Clustering New Development. The Planned Development shall preserve the structures, landscapes, scenic view sheds, and other natural and historic features of the subject property, through (i) clustering of lots or building pads, (ii) adaptive reuse of existing structures, and (iii) the protection of designated open space from development; provided, however, that clustering of development shall not be required upon a demonstration by the applicant, to the satisfaction of the Plan & Design Commission and the City Council, that there are no features on the subject property worthy of preservation, or that those features worthy of preservation will be more effectively preserved by not clustering development.

Finding**:** The Commission finds that the Applicant is clustering the development on a portion of the property so the Environmentally Sensitive Areas, except one aforementioned encroachment, are being preserved as open space.

(E) Location of Structures. All structures to be located within the Planned Development shall (1) be related harmoniously to the terrain and to existing structures in the vicinity of the subject property, and (2) have a visual relationship to existing nearby structures;

Finding: The Commission finds that the proposed development is (1) related harmoniously to the terrain and to existing structures in the vicinity of the subject property, and (2) has a visual relationship to existing nearby structures.

(F) Environmental Quality and Responsible Design. The Planned Development shall be consistent with the City of Highland Park Environmental Policy and with the City of Highland Park Checklist for Environmentally Responsible Design and Construction. The applicant may demonstrate consistency with standards established for site design and building construction practices by referencing known sustainable development and green architecture rating systems.

Finding**:** The Commission finds that the planned development satisfies this standard.

(G) **Preservation of Landscapes. The landscapes within the Planned Development shall be preserved in their natural states, insofar as practicable, by minimizing tree and soil removal. All proposed grade changes shall be consistent with the general appearance of neighboring developed areas.**

Finding: The Commission finds that the planned development satisfies this standard, as the site is a redevelopment of an existing building and parking lot. The Commission finds the Applicant is preserving over 40% of the site as open space.

(H) **Schools, Parks, and Public Facilities. The Planned Development shall not impose an undue burden on parks, recreational areas, schools, or other public facilities that serve or are proposed to serve the Planned Development.**

Finding: The Commission finds that the planned development was reviewed by the Park District and three School Districts and no objections were presented and that adequate public facilities exist to serve the development.

(I) **Relationship and Connection to Adjoining Land. The Planned Development shall not be designed as an enclave separate from adjacent properties, unless existing development patterns, natural features, and/or topographic conditions prevent vehicular or pedestrian access connections to adjacent properties. In order to achieve connectivity to adjoining land, all lots, streets, sidewalks and/or paths within a Planned Development shall be designed, to the extent practicable, to allow for the continuation of such existing or proposed features to adjoining areas. New streets, sidewalks, and/or paths located within a proposed Planned Development shall be constructed and installed to the boundaries of the proposed Planned Development if the City Council determines, in its sole discretion, that the proposed Planned Development adjoins land with the potential of being subdivided or re-subdivided.**

Finding: The Commission finds that the planned development incorporates connectivity to surrounding areas. Access to sidewalks is provided. The Commission finds that to the extent the development is concentrated away from western and southern boundaries is to preserve Environmentally Sensitive Areas, and, again, pedestrian connections are proposed.

(J) **Setbacks from the Periphery of the Planned Development. The required front, rear, and side yards along the periphery of the Planned Development shall be of a size not less than the greater of (1) the minimum front, rear, and side yard requirements of the underlying Zoning District in which the Planned Development is located, and (2) the minimum front, rear, and side yard requirements of the adjacent Zoning District.**

Finding: The Commission finds the planned development meets the setbacks and provides for a conservation easement that will preserve open space along abutting residential neighborhoods to the west and south. The Commission finds proposed setbacks ranging from 100.1', 241.75', and more along the west and 210.33' and more along the south.

(K) **Functional and Mechanical Features. Exposed storage areas, trash containers, recycling container space, exposed machinery installations, service areas, truck loading areas, utility buildings and structures, and similar accessory areas and structures shall be (1) identified on the site plan required pursuant to Section 150.525(A)(9) of this Chapter, (2) incorporated into common areas of the development, (3) made as unobtrusive as possible, and (4) designed,**

landscaped, and screened in accordance with the requirements set forth in Article XXII of this Chapter and of Chapter 176 of the Code.

Finding: The Commission finds that storage areas, trash containers, and related items will be located inside the proposed first floor. The Applicant must provide screening if rubbish containers are proposed outside of the building. Exterior mechanical equipment is being screened.

(L) Distance Between Buildings. The minimum horizontal distance between any two new buildings to be located on the subject property, or between any new building and an existing building (including building appurtenances), shall be not less than 15 feet; provided, however, that this Section 150.520(L) shall not apply to buildings that (1) share a common wall, and (2) have individual entrances and exits.

Finding: The Commission finds the development meets this standard.

(M) Surface Water Drainage. In accordance with the storm water management regulations set forth in Article XVIII of this Chapter, surface drainage systems serving the subject property shall be designed to prevent surface waters from adversely affecting neighboring properties or the public storm water drainage system. Surface water in all paved areas shall be collected at intervals so as to prevent obstruction of the flow of vehicular or pedestrian traffic. The design of the storm water management system shall enhance natural storm water storage areas such as high-quality aquatic resources and regulatory floodplains, and may incorporate natural storm water management techniques commonly referred to as low impact development techniques or best management practices.

Finding: The Commission found that the planned development will be constructed in accordance with the storm water management regulations established in the Highland Park City Code.

(N) Ingress to and egress from the Planned Development shall be designed to (1) promote safe vehicular movements, (2) minimize traffic congestion in the public streets outside the Planned Development, and (3) facilitate the free flow of vehicular and pedestrian traffic within the Planned Development.

Finding: The Commission finds the proposed accesses are adequate. A traffic impact analysis and subsequent addendums verified that the existing street network and nearby intersections have adequate capacity to accommodate traffic generated by this development. The Commission finds that City staff and third party traffic consultant concur with traffic impact findings by the Applicant's traffic consultant. The Commission finds the project includes improving the Richfield Ave. / Old Deerfield Rd. intersection with dedicated left-hand turn lanes.

(O) Streets, Alleys, and Public Ways. The streets, alleys, and other public and private traffic thoroughfares located within the Planned Development shall conform to the applicable requirements set forth in Section 151.004 of the Subdivision Ordinance, as may be modified upon the recommendation of the Director of Public Works and the approval by the City Council. The City Council may, in its sole discretion, require that streets located within the Planned Development be stubbed in order to provide for future connections to adjacent developments.

Finding: The Commission finds that the planned development is creating private streets, and comply with code for fire access. Off-street parking facilities further comply with code dimension and quantity requirements. The interior parking area is adequate to provide safe, effective vehicular and pedestrian access within the development.

(P) Common Ownership or Control.

(1) During Development. During the development process and until such time that the development is turned over to an owners' association or equivalent entity, all common areas within buildings, common open space, landscaping, exterior maintenance areas, and all other exterior aspects of the development located within the proposed Planned Development shall be on a tract or tracts of land under common ownership or control.

Finding: The Commission finds the Applicant will have to provide this to the City's satisfaction and per any Development Agreement.

(2) Upon Completion of Development. The owners' association or equivalent entity, upon its establishment, shall be responsible for all obligations set forth in (a) the ordinance approving the Planned Development, adopted pursuant to Section 150.540(C) of this Article, (b) any associated development agreement pertinent to the Planned Development, and (c) the declaration of covenants, or similar recorded document, establishing the owners' association or equivalent entity.

Finding**:** The Commission finds the Applicant will have to provide this to the City's satisfaction and per any Development Agreement.

150.530(H)(3)(b): That the proposed Planned Development contains no more residential dwelling units than permitted pursuant to the subdivision sketch plan submitted in accordance with Section 150.525(A)(8) of this Article, as may be adjusted pursuant to Section 150.520(D) of this Article;

Finding: The Commission finds that the proposed development does not contain more residential dwelling units than permitted by Code.

150.530(H)(3)(c): That the Planned Development provides a public benefit, if required pursuant to Section 150.515 of this Article.

Finding: The Plan & Design Commission finds that the planned development requires modifications to the regulations of Chapter 150. Pursuant to Section 150.515, the development must provide a public benefit. The project is proposing the following:

The following public benefits proposed by the Applicant to satisfy Section 150.515 of the Zoning Code must be included the Final Development Plan and codified as development conditions in the Development Agreement, all of which shall be constructed or provided at no expense to the City:

1. improvement and dedication of a public access easement for ingress and egress over the access road running along the Union Pacific Railroad right-of-way located on the northeast part of the Property, from Richfield Ave. to Old Deerfield Road ("Access Road");

2. construction of 14 off-street parking spaces in the parking lot located on the east side of Old Deerfield Road across the street from the Highland Police Department building located at 1677 Old Deerfield Road, Highland Park, IL (the "Police Department Property") for the use of the Highland Park Police Department and its visitors;

3. construction of 12 parking spaces for public use on the Access Road;

4. construction of sharrows to support bicycle traffic on (i) that portion of Old Deerfield Road adjacent to the Property and (ii) the Access Road;

5. construction of pedestrian crosswalks at each of the intersections of: (i) Cavell Avenue and Richfield Avenue; (ii) Winthrop Road and Devonshire Court; and (iii) Ridge Road and Devonshire Court;

6. construction and maintenance of the West Tot Lot on the Property, which West Tot Lot will, at all times, be accessible to the public through the recordation of an easement on the Property. The West Tot Lot must adhere to CPSC Guidelines ASTM F1487 and ASTM F2223 standards;

7. inclusion of at least four electric vehicle charging stations within the Property, accessible to the general public, in the locations depicted on the Site Plan; and

8. the allowance of reasonable use of the community room to be located within the Clubhouse by the general public for public community meetings or non-profit community organizations.

Conditions of Approval for the SUP and PUD:

- Refer to those conditions listed in R129-2025.

Updated Conditions and Findings from the Jan. 20, 2026 PDC:

- Recommend approval of variation to allow chainlink fences for the two dogparks, as depicted.
- Final easement language be provided for the final plat by City's Corporation Counsel, as appropriate.
- Revise exterior lighting to make pole heights compliant (from 15' to 14' where appropriate).
- Provide revisions per ICC's comments.

- Final materials to the City's satisfaction for the woodland path.
- Foundation landscaping: must revise and include 5' dimensions as appropriate.
- EV Charging Stations: 2 with the City's public portion of the parking lot & 2 at the Clubhouse.

Sec. 151.009. - Variations and Exceptions.

The Commission finds the Subdivision variations requested will not affect the general plan or the spirit of the Subdivision Code.

The Plat of consolidation will need subdivision variances.

- To allow the woodland trail to serve as the sidewalk and not install sidewalks per Sec. 151.008(B)(1) of the subdivision code.
- To not bury utility lines in the right-of-way adjacent to the development. Developer will bury all new utility lines within the subject site.
- To allow a Sec. 151.004(A)(1) variation to allow a property with more than four sides and with intersecting lines not at right angles. (Note: the proposed boundaries follow the pre-existing boundaries.)

HIGHLAND PARK TOWNHOMES
MCSHANE CONSTRUCTION
SITE LOGISTICS PLAN
12/11/25

CONSTRUCTION TRAFFIC SITE ENTRANCE

PRIMARY CONSTRUCTION ENTRANCE

6' High Construction Fence, Typical

PRIMARY JOBSITE TRAILER LOCATION

RIDGEFIELD AVENUE

OLD DEERFIELD ROAD

RIDGE ROAD

NORTH ACCESS DRIVE

PACIFIC RAILROAD

UNION

Old Deerfield Rd. Street Improvements

Existing Fire Hydrant

Additional Parking
26 - Industrial Exist. Prg
14 - Overall City Parking

Three Story Rear Garage Homes
19 and 21' W X 39' D

Additional Access Drive Parking

Fence Along Property Line

Industrial

RM-1

North Dog Park
PRIVATELY OWNED

Park

PHASE 1

On Street Guest Parking

Open Space

Club
5,000 SF

Patio

Pool
PRIVATELY OWNED

Tot Lot
PRIVATELY OWNED

Garage Apron Parking
Front Garage Units

Wetland Buffer Line

Wetland/Tree Preserve
PRIVATELY OWNED

PHASE 2

PHASE 3

Maint. Bldg.

Tot Lot
PRIVATELY OWNED

EXISTING CREEK CULVERT

South Dog Park
PRIVATELY OWNED

Creek

R-1

R-7

Three Story Front Garage Homes
22' W X 36' D

Five Foot Woodland Trail

DEVONSHIRE CT.

Potential Future Emergency Acess

Wetlands Buffer Line

Site and HIGHLAND

GENERAL NOTES

-Construction Trade Parking On Site.

-No Construction Traffic Ridge Rd except as necessary to construct improvements along west edge of Property, on Police Department Property, and other required off-site or utility improvements

North

0 40 80 160 320

HABITAT™

bsbdesign.com

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2025 BSB Design, Inc.

December 12, 2025

Zack Zalar
Habitat
350 W Hubbard Street
Chicago, IL 60610

Re: Solo Cup Site Remediation Program Schedule – 1660 Old Deerfield Road, Highland Park, Illinois

As you know, the above referenced property is beginning the process of enrolling into the Illinois Environmental Agency's Site Remediation program in order to procure a No Further Remediation (NFR) Letter. As part of the enrollment process, subsurface investigations and a subsequent Site Investigation Report/Remedial Objectives Report/Remedial Action Plan (SIR/ROR/RAP) documenting the subsurface investigations will be compiled and submitted to the Illinois Environmental Protection Agency (Illinois EPA).

Below is a timeline which outlines the steps necessary to obtain a Final NFR Letter, and the general amount of time anticipated to accomplish each step:

- Perform a subsurface investigation to collect soil and groundwater samples in order characterize the site in accordance with Illinois EPA Site Remediation Program (SRP) regulations. The subsurface investigation is scheduled to begin the week of January 5th. Based on the current schedule, the results of the and groundwater analysis are currently anticipated to be received by January 30, 2025.

- Upon receipt of favorable soil and groundwater data, ECS will begin to compile the required Site Investigation Report/Remedial Objectives Report/Remedial Action Plan (SIR/ROR/RAP). ECS anticipates that the SIR/ROR/RAP Report will be provided to the Illinois EPA within approximately 4-5 weeks following receipt of laboratory data. ECS anticipates having the SIR/ROR/RAP completed by March 6, 2025.

- Once the SIR/ROR/RAP is submitted, Illinois EPA has 90 days to review and respond. The Illinois EPAs response will either request additional investigation, or approve the SIR/ROR/RAP. ECS anticipates having a response from the EPA by June 5, 2025.

- Upon approval of the SIR/ROR/RAP, any identified exceedances of specific Tier 1 exposure routes will need to be addressed with engineering and/or institutional controls as defined in the Remedial Action Plan. Implementation of the Remedial Action Plan directly coincides with site redevelopment as the concrete building pads and asphalt parking lots will serve as engineered barriers. Once the remedial actions have been completed, ECS will submit the Remedial Action Completion Report (RACR).

- Once the RACR is submitted, the Illinois EPA has 90 days to review RACR and respond. Upon RACR approval, a Draft NFR Letter will be issued to the subject property.

- ECS and Habitat will review the Draft NFR Letter for errors, and request that a Final NFR Letter be issued to the subject property. The Final NFR Letter is typically received within 30-60 days after the formal request for Final NFR is submitted to the IEPA.

ECS understands that site redevelopment will take approximately 6 months to 1 year to complete. During that time, townhouses will be occupied upon individual completion. Please note that the final NFR letter will not be granted until all remedial actions outlined within the Remedial Action Plan have been completed. Given this, ECS will verify that any required remedial actions (e.g., engineered barrier placement, excavation and off-site disposal, etc) have been completed within newly constructed townhomes prior to occupancy on an individual basis.

Please note, that this is a general time table, and ECS cannot guarantee that the IEPA will approve future submittals. If you have any questions, please call either of the undersigned at (847) 279-0366.

Sincerely,

ECS MIDWEST, LLC

Jason Warren
Senior Project Manager

David T. Kwasiborski, CIAQM
Principal Industrial Hygienist

https://ecslimited365.sharepoint.com/sites/53MidwestEnvironmental/53 Data/Office 53 Environmental/Phase II/State Closure/Illinois/5499-A Solo Cup SRP/Habitat Timeline.doc

Staff Attachment – Status of Conditions

Status of Conditions from the Preliminary Resolution (October 30, 2025)[1].

A. The Applicant must execute a development agreement with the City, to be prepared by the City's Corporation Counsel and subject to the approval of the City Council (***"Development Agreement"***), which Development Agreement will govern and restrict the use and development of the Property and the construction and maintenance of the Proposed Development.

STATUS: At the Applicant's request and risk City Staff and Corporation Counsel have prepared a Development Agreement. If approved, the Applicant will have to execute and abide by the obligations therein.

B. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of either the RM1 District or the R7 District, the Property may only be developed and used as follows:

> on the RM1 portion of the Property: 227 single-family attached units, each of which will be subject to the height limitations and will be in the building locations depicted on the Site Plan; and the Clubhouse, a tot lot, a dog run, a maintenance building, off-street parking facilities and additional accessory residential amenities and improvements;
>
> on the R7 District portion of the Property: open space, a tot lot ("**West Tot Lot**"), a dog run, lighting and fencing,

all pursuant to, and in accordance with, the terms and provisions of the Development Agreement and its exhibits, including, without limitation, the development conditions set forth in this Section 11. Development of the Property in a manner deviating from these conditions will be strictly prohibited.

STATUS: This condition has carried over to the PUD ordinance.

C. The Applicant must prepare and submit final exterior lighting specifications for the Property that comply with the requirements of the City Code.

STATUS: Exterior lighting plans have been submitted and comply with code.

D. The Applicant must include in the Final Plan a depiction of the locations at which signage will be installed prohibiting parking along all driveway and garage approaches on the Property to allow for emergency access.

STATUS: See the landscaping plan. Notations made for "No Parking Sign See Detail".

E. The following public benefits proposed by the Applicant to satisfy Section 150.515 of the Zoning Code must be included the Final Development Plan and

[1] This document is not a recommendation for approval, and the City Council may approve, approve with conditions, deny, or continue if more information or revisions are requested.

codified as development conditions in the Development Agreement, all of which shall be constructed or provided at no expense to the City:

1. improvement and dedication of a public access easement for ingress and egress over the access road running along the Union Pacific Railroad right-of-way located on the northeast part of the Property, from Richfield Ave. to Old Deerfield Road ("***Access Road***");

   STATUS: The applicant is proposing to mill and resurface the spur/access road along the railroad. In addition, there are portions where the road is being widened to approximately 35.5 feet near the proposed parallel parking spaces. To the north, the roadway will remain at its existing width. The Applicant depicted the easement on the plat.

2. construction of 14 off-street parking spaces in the parking lot located on the east side of Old Deerfield Road across the street from the Highland Police Department building located at 1677 Old Deerfield Road, Highland Park, IL (the "***Police Department Property***") for the use of the Highland Park Police Department and its visitors;

   STATUS: A 14-space parking lot depicted at the northwest part of the property in the final engineering plans, consistent with the preliminary plan review. Easement is depicted on the plat of re-subdivision.

3. construction of 12 parking spaces for public use on the Access Road;

   STATUS: There are 15 parallel parking spaces along the west side of the Access Road, and 12 of them will bhe within the easement for public use.

3. construction of sharrows to support bicycle traffic on (i) that portion of Old Deerfield Road adjacent to the Property and (ii) the Access Road;

   STATUS: In the Final Engineering Plans two Sharrows are identified in the northbound lane and two Sharrows in the southbound lane, in the Old Deerfield Rd. right-of-way approximately between the Property and the Police Dept.

5. construction of pedestrian crosswalks at each of the intersections of: (i) Cavell Avenue and Richfield Avenue; (ii) Winthrop Road and Devonshire Court; and (iii) Ridge Road and Devonshire Court;

   STATUS: The off-site engineering plans identify these improvements and provide final plans.

6. construction and maintenance of the West Tot Lot on the Property, which West Tot Lot will, at all times, be accessible to the public through the recordation of an easement on the Property. The West Tot Lot must adhere to CPSC Guidelines ASTM F1487 and ASTM F2223 standards;

   STATUS: The West Tot Lot is identified in the landscaping plan with playground equipment and details. The Plat depicts an access easement.

7. inclusion of at least four electric vehicle charging stations within the Property, accessible to the general public, in the locations depicted on the Site Plan; and

STATUS: The final plans identify EV charging stations that can serve two vehicles – one is located in the NW City parking lot and one at the clubhouse.

8. the allowance of reasonable use of the community room to be located within the Clubhouse by the general public for public community meetings or non-profit community organizations.

STATUS: This condition is included in the ordinance.

J. The Applicant must obtain and submit to the City a determination of No Further Remediation for the Property issued by the Illinois Environmental Protection Agency and issued in accordance with best practices, and submit proof of such No Further Remediation determination at the appropriate timing during construction of the Proposed Development in accordance with the phasing plan set forth in the Development Agreement.

STATUS: This is a condition that is provided in the ordinance.

K. Prior to the commencement of any vertical construction on the Property, the Applicant will deliver to the City Manager evidence of financial wherewithal or final and construction loan documents sufficient to cover the cost of construction of the Proposed Development.

STATUS: This condition is in the ordinance.

L. No light fixture installed on the Property as part of the Proposed Development may exceed a correlated color temperature of 3,000 Kelvin.

STATUS: This condition is in the approval documents, and also the Applicant's current exterior lighting exhibits comply.

M. The Applicant must pay an inclusionary housing fee-in-lieu for 1.2 affordable units in the amount of $222,480.00, pursuant to Section 150.2115(A)(2)(b) of the Zoning Code and calculated based on the City's current Annual Fee Resolution.

STATUS: This is a condition that is provided in the approval documents.

N. The Development Agreement must contain, among other provisions, the following provisions governing construction in addition to the standard City construction requirements:

1. strict compliance with the Occupational Safety and Health Agency's requirements concerning construction dust and debris;

2. strict compliance with the City's hours of operation for construction activity;

3. an approved route for construction traffic and construction vehicle parking; which must include a prohibition of construction traffic on Ridge Road, except as necessary to construct improvements along the west edge of the Property, on the Police Department Property and other required off-site or utility improvements; and

4. a construction phasing plan that includes a provision the requires that all portions of the Property on which construction has not yet commenced be maintained in a park-like condition.

STATUS: This is a condition that is in the Development Agreement.

O. The Applicant must provide and restrict, within the Property, 12.9-acres of open space in the areas designated on the Preliminary Development Plan as "***Open Space.***" That portion of the Open Space consisting of 10.96 acres and designated on the Preliminary Development Plan as "***Conservation Easement***" shall, in the sole determination of the City, be dedicated or donated by the Applicant to an entity designated by the City, in the City's sole discretion. The Conservation Easement will (i) be subject to, and incorporate, all comments made by the Lake County Stormwater Management Commission and (ii) allow for such encroachments as the City deems necessary to provide for a possible emergency driveway, the southern dog park, light poles, signage, the woodland path, and the West Tot Lot.

STATUS: This is a condition that is in in the ordinance.

P. At the request of the City Council, the Applicant will dedicate, at no expense to the City, land for a 26-foot wide emergency access within the Conservation Easement to the intersection of Devonshire Road and Ridge Road. The actual construction and permitting of the emergency access, if determined necessary by the City, will be at the Developer's expense.

STATUS: The easement is depicted on the Plat exhibit, and this condition is in the ordinance.

Q. The proposed woodland path on the Property must comply with the accessibility requirements of the Americans with Disabilities Act, 42 U.S. Code §12101, with materials to be determined at time of Final Plan approval.

STATUS: This conditions is in the ordinance.

R. The Development Agreement must contain a provision obligating the Applicant to conduct, at its expense, an updated professional traffic study consisting of the same scope as the existing traffic study, and obligating the Applicant to construct or perform any traffic improvements recommended by the updated traffic study. The updated traffic study must be conducted while schools are in session. The updated traffic study must be performed at the time that the Proposed Development achieves 90 percent occupancy, or at such earlier time during the construction of the Proposed Development that the City Manager, in its sole discretion, may determine is necessary and warranted.

STATUS: This conditions is in the Development Agreement.

The Development Agreement must contain a provision obligating the Applicant to conduct, at its expense, a professional traffic engineer assessment of the safety of the proposed crosswalk at the intersection of Devonshire Court and Ridge Road, and obligating the Applicant to construct or perform any traffic improvements recommended by the professional traffic engineer.

STATUS: The Applicant has provided an exhibit that is in the packet. The City has reviewed – see CivilTech's comments, and CivilTech concurs that sight distance is satisfactory in order to provide a new crosswalk at the proposed location.

S. Vehicles related to landscape maintenance and garbage collection for the Property may only access and exit the Property via the Access Road.

STATUS: This conditions is in the ordinance.

T. The height of the townhomes in the Proposed Development may not exceed: (i) 42.92 feet, as measured from the grade adjacent to the foundation of the townhome to the peak of the roof of the townhome, or (ii) 37.92 feet, as measured from the grade adjacent to the foundation of the townhome to a point that is the mean distance between the height of the peak of the roof to the height of the eaves of the townhome.

STATUS: This conditions is in the ordinance. No changes have been made to the elevations and renderings provided in the preliminary review.

U. The Applicant must construct the proposed sidewalk located within the right-of-way abutting the property located at 1636 Old Deerfield Road, Highland Park, in a manner that minimizes impact to the existing landscaping located within the right-of-way.

STATUS: The Applicant provided an exhibit depicting the proposed sidewalk going immediately up to the street and notating that the existing landscaping in the right-of-way will be preserved.

V. The Applicant must provide a tree preservation plan that includes preventative treatment plan for the two-lined chestnut borer.

STATUS: Forestry has reviewed and has no comments.

W. The Applicant must provide final engineering and other drawings and plans, as appropriate, for all changes and improvements on the Property as well as changes and improvements on the Police Department Property that are related to the Proposed Development.

STATUS: These documents have been provided and have been reviewed. There are no outstanding Public Works comments.

X. The final landscaping plan must include: (i) a landscape buffer between the proposed parking lot located at the northwest part of the Property and the 1636 Old Deerfield Road property; and (ii) additional internal landscaping within said proposed parking lot.

STATUS: The Applicant provided an exhibit depicting the proposed landscaping between the two properties and within the parking lot.

Y. The Applicant must review and incorporate comments from the Illinois Commerce Commission in Final Development Plan, or other means as appropriate, and to the City's satisfaction.

STATUS: Applicant provided their proposed changes, and the City and CivilTech reviewed. The Applicant revised, as appropriate, and their review is in Attachment 25 and complies with CivlTech's review (Attachment 26). This conditions is in the ordinance.

Z. The Applicant must provide specifications for sound mitigation measures for the townhomes nearest to the northern and eastern property lines of the Property.

STATUS: The Applicant provided an exhibit, see Attachment 8 and updated Attachment 22. This conditions is in the ordinance.

AA. The Applicant must provide an access easement for the public's use of the parking spaces on the Access Road.

STATUS: An easement is depicted on the plat.

BB. The Final Engineering Plan must depict right-of-way improvements, including paving, vehicle parking, loading, and landscaping along the Access Road, to the City's satisfaction.

STATUS: They are proposing to mill and resurface the spur/access road along the railroad. In addition, there are portions where the road is being widened to approximately 35.5 feet near the proposed parallel parking spaces. To the north, the roadway will remain at its existing width.

CC. In addition to any other costs, payments, fees, charges, contributions, or dedications required by the City's codes, ordinances, resolutions, rules, regulations, or by the Development Agreement, the Applicant must pay to the City, immediately upon presentation a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the review and processing of the plans for the Proposed Development and in connection with the negotiation, preparation, consideration, and review of the Development Agreement.

STATUS: This conditions is in the ordinance.

STAFF ATTACHMENT

TO: City Council

FROM: Community Development Department, Feb. 2, 2026

RE: **Project Q & A**

1. Has the Applicant made changes to the project?
    a. The Applicant proposed 262 units October 2024 prior to application, when the Applicant presented at a neighborhood meeting. The project was submitted for 240 units. The project was reduced to 232 and then to its now proposed 227 units.
    b. The project was submitted requesting setback relief along the north and east. All setback relief has since been eliminated. The Applicant increased north setbacks to variously 72.75' and 50' along the north.
    c. The number of parking spaces for use solely by the development was reduced from 714 to 678.
2. How is the project addressing pedestrian or bicycle traffic?
    a. As part of the public benefit, the Applicant proposes sharrows added to Old Deerfield Rd. and the spur / access road to support bicycle traffic and improved pedestrian crosswalks at Cavell and Richfield; Winthrop and Devonshire; and Richfield and Old Deerfield intersections.
    b. The Applicant proposes a woodland path running along Ridge Rd. with a public access easement for the public to use.
    c. Within the development there are sidewalks to connect all townhome units and connectivity to onsite dog park, two tot lots, open space, and the community clubhouse and pool.
3. Was a fiscal impact study provided?
    a. Yes, the Applicant provided this for the May 20 and updated for the June 24, 2025 meeting, including projected school enrollment numbers. Also, see comments from "**City Dept. & Other Agency Comments."** at the end of this report.
4. Is this project intended for rental or ownership?
    a. The Applicant has indicated that the project maybe for either rental, ownership, or a combination of both, depending on market demand.
5. What are the sale prices or rents for the market rate townhomes?
    a. The Applicant has not explicitly specified; however, the Fiscal Impact analysis includes calculation of property taxes generated based on values implied.
6. What are the sales prices or rents for the affordable (inclusionary) townhomes?
    a. Please see the Aug. 6, 2025 Housing Commission packet posting for information about affordable housing.
7. What are the size of the proposed townhome units?
    a. See the following (snip from Attachment 3 from the Aug. 26, 2025 Commission packet).

Highland Park Townhomes

Date	5-Sep-25
Phase	Schematic Design

Unit	Description	NRSF (sf)	Garage (sf)	GSF (sf)	Unit Count	
					Total	Percent
Townhome Units						
Plan A	2 Bed / 2.5 Bath	1,787	397	2,184	51	22.47%
Plan A2 - Affordable	2 Bed / 2.5 Bath	1,787	397	2,184	12	5.29%
Plan A3 - Affordable	3 Bed / 2.5 Bath	1,826	397	2,223	22	9.69%
Plan B - Interior/End	3 Bed / 3.5 Bath	2,014	438	2,452	92	40.53%
Plan C - Interior	3 Bed / 3.5 Bath	2,209	404	2,613	30	13.22%
Plan C - End	3 Bed / 3.5 Bath	2,224	404	2,628	20	8.81%
Total Townhome Units					227	100.00%
Totals					227	100.00%

8. If approved, how long will there be construction?
    a. The Applicant stated construction would be approximately 18-22 months and all construction traffic would use only the spur / access road running along the railroad.
9. What is the stormwater and drainage and grading impact?
    a. The City's Public Works Dept. has reviewed the development. Lake County's Stormwater Management Commission ("***SMC***") also reviewed. Neither objects to the project; the Applicant will have to provide final engineering if this advances to Final PUD and comply with all relevant laws for drainage and grading.
10. Was an environmental study provided?
    a. The June 24, 2025 packet includes an environmental review process the Applicant will follow in accordance with IEPA standards and regulations.
11. What open space is being provided?
    a. Sec. 150.520(R)(2) requires at least 20% common open space, as that is further regulated. The Applicant is proposing 45%; the bulk of which is along the west and south peripheries of the development, nearest the single-family neighborhoods (and is providing a conservation easement – see below).
    b. The Applicant also proposes open space disbursed within the development.
    c. The Applicant is providing a clubhouse and swimming pool amenity with open space and tot lot immediately adjacent[1].
12. How is the open space protected?
    a. Restrictive Covenant. There is a 1965 restrictive covenant on this property. Review was provided in the Aug. 26 staff report and the covenant was included as an attachment. It limits construction within 100' of the west property line abutting Ridge Rd., among other limitations.
        i. The Applicant requests the covenant be amended to allow the access on Old Deerfield Rd. 158' from Ridge Rd. The covenant requires a minimum 200' setback.
    b. PUD. If approved, the Property would be encumbered with a Planned Development, and any future changes would require amendment, per Sec. 150.545.

[1] Staff recommend the proposed clubhouse and swimming pool amenity be considered part of the Common Open Space calculation, per Sec. 150.520(R)(2)(e).

c. Conservation Easement. The conservation easement was reviewed in the July 29 staff report and the plat was included in the July 29 and Aug. 26 Commission packets. This easement is depicted on the proposed plat of consolidation and runs from the west property line (along Ridge Rd.) and southern property line right up to the townhome units along the west and south perimeter of the development. Development will be restricted within the easement area.

13. What are the Right-of-Way ("***ROW***") Improvements?

    a. The Applicant is proposing dedicated left-hand turn lanes on Old Deerfield Rd. at the Richfield Ave. intersection.

    b. In order to accommodate this improvement the ROW is being expanded west onto the Police Dept. property. Changes to the Police Dept. property will include additional signage and bollards or walls, as appropriate.

    c. The City (Police Dept.) has requested the Applicant to install an emergency-only access onto Deerfield Rd. for Police Dept. use only.

14. What are the traffic impacts?

    a. Review has been provided in various staff reports. The Applicant's traffic consultant has submitted an initial traffic impact report and has since provided several updates. The City has reviewed the reports and also had a third party independent traffic consultant, Civiltech, review the Applicant's reports. As of this report there are no outstanding comments or concerns noted by City Public Works Dept. - Engineering Division or CivilTech regarding the Applicant's traffic consultant's conclusions.

    b. The Aug. 26 staff report reviewed a third access onto Ridge Rd., summarized as having a very limited benefit, if any, on the operation of the Old Deerfield Rd. / Richfield intersection.

    c. The July 29 staff report had a summary of impacts, including analysis of direct connection onto Highway 41, using the access /spur road running along the railroad as the primary entrance, analyzing traffic from the development and need for dedicated left-hand turn lanes, analyzing a right-in and right-out only primary access on Old Deerfield Rd., provided an area intersection review, and other updates.

        i. The overall finding was as follows: Based on the results of the capacity analyses and the traffic simulations, assuming the recommended geometric improvements, all of the intersections will have sufficient reserve capacity to accommodate Year 2031 traffic volumes and will improve the overall operations of the intersection of Old Deerfield Road with Richfield Avenue.

15. What is the Inclusionary Zoning for this site (affordable housing)?

    a. Thirty-four onsite affordable units are provided, and a cash-in-lieu payment for 1.2 units is requested.

        i. The Housing Commission ("***HC***") recommending approval of a revised inclusionary housing on August 6, 2025, and is set to consider the amended thirty-four units on Oct. 8.

16. Why is the Applicant retaining a 5' to 10' strip zoned I Light Industry along the northern boundary?

    a. Refer to the July 29 and June 24 staff reports for full review. The Applicant's request to rezone does not include a 5' to 10' area along the northern property boundaries, which will remain zoned I Light Industrial.

        i. This reduces the regulatory impact to the existing businesses to the north, which are currently zoned I Light Industrial.

17. What Height[2] relief is requested?

[2] This review is per Sec. 150.202 definitions for Grade and Height.

a. The Applicant is asking for up to 6’ feet of height relief for the townhome units.
    i. The RM1 allows a maximum height of 35’.
    ii. Units and assemblies in-between northernmost and southernmost units will be between 3’-6’ in height relief.
        1. At the highest, units / assemblies on the north side of the Property (the high end of the Property) will be 41’ in height.
        2. The north side of the Property abuts I Light Industry where the max. height limit is 45’; as is the Property’s current zoning height limitation.
        3. The Property slopes down as it goes south, and height relief for the southernmost units / assemblies will need 3’, being 38’ in height.

b. Contextually, the townhomes will be between 42.75’ to 42.92’ from the peak of the roof to the grade adjacent the foundation – in other words, the 42.75’ to 42.92’ height is the height townhome units would visually appear to a pedestrian or motorist walking or driving by the units.

18. How close is the development from abutting residential homes?
    a. The setback from the southernmost townhome unit is 210.33’ from the closest property line, and the other units have a greater setback.
    b. The setback from the westernmost townhome unit is 100.1’ for one assembly and for other western assemblies is 241.75’. This does not account for a 66’ Ridge Rd. right-of-way.
19. What buffering and setback is proposed from the north property line?
    a. A 72.75’ and 50’ setback with landscaping is proposed along the north property line.
    b. An 8’ high solid fence to screen the residential use from the commercial and light industrial.
    c. Landscaping is proposed – see the updated landscape exhibit.
20. How does this development compare to the Chantilly Development in Highland Park?
    a. Refer to prior packet (Oct. 30, 2025) for updated analysis.
21. How does this development compare to the Northbrook Development at 3700 Dundee Rd.?
    a. Refer to prior packet (Oct. 30, 2025) for updated analysis.

STAFF ATTACHMENT

TO: City Council

FROM: Community Development Department, Sept. 24, 2025 / updated Feb. 4, 2026

RE: **Supplemental Report – Additional Code Review**

Inclusionary (Affordable) Housing.

- The project received prior recommendation to approve by the Housing Commission on Aug. 6. The staff report (with analysis) and attachments are here. **Exhibit P** is the approved Inclusionary Housing plan (without the plan set or renderings, as those have been updated and are elsewhere included as attachments in this packet).
- The Applicant proposes providing 34 affordable housing units and providing a cash payment-in-lieu for 1.2 units of $222,480.
    - The Applicant is scheduled for the Oct. 8 Housing Commission meeting to amend their prior Housing Commission recommendation for approval with the current unit layout and count.

Covenant and Conservation Easement.

- Currently, there is a covenant running along the west property line (along Ridge Rd.) that provides a 100' building and parking setback (per Document 1252519). The covenant requires the access along Old Deerfield Rd. be shifted north to meet a 200' setback to Ridge Rd., does not allow any access onto Ridge Rd., and will be revised, as necessary, regarding the proposed woodland path and tot lot.
    - The Applicant requests to amend the covenant to the extent it is necessary, for access to the development in order to accommodate better traffic flow on Old Deerfield Rd. and the public parking lot.
    - Additionally, the Applicant's requested amendment to the covenant will allow for the woodland trail and tot lot as proposed.
- The Applicant proposes a "Wetland Conservation Easement". That easement is depicted in the proposed plat of consolidation and runs from the west property line (along Ridge Rd.) and southern property line right up to the townhome units along the west and south perimeter of the development – meaning that the entire area proposed to be rezoned R7 plus additional area is proposed to be within this Wetland Conservation Easement.
- The Wetland Conservation Easement is described in the Plat of Re-subdivision and is granted to the City of Highland Park. The easement states, "*Without the prior written consent of the City of Highland Park said owner(s) shall not:*

  "a. place dredged or fill material; plow; mine; or remove topsoil or other materials.
  b. construct buildings or other structures.
  c. except as required to maintain the easement areas as a wetland, remove or destroy wildlife, trees or plants; mow; apply pesticides or herbicides; or remove flora or fauna.
  d. operate watercraft, cars, snowmobiles, motorcycles or any other type of motorized vehicle.
  e. hunt; trap; graze or keep livestock.
  f. place new or additional utility facilities overhead or underground.
  g. except as required to maintain the easement areas as a wetland, modify the hydrology of the easement areas, directly or indirectly, to allow more water thereon or drain water away

therefrom. as a matter of right, but not obligation, the city of highland park is hereby granted the right to enter upon said easement areas, perform any such maintenance, and/or abate, correct or remedy any such conditions or actions in or on said easement areas, and any expenses incurred by the city in the exercise of said right shall be a lien upon the lot whereon such maintenance is performed and/or such conditions or actions are abated, corrected or remedied."

- Lake County SMC has provided their model language, and the Applicant should amend to adopt the Lake County SMC language, with any amendments as appropriate. The wording may be improved and expanded to explicitly address buffers requirements for wetlands and other water features. The following language offers a more precise alternative, which can be further adapted to suit the appropriate instrument:

  "…hereby makes the following declarations as to limitations, restrictions and uses to which those areas designated as "WETLAND" and "WETLAND BUFFER" in said parcel may be put, and specifies that such declarations shall constitute protections to run with all the land, as provided by law, and shall be binding on all parties and their successors, and all persons claiming under them, and for the benefit of and limitations on all future owners in such parcel and the surrounding and downstream and upstream areas, this declaration being in compliance with applicable stormwater and drainage rules, regulations, and ordinances as specified herein:

  - Purpose. The purpose of this restrictive easement is to perpetually preserve the wetland(s) and associated buffer(s) in their natural condition. Specifically, this restrictive easement will serve to protect the wetland and buffer areas.
  - Prohibited Actions. Any activity on, or use of, the wetland and buffer that is inconsistent with the purpose of this restrictive easement is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses are explicitly prohibited *unless authorized by applicable permits*:
    - Division. Any division or subdivision of the wetland and buffer areas is prohibited.
    - Commercial Activities. Any commercial activity on the wetland and buffer areas, except for passive recreational activity, is prohibited.
    - Industrial Activities. Any industrial activity on the wetland and buffer areas is prohibited.
    - Construction. The placement or construction of any human-made structure or feature on the wetland and buffer areas including, but not limited to, buildings, fences, roads, and parking lots is prohibited.
    - Vegetation. Any cutting, mowing, plowing, or removal of trees or other vegetation in the wetland and buffer areas is prohibited, except for the cutting or removal of trees that pose a threat to human life or property. Removal of non-native vegetation from the wetland and buffer areas is permitted when conducted in accordance with a Lake County Stormwater Management Commission (SMC)-approved maintenance plan.
    - Land Surface Alteration. Any alteration of the land surface in the wetland and buffer areas is prohibited, including, but not limited to, the placement of dredged or fill material, excavation, and grading. In addition, mining of any substance that must be quarried or removed by methods that will consume or deplete the surface estate, including, but not limited to, the removal of topsoil, sand, gravel, rock, and peat, and exploring for, developing, and extracting oil, gas, hydrocarbons, or

petroleum products are all prohibited activities in the wetland and buffer areas.

- Utilities. Unless included as part of the permitted plans, no underground or overhead utility lines shall be allowed in the wetland and buffer areas, including, but not limited to sewer, water, electrical, gas, telephone, and cable television. Existing lines may remain, but any proposed maintenance work requiring intrusion into wetland and buffer areas shall require prior written authorization from the SMC, except for emergency repair of utility lines that pose a threat to human health and safety.
- Dumping. Waste, debris, and unsightly or offensive material is not allowed and may not be accumulated on the wetland and buffer areas.
- Water Courses. Natural water courses, lakes, wetlands, or other bodies of water may not be altered.
- Off-Road Recreational Vehicles. Motorized off-road vehicles—including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles—may not be operated on the wetland and buffer areas, except on designated trails shown on the permitted plans.
- Signs and Billboards. Billboards are prohibited. Signs are prohibited, except the following signs may be displayed to specifically state: 1) The name and address of the property or the owner's name; 2) the area is a protected wetland/conservation area; 3) prohibition of any unauthorized entry or use (e.g., no dumping, no mowing, etc.); or 4) an advertisement for the sale or rent of the Property.

- Term. This conservation easement is to run with the land and shall be binding on all parties and their successors and all persons claiming under them, and all public agencies, for perpetuity from the date these protections are recorded.
- Enforcement. Enforcement shall be by proceedings at law or in equity against any person violating or threatening to violate any provision either to restrain violation or to recover damages. Enforcement may be undertaken by any grantor or grantee in the chain of title, any adjoining property owner, any property owner lying downstream or upstream adversely effected by any violation or threat to violate this easement, the host municipality, the Lake County SMC, or the U.S. Army Corps of Engineers (USACE).
- Reference. This conservation easement shall be referenced on the deed or other instruments of conveyance for said property."

- Also, if approved, the Property will be encumbered by the PUD ordinance and Development Agreement. Sec. 150.545(A)(1) identifies changes to a PUD that trigger a substantial change (amendment), requiring to come back for a public hearing to the Commission and with final decision on the change to the City Council.

Stormwater.

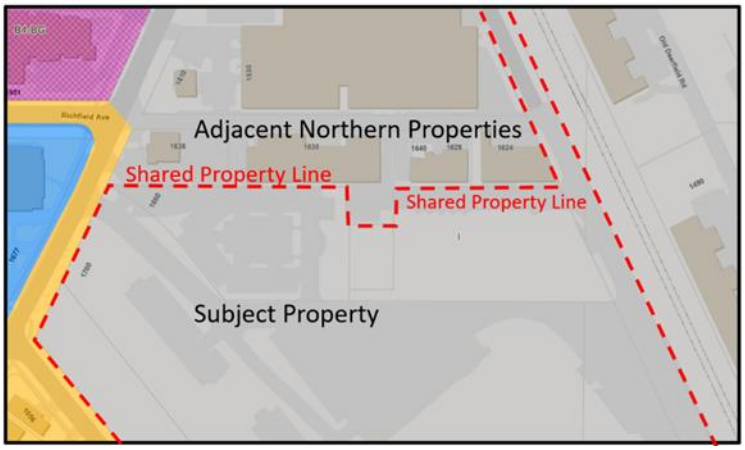
- The Applicant addresses stormwater management, and no development of the site may occur until and unless the City has received and approved related permits for drainage and grading. Final engineering documents have been provided and reviewed. City Engineering Division comments and Lake County Stormwater Management Commission ("***SMC***") comments are included with this and prior packet postings.

Environmentally Sensitive Areas.

- Per Sec. 150.520(B), a modification is required for all development within an environmentally sensitive area in accordance with the standards found in Sec. 150.510(B).
- The Applicant indicates there is a Wetland Impact at the northwest part of the development near the entrance and Old Deerfield Rd.

Analysis of North Property Line (I Zoning, PUD Triggers & Setbacks).

This review provides analysis of the impact a rezoning will have on commercial properties 1636 through 1624 Old Deerfield Rd. ("***Adjacent Northern Properties***") regarding the 1700 Old Deerfield Rd. property (the "***Subject Property***").



The Subject Property is zoned I Light Industry and the Adjacent Northern Properties are zoned I as well. However, as currently submitted the Applicant for the 227-townhome unit development for the Subject Property is proposing rezoning the northern area of the Property to RM1.

Currently, the setbacks for both properties along the shared property line are as follows:

- The shared property line is a rear yard for the Property and Adjacent Northern Properties.
- All properties are currently zoned I and therefore the setback (required yard) requirement is 0'.

Note that principal and accessory buildings can therefore be built up to the property line (0' setback) and up to 45' in height[1]. It would appear several of the commercial buildings included in the Adjacent Northern Properties may have a 0' or close to 0' setback currently.

If the Subject Property is rezoned to RM1 that will have the following impact:

- The setback requirement for the Adjacent Northern Properties per Sec. 150.705 will become 20', not 0' as it is now.
- ***However***, per Sec. 150.520(J), in the PUD requirements, the setback requirement would actually become 25' (the more restrictive between I and RM1), if per Sec. 150.505(D) any new development in the Adjacent Northern Properties requires a PUD.
- In addition, per Sec. 150.520(S)[2], redevelopment of the Adjacent Northern Properties would have to comply with, "(1) The property must include sufficient buffering from all properties that are located in a residential zoning district." In addition, "(3) Notwithstanding any provisions of this Chapter imposing a setback requirement, all structures and uses on the property must be set back a sufficient distance from all residential uses."

If the Applicant for the Subject Property development modified their rezoning thus that a strip of I was left along the Shared Property Line then setbacks would revert back to the base I requirement, per both Sec. 150.705 and Sec. 150.520(J) – 0' requirement for the Adjacent Northern Properties.

[1] In compliance with relevant building codes.
[2] Note that the Sec. 150.520(S)(1) and (3) requirements are triggered for any development within the B3 and I zoning districts. (Sec. 150.520(S)(2) is only triggered for certain Planned Developments per Sec. 150.505(D)(4))

- Sec. 150.490 provides the land use allowance tables and lists what uses are allowed in the I Light Industry District (whether by P for permitted or C for conditional). Of the non-residential districts, the I district is in general the most permissive zoning district in the City; however, some uses may require Special Use Permits – please see Sec. 150.490.
- A PUD would be triggered for any development within an I district property per Sec. 150.505(D), and as summarized here:
  - Any multi-principal building development or any single building of 25,000 sq. ft. or more of new floor area requires a PUD.
  - Expansions of or modifications to any pre-existing building which causes the building to exceed 25,000 sq. ft. of gross floor area, or if the building already exceeds 25,000 sq. ft., unless if allowed as of right pursuant to Sec. 150.402(A)(2)
  - Sec. 150.505(D)(4) would not apply as the proposed use is multiple-family.

  Additional PUD considerations for these commercial properties that abut to the north are as follows, per Sec. 150.520:
    - (J) Setbacks from the Periphery of the Planned Development. As stated in the June 24 setback analysis, the northern commercial properties would abut the I zoned strip, and so the I bulk requirements of Sec. 150.705 would apply (as if abutting a non-residential district).
    - (S)(1) applies to all B3 and I zoned properties, "The property must include sufficient buffering from all properties that are located in a residential zoning district."
    - (S)(2) – the berm requirements would not apply, as Sec. 150.505(D)(4) does not apply.
    - (S)(3) would apply, "Notwithstanding any provisions of this Chapter imposing a setback requirement, all structures and uses on the property must be set back a sufficient distance from all residential uses."
    - Conditional uses, if proposed, will still need a Special Use Permit, with public hearing consideration, as appropriate.

  Finally, a resident on the June 24 meeting brought up conformance to Sec. 150.106, "No parcel of land which is located in any residential district shall be used for a driveway, walkway, or access to a parcel of land located in a B1, B1A, B2, B2RW, B3, B4-4, B4-5, B4-6, B4-BG, B5, or I District."
    - The access / spur road running along the railroad is proposed to be rezoned to RM1 with an I buffer strip abutting the northern commercial properties. This strip will serve as a functional street to the development, and the Applicant has offered as a public benefit an easement for public ingress and egress – again, serving more as a functional street.
    - The other access to the Property is an existing easement going from 1630 Old Deerfield Rd. (a northern commercial property along the Richfield Ave. extension) to the subject Property and utilizing existing off-street parking spaces at the northwest part of the Property. This is a pre-existing condition and the flow of the traffic is one-way – the flow is from the I zoned property to the north to the subject Property (that is proposed to be rezoned to RM1 at this location, except the I strip buffer).

- The project would need a modification from Sec. 150.106 to proceed.

Comparison to Chantilly Development (Density & Parking).

- Density.
  - 1700 Old Deerfield Rd.: 7.9 units / acre (227 units proposed for a 28.6 acre site).
    - Was previously 8.4 units / acre – reduced to 8.1 then 7.9.
  - Chantilly Development: 7.8 units / acre (194 units developed on a 24.8 acre site).
- Parking. This comparison is total parking (garage parking plus any surface parking, including apron, if existing):
  - Chantilly[3]:
    - Total Parking: 2.84 parking spaces / unit.
  - 1700 Old Deerfield Rd.[4]
    - Total Parking: 2.91 parking spaces / unit (reduced from 2.95).
  - Conclusion:
    - Total Parking: 1700 Old Deerfield Rd. is providing 2.5% more total parking, per unit (a reduction from providing 4% more).
      - This is 16 spaces in proportion more.

Zoning & Design Review.

Land Use.
Per Section 150.490 the land use Multiple Family Dwellings is listed with a "P" for a permitted and is an allowed use at this location, pursuant to appropriate regulations. In the R7 zoning district Single Family and Two Family Dwellings are a "P" land use; however, no homes are proposed within the R7 area. Importantly, a Planned Development is required to do Townhomes.

Planned Development.
This PUD consideration is triggered by Sec. 150.505(A)(5), "Townhouse developments consisting of 10 or more dwelling units in any Zoning District."

Height.

- The Applicant has provided a height exhibit. The following is a height review as Height and Grade are defined in Sec. 150.202:
  - The Applicant is asking for 6' feet of height relief for the townhome units. The RM1 allows a maximum height of 35', and at the highest, units / assemblies on the north side of the Property (the high end of the Property) will be 41' in height.
    - The north side of the Property abuts I Light Industry where the max. height limit is 45'. The Property, currently zoned I, also has a 45' max. height limit

[3] Parking occurs on the private streets in Chantilly, though is not marked by striping. Therefore, staff had to estimate the amount of on-street parking based on 22' projection for parallel parking and using only one side of the streets and leaving room for hydrants and no parking near intersections. Therefore, the staff estimate will be very close to actual onsite parking but will not be exact.
[4] This total does **not** count the 26 spaces dedicated for off-site public use (the 14 spaces for the Police Dept. and the 12 spaces on the spur road for commercial businesses) nor does this count the 28 spaces within the easement in the northwest parking lot)

(the Applicant is asking for rezoning to RM1 for the townhome development area.)

- The Property slopes down as it goes south, and height relief for the southernmost units / assemblies will need 3', being 38' in height.
- At closest, the setback from the southernmost townhome unit is 210.33' from the closest property line, and the other units have a greater setback.
    - Units and assemblies in-between northernmost and southernmost units will be between 3'-6' in height relief.
- The above is review of height as Height and Grade are defined, which is a measurement of the mean height of the roof (from the ridge to the eaves, as further defined) to the Grade (of the Property, as further defined). Contextually, the townhomes will be between 42.75' to 42.92' from the peak of the roof to the grade adjacent the foundation – in other words, the 42.75' to 42.92' height is the height townhome units would visually appear to a pedestrian or motorist walking or driving by the units.
- The elevations are provided.

Design Review – Architecture.
The electronic material board is included, along with the architectural layout of the development.

- Townhomes have a mix of front and rear loaded first floor garages and are three stories in height. Whites, grays, and blacks are used. Some townhome entrances are depicted with front entrance canopies and some are depicted without. James Hardie siding, asphalt shingles, and brick veneer are proposed materials.

Landscaping.
The landscaping plan is included. A new ornamental metal, black colored, open type fence is proposed along the western side of the western townhome units facing Ridge Rd. Landscaping is reviewed in the Staff Attachment of Summary Changes.

Exterior Lighting.
Applicant complies with exterior lighting requirements of Article 6, including 3000 K CCT, pole heights, and shielding, and foot candle limits.

Subdivision Code Review.
The Applicant has provided a plat of consolidation. The proposal is for one lot ("Lot 1" on the plat); though, the plat does identify legal boundaries for the townhome assemblies. The plat provides for a proposed wetland conservation easement along the west and south sections of the Property. There is also a blanket easement proposed as a note that further defines and limits a blanket utility easement.

- The plat has frontage along Ridge Rd. and Old Deerfield Rd. Units proposed on the property will have access via easement to the public street. The Applicant is providing for easement dedications for private onsite streets.
- The Applicant is providing utility and drainage easements.

The proposed plat requires the following variations to the Subdivision Code:

- Sec. 151.004(A)(1) Lot Shapes. The plat proposes 13 sides and the requirement is a maximum of four sides. Also, as nearly as practicable, intersecting lot lines shall form right angles with each other; the plat has intersections not at right angles.

- The above variation is a pre-existing condition and the proposed plat matches those prior conditions while **not** increasing or adding to them.

- Sec. 151.008(B)(1) Sidewalks. The project is required to construct sidewalks along both sides of the street; however, the City Council may permit no sidewalk where a street is a minor arterial or minor street (where only one side needs to have a sidewalk). There is existing sidewalk along the west side of Ridge Rd. The Applicant proposes a walkway through the open space.
- Sec. 151.008(B)(7) Burial of Utility Lines. The Applicant has indicated that onsite burial will occur; however, the Applicant requests a variance to not bury abutting utilities within the right-of-way nor pay any payment-in-lieu.

Section 151.004 Minimum Design Standards			
Standard	*Requirement*	*Proposed*	*Notes*
lot shape	4 sides	Multiple - matches pre-existing	Sub. Variation
lot depth	125'	Great than.	complies
zoning density	RM1, 7,000 sq. ft. for SFD / 21,780 sq. ft. for Multi-Fam	Site is 26+ acres	complies
zoning width	RM1, 50'	width exceeds 50'	complies
creation of nonconformities	none allowed	none proposed	complies
tableland	20% or more	complies	complies
frontage on a public street	frontage required	development fronts on Ridge Rd. & Old Deerfield Rd.	complies
established property width average	NA for multi-fam district	not applicable	NA
streets and alleys and pedesterian ways	ROW dedication not required	no PW objections	complies
other public access use areas and facilities	no objections	no PW objections	complies
utility and drainage easements	easements proposed	easements proposed	complies
lot-in-depth standards	not applicable	not applicable	complies
Other Review Notes:			
flood plain	none	no flood plain on property	noted
required infrastructure improvements	sidewalks & burial of utility lines	requested variance	Sub. Variation

Pedestrian & Bicycle Review.
In the latest, updated plans, the Applicant proposes the following related to Move HP and the City's Complete Streets Policy:

- Onsite:
  - The Applicant proposes six-bike racks onsite – the specification for the bike rack is provided in the landscape plan.
  - As stated previously, the site includes 5' wide woodland trail for resident use and for public use via easement.
  - As also stated previously, the site includes 4' to 6' wide circulation sidewalks within the development, connecting building assemblies to the clubhouse and other onsite amenities and to the public right-of-way.
- Abutting the Site:
  - Old Deerfield Rd. to include sharrows abutting the Property.
  - New crosswalk and pavement striping at the Richfield Ave. and Old Deerfield Rd. right-of-way.
  - Sidewalk within the Old Deerfield Rd. right-of-way along the Property.
- Offsite:
  - Improved crosswalk at the Richfield Ave. and Cavell Ave. intersection.

- Improved crosswalk at the Winthrop Rd. and Devonshire Ct. intersection.
- Improved crosswalk at the Devonshire Ct. and Ridge Rd. intersection.

- Other:
  - The applicant has provided a traffic study addendum that provides review of pedestrian and bicycle infrastructure and impacts.

Traffic Review (this section is from Sept. 24, 2025 and refers to the Sept. 29 Council Packet).

- Traffic studies and addendums by the Applicant are organized as **Attachments 11a through 11f** in prior packet.
- CivilTech's, this City's third party reviewer, responses are in **Attachment 20** and analysis is provided in this attachment.
- What are the Right-of-Way ("***ROW***") Improvements?
  - The Applicant is proposing two dedicated left-hand turn lanes on Old Deerfield Rd. at the Richfield Ave. intersection; one northbound and one southbound.
  - In order to accommodate this improvement the ROW is being expanded west onto the Police Dept. property. Changes to the Police Dept. property will include additional signage and bollards or walls, as appropriate.
  - The City (Police Dept.) has requested the Applicant to install an emergency-only access onto Deerfield Rd. for Police Dept. use only.
- What are the traffic impacts?
  - Review has been provided in various staff reports. The Applicant's traffic consultant has submitted an initial traffic impact report and has since provided several updates. The City has reviewed the reports and also had a third party independent traffic consultant, Civiltech, review the Applicant's reports. As of this report there are no outstanding comments or concerns noted by City Public Works Dept. - Engineering Division or CivilTech regarding the Applicant's traffic consultant's conclusions.
  - The Aug. 26 staff report reviewed a third access onto Ridge Rd., summarized as having a very limited benefit, if any, on the operation of the Old Deerfield Rd. / Richfield intersection.
  - The July 29 staff report had a summary of impacts, including analysis of direct connection onto Highway 41, using the access /spur road running along the railroad as the primary entrance, analyzing traffic from the development and need for dedicated left-hand turn lanes, analyzing a right-in and right-out only primary access on Old Deerfield Rd., provided an area intersection review, and other updates.
    - The overall finding was as follows: Based on the results of the capacity analyses and the traffic simulations, assuming the recommended geometric improvements, all of the intersections will have sufficient reserve capacity to accommodate Year 2031 traffic volumes and will improve the overall operations of the intersection of Old Deerfield Road with Richfield Avenue.

From the Sept. 9 Commission report:

- **Attachment 11f** is an Addendum to the Traffic Impact Study.
  - The study was updated to reflect the Park District's West Ridge Community Center and Sherwood Elem. and Red Oak Elem. School changes.

- Summary Applicant Conclusion: "Subsequently, with the proposed intersection improvements and the fact that Year 2031 total projected traffic volumes provide for a conservative (higher-volume) analysis, the area intersections are projected to operate at a good level of service and sufficient reserve capacity is available to accommodate any additional growth in the area."
- CivilTech. "We [CivilTech] have reviewed the document provided by KLOA and do not have any comments. We agree that their analysis provides for a conservative analysis, and that the left turn lane additions at the Old Deerfield/Richfield will improve traffic operations compared to existing conditions."

From the Aug. 26 Commission Report:

- See **Attachment 11e**; the Applicant's consultant has provided additional review on a third access point located along Ridge Rd. at the Ridge Rd. and Devonshire Ct. intersection. The Applicant does **not** propose this access; this review is provided for the benefit of the consideration of this project and traffic impacts
- The study is attached in full. Summarily the study indicates a third access along Ridge Rd. would capture about 10% of the development's traffic, would reduce by less than two percent the turning movements during weekday morning and evening peak hours at the Old Deerfield Rd. and Ridge Road intersection, and would have a very limited impact, if any, on the operation of the Old Deerfield Rd. / Richfield Ave. intersection. The City's third party traffic consultant, CivilTech (comments attached within **Attachment 20)**, agrees with the Applicant's consultant.
- In addition, the access onto Ridge Rd. would require an amendment to a restrictive covenant on the property, require open space reduction, and a wetland consideration.

From the July 29 Commission Report:
This is a summary review, and the Applicant's traffic materials are included as **Attachment 11d** (a six page PDF with responses to specific questions posed about traffic and access). The City's third party reviewer, CivilTech, has reviewed all updated materials and has no comments objecting.

- Overall finding: Based on the results of the capacity analyses and the traffic simulations, assuming the recommended geometric improvements, all of the intersections will have sufficient reserve capacity to accommodate Year 2031 traffic volumes and will improve the overall operations of the intersection of Old Deerfield Road with Richfield Avenue.
- Feasibility of connecting directly to Highway 41: Providing a direct access is not possible given that the site is located over 550 feet from the highway, and in addition, railroad tracks, commercial businesses (private property), and the Skokie Valley bike path are all in-between (the site does not directly abut the highway).
- Using the access / spur road running along the railroad as primary access: Would require all development traffic to traverse commercial/industrial area; Richfield Ave. and the access/spur road are occasionally blocked due to deliveries to businesses at those locations; would require commingling of residential traffic with commercial/industrial traffic; would require additional travel for development-generated traffic, particularly the traffic traveling to/from Ridge Rd.; and would result in additional circulation along the area roadways.
- To what extent does the development trigger the need for the left-hand turn lanes proposed on Old Deerfield Rd.: for morning 13.5%, for afternoon 4.4%, and for evening 6.4% of the traffic generated turning left-bound (west) onto Richfield Ave. from Old Deerfield Rd. is generated from the development.

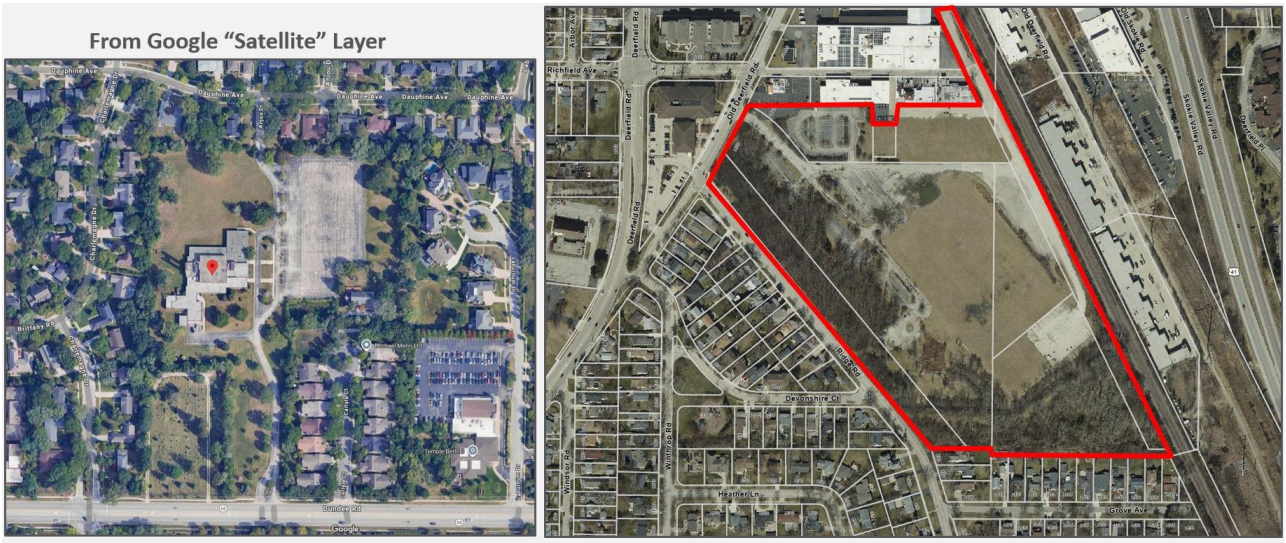
- Analyze right-in, right-out only for the proposed primary entrance: reiterated responses to the question on using access / spur road running along the railroad, as some portion of development-traffic would have to go north and turn left to come back; also, some traffic would have to go right-out and then circulate on other streets, increasing vehicular circulation in area roadways.
- Analyze additional entrance/exit onto Ridge Rd.: not preferred because will require additional impervious through wooded area and wetlands; only marginally reduce traffic on Old Deerfield Rd.; and have more impact on the residents living on Ridge Rd.
- Analyze prior traffic generated by the Solo Cup land use vs. the proposed development: The previous land use (former Solo Cup) generated between 40-56 more in/out trips during the weekday morning, afternoon, and evening peak hours compared to what is proposed now.
- General intersection review:
    - Deerfield Rd. & Richfield Ave. Intersection:
        - Current Level of Service (LOS) is C for N/S and E for W/E.
        - Projected LOS (for 2031 assuming project is completed) will remain at C. The proposed development traffic will increase the overall delay of the intersection by less than one second over no-build conditions. As such, the proposed development will have a limited impact on the operation of the intersection and no additional geometric or traffic control improvements/modifications will be necessary in conjunction with the proposed development.
    - Old Deerfield Rd. & Richfield Ave. Intersection:
        - Current LOS is B, C, and B during weekday morning, afternoon, and evening peak hours, respectively. The report acknowledges long northbound queues, sometimes extending to Ridge Rd. This is due to the existing heavy northbound to westbound traffic volumes, the current all-way stop sign control, and the lack of an exclusive left-turn lane.
        - Projected LOS for year 2031 with the development completed (and the northbound and southbound dedicated left-turn lane improvements, as proposed by the Applicant), the intersection will operate overall LOS during all three peak hours – equaling and improving current LOS. The northbound queues will be reduced from a 95th percentile queue of 270 feet under existing conditions to approximately 110 feet.
    - Ridge Rd. & Old Deerfield Rd. Intersection:
        - Current LOS of B.
        - Projected LOS continue to be acceptable with minimal increases in delay. All approaches will operate same LOS even if no-build conditions occur. The project will have limited impact on the operation of this intersection.
    - Old Deerfield Rd. & Old Skokie Valley Rd. Intersection AND Old Deerfield Rd. w/ North Access Rd.:
        - Current LOS is A.
        - Under 2031 build-out projected LOS is the same with minimal decrease in delay.

The Applicant's revised traffic impact study, in full, is **Attachment 11b.**

Northbrook Development.
Well not the subject of this proposal/development nor subject to City of Highland Park codes, several residents

have mentioned the development at 3700 Dundee Rd. in Northbrook at a former church site of a 53-unit townhome development. The Northbrook project has the following characteristics:

- Predominately surrounded and directly abutting on three sides by single-family neighborhoods and zoning. More limited but abutting a cemetery to its south and a higher order road[5].
- Proposed rezoning from an Institutional Building District to a 1 unit / 7,260 sq. ft. residential zoning district allowing townhomes.
- Setbacks from the proposed townhome units to abutting property lines of 45' along north and west; 57.2' along east; and an un-dimensioned setback along the east more than 57.2'.
- The 3700 Dundee Rd. site is below on the left, and the 1700 Old Deerfield Rd. site is on the right.



[5] Staff reviewed Northbrook reports and exhibits at this website.

HIGHLAND PARK TOWNHOMES
MCSHANE CONSTRUCTION
SITE LOGISTICS PLAN
12/11/25

CONSTRUCTION TRAFFIC SITE ENTRANCE

PRIMARY CONSTRUCTION ENTRANCE

6' High Construction Fence, Typical

PRIMARY JOBSITE TRAILER LOCATION

RIDGEFIELD AVENUE

OLD DEERFIELD ROAD

RIDGE ROAD

NORTH ACCESS DRIVE

PACIFIC RAILROAD

UNION

Old Deerfield Rd. Street Improvements

Existing Fire Hydrant

Additional Parking
26 - Industrial Exist. Prg
14 - Overall City Parking

Three Story Rear Garage Homes
19 and 21' W X 39' D

Additional Access Drive Parking

Fence Along Property Line

Industrial

RM-1

North Dog Park
PRIVATELY OWNED

Park

PHASE 1

On Street Guest Parking

Open Space

Club
5,000 SF

Patio

Pool
PRIVATELY OWNED

Tot Lot
PRIVATELY OWNED

Park
PRIVATELY OWNED

Garage Apron Parking
Front Garage Units

Wetland Buffer Line

Wetland/Tree Preserve
PRIVATELY OWNED

PHASE 2

PHASE 3

Maint. Bldg.

Tot Lot
PRIVATELY OWNED

EXISTING CREEK CULVERT

South Dog Park
PRIVATELY OWNED

Creek

R-1

R-7

Three Story Front Garage Homes
22' W X 36' D

Wetlands Buffer Line

Five Foot Woodland Trail

DEVONSHIRE CT.

Potential Future Emergency Acess

GENERAL NOTES

-Construction Trade Parking On Site.

-No Construction Traffic Ridge Rd except as necessary to construct improvements along west edge of Property, on Police Department Property, and other required off-site or utility improvements

North

0 40 80 160 320

HABITAT™

Site and HIGHLAND

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2025 BSB Design, Inc.

Burhop, Karl

Subject: FW: Significant concerns for student safety pertaining to proposed Solo Cup Development near Sherwood

From: Sarina Rosenberg Asher < >
Sent: Thursday, February 5, 2026 1:59 PM
To: Rotering, Nancy <nrotering@cityhpil.com>; cityhp <cityhp@cityhpil.com>; Burhop, Karl <kburhop@cityhpil.com>
Cc: mlubelfeld@nssd112.org
Subject: Significant concerns for student safety pertaining to proposed Solo Cup Development near Sherwood

[EXTERNAL EMAIL]

Dear Nancy Rotering and Highland Park City Council,

The purpose of this letter is to outline reasonable accommodations and meaningful compromises that we believe should be considered, and can be agreed upon, by the developer (Habitat), the City, and neighborhood residents, regarding significant concerns about the proposed Habitat development at the former Solo Cup site.

It is important to acknowledge that a substantial majority of southwest Highland Park neighborhood residents — many of whom are unable to attend public meetings due to work, childcare, and other obligations — are deeply invested in and closely monitoring this process. Through our numerous conversations with our neighbors, we feel confident that the viewpoints and comments expressed here reflect the consensus of the vast majority of local residents.

Zoning
We urge that the property be zoned R-7, which is specifically designed for townhome developments, rather than adopting a split RM1/R7 zoning. The request for split RM1/R7 zoning appears to be a strategy to permit a much higher development density than R-7 zoning would typically allow. While development agreements, easements, and covenants can be amended, rezoning to R-7 would require any future changes to undergo a new rezoning process and PDC public hearings. Notably, recent council meetings have included PUD amendments, one of which proceeded without public hearings. An assertion that alternative arrangements offer the same level of protection as R-7 zoning is misleading. We believe that making future changes more challenging is more protective of and, therefore, more beneficial for, the local community. **Approving R-7 zoning with variances, rather than a split RM1/R7 approach, is both a reasonable accommodation and a meaningful compromise.**

Density
Should the City Council approve R-7 zoning and wish to allow a total of 227 units—a 27.5% increase above the 178 units typically permitted under R-7 zoning—a variance for this higher density should be considered. Residents strongly feel that 178 units should suffice, and that increasing the total up to a maximum of 200 units (a 12.5% increase over R-7's normal allowance) would be a meaningful compromise. The developer has also requested a height variance -- which further increases density – and which is not currently being contested. We strongly urge that the City Council seriously reconsider the neighbors' concerns and approve a variance for the minimum number of units deemed appropriate. **Approving density as a variance from R7 zoning represents both a reasonable accommodation and a meaningful compromise.**

Traffic Management – Driveway Across from Police Station
We propose that the City Council require the driveway across from the police station be designated as right-turn-only, both for entry and exit, not just during peak morning and evening hours. A similar arrangement exists at the Chantilly townhome development in Highland Park, which has maintained a right-turn-only entrance and exit without issue for decades. There is **no reason whatsoever** to expect that this development would face challenges with a similar arrangement. **Limiting the driveway to right-turn-only would significantly decrease traffic and the chance of accidents for those turning right from Ridge onto Old Deerfield.**

Devonshire Crosswalk to be REMOVED from project
Residents with extensive experience at the intersection of Devonshire and Ridge believe this location is unsafe for a crosswalk due to a large curve in the road that reduces visibility. Residents know that despite speed limits and a double yellow line, it is not uncommon for cars to be either speeding and/or passing as they come around this curve. There will certainly be an increase in the northbound traffic on Ridge Road for traffic going into the Habitat development because of the direct connection to Lake Cook Road.

One of the neighborhood residents who lives on Ridge Road, was hit by a car at a pedestrian school crossing on Ridge Road. The driver was speeding, as many cars do on Ridge Road. This crosswalk was requested by the Park District specifically to provide convenient access to Devonshire Park. However, Mooney Park — a larger park with more amenities — is also less than a quarter mile from the development and offers safe walking paths with appropriate street crossing controls, including both stop signs and stop lights. We strongly request that the proposed Devonshire crosswalk be REMOVED from the plan. As this crossing was not part of the developers plan but was included at the Park District's request, its removal certainly represents a reasonable accommodation.

Lastly, as a parent of school aged children in this neighborhood, we are highly concerned about the increase of traffic to Ridge Road and the safety of our children. When D112 moves our neighborhood back to Sherwood school next fall, we will once again be asked to have our young children walk to school. Yet, there are no crossing guards provided at Clavey Road. Nor does there seem to be any effort by the city to curb the continued issues with speeding cars down Ridge Road. This proposed development will only lead to more traffic on Ridge Road.

Conclusion
We urge, as strongly as possible, our representatives on the City Council, to:

-
-
- recognize and acknowledge both the
- **reasonableness and the significance**
- of these proposed accommodations and compromises,
-
-
-
- **include these accommodations and compromises as conditions in any final approval**
- of the proposed development,
-
-
-

- **encourage Habitat to incorporate these accommodations and compromises**

- **now**,

- into the “final” plans that it is preparing to submit to the City for review and approval, and
-

On behalf of all my neighbors we thank the members of our City Council for seriously considering our perspectives, our recommendations, and our requests.

Thank you,

Sarina Asher
1775 Lawrence Lane

--
Sarina Rosenberg Asher

Burhop, Karl

Subject: FW: 1700 Deerfield rd.

-----Original Message-----
From: David Bierman < >
Sent: Thursday, February 5, 2026 1:33 PM
To: Burhop, Karl <kburhop@cityhpil.com>
Subject: 1700 Deerfield rd.

[EXTERNAL EMAIL]

Hi Karl-

I'm aware the planning has been going on for quite some time. But my wife and I are now getting exposed to the plans for 1700 Deerfield Rd.

The total number of units of 228 provides serious concern. We would support a lower density development.

My main concern stems from:
1. the amount of traffic that will come up and down ridge road 2. The already full sherwood school. This year the school has 4 kindergarten classes. And I expect more cohorts of this size in future years. Many families that now select dual language program at red oak will no longer select dual language because the school location is no longer 'in the neighborhood'.

Please reconsider the density of the development.

Please let me k ow if there is a better way to share my concern.

Thank you,

David Bierman
62 Acorn Lane
highland Park IL 60035

Burhop, Karl

Subject: FW: Crosswalk and easement for future emergency access road with old Solo Cup property

From: Laurie BROUTMAN < >
Sent: Thursday, February 5, 2026 8:26 PM
To: Burhop, Karl <kburhop@cityhpil.com>
Subject: Crosswalk and easement for future emergency access road with old Solo Cup property

[EXTERNAL EMAIL]

Hi Karl,

I appreciate so much how you listened to the concerns of the Highland Park community and recommended that one of the conditions of the approval of the Highland Park City Council of The Habitat Company's Development Proposal of 1660 and 1700 Old Deerfield Road be that Illinois EPA needs to approve the Remediation Action Plan, any Remediation Completion Action Reports, and a No Further Remediation Letter from Habitat regarding 1660 and 1700 Old Deerfield Road.

To my knowledge, one Highland Park councilmember (Councilman Ross) is asking for an easement for a possible future emergency access road at Devonshire Court and Ridge Road going into the development of 1660 and 1700 Old Deerfield Road (old Solo Cup property). Neither the fire or police departments feel it's necessary or warranted. The developer isn't asking for it.

The city of Highland Park wants a crosswalk at Devonshire Court and Ridge Road, so people can walk out of the 1700 Old Deerfield Road development down Devonshire Court to Devonshire Park. This is a dangerous place to put a crosswalk because cars speed on Ridge Road and site lines are obscured as cars travel north on Ridge road approaching Devonshire Court.

I am concerned about the safety and traffic effects of such an access road and crosswalk. Consequently, I am opposed to the easement for a possible future emergency access road at Devonshire Court and Ridge Road going into the development of 1660 and 1700 Old Deerfield Road and the crosswalk at Devonshire Court and Ridge Road.

Best,
Laurie Broutman

BECKER GURIAN

Clarity in Commercial Real Estate Law

Jeffrey B. Gurian
[redacted]

VIA E-MAIL

February 5, 2026

nrotering@cityhpil.com
alidawer@cityhpil.com
yross@cityhpil.com
ablumberg@cityhpil.com
bbruckman@cityhpil.com
jcenter@cityhpil.com
atapia@cityhpil.com

c/o City of Highland Park
City Hall
Highland Park, IL 60035

Re: Solo Cup Factory Property

Gentlemen & ladies:

I would like to voice my continued support for Habitat's proposed redevelopment of the former Solo Cup Factory site.

As a longtime business owner in Highland Park, I wanted to share my continued support for Habitat's proposed redevelopment, which will add much-needed housing to the community at prices that could allow young families, empty nesters and, hopefully, some of our public workers to live in the community.

I urge you to please continue to support Habitat's proposed redevelopment of the former Solo Cup Factory site, which will be a much more attractive and beneficial use of that property than a cement plant, trucking company or water treatment facility.

Very truly yours,

Jeffrey B. Gurian

JBG:jat

Sandy & Art Lurie
1016 devonshire ct., highland park, il 60035

February 5, 2026

Mayor Nancy R. Rotering
Highland Park City Council
Highland Park City Manager
Senior City Planner
Park District of Highland Park
Engineering Dept. of Highland Park

Solo Cup Development
TWO IMPORTANT ITEMS REGARDING THE SAFETY OF OUR NEIGHBORHOOD AND STREETS THAT WE STRONGLY OPPOSE AND WOULD LIKE THE CITY TO REMOVE FROM THE DEVELOPMENT

Item One: Devonshire Court/Ridge Road proposed Crosswalk
Item Two: Proposed Conservation Easement for possible Future Access

To Mayor Rotering, Highland Park City Council,

We respectfully request you, our elected representatives, to please consider the following reasons to remove the above items from the final development plans, for the reasons stated below.

ITEM ONE: DEVONSHIRE COURT AND RIDGE ROAD CROSSWALK
Highland Park and their Terrible, Horrible, no Good, very Bad Crosswalk
We'd like to know why the City is so insistent on this feature? Can you Please answer that question.
We feel the City of Highland park, our Governmental body, is creating an **Irresponsible Danger** on Ridge Road at Devonshire Court that has never existed, **EVER**.

1. Public Benefit

We feel you are trying to create a "Public Benefit" where there is none, for the sake of saying you gave the neighborhood a public benefit. If you are trying in some strange way of connecting this development to the community, this was not the way to do it. The City had the chance to create something meaningful that would be integrated into the neighborhood but missed that chance.

Sec. 150.515. - Public Benefit.

(A)
Public Benefit Defined. For purposes of this Article only, "public benefit" means an amenity provided in the form of an improvement, donation or dedication that is not otherwise required as part of the development process and that serves the residents of the Planned Development and the community at large.

Are you aware that **NONE** of the developments' amenities are open to the "Community at large", not the Dog parks, not the Tot parks. Why exactly are you defining this as a public benefit when entry

out of the development at Devonshire benefits **only** the development residents? Devonshire Park is easily accessible by two short **SAFE PATHS, with Stop Signs, intersections and appropriate curbs,** and Moody Park is just as close.

2. Sight Lines, Stoping Time, and Curves

It is the very definition of Ridiculous to place a crosswalk in the Middle of Ridge Road, one of the busiest most travelled streets in the city of Highland Park. When we first heard it suggested we thought, that's nuts, that will never happen.
The neighbors who live on Devonshire and on Ridge, **COMPLETELY** understand the **Behavior** of the **Daily** traffic that drives South and North on Ridge, and East and West on Devonshire . KLOA does **not**. This is a daily issue; When traffic is backed up on Ridge going North, which frequently happens, add into the mix School Buses backed up waiting ; it puts children in an especially dangerous position to cross both East and West. You are putting them in a **precarious** situation. It is **Far safer** to not offer that option so they can cross at the existing safe intersections with appropriate stop signs.

KLOA traffic "experts" talk about "feet from curve to crosswalk" [PUD Report Attachment 3] but have **NO** idea of the daily traffic behavior. Drawing straights lines on their exhibit shows and explains NOTHING.
Why can't you seem to Grasp this? Now, they want to move the crosswalk, 23 feet CLOSER to the curve, they say due to grading issues, which makes no sense.
Our city government is supposed to protect us, not expose us to unnecessary danger.
What safety measures are you putting in place there?
Please, Please, abandon this Unnecessary Crosswalk that gives nothing to the "community at large" except **Danger** to the children.

ITEM 2 : CONSERVATION EASEMENT FOR FUTURE EMERGENCY ACCESS ROAD, AT DEVONSHIRE AND RIDGE ROAD.

ONE Councilman asked for an easement for a possible future street to be built at Devonshire and Ridge going into the development. Why? Please explain how this was granted strictly on the request of **ONE** person. The very definition of preposterous.
Neither the Fire nor Police departments feel it's necessary nor warranted nor requested it.
Though it says for "Emergency Access" when this development is sold to another investor, and it will be, as I've confirmed, it opens the door to install a street for anyone. Furthermore there is absolutely **zero** need for it. There are two other access points closer to any emergency traffic needing to access the development. This would have massive **traffic** , **safety,** and **disruptive effects** on the entire community

Further more please understand If you allow this, Unwanted and Wholly Unnecessary Easement to go forward it will be the ultimate **INSULT** to an entire community that has repeatedly come before this body requesting reasonable accommodations during the ten month process and received nothing; a last insult that will be hard to recover from.

We again urge our Mayor and Representatives on the City Council to recognize both the reasonableness and the significance of these very serious requests.

We, the signers of this letter, Neighbors of the Devonshire / Ridge /Winthrop/Heather/Grove Corridor, and others, are here once again, to implore our city government to truly listen to the residents whose lives are most directly impacted.

Respectfully,

Sandra Lurie
Art Lurie
Rena Cohn
Sunny Cohn
Lisa Radin
Ken Tatz
Franny Kaplan
Ed Kaplan
Dave Bierman

Laurie Brautman
David Brautman
Lena Saed
Farzad Saed
Josh Asher
Sarina Asher
Michael Tarnoff
Eileen Tarnoff

Michelle Genser
Alex Genser
Richard Bolnick
Marsha Bolnick
Susanna Miller
Igor Miller
Amy Caplan
Joe Caplan

Burhop, Karl

Subject: FW: Public Comment: 1700 Old Deerfield Rd Redevelopment

On Feb 5, 2026, at 10:41 AM, Jeff Malk < > wrote:

[EXTERNAL EMAIL]

Dear Members of the City Council,

I am writing to express my continued support for adoption of the ordinance allowing for the proposed townhome development on the former Solo Cup property.

The rezoning represents a thoughtful, residentially compatible use of the site and meaningfully improves upon previously permitted industrial outcomes that would have posed greater traffic, noise, and operational impacts on the surrounding neighborhood.

The project advances the City's goals for attainable and inclusionary housing, preserves significant open space beyond required minimums, which includes public access, and supports long-term neighborhood stability and economic vitality.

I respectfully encourage the City Council to approve the ordinance as a positive step toward responsible land use and inclusive growth in Highland Park.

Thank you for your time and consideration.

Sincerely,

Jeff Malk
50 Roger Williams Avenue
Highland Park, IL

Jeffrey Malk
CRM Properties Group, Ltd.
740 Waukegan Road, Suite 300
Deerfield, IL 60015

Burhop, Karl

Subject: FW: Approve Solo Cup Development

From: Daniel Kaufman < >
Sent: Thursday, February 5, 2026 10:29 PM
To: Rotering, Nancy <nrotering@cityhpil.com>; Blumberg, Tony <ablumberg@cityhpil.com>; mbruckman@cityhpil.com; Center, Jon <jcenter@cityhpil.com>; Lidawer, Annette <alidawer@cityhpil.com>; Ross, Yumi <yross@cityhpil.com>; Tapia, Andres <atapia@cityhpil.com>
Cc: Neukirch, Ghida <gneukirch@cityhpil.com>
Subject: Approve Solo Cup Development

[EXTERNAL EMAIL]

Dear Mayor Rotering and Members of the City Council,

I am reiterating my full support for the proposed Solo Cup development for the reasons I noted in my email below and when I appeared before the City Council about this matter. Unfortunately, I cannot express my support in person during the City Council meeting on Monday because I will be teaching a class.

In short, you have a rare opportunity to make a longstanding impact on Highland Park by meeting a critical need for housing, fostering economic development, and turning this vacant property into a wonderful asset for many years to come. So please bring this huge win for our community across the finish line.

Thanks so much.

Best,
Dan

Daniel A. Kaufman
Partner
Pronouns: He/Him/His/Himself | bio

Michael Best
Michael Best & Friedrich LLP · A LexMundi Member
www.michaelbest.com



From: Daniel Kaufman
Sent: Wednesday, September 24, 2025 2:10 PM
To: Rotering, Nancy <nrotering@cityhpil.com>; 'ablumberg@cityhpil.com' <ablumberg@cityhpil.com>;

'mbruckman@cityhpil.com' <mbruckman@cityhpil.com>; 'jcenter@cityhpil.com' <jcenter@cityhpil.com>; 'alidawer@cityhpil.com' <alidawer@cityhpil.com>; 'yross@cityhpil.com' <yross@cityhpil.com>; 'atapia@cityhpil.com' <atapia@cityhpil.com>
Cc: Ghida Neukirch (gneukirch@cityhpil.com) <gneukirch@cityhpil.com>
Subject: Approve Solo Cup Development

Dear Mayor Rotering and Members of the City Council,

I wholeheartedly support the proposed Solo Cup development. Unfortunately, I will be out of town on business and cannot express my support in person during the City Council meeting on September 29th.

As I mentioned during the Plan & Design Commission's discussion of this proposed development on September 9th, one of the hallmarks of Highland Park is our ongoing commitment to progress and meeting the needs of our community. I was very aware of that when I served as a City Councilman and continue to be aware of that significant characteristic of our community.

This thoughtful development presents a golden opportunity to meet the huge demand for middle market housing in Highland Park. We are fortunate to have a strong demand for housing. It is great that families and individuals want to move to and stay in our community. Think what new residents in the 227 units in this development would add to our community for those who live, work, and do business here, including significantly impacting our economic development and community vibrancy.

I understand traffic can be a concern; residents often raised that concern when we were considering developments while I served on the City Council. The traffic study conducted for this development has addressed and allayed that concern. Moreover, I recall residents' concerns about the potential traffic related to other developments not materializing after those developments were approved and built while I served on the City Council.

So let's seize this opportunity for smart growth and transform this property, which has been vacant too long, into a great asset for Highland Park for many years to come. I urge you to approve this development so that we can help meet the critical need for housing, foster economic development, and move forward as a community

Thank you for your consideration.

Best,
Dan

Daniel A. Kaufman
Partner
Pronouns: He/Him/His/Himself
bio

Michael Best
Michael Best & Friedrich LLP · A LexMundi Member
www.michaelbest.com

Email Disclaimer

****
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Friday, February 6, 2026 8:50 AM

Mayor and Council-

I am writing today to support a yes vote to approve the final plans for the Solo cup property. After nearly a decade of bad proposals, habitat has come forward with the most realistic chance for success for this parcel.

I admit that my motivation for writing is somewhat driven by the alternative. Should the council vote no, this sends a very negative signal to neighbors, businesses, and developers. A no vote reaffirms the very worst of Highland Park - that a few vocal parties could claim to speak for the majority, that we as a municipality make it difficult for business to get done here, and that our commissions and staff must somehow be wrong when they've extracted changes, concessions, and (in the case of PDC) spent days of volunteer time endeavoring to make this the best possible plan. One on which you've already voted in favor.

By no means do I fully support every aspect of this plan. KLOA is a terrible traffic consultant and has ignored all aspects of non motorized transportation or congestion fears. Some of the businesses that have the most to gain from this project have erected artificial and unnecessary barriers to being good neighbors, as if they are entitled to zoning a certain way just because they bought a property. The developer has played cat and mouse over rental plans.

Yet I'd like to think my track record for looking after the neighborhood where I live and grew up is pretty solid. I was against the D112 middle school campus for all the chaos it would have injected to SWHP. I was one of the lone neighbor voices in support of Highland Park Community pre-school, which turns out to have been a lovely alternative to that middle school plan. I pushed the park district to maximize the redevelopment at West Ridge which added the first new or redeveloped government facility to the west side since the police station, even with my personal attachment to my first elementary school.

There will never be a more neighborhood-friendly proposal than the one that you've already approved and is before you for final vote Monday. The land is zoned industrial - the neighbors who bark about this plan stand to be looking at far worse. I would much rather see this go forward with the right oversight and conditions than go back to square one. Not only won't we get it this good, top tier developers like Habitat will go back to treating highland park as a no fly zone.

Thank you.

—Ed Brill
669 Ridge Rd

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Karl Burhop, Senior Planner

Department: Community Development Department

Title: A Resolution Approving a Development Agreement (1660 and 1700 Old Deerfield Road)

Recommendation:
Staff recommend approval of this Resolution granting and authorizing a Development Agreement for the property 1660-1700 Old Deerfield Rd. Refer to the staff report for additional analysis with the Planned Development item.

Policy Consideration:

Core Priorities:

Economic Development & Vibrancy
This development will create temporary jobs, support permanent jobs, increase tax revenue, and provide additional customers for local businesses.

Environmental Sustainability
The development includes 12.9 acres of open space, of which 10.96 acres will be subject to a conservation easement.

Attachments:

1. DA Resolution
2. DA Resolution - Exhibit A - Development Agreement
3. DA Exhibit A - Legal Desription of the Property
4. DA Exhibit B - Public Improvements
5. DA Exhibit C - Form Letter of Credit
6. DA Exhibit D - Insurance Requirements
7. DA Exhibit E - Transferee Assumption Agreement
8. DA Exhibit F - Lender's Consent and Subordination
9. DA Exhibit G - Restrictive Covenant

10. DA Exhibit H - Affordable Unit Declaration
11. DA Exhibit I - Amendment to Restrictive Covenant
12. DA Exhibit J - Phasing Plan
13. DA Exhibit K - Sound Attenuation Study
14. DA Exhibit L - Site Illustrative Plan and Quantitative Summary

City of Highland Park

Resolution No. _____

A Resolution Approving a Development Agreement
(1660 and 1700 Old Deerfield Road)

WHEREAS, the Habitat Company LLC ("***Developer***") is the contract purchaser of that certain parcel of real property consisting of approximately 28.61 acres, and commonly known as 1660 and 1700 Old Deerfield Road, Highland Park, Illinois ("***Property***"); and

WHEREAS, on _____ __, 2026, the City Council adopted Ordinance No. _____, granting, among other things, a special use permit for a planned development for the Property ("***Special Use Ordinance***"); and

WHEREAS, the Special Use Ordinance requires that the City and the Developer, or an entity to be formed by the Developer that actually takes title to the Property enter into a development agreement governing the use and development of the Property ("***Development Agreement***"); and

WHEREAS, the City Council has determined that entering into the Development Agreement with the Developer or the applicable successor developer will serve and be in the best interest of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION TWO: APPROVAL OF DEVELOPMENT AGREEMENT. The Development Agreement is hereby approved in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Manager and the Corporation Counsel.

SECTION THREE: EXECUTION OF DEVELOPMENT AGREEMENT. The City Manager and the Deputy City Clerk are hereby authorized and directed to execute and attest, on behalf of the City, the Development Agreement, but only upon receipt by the City Clerk of at least one original copy of the Development Agreement executed by the Developer or the applicable successor developer.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the City Council.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

RESOLUTION NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

Development Agreement

EXHIBIT A

Development Agreement

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Steve M. Elrod
Elrod Friedman LLP
350 North LaSalle Street
Second Floor
Chicago, IL 60654

Above Space For Recorder's Use Only

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF HIGHLAND PARK

AND

[THE HABITAT COMPANY LLC][1]

(1660 AND 1700 OLD DEERFIELD ROAD)

DATED AS OF _____ ___, 2026

[1] The name will be replaced with, and the document will be executed by, the to-be-formed entity that actually takes title to the Property.

Development Agreement
Between
The City of Highland Park
and [The Habitat Company LLC]
(1660 and 1700 Old Deerfield Road)

THIS DEVELOPMENT AGREEMENT (***"Agreement"***) is made as of the __ day of _____, 2026, by and between the **CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation (***"City"***), and [**THE HABITAT COMPANY LLC]**, a Delaware limited liability company (***"Developer"***).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's home rule powers, the parties hereto agree as follows:

SECTION 1. RECITALS.

A. The Property commonly known as 1660 and 1700 Old Deerfield Road, Highland Park, Illinois, is located in the RM1 Medium-To-High Density Residential District of the City ("***RM1 District***"), the R7 Single- and Two-Family Residential District of the City ("***R7 District***"), and the I Light Industrial District of the City ("***I District***"), consists of approximately 28.61 acres, and is legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement ("***Property***"); and

B. As of the Effective Date, Developer is the owner of the Property.

C. On _____, 2026, the Corporate Authorities adopted the Special Use Ordinance to allow for the construction and maintenance of the Development.

D. As a condition of the Special Use Ordinance, Developer is required to enter into this Development Agreement with the City.

E. The Corporate Authorities have determined that the development of the Property pursuant to and in accordance with this Agreement would further enable the City to regulate the development of the Property.

F. As provided in, and as a condition of, the Development Approvals, Developer has agreed to execute this Agreement to provide that the Property be developed only in compliance with this Agreement and the Development Approvals.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context. All capitalized terms and phrases in this Agreement have the meanings set forth in the preamble above and in this Section or elsewhere in this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the City Laws.

***"Affordable Unit(s)"*:** Any residential dwelling unit or units designated for Affordable Housing, as that term is defined by Section 33.1133(A) of the City Code, as a result of the development of the Property and pursuant to the Inclusionary Housing Regulations.

***"Affordable Unit Declaration"*:** The "Affordable Unit Declaration of Covenants, Conditions, and Restrictions" in substantially the form as the applicable templates attached to this Agreement as **Exhibit H**, subject to modification acceptable to the City Manager and the Corporation Counsel, to be executed by Developer and recorded against each Affordable Unit pursuant to the Inclusionary Housing Regulations and Section 7.B.2 of this Agreement.

***"Building Code"*:** Chapter 170 of the City Code.

***"City Code"*:** "The Highland Park Code of 1968", as amended from time to time.

***"City Laws"*:** The City Code, the Zoning Code, the Subdivision Code, and all other City laws, codes, ordinances, resolutions, rules, regulations, and policies.

***"Clubhouse"*:** That certain Structure on the Property with a resort style-pool and outdoor garden to be constructed, used, and maintained in the Common Areas of the Development.

"*Common Areas"*: All of the areas of that are not within any of the dwelling units to be constructed on the Property, as depicted on the Final Development Plan, together with any and all improvements on the Property.

***"Corporate Authorities"*:** The Mayor and City Council of the City.

***"CTM Plan"*:** Defined in Section 6.F.1 of this Agreement.

***"Development"*:** Described and defined in Section 3.A of this Agreement.

***"Development Approvals"*:** The Map Amendment Ordinance, the Special Use Ordinance, and the Final Plat Resolution.

***"Effective Date"*:** The date of execution of this Agreement by all of the Parties, as set forth in the first paragraph of page one of this Agreement.

***"Events of Default"*:** Defined in Section 14.A of this Agreement with respect to Developer and in Section 14.B of this Agreement with respect to the City.

***"Final Development Plan"*:** The plans and specifications for the Development approved and defined in Section 3 of the Special Use Ordinance.

***"Final Engineering Plan"*:** The engineering plan approved by the Special Use Ordinance, and deemed to be incorporated in, and made a part of, the Final Development Plan.

"*Final Inclusionary Housing Plan*": The inclusionary housing plan approved as part of the Special Use Ordinance.

***"Final Landscape Plan"*:** The landscape plan approved by the Special Use Ordinance, which landscape plan is deemed to be incorporated in, and made a part of, the Final Development Plan.

"***Final Plat Resolution***"**:** Resolution No. _____, adopted by the Corporate Authorities on _____ __, 2026, approving the Final Plat of Subdivision.

"***Final Plat of Subdivision"*:** The plat of subdivision for the Property, approved by the Final Plat Resolution.

***"Guarantee"*:** Defined in Section 10.A of this Agreement.

***"Housing Commission"*:** The Highland Park Housing Commission, an Illinois municipal corporation established pursuant to Article XI of Chapter 33 of the City Code, along with the Housing Commission's authorized agents and designees.

***"Improvement Construction Schedule"*:** The schedule for construction of Improvements, as described in Section 5.A.3 of this Agreement.

***"Improvements"*:** The on-site and off-site improvements to be made in connection with the development of the Property, as provided in Section 5 of this Agreement, including, without limitation, the Public Improvements to be installed pursuant to the Final Development Plan.

"*Inclusionary Housing Regulations*": Article XXI of Chapter 150 of the Zoning Code.

***"Indemnified Claims"*:** Defined in Section 11.C of this Agreement.

***"Letter of Credit"*:** The performance security required by Section 10.A of this Agreement, in the form attached as **Exhibit C** to this Agreement.

***"Maintenance Guarantee"*:** Defined in Section 10.D of this Agreement.

***"Map Amendment Ordinance"*:** Ordinance No. ____, adopted by the Corporate Authorities approving a zoning map amendment for the Property.

***"Parties"*:** The City and Developer, collectively.

***"Person"*:** Any corporation, partnership, individual, joint venture, limited liability company, trust, estate, association, business, enterprise, proprietorship, governmental body or any bureau, department or agency thereof, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the above.

***"Property"*:** Defined in Recital A of this Agreement.

***"Public Improvements"*:** Those Improvements that will be dedicated to, and accepted by, the City, including, without limitation, the Public Improvements identified in **Exhibit B**.

***"Public Improvements Standards Manual"*:** The "City Engineering Standards Details," as amended from time to time.

***"Requirements of Law"*:** All City Laws and all other applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of any federal, state, or local government or governmental agency with jurisdiction over the Property, each as may be amended from time to time.

***"Site Restoration"*:** Site restoration and modification activities to establish a park-like setting suitable for passive outdoor recreational activities, including without limitation, demolition

of partially constructed improvements and Structures, regrading, erosion control, and installation of sod or seeding.

***"Special Use Ordinance"*:** Ordinance No. ____, adopted by the Corporate Authorities and as may be amended: (i) approving a special use permit for a planned development for the Property; (ii) approving a special use permit in the nature of a conditional use permit to allow a portion of the Property located along Old Deerfield Road to be used as a freestanding off-street parking lot; (iii) approving the Final Development Plan for the Property; (iv) granting zoning modifications within the approved planned development; and (v) approving the Final Inclusionary Housing Plan.

***"Stormwater Improvements"*:** The Improvements depicted on the Final Engineering Plan: private storm sewers, related equipment, appurtenances, Structures, swales, and storm drainage areas installed and maintained on the Property to ensure adequate storm water drainage and management and to collect and direct storm water into the City storm sewer system or the Wetland Waters of the US 5, as applicable.

"Structure": Anything constructed or erected, the use of which requires more or less permanent location on the ground, or anything attached to something having a permanent location on the ground, but not including paving or surfacing of the ground. Structure will in all cases be deemed to include, without limitation, the 48 townhouse-style residential Structures, the Clubhouse, the two tot lots, the two dog parks, the maintenance building, and the off-street parking facilities to be constructed on the Property, as part of the Development.

***"Subdivision Code"*:** Chapter 151 of the City Code, as amended from time to time.

***"Uncontrollable Circumstance"*:** Any of the following events and circumstances that materially change the ability of Developer to carry out its obligations under this Agreement:

a. a change in the Requirements of Law, other than an action taken by the City pursuant to Section 15.A.3 of this Agreement;

b. insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;

c. epidemic or pandemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions that actually prevent the performance of work, or other similar Act of God;

d. governmental condemnation or taking other than by the City; or

e. strikes, lockouts, or labor disputes, other than those caused by the unlawful acts of Developer, its partners, or affiliated entities.

Uncontrollable Circumstance does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; or (ii) economic hardship, impracticability of performance, commercial, economic, market conditions, increased taxes or tariffs, or a failure of performance by a contractor (except as caused by events that are Uncontrollable Circumstances as to the contractor).

***"Vertical Construction"*:** The construction of any portion of a Structure above grade level.

***"Zoning Code"*:** The "City of Highland Park Zoning Ordinance of 1997", as amended from time to time.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, feminine or neutral pronouns are to be substituted for those masculine in form and vice versa, and plural terms are to be substituted for singular and singular for plural, in any place in which the context requires.

2. Headings. The headings, titles, and captions in this Agreement are used only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement or any of the substantive provisions of this Agreement.

3. Calendar Days; Calculation of Time Periods. Unless otherwise specified in this Agreement, references to days in this Agreement are to calendar days. Unless otherwise specified in this Agreement, in computing any period of time under this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period will run until the end of the next day which is not a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central Prevailing Time.

4. Compliance and Conflict with Other Requirements. Unless otherwise specified in this Agreement, if there is a conflict between this Agreement and any plan, document, or Requirement of Law referenced in this Agreement, the plan, document, or Requirement of Law that provides the greatest control and protection for the City, as determined by the City Manager, will control. All of the provisions in this Agreement, and all referenced plans, documents, and the Requirements of Law are to be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement either specifically or in context.

SECTION 3. APPROVAL OF DEVELOPMENT.

A. On _____, 2026, the Corporate Authorities adopted the Development Approvals to enable the development on the Property of 48 townhouse-style residential Structures, containing a total of 227 residential dwelling units, 34 of which will be inclusionary housing units, along with the Clubhouse, two tot lots, two dog parks, a maintenance building, off-street parking facilities, and additional accessory residential amenities and improvements on the Property ("***Development***").

B. To enable the construction of the Development on the Property, with the ingress and egress locations depicted in the Development Approvals, the City hereby agrees to allow for the amendment of that certain restrictive covenant that was recorded against the Property on January 26, 1965 as Document No. 1252519 with the Recording Division of the office of the Lake County Clerk. The amended version of the restrictive covenant shall be in the form attached to this Agreement as **Exhibit I**.

SECTION 4. DEVELOPMENT OF THE PROPERTY.

A. Compliance with this Agreement. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the City Laws or any other rights Developer may have, during the term of this Agreement, the Property may only be developed pursuant to, and in accordance with, the terms and provisions of the Special Use Ordinance and this Agreement

B. General Development Restrictions. The development, construction, operation and maintenance of the Development on the Property, must, except for minor alterations due to final engineering and site work approved by the City Engineer or the Director of Community Development, as appropriate, comply, and be in accordance, with the following:

1. this Agreement;
2. the Development Approvals;
3. the Final Development Plan, and all individual plans and documents of which it is comprised;
4. the Zoning Code;
5. the Building Code;
6. the Subdivision Code;
7. the Public Improvements Standards Manual; and
8. the Requirements of Law.

Unless otherwise provided in this Agreement either specifically or in context, in the event of a conflict between or among any of the plans or documents listed as or within items 1 through 8 of this Section 4.B, the interpretative provisions of Section 2.B.4 will prevail.

C. Traffic Studies Required.

1. Developer acknowledges and agrees that it will, at its expense, conduct an updated professional traffic study consisting of the same scope as the existing traffic study, which traffic study must monitor and provide a performance review of the traffic control devices installed at the intersection of the Union Pacific Railroad right-of-way and Old Deerfield Road. Developer must construct or perform all traffic improvements recommended by such updated traffic study that are attributable to the Development, including cross-hatching at the intersection of Old Deerfield Road and the Union Pacific Railroad.

The updated traffic study must be conducted while schools are in session. The updated traffic study must be performed at the time that the Development achieves at least 90 percent occupancy, or at such earlier time during the construction of the Development that the City Manager, in their sole discretion, may determine is necessary and warranted but in no event will more than one updated traffic study be required.

2. Developer acknowledges and agrees that it has, at its expense, conducted a professional traffic engineer assessment of the safety of the proposed crosswalk at the intersection of Devonshire Court and Ridge Road. Further, Developer agrees to construct or perform the traffic improvements recommended by the professional traffic engineer, at Developer's expense.

SECTION 5. IMPROVEMENTS.

A. Design and Construction of the Improvements.

1. Description of Improvements. The Improvements are depicted and described on the Final Engineering Plan and the other components of the Final Development Plan, and in Exhibit B.

2. General Standards. All Improvements must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Special Use Ordinance, and will be subject to the reasonable written satisfaction of the City Engineer in accordance with the City Code and the Subdivision Code. All work performed on the Improvements must be conducted in a good and workmanlike manner, with due dispatch, and within any deadlines provided pursuant to this Agreement or in the permits issued by the City for construction of the Improvements. All materials used for construction of the Improvements must be new and of first-rate quality.

3. Improvement Construction Schedule. Prior to commencing any construction of any Public Improvement, or of any part of the Proposed Development that will affect existing utilities or roadways, Developer must meet with the City Engineer, or his or her designee, to develop a mutually-agreeable schedule for all such construction ("***Improvement Construction Schedule***"). The meeting must take place not less than one week prior to the commencement of any such construction. After the meeting, Developer must prepare and submit minutes of the meeting to the City Engineer. The City Engineer will respond within seven days of receipt either approving the meeting minutes or with a detailed list of comments. No construction may occur prior to the reasonable approval by the City Engineer of the meeting minutes and the Improvement Construction Schedule. All construction of the Proposed Development must be substantially in compliance with the approved meeting minutes and the Improvement Construction Schedule.

4. Contract Terms; Prosecution of the Work. Developer must include in every contract for work on the Improvements terms requiring the contractor to prosecute the work diligently and continuously, in full compliance with, and as required by or pursuant to, this Agreement, the Development Approvals, the Final Development Plan, the Improvement Construction Schedule, and the Requirements of Law, until the work is properly completed, and providing that Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

5. Engineering Services. Developer must provide, at its sole cost and expense, all engineering services for the design and construction of the Improvements, by a professional engineer responsible for overseeing the construction of the Improvements. Developer must promptly provide the City with the name of a local owner's representative and a telephone number or numbers at which the owner's representative can be reached at all times.

6. City Inspections and Approvals. All work on the Improvements is subject to inspection and approval by City representatives at all times. Developer will provide immediate access to the Property for the purpose of conducting these inspections during regular operating hours and within 12 hours outside of regular operating hours upon notice by the City.

7. Other Approvals. Where the construction and installation of any Improvement requires the consent, permission, or approval of any third-party public agency or private party, Developer must promptly file all applications, enter into all agreements, post all security, pay all fees and costs, and otherwise take all steps that may be required to obtain the consent, permission, or approval.

B. Connection of Utilities.

1. Developer must, at its sole cost and expense, and in accordance with and pursuant to the Final Development Plan, upgrade: (a) all public utility connections servicing the Property; and (b) the connection of all utilities to facilities located on the Property.

2. No utilities located on the Property may be connected to the sewer and water utilities belonging to the City except in accordance with the applicable provisions of the Requirements of Law and upon payment all fees required by City Laws.

C. Landscaping. Prior to the issuance by the City of a final certificate of occupancy for any Structure on the Property, Developer must install all landscaping on the Property, as depicted on the Final Development Plan for the applicable phase, which landscaping must be installed and maintained in accordance with the following:

1. All trees, shrubs, plantings, and ornamentals must be healthy, and of the size, height, and species described in the Final Development Plan.

2. The City Forester will have the right to reasonably reject or require replacement of any landscaping that is not in accordance with this Agreement.

3. Developer will, and does hereby, guaranty the proper health and survival of all landscaping (new and transplanted) for a period of two years after the date of the installation of the landscaping.

4. The final grade of the Property must contain a minimum of four to six inches of topsoil, except as may be approved by the City Forester.

5. Upon installation, the trees required to be installed and planted pursuant to this Agreement must have the minimum height and diameter as represented on the Final Development Plan, and must comply with the tree replacement requirements set forth in the City Laws.

6. Developer must replace any plantings that are not healthy and growing after one year from the date of installation.

D. Lighting.

1. All exterior lighting installed on the Property as part of the Development must comply at all times with the lighting requirements set forth in Section 150.605 of the Zoning Code.

2. No exterior light fixture installed on the Property as part of the Development may exceed a correlated color temperature of 3,000 Kelvin.

E. Right-of-Way Improvements.

1. Grant of Temporary Construction License. Subject to the terms and conditions set forth in this Agreement, the City grants to Developer, and Developer accepts, a non-exclusive revocable license, for the construction, installation, and completion, at the sole cost and expense of Developer, of the following improvements (collectively, the ***"Rights of Way Improvements"***) within City-owned rights-of-way and, as necessary, within adjacent City-owned parcels (collectively, the ***"Licensed Premises"***), all as depicted in the Final Engineering Plan, and pursuant to and in strict accordance with the terms and provisions of this Section 5.E and the other provisions of this Agreement (***"Improvement Construction License"***):

a. Sidewalk. The construction and maintenance of a sidewalk and mountable curbs within the: (i) easterly portion of that certain segment of the Old Deerfield Road right-of-way located between the northern lot line of the Property and the intersection of the Old Deerfield Road and Richfield Road rights-of-way, in a manner that minimizes impact to the existing landscaping located within the right-of-way; and (ii) the 297.18 foot-long portion of that certain segment of the Old Deerfield Road right-of-way located between the northern lot line of the Property and the intersection of the Old Deerfield Road and Ridge Road rights-of-way; provided that, notwithstanding the Final Development Plan to the contrary, Developer must reconstruct the sidewalk to a width of five feet in front of any property located west of the Property and east of the intersection to which it acquires title.

b. Landscaping in Public Rights-of-Way. Installation of landscaping materials within the rights-of-way adjacent to the Property, as depicted in the Final Landscape Plan.

2. Limitation of Interest. Except for the Improvement Construction License granted pursuant to this Section 5.E, Developer does not and will not have any legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in any portion of the Licensed Premises, or the Old Deerfield Road, Ridge Road, Richfield Road, Cavell Avenue, Winthrop Road, or Devonshire Court rights-of-way, or any other City-owned property or right-of-way. Specifically, and without limitation of the foregoing, Developer acknowledges and agrees that nothing in this Agreement is to be interpreted to provide a license to Developer to alter any City-owned right-of-way in any way other than for the installation of the improvements identified in this Section 5.E.

3. Construction of the Right-of-Way Improvements. Developer must construct the Right-of-Way Improvements in accordance with and pursuant to the Final Development Plan and this Agreement, in a good and workmanlike manner, all at the sole expense of Developer and subject to inspection and approval by the City. Specifically, and without limitation of the foregoing, during the period of installation, Developer must: (a) construct all Right-of-Way Improvements in specific locations and of specific designs approved in advance by the City Engineer and, for landscaping improvements, by the City Forester; and (b) maintain the Licensed Premises and all streets, sidewalks, and other public property in and

adjacent to the Licensed Premises in a safe, good and clean condition without hazard to public use at all times, and in accordance with the standards set forth in Section 6.H of this Agreement.

4. City's Reservation of Rights Over Licensed Premises. The City hereby reserves the right to use the Licensed Premises in any manner that will not prevent, impede, or interfere in any way with the exercise by Developer of the rights granted pursuant to this Section 5.E. The City will have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for utility purposes, over, along, upon, or across the Licensed Premises rights-of-way. The City further reserves its right of full and normal access to the Licensed Premises for the maintenance of any existing or future utility located thereon.

5. Liens. Developer must, at its sole cost and expense, take all necessary action to keep all portions of the Licensed Premises free and clear of all liens, claims, and demands, including, without limitation, mechanic's liens, in connection with any work performed by Developer or its agents.

6. Maintenance of Right-of-Way by City. Without limitation of the provisions of Section 11 of this Agreement, the City will not be liable for any damage that may occur to the Right-of-Way Improvements as a result of the City's necessary maintenance responsibilities with regard to any right-of-way that is subject to the Improvements Construction License. Any maintenance, repair, or replacement of the Right-of-Way Improvements necessary as a result of the City maintenance or other work will be at the sole cost and expense of Developer, through and including the date of expiration of the Improvements Construction License, as set forth in Section 5.E.7 of this Agreement.

7. Term. The Improvements Construction License granted pursuant to this Section 5.E will expire upon the acceptance by the City of all Right-of-Way Improvements pursuant to Section 5.F of this Agreement.

F. Dedication and Maintenance of the Improvements.

1. Final Inspection and Approval of the Improvements. Developer must notify the City when it believes that any or all of the Improvements have been fully and properly completed and must request final inspection and approval of the Improvement or Improvements by the City. The notice and request must be given far enough in advance, and in no event with less than one week's advance notice, to allow the City time to inspect the Improvements and to prepare a punch list of items requiring repair or correction and to allow Developer time to make all required repairs and corrections prior to the scheduled completion date (as may be established pursuant to this Agreement or in the permits issued by the City for construction of the Improvements). Developer must promptly make all necessary repairs and corrections as specified on the punch list. The City is not required to approve any portion of the Improvements until: (a) all of the Improvements as may be required pursuant to Section 5.A of this Agreement, including all punch list items, have been fully and properly completed; and (b) the City Director of Public Works has determined that the specific Improvement has been constructed to completion, in accordance with the Final Development Plan and the Requirements of Law.

2. Dedication and Acceptance of Public Improvements. Neither the execution of this Agreement, nor the approval of the Development Approvals, nor the execution and recordation of the Final Plat of Subdivision constitutes acceptance by the City of any Improvements that are depicted as "dedicated" on the Final Plat of Subdivision or on the Final

Development Plan, if any. The acceptance of ownership of, and responsibility for, a specific approved Improvement as a Public Improvement may be made only by the Corporate Authorities, and only in compliance with the requirements of the Subdivision Code.

3. Transfer of Ownership of the Public Improvements and Easements to the City. Upon the approval of, and prior to acceptance of, the Public Improvements to be accepted by the City pursuant to Section 5.F of this Agreement, Developer must execute, or cause to be executed, all documents as the City may request to transfer ownership of, or to provide easements in, the Public Improvements to, and to evidence ownership of the Public Improvements by, the City, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the City in writing. Developer must, at the same time: (a) grant, or cause to be granted, to the City all insured easements or other property rights as the City may require to install, operate, maintain, service, repair, and replace the Public Improvements that have not previously been granted to the City, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the City in writing; and (b) provide a written estimate of the monetary value of each Public Improvement to be accepted by the City.

4. Maintenance of Public Improvements. Developer hereby guarantees, on its behalf and on behalf of its successors, the prompt and satisfactory correction of all defects and deficiencies in any of the Public Improvements that occur or become evident within two years after acceptance of the Public Improvement by the City pursuant to this Agreement. In the event the City Engineer determines, in the City Engineer's reasonable discretion, that a defect or deficiency has occurred, any Public Improvement, Developer must, after 10 days' prior written notice from the City (subject to Uncontrollable Circumstances), correct it or cause it to be corrected. If Developer fails to correct the defect, commence the correction of the defect, or diligently pursue correction of the defect to completion, the City, after 10 days' prior written notice to Developer, may, but will not be obligated to, enter upon any or all of the Property for the purpose of performing maintenance work on and to the Public Improvement. In the event that the City causes to be performed any work pursuant to this Section 5.F.4, Developer must, upon demand by the City, pay the costs of the work to the City. If Developer fails to pay the costs, the City will have the right to draw from the Maintenance Guarantee required pursuant to Section 9.B of this Agreement, based on costs actually incurred or on the City's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses.

5. Effect of Approval and Acceptance. Approval or acceptance of any Improvement will not constitute a waiver of any rights or claims that the City has, before or after approval and acceptance, with respect to any breach of this Agreement by Developer or any right of indemnification of the City by Developer.

G. Sound and Noise Mitigation for Certain Dwelling Units. The construction of the Development must comply with the Sound Attenuation Study to be performed, but outlined in a letter by Shiner Acoustics, LLC dated January 12, 2026 and attached to this Agreement as **Exhibit K** ("***Sound Study***")**.** The Sound Study must be complete and submitted to the City in final form prior to the filing of an application for a vertical building permit for any of the Building Assemblies identified in this Section. Specifically, and without limitation of the foregoing, Developer must incorporate sound mitigation measures for window and door assemblies to achieve a sound transmission loss of at least 16 dB across all the octave bands specified in the Sound Study for the subset of dwelling units located within Building Assemblies TH-1, RH-1, RH-2, RH-3, RH-4, RH-5, RH-6, RH-7, RH-8, RH-9, RH33, RH-32, RH-31, RH-30, RH-29, RH-27, RH-26, and RH-25, as shown in the "Site Illustrative Plan and Quantitative Summary" dated

October 20, 2026 and attached to this Agreement as **Exhibit L**. Developer must also incorporate such sound mitigation best practices as may be warranted by the Sound Study in the construction of other Building Assemblies that are located near the railroad right-of-way east of the Property.

SECTION 6. CONSTRUCTION OF DEVELOPMENT.

A. General Construction and Contracting Requirements.

1. Compliance with Plans and Approvals. The development of the Property must be designed and constructed pursuant to and in accordance with the Final Development Plan and the Development Approvals. All work must be conducted in a good and workmanlike manner and with due dispatch. All materials used for construction on the Property will be in accordance with the specifications for the work to be performed. The development of the Property must contain, among other provisions, the following provisions governing construction in addition to the standard City construction requirements:

   a. strict compliance with the Occupational Safety and Health Agency's requirements concerning construction dust and debris;

   b. strict compliance with the City's hours of operation for construction activity;

   c. an approved route for construction traffic and construction vehicle parking; which must include a prohibition of construction traffic on Ridge Road, except as necessary to construct improvements along the west edge of the Property, on the Police Department Property and other required off-site or utility improvements; and

   d. a construction phasing plan that includes a provision the requires that all portions of the Property on which construction has not yet commenced be maintained in a park-like condition.

2. Contracts for Work on Property. Developer must include in every contract for work on the Property terms requiring the contractor and its subcontractors to prosecute the work diligently, and in full compliance with, and as required by or pursuant to, this Agreement, the Development Approvals, and the Requirements of Law, until the work is properly completed, and terms providing that Developer may take over and prosecute the work if the contractor fails to do so in a timely and proper manner.

3. Application for Permits and Approvals. Developer will apply for and will maintain all government permits, certificates, and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct and complete its obligations as required by this Agreement. Developer must pursue, obtain and submit to the City a determination of No Further Remediation for the Property issued by the Illinois Environmental Protection Agency, all in the manner required by Section 7.D of the Special Use Ordinance.

4. City Inspections and Approvals. All work on the Property will be subject to inspection and approval by City representatives at all times, subject to safety rules on the Property.

5. Designation of Contact Person. Developer will coordinate with the City to ensure construction oversight in a manner that includes public outreach to residents that live within and adjacent to the Property. The public outreach component will be critical for helping notify the public regarding information and updates relating to the construction and development of the Property. Developer will additionally ensure a single point of emergency contact for the City's first responders throughout construction. Following the completion of construction of the Development, Developer must continue to designate an individual as the contact person and provide their contact information prominently on its website to respond to and address any reasonable complaints from owners of adjacent property, or City residents regarding compliance with this Agreement, including without limitation, landscaping, exterior façade maintenance, and stormwater detention.

B. [RESERVED].

C. Development Phasing. The construction of the Improvements and development of the Property will take place in a continuous multi-phased process, subject to seasonal conditions, and must proceed pursuant to the phasing plan attached to and, by this reference, made a part of this Agreement as **Exhibit J** (**"*Phasing Plan***"), unless modified and agreed to by the City Manager and Developer. In the event that development of a phase does not commence within 15 months of issuance of a certificate of occupancy for the immediately preceding phase, the Developer must seed and maintain such portion of the Property in a park-like condition until development commences there. Pursuant to the Phasing Plan, the Clubhouse must be commenced in the first phase and completed within six months of the issuance of the first certificate of occupancy.

D. Limits on Vertical Construction. In addition to any other applicable provision of this Agreement and the Requirements of Law, Developer may not commence any Vertical Construction, and the City will have the right to refuse to issue a building permit for any Vertical Construction, unless the City Manager has determined that the construction of the following Improvements for such Vertical Construction are functional, except as may be authorized in writing by the City Manager in its sole discretion:

1. the Stormwater Improvements;

2. the Right-of-Way Improvements, as described in Section 5.E of this Agreement; and

3. a functional water system that can deliver water to all proposed fire hydrants in such phase, in the manner required by the City.

E. Diligent Pursuit of Construction.

1. Once commencement of construction is authorized pursuant to this Agreement, Developer must pursue, or cause to be pursued, all required development, demolition, construction, and installation of Structures, buildings, and Improvements on the Property in a diligent and expeditious manner, and in strict compliance with the City Code and the Requirements of Law. Developer will conduct all construction work on the Property in full compliance with the City's permitted construction work hours regulations.

2. Developer must complete and make ready the Improvements for inspection, approval and, where appropriate, acceptance by the City pursuant to the Improvement Construction Schedule approved by the City Engineer as part of the Final

Engineering Plan. Developer may be allowed extensions of time beyond the completion dates set forth in the Improvement Construction Schedule only for unavoidable delay caused by Uncontrollable Circumstances or as may be approved by the City Manager.

F. Construction Traffic.

1. Construction and Traffic Management Plan. Developer must prepare and submit, for review and approval by the City Director of Public Works, a Construction and Traffic Management Plan (***"CTM Plan"***) for the development of the Property. The CTM Plan will govern (i) the location, storage, and traffic routes for construction equipment and construction vehicles; and (ii) the location of alternative off-street parking during the construction. The City has no obligation to issue a building permit for any Structure or Improvement, and no construction may be commenced with respect to the Structure or Improvement, unless and until the City Director of Public Works has approved, in writing, the CTM Plan. The City agrees to cause the CTM Plan to be promptly and expeditiously reviewed by the City Director of Public Works; provided, however, that nothing in this Agreement is to be deemed or interpreted to require approval of the CTM Plan. Developer must comply with the approved CTM Plan. The CTM Plan must include, without limitation, the following:

a. The schedule and traffic routes for construction traffic accessing the Property;

b. The designation of machinery and construction material storage areas on the Property;

c. Provisions for the screening of construction areas within the Property;

d. The hours of operation and schedule for construction on the Property;

e. The location of areas on the Property for the parking of construction vehicles and vehicles operated by construction employees;

f. The location of alternative off-street parking to replace any parking temporarily lost due to construction; and

g. The location of temporary and durable off-street parking on the Property for construction employees, which off-street parking must comply with the standards set forth in Section 93.231(B) of the City Code.

2. Designated Routes of Access. The City reserves the right to designate certain prescribed routes of access to the Property for construction traffic to provide for the protection of pedestrians and to minimize disruption of traffic and damage to paved street surfaces, to the extent practicable; provided, however, that the designated routes must not: (a) be unreasonably or unduly circuitous, nor (b) unreasonably or unduly hinder or obstruct direct and efficient access to the Property for construction traffic.

3. Maintenance of Routes of Access. At all times during the construction of the Structures and Improvements, Developer must: (a) keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards; and (b) repair any damage caused by construction traffic.

4. Street and Sidewalk Obstructions. Developer must obtain all street and sidewalk obstruction permits required for the construction of the Development in accordance with Section 170.108 of the City Code.

G. Tree Preservation. Developer must comply with all applicable tree preservation regulations set forth in Article IV of Chapter 94 of the City Code, and the following additional requirements:

1. Developer must, prior to construction, erect fencing satisfactory to the City Forester to protect those existing trees located on the Property: (i) designated in the Final Development Plan, and (ii) designated for protection by the City Forester.

2. No grade alteration or construction may take place within designated tree preservation areas, consistent with the tree fencing plan that must be submitted with Developer's applications for building permits for the proposed development of the Property.

3. The Applicant must provide to the City a tree preservation plan that includes preventative treatment plan for the two-lined chestnut borer.

H. Storm Water Management and Erosion Control During Construction. During construction of any of the Structures or Improvements on the Property, Developer must:

1. Install and implement measures necessary to temporarily divert or control any accumulation of storm water away from or through the Property in a manner approved in advance by the City Engineer, which method of diversion must include early installation of storm drains to collect water and convey it to a safe discharge point;

2. Install erosion control devices as necessary to prevent silt, dirt, snow, ice, water, and other materials from leaving the site and traveling onto other properties;

3. Take all practicable measures to mitigate dust, smoke, and other particulates resulting from the construction; and

4. Properly remove or dispose of all debris, spoils, materials, and waste generated by demolition, grading, construction, installation and paving on the Property in accordance with the Requirements of Law.

All installations made pursuant to this Section 6.H must be maintained by Developer until all final certificates of occupancy have been issued by the City for the Development, except as otherwise may be approved by the City Manager.

I. Damage to Public Property. Developer must maintain the Property and all streets, sidewalks, and other public property in and adjacent to the Property in a good and clean condition at all times during the development of the Property and construction of the Development. Further, Developer must: (1) promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by Developer or any

agent of or contractor hired by, or on behalf of, Developer; and (2) repair all damage caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer.

J. Issuance of Permits and Certificates.

1. General Right to Withhold Permits and Certificates. In addition to every other remedy permitted by law for the enforcement of this Agreement, the City has the absolute right to withhold the issuance of any building permit or certificate of occupancy for the Property at any time when Developer has failed or refused to meet fully any of its obligations under, or is in violation of, or is not in full compliance with, the terms of this Agreement, the Development Approvals, or the Requirements of Law.

2. Timing of Construction of the Improvements. The City has the right, but not the obligation, to refuse to issue a final certificate of occupancy for any Structure located on the Property until the Improvements are completed by Developer and approved by the City. The foregoing does not preclude the City's issuance of conditional certificates of occupancy pursuant to the applicable provisions of the City Code. The issuance of any building permit or certificate of occupancy by the City at any time prior to completion of all of the Improvements by Developer and approval of the Improvements by the City will not constitute a waiver of the City's right to withhold any building permit or certificate of occupancy and will not confer on Developer any right or entitlement to any other building permit or certificate of occupancy.

3. Completion of Public Roads, Private Driveways, and Parking Areas. No conditional certificate of occupancy or final certificate of occupancy associated with any new Structure to be located on the Property will be issued until the following have been completed: (i) the final grading of all streets, (ii) the application of final surface course on all public streets and the application of binder course on all private streets on the Property, and (iii) where applicable, striping of parking space for the roads, driveways, and parking areas serving the uses within the Structure.

K. Completion of Construction. Subject to Uncontrollable Circumstances, if Developer fails to diligently pursue all demolition and construction as required in, or permitted by, this Agreement to completion within the time period prescribed in the building permit or permits issued by the City for the demolition and construction, as the case may be, and if a perfected application to renew the building permit or permits is not filed within 30 days after the expiration of the permit or permits, Developer must, within 60 days after notice from the City: (a) remove any partially constructed or partially completed Structures or Improvements from the Property; and (b) perform Site Restoration on that portion of the Property in which Developer has failed to complete the required demolition and construction, all in accordance with plans approved by the City.

L. As-Built Plans. After completion of construction of any new Structure or Improvement, Developer must submit to the City's Director of Community Development: (1) final "as-built" plans related to drainage, grading, storm sewer, sanitary sewer and water mains, underground electrical (if and when available from the provider), plumbing, gas service (if and when available from the provider), and associated Structures; and (2) other final construction documents (in paper and, for Improvements, electronic format) as required and approved by the City Engineer and the City Director of Community Development. The as-built plans must indicate, without limitation, the amount, in square feet, of impervious surface area on the Property. A licensed Professional Engineer (PE) and Professional Land Surveyor (PLS) registered in the State of Illinois must stamp the as-built site construction plans. The PE or PLS

must stamp and sign the final engineering pages of the as-built construction plans, and the PLS must stamp and sign the final as-built survey

SECTION 7. OPERATIONAL DOCUMENTS.

A. Covenant Regarding the North Properties. Concurrent with the execution and recordation of this Development Agreement, Developer must execute and record with the Recording Division of the Lake County Clerk's Office a restrictive covenant in the form attached to this Agreement as **Exhibit G,** acknowledging and agreeing, on behalf of itself and all future residents of the Property, that the location of the residential buildings and Structures on the Property are sufficiently setback and sufficiently buffered from the three commercial and industrial properties located to the north of the Property and identified in the restrictive covenant.

B. Affordable Units.

1. Construction and Development. Not less than 34 dwelling units constructed on the Property must be developed as Affordable Units in accordance with and pursuant to this Agreement, the Special Use Ordinance, and the Inclusionary Housing Regulations.

2. Execution and Recordation of Affordable Unit Declaration -- Condition of Certificate of Occupancy. As a condition precedent to any issuance of a certificate of occupancy for any portion of the Property, Developer must cause an Affordable Unit Declaration to be fully executed and properly recorded against the Property, as required pursuant to the Inclusionary Housing Regulations. Developer must notify the City of any recordation performed pursuant to this Section 7.B.2 and of the record numbers assigned to the Affordable Unit Declaration. Failure to record the Affordable Unit Declaration as provided in this Section 7.B.2 and in this Agreement will, among other things, give the City the right, but not the obligation, to rescind and terminate the Special Use Ordinance, along with all of the rights and approvals granted in that Ordinance.

3. Order of Recordation and Declaration Primacy. No Affordable Unit Declaration will be subject or subordinate to any mortgages, liens, or any other similar encumbrances, including, without limitation, construction loans. Pursuant to the Final Inclusionary Housing Plan and the Inclusionary Housing Regulations, Developer must take all steps necessary to cause each Affordable Unit Declaration to have priority over any other interests recorded against the applicable Affordable Unit, including, without limitation, requiring and allowing each Affordable Unit Declaration to be recorded prior to the closing of the individual Affordable Unit to which the Final Inclusionary Housing Plan applies. Developer must provide and require such documents as are necessary to ensure that any mortgage, deed of trust or other lien, and any renewals and extensions thereof, presently existing, or hereafter placed or caused by Developer, upon any of the Affordable Units will be subordinate to the applicable Affordable Unit Declaration.

4. Evidence of Compliance. Developer must provide the City with a title report or other evidence reasonably satisfactory to the City demonstrating compliance with this Section 7.B.

5. Marketing Affordable Units. Developer will be responsible, at its sole cost and expense, for marketing the Affordable Units, including, without limitation, preparing marketing materials, advertising, and instructing sales staff regarding the Affordable Units. The

City, by and through the Housing Commission or its designee, agrees to maintain a waiting list of prospective buyers, and to qualify buyers or renters, as the case may be.

6. City Costs. Developer acknowledges and agrees that the Housing Commission has and will continue to provide material assistance to Developer in promoting the sale or rental of Affordable Units required as part of the development of the Property, and in qualifying Persons seeking to purchase or lease one or more of the Affordable Units. The Parties acknowledge and agree that neither the Housing Commission, nor any of its authorized agents or designees, including, without limitation, Community Partners for Affordable Housing, is acting as a broker with regard to any of the Affordable Units required as part of the development of the Property.

7. Off-Street Parking. Two off-street parking spaces must be allocated and made available to each Affordable Unit in the Affordable Unit's garage, at no additional cost.

SECTION 8. PAYMENT OF FEES AND CONTRIBUTIONS.

A. Impact Fees. Developer will fully comply with, and cause to be paid, the fees in lieu of land contributions calculated pursuant to Chapter 160 of the City Code for the following districts (collectively, the ***"Impact Fees"***):

1. The Park District of Highland Park;

2. High School District No. 113;

3. Deerfield Public Schools District 109;

4. The North Shore Elementary School District No. 112; and

5. The Highland Park Library District.

The Impact Fees are based on a per unit basis and must be paid prior to the issuance of any building permits for the residential Structure on the Property. The Parties recognize that portions of the Development, and of some dwelling units within the Development, fall within the boundary lines of both Deerfield Public Schools District 109 and North Shore Elementary School District No. 112. Prior to the issuance of any building permits, Developer must provide, as part of Developer's building permit application, a site plan that depicts the boundary line between School Districts 109 and 112 and the exact way in which the boundary line relates to individual dwelling units so that a determination can be made as to the allocation of the applicable Impact Fees. The as-built plans required by Section 6.L of this Agreement must depict the boundary lines between School Districts 109 and 112 in the manner required by this Section 8.A. Impact Fees will be entirely allocated to the School District that constitutes the majority of the dwelling unit's area. Developer acknowledges that the payment of Impact Fees imposed by Chapter 160 of the City Code, as well as Chapter 160 itself, are reasonable, and Developer holds harmless and releases the City, and the Park District of Highland Park, School Districts Nos. 109, 112, and 113, and the Highland Park Library District (collectively, the ***"Districts"***) from any claim or other action Developer may have against either or both the City or the Districts as a result of Chapter 160 of the City Code and the Impact Fees exacted under Chapter 160 for distribution to any District by the City. Developer acknowledges and agrees that, if Developer is entitled to any credit toward the Impact Fees as a result of Impact Fees previously paid by third-parties with respect to other proposed developments of the Property, and if that credit exceeds the Impact

Fees otherwise due pursuant to this Section 8: (a) the City will have no liability or responsibility whatsoever to pay to Developer the difference between the credit and the Impact Fees otherwise due; and (b) Developer must pursue any claim for those payments with the affected Districts.

B. Inclusionary Housing Fee-in-Lieu. Pursuant to Section 150.2125 of the Zoning Code, Developer must pay to the City an inclusionary housing fee-in-lieu in the total amount of $222,480.00, which amount is equivalent to the cost of 1.2 inclusionary housing units. All inclusionary housing fees-in-lieu must be paid prior to issuance by the City of a building permit for construction of any residential Structure on the Property.

C. Other City Fees. In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement, Developer must pay to the City all application, inspection, and permit fees, all water and sewer general and special connection fees, tap-on fees, charges, and contributions, and all other fees, charges, and contributions pursuant to the Requirements of Law or otherwise due as a result of the Development.

SECTION 9. PAYMENT OF CITY FEES AND COSTS.

In addition to all other costs, payments, fees, charges, contributions, or dedications required by this Agreement or by the Requirements of Law, and in addition to all other agreements between Developer and the City concerning the Development, Developer must pay to the City, contemporaneous with the execution of this Agreement by the City Manager, all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with: (1) the development of the Property, including, without limitation, the preparation, review, and processing of plans, ordinances, resolutions, and other approvals therefor; and (2) the negotiation, preparation, consideration, and review of this Agreement and all exhibits and associated documents. Payment of all fees, costs, and expenses must be made by a certified or cashier's check or by Federal Reserve wire transfer in accordance with written instructions from the City. Developer acknowledges and agrees that it will continue to be liable for and to pay, promptly after presentation of a written demand or demands for payment, the third-party fees, costs, and expenses incurred in connection with any applications, documents, proposals, or requests for interpretations or amendments of this Agreement, whether formal or informal, of whatever kind, submitted by Developer during the term of this Agreement in connection with the use and development of the Property. Further, Developer will be liable for and will pay after demand all fees, costs, and expenses incurred by the City for publications and recordings required in connection with the above matters.

SECTION 10. PERFORMANCE SECURITY.

A. General Requirements. As security to the City for the performance by Developer of its obligations pursuant to and in accordance with this Agreement, Developer will provide to the City performance and payment security ("***Guarantee"***) in the form of one or more letters of credit ("***Letter of Credit***") in the amount required by and in accordance with Section 151.006(K) of the City Code, and in accordance with Section 151.006(K)(1) of the City Code. The Letter of Credit must be in form and substance substantially conforming in all material respects with **Exhibit C** to this Agreement and satisfactory to the Corporation Counsel. Specifically, and without limitation of the foregoing, the Letter of Credit must allow the City to draw from the Letter of Credit in the event that Developer does not fully reimburse the City for any costs and expenses incurred by the City for work performed pursuant to Section 6.I.2 of this Agreement, subject to cure as set forth in Section 14.C of this Agreement. The Guarantee must

be provided to the City prior to the issuance of any permits for the Development, and must be maintained at all times until all Improvements have been approved and, as appropriate, accepted. The Guarantee will be administered pursuant to Section 93.075 of the City Code.

B. Use of Guarantee Funds. If Developer fails or refuses to remove any partially completed buildings, Structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 6.I of this Agreement, that failure or refusal is an Event of Default, then the City in its reasonable discretion may draw on and retain all or any of the funds remaining in the Guarantee as necessary to remedy the failure or refusal. The City thereafter will have the right, subject to an additional 30 days' notice and opportunity for cure, to cause the Improvements to be completed or corrected, and subject to the terms of the immediately preceding sentence, to reimburse itself from the proceeds of the Guarantee for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of Developer's failure or refusal. If the funds remaining in the Guarantee are insufficient to repay fully the City for all costs and expenses, then Developer must, upon demand of the City, deposit with the City any additional funds as the City determines are necessary, within 30 days after receipt of a request therefor, to fully repay the required costs and expenses.

C. Reductions in Guarantee. Concurrent with the approval or acceptance of Improvements in the manner provided in Section 5.F of this Agreement, the Guarantee may be reduced in a manner and in amounts authorized in Section 151.006(K) of the City Code.

D. Maintenance Guarantee. Immediately after any approval and, where appropriate, acceptance, by the City of the Public Improvements pursuant to this Agreement, Developer must post a new guarantee in the amount of 15 percent of the actual total cost of the Public Improvements on the Property as security for Developer's maintenance of those Public Improvements ("***Maintenance Guarantee***"). The Maintenance Guarantee will be held by the City in escrow until the date that is two years after the approval and, where appropriate, acceptance by the City of the Public Improvement, secured by the Maintenance Guarantee pursuant to this Agreement. If the City is required to draw on a Maintenance Guarantee by reason of Developer's failure to fulfill its maintenance obligations under this Section 10.D, then Developer must, within 10 days after receipt of a demand from the City, cause the Maintenance Guarantee to be increased to its full original amount.

SECTION 11. LIABILITY AND INDEMNITY OF CITY.

A. City Review. Developer acknowledges and agrees that the City is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the Development or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances, for the Development or use of the Development or the Improvements, and that the City's review and approval of any plans and Improvements, and issuance of any approvals, permits, certificates, or acceptances, does not, and will not, in any way, be deemed to insure Developer or any of its successors, assigns, tenants and licensees, or any third party, against damage or injury of any kind at any time.

B. City Procedure. Developer acknowledges and agrees that all notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and of the Development Approvals, and Developer agrees not to challenge these approvals on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. Developer agrees to, and does hereby, hold harmless, indemnify, and, at the election of the City, defend with counsel of the City's choice, the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the City's review and approval of any plans for the Development or the Improvements; (ii) the issuance of any approval, permit, certificate, or acceptance for the Development or the Improvements; and (iii) the development, construction, maintenance, or use of any portion of the Development or the Improvements (collectively, the ***"Indemnified Claims"***); provided, however, that this indemnity does not, and will not, apply to willful misconduct or gross negligence on the part of the City or its employees.

D. Defense Expense. Developer, only as to its own acts or omissions, must, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the Indemnified Claims.

E. Insurance. Developer, and its contractors and subcontractors constructing the Development, must obtain and maintain the insurance coverages in **Exhibit D** attached to this Agreement.

SECTION 12. NATURE, SURVIVAL AND TRANSFER OF OBLIGATIONS.

A. Runs with Land. The provisions of this Agreement run with and bind the Property and inures to the benefit of, is enforceable by, and obligates the City, Developer, and any of their respective, grantees, successors, assigns, and transferees, including all successor legal or beneficial owners of all or any portion of the Property, from the date this Agreement is recorded and until this Agreement is terminated or expires. If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing time limits, then the affected privilege or right will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current President of the United States, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

B. Binding Effect. All obligations of Developer under this Agreement are and will be binding upon the following parties: (1) Developer, unless Developer, its successor, and the City execute a Transferee Assumption Agreement in accordance with Section 12.C of this Agreement; (2) any and all of Developer's heirs, successors, and assigns; and (3) any and all of the current and future legal and beneficial owners of all or any portion of the Property.

C. Transferee Assumption Agreement. Developer will remain fully bound by this Agreement, whether or not Developer owns any interest in the Property, unless Developer and its transferee execute an enforceable written agreement, in substantially the form of **Exhibit E** to this Agreement, agreeing to be bound by the provisions of this Agreement (***"Transferee Assumption Agreement"***). The transferee must provide the City, upon request, with reasonable assurances of the financial ability of the transferee to meet those obligations as the City may require. The City agrees that upon a transferee becoming bound to the obligation created in the manner provided in this Agreement and providing the financial assurances required pursuant to this Agreement, the liability of Developer will be released to the extent of the transferee's assumption of the liability. The failure of Developer to provide the City with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the City, with the transferee's proposed assurances of financial capability before completing

any transfer, will: (1) constitute an Event of Default under this Agreement; and (2) result in Developer remaining fully liable for all of its obligations under this Agreement, but will not relieve the transferee of its liability for all the obligations as a successor to Developer.

D. Required Provisions for Transfers of Property. In the event Developer intends to transfer a legal or beneficial interest in any portion of the Property, Developer must:

1. Notify the City in writing at least 30 days prior to any date on which Developer transfers (as that term is defined below) a legal or beneficial interest in any portion of the Property to a third party; and

2. Incorporate this Agreement by reference into any and all real estate sales contracts for transfers, as that term is defined below, entered into for the sale of all or any portion of the Property.

For purposes of this Agreement, the term "transfer" includes, without limitation, any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Property, or any beneficial interest in the Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise.

E. Mortgagees of Property.

1. This Agreement is not binding on mortgagees or other secured parties of the Property unless and until the mortgagee or secured party assumes title to the Property, in whole or in part. The requirements set forth in Section 12.C of this Agreement, concerning Transferee Assumption Agreements, do not apply to a mortgagee or secured party that assumes title via a foreclosure or a deed in lieu of foreclosure.

2. Developer may not grant a mortgage or other secured interest in the Property or the Development to any person except upon the execution by the mortgagee or secured party of a "Consent and Subordination" Agreement", in substantially the form attached to this Agreement as **Exhibit F**.

SECTION 13. TERM.

The term of this Agreement commences on the Effective Date and, unless terminated sooner pursuant to the provisions of this Agreement, expires on the date that all Improvements are approved by the City and the Improvements, as required by this Agreement and the Subdivision Code, are accepted by the City. Following approval and acceptance of the Improvements, the City agrees, upon written request of Developer, to execute appropriate and recordable evidence of the expiration of this Agreement. Notwithstanding anything to the contrary in this Section 13, Developer's indemnity and defense obligations as set forth in Section 11 of this Agreement, and all maintenance and guarantee periods established pursuant to this Agreement, will survive the termination of this Agreement.

SECTION 14. EVENTS OF DEFAULT.

A. Developer Events of Default. The following are Developer Events of Default under this Agreement:

1. If any representation made by Developer in this Agreement, or in any certificate, notice, demand or request made by Developer in writing and delivered to the City pursuant to or in connection with this Agreement, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to cure as set forth in Section 14.C of this Agreement, failure by Developer in the performance or breach of any covenant contained in this Agreement concerning the existence, structure, or financial condition of Developer.

3. Subject to cure as set forth in Section 14.C of this Agreement, failure by Developer in the performance or breach of any covenant, warranty, or obligation contained in this Agreement.

4. Subject to cure as set forth in Section 14.C of this Agreement, construction by Developer of any Structure or Improvement that is not authorized by this Agreement or otherwise in a manner not permitted by law.

5. Subject to cure as set forth in Section 14.C of this Agreement, failure by Developer to commence construction of the Development.

6. Subject to cure as set forth in Section 14.C of this Agreement, failure by Developer to complete construction or installation of any Structure or Improvement on the Property or in connection with the Development.

7. Subject to cure as set forth in Section 14.C of this Agreement, Developer causes any damage to real or public property that is not owned by Developer.

8. Subject to cure as set forth in Section 14.C of this Agreement, Developer is not, or ceases to be, a legal entity qualified to do business in the State of Illinois.

9. Developer permits, or does not take reasonable steps to prevent, criminal activity on the Property.

10. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any the decree or order unstayed and in effect for a period of 60 consecutive days.

11. The commencement by Developer of a voluntary case under the federal bankruptcy laws, as may be amended from time to time, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Developer to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Developer or of any substantial part of the Property, or the making by any of those entities of any assignment for the benefit of creditors or the failure of Developer generally to pay the entity's debts as they become due or the taking of action by Developer in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others.

12. Subject to cure as set forth in Section 14.C of this Agreement, change in the organizational status of Developer except in accordance with the Transferee Assumption Agreement provisions in Section 12 of this Agreement.

13. Developer abandons the development of the Property. Abandonment will be deemed to have occurred when work stops on the development of the Property for more than 60 days for any reason other than Uncontrollable Circumstances, unless otherwise permitted by this Agreement. The failure of Developer to diligently seek any approvals required for the development or construction of the Property will not be a valid defense to abandonment.

14. Subject to cure as set forth in Section 14.C of this Agreement, Developer otherwise fails to comply with the Requirements of Law in connection with the Development or the Property.

B. City Events of Default. The following are City Events of Default under this Agreement:

1. If any material representation made by the City in this Agreement, or in any certificate, notice, demand or request made by the City in writing and delivered to Developer pursuant to or in connection with any of said documents, proves to be untrue or incorrect in any material respect as of the date made.

2. Subject to Uncontrollable Circumstances, default by the City for a period of 30 days after written notice from Developer in the performance or breach of any covenant contained in this Agreement; provided, however, that the default will not constitute an Event of Default if it cannot be cured within said 30 days and the City, within that 30 days, initiates and diligently pursues appropriate measures to remedy the default and in any event cures the default within 90 days after the notice.

C. Cure Period. For all Events of Default identified in Section 14.A for which Developer has the right to cure, Developer must cure the Event of Default within 30 days after receipt of the notice, or, if the Event of Default cannot be cured within 30 days, Developer must initiate and diligently pursues appropriate measures to remedy the default within 30 days, and in any event must cure the default within 90 days after receipt of the notice.

SECTION 15. REMEDIES FOR DEFAULT AND ENFORCEMENT.

A. Remedies. In the case of an Event of Default:

1. Legal Procedures. Except as otherwise provided in this Agreement, the non-defaulting Party may institute proceedings in law or in equity, or any other proceeding, as may be necessary or desirable at its option to cure or remedy the Event of Default, including, without limitation, proceedings to compel specific performance of the defaulting Party's obligations under this Agreement.

2. Removal and Restoration by City. In the event Developer fails or refuses to remove any partially completed buildings, Structures, and Improvements, or to perform Site Restoration, as required pursuant to Section 6.K of this Agreement or otherwise upon demand of the City after the occurrence of a Developer Event of Default, the City will have, and is hereby granted the right, at its option, to enter the Property and: (a) demolish and remove any of the partially completed Structures and Improvements from any and all portions of the Property; (b)

perform Site Restoration; and (c) cause the Structures or Improvements to be completed in accordance with the plans submitted. Developer must fully reimburse the City for all costs and expenses, including legal and administrative costs, incurred by the City for this work. If Developer do not so fully reimburse the City, the City will have the right to draw from the Guarantee and the Maintenance Guarantee, as described in and provided pursuant to Section 10 of this Agreement, an amount of money sufficient to defray the entire cost of the work, including legal fees and administrative expenses. If Developer does not fully reimburse the City, and the Guarantee and Maintenance Guarantee have no funds remaining in them or are otherwise unavailable to finance the work, then the City will have the right to place a lien on the Property for all the costs and expenses in the manner provided by law. The rights and remedies provided in this Section 15.A.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the City in this Agreement, at law, or in equity.

3. Repeal of Development Approvals. The City will have the absolute right to repeal the Development Approvals if a Developer Event of Default occurs under this Agreement without protest or objection by Developer.

B. Limitation. Notwithstanding anything to the contrary contained in this Agreement, Developer may not seek, and do not have the right to seek, to recover a judgment for monetary damages against the City or any elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys of the City, on account of the negotiation, execution, performance, or breach of, or default under, this Agreement. The Parties acknowledge and agree that, except as expressly provided in this Agreement, the covenants and agreements set forth in this Agreement are those of the Parties, and are not the individual covenant or guarantee of any natural person.

C. Prevailing Party. In the event of a judicial proceeding brought by one Party against the other Party on account of the negotiation, execution, performance, or breach of, or default under, this Agreement, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 16. WARRANTIES AND REPRESENTATIONS.

A. By the City. The City represents and warrants, as of the date of execution by the City of this Agreement, that:

1. The City is a home rule municipal corporation duly organized and validly existing under the laws of the State of Illinois and has the corporate authority to enter into this Agreement;

2. The execution and performance of this Agreement by the City: (i) have been duly authorized by all necessary corporate action on the part of the City; and (ii) do not, for any reason, result in any breach of any agreement or other instrument to which the City is subject;

3. The execution of this Agreement by the City requires no other consents, approvals, or authorizations on the part of the City; and

4. To the best of the knowledge of the person executing this Agreement on behalf of the City, there are no actions or proceedings by or before any court, governmental

commission, board, bureau, or any other administrative agency pending, threatened, or affecting the City or the Property in any court or before any governmental authority that involve the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement.

B. By Developer. Developer, and the person executing this Agreement on behalf of Developer, represent and warrant, as of the date of execution by Developer of this Agreement, that:

1. Developer is a Delaware limited liability company duly organized, validly existing, and qualified to do business in Illinois;

2. Developer has the authority to execute and perform this Agreement, and Developer is in compliance with all Requirements of Law, the failure to comply with which could affect the ability of Developer to perform its obligations under this Agreement;

3. The execution and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not violate its organizational documents, any of the applicable Requirements of Law, or constitute a breach of or default under, or require any consent under, any agreement, or instrument to which Developer is now a party or by which Developer are now bound including any mortgages, secured loans, or instruments granting another party a superior interest in the Property or the Development;

4. Developer has complied with Section 12.E.2 of this Agreement with respect to all mortgagees and second parties existing as of the Effective Date;

5. The applications, plans, materials, and other submissions Developer has provided to the City: (i) accurately and truthfully represent Developer's capabilities, resources, and intentions for the construction of the Development on the Property; (ii) have induced the City to enter into this Agreement; and (iii) any material misrepresentation contained in Developer's submissions will constitute an incurable Developer Event of Default pursuant to Section 14.A of this Agreement;

6. There are no actions or proceedings by or before any court, governmental commission, board, bureau, or any other administrative agency pending, threatened, or affecting Developer or the Property that involve the possibility of materially or adversely affecting the ability of the City to perform its obligations under this Agreement;

7. Developer has sufficient financial and economic resources to implement and complete its obligations under this Agreement; and

8. Developer has no knowledge of any liabilities, contingent or otherwise, of Developer which might have a material adverse effect upon its ability to perform its obligations under this Agreement.

SECTION 17. GENERAL PROVISIONS.

A. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered: (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by email. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon

the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Email notices will be deemed received by the addressee upon explicit or implicit acknowledgment of receipt by the addressee. By notice complying with the requirements of this Section 17.A, each Party will have the right to change its address or its addressee, or both, for all future notices to the other Party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the City will be addressed to, and delivered at, the following address:

City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attention: City Manager
E-mail: gneukirch@cityhpil.com

With a copy to:

Elrod Friedman LLP
350 N. Clark Street, Second Floor
Chicago, Illinois 60654
Attention: Steven Elrod, Corporation Counsel
E-mail: steven.elrod@elrodfriedman.com

Notices to Developer will be addressed to, and delivered at, the following address:

The Habitat Company
350 West Hubbard Street, Suite 500
Chicago, Illinois 60654
Attention: Steve Galler
E-mail: sgaller@HABITAT.com

With a copy to:

DLA Piper LLP (US)
444 West Lake Street, Suite 900
Chicago, Illinois 60606
Attention: Katherine C. Jahnke Dale, Esq.
E-mail: katie.dale@us.dlapiper.com

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless otherwise provided in this Agreement, all rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. No waiver of any provision of this Agreement, and no delay in exercising or failure to exercise any right or authority set forth in this Agreement, will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will

any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

E. Consents. Unless otherwise provided in this Agreement, all required permissions, authorizations, approvals, acknowledgments, or similar indications of assent of any Party must be in writing.

F. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

G. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Nineteenth Judicial Circuit Court, Lake County, Illinois, or, where applicable, in the federal court for the Northern District of Illinois.

H. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the City will have the right, in its sole and absolute discretion, to determine if: (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated; or (ii) the entire Agreement is invalid, void, and unenforceable.

I. Entire Agreement. This Agreement and the Development Approvals constitute the entire agreement between the Parties, and supersede any and all previous or contemporaneous oral or written agreements and negotiations between the Parties, with respect to the Development.

J. Interpretation. This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party will not be applicable to this Agreement.

K. Exhibits. Exhibits A through **H** attached to this Agreement are incorporated in and made a part of this Agreement.

L. Amendments and Modifications.

1. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed by all Parties.

2. Amendments or modifications to the Development Approvals can be considered and acted on by the City without the same being deemed an amendment or modification to this Agreement provided that all applicable procedural requirements of the Zoning Code and Subdivision Code and the provisions of this Agreement are satisfied.

M. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of Developer and the City only and are not for the benefit of any third party, and, accordingly, no third party will have the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by Developer

purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

N. Recording. The City is authorized to record this Agreement against the Property, at the sole cost and expense of Developer, with the Office of the Lake County Recorder of Deeds, promptly following the full execution of this Agreement by the Parties.

O. Counterpart Execution. This Agreement may be executed in counterparts, each of which is deemed to be an original but all of which will constitute one and the same instrument. Facsimile or electronic counterpart copies of this Agreement will be considered for all purposes, including delivery, as originals.

P. City Actions, Consents, and Approvals. Unless otherwise provided in this Agreement, any action, consent, or approval needed to be taken or given under this Agreement by the City may only be performed by the City Manager or their designee, to the extent provided for by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:	**CITY OF HIGHLAND PARK**, an Illinois home rule municipal corporation
_____ Ashley Palbitska, Deputy City Clerk	By: _____ Ghida S. Neukirch Its: City Manager
ATTEST:	**THE HABITAT COMPANY LLC,** an Illinois limited liability company
By: _____	By: _____
Its: _____	Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 2026, by Ghida S. Neukirch, the City Manager of the **CITY OF HIGHLAND PARK**, an Illinois municipal corporation, and by Ashley Palbitska, the Deputy City Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2026.

_____
Notary Public

My Commission expires:_____

SEAL

STATE OF _____)
) SS.
COUNTY OF ____)

This instrument was acknowledged before me on _____, 2026, by _____, the Authorized Signatory of **THE HABITAT COMPANY LLC**, an Illinois limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 2026.

_____
Notary Public

My Commission expires:_____

SEAL

INDEX OF EXHIBITS

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOTS 10 THROUGH 13. BOTH INCLUSIVE, IN DEER-RIDGE INDUSTRIAL SUBDIVISION, BEING PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 1968 AS DOCUMENT NO. 1402659, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOTS 2 AND 3 IN CHERRY'S RESUBDIVISION, BEING PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1971 AS DOCUMENT NO. 1489161, IN LAKE COUNTY, ILLINOIS.

PINS: 16-27-302-005, 16-27-302-006, 16-27-302-007, 16-27-302-008, 16-27-302-009, 16-27-401-001, 16-27-401-002, 16-27-401-003, 16-27-122-001

EXHIBIT B

PUBLIC IMPROVEMENTS

EXHIBIT C

FORM LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. _____ AMOUNT: _____

EXPIRATION DATE: _____ ***DATE OF ISSUE:***_____

_____
[Name of Bank]

_____
[Address]

TO: City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attention: City Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on this Irrevocable Standby Letter of Credit No. _____ UP TO AN AGGREGATE AMOUNT OF _____ United States Dollars ($_____) for account of The Habitat Company LLC (the "Customer").

Drafts under this Letter of Credit must bear upon their face the words:

"Drawn under _____
Credit No._____ Dated:_____

Drafts may be for all or any portion of the amount of this Letter of Credit, and must be in the form attached as Exhibit "A" and must be accompanied by one of the following documents executed by the City Manager or an individual designated as acting City Manager:

(a) A written statement on the form attached as Exhibit "B" stating that, conditioned upon proper notice to the City Manager, Letter of Credit No. _____ will expire within 35 days or less and that the Customer has failed to deliver to the City Manager evidence of a renewal of Letter of Credit No. _____; or

(b) A written statement on the form attached as Exhibit "C" stating that all or any part of the improvements required to be constructed pursuant to the Subdivision and Development Agreement dated _____, 20___ by and between the City and the Customer (the "Agreement") have not been constructed in accordance with the Agreement; or

(c) A written statement on the form attached as Exhibit "D" stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the City pursuant to the Agreement have not been paid in accordance with the Agreement; or

(d) A written statement on the form attached as Exhibit "E" stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to the Agreement have not been performed in accordance with the Agreement; or

(e) A written statement on the form attached as Exhibit "F" stating that all or any portion of the Customer's undertakings pursuant to the Agreement have not been performed in accordance with the Agreement.

WE HEREBY AGREE with the beneficiary that:

1. Drafts drawn under and in compliance with this Letter of Credit will be duly honored immediately upon presentation to us if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at our office on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the City in enforcing the terms hereof.

3. This Letter of Credit expires on _____, 20____, as stated above; provided, however, that we will send notice to the City Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.

4. In no event will this Letter of Credit or the obligations contained in this Letter of Credit expire except upon the prior written notice required above, it being expressly agreed that the above expiration date will be extended as is required to comply with the prior written notice required in this Letter of Credit.

5. No consent, acknowledgment, or approval of any kind from the Customer is necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the City Manager stating that the aggregate amount must be reduced in an amount permitted by the City's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Agreement dated _____, 20____ by and between the City and _____.

7. This Letter of Credit is irrevocable.

This Letter of Credit is governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "***Uniform Customs***"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit controls. This Letter of Credit is deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois, and will, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED IN THIS LETTER OF CREDIT, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF

ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

_____	_____
[Signature of Bank Officer]	[Signature of Bank Officer]
_____	_____
[Officer's Title]	[Officer's Title]

EXHIBIT "A" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied by Issuing Bank]

EXHIBIT "B" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____, 20____ in the amount of $_____ will expire within 35 days or less and that _____ has failed to deliver to the City Manager evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

_____
City Manager

EXHIBIT "C" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed pursuant to the Development Agreement dated _____, 20___ by and between the City and The Habitat Company LLC, have not been constructed in accordance with said Agreement.

Very truly yours,

_____
City Manager

EXHIBIT "D" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid pursuant to the Agreement dated _____, 20___ by and between the City and The Habitat Company LLC, have not been paid in accordance with said Agreement.

Very truly yours,

_____
City Manager

EXHIBIT "E" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed pursuant to the Development Agreement dated _____, 20____ by and between the City and The Habitat Company LLC, have not been performed in accordance with said Agreement.

Very truly yours,

_____
City Manager

EXHIBIT "F" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Development Agreement dated _____, 20____ by and between the City and The Habitat Company LLC, have not been performed in accordance with said Agreement.

Very truly yours,

_____
City Manager

EXHIBIT D

INSURANCE REQUIREMENTS

[NTD: Insurance requirements under review by risk team]

Developer, and its contractors and subcontractors constructing the Development, must obtain and maintain insurance as set forth in this **Exhibit D**.

A. **Worker's Compensation.** Worker's compensation insurance must be obtained with statutory coverage.

B. **Employer's Liability**. Employer's liability insurance must be obtained with coverage limits not less than $500,000 injury per occurrence, $500,000 disease per employee, and $500,000 disease policy limit.

C. **Comprehensive Motor Vehicle Liability.** Comprehensive motor vehicle liability insurance must be obtained with a combined single coverage limit for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented. All employees must be included as insureds.

D. **Comprehensive General Liability.** Comprehensive general liability insurance must be obtained written on an "occurrence" basis and with coverage limits no less than $2,000,000 for bodily injury and property damage with a combined single limit. Coverage must include a broad form property damage endorsement and a blanket contractual liability endorsement with express coverage of the indemnity provisions of the Agreement.

E. **Professional Liability.** Professional liability insurance must be obtained with a coverage limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering the insured against all sums they may be obligated to pay on account of any liability arising out of the Agreement.

F. **Method of Coverage.** Required insurance coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

G. **Additional Insureds.** The following must be named as an additional insured on all policies except for worker's compensation and professional liability: City of Highland Park, including its Mayor, City Council, elected and appointed officials, officers, employees, agents, attorneys, and representatives.

H. **Other Requirements.** All policies must be primary and noncontributory to coverage held by the additional insureds listed in Section G, offer the additional insured their choice of counsel and the right to conduct their own defense, and state that coverage applies in the State of Illinois.

I. **Proof of Coverage.** Proof of adequate coverage and compliance with the requirements in this **Exhibit D** must be provided to the City (1) prior to the

Effective Date, (2) prior to the commencement of Project construction, and (3) upon City request.

EXHIBIT E

TRANSFEREE ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 20__, between the City of Highland Park, an Illinois home rule municipal corporation (***"City"***), The Habitat Company LLC, an Illinois limited liability company (***"Owner"***), and _____ (***"Transferee"***).

W I T N E S E T H:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20__, the Transferee agreed to purchase from Owner certain real property situated in Lake County, Illinois and legally described in **Exhibit 1** attached to and, by this reference, made a part of this Agreement (***"Property"***); and

WHEREAS, following the conveyance of the Property by Owner, the Transferee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Property by Owner, the City and Owner require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Development Agreement, dated as of _____, 20__, and recorded in the office of the Lake County Recorder on _____, 20__, as Document No. _____, by and between the City and Owner (***"Development Agreement"***);

NOW, THEREFORE, in consideration of the agreement of Owner to convey the Property to the Transferee, and of the City to accept the transfer of obligations as provided in this Agreement and to grant the releases granted in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the City, Owner, and the Transferee as follows:

1. **Recitals.** The foregoing recitals are by this reference incorporated in this Paragraph and made a part of this Paragraph as substantive provisions of this Agreement.

2. **Assumption of Obligations.** The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments, regardless of whether the terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Owner of the Property.

3. **Payment of City Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Development Agreement or by applicable City codes, ordinances, resolutions, rules, or regulations, the Transferee must pay to the City, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

4. **Acknowledgment and Release of Owner.** The City hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the

terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments, and the City hereby releases Owner from any personal liability for failure to comply with the terms, requirements, and obligations of the Development Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF HIGHLAND PARK,
an Illinois home rule municipal corporation

_____
City Clerk

By:_____
Its: City Manager

ATTEST:

THE HABITAT COMPANY LLC,
an Illinois limited liability company

By:_____

Its:_____

By:_____

Its:_____

ATTEST:

[TRANSFEREE]

By:_____

Its:_____

By:_____

Its:_____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 20__, by _____, the City Manager of the City of Highland Park, an Illinois home rule municipal corporation, and by _____, the City Clerk of said municipal corporation.

_____
Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 20__, by _____ the _____ of **THE HABITAT COMPANY LLC**, a _____ limited liability company, and by _____, the _____ of said limited liability company.

_____
Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 20_, by _____ the _____ of **[TRANSFEREE]**, and by _____, the _____ of **[TRANSFEREE]**.

_____
Signature of Notary

SEAL

EXHIBIT F

LENDER'S CONSENT AND SUBORDINATION

_____ (and its successors and assigns, **"*Mortgagee*"**), is the holder of a certain note made by _____ and secured by the following documents, each from _____ and recorded with the Lake County Recorder of Deeds as indicated (collectively, the **"*Mortgage*"**):

[*DESCRIBE ALL APPLICABLE MORTGAGE AGREEMENTS, NOTES, AND OTHER RELATED DOCUMENTS, EACH BY DATE OF EXECUTION, DATE OF RECORDATION, AND RECORDED DOCUMENT NUMBER*]

Mortgagee hereby consents to the execution and recording of the above and foregoing Development Agreement (the **"*Agreement*"**), and hereby subjects and subordinates the Mortgage to the provisions of the Agreement.

IN WITNESS WHEREOF, Mortgagee has caused this Consent and Subordination to be signed by its duly authorized officer on its behalf on this _____ day of _____, 20__.

MORTGAGEE:

By: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a notary public in and for the County in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of _____, _____, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation and _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 20__.

_____
Notary Public

EXHIBIT G

RESTRICTIVE COVENANT

DOCUMENT PREPARED BY AND RETURN TO:

Above Space For Recorder's Use

RESTRICTIVE COVENANT

(1660 and 1700 Old Deerfield Road, Highland Park, IL)

THIS RESTRICTIVE COVENANT is made this _____ day of _____, 2026 by _____(***"Owner"***), legal title owner of the property located at 1660 and 1700 Old Deerfield Road, Highland Park, Lake County, Illinois ("***Property***"). The Property is legally described in **EXHIBIT A** attached to and, by this reference, made a part of this Restrictive Covenant. The City of Highland Park, an Illinois municipal corporation (the "***City***") and the owners of the "North Properties" (as defined in Section 3 of this Restrictive Covenant are third-party beneficiaries of this Restrictive Covenant.

NOW, THEREFORE, THE OWNER DECLARES that the Property and all portions thereof are and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants set forth in this document.

SECTION 1. BACKGROUND

Pursuant to a Development Agreement allowing for the development of a residential planned development for the Property dated as of _____, 2026 ("***Development Agreement***"), the Owner agreed to execute and record this covenant subjecting the Property and the current and future owners and residential occupants of the Property to the restrictions set forth herein.

SECTION 2. ACKNOWLEDGEMENTS, COVENANTS, AND AGREEMENTS

The maker of this Restrictive Covenant hereby acknowledges, covenants, and agrees, on behalf of itself and on behalf of all successors in interest to, and all future residents of, the Property that:

1. the location of the residential buildings and structures on the Property as depicted on the Final Site Plan, and their setback and distance from the three commercial and industrial properties located to the North of the Property, including specifically: (a) 1630 Old Deerfield Road, PIN 1627302002; (b) 1640 & 1628 Deerfield Road, PIN 1627302003; and (c) 1624 Old Deerfield Road, PIN 1627302004(collectively the "***North Properties***"), were the result of extensive study, discussion, planning and deliberation as part of the public approval of the Proposed Development by the professional Planning Staff, the Planning and Design Commission, and the City Council of the City.

2. the residential uses on the Property are set back a sufficient distance from each and all of the North Properties to satisfy the setback standard and requirement set forth in Section 150.520 (S) (3) of the Highland Park Zoning Ordinance; and

3. the residential uses on the Property are sufficiently buffered from each and all of the North Properties to satisfy the buffering standard and requirement set forth in Section 150.520 (S) (1) of the Highland Park Zoning Ordinance.

4. no owner of the Property, and no occupant of the Property acting in an ownership or representative capacity, shall object to or oppose any future proposed planned development on any of the North Properties on the sole basis that such development does not comply with, or satisfy the standards of, either Section 150.520 (S)(1) or Section 150.520 (S)(3) of the Highland Park Zoning Ordinance.

SECTION 3. GENERAL PROVISIONS

A. Restrictive Covenant Running with the Property. This Restrictive Covenant shall be recorded against, and shall run with, the Property and shall be binding upon and inure to the benefit of the Owner and its successors, assigns, agents, licensees, invitees, and representatives, and permanent and temporary occupants of the Property, including, without limitation, all subsequent owners and residents of the Property, or any portion thereof, and all persons claiming under them.

B. Recordation. This Restrictive Covenant shall be recorded with the Recorder of Deeds of Lake County, Illinois, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Restrictive Covenant.

C. Conflicts. To the extent that any provision of this Restrictive Covenant conflicts with any other covenant or agreement recorded against the Property, this Restrictive Covenant shall control.

D. Term. This Restrictive Covenant shall run with and bind the Property for so long as the Property is used for a residential use. If any of the privileges or rights created by this Restrictive Covenant would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

E. Rights Cumulative. Unless expressly provided to the contrary in this Restrictive Covenant, each and every one of the rights, remedies and benefits provided by this Restrictive Covenant shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

F. Governing Law. This Restrictive Covenant shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Severability. If any provision of this Restrictive Covenant is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Restrictive Covenant shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Restrictive Covenant shall not affect the enforceability of that provision in any other situation.

H. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Restrictive Covenant shall be effective unless and until such change is reduced to writing and (i) executed and properly approved by the corporate authorities of the City at the time such modification is intended to be effective, pursuant to all applicable statutory procedures, (ii) executed by the then-current owner or owners of the Property; and approved, in writing, by each of the owners of North Properties.

I. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Restrictive Covenant shall be made, or be valid, against the Owner, other than by (i) the City or (ii) the owners of the North Properties.

[EXECUTION AND NOTARY SECTION TO BE ADDED]

EXHIBIT H

AFFORDABLE UNIT DECLARATION

EXHIBIT I

AMENDMENT TO 1965 RESTRICTIVE COVENANT

This document was prepared by and
after recording should be returned to:

DLA Piper LLP (US)
Attn: Katie Jahnke Dale
444 W Lake, Suite 900
Chicago, IL 60606

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS ("***Amendment***") is made and entered into as of the ___ day of _____ 2026, by [THE HABITAT COMPANY LLC], a Delaware limited liability company ("***Owner***").

RECITALS:

A. The Owner is the record title holder of that certain real property legally described in **Exhibit A** which is attached hereto and incorporated herein by reference (the *"**Property**"*).

B. The Property is subject to that certain Declaration of Protective Covenants recorded against the Property on January 26, 1965 as Document No. 1252519 with the Recording Division of the office of the Lake County Clerk (the "***Declaration***").

C. The Declaration states that there will be no entrance or exit for vehicular traffic on Deerfield Road closer than 200 feet from Ridge Road.

D. The Declaration may be modified by the agreement of the Owner and the City of Highland Park (the "***City***").

E. The Owner proposes to redevelop the Property consistent with that certain Special Use Ordinance No. _____, as may be amended (the "***Development***"), which includes ingress and egress locations inconsistent with the Declaration.

F. To enable the construction of the Development on the Property, the City has agreed to this Amendment, which agreement is reflected in that certain Development Agreement between the City and the Owner dated _____ and recorded as Document ____ with the Recording Division of the office of the Lake County Clerk.

NOW, THEREFORE, the Owner declares, covenants and agrees as follows:

Section 1. Recitals. The Recitals set forth above are hereby incorporated into and made a material part of this Amendment.

Section 2. Declaration Amendment. Section 5 of the Declaration is hereby amended to read as follows:

"5. That there be no entrance or exit for vehicular traffic on Deerfield Road closer than approximately 150 feet from said Ridge Road."

Section 3. Miscellaneous. This Amendment runs with the land, and is binding upon, the Owner and their respective successors and assigns. Except as provided in this Amendment, all the terms and provisions of the Declaration shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:

_____**,** a Delaware limited liability company

By: _____

Its: _____

By: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF _____)
) SS.
COUNTY OF ____)

This instrument was acknowledged before me on _____, 2026, by _____, the Authorized Signatory of _____**,** a Delaware limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 2026.

_____
Notary Public

My Commission expires:_____

SEAL

DRAFT

EXHIBIT "A" to AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

Legal Description

Parcel 1:

Lots 10 Through 13, Both Inclusive, In Deer-Ridge Industrial Subdivision, Being Part Of Section 27, Township 43 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded November 27, 1968 As Document No. 1402659, In Lake County, Illinois.

Parcel 2:

Lots 2 And 3 In Cherry's Resubdivision, Being Part Of Section 27, Township 43 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded January 29, 1971 As Document No. 1489161, In Lake County, Illinois.

PINs: 1627302009; 1627302008; 1627401003; 1627401002; 1627401001; 1627122001; 1627302007; 1627302006; and 1627302005

EXHIBIT J

PHASING PLAN

EXHIBIT K

SOUND ATTENUATION STUDY

EXHIBIT L

SITE ILLUSTRATIVE PLAN AND QUANTITATIVE SUMMARY

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

LOTS 10 THROUGH 13. BOTH INCLUSIVE, IN DEER-RIDGE INDUSTRIAL SUBDIVISION, BEING PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 27, 1968 AS DOCUMENT NO. 1402659, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

LOTS 2 AND 3 IN CHERRY'S RESUBDIVISION, BEING PART OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1971 AS DOCUMENT NO. 1489161, IN LAKE COUNTY, ILLINOIS.

PINS: 16-27-302-005, 16-27-302-006, 16-27-302-007, 16-27-302-008, 16-27-302-009, 16-27-401-001, 16-27-401-002, 16-27-401-003, 16-27-122-001

EXHIBIT B

PUBLIC IMPROVEMENTS

PUBLIC IMPROVEMENTS EXHIBIT
THE RESIDENCES OF HIGHLAND PARK
SPACECO #11395.02
02/03/2026

EXCEPT AS NOTED, CLOUD ON FOLLOWING EXHIBIT SHEETS INDICATES A PUBLIC IMPROVMENT

LAKE COUNTY PUBLIC WORKS
650 W. WINCHESTER ROAD
LIBERTYVILLE, ILLINOIS 60048
PHONE: (847) 377-7500

DEVELOPER
RED CUP LAND COMPANY, LLC
2401 N. HALSTED STREET, SUITE 200
CHICAGO, ILLINOIS 60614
PHONE: (773) 975-5724

ARCHITECT
CORNERSTONE ARCHITECTS, LTD.
1152 SPRING LAKE DRIVE
ITASCA, ILLINOIS 60143
PHONE: (630) 773-8363

CALL J.U.L.I.E. 1-800-892-0123
WITH THE FOLLOWING:
COUNTY LAKE
CITY, TOWNSHIP HIGHLAND PARK
SEC. & ¼ SEC. NO. S27 T43N R12E
48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN. & HOLIDAYS

BENCHMARK
ELEVATION:
DESCRIPTION: SEE SHEET GN FOR BENCHMARK INFORMATION

NOTE:
SPACECO, INC. IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

SITE IMPROVEMENT PLANS
for

THE RESIDENCES OF HIGHLAND PARK OFF-SITE

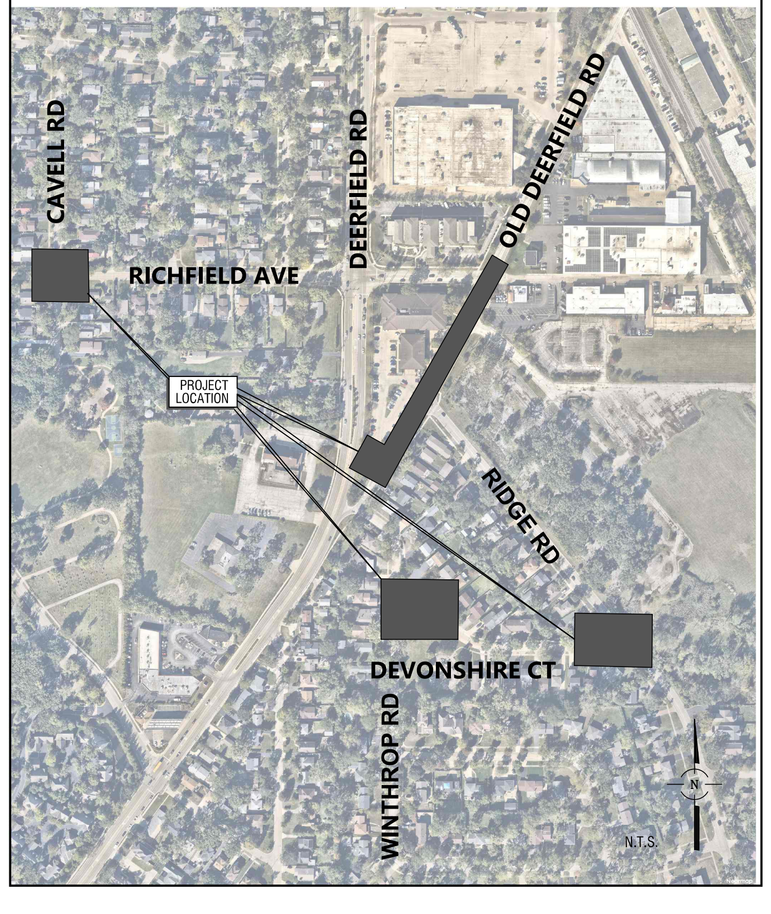
HIGHLAND PARK
LAKE COUNTY, ILLINOIS

PROJECT NO:11395.02

THE RESIDENCES OF HIGHLAND PARK – OFF-SITE
HIGHLAND PARK, ILLINOIS

INDEX

SHEET #	SHEET I.D.	SHEET DESCRIPTION
1	C1	COVER SHEET
2	GN	TYPICAL SECTIONS & GENERAL NOTES
3	ET1	OLD DEERFIELD ROAD EXISTING CONDITIONS PLAN
4-6	REM1-REM3	REMOVAL PLANS
7	GM1	OLD DEERFIELD ROAD GEOMETRIC PLAN
8	GR1	OLD DEERFIELD ROAD GRADING PLAN
9	UT1	OLD DEERFIELD ROAD UTILITY PLAN
10	ENG2	DEERFIELD ROAD ENGINEERING PLAN
11	ENG3	CROSSWALKS ENGINEERING PLANS
12	S1	SPECIFICATIONS
13	DET1	DETAILS



REVISIONS

ORIGINAL PLAN DATE: NOVEMBER 25, 2025

#	SHEET #	REMARKS	DATE
1	2,7,10	PER CITY	12/23/25
2	4,7,8	PER CITY	01/15/26
3	7	PER CITY	01/27/26

ENGINEER
BRETT M. DUFFY, P.E.
ILLINOIS REGISTRATION NO.: 062-053198
EXPIRATION DATE: 11/30/2027

PROFESSIONAL DESIGN FIRM NO.: 184-001157
EXPIRATION DATE: 04/30/2027

THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT THE SIGNATURE , SEAL, AND EXPIRATION DATE OF SEAL OF THE ENGINEER

01/27/26
DATE

LICENSED PROFESSIONAL ENGINEER
BRETT M. DUFFY
NO. 062-053198
ILLINOIS

COVER SHEET OF PLANS REFERENCED IN FOLLOWING PAGES

EXHIBIT PAGE 1 OF 17

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

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 11395.02_OFS-TITLE
DATE: 11/25/25
JOB NO. 11395.02
SHEET C1
1 OF 18

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SHEET PROVIDED AS A REFERENCE TO EXISTING CONDITIONS. NO PUBLIC IMPROVEMENTS SHOWN.

EXHIBIT PAGE 2 OF 17

PAGES FROM

OLD DEERFIELD ROAD EXISTING CONDITIONS

OFF-SITE IMPROVEMENTS OF THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

Spaceco

Civil Engineering & Surveying

Rosemont, IL – Morris, IL – Indianapolis, IN

spacecoinc.com

FILENAME: 11395.02_OFS-ET1

DATE: 11/25/25

JOB NO. 11395.02

SHEET ET1

3 OF 18

SCALE 1" = 20'

0 20 40

NOTE:
UNDERGROUND UTILITIES ARE SHOWN BY USING PHYSICAL EVIDENCE FOUND ON THE SURFACE AND/OR FROM UTILITY COMPANY FIELD STAKES AND, THEREFORE, THEIR LOCATIONS ARE APPROXIMATE AND MAY NOT BE COMPLETELY ACCURATE. FOR MORE ACCURATE LOCATION, FIELD EXCAVATE.

PIPE FLOW DIRECTIONS, IF SHOWN, ARE BASED ON FIELD OTHERWISE, IN WHICH CASE THE EXISTING PLAN INDICATE INVERT ELEVATIONS UNLESS EXISTING PLANS INDICATE DIRECTION IS SHOWN.

LEGEND

STORM SEWER
SANITARY SEWER
COMBINED SEWER
WATER MAIN
GAS MAIN
T
G
W
S
CATV
OH
FO
UNDERGROUND ELECTRIC LINE
UNDERGROUND TELEPHONE LINE
UNDERGROUND CATV LINE
OVERHEAD UNDER ELECTRIC/CATV POLES
FIBER OPTIC LINE
FENCE
GUARDRAIL
EDGE OF WATER
WETLAND LIMITS
AIR CONDITIONING UNIT
BOLLARD
HAND HOLE
TRAFFIC SIGNAL BOX
TRAFFIC SIGNAL
CABLE PEDESTAL
CABLE MANHOLE
GAS METER
GAS VALVE
CATCH BASIN
CLEANOUT
CONCRETE TRAP
DRAIN MANHOLE
DOWNSPOUT
STORM MANHOLE
FLARED END SECTION
INLET
ELECTRIC METER
ELECTRIC MANHOLE
ELECTRIC PEDESTAL
UTILITY POLE
LANDSCAPE LIGHT/FLOOD LIGHT
GUY WIRE ANCHOR
LIGHT POLE
TRAFFIC METER
TRAFFIC SIGNAL
HAND HOLE
ROUND MANHOLE
SQUARE MANHOLE
SATELLITE DISH
FLAG POLE
MAILBOX
POST
IRON PIPE
IRON ROD
CONCRETE MONUMENT
DISC
BOLLARD
TEST PIT
VALVE AND VAULT
WATER VALVE
FIRE HYDRANT
WATER METER
SHARED CONNECTION/ADD SPRINKLER
BUFFALO BOX
ALTERNATE VALVE
BUFFALO BOX
CROSS
IRON PIPE
IRON ROD
CONCRETE MONUMENT
DISC
SIGN
MAILBOX
TREE WITH SIZE
CONIFER
BUSH
WINDOW WELL
ASPHALT
CONCRETE
BRICK
GRAVEL
BUILDING
SPOT ELEVATION
CONTOUR

SIGN LEGEND:

1 — STOP — R1-1 — 36" x 36"

2 — RESERVED PARKING — R7-8 — 12" x 24" — R7-1101 — 12" x 6" — $250 FINE

3 — W11-1 — 30" X 30"

LEGEND

- FULL DEPTH HMA PAVEMENT
- HMA PAVEMENT RESURFACING
- CONCRETE SIDEWALK
- CONCRETE SIDEWALK HC RAMP (5' WIDE UNLESS NOTED)
- TYPE B-6.12 CURB AND GUTTER
- REVERSE PITCH CURB
- DEPRESSED CURB & GUTTER

SCALE 1" = 20'

0 20 40

NOTES:

1. DIMENSIONS ON CURB LINE ARE TO THE BACK OF CURB. OTHER DIMENSIONS ARE TO EDGE OF PAVEMENT OR CENTER OF STRIPING.
2. ALL CURB AND GUTTERS ARE B-6.12 STANDARD PITCH UNLESS OTHERWISE NOTED.
3. SEE SHEET GN1 FOR PAVEMENT SECTION DETAILS.
4. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
5. ALL ACCESSIBLE PARKING SPACE SIGNAGE SHALL CONFORM TO ILLINOIS ACCESSIBILITY CODE.
6. SEE LANDSCAPE DRAWINGS FOR DESIGN AND DETAILS OF PATIO AREAS

OLD DEERFIELD RD

EAST SIDE SIDEWALK NOT INCLUDED

PRIVATE DRIVEWAY NOT INCLUDED

EAST SIDE SIDEWALK NOT INCLUDED

EAST SIDE SIDEWALK NOT INCLUDED

RIDGE RD

RICHFIELD AVE

IMPROVEMENTS WITHIN OLD DEERFIELD ROAD R.O.W. AND ON POLICE STATION PROPERTY WITH EXCEPTION OF PRIVATE DRIVEWAY AND SIDEWALK ON EAST SIDE OF ROAD.

PAGE 2 OF 17

NO.	DATE	REMARKS
3	01/27/26	PER CITY
2	01/15/26	PER CITY
1	12/23/25	PER CITY

OLD DEERFIELD ROAD GEOMETRIC PLAN

OFF-SITE IMPROVEMENTS OF THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 11395.02_OFS-GM1

DATE: 11/25/25

JOB NO. 11395.02

SHEET GM1 7 OF 18

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PUBLIC IMPROVEMENTS | EXHIBIT PAGE 4 OF 17

IMPROVEMENTS WITHIN OLD DEERFIELD ROAD R.O.W. AND ON POLICE STATION PROPERTY WITH EXCEPTION OF PRIVATE DRIVEWAY AND SIDEWALK ON EAST SIDE OF ROAD.

PAGES FROM

RICHFIELD AVE

RIDGE RD

OLD DEERFIELD RD

EAST SIDE SIDEWALK NOT INCLUDED

PRIVATE DRIVEWAY NOT INCLUDED

EAST SIDE SIDEWALK NOT INCLUDED

EAST SIDE SIDEWALK NOT INCLUDED

CAUTION

PROTECT EXISTING LANDSCAPING ALONG RESTAURANT PROPERTY DURING WALK CONSTRUCTION

CURB RAMP

1:4 RISERS

MEET EXISTING WALK

MEET EXISTING CURB AND GUTTER

MEET EXISTING PAVEMENT (TYP.)

TO MEET SIDEWALK GRADE ALONG PATIO AREAS

VARIABLE HEIGHT CURB

MEET EXISTING BRICK PAVING SEE LANDSCAPE PLANS

MEET EXISTING BRICK PAVING SEE LANDSCAPE PLANS

BARRIER CURB SEE LANDSCAPE PLAN

MEET EXISTING WALK

EXISTING R.O.W.

SITE BENCHMARK #2

SITE BENCHMARK #1

SITE BENCHMARK #3

FIRE HYDRANT

FLAG POLE

METAL BARRIER

STONE WALL

BRICK WALL

STONE BUILDING

HANDICAPPED DOOR ACCESS BUTTON

LIGHT

BOLLARD

MECHANICAL UNIT

CONCRETE PAD

STONE PAVING

BRICK PAVING

CONCRETE WALK

BRICK WALL

STONE RACK

BIKE RACK

COLUMN

BENCH

METAL

SITE BENCHMARK #4

SITE BENCHMARK #5

SITE BENCHMARK #6

SITE BENCHMARK #7

SITE BENCHMARK #8

SITE BENCHMARK #9

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SCALE 1" = 20'

0 20 40

N

NOTES:

1. ADD 600 TO ELEVATIONS SHOWN AS XX.XX.
2. ALL CURB AND GUTTER IS STANDARD PITCH UNLESS NOTED OTHERWISE.
3. ALL SPOT GRADES ALONG CURB LINE ARE EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.

LEGEND

F/F	FINISHED FLOOR
	LOCAL DRAINAGE
	100-YEAR OVERLAND FLOW ROUTE
	SAWCUT LINE / MEET EXISTING GRADE
54.35 EP	EDGE OF PAVEMENT
54.35 TC	TOP OF CURB

NO.	DATE	REMARKS
2	01/15/26	PER CITY

NO.	DATE	REMARKS

OLD DEERFIELD ROAD GRADING PLAN

OFF-SITE IMPROVEMENTS OF THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

Spaceco

Civil Engineering & Surveying

Rosemont, IL – Morris, IL – Indianapolis, IN

spacecoinc.com

FILENAME: 11395.02_OFS-GR1

DATE: 11/25/25

JOB NO. 11395.02

SHEET GR1

8 OF 18

NOTES:

1. ALL STORM SEWERS SHALL BE RCP CLASS IV (ASTM C-76) WITH O-RING GASKETED JOINTS (ASTM C-443) UNLESS NOTED OTHERWISE.
2. ANY SEWER CONSTRUCTED BELOW OR WITHIN 2' OF PROPOSED PAVEMENT SHALL HAVE TRENCH BACKFILL.
3. =)=====)= INDICATES TRENCH BACKFILL REQUIRED.
4. FRAME AND GRATE/LID FOR STORM SEWER STRUCTURES
   1C - MANHOLE-NEENAH R-2504-C FRAME W/ TYPE "B" CLOSED LID
   1P - INLET, CATCH BASIN-NEENAH R-2504-C WITH TYPE "D" GRATE
5. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION TO VERIFY ANY CONFLICTS WITH THE EXISTING AND PROPOSED SANITARY SEWER, STORM SEWER SEWERS AND WATERMAIN. PIPE LOCATIONS WERE ESTIMATED FROM ORIGINAL DESIGN DRAWINGS AND THE FIELD SURVEY OBSERVATIONS AND IS MEANT AS A GUIDE ONLY.
6. EXISITNG & PROPOSED DRY UTILITIES ARE SHOWN FOR REFERENCE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION OF EXISTING DRY UTILITIES AND TO COORDINATE THE REMOVAL OR ABANDONMENT OF ALL DRY UTILITIES WITH THEIR CORRESPONDING OWNERS.

LEGEND

- STORM SEWER
- WATER MAIN
- SANITARY SEWER
- STORM STRUCTURE
- PRESSURE CONNECTION
- FIRE HYDRANT
- SANITARY MANHOLE
- LIGHTPOLE

UTILITY STRUCTURE LEGEND

STRUCTURE ABBREVIATION
STRUCTURE NUMBER
M-100
A4D,1P
FRAME AND LID TYPE
DIAMETER & SIZE OF STRUCTURE
TYPE OF STRUCTURE

UTILTY STRUCTURE ABBREVIATIONS

I = INLET
CB = CATCH BASIN
M = MANHOLE
E = FLARED END SECTION
MES = METAL END SECTION
VV = VALVE VAULT
PC = PRESSURE CONNECTION
S = SANITARY MANHOLE

SCALE 1" = 20'
0 20 40

PAGES FROM

OLD DEERFIELD ROAD UTILITY PLAN

THE RESIDENCES OF HIGHLAND PARK

OFF-SITE

HIGHLAND PARK, ILLINOIS

OLD DEERFIELD RD

RIDGE RD

RICHFIELD AVE

PROPOSED R.O.W.

EXISTING R.O.W.

PROPOSED SIDEWALK EASEMENT

EAST SIDE SIDEWALK NOT INCLUDED

PRIVATE DRIVEWAY NOT INCLUDED

EAST SIDE SIDEWALK NOT INCLUDED

EAST SIDE SIDEWALK NOT INCLUDED

IMPROVEMENTS WITHIN OLD DEERFIELD ROAD R.O.W. AND ON POLICE STATION PROPERTY WITH EXCEPTION OF PRIVATE DRIVEWAY AND SIDEWALK ON EAST SIDE OF ROAD.

RELOCATE DRAIN R=655.29 I=652.46

RELOCATE DRAIN R=655.42 I=652.92

RELOCATE DRAIN R=655.45 I=652.95

RELOCATE VALVE SEE LANDSCAPE PLAN

RELOCATE MONUMENT SIGN. SEE LANDSCAPE PLAN (TYP.).

RELOCATE COMM. VAULT (BY UTILITY OWNER)

ADJUST / RELOCATE GAS STRUCTURE (BY UTILITY OWNER)

ADJUST / RELOCATE COMM. VAULT (BY UTILITY OWNER)

VERIFY LOCATION OF UTILITY POLE AND CLEARANCE TO SIDEWALK (COORD. W/UTILITY OWNER)

RECONSTRUCT EXISTING STORM STRUCTURE A2D,1P R=654.55

RECONSTRUCT EXISTING STORM STRUCTURE A2D,1P R=654.49

RECONSTRUCT EXISTING STORM STRUCTURE CONNECT 12" RCP R=654.16 I=650.68

IN-200 A2D,1P R=654.26 I=652.26 W-4" I=651.93 N-4" I=651.63 E-12"

IN-100 A2D,1P R=653.20 I=650.82

CONNECT TO EXISTING 12" RCP, I=651.59

23'-4" PVC @ 2.00%

10'-4" PVC @ 2.00%

7'-12" @ 0.50%

34'-4" PVC @ 3.00%

28'-12" @ 0.30%

PER PREVIOUS PLAN BY OTHERS

PUBLIC IMPROVEMENTS | EXHIBIT PAGE 5 OF 17

NO.	DATE	REMARKS

NO.	DATE	REMARKS

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SHEET UT1
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PUBLIC IMPROVEMENTS | EXHIBIT PAGE 6 OF 17

PAGES FROM

PARKING LOT, DRIVEWAY AND DEERFIELD ROAD IMPROVEMENTS

OLD DEERFIELD RD

RIDGE RD

DEERFIELD RD

EXISTING R.O.W.

SIGN LEGEND:

① R5-1 36" x 36"	② R3-1 36" x 36"	③ R3-2 36" x 36"	④ 24" x 36"

NOTE: ① INDICATES SIGN ② MOUNTED ABOVE SIGN ③

SCALE 1" = 20'

0 20 40

N

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DEERFIELD ROAD ENGINEERING PLAN

OFF-SITE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS
1	12/23/25	PER CITY

NO.	DATE	REMARKS

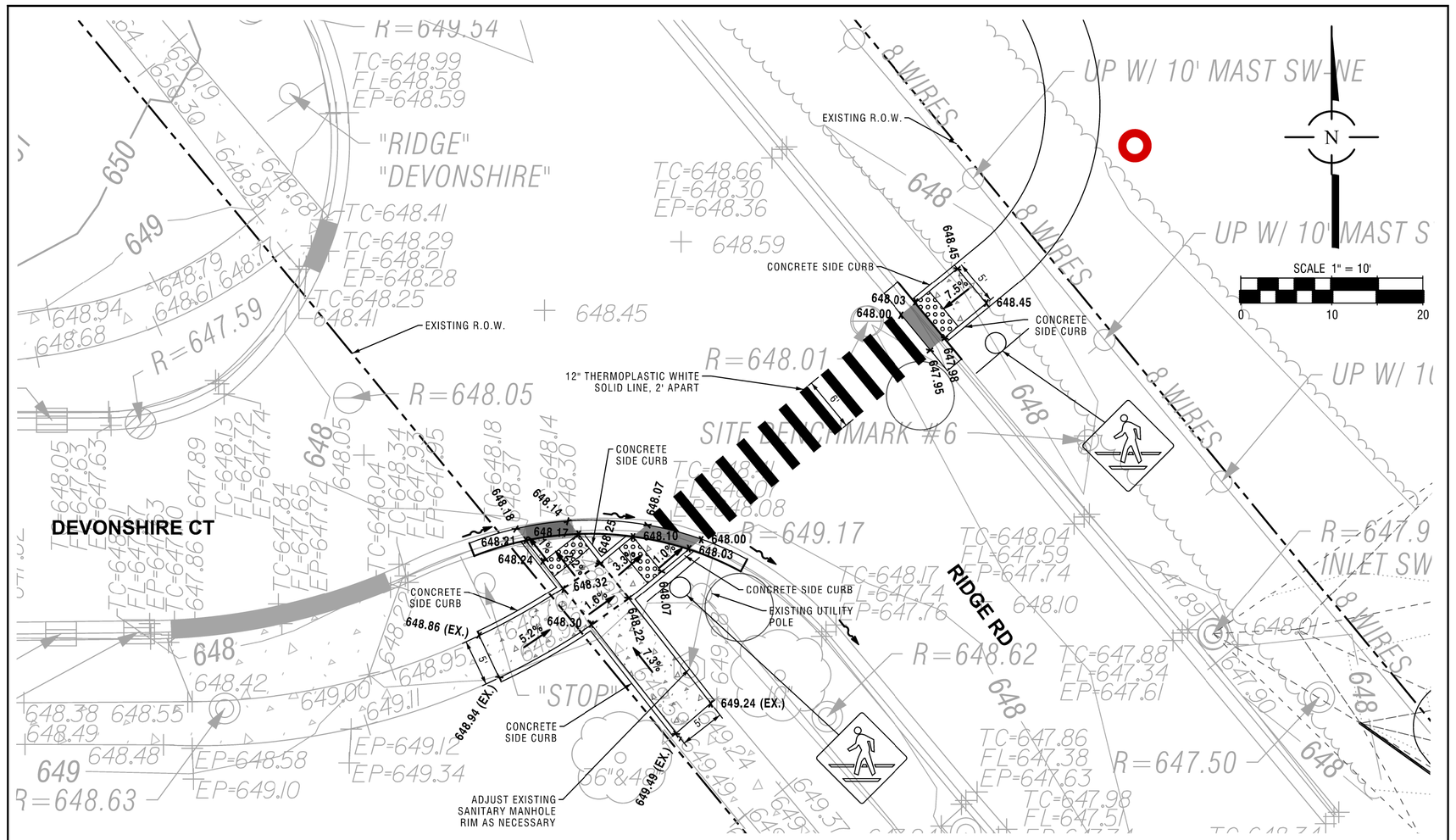
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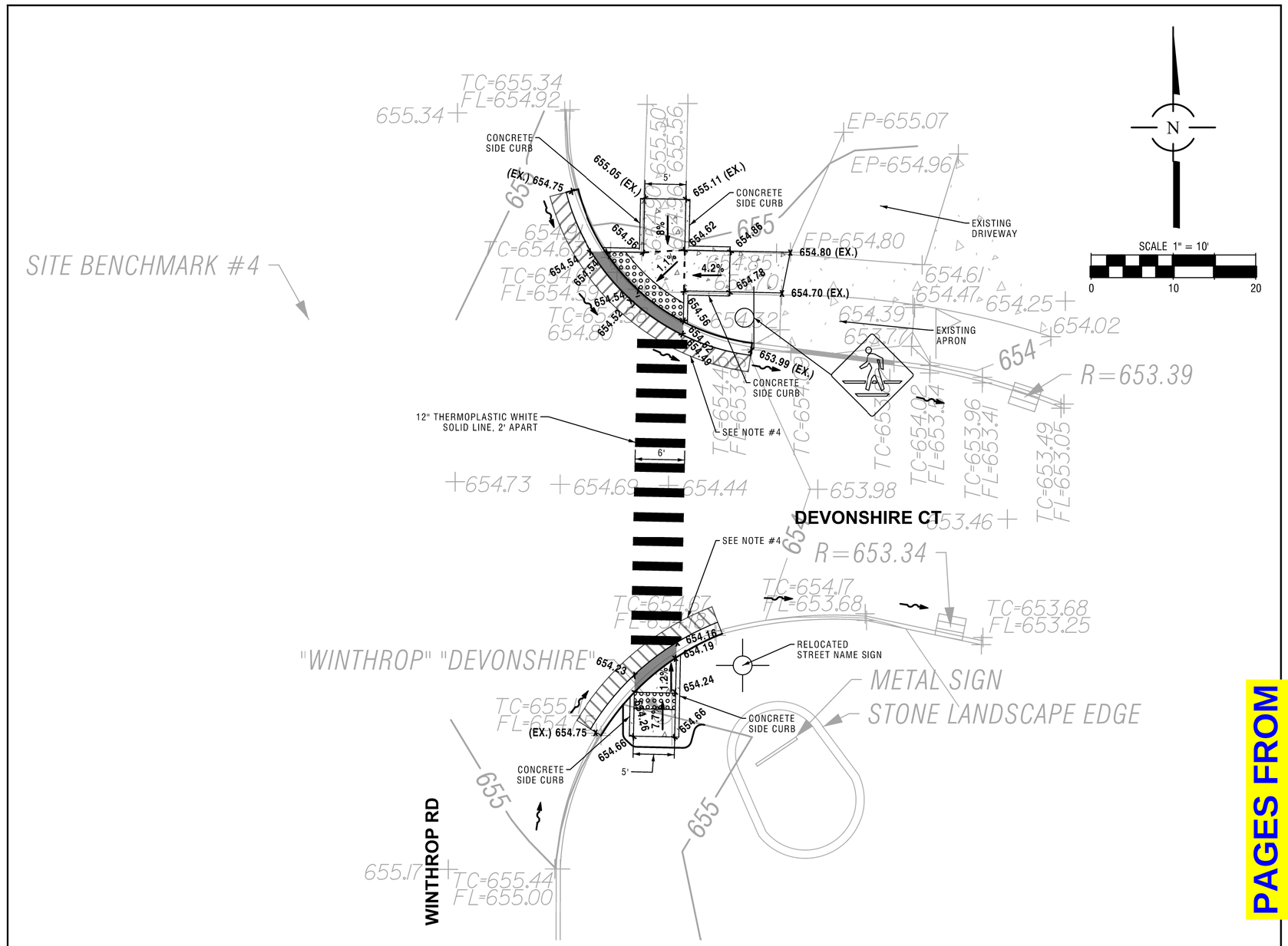
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SHEET ENG2

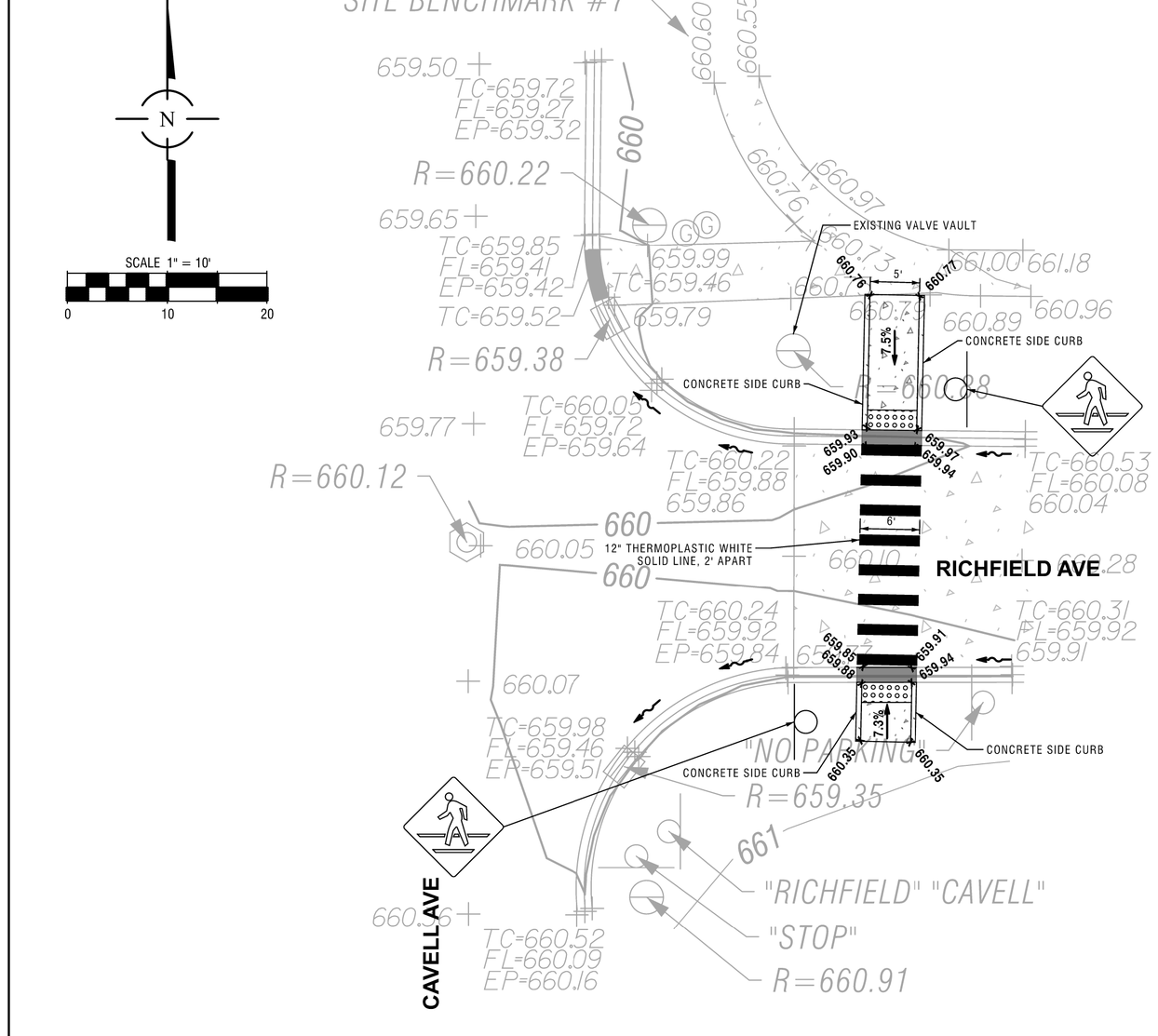
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DEVONSHIRE COURT / RIDGE AVENUE CROSSWALK



DEVONSHIRE COURT / WINTHROP ROAD CROSSWALK



RICHFIELD AVENUE / CAVELL AVENUE CROSSWALK

LEGEND

- DETECTABLE WARNING TILES
- DEPRESSED CURB AND GUTTER
- CURB AND GUTTER
- P.C.C. SIDEWALK
  - 5" P.C.C.
  - 4" CA-6
- TRAFFIC SIGN
- STREET NAME SIGN
- DRAINAGE ARROW

NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC.
2. ALL PARKWAY WITHIN THE R.O.W. DISTURBED BY SIDEWALK CONSTRUCTION AND GRADING OPERATIONS SHALL BE RESTORED TO EXISTING CONDITIONS WITH 4" OF TOPSOIL AND SOD (MIN.)
3. SEE PERPENDICULAR CURB RAMPS FOR SIDEWALKS DETAILS ON SHEET DET1.
4. 2' WIDE STRIP OF FULL DEPTH CONCRETE PAVEMENT TO BE REPLACED ADJACENT TO REPLACED CURB & GUTTER. PAVEMENT THICKNESS SHALL MEET OR EXCEED EXISTING.

NO.	DATE	REMARKS

NO.	DATE	REMARKS

PAGES FROM

CROSSWALKS ENGINEERING PLAN

THE RESIDENCES OF HIGHLAND PARK

OFF-SITE

HIGHLAND PARK, ILLINOIS

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CROSSWALK IMPROVEMENTS

PUBLIC IMPROVEMENTS | EXHIBIT PAGE 7 OF 17

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SITE IMPROVEMENT PLANS
for
THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK
LAKE COUNTY, ILLINOIS

PROJECT NO:11395.02

PAGES FROM

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK
LAKE COUNTY, ILLINOIS

DEVELOPER
THE HABITAT COMPANY
350 W. HUBBARD STREET, SUITE 500
CHICAGO, ILLINOIS 60654
PHONE: (312) 527-5400

ARCHITECT
BSB DESIGN, INC
220 N. SMITH STREET
PALATINE, IL 60067
PHONE: (847) 705-2200

CALL J.U.L.I.E. 1-800-892-0123
WITH THE FOLLOWING:
COUNTY LAKE
CITY, TOWNSHIP HIGHLAND PARK
SEC. & ¼ SEC. NO. S27 T43N R12E
48 HOURS BEFORE YOU DIG.
EXCLUDING SAT., SUN. & HOLIDAYS

BENCHMARK
ELEVATION:
DESCRIPTION: SEE SHEET OVET FOR BENCHMARK INFORMATION

NOTE:
SPACECO, INC. IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

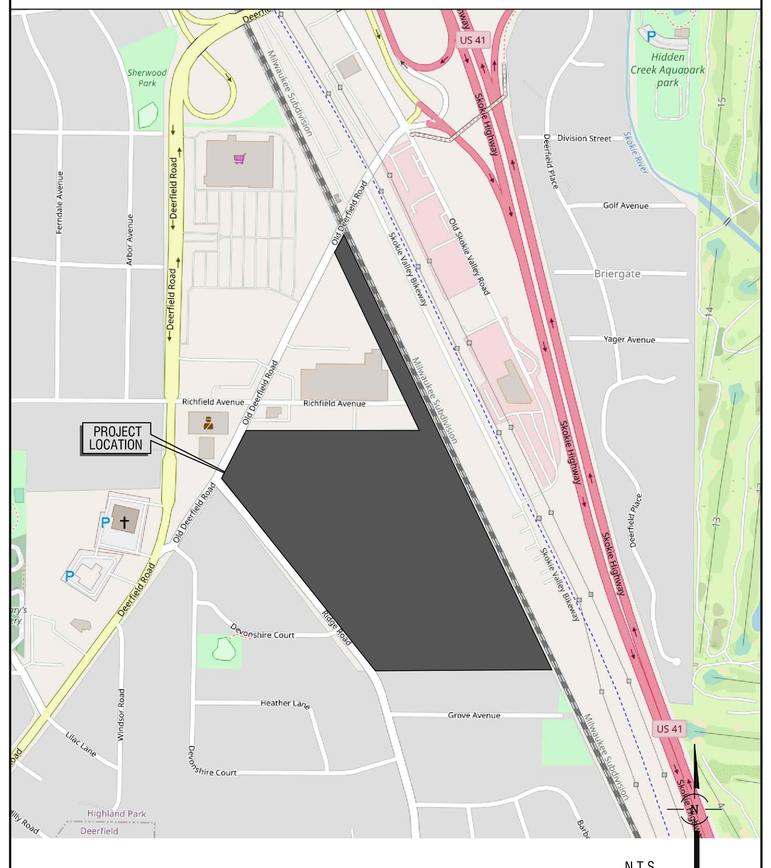
REVISIONS

ORIGINAL PLAN DATE: NOVEMBER 25, 2025

#	SHEET #	REMARKS	DATE
1	2,10,17-23,30,34	PER CITY	12/23/25
2	17-20,25	PER CITY	01/15/26
3	17,18,22	PER CITY	01/27/26

INDEX

SHEET #	SHEET I.D.	SHEET DESCRIPTION
1	C1	COVER SHEET
2	GN	TYPICAL SECTIONS & GENERAL NOTES
3	OVET	OVERALL EXISTING CONDITIONS PLAN
4-9	EC1-6	EXISTING CONDITIONS PLANS
10-15	DEMO1-6	DEMOLITION PLANS
16	OVSP	OVERALL SITE PLAN
17-22	GM1-6	GEOMETRIC PLANS
23-28	GR1-6	GRADING PLANS
29-34	UT1-6	UTILITY PLANS
35-40	SE1-6	SOIL EROSION AND SEDIMENT CONTROL PLANS
41-42	SE7-8	SOIL EROSION AND SEDIMENT CONTROL NOTES AND DETAILS
43	S1	SPECIFICATIONS
44-46	D1-D3	DETAILS



ENGINEER
BRETT M. DUFFY, P.E.
ILLINOIS REGISTRATION NO.: 062-053198
EXPIRATION DATE: 11/30/2027
PROFESSIONAL DESIGN FIRM NO.: 184-001157
EXPIRATION DATE: 04/30/2027
01/27/26
DATE
BRETT M. DUFFY NO. 062-053198 LICENSED PROFESSIONAL ENGINEER ILLINOIS
THESE PLANS OR ANY PART THEREOF SHALL BE CONSIDERED VOID WITHOUT THE SIGNATURE , SEAL, AND EXPIRATION DATE OF SEAL OF THE ENGINEER

COVER SHEET OF PLANS REFERENCED IN FOLLOWING PAGES

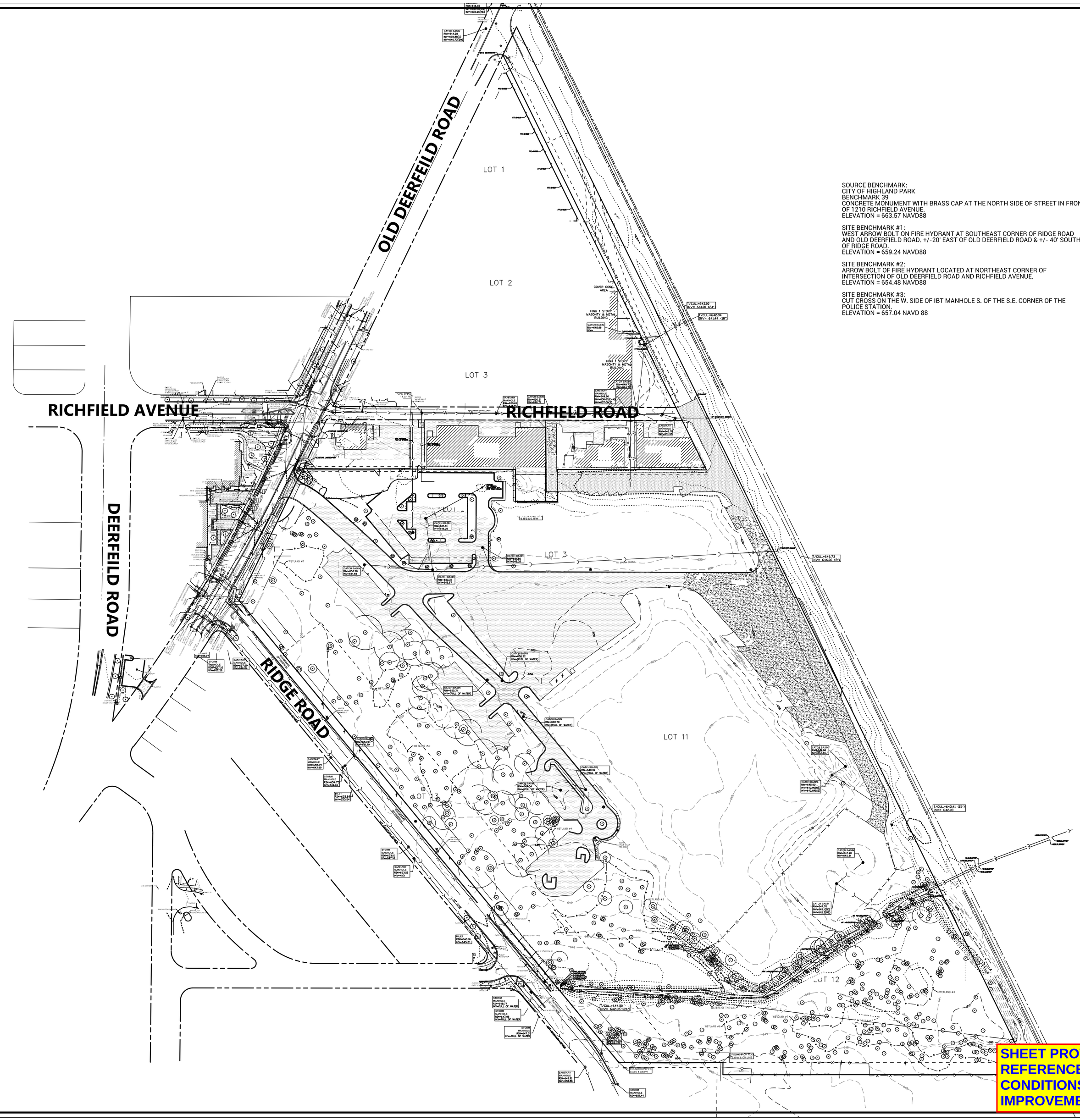
EXHIBIT PAGE 8 OF 17

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SHEET C1
1 OF 46

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SOURCE BENCHMARK:
CITY OF HIGHLAND PARK
BENCHMARK 39
CONCRETE MONUMENT WITH BRASS CAP AT THE NORTH SIDE OF STREET IN FRONT OF 1210 RICHFIELD AVENUE.
ELEVATION = 663.57 NAVD88

SITE BENCHMARK #1:
WEST ARROW BOLT ON FIRE HYDRANT AT SOUTHEAST CORNER OF RIDGE ROAD AND OLD DEERFIELD ROAD. +/-20' EAST OF OLD DEERFIELD ROAD & +/- 40' SOUTH OF RIDGE ROAD.
ELEVATION = 659.24 NAVD88

SITE BENCHMARK #2:
ARROW BOLT OF FIRE HYDRANT LOCATED AT NORTHEAST CORNER OF INTERSECTION OF OLD DEERFIELD ROAD AND RICHFIELD AVENUE.
ELEVATION = 654.48 NAVD88

SITE BENCHMARK #3:
CUT CROSS ON THE W. SIDE OF IBT MANHOLE S. OF THE S.E. CORNER OF THE POLICE STATION.
ELEVATION = 657.04 NAVD 88

N

SCALE 1" = 100'

0 100 200

LEGEND

- STORM SEWER
- SANITARY SEWER
- COMBINED SEWER
- WATER MAIN
- GAS MAIN
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND CATV LINE
- OVERHEAD WIRE(S) ON UTILITY POLES
- FIBER OPTIC LINE
- RAILROAD
- FENCE
- GUARDRAIL
- EDGE OF WATER
- WETLAND LIMITS
- AIR CONDITIONING UNIT
- BOLLARD
- HAND HOLE
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL
- ELECTRIC METER
- LIGHT POLE
- GUY WIRE ANCHOR
- LANDSCAPE LIGHT/FLOOD LIGHT
- UTILITY POLE
- ELECTRIC PEDESTAL
- ELECTRIC MANHOLE
- TELEPHONE PEDESTAL
- TELEPHONE MANHOLE
- CABLE PEDESTAL
- CABLE MANHOLE
- GAS METER
- GAS VALVE
- GAS MANHOLE
- COMBINATION MANHOLE
- SANITARY MANHOLE
- GREASE TRAP
- CLEANOUT
- DOWNSPOUT
- STORM MANHOLE
- CULVERT
- CATCH BASIN
- FLARED END SECTION
- INLET
- AUXILIARY VALVE
- BUFFALO BOX
- SIMESE CONNECTION/AUTO SPRINKLER
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- WELL
- VALVE AND VAULT
- MAILBOX
- SIGN
- FLAG POLE
- SATELLITE DISH
- UNIDENTIFIED PEDESTAL
- VENT PIPE
- UNIDENTIFIED MANHOLE
- STONE
- RIGHT OF WAY MONUMENT
- PK NAIL/MAG NAIL
- RAILROAD SPIKE
- IRON ROD
- IRON PIPE
- CROSS
- CONCRETE MONUMENT
- DISC
- BORING
- TEST PIT
- TREE WITH SIZE
- FIR TREE WITH SIZE
- BUSH
- WINDOW WELL
- ASPHALT
- CONCRETE
- GRAVEL
- BRICK
- 680 CONTOUR
- × 999.99 SPOT ELEVATION

NOTE:

UNDERGROUND UTILITIES ARE SHOWN BY USING PHYSICAL EVIDENCE FOUND ON THE SURFACE AND/OR FROM UTILITY COMPANY FIELD STAKES AND, THEREFORE, THEIR LOCATIONS ARE APPROXIMATE AND SUSPECTED AND MAY NOT BE COMPLETELY ACCURATE. FOR MORE ACCURATE LOCATION, FIELD EXCAVATE.

PIPE FLOW DIRECTIONS, IF SHOWN, ARE BASED ON FIELD INVERT ELEVATIONS UNLESS EXISTING PLANS INDICATE OTHERWISE, IN WHICH CASE THE EXISTING PLAN FLOW DIRECTION IS SHOWN.

LAST DATE OF FIELD WORK: OCTOBER 27, 2021

ON-SITE TOPOGRAPHIC SURVEY BY UNITED SURVEY SERVICE, LLC , 2018

SHEET PROVIDED AS A REFERENCE TO EXISTING CONDITIONS. NO PUBLIC IMPROVEMENTS SHOWN.

EXHIBIT PAGE 9 OF 17

PAGES FROM

NO.	DATE	REMARKS

NO.	DATE	REMARKS

OVERALL EXISTING CONDITIONS

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

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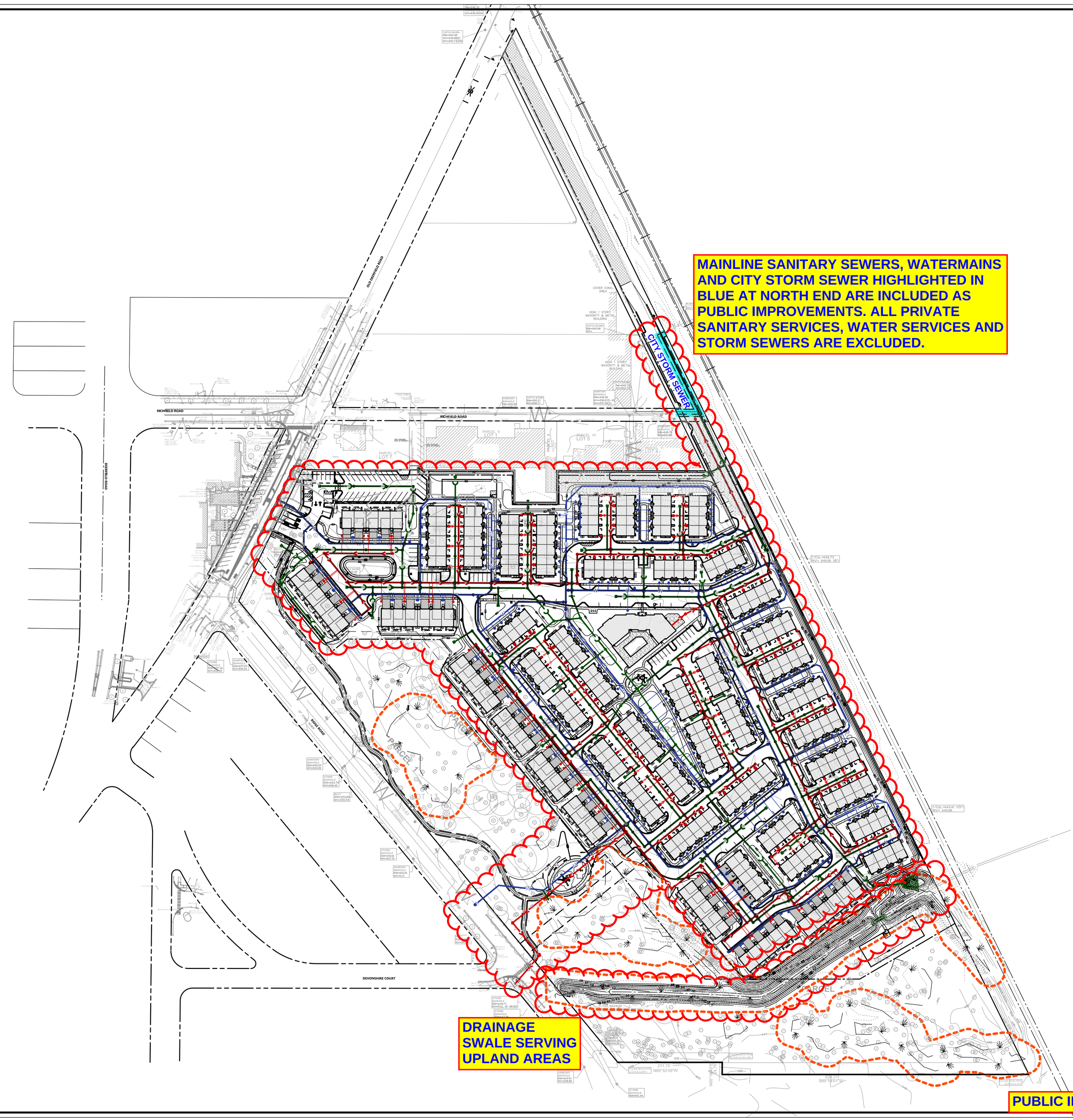
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SHEET OVET

3 OF 46

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N

SCALE 1" = 100'

0 100 200

LEGEND

WETLAND BUFFER

NOTES:

1. SEE GR1, GM1, UT1, AND SE1 FOR NOTES AND LEGENDS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

PAGES FROM

OVERALL SITE PLAN

THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

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PUBLIC IMPROVEMENTS | EXHIBIT PAGE 11 OF 17

PAGES FROM

MATCHLINE - SEE SHEET GM2

MATCHLINE - SEE SHEET GM1

MATCHLINE - SEE SHEET GM3

RICHFIELD ROAD

OLD DEERFIELD ROAD

LOT 2

LOT 1

HIGH 1 STORY MASONRY & METAL BUILDING

HIGH 1 STORY MASONRY & METAL BUILDING

COVER CONC. AREA

SEWER

TWALL-BOLT-S

TWALL-BOLT-S

DEPRESSED CURB

DEPRESSED CURB

MATCHLINE - SEE SHEET GM3

MEET EX. PAVEMENT

154.5' (7 @ 22')

26.5'

R 15'

R 15'

MEET EX. PAVEMENT

MILL AND OVERLAY, 1.5" (TYPICAL). SPOT REPAIR EXISTING PAVEMENT AREAS IN DISREPAIR (FULL-DEPTH). CONTRACTOR TO FIELD VERIFY AND COORDINATE FINAL MAINTENANCE PLAN WITH OWNER AND ENGINEER PRIOR TO CONSTRUCTION.

SITE SIGNAGE

SEE INSET ABOVE FOR SIGNAGE AND STRIPING AT INTERSECTION

3

FFE=686.50

FFE=686.50

FFE=686.50

FFE=686.50

FFE=686.50

FFE=686.50

FFE=686.50

FFE=686.50

50'

50'

PROPOSED STOP BAR 24" WHITE

PROPOSED STOP BAR 24" WHITE

EXISTING RAILROAD CROSSING SIGN TO REMAIN

EXISTING STRIPING TO BE REMOVED

PROPOSED LETTERS & SYMBOLS (RAILROAD CROSSING)

EXTEND CENTERLINE STRIPING TO PROPOSED STOP BAR 2 @ 11' O.C. YELLOW

EXISTING STOP BAR TO REMAIN

EXISTING STOP BAR TO REMAIN

EXISTING STRIPING TO REMAIN

EXISTING STOP SIGN TO BE REMOVED

PRIVATE DRIVEWAY NOT INCLUDED

ACCESS DRIVE

RAILROAD TRACKS

OLD DEERFIELD ROAD

3 INSET - SIGNAGE AND STRIPING AT INTERSECTION

IMPROVEMENTS WITHIN OLD DEERFIELD ROAD R.O.W. WITH EXCEPTION OF PRIVATE DRIVEWAY.

KEY MAP

SHEET LOCATION

N.T.S.

NOTES:

SEE SHEET GM1 FOR LEGEND AND NOTES

0 30 60

SCALE 1" = 30'

N

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THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

GEOMETRIC PLAN – 6

NO.	DATE	REMARKS
3	01/27/26	PER CITY
1	12/23/25	PER CITY

NO.	DATE	REMARKS

MAINLINE SANITARY SEWERS, WATERMAINS AND CITY STORM SEWER HIGHLIGHTED IN BLUE AT NORTH END ARE INCLUDED AS PUBLIC IMPROVEMENTS. ALL PRIVATE SANITARY SERVICES, WATER SERVICES AND STORM SEWERS ARE EXCLUDED. TYPICAL.

PUBLIC IMPROVEMENTS | **EXHIBIT PAGE 12 OF 17**

PAGES FROM

MATCHLINE - SEE SHEET UT3

MATCH LINE SEE SHEET UT2

RIDGE ROAD

OLD DEERFIELD ROAD

RICHFIELD ROAD

RICHFIELD ROAD

KEY MAP

SHEET LOCATION

N.T.S.

NOTES:

1. ALL STORM SEWERS SHALL BE RCP CL-IV UNLESS NOTED OTHERWISE.
2. ALL SANITARY SEWERS SHALL BE PVC SDR 26 UNLESS NOTED OTHERWISE.
3. ALL WATER MAINS SHALL BE D.I.P.-CLASS 52 UNLESS NOTED OTHERWISE. MEGALUGS AND THRUST BLOCKS ARE REQUIRED FOR ALL WATERMAIN FITTINGS.
4. INDICATES TRENCH BACKFILL REQUIRED.
5. FRAME AND GRATE/LID FOR STORM SEWER STRUCTURES
   - 15 - MANHOLE-NEENAH R-2504-C FRAME WITH TYPE "B" CLOSED LID
   - 1P - INLET, CATCH BASIN-NEENAH R-2504-C WITH TYPE "D" GRATE
   - 15 - INLET, CATCH BASIN - NEENAH R-4340-B OPEN LID
6. ELEVATIONS SHOWN AS XXX.XX+/- OR M/E SHALL MEET THE EX. GRADE. CONTRACTOR TO FIELD VERIFY ELEVATIONS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
7. CONTRACTOR TO COORDINATE FINAL UTILITY, SANITARY, STORM, WATER) SERVICE LOCATIONS, SIZES AND INVERT ELEVATIONS WITH MEP PLAN PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES.
8. DESIGN OF WIRING AND CIRCUITRY OF LIGHTING WILL BE BY OTHERS.
9. A MINIMUM OF TEN (10) FEET CLEAR HORIZONTAL SEPARATION IS REQUIRED BETWEEN SANITARY SEWERS AND WATERMAIN IN ACCORDANCE WITH IEPA REQUIREMENTS. SEPARATION IS MEASURED FROM OUTSIDE OF PIPE. CONTRACTOR TO FIELD VERIFY PRIOR TO INSTALLATION.
10. CASINGS SHALL BE USED AT WATER CROSSINGS WHERE THE WATER LINE CROSSES UNDER STORM AND SANITARY SEWER. CASING SHALL EXTEND AT LEAST 10 FEET FROM THE CROSSING IN BOTH DIRECTIONS AND SHALL BE USED WHEN THE TWO LINES ARE WITHIN THE 10 FEET HORIZONTALLY.

STORM STRUCTURE LEGEND

- M-100 — STRUCTURE NUMBER
- A40.1P — FRAME AND LID TYPE
- DIAMETER & SIZE OF STRUCTURE
- TYPE OF STRUCTURE

STORM STRUCTURE ABBREVIATIONS

I = INLET
CB = CATCH BASIN
M = MANHOLE
E = FLARED END SECTION

SCALE 1" = 30'

0 30 60

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THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

UTILITY PLAN – 1

NO.	DATE	REMARKS

NO.	DATE	REMARKS

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MATCHLINE - SEE SHEET UT1

MATCHLINE - SEE SHEET UT6

RICHFIELD ROAD

CITY CONSTRUCTED STORM SEWER AS PART OF RICHFIELD ROAD IMPROVEMENTS.

CONNECT TO CITY CONSTRUCTED STORM STRUCTURE. ADJ. EX. RIM IF NEEDED R=646.70 I=643.60

BUILD DROP MH OVER EX. SANITARY SEWER S-1 R=648.20 I=640.20 I=M/E±

CLEANOUT

8" SANITARY SEWER

CITY STORM SEWER

SANITARY MANHOLE RIM=649.96 INV=636.61(E-W) INV=637.06(S)

SANITARY MANHOLE RIM=648.78 INV=631.58

STORM JB FOR VELOPMENT ORING

T/CUL.=646.73 INV= 646.06 (8")

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PUBLIC IMPROVEMENTS

EXHIBIT PAGE 13 OF 17

PAGES FROM

KEY MAP

SHEET LOCATION

N.T.S.

NOTES:
SEE SHEET UT1 FOR LEGEND AND NOTES

SCALE 1" = 30'

0 30 60

N

UTILITY PLAN - 2

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS
1	12/23/25	PER CITY

NO.	DATE	REMARKS

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PUBLIC IMPROVEMENTS | **EXHIBIT PAGE 14 OF 17**

PAGES FROM

DEVONSHIRE COURT

RIDGE ROAD

MATCHLINE - SEE SHEET UT4

MATCHLINE - SEE SHEET UT1

SEE SHEET UT1 FOR LEGEND AND NOTES

NOTES:

SCALE 1" = 30'

0 30 60

N

KEY MAP

SHEET LOCATION

N.T.S.

THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

UTILITY PLAN – 3

NO.	DATE	REMARKS

NO.	DATE	REMARKS

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SHEET UT3

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MATCHLINE - SEE SHEET UT3

MATCHLINE - SEE SHEET UT2

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PUBLIC IMPROVEMENTS

EXHIBIT PAGE 15 OF 17

KEY MAP

SHEET LOCATION

N.T.S.

NOTES:
SEE SHEET UT1 FOR LEGEND AND NOTES

SCALE 1" = 30'

PAGES FROM

UTILITY PLAN - 4

THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

NO.	DATE	REMARKS

NO.	DATE	REMARKS

SHEET UT4
32 OF 46

JOB NO. 11395.02

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PUBLIC IMPROVEMENTS | **EXHIBIT PAGE 16 OF 17**

PAGES FROM

KEY MAP

N.T.S.

SHEET LOCATION

MATCHLINE - SEE SHEET UT-3

NOTES:
SEE SHEET UT-1 FOR LEGEND AND NOTES

SCALE 1" = 30'
0 30 60

N

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THE RESIDENCES OF HIGHLAND PARK
HIGHLAND PARK, ILLINOIS

UTILITY PLAN – 5

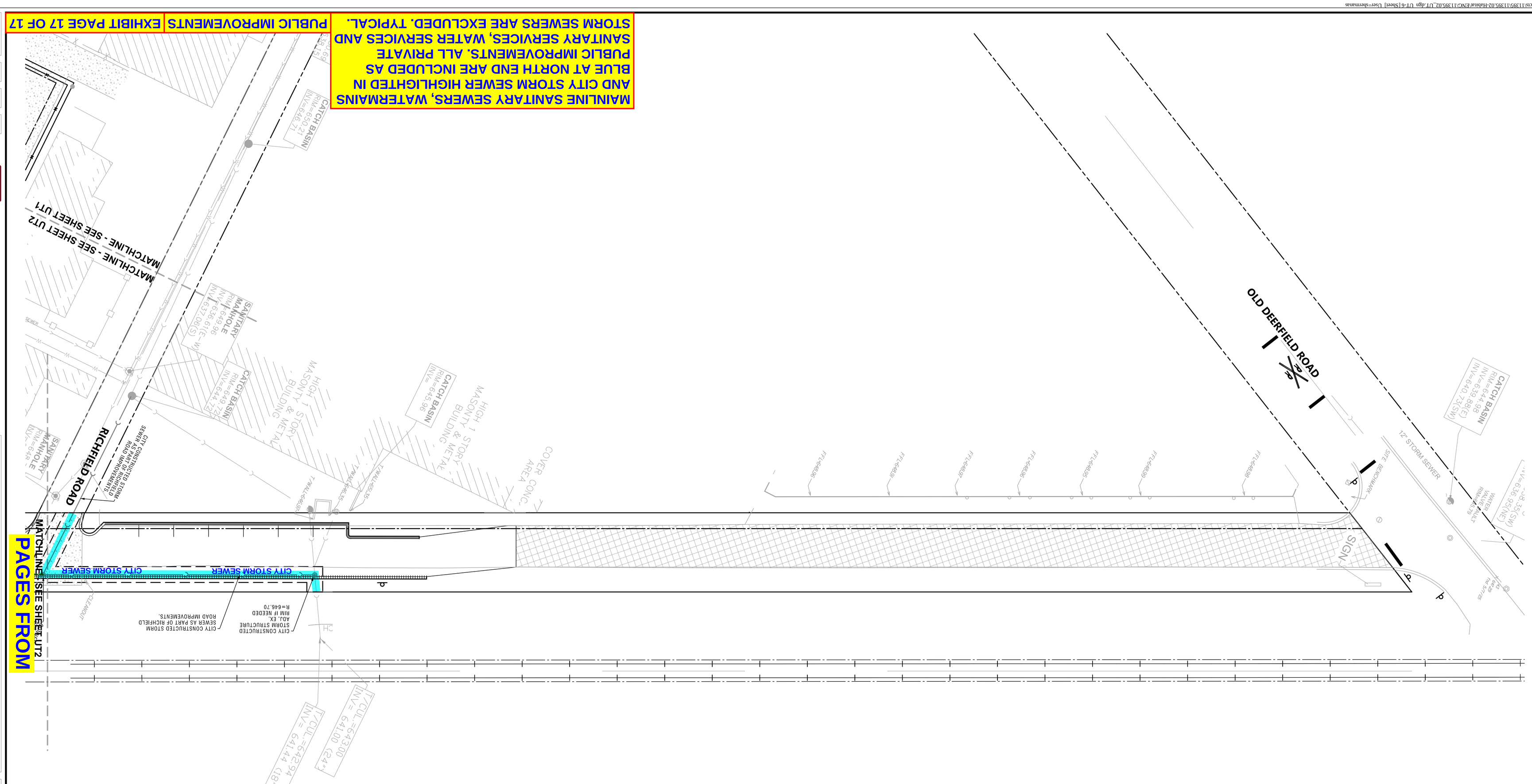
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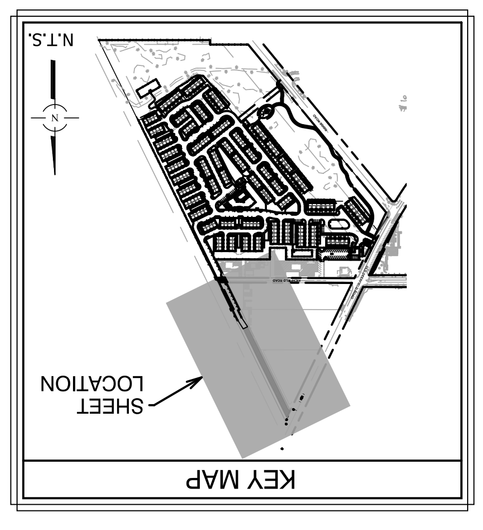
NO.	DATE	REMARKS

FILENAME: 11392.02_UT5
DATE: 11/25/25
JOB NO. 11395.02
SHEET UT5
33 OF 46

MAINLINE SANITARY SEWERS, WATERMAINS AND CITY STORM SEWER HIGHLIGHTED IN BLUE AT NORTH END ARE INCLUDED AS PUBLIC IMPROVEMENTS. ALL PRIVATE SANITARY SERVICES, WATER SERVICES AND STORM SEWERS ARE EXCLUDED. TYPICAL.

PUBLIC IMPROVEMENTS | **EXHIBIT PAGE 17 OF 17**





NOTES:
SEE SHEET UT1 FOR LEGEND AND NOTES

SCALE 1" = 30'
0 30 60

N

THE RESIDENCES OF HIGHLAND PARK

HIGHLAND PARK, ILLINOIS

UTILITY PLAN – 6

NO.	DATE	REMARKS
1	12/23/25	PER CITY

NO.	DATE	REMARKS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME: 11392.02_UT6
DATE: 11/25/25
JOB NO. 11395.02
SHEET UT6
34 OF 46

EXHIBIT C

FORM LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. _____ AMOUNT: _____

EXPIRATION DATE: _____ ***DATE OF ISSUE:***_____

_____
[Name of Bank]

_____
[Address]

TO: City of Highland Park
1707 St. Johns Avenue
Highland Park, Illinois 60035
Attention: City Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on this Irrevocable Standby Letter of Credit No. _____ UP TO AN AGGREGATE AMOUNT OF _____ United States Dollars ($_____) for account of The Habitat Company LLC (the "Customer").

Drafts under this Letter of Credit must bear upon their face the words:

"Drawn under _____
Credit No._____ Dated:_____

Drafts may be for all or any portion of the amount of this Letter of Credit, and must be in the form attached as Exhibit "A" and must be accompanied by one of the following documents executed by the City Manager or an individual designated as acting City Manager:

(a) A written statement on the form attached as Exhibit "B" stating that, conditioned upon proper notice to the City Manager, Letter of Credit No. _____ will expire within 35 days or less and that the Customer has failed to deliver to the City Manager evidence of a renewal of Letter of Credit No. _____; or

(b) A written statement on the form attached as Exhibit "C" stating that all or any part of the improvements required to be constructed pursuant to the Subdivision and Development Agreement dated _____, 20___ by and between the City and the Customer (the "Agreement") have not been constructed in accordance with the Agreement; or

(c) A written statement on the form attached as Exhibit "D" stating that all or any part of the costs, payments, permit fees or other fees required to be paid to the City pursuant to the Agreement have not been paid in accordance with the Agreement; or

(d) A written statement on the form attached as Exhibit "E" stating that all or any portion of the maintenance, repair, or restoration required to be performed pursuant to the Agreement have not been performed in accordance with the Agreement; or

(e) A written statement on the form attached as Exhibit "F" stating that all or any portion of the Customer's undertakings pursuant to the Agreement have not been performed in accordance with the Agreement.

WE HEREBY AGREE with the beneficiary that:

1. Drafts drawn under and in compliance with this Letter of Credit will be duly honored immediately upon presentation to us if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at our office on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the City in enforcing the terms hereof.

3. This Letter of Credit expires on _____, 20____, as stated above; provided, however, that we will send notice to the City Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.

4. In no event will this Letter of Credit or the obligations contained in this Letter of Credit expire except upon the prior written notice required above, it being expressly agreed that the above expiration date will be extended as is required to comply with the prior written notice required in this Letter of Credit.

5. No consent, acknowledgment, or approval of any kind from the Customer is necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the City Manager stating that the aggregate amount must be reduced in an amount permitted by the City's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Agreement dated _____, 20____ by and between the City and _____.

7. This Letter of Credit is irrevocable.

This Letter of Credit is governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "***Uniform Customs***"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit controls. This Letter of Credit is deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois, and will, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED IN THIS LETTER OF CREDIT, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF

ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

_____	_____
[Signature of Bank Officer]	[Signature of Bank Officer]
_____	_____
[Officer's Title]	[Officer's Title]

EXHIBIT "A" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied by Issuing Bank]

EXHIBIT "B" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____, 20____ in the amount of $_____ will expire within 35 days or less and that _____ has failed to deliver to the City Manager evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

_____
City Manager

EXHIBIT "C" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the improvements required to be constructed pursuant to the Development Agreement dated _____, 20___ by and between the City and The Habitat Company LLC, have not been constructed in accordance with said Agreement.

Very truly yours,

_____
City Manager

EXHIBIT "D" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the costs, payments, permit fees or other fees required to be paid pursuant to the Agreement dated _____, 20___ by and between the City and The Habitat Company LLC, have not been paid in accordance with said Agreement.

Very truly yours,

_____
City Manager

EXHIBIT "E" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the maintenance, repair or restoration required to be performed pursuant to the Development Agreement dated _____, 20____ by and between the City and The Habitat Company LLC, have not been performed in accordance with said Agreement.

Very truly yours,

_____
City Manager

EXHIBIT "F" TO FORM OF IRREVOCABLE STANDBY LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the undertakings of the Customer (as that term is defined in the above-referenced Letter of Credit) pursuant to the Development Agreement dated _____, 20____ by and between the City and The Habitat Company LLC, have not been performed in accordance with said Agreement.

Very truly yours,

_____
City Manager

EXHIBIT D

INSURANCE REQUIREMENTS

[NTD: Insurance requirements under review by risk team]

Developer, and its contractors and subcontractors constructing the Development, must obtain and maintain insurance as set forth in this **Exhibit D**.

A. **Worker's Compensation.** Worker's compensation insurance must be obtained with statutory coverage.

B. **Employer's Liability**. Employer's liability insurance must be obtained with coverage limits not less than $500,000 injury per occurrence, $500,000 disease per employee, and $500,000 disease policy limit.

C. **Comprehensive Motor Vehicle Liability.** Comprehensive motor vehicle liability insurance must be obtained with a combined single coverage limit for bodily injury and property damage of not less than $1,000,000 for vehicles owned, non-owned, or rented. All employees must be included as insureds.

D. **Comprehensive General Liability.** Comprehensive general liability insurance must be obtained written on an "occurrence" basis and with coverage limits no less than $2,000,000 for bodily injury and property damage with a combined single limit. Coverage must include a broad form property damage endorsement and a blanket contractual liability endorsement with express coverage of the indemnity provisions of the Agreement.

E. **Professional Liability.** Professional liability insurance must be obtained with a coverage limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and covering the insured against all sums they may be obligated to pay on account of any liability arising out of the Agreement.

F. **Method of Coverage.** Required insurance coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis so that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover the loss.

G. **Additional Insureds.** The following must be named as an additional insured on all policies except for worker's compensation and professional liability: City of Highland Park, including its Mayor, City Council, elected and appointed officials, officers, employees, agents, attorneys, and representatives.

H. **Other Requirements.** All policies must be primary and noncontributory to coverage held by the additional insureds listed in Section G, offer the additional insured their choice of counsel and the right to conduct their own defense, and state that coverage applies in the State of Illinois.

I. **Proof of Coverage.** Proof of adequate coverage and compliance with the requirements in this **Exhibit D** must be provided to the City (1) prior to the

Effective Date, (2) prior to the commencement of Project construction, and (3) upon City request.

EXHIBIT E

TRANSFEREE ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 20__, between the City of Highland Park, an Illinois home rule municipal corporation (***"City"***), The Habitat Company LLC, an Illinois limited liability company (***"Owner"***), and _____ (***"Transferee"***).

W I T N E S E T H:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20__, the Transferee agreed to purchase from Owner certain real property situated in Lake County, Illinois and legally described in **Exhibit 1** attached to and, by this reference, made a part of this Agreement (***"Property"***); and

WHEREAS, following the conveyance of the Property by Owner, the Transferee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Property by Owner, the City and Owner require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Development Agreement, dated as of _____, 20__, and recorded in the office of the Lake County Recorder on _____, 20__, as Document No. _____, by and between the City and Owner (***"Development Agreement"***);

NOW, THEREFORE, in consideration of the agreement of Owner to convey the Property to the Transferee, and of the City to accept the transfer of obligations as provided in this Agreement and to grant the releases granted in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the City, Owner, and the Transferee as follows:

1. **Recitals.** The foregoing recitals are by this reference incorporated in this Paragraph and made a part of this Paragraph as substantive provisions of this Agreement.

2. **Assumption of Obligations.** The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors, and administrators, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments, regardless of whether the terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Owner of the Property.

3. **Payment of City Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Development Agreement or by applicable City codes, ordinances, resolutions, rules, or regulations, the Transferee must pay to the City, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

4. **Acknowledgment and Release of Owner.** The City hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the

terms, requirements, and obligations of the Development Agreement, including all exhibits and attachments, and the City hereby releases Owner from any personal liability for failure to comply with the terms, requirements, and obligations of the Development Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

ATTEST:

CITY OF HIGHLAND PARK,
an Illinois home rule municipal corporation

_____
City Clerk

By:_____
Its: City Manager

ATTEST:

THE HABITAT COMPANY LLC,
an Illinois limited liability company

By:_____

Its:_____

By:_____

Its:_____

ATTEST:

[TRANSFEREE]

By:_____

Its:_____

By:_____

Its:_____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 20__, by _____, the City Manager of the City of Highland Park, an Illinois home rule municipal corporation, and by _____, the City Clerk of said municipal corporation.

_____
Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 20__, by _____ the _____ of **THE HABITAT COMPANY LLC**, a _____ limited liability company, and by _____, the _____ of said limited liability company.

_____
Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 20_, by _____ the _____ of **[TRANSFEREE]**, and by _____, the _____ of **[TRANSFEREE]**.

_____
Signature of Notary

SEAL

EXHIBIT F

LENDER'S CONSENT AND SUBORDINATION

_____ (and its successors and assigns, **"*Mortgagee*"**), is the holder of a certain note made by _____ and secured by the following documents, each from _____ and recorded with the Lake County Recorder of Deeds as indicated (collectively, the **"*Mortgage*"**):

[*DESCRIBE ALL APPLICABLE MORTGAGE AGREEMENTS, NOTES, AND OTHER RELATED DOCUMENTS, EACH BY DATE OF EXECUTION, DATE OF RECORDATION, AND RECORDED DOCUMENT NUMBER*]

Mortgagee hereby consents to the execution and recording of the above and foregoing Development Agreement (the **"*Agreement*"**), and hereby subjects and subordinates the Mortgage to the provisions of the Agreement.

IN WITNESS WHEREOF, Mortgagee has caused this Consent and Subordination to be signed by its duly authorized officer on its behalf on this _____ day of _____, 20__.

MORTGAGEE:

By: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a notary public in and for the County in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of _____, _____, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation and _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 20__.

_____
Notary Public

EXHIBIT G

RESTRICTIVE COVENANT

DOCUMENT PREPARED BY AND RETURN TO:

Above Space For Recorder's Use Only

RESTRICTIVE COVENANT

(1660 and 1700 Old Deerfield Road, Highland Park, IL)

THIS RESTRICTIVE COVENANT is made this _____ day of _____, 2025 by _____(***"Owner"***), legal title owner of the property located at 1660 and 1700 Old Deerfield Road, Highland Park, Lake County, Illinois ("***Property***"). The Property is legally described in **EXHIBIT A** attached to and, by this reference, made a part of this Restrictive Covenant. The City of Highland Park, an Illinois municipal corporation (the "***City***") and the owners of the "North Properties" (as defined in Section 3 of this Restrictive Covenant are third-party beneficiaries of this Restrictive Covenant.

NOW, THEREFORE, THE OWNER DECLARES that the Property and all portions thereof are and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants set forth in this document.

SECTION 1. BACKGROUND

Pursuant to a Development Agreement allowing for the development of a residential planned development for the Property dated as of _____, 2025 ("***Development Agreement***"), the Owner agreed to execute and record this covenant subjecting the Property and the current and future owners and residential occupants of the Property to the restrictions set forth herein.

SECTION 2. ACKNOWLEDGEMENTS, COVENANTS, AND AGREEMENTS

The maker of this Restrictive Covenant hereby acknowledges, covenants, and agrees, on behalf of itself and on behalf of all successors in interest to, and all future residents of, the Property that:

1. the location of the residential buildings and structures on the Property as depicted on the Final Site Plan, and their setback and distance from the three commercial

and industrial properties located to the North of the Property, including specifically: (a) 1630 Old Deerfield Road, PIN 1627302002; (b) 1640 & 1628 Deerfield Road, PIN 1627302003; and (c) 1624 Old Deerfield Road, PIN 1627302004(collectively the "***North Properties***"), were the result of extensive study, discussion, planning and deliberation as part of the public approval of the Proposed Development by the professional Planning Staff, the Planning and Design Commission, and the City Council of the City.

2. the residential uses on the Property are set back a sufficient distance from each and all of the North Properties to satisfy the setback standard and requirement set forth in Section 150.520 (S) (3) of the Highland Park Zoning Ordinance; and

3. the residential uses on the Property are sufficiently buffered from each and all of the North Properties to satisfy the buffering standard and requirement set forth in Section 150.520 (S) (1) of the Highland Park Zoning Ordinance.

4. no owner of the Property, and no occupant of the Property acting in an ownership or representative capacity, shall object to or oppose any future proposed planned development on any of the North Properties on the sole basis that such development does not comply with, or satisfy the standards of, either Section 150.520 (S)(1) or Section 150.520 (S)(3) of the Highland Park Zoning Ordinance.

SECTION 3. GENERAL PROVISIONS

A. Restrictive Covenant Running with the Property. This Restrictive Covenant shall be recorded against, and shall run with, the Property and shall be binding upon and inure to the benefit of the Owner and its successors, assigns, agents, licensees, invitees, and representatives, and permanent and temporary occupants of the Property, including, without limitation, all subsequent owners and residents of the Property, or any portion thereof, and all persons claiming under them.

B. Recordation. This Restrictive Covenant shall be recorded with the Recorder of Deeds of Lake County, Illinois, and all contracts and deeds of conveyance relating to the Property, or any part thereof, shall be subject to the provisions of this Restrictive Covenant.

C. Conflicts. To the extent that any provision of this Restrictive Covenant conflicts with any other covenant or agreement recorded against the Property, this Restrictive Covenant shall control.

D. Term. This Restrictive Covenant shall run with and bind the Property for so long as the Property is used for a residential use. If any of the privileges or rights created by this Restrictive Covenant would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then the affected privilege or right shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois, or for any shorter period that may be required to sustain the validity of the affected privilege or right.

E. Rights Cumulative. Unless expressly provided to the contrary in this Restrictive Covenant, each and every one of the rights, remedies and benefits provided by this

Restrictive Covenant shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

F. Governing Law. This Restrictive Covenant shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Severability. If any provision of this Restrictive Covenant is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Restrictive Covenant shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Restrictive Covenant shall not affect the enforceability of that provision in any other situation.

H. Amendments and Modifications. No modification, addition, deletion, revision, alteration or other change to this Restrictive Covenant shall be effective unless and until such change is reduced to writing and (i) executed and properly approved by the corporate authorities of the City at the time such modification is intended to be effective, pursuant to all applicable statutory procedures, (ii) executed by the then-current owner or owners of the Property; and approved, in writing, by each of the owners of North Properties.

I. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Restrictive Covenant shall be made, or be valid, against the Owner, other than by (i) the City or (ii) the owners of the North Properties.

[EXECUTION AND NOTARY SECTION TO BE ADDED]

EXHIBIT A

Legal Description

Parcel 1:

Lots 10 Through 13, Both Inclusive, In Deer-Ridge Industrial Subdivision, Being Part Of Section 27, Township 43 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded November 27, 1968 As Document No. 1402659, In Lake County, Illinois.

Parcel 2:

Lots 2 And 3 In Cherry's Resubdivision, Being Part Of Section 27, Township 43 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded January 29, 1971 As Document No. 1489161, In Lake County, Illinois.

PINs: 1627302009; 1627302008; 1627401003; 1627401002; 1627401001; 1627122001; 1627302007; 1627302006; and 1627302005

EXHIBIT H

AFFORDABLE UNIT DECLARATION

This document was prepared by and
after recording should be returned to:

City of Highland Park
Planning Division
1150 Half Day Road
Highland Park, IL 60035

AFFORDABLE UNIT DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("***Declaration***") is made and entered into as of the ___ day of _____ 2026, by The Habitat Company LLC, an Illinois limited liability company, (*"**Declarant**"*), with an office at _____.

RECITALS:

A. The Declarant is the record title holder of that certain real legally described in **Exhibit A** which is attached hereto and incorporated herein by reference, together with all improvements and fixtures thereon (collectively, the *"**Land**"*).

B. The Land is being developed with a 227 unit residential development, one of which, known as Unit _____ will be developed as an affordable housing ownership unit (***"Property"***).

C. The Property is being developed as an affordable housing unit pursuant to the City's Inclusionary Housing Ordinance (being Article XXI of the City's Zoning Code), established by the City to further its goal of preserving and promoting a culturally and economically diverse population through the development and preservation of decent, affordable housing as a component of market rate developments in order to create and preserve housing opportunities for low-and moderate-income people who otherwise would be denied such opportunities because of limited financial resources. The Property is subject to the Development Agreement between Declarant and the City of Highland Park, an Illinois home rule municipal corporation, with offices at 1707 St. Johns Avenue, Highland Park, Illinois ("***City***"), dated _____, 2026, and subject further to the Declarant entering into this Declaration and causing it to be recorded against the Property at the office of the County of Lake, Illinois Recorder of Deeds. The Owner acknowledges that this Declaration is included within the zoning authority of the City in furtherance of these purposes, which is, and is hereby, accepted by the Owner as sufficient basis for this Declaration.

D. The City of Highland Park Housing Commission (*"**Housing Commission**"*) was created by the City Council of the City as a municipal corporation organized for the purposes of promoting the development and preservation of decent, affordable housing in the City. Among other activities, the Housing Commission is responsible for overseeing the implementation of the inclusionary housing component of the Zoning Code.

E. The Declarant shares the purposes and goals of the City and the Housing Commission and has agreed to develop the Property not only to obtain those benefits to which all

subsequent owners are entitled under this Declaration, but also to further the purposes of the City's zoning regulations concerning affordable housing.

F. The Owner and each of its successors and assigns recognize the special nature of the terms and conditions of this Declaration, and each of them, with the independent and informed advice of legal counsel, freely accepts these terms and conditions, including those terms and conditions that may affect the marketing and resale price of the Property.

G. The Owner and each of its successors and assigns understand and accept that the terms and conditions of this Declaration further such shared goals over an extended period of time and through successions of owners.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant, for itself and its successors in interest in the Property and/or any part thereof, hereby declares that the Property is and shall be subject at all times to the following:

Section 1. Definitions. Whenever used in this Declaration, the following terms shall have the following meanings unless a different meaning is required by the context:

"City Code": "The Highland Park Code of 1968," as amended.

"Director": The duly-appointed director of the Department of Community Development of the City.

"Domestic Partner": For purposes hereof, a person shall qualify as the Owner's "Domestic Partner" if: (i) neither the Owner nor such person is married; (ii) each of the Owner and such person is at least 18 years old and competent to consent and enter into legally binding contracts; (iii) the Owner and such person are not related to each other by blood closer than would bar marriage in the State of Illinois; (iv) the Owner and such person is each other's sole Domestic Partner; (v) the Owner and such person are mutually responsible for each other's common welfare; and (vi) such person satisfies at least one of the following criteria: (a) such person is the primary beneficiary under the Owner's will; (b) the Owner and such person have joint ownership of a motor vehicle; (c) the Owner and such person have a bona-fide joint credit account; (d) the Owner and such person have a bona-fide joint checking or savings account; (e) such person is designated as the primary beneficiary of the Owner's life insurance or retirement benefits; or (f) such person holds a power of attorney for healthcare decisions for the Owner.

"Household": All persons who reside or will reside together with the Owner(s) or any subsequent owner on the Property.

"Housing Commission": The Highland Park Housing Commission, an Illinois municipal corporation established pursuant to Article XI of Chapter 33 of the City Code, along with the Housing Commission's authorized agents and designees.

"Owner": Each legal and equitable owner of all or any portion of the Property or any interest therein, including, without limitation, the Declarant and any subsequent owner by sale, conveyance or other transfer of any legal or beneficial interest in the Property. Unless the context otherwise requires, "Owner" shall mean the Owner at the time in question. "Owner" and "Owners" are used interchangeably.

"Permitted Transferee": The Owner's spouse, or Domestic Partner, one or more of the Owner's children, or any member of the Owner's Household who has resided upon the Property for at least one year immediately prior to the Owner's death.

"Purchase Option": The permanent and irrevocable option (but without obligation) of the Housing Commission to purchase the Property upon the occurrence of certain Purchase Events, as more specifically set forth in Section 11 of this Declaration.

"Purchase Price": The lesser of: (i) the value set forth in the Appraisal; or (ii) the Formula Purchase Price.

"Transfer or Conveyance" or "Transferred or Conveyed": Any sale, transfer, conveyance, assignment, pledge, mortgage, hypothecation or transfer or other disposition, and includes, but is not limited to: (i) any transfer or encumbrance or pledge of any ownership interest in and/or any controlling interest in the Owner or any other entity which owns or occupies the Property or any such ownership or controlling interest in any constituent (e.g., shareholders, partners and/or members) of the Owner or any such other owning or occupying entity; and (ii) any lease or sublease of the Property.

"Zoning Code": The "City of Highland Park Zoning Ordinance of 1997," as may be amended from time to time.

Section 2. Term; Recordation. The covenants, conditions, and restrictions in this Declaration will continue in full force and effect with respect to the Property unless the Housing Commission records in the land records an instrument specifically stating that these covenants, conditions, and restrictions have been be terminated or amended. This Declaration must be recorded by the Declarant in an order and manner to assure that the Declaration is first recorded and not subject or subordinate to any mortgages, liens, or any other similar encumbrances.

Section 3. Sale, Transfer or Conveyance. Except as expressly permitted in this Declaration, at no time shall title to the Property be Transferred or Conveyed to or held by an Owner who is not a Qualified Purchaser, as defined in Section 4 of this Declaration.

Section 4. Qualified Purchaser. Except as provided in Section 4.B of this Declaration, for purposes of this Declaration, a "**Qualified Purchaser**" is an Owner who meets the requirements of Section 4.A of this Declaration.

A. Income. The maximum "household" income of the Owner, at the time it acquires the Property, must not exceed ___ percent of the then-applicable Chicago area median income, adjusted for household size, as published from time to time by the U.S. Department of Housing and Urban Development ("***HUD***") or any successor thereof under Section 8 of the United States Housing Act of 1937, as amended. In the event the Chicago area is redefined so as to eliminate Lake County, Illinois, then the parties shall utilize the median gross income published by HUD for the newly created metropolitan area defined by HUD that does include Lake County, Illinois.

B. Housing Commission. For purposes of this Declaration, the Housing Commission shall be a "Qualified Purchaser" with respect to the Property, or with respect to the occurrence of any Purchase Events and the Housing Commission's Purchase Option under Section 11 of this Declaration.

Section 5. Owner-Occupied Residence. Each Owner (except for Declarant) shall at all times occupy the Property as the Owner's principal residence and for any incidental activities related to such residential use, provided such other use is in compliance with zoning and all other requirements of law. The Property may not be occupied for any period of time by any person other than the Owner and members of the Owner's Family (as defined in the Zoning Code), without the express written consent of the Housing Commission, which consent need not be given if, in the Housing Commission's sole judgment, the occupancy would not further the purposes of this Declaration.

Section 6. Delivery of Materials to Ensure Compliance.

A. Delivery of Supporting Materials. The Owner must have executed and delivered to the Housing Commission, in care of the Director of Community Development of the City ("***Director***") (or any successor or replacement official designated by the City or the Housing Commission, if the position of Director of Community Development at any time ceases to exist), a Letter of Stipulation of Owner and the certificates, documents, materials, and other information (collectively, the "***Supporting Materials***") required from time to time in order to obtain a Certificate of Compliance (as described below) from the Director, and the subsequent Owner's legal counsel must have executed and delivered to the Housing Commission, in care of the Director, a Letter of Acknowledgment of Legal Counsel of Owner, setting forth their respective review and understanding of the Declaration and all related documents. Copies of the form of the Letter of Stipulation of Owner and Letter of Acknowledgment of Legal Counsel of Owner are set forth in **Exhibit B** which is attached to and incorporated herein by reference. A list of supporting materials may be obtained from the Director, upon request, at the Highland Park Department of Community Development, 1150 Half Day Road, Highland Park, Illinois 60035. In order to avoid a delay in processing a request for a Certificate of Compliance, the Owner of the Property should obtain a list of the supporting materials from the Director and deliver the applicable supporting materials to the Director at least 30 days in advance of any contemplated transfer of the fee simple title to the Property. In order to confirm compliance with the Declaration upon a transfer of title to the Property, any deed or other instrument conveying or purporting to convey title to the Property or any portion thereof shall be void and of no further force and effect, unless such deed or instrument shall have attached thereto, a Certificate of Compliance signed by the Director on behalf of the Housing Commission, substantially in the form of **Exhibit C**, which is attached to and incorporated herein by this reference.

B. Furnishing of Information to Housing Commission. The Owner shall promptly furnish such information about the Property as the Housing Commission or its designee may reasonably request from time to time, which may include, without limitation, the identity of each Owner and of each member of the Owner's Household living in the Property, the identity of any mortgagee or other person having an interest in the Property, the full consideration paid for the Property or any interest therein identified by category (*e.g.*, equity, institutional loan, and so forth), the condition of the Property, and any other information that the Housing Commission in good faith deems relevant, all for the purpose of assuring compliance with this Declaration. In addition to the foregoing, the Declarant shall keep such additional records and prepare and submit to the Housing Commission or its designee such reports as the Housing Commission or its designee may deem necessary to ensure compliance with the requirements of this Declaration and the applicable provisions of the Zoning Code (including, without limitation, Article XXI thereof).

Section 7. Property Maintenance. Each Owner (including Declarant) and its successors and assigns, covenant to maintain the Property in good order, repair and condition, and in compliance with all laws, regulations, ordinances, codes and orders, now existing or

hereafter enacted, regarding the habitability of the Property and in full compliance with all other federal, state, and local requirements. For good cause shown, the Housing Commission, acting through the Director or any other City employee designated by the Housing Commission, may inspect any portion of the Property provided the Director or such other designated employee shall have made reasonable efforts to give advance oral notice to the Owner.

Section 8. Property Insurance. Each Owner, and its successors, heirs, and assigns, covenants to maintain content and liability insurance on the Property, at the then-current Owner's sole expense, and to keep the Property continuously insured against loss or damage by fire and the extended coverage hazards for the full replacement value thereof. The Owner shall, at the Owner's sole expense, continuously maintain liability insurance covering the Property in an amount not less than $300,000.00 per occurrence. The dollar amount of this coverage shall be adjusted within 30 days after the Owner's receipt of a reasonable demand for such an adjustment by the Housing Commission, which demand may not be given more than once per year. Each adjustment shall be based upon the amount of insurance as is then customarily carried by owners of property similar to the Property, as reasonably determined by the Housing Commission. Such insurance shall specifically insure the Owner against all liability assumed under this Declaration, as well as all liability imposed by law, and shall also name the Housing Commission as an additional insured so as to create the same liability on the part of insurer as though separate policies had been written for the Housing Commission and the Owner. The Owner shall provide the Housing Commission with copies of all policies and renewals of policies required under this Section. All such policies shall also contain endorsements providing that they shall not be canceled, reduced in amount or coverage, or otherwise modified by the insurance carrier involved without at least 30 days prior written notice to the Housing Commission. The Housing Commission shall be entitled to participate in the settlement or adjustment of any losses covered by such policies of insurance. If, at any time, the Owner fails to carry the insurance policies required under this Section 8, the Housing Commission shall have the right, in addition to all other rights and remedies available herein, but not the obligation, to purchase such insurance policies on behalf of the Owner. If the Housing Commission purchases one or more of such insurance policies pursuant to this Section, the Owner shall, upon demand, reimburse the Housing Commission for the premiums and all other costs and expenses incurred by the Housing Commission in obtaining such insurance policies.

Section 9. Property Damage/Casualty. In the event of fire or other damage to the Property, the then-current Owner shall promptly file all appropriate claims with the applicable insurers, and, in compliance with the homeowners' association, take all other steps necessary to assure the repair of such damage and the restoration of the improvements on the Property to at least as good a condition as that in which such improvements existed immediately prior to the damage. If the Owner fails to promptly file all appropriate insurance claims, the Housing Commission shall have the right, but not the obligation, to file any such claims in its own name or on the Owner's behalf. The Owner shall take all practicable steps to provide that all such repairs and restoration shall be completed as promptly as possible. The Owner shall also promptly take all steps necessary to assure that the Property is secure and safe and that the damaged improvements do not constitute a danger to persons or property.

Section 10. Permitted Transfers. Upon receipt of notice from the executor or administrator of an Owner's estate given within 90 days after the death of the Owner (or the last surviving co-Owner of the Property), the Housing Commission shall, unless for good cause shown, consent in writing to a transfer of the Property, subject to this Declaration, to a Permitted Transferee. Any other heirs, legatees, or devisees of the Owner must be Qualified Purchasers,

or if such party is not a Qualified Purchaser, such party shall not be entitled to take title to the Property, but the Property must be transferred in accordance with Section 11.

Section 11. Purchase Option. To protect and maintain the goals of the Declarant and the City, the Housing Commission shall have, and the Declarant hereby grants to the Housing Commission, a Purchase Option upon the occurrence of a Purchase Event (defined below) in accordance with this Section 11; provided, however, that this Section 11 does not apply to the first transfer of each affordable unit by the Declarant if the Declarant is otherwise in full compliance with this Declaration.

A. Purchase Events. Each of the following shall be deemed a Purchase Event:

1. The Property is no longer the principal residence of an Owner (or Permitted Transferee) whose occupancy fulfills the requirements of Section 5 of this Declaration, or the Property is being used in any other manner that does not comply with this Declaration;

2. An Owner has given the Housing Commission an Intent-to-Sell Notice (defined below) in accordance with Section 11.C of this Declaration;

3. Any legal or beneficial interest in the Property is conveyed or otherwise transferred without an Intent-to-Sell Notice having been given, unless the Housing Commission has waived in writing the Purchase Option in accordance with this Section 11 or unless such transfer is to a Permitted Transferee in accordance with Section 10 of this Declaration; provided, however, that an Owner shall be permitted to transfer title to the Property to the Owner's spouse or Domestic Partner or to a revocable trust (a grantor type trust) of which the Owner is a trustee and a beneficiary; and provided further that the Owner first obtains written consent of the Housing Commission prior to making such transfer, which consent shall be evidenced by a Certificate of Compliance recorded with the deed effectuating said transfer;

4. The Housing Commission has received a Mortgage Default Notice as provided in Section 12 of this Declaration, or otherwise has notice of a pending mortgage or other lien foreclosure or similar proceeding against the Property or of a civil action or equivalent proceeding for unpaid real estate taxes or unpaid homeowners' assessments or any other proceeding at which title to or possession of the Property could be affected;

5. The Owner has made material misrepresentations in connection with the Owner's acquisition or ownership of the Property;

6. The Owner has failed to observe and perform the Owner's obligations set forth in this Declaration;

7. The Owner has failed to observe and perform the Owner's obligations set forth in this Declaration in a manner that constitutes criminal conduct, or in the Housing Commission's judgment, constitutes other willful, egregious conduct; or

8. The Owner leases the Property or any portion thereof.

B. Notice and Opportunity to Cure. The Housing Commission shall give written notice and an opportunity to cure, or to otherwise eliminate the Purchase Event, only under Paragraphs 1, 3, 4, 5, 6, 7 and 8 of Section 11.A of this Declaration. For those events, the Owner shall have a reasonable time to cure, or to otherwise eliminate the Purchase Event, that shall not exceed 90 days from the date of delivery of the Housing Commission's notice. The Housing Commission and the Owner acknowledge that the Purchase Option is established to promote and enforce this Declaration and to protect and maintain the City's and the Housing Commission's goal of providing affordable housing as described above, and is intended to be exercisable for the greatest length of time permitted by law.

C. Intent-to-Sell Notice. In the event that an Owner desires to transfer the Property or any portion thereof or interest therein, the Owner shall notify the Housing Commission in writing of the proposed transfer ("***Intent-to-Sell Notice***"). No later than 10 business days after the Housing Commission receives the Owner's Intent-to-Sell Notice, the Housing Commission shall select and hire a duly licensed appraiser to perform a market valuation of the Property ("***Appraisal***"). The Housing Commission shall commission and pay the cost of the Appraisal. The Appraisal shall be conducted by analysis and comparison of comparable properties or such other proper appraisal method and shall consider the value of improvements related to safety and energy efficiency that may not be visibly apparent. Copies of the Appraisal shall be provided to both the Housing Commission and the Owner. Notwithstanding anything contained herein to the contrary, if an Appraisal of the Property exists that is dated no later than 365 days before the date of the Intent-to-Sell Notice (an "***Existing Appraisal***"), then the Housing Commission may elect not to obtain a new Appraisal, in which case, for purposes hereof, the "Appraisal" shall be deemed to be the Existing Appraisal. If the Housing Commission elects to use an Existing Appraisal as the Appraisal, the Housing Commission shall notify the Owner within the 10-business day period. If a Purchase Event occurs, other than a Purchase Event described in Section 11.A.2 of this Declaration, then at any time thereafter, the Housing Commission may (but is not required to) obtain an Appraisal.

D. Exercise Notice. If the Housing Commission elects to purchase the Property pursuant to its receipt of an Intent-to-Sell Notice, the Housing Commission shall exercise the Purchase Option by notifying the Owner, in writing, of such election (the "***Exercise Notice***") within 45 days after the receipt of the Appraisal (or if an Existing Appraisal is being used as the Appraisal, then within 45 days after the expiration of the 10-business day period described above), or the Purchase Option shall expire as to such Intent-to-Sell Notice, but shall survive and continue as to subsequent Intent-to-Sell Notices and subsequent sales of the Property or any portion thereof or interest therein. If a Purchase Event occurs, other than a Purchase Event described in Section 11.A.2 of this Declaration, then the Housing Commission may deliver the Exercise Notice at any time after such Purchase Event occurs and the Purchase Option shall never expire with respect to any such Purchase Event, except as otherwise provided in this Declaration. If the Housing Commission delivers the Exercise Notice, the Housing Commission may either proceed to exercise the Purchase Option directly by purchasing the Property, or may assign the Purchase Option (before or after delivering the Exercise Notice) to another person or entity. If the Housing Commission exercises the Purchase Option, the purchase price for the Property shall be the Purchase Price.

E. Formula Purchase Price. The "**Formula Purchase Price**" shall be equal to the Owner's Purchase Price, as stated below, plus the Owner's Share of Market Value Appreciation in the Property, plus any applicable Capital Improvements Credit, calculated as follows:

(1) Owner's Purchase Price – the price the Owner originally paid to acquire the Property from the Owner's predecessor in title.

(2) Initial Appraised Value – the appraised value of the Property at the time of the Owner's purchase.

(3) Owner's Investment Ratio – the Owner's Purchase Price as a percentage of the Initial Appraised Value of the Property.

(4) Current Appraised Value - the market value of the Property determined by the appraisal conducted on or about the date of the Owner's Notice of Intent to Sell, or by the Existing Appraisal, in accordance with Section 11.C of this Declaration.

(5) Market Value Appreciation – the Current Appraised Value minus the Initial Appraised Value.

(6) Shared Appreciation Factor. For the purpose of calculating the Owner's Share of Market Value Appreciation in Paragraph 7 below, the Shared Appreciation Factor shall be fifteen percent (15%).

(7) Owner's Share of Market Value Appreciation. For the purpose of determining the Formula Purchase Price, the Owner's Share of Market Value Appreciation shall be determined by first multiplying the Market Value Appreciation by the Owner's Investment Ratio and then multiplying the product by the Shared Appreciation Factor.

(8) Applicable Capital Improvements Credit. The Capital Improvements Credit as defined in Section 17 of this Declaration, if any, shall be added, provided the Capital Improvements Credit has been approved by the Housing Commission pursuant to the requirements of Section 17.

(9) Formula Purchase Price: The Formula Purchase Price shall be determined by adding the Owner's Share of Market Value Appreciation plus a Capital Improvements Credit, if applicable, to the Owner's Purchase Price.

If the Purchase Option is exercised in connection with a Purchase Event described in Section 11.A.3 of this Declaration, then the term "Owner," as used in the immediately preceding sentence for purposes of calculating the Formula Price, shall mean the then-most recent Owner who acquired the Property not in violation of this Declaration. A sample of the Formula Purchase Price is set forth in **Exhibit D** which is attached hereto and incorporated herein by this reference. Each Owner hereby agrees that the Purchase Price that it is entitled to receive upon a sale of the Property is an equitable return on such Owner's investment in the Property.

F. Maintenance of Records. The Housing Commission shall maintain permanent records setting forth the purchase price paid by each Owner for the Property and the Initial Appraisal.

G. Closing Date for Purchase by the Housing Commission. The purchase by the Housing Commission must be completed within 90 days after delivery of the Exercise Notice, or the Owner may sell the Property, subject to the terms and conditions set forth below. The time

permitted for the completion of the purchase may be shortened or extended by mutual agreement of the Housing Commission and the Owner.

H. Transfer of Title for Purchase by the Housing Commission. If the Housing Commission exercises the Purchase Option, the Property shall be conveyed by a good and sufficient warranty deed running from the Owner to the Housing Commission (or to an assignee of the Commission's Purchase Option under Section 11.K of this Declaration), conveying good and marketable title to the Property free from encumbrances except for: (i) such taxes as are not due and payable on the date of the delivery of the deed; and (ii) such matters of record to which this Declaration was subordinate at the time of the recording of this Declaration (which does not include mortgages or other liens or claims for financial obligations). The Property shall be delivered in the same condition as it was in at the time of the delivery of the Exercise Notice and shall be free of all occupants. The Housing Commission may inspect the Property prior to closing to determine whether its condition complies with this Section. Premiums under assignable insurance policies, homeowners' assessments, water and other utility charges, fuels, general taxes, and other similar items shall be adjusted ratably as of the time of closing. The amount of the current general taxes not then ascertainable shall be adjusted on the basis of 105% of the most recent ascertainable taxes. In the event that the Housing Commission is ever the Owner of the Property, the Housing Commission shall have the right, in its sole and absolute discretion, to amend, terminate, re-record, or to otherwise take any actions with respect to this Declaration and the Property as the Housing Commission shall determine is necessary and appropriate.

I. Inability of Owner to Close. If the Owner shall be unable on the closing date to give title to or to make conveyance of or deliver possession of the Property, all in accordance with the terms of this Declaration, or if on the closing date the Property in any other way does not conform with the requirements of this Declaration, then in addition to all other rights and remedies available at law or in equity, the Housing Commission or its assignee or designee may apply as much of the Purchase Price as necessary to cure such failures and non-conformities, but this remedy shall not be deemed to waive, impair or otherwise diminish the priority of the Purchase Option over other's rights, whether or not appearing of record.

J. Exercisability of Purchase Option. The Purchase Option (i) shall always be exercisable as to the entire ownership interest in the Property, notwithstanding that the event giving rise to the Purchase Option might involve less than the entire ownership interest, and (ii) shall be exercisable against all the Owners (or any subsequent Owner) notwithstanding that the acts of fewer than all the Owners (or of a prior Owner) gave rise to the Purchase Option.

K. Assignment of Purchase Option. If the Housing Commission assigns the Purchase Option to a third party purchaser, the sales transaction shall proceed directly between the Owner and such third party purchaser, subject to this Declaration.

L. Failure of Housing Commission to Act. If the Housing Commission fails to deliver an Exercise Notice within the 45-day period described in Section 11.D of this Declaration, or if the Housing Commission fails to complete the purchase within the 90-day period allowed by Section 11.G of this Declaration (other than as a result of the acts of the Owner), then the Owner may sell the Property, subject to this Declaration, to any Qualified Purchaser for not more than the applicable Purchase Price. However, if the Owner fails to close on the sale of the Property within nine months after the date of the Intent-to-Sell Notice, then the Owner shall be obligated to deliver another Intent-to-Sell Notice to the Housing Commission if the Owner wishes to sell the Property or any portion thereof or interest therein after said nine-month period. In the event the Housing Commission does not exercise the Purchase Option and complete the purchase of the

Property as set forth above, and the Owner (i) is not then residing in the Property, and (ii) continues to hold the Property out for sale but is unable to locate a buyer and execute a binding purchase and sale agreement within one year after the delivery of the Intent-to-Sell Notice, the Owner does hereby appoint the Housing Commission as its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the goals of the Housing Commission, sell the Property, and distribute the proceeds of sale, minus the Housing Commission's costs of sale and any other sums owed the Housing Commission by the Owner. Upon the Housing Commission's request, the Owner shall promptly execute and deliver to the Housing Commission an instrument, in form and substance reasonably acceptable to the Housing Commission, granting and re-affirming the power of attorney described above.

Section 12. Mortgage Requirements. The Owner shall not mortgage the Property or grant any similar lien or encumbrance on the Property without prior written notice to the Housing Commission and unless such mortgage provides that the holder of that mortgage shall be required to deliver to the Housing Commission copies of all default and late payment notices delivered by or on behalf of the mortgagee to the Owner (individually, **"*Mortgage Default Notice,*"** collectively, **"*Mortgage Default Notices*"**), concurrently with the delivery of such Mortgage Default Notices to the mortgagor. The Owner shall sign a release authorizing the mortgagee or other lien holder to make such information available to the Housing Commission. The release shall be substantially the same as ***Exhibit E*** to this Declaration. The Owner shall notify the Housing Commission of the name, address, and contact information of each mortgage or lien holder on the Property.

Section 13. Removal of Provisions Pursuant to Foreclosure. In the event of foreclosure sale by a mortgagee or the delivery of a deed to a mortgagee in lieu of foreclosure, the mortgagee shall have the right to sell the Property to another person (whether or not a Qualified Purchaser). Any person who purchases the Property from a mortgagee pursuant to this Section 13 shall comply with all provisions of this Declaration from and after the date on which such person completes such purchase. The sale of the Property pursuant to this Section 13 is subject to the provisions of Sections 11.C and 14 of this Declaration.

Section 14. No Encumbrances on Property. If proceeds of any sale, transfer or conveyance of the Property exceed the Purchase Price therefor, then the excess shall be paid to the Housing Commission and shall be deposited to the City's Affordable Housing Trust Fund. Each Owner recognizes that it would be contrary to the fundamental concept of this Declaration, and an abuse by the Owner, to encumber the Property with a mortgage if the Owner could realize more than the Purchase Price as the result of any foreclosure of any mortgage. Accordingly, each Owner hereby irrevocably assigns to the Housing Commission any and all net proceeds of the sale of the Property remaining after payment of costs of foreclosure and satisfaction of the lien of any mortgage that would otherwise have been payable to the Owner, to the extent such net proceeds exceed the net proceeds that the Owner would have received had the Property been sold for the Purchase Price established in Section 11 of this Declaration for a purchase by the Housing Commission, and the Owner authorizes and instructs the mortgagee or any party conducting any sale to pay the amount of said excess proceeds directly to the Housing Commission. In the event that, for any reason, such excess proceeds are paid to the Owner, the Owner hereby agrees to promptly pay the amount of such excess proceeds to the Housing Commission.

Section 15. Payment to Housing Commission Upon Termination of Declaration. If and when this Declaration terminates for any reason, other than in the event the Housing Commission obtains title to the Property pursuant to its Purchase Option under Section 11 of this Declaration, then the then-current Owner shall owe the Housing Commission an amount equal to

the difference between (i) the then-fair market value of the Property free of the restrictions in this Declaration, and (ii) the fair market value of the Property subject to this Declaration (assuming the same to be perpetual for such purpose). Fair market value (both subject to and free of this Declaration) shall be reasonably determined by the Housing Commission; provided, however, that after notice to the Housing Commission, given before or after determination by the Housing Commission, the Owner may obtain an appraisal at the Owner's expense from a qualified appraiser reasonably approved by the Housing Commission to determine fair market values for these purposes, whose decision shall be binding on the parties. Payment shall be made solely out of the proceeds of the Property (such as sales proceeds, foreclosure proceeds or insurance proceeds) received at the time of, or next following, such termination, and shall be paid after payment to the Owner (net of bona-fide mortgage lien payments) of the fair market value of the Property as restricted by this Declaration. In no event shall the Owner be personally liable to pay the Housing Commission more than the amount, determined as stated above, actually received from the proceeds of the Property as stated above.

Section 16. Construction Requirements. Any construction on the Property that is undertaken by the Owner shall be subject to the following conditions: (a) all costs shall be borne and paid for by the Owner; (b) all construction involving structural changes, or structural or mechanical improvements for which the Owner desires to receive a Capital Improvements Credit pursuant to Section 17 of this Declaration, or in excess of $10,000.00, shall be performed by a licensed, certified, and bonded professional, and shall not be constructed without the prior written consent of the Housing Commission; (c) all construction shall be performed in a workmanlike manner and shall comply with all applicable laws and regulations; (d) all construction shall be consistent with the permitted uses set forth in Section 5 of this Declaration; (e) all construction shall be consistent with the homeowners' declaration governing the Property; and (f) the Owner shall furnish to the Housing Commission a copy of any plans and all building permits for such construction, prior to commencing construction. The requirements of this Section 16 do not apply to construction undertaken by the homeowners' association of which the Owner is a member by reason of ownership of the Property.

Section 17. Credit for Capital Improvements. The Owner may elect to receive a Capital Improvements Credit, which credit shall be applied in the calculation of the Formula Purchase Price for the portion of the Owner's regular assessment allocated to the working capital reserve of the homeowners' association, and for any one or more of the following structural or mechanical improvements to the Property or the common areas and facilities, subject to the approval of the Housing Commission: (a) repair and/or replacement of the heating system; (b) repair and/or replacement of the electrical components; (c) repair and/or replacement of plumbing components; (d) repair and/or replacement of the roof; and (e) repair and/or replacement of a damaged structural element that threatens the structural integrity of the improvements. The terms under which the Housing Commission will approve a Capital Improvements Credit are limited to the conditions set forth in **Exhibit F**, attached hereto and incorporated herein by this reference. Any Capital Improvements Credit for improvements to the Property that have been undertaken by the Owner and approved by the Housing Commission shall be evidenced by an Approval of Capital Improvements Credit as set forth in **Exhibit G**, attached hereto and incorporated herein by this reference. Any Capital Improvements Credit for the portion of the Owner's regular assessment allocated to the working capital reserve of the homeowners' association or for structural or mechanical improvements undertaken by the homeowners' association to the Property or to the common areas and facilities for which the Owner paid a special assessment shall be evidenced by annual certifications provided by the homeowners' association to the Housing Commission as set forth in **Exhibit H**, attached hereto and incorporated herein by this reference.

Section 18. Liens. The Owner shall not permit any statutory or similar lien to be filed against the Property and to remain in effect for more than 60 days after it has been filed. The Owner shall cause any such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or as otherwise permitted by law. The Owner may, at the Owner's expense, contest the validity of any such asserted lien, provided the Owner has furnished to the Housing Commission a bond in an amount reasonably determined by the Housing Commission as sufficient to release the Property from such lien.

Section 19. Intent and Purpose. The Owner and each other person, including any mortgagee hereafter holding any interest in the Property, acknowledges that the reservations and grant of the agreements, covenants, and restrictions contained in this Declaration are for public purposes. It is the intent and purpose of each Owner and the City that the Property, and each part thereof, be held and occupied by Qualified Purchasers throughout the term of this Declaration. This Declaration and all undertakings pursuant hereto shall be construed and administered in light of said intent and purpose.

Section 20. Events of Default and Enforcement.

A. Event of Default. If the Owner or any person bound by this Declaration defaults in the performance or observance of any covenant, agreement or obligation under this Declaration, and if such default remains uncured for a period of 90 days immediately after notice specifying such default and the actions required to correct the same shall have been given by the Housing Commission to the Owner or other such person, then such uncured breach or default shall constitute an "**Event of Default**" hereunder.

B. Any Action at Law or in Equity. Upon the occurrence of an Event of Default hereunder, the Housing Commission may take whatever action at law or in equity or otherwise, whether for specific performance of any covenant in this Declaration or such other remedy as may be deemed most effectual by the Housing Commission to enforce the obligations of the Owner and all persons bound under this Declaration (including, without limitation, the appointment of a receiver to own and occupy the Property in compliance with this Declaration), or the institution and prosecution of any action or proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to enforce compliance or to recover monetary damages caused by such violation or attempted violation.

C. Specific Performance; Appointment of Receiver. In addition to any and all other available remedies, the Owner hereby consents and agrees that any one or more of the following remedies shall be available upon the occurrence of an Event of Default hereunder:

1. Specific Performance. The Owner hereby acknowledges and agrees that specific performance of the covenants and requirements of this Declaration shall be necessary to achieve the intent hereof, and that no appropriate remedy at law would be available upon an Event of Default hereunder, or if available, any such remedy would be inadequate to implement the public purposes hereof, and that the Housing Commission would be irreparably injured by the Owner's (or other bound person's) failure specifically to perform the covenants and requirements hereof; therefore, notwithstanding anything to the contrary stated in this Declaration, the Housing Commission will have the right to seek specific performance of any of the covenants and requirements of this Declaration or an order enjoining any violation of this Declaration, including exercising the Purchase Option, voiding any rental

or leasing arrangement, any contract for sale, or any sale or other transfer or conveyance of the Property in violation of this Declaration.

2. **Appointment of Receiver.** The Owner, for itself and its successors and assigns, hereby agrees that the appointment of a receiver may be necessary to prevent waste to the Property following an Event of Default under this Declaration. The Housing Commission may require the appointment of such a receiver.

D. **Reimbursement; Damages.** In addition to any and all applicable remedies, the Housing Commission may require that the Owner or any occupant of the Property, in the Housing Commission's sole discretion:

1. pay damages to the Housing Commission in an amount equal to the difference between (a) the fair market value of the Property free of the restriction imposed by this Declaration, and (b) the fair market value of the Property subject to this Declaration (assuming the same to be perpetual for such purpose);

2. in the case of any rental or leasing which violates this Declaration, pay damages equivalent to the rent charged during the existence of the violation; and

3. in the case of a conveyance or other transfer of the Property which violates this Declaration, pay damages for the cost of creating or obtaining other comparable dwelling units to replace the Property in the event the Property can no longer be affordable housing for a Qualified Purchaser.

E. **Indemnification.** The Owner hereby agrees to pay, indemnify and hold the Housing Commission and the City harmless from any and all reasonable costs, expenses and fees, including all reasonable attorneys' fees which may be incurred by the Housing Commission or the City in enforcing or attempting to enforce this Declaration following an Event of Default on the part of the Owner hereunder or its successors or assigns, whether the same shall be enforced by suit or otherwise or incurred by the Housing Commission or the City as a result of such Event of Default, together with all reasonable costs, fees and expenses which may be incurred in connection with any amendment to this Declaration or otherwise by the Housing Commission or the City at the request of the Owner.

F. **Cumulative Remedies.** No remedy conferred upon or reserved to the Housing Commission or the City by this Declaration is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Declaration or any related documents, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this Declaration shall impair any such right or power or shall be construed to be a waiver thereof.

Section 21. Appointment/Revocation of Authorized Person by the Housing Commission. In addition to the Director, the Housing Commission may from time to time appoint and revoke the appointment of one or more persons (who may but need not be City employees and who may be natural or legal persons) who shall have the authority to exercise the Housing Commission's other rights under this Declaration to the extent stated in the applicable authorizing

resolution. Such appointments shall be made (or revoked) only by resolution passed by the Housing Commission.

Section 22. Miscellaneous.

A. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when mailed by certified mail, return receipt requested, postage prepaid, or dispatched by telegram or telecopy (if confirmed promptly telephonically and in writing by the sender of such telecopy and if receipt of such telecopy is confirmed in writing by the intended recipient), addressed as follows:

If to the Housing Commission:

City of Highland Park Housing Commission
c/o Department of Community Development
1150 Half Day Road
Highland Park, IL 60035

If to the Declarant:

The Housing Commission and the Owner may, by notice recorded in the land records of the County of Lake, Illinois, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent.

B. Running with the Property. The Declarant intends, declares and covenants, on behalf of itself and all future owners and occupants of the Property during the term of this Declaration, that this Declaration and the covenants, restrictions and charges set forth in this Declaration regulating and restricting the use and occupancy of the Property (i) shall be covenants running with the Property, encumbering the Property, for the term of this Declaration, binding upon the Declarant and its successors in title and all subsequent owners and occupants of the Property, including any purchaser, grantee, owner or lessee of the Property and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any such purchaser, grantee, owner or lessee and of any such other person or entity having any right, title or interest therein, for the term of this Declaration; (ii) are not merely personal covenants of the Owner; and (iii) shall bind the Owner (and the benefits shall inure to the City) and their respective successors and assigns during the term of this Declaration. The Owner, for itself and its successors and assigns, agrees that any and all requirements of the laws of the State of Illinois to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the Property shall be deemed to be satisfied in full, and that any requirements of privity of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to ensure that these restrictions run with the Property. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or interest therein shall contain an express provision making such conveyance subject to the covenants, restrictions, charges and easements contained herein; provided, however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants, restrictions, charges and easements regardless of whether or not such covenants restrictions,

charges and easements are set forth or incorporated by reference in such contract, deed or other instrument.

C. Governing Law. This instrument shall be governed by the laws of the State of Illinois without regard to principles of choice or conflict of laws.

D. Release, Modification or Amendment. This Declaration may not be released, modified or amended without the prior written consent of the Housing Commission. The Owner shall duly record such release, modification or amendment, including said prior written consent of the Housing Commission, in the land records of the County of Lake, Illinois and bear the costs of such recordation.

E. Captions. The captions and headings in this Declaration are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Declaration.

F. Survival of Enforcement Rights. Notwithstanding the definition of "Owner" contained in this Declaration, the rights of enforcement for violations of this Declaration shall survive any subsequent sale or transfer of the Property.

G. No Subordination. The rights and obligations created by this Declaration are intended to never, under any circumstance, be subordinate to or capable of subordination to the financial or other property interest of any third party acquiring rights in the Property after the recording of this Declaration.

H. Severability. If any provision of this Declaration or the application thereof to any person or circumstances is held to be invalid or unenforceable by any decision of any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision of this Declaration, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable. If any provision of this Declaration is held to constitute a violation of the rule against perpetuities, that provision shall be deemed to remain in effect until the death of the last survivor of the now-living descendants of Joseph R. Biden, Jr., President of the United States, plus 21 years thereafter.

I. Patriot Act. Each party represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

J. Payment of Homeowner's Association Assessments. The failure of the Owner to pay all homeowners' association assessments when due constitutes an Event of Default pursuant to Section 20 of this Declaration.

IN WITNESS WHEREOF, the Declarant has executed, sealed and delivered this Declaration, as of the date first set forth above.

Declarant:

_____

By:_____
Print:_____
Title:_____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 202_, by _____, the _____ of _____.

_____
Signature of Notary

SEAL

EXHIBIT A

Legal Description

The subject property, commonly known as 1660 and 1700 Old Deerfield Road, Highland Park, IL, is legally described as:

Parcel 1:

Lots 10 Through 13, Both Inclusive, In Deer-Ridge Industrial Subdivision, Being Part Of Section 27, Township 43 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded November 27, 1968 As Document No. 1402659, In Lake County, Illinois.

Parcel 2:

Lots 2 And 3 In Cherry's Resubdivision, Being Part Of Section 27, Township 43 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded January 29, 1971 As Document No. 1489161, In Lake County, Illinois.

PINs: 1627302009; 1627302008; 1627401003; 1627401002; 1627401001; 1627122001; 1627302007; 1627302006; and 1627302005

DRAFT

EXHIBIT B

Letter of Stipulation of Owner and Letter of Acknowledgment of Legal Counsel of Owner

Letter of Stipulation of Owner

To: The Highland Park Housing Commission (the "Housing Commission")

Date:

I will be purchasing real property from _____ ("Seller") having an address of _____, Highland Park, Illinois ("Property"). Seller will transfer title to the Property subject to a Declaration of Covenants, Conditions, and Restrictions ("Declaration") recorded with the Recorder of Deeds of Lake County, Illinois on _____ as document number . This letter is given to the Housing Commission pursuant to the Declaration.

My legal counsel, _____, has explained to me the terms and conditions of the Declaration and other legal documents that are part of this transaction. I understand the way these terms and conditions will affect my rights as the owner of the Property and as a Qualified Purchaser (as defined in the Declaration), now and in the future.

In particular I understand and agree with the following points:

1. One of the goals of the City of Highland Park and the Housing Commission is to keep homes in the City of Highland Park affordable for lower income households from one Qualified Purchaser to the next. I acknowledge this goal as a Qualified Purchaser.

2. The Declaration will keep the Property affordable for future "Qualified Purchasers". If and when I want to sell the Property, I am required to sell it either to the Housing Commission or its assignee, designee or nominee or to another Qualified Purchaser, and the price for which I can sell the Property, in order to keep it affordable for Qualified Purchasers, is limited to the price that is determined in accordance with the Declaration. I understand that, pursuant to the Declaration, the Housing Commission has a purchase option, but not an obligation, to purchase the Property.

3. It is also a goal of the City of Highland Park and the Housing Commission to promote ownership of affordable homes in the City of Highland Park by individuals who will occupy those homes as their principal residence. For this reason, the Declaration requires that if I and my family move out of the Property permanently, I must sell it. I cannot continue to own it as an absentee owner.

4. I understand that upon my death, I can leave the Property to my spouse, or to my Domestic Partner (as defined in the Declaration), or to one or more of my children, or to any member of my household provided that such household member has resided at the Property for at least one year immediately prior to my death, and that after my death, such person(s) can own the Property for as long as they want to live in it and abide by the Declaration, or they can sell the Property on the terms permitted by the Declaration.

As a Qualified Purchaser, it is my desire to see the Declaration and related documents honored. I consider these terms fair to me and others.

Sincerely,

Letter of Acknowledgment of Legal Counsel of Owner

To: The Highland Park Housing Commission (the "Housing Commission")

Date:

I, _____, have been independently employed by _____ (the "Client") who intends to purchase a residential unit in the City of Highland Park. The unit is located at _____, Highland Park, Illinois (the "Property").

In connection with the contemplated purchase of the Property, I reviewed with the Client the following documents relating to the transaction:

1) this Letter of Acknowledgment and a Letter of Stipulation of Owner from the Client;

2) a proposed deed conveying the Property to the Client (the "Deed"); and

3) the covenants, conditions and restrictions of record to which the Deed is subject (including, without limitation, the covenants, conditions and restrictions set forth in that certain Declaration of Covenants, Conditions and Restrictions recorded with the Recorder of Deeds of Lake County, Illinois on _____ as document number _____).

The Client has received full and complete information and advice regarding this conveyance and the foregoing documents. My advice and review have been given to reasonably inform the Client of the present and foreseeable risks and legal consequences of the contemplated transaction.

The Client is entering into the aforesaid transaction in reliance on his/her own judgment and upon his/her investigation of the facts. The advice and information provided by me was an integral element of such investigation.

Name

Title

Firm/Address

EXHIBIT C

Certificate of Compliance

The undersigned hereby certifies that, to the best of his knowledge, based upon the information that the Housing Commission has in its possession and the information that has been delivered to the Housing Commission, the conveyance of the property commonly known as _____, Highland Park, Illinois 60035 from _____ to _____, pursuant to the deed or other instrument to which this Certificate of Compliance is attached, complies with and is not in violation of the covenants, conditions and restrictions set forth in that certain Declaration of Covenants, Conditions, and Restrictions recorded with the Recorder of Deeds of Lake County, Illinois on _____ as document number _____).

_____
Director of Community Development of the City of Highland Park, as agent for The Highland Park Housing Commission

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in said County in the State aforesaid, **DO HEREBY CERTIFY** that *[name]* the Director of Community Development of the City of Highland Park, as agent for the Highland Park Housing Commission, and 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 as such he/she signed and delivered the said instrument pursuant to proper authority, as his/her free and voluntary act, and as the free and voluntary act and deed of the Highland Park Housing Commission for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ___ day of _____, 20__.

_____
Notary Public

EXHIBIT D

Sample Calculation of the Formula Purchase Price

Initial Purchase	
Owner's Original Purchase Price	$170,000
Resale – 7 years later	
Current Appraised Value	$250,000
minus Initial Appraised Value	200,000
Equals Market Value Appreciation	50,000
multiplied by Owner's Investment Ratio	85%[1]
Equals	$ 42,500
multiplied by Shared Appreciation Factor	15%
Equals Owner's Share of Market Value Appreciation	$ 6,375
Owner's Original Purchase Price	$170,000
plus Owner's Share of Market Value Appreciation	6,375
plus Capital Improvements Credit (if any)	3,360[2]
Equals Formula Purchase Price	$179,735

Note: The Purchase Price is the lesser of the Formula Purchase Price and the Current Appraised Value.

[1] Owner's Investment Ratio is the Owner's Purchase Price ($170,000) divided by the Initial Appraised Value ($200,000).

[2] Calculation of Capital Improvements Credit: Assume that as part of the regular assessment, Owner paid $600 each year toward the homeowners' association's working capital reserve. Each payment is depreciated on a straight-line basis for a period of 15 years beginning in the year it was made. Thus, in this example, subtract $40 each year from each $600 payment. The value of the credit after 7 years is $3,360. (See chart in Exhibit E for further illustration.)

EXHIBIT E

Release and Authorization Form

I/We _____ are currently purchasing a home or have purchased a home at _____ [insert name of development] that is being/was developed under the City of Highland Park Inclusionary Housing Program. Such purchase will also involve a first mortgage loan that I/we intend to secure or have secured from _____, and/or a home equity line of credit secured from _____ (collectively, the "Senior Lien Holder(s)").

The purpose of this release and authorization form is to confirm that I/we agree (i) to provide Senior Lien Holders all information required by and received from the City of Highland Park, its Housing Commission and permitted assigns and designees, and (ii) that Senior Lien Holders may provide the City of Highland Park, its Housing Commission and permitted assigns and designees, all information pertaining to the first mortgage loan for the term of the loan.

Signed:_____ Date:_____

Signed:_____ Date:_____

EXHIBIT F

Capital Improvements Credit

Permissible Expenditures

The Owner may elect to receive a Capital Improvements Credit, which credit shall be applied in the calculation of the Formula Purchase Price as set forth in Section 11.E of the Declaration, for any one or more of the following expenditures:

1. The portion of the Owner's regular assessment allocated to the working capital reserve of the homeowners' association.

2. Special assessments paid by the Owner for any one or more of the following structural or mechanical improvements undertaken by the homeowners' association to the Property or to the common areas or facilities:

    a. Repair and/or replacement of the heating system only to the extent that such repair or replacement is necessary because of a safety hazard caused by the heating system or failure of the Heating System due to full life span depreciation estimated at roughly 18 years. No credit will be given for upgrades designed to increase efficiency as the only reason for improvement.

    b. Repair and/or replacement of electrical components that are directly related to health and safety. For example, the Housing Commission would approve a credit for open wiring found to be an electrical safety hazard but would not approve a credit for a new living room lighting fixture.

    c. Repair and/or replacement of plumbing components that relate to either safety or flow problems. For example, the Housing Commission would approve a credit for inadequate water flow to a shower fixture (to be determined by independent testing) but would not approve a credit for replacing a faucet with a different model.

    d. Repair and/or replacement of the roof when it is deemed to be fully depreciated.

    e. Repair and/or replacement of a damaged structural element that threatens the structural integrity of the Improvements.

3. Any one or more of the following structural or mechanical improvements to the Property undertaken by the Owner:

    a. Repair and/or replacement of the heating system only to the extent that such repair or replacement is necessary because of a safety hazard caused by the heating system or failure of the Heating System due to full life span depreciation estimated at roughly 18 years. No credit will be given for upgrades designed to increase efficiency as the only reason for improvement.

b. Repair and/or replacement of electrical components that are directly related to health and safety. For example, the Housing Commission would approve a credit for open wiring found to be an electrical safety hazard but would not approve a credit for a new living room lighting fixture.

c. Repair and/or replacement of plumbing components that relate to either safety or flow problems. For example, the Housing Commission would approve a credit for inadequate water flow to a shower fixture (to be determined by independent testing) but would not approve a credit for replacing a faucet with a different model.

d. Repair and/or replacement of the roof when it is deemed to be fully depreciated.

e. Repair and/or replacement of a damaged structural element that threatens the structural integrity of the Improvements.

The Owner may not receive a Capital Improvements Credit for any expenditure that is not included in the above list.

Qualification for Improvements Undertaken By Owner

In order to qualify for a Capital Improvements Credit for improvements to the Property to be undertaken by the Owner, the Owner must receive the written consent of the Housing Commission before undertaking any work, as specified in Sections 16 and 17 of the Declaration. After receiving such written consent, the Owner shall present the Housing Commission with a selected bid. The Housing Commission shall review the bid and notify the Owner of the Maximum Capital Improvements Credit to be allowed. The Owner shall notify the Housing Commission upon completion of construction and shall provide the Housing Commission with a copy of all receipts for payments related to the improvement. Following inspection by the Housing Commission of the completed construction, the Housing Commission shall provide the Owner with written Approval of Capital Improvements Credit setting forth the date construction was completed and the amount of the Maximum Capital Improvements Credit allowed. Such approval shall be evidenced by the **Exhibit G**, Approval of Capital Improvements Credit.

To determine the amount of the Capital Improvements Credit for such improvements for the purpose of calculating the Formula Purchase Price pursuant to Section 11.E of the Declaration, the Maximum Capital Improvements Credit shall be depreciated on a straight line basis for a period of 15 years following completion of construction. There will be no Capital Improvements Credit after the end of such 15-year period. The value of the credit will be prorated for partial years.

Below is an example of the calculation of the Capital Improvements Credit for structural and mechanical improvements to the Property undertaken by the Owner based on the following facts:

- The Owner repairs heating system at a cost of $1,500
- Construction is completed on December 31, 2020

To calculate the value of the Capital Improvements Credit at 15-year straight line depreciation, subtract $100 each year from $1,500 (the maximum Capital Improvements Credit allowed). The following table shows the value of the credit over the allowable 15-

year depreciation period. The year, for purposes of this sample calculation, begins on January 1.

Year	Value of Credit
2021	$1,400
2022	$1,300
2023	$1,200
2024	$1,100
2025	$1,000
2026	$900
2027	$800
2028	$700
2029	$600
2030	$500
2031	$400
2032	$300
2033	$200
2034	$100
2035	$ 0

Qualification of Expenditures

Qualification for a Capital Improvements Credit for the portion of the Owner's regular assessment allocated to the working capital reserve of the homeowners' association and for Special Assessments paid by Owner for structural or mechanical improvements undertaken by the homeowners' association to the Property or to the common areas and facilities will be based on the annual certifications provided by the homeowners' association to the Housing Commission as set forth in **Exhibit H, Annual Certification of Capital Improvements**.

To determine the amount of the Capital Improvements Credit for the portion of the Owner's regular assessment allocated to the working capital reserve of the homeowners' association, each allocation will be depreciated on a straight-line basis for a period of 15 years beginning in the year the allocation was made. The value of the credit will be prorated for partial years. Following is an example of the calculation assuming that beginning in 2020 and each year thereafter, the portion of the Owner's regular assessment allocated to the working capital reserve is $600 a year. The value of the allowable credit decreases by $40 each year over the 15-year depreciation period. If the Owner sold the Property in 2026, the value of the credit would be $3,360; if the Owner sold in 2031, the value would be $4,560.

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
$ Paid	$600	$560	$520	$480	$440	$400	$360	$320	$280	$240	$200	$160
		$600	$560	$520	$480	$440	$400	$360	$320	$280	$240	$200
			$600	$560	$520	$480	$440	$400	$360	$320	$280	$240
				$600	$560	$520	$480	$440	$400	$360	$320	$280

					$600	$560	$520	$480	$440	$400	$360	$320
						$600	$560	$520	$480	$440	$400	$360
							$600	$560	$520	$480	$440	$400
								$600	$560	$520	$480	$440
									$600	$560	$520	$480
										$600	$560	$520
											$600	$560
												$600
Total Credit	$600	$1,160	$1,680	$2,160	$2,600	$3,000	$3,360	$3,680	$3,960	$4,200	$4,400	$4,560

To determine the amount of the Capital Improvements Credit for Special Assessments paid by the Owner for structural or mechanical improvements, each Special Assessment will be depreciated on a straight line basis for a period of 15 years beginning in the year the Special Assessment was paid. The value of the credit will be prorated for partial years. For example, assume Owner paid a Special Assessment of $3,000 for a new roof in 2010. To calculate the value of the credit, subtract $200 each year over the 15-year depreciation period. If the Owner sells the Property on December 31, 2026, the allowable credit would be $2,000. If the Owner sells on December 31, 2036, the allowable credit would be $0.

Year	**Value of Credit**
2021	$3,000
2022	$2,800
2023	$2,600
2024	$2,400
2025	$2,200
2026	$2,000
2027	$1,800
2028	$1,600
2029	$1,400
2030	$1,200
2031	$1,000
2032	$ 800
2033	$ 600
2034	$ 400
2035	$ 200
2036	$ 0

EXHIBIT G

Approval of Capital Improvements Credit

1. Name of the Owner: _____

2. Address of Property: _____, Highland Park, IL 60035

3. Description of improvement (Check applicable improvement and describe as necessary.)

   ____ Repair/replacement of heating system in the Owner's unit due to safety hazard or failure of system due to full life span depreciation estimated at approximately 18 years

   ____ Repair/replacement of electrical components in the Owner's unit directly related to health and safety

   ____ Repair/replacement of plumbing components in the Owner's unit related to safety or flow problems

   ____ Repair/replacement of the roof when it is deemed to be fully appreciated

   ____ Repair/replacement of a damaged structural element that threatens the structural integrity of the improvements.

4. Maximum amount of Capital Improvements Credit allowed:

   $_____

5. Date construction completed: _____

6. Total cost of improvement (attach copy of all payment receipts): $_____

7. Date of inspection of improvement by Housing Commission: _____

Based on the above information, the Housing Commission, by its designee, hereby approves a Capital Improvements Credit for the above-described improvement for the maximum amount indicated. For purposes of calculating the value of the credit in determining the formula purchase price pursuant to Section 11.E of the Declaration, a year will run from *[insert month and date of the day immediately following completion of construction]* through *[insert month and date].*

_____ _____

(Name) (Date)

_____

(Title)

EXHIBIT H

Annual Certification of Capital Improvements

This certifies that Unit [insert #] paid $[insert amount] for a working capital reserve for [insert name] homeowners' association in the year ending [insert date].

This further certifies that Unit [insert #] paid the following amounts for Special Assessments levied by the [insert name] homeowners' association for the following structural or mechanical improvements to the unit or to the common areas and facilities of [insert name] homeowners' association during the year ending [insert date]:

Improvement	**Amount Paid**
Repair and/or replacement of heating system to the extent necessary because of a safety hazard caused by the heating system or failure of the system [due to full life span depreciation estimated at approximately 18 years?]	
Repair and/or replacement of electrical components that are directly related to health and safety	
Repair and/or replacement of plumbing components that relate to either safety or flow problems	
Repair or replacement of the roof when it is deemed to be fully depreciated	
Repair or replacement of a damaged structural element that threatens the structural integrity of the improvements	

_____ _____

Signature Date

On behalf of [insert name] homeowners' association

_____

Print name

_____

Title

This document was prepared by and
after recording should be returned to:

Director of Community Development
City of Highland Park
1150 Half Day Road
Highland Park, IL 60035

AFFORDABLE UNIT DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("***Declaration***") is made and entered into as of the ___ day of _____ 2026, by The Habitat Company LLC, an Illinois limited liability company, (*"**Declarant**"*), with an office at _____.

RECITALS:

A. The Declarant is the owner in fee simple of the land legally described in **Exhibit A** which is attached hereto and incorporated herein by reference, together with all improvements and fixtures thereon (collectively, the "***Property***").

B. The Property is being developed with a five townhouse-style multiple-family structures, containing a total of 227 dwelling units. 193 of the dwelling units will be market-rate units, and the remaining 34 dwelling units will be maintained as affordable units pursuant to the City's Inclusionary Housing Ordinance (being Article XXI of the City's Zoning Code), established by the City to further its goal of preserving and promoting a culturally and economically diverse population through the development and preservation of decent, affordable housing as a component of market-rate developments in order to create and preserve housing opportunities for low- and moderate-income people who otherwise would be denied such opportunities because of limited financial resources. The Property is subject to the Development Agreement between Declarant and the City of Highland Park, an Illinois home rule municipal corporation, with offices at 1707 St. Johns Avenue, Highland Park, Illinois ("***City***"), dated _____, 2026, and subject further to the Declarant entering into this Declaration and causing it to be recorded against the Property at the office of the County of Lake, Illinois Recorder of Deeds. The Declarant acknowledges that this Declaration is included within the zoning authority of the City in furtherance of these purposes, which is, and is hereby accepted by the Declarant as sufficient basis for this Declaration

C. The City of Highland Park Housing Commission (**"*Housing Commission*"**) was created by the City Council of the City as a municipal corporation organized for the purposes of promoting the development and preservation of decent, affordable housing in the City. Among other activities, the Housing Commission is responsible for overseeing the implementation of the inclusionary housing component of the Zoning Code.

D. The Declarant shares the purposes and goals of the City and the Housing Commission and has agreed to develop and operate the Property not only to obtain those benefits to which all subsequent owners are entitled under this Declaration, but also to further the purposes of the City's zoning regulations concerning affordable housing.

E. The Declarant and each of its successors and assigns recognize the special nature of the terms and conditions of this Declaration, and each of them, with the independent and informed advice of legal counsel, freely accepts these terms and conditions, including those terms and conditions that may affect the leasing and resale of the Property.

F. The Declarant and each of its successors and assigns understand and accept that the terms and conditions of this Declaration further such shared goals over an extended period of time and through successions of owners.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant, for itself and its successors in interest in the Property and/or any part thereof, hereby declares that the Property is and shall be subject at all times to the following:

Section 1. Definitions. Whenever used in this Declaration, the following terms shall have the following meanings unless a different meaning is required by the context:

"Affordable Housing Rental Unit": A dwelling unit constructed on the Property and made available for rent as an "affordable housing" (as that term is defined in Section 33.1133(A) of the City Code) dwelling unit.

"City Code": "The Highland Park Code of 1968," as may be amended from time to time.

"Director": The duly-appointed director of the Department of Community Development of the City.

"Household": All persons who reside or will reside together in an Affordable Housing Rental Unit.

Housing Commission": The Highland Park Housing Commission, a municipal corporation created and operating pursuant to Article XI of Chapter 33 of "The Highland Park Code of 1968," as may be amended from time to time, along with its successors and permitted assigns and designees; or such other individual or entity as may be authorized in advance and by resolution duly adopted by the corporate authorities of the City.

"Maximum Monthly Rent": The maximum monthly rent, including utilities that may be charged to a Qualified Tenant for the occupancy of an Affordable Housing Rental Unit, as set forth in the pricing schedule published by the City pursuant to Section 150.2155(C) of the Zoning Code.

"Tenant": Any tenant of an Affordable Housing Rental Unit in the subject property.

"Zoning Code": The "City of Highland Park Zoning Ordinance of 1997," as may be amended from time to time.

Section 2. Term; Recordation. The covenants, conditions, and restrictions in this Declaration shall continue in full force and effect with respect to the Property and the Affordable Housing Rental Units in perpetuity, or as long as permissible by law, unless the Housing Commission records in the land records an instrument specifically stating that these covenants, conditions, and restrictions shall be terminated or amended. This Declaration shall be recorded by the Declarant in an order and manner to assure that the Declaration shall be first recorded and not subject or subordinate to any mortgages, liens, or any other similar encumbrances.

Section 3. Identification of Rental Units.

The Declarant designates the following dwelling units on the Property as Affordable Housing Rental Units subject to the provisions and controls of this Declaration:

Address: _____, Highland Park, IL 60035

Unit: #___ Number of Bedrooms: __

Section 4. Leasing. Except as expressly permitted in this Declaration, at no time shall an Affordable Housing Rental Unit be leased or subleased to, or occupied or held by any person who is not a Qualified Tenant, as defined in Section 4 of this Declaration.

Section 5. Qualified Tenant. Except as provided in Section 5.C of this Declaration, for purposes of this Declaration, a "**Qualified Tenant**" is a Tenant who meets the requirements of Sections 5.A and 5.B of this Declaration.

A. Income. The maximum "household" income of the Tenant, at the time it leases, subleases, occupies, or holds an Affordable Housing Rental Unit, must not exceed the income requirements specified below, as measured according to the then-applicable Chicago area median income, adjusted for household size, as published from time to time by the U.S. Department of Housing and Urban Development ("**HUD**") or any successor thereof under Section 8 of the United States Housing Act of 1937, as amended. In the event the Chicago area is redefined so as to eliminate Lake County, Illinois, then the parties shall utilize the median gross income published by HUD for the newly created metropolitan area defined by HUD that does include Lake County, Illinois. The maximum household income must be calculated according to the limitations set forth in this Section 5.A and the income of the existing Tenants in the other Affordable Housing Rental Units on the Property, as determined pursuant to Section 5.F of this Declaration.

One-third (1/3) of all two-bedroom rental units leased to households with gross incomes from zero percent to 50 percent of the Chicago area median income (average 45% area median income).

One-third (1/3) of all three-bedroom rental units leased to households with gross incomes from zero percent to 50 percent of the Chicago area median income (average 45% area median income).

Two-third (2/3) of all two-bedroom rental units leased to households with gross incomes between 51 percent and 80 percent of the Chicago area median income (average 60% area median income).

Two-third (2/3) of all three-bedroom rental units leased to households with gross incomes between 51 percent and 80 percent of the Chicago area median income (average 60% area median income).

B. **Written Lease.** The Declarant shall enter into a written lease with each Qualified Tenant of an Affordable Housing Rental Unit, which shall be for a period of one year (except as may be approved in advance by the Housing Commission or its designee) and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of the lease.

C. **Lease Provisions.** The Declarant shall include, in leases for all Affordable Housing Rental Units, provisions that: (1) the household is subject to annual income-qualification recertification annually, pursuant to Section 5.F of this Declaration; and (2) the tenancy of the household will be immediately terminated should one or more of the household's members misrepresent any material fact regarding the household's income qualification, or refuse or fail to cooperate in the recertification process.

D. **Nondiscrimination.** The Declarant shall not discriminate or segregate in the use, enjoyment, occupancy, conveyance, lease or provision of the Affordable Housing Rental Units on the basis of race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, or unfavorable discharge from military service.

E. **Maximum Rents.** Prior to initial occupancy of the units and annually thereafter, the Declarant shall submit to the Housing Commission or its designee a proposed schedule of monthly rents for the Affordable Housing Rental Units, which monthly rents: (1) shall not exceed the applicable Maximum Monthly Rent; and (2) shall be subject to the approval of the Housing Commission or its designee for compliance with the requirements of applicable laws and regulations (including, without limitation, any technical or administrative guidelines adopted by the Director pursuant to Section 150.2185 of the Zoning Code). The Declarant may not charge a rent in excess of the rents set forth in the schedule approved pursuant to this Section 5.E, except: (i) as permitted pursuant to Section 5.F of this Declaration; or (ii) upon approval by the of the Housing Commission or its designee. The Declarant acknowledges and agrees that the Maximum Monthly Rent is an upper limit on the rent that may be charged, but shall not be construed as a guarantee that any Affordable Housing Rental Unit will be rented at that price.

F. **Annual Income Re-certification of Tenants.** The Declarant authorizes the Housing Commission or its designee to determine whether a Tenant of an Affordable Housing Rental Unit meets the income requirements set forth in Section 5.A of this Declaration, both at the time of the initial leasing of an Affordable Housing Rental Unit to such Tenant, and annually throughout the term of any such initial or renewal lease. Income re-certification shall be based upon the then-current household income of such Tenant. In the event that the household income of an existing Tenant exceeds the maximum income limitations set forth in Section

5.A of this Declaration, such Tenant may remain in occupancy of the Affordable Housing Rental Unit, but only if the rent charged to such Tenant is revised to a monthly amount up to but not exceeding 30% of the Tenant's adjusted monthly gross household income for rent and utilities. In no other circumstance may any Affordable Housing Rental Unit be leased to a Tenant at an amount in excess of the rent schedule approved pursuant to Section 5.E of this Declaration. In the event that the household income of an existing Tenant declines below the minimum income necessary for the previously-applicable tier of area median income, then if there is or will be an Affordable Housing Rental Unit available at the newly-applicable tier of area median income, the Declarant shall re-classify the Tenant into the newly-applicable tier of area median income, and revise such Tenant's rent in accordance with the applicable Maximum Monthly Rent for such tier. If no such Rental Unit is available in the newly-applicable tier of area median income, Declarant may, but shall not be required, to reduce such Tenant's rent until such time as a lower-priced Affordable Housing Rental Unit becomes available.

G. **Compliance with Inclusionary Housing Plan.** The leasing and operation of the Affordable Housing Rental Units must comply with the approved Inclusionary Housing Plan attached to this Declaration as **Exhibit B**.

H. **Parking Fees.** As set forth in the Inclusionary Housing Plan, Declarant: (1) must allocate and make available one two-car garage to the tenants of each Affordable Housing Rental Unit, at no additional cost to the tenants; and (2) may charge off-street parking fees for any additional off-street parking spaces to the residents of the Affordable Housing Rental Units on the Property at the same market rate charged to the tenants of the market-rate dwelling units.

Section 6. Tenant-Occupied Residence. Each Tenant shall at all times occupy the Affordable Housing Rental Unit as the Tenant's principal residence for at least eight months of each year of the lease, and for any incidental activities related to such residential use, provided such other use is in compliance with zoning and all other requirements of law. The Affordable Housing Rental Unit may not be occupied for any period of time by any person other than Tenant and members of the Tenant's Family (as defined in the Zoning Code), without the express written consent of the Housing Commission, which consent need not be given if, in the Housing Commission's sole judgment, the occupancy would not further the purposes of this Declaration. The occupancy of each Affordable Housing Rental Unit with a quantity in excess of the maximum established pursuant to the City Code shall be grounds for termination of the lease for such Affordable Housing Rental Unit.

Section 7. Recordkeeping Requirements. The Declarant shall maintain copies of: (a) all leases governing the rental of the Affordable Housing Rental Units as may be executed throughout the Term of this Declaration; and (b) all initial and annual income certification(s) of the Tenants of the Affordable Housing Rental Units. The Declarant shall promptly furnish such information about the Affordable Housing Rental Units as the Housing Commission or its designee may reasonably request from time to time, for example, the identity of each Tenant and of each member of the Tenant's Household living in the Affordable Housing Rental Unit, the rent that the Tenant pays for the Affordable Housing Rental Unit, the condition of the Affordable Housing Rental Unit, and any other information that the Housing Commission or its designee in good faith

deems relevant, all for the purpose of assuring compliance with this Declaration. Specifically, and without limitation of the foregoing, upon request by the Housing Commission or its designee, the Declarant shall provide copies of records documenting the annual and monthly gross income of each resident occupying an Affordable Housing Rental Unit. In addition to the foregoing, the Declarant shall keep such additional records and prepare and submit to the Housing Commission or its designee such reports as the Housing Commission or its designee may deem necessary to ensure compliance with the requirements of this Declaration and the applicable provisions of the Zoning Code (including, without limitation, Article XXI thereof).

Section 8. Property Maintenance. The Declarant, and its successors and assigns, covenant to maintain the Property in good order, repair and condition and in compliance with all laws, regulations, ordinances, codes and orders, now existing or hereafter enacted, regarding the habitability of the Property and in full compliance with all other federal, state, and local requirements. For good cause shown, the Housing Commission, acting through the Director or any other City employee designated by the Housing Commission, may inspect any portion of the Affordable Housing Rental Units provided the Director or such other designated employee shall have made reasonable efforts to give advance oral notice to the Declarant.

Section 9. Liens. The Declarant shall not permit any statutory or similar lien to be filed against the Property and to remain in effect for more than 60 days after it has been filed. The Declarant shall cause any such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or as otherwise permitted by law. The Declarant may, at Declarant's expense, contest the validity of any such asserted lien, provided the Declarant has furnished to the Housing Commission a bond in an amount reasonably determined by the Housing Commission as sufficient to release the Property from such lien.

Section 10. Intent and Purpose. The Declarant and each other person, including any mortgagee, hereafter holding any interest in the Property acknowledges that the reservations and grant of the agreements, covenants, and restrictions contained in this Declaration are for public purposes. It is the intent and purpose of the Declarant and the City that the Affordable Housing Rental Units be held and occupied by Qualified Tenants throughout the term of this Declaration. This Declaration and all undertakings pursuant hereto shall be construed and administered in light of said intent and purpose.

Section 11. Notice of Transfer. Not less than 30 days prior to the transfer or sale of any ownership interest in all or any portion of the Property, the Declarant, or the transferor or seller of such interest, as the case may be, must provide written notice to the Housing Commission of the proposed date of transfer or sale, the name or names of the transferees or buyers, and the nature and amount of the interest in the Property proposed to be transferred or sold.

Section 12. Events of Default and Enforcement.

A. Event of Default. If the Declarant or any person bound by this Declaration defaults in the performance or observance of any covenant, agreement or obligation under this Declaration, and if such default remains uncured for a period of 90 days immediately after notice specifying such default and the actions required to correct the same shall have been given by the Housing Commission to the Declarant or other such person, then such uncured breach or default shall constitute an "**Event of Default**" hereunder.

B. Any Action at Law or in Equity. Upon the occurrence of an Event of Default hereunder, the Housing Commission may take whatever action at law or in equity or otherwise, whether for specific performance of any covenant in this Declaration or such other remedy as may be deemed most effectual by the Housing Commission to enforce the obligations of the Declarant and all persons bound under this Declaration (including, without limitation, the appointment of a receiver to own and occupy the Property in compliance with this Declaration), or the institution and prosecution of any action or proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation or to enforce compliance or to recover monetary damages caused by such violation or attempted violation.

C. Specific Performance; Appointment of Receiver. In addition to any and all other available remedies, the Declarant hereby consents and agrees that any one or more of the following remedies shall be available upon the occurrence of an Event of Default hereunder:

1. **Specific Performance.** The Declarant hereby acknowledges and agrees that specific performance of the covenants and requirements of this Declaration shall be necessary to achieve the intent hereof, and that no appropriate remedy at law would be available upon an Event of Default hereunder, or if available, any such remedy would be inadequate to implement the public purposes hereof, and that the Housing Commission would be irreparably injured by the Declarant's (or other bound person's) failure specifically to perform the covenants and requirements hereof; therefore, notwithstanding anything to the contrary stated in this Declaration, the Housing Commission will have the right to seek specific performance of any of the covenants and requirements of this Declaration or an order enjoining any violation of this Declaration, voiding any rental or leasing arrangement, any contract for sale, or any sale or other transfer or conveyance of the Property in violation of this Declaration.

2. **Appointment of Receiver.** Declarant, for itself and its successors and assigns, hereby agrees that the appointment of a receiver may be necessary to prevent waste to the Property following an Event of Default under this Declaration. The Housing Commission may require the appointment of such a receiver.

D. Reimbursement; Damages. In addition to any and all applicable remedies, the Housing Commission may require that the Declarant or any person bound by this Declaration, in the Housing Commission's sole discretion:

(i) pay damages to the Housing Commission in an amount equal to the difference between (a) the fair market value of the Property free of the restriction imposed by this Declaration, and (b) the fair market value of the Property subject to this Declaration (assuming the same to be perpetual for such purpose),

(ii) in the case of any rental or leasing which violates this Declaration, pay damages equivalent to the rent charged during the existence of the violation, and

(iii) in the case of a conveyance or other transfer of the Property which violates this Declaration, pay damages for the cost of creating or obtaining other comparable dwelling units to replace the Affordable Housing Rental Units in the event the Unit or Units can no longer be affordable housing for a Qualified Tenant.

E. Indemnification. The Declarant hereby agrees to pay, indemnify and hold the Housing Commission, and the City harmless from any and all reasonable costs, expenses and fees, including all reasonable attorneys' fees which may be incurred by the Housing Commission or the City in enforcing or attempting to enforce this Declaration following an Event of Default on the part of the Declarant hereunder or its successors or assigns, whether the same shall be enforced by suit or otherwise or incurred by the Housing Commission or the City as a result of such Event of Default, together with all reasonable costs, fees and expenses which may be incurred in connection with any amendment to this Declaration or otherwise by the Housing Commission or the City at the request of the Declarant.

F. Cumulative Remedies. No remedy conferred upon or reserved to the Housing Commission or the City by this Declaration is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Declaration or any related documents, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this Declaration shall impair any such right or power or shall be construed to be a waiver thereof.

Section 13. Appointment/Revocation of Authorized Person by the Housing Commission. In addition to the Director, the Housing Commission may from time to time appoint and revoke the appointment of one or more persons (who may but need not be City employees and who may be natural or legal persons) who shall have the authority to exercise the Housing Commission's other rights under this Declaration to the extent stated in the applicable authorizing resolution. Such appointments shall be made (or revoked) only by resolution passed by the Housing Commission.

Section 14. Miscellaneous.

A. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when mailed by certified mail, return receipt requested, postage prepaid, or dispatched by telegram or telecopy (if confirmed promptly telephonically and in writing by the sender of such telecopy and if receipt of such telecopy is confirmed in writing by the intended recipient), addressed as follows:

If to the Housing Commission:

City of Highland Park Housing Commission
c/o Director, Department of Community Development
1150 Half Day Rd.
Highland Park, IL 60035

If to the Declarant:

The Habitat Company LLC,
_____
_____, Illinois _____
Attention: _____

The Housing Commission and the Declarant may, by notice recorded in the land records of the County of Lake, Illinois, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent.

B. Running with the Property. The Declarant intends, declares and covenants, on behalf of itself and all future owners and occupants of the Property during the term of this Declaration, that this Declaration and the covenants, restrictions and charges set forth in this Declaration regulating and restricting the use and occupancy of the Property (i) shall be covenants running with the Property, encumbering the Property, for the term of this Declaration, binding upon the Declarant and its successors in title and all subsequent owners and occupants of the Property, including any purchaser, grantee, owner or lessee of the Property and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any such purchaser, grantee, owner or lessee and of any such other person or entity having any right, title or interest therein, for the term of this Declaration, and (ii) are not merely personal covenants of the Declarant, and (iii) shall bind the Declarant (and the benefits shall inure to the City) and their respective successors and assigns during the term of this Declaration. The Declarant, for itself and its successors and assigns, agrees that any and all requirements of the laws of the State of Illinois to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the Property shall be deemed to be satisfied in full, and that any requirements of privity of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to ensure that these restrictions run with the land. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or interest therein shall contain an express provision making such conveyance subject to the covenants, restrictions, charges and easements contained herein; provided, however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants, restrictions, charges and easements regardless of whether or not such covenants, restrictions, charges and easements are set forth or incorporated by reference in such contract, deed or other instrument.

C. Governing Law. This instrument shall be governed by the laws of the State of Illinois without regard to principles of choice or conflict of laws.

D. Release, Modification or Amendment. This Declaration may not be released, modified or amended without the prior written consent of the Housing Commission. The Declarant shall duly record such release, modification or amendment, including said prior written consent of the Housing Commission, in the land records of the County of Lake, Illinois and bear the costs of such recordation.

E. Captions. The captions and headings in this Declaration are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Declaration.

F. Survival of Enforcement Rights. Notwithstanding the definition of Declarant contained in this Declaration, the rights of enforcement for violations of this Declaration shall survive any subsequent sale or transfer of the Property.

G. No Subordination. The rights and obligations created by this Declaration are intended to never, under any circumstance, be subordinate to or capable of subordination to the financial or other property interest of any third party acquiring rights in the Property after the recording of this Declaration.

H. Severability. If any provision of this Declaration or the application thereof to any person or circumstances is held to be invalid or unenforceable by any decision of any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision of this Declaration, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable. If any provision of this Declaration is held to constitute a violation of the rule against perpetuities, that provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Joseph Biden, President of the United States, plus 21 years thereafter.

I. Patriot Act. Each party represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each party hereby agrees to defend, indemnify, and hold harmless the other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has executed, sealed and delivered this Declaration, as of the date first set forth above.

Declarant:

THE HABITAT COMPANY, LLC

By: _____

Print: _____

Title: _____

Date: _____

STATE OF ILLINOIS)

) SS

COUNTY OF LAKE)

This instrument was acknowledged before me on _____, 202_, by _____,the _____ of **THE HABITAT COMPANY, LLC**, an Illinois limited liability company.

_____
Signature of Notary

SEAL

LENDER'S CONSENT AND SUBORDINATION

_____ (and its successors and assigns, **"*Mortgagee*"**), is the holder of a certain note made by The Habitat Company, LLC and secured by the following documents, each from The Habitat Company, LLC and recorded with the Lake County Recorder of Deeds as indicated (collectively, the **"*Mortgage*"**):

[***Describe all applicable mortgage agreements, notes, and other related documents, each by date of execution, date of recordation, and recorded document number***]

Mortgagee hereby consents to the execution and recording of the above and foregoing Affordable Unit Declaration of Covenants, Conditions, and Restrictions (the **"*Declaration*"**), and hereby subjects and subordinates the Mortgage to the provisions of the Declaration.

IN WITNESS WHEREOF, Mortgagee has caused this Consent and Subordination to be signed by its duly authorized officer on its behalf on this _____ day of _____, 202_.

MORTGAGEE:

By: _____
Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, _____, a notary public in and for the County in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of _____, _____, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation and _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 202__.

_____
Notary Public

EXHIBIT A

Legal Description of the Property

The subject property, commonly known as 1660 and 1700 Old Deerfield Road, Highland Park, IL, is legally described as:

Parcel 1:

Lots 10 Through 13, Both Inclusive, In Deer-Ridge Industrial Subdivision, Being Part Of Section 27, Township 43 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded November 27, 1968 As Document No. 1402659, In Lake County, Illinois.

Parcel 2:

Lots 2 And 3 In Cherry's Resubdivision, Being Part Of Section 27, Township 43 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded January 29, 1971 As Document No. 1489161, In Lake County, Illinois.

PINs: 1627302009; 1627302008; 1627401003; 1627401002; 1627401001; 1627122001; 1627302007; 1627302006; and 1627302005

EXHIBIT B

Inclusionary Housing Plan

EXHIBIT I

AMENDMENT TO RESTRICTIVE COVENANT

This document was prepared by and
after recording should be returned to:

DLA Piper LLP (US)
Attn: Katie Jahnke Dale
444 W Lake, Suite 900
Chicago, IL 60606

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS ("***Amendment***") is made and entered into as of the ___ day of _____ 2026, by [THE HABITAT COMPANY LLC], a Delaware limited liability company ("***Owner***").

RECITALS:

A. The Owner is the record title holder of that certain real property legally described in **Exhibit A** which is attached hereto and incorporated herein by reference (the ***"Property"***).

B. The Property is subject to that certain Declaration of Protective Covenants recorded against the Property on January 26, 1965 as Document No. 1252519 with the Recording Division of the office of the Lake County Clerk (the "***Declaration***").

C. The Declaration states that there will be no entrance or exit for vehicular traffic on Deerfield Road closer than 200 feet from Ridge Road.

D. The Declaration may be modified by the agreement of the Owner and the City of Highland Park (the "***City***").

E. The Owner proposes to redevelop the Property consistent with that certain Special Use Ordinance No. _____, as may be amended (the "***Development***"), which includes ingress and egress locations inconsistent with the Declaration.

F. To enable the construction of the Development on the Property, the City has agreed to this Amendment, which agreement is reflected in that certain Development Agreement between the City and the Owner dated _____ and recorded as Document ____ with the Recording Division of the office of the Lake County Clerk.

NOW, THEREFORE, the Owner declares, covenants and agrees as follows:

Section 1. Recitals. The Recitals set forth above are hereby incorporated into and made a material part of this Amendment.

Section 2. Declaration Amendment. Section 5 of the Declaration is hereby amended to read as follows:

"5. That there be no entrance or exit for vehicular traffic on Deerfield Road closer than approximately 150 feet from said Ridge Road."

Section 3. Miscellaneous. This Amendment runs with the land, and is binding upon, the Owner and their respective successors and assigns. Except as provided in this Amendment, all the terms and provisions of the Declaration shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written.

ATTEST:	_____**,** a Delaware limited liability company
By: _____	By: _____
Its: _____	Its: _____

ACKNOWLEDGMENTS

STATE OF _____)
) SS.
COUNTY OF ____)

This instrument was acknowledged before me on _____, 2026, by _____, the Authorized Signatory of _____**,** a Delaware limited liability company, and by _____, the _____ of said limited liability company.

Given under my hand and official seal this ____ day of _____, 2026.

_____
Notary Public

My Commission expires:_____

SEAL

DRAFT

EXHIBIT A

Legal Description

Parcel 1:

Lots 10 Through 13, Both Inclusive, In Deer-Ridge Industrial Subdivision, Being Part Of Section 27, Township 43 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded November 27, 1968 As Document No. 1402659, In Lake County, Illinois.

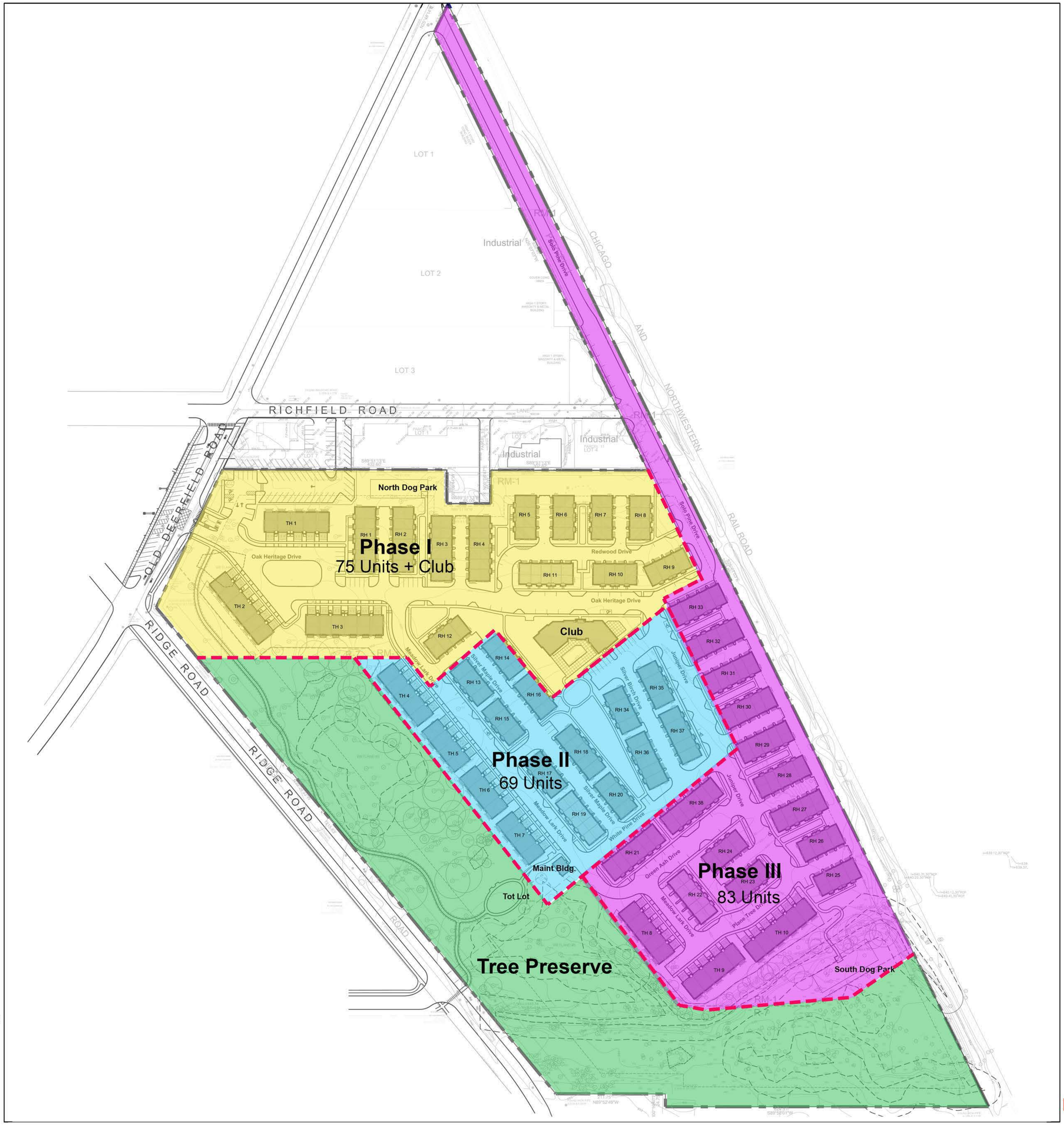
Parcel 2:

Lots 2 And 3 In Cherry's Resubdivision, Being Part Of Section 27, Township 43 North, Range 12 East Of The Third Principal Meridian, According To The Plat Thereof Recorded January 29, 1971 As Document No. 1489161, In Lake County, Illinois.

PINs: 1627302009; 1627302008; 1627401003; 1627401002; 1627401001; 1627122001; 1627302007; 1627302006; and 1627302005

EXHIBIT J

PHASING PLAN



HABITAT™

Proposed Construction Phasing
HIGHLAND PARK TOWNHOMES
Highland Park, IL

BSB DESIGN
BSBDESIGN.COM

Date: February 5, 2026

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) ©

The Residences of Highland Park Phasing Plan

Phasing Plan for Select Improvements

Phase I

Public Improvements at Police Station
Old Deerfield Rd Road Improvements
Devonshire Ct. Crosswalk
Cavell Crosswalk
Wintrop Crosswalk
Clubhouse Construction Start
14 Space Police Parking Lot
28 Industrial Easement Parking

Buildings	
RH	1
RH	2
RH	3
RH	4
RH	5
RH	6
RH	7
RH	8
RH	9
RH	10
RH	11
RH	12
TH	1
TH	2
TH	3

Phase II

West Tot Lot
Woodland Path

Buildings	
RH	13
RH	14
RH	15
RH	16
RH	17
RH	18
RH	19
RH	20
RH	34
RH	35
RH	36
RH	37
TH	4
TH	5
TH	6
TH	7

Phase III

RH	21
RH	22
RH	23
RH	24
RH	25
RH	26
RH	27
RH	26
RH	29
RH	30
RH	31
RH	32
RH	33
RH	38
TH	8
TH	9
TH	10

Access Road (including 12 public on-street Parking Spaces)

EXHIBIT K

SOUND ATTENUATION STUDY

Shiner Acoustics, LLC
Acoustical Engineers
225 W Washington St. - Suite 1625, Chicago, Illinois 60606
Phone 312 849-3340 Fax 312 849-3344 www.shineracoustics.com

The Habitat Company
350 W Hubbard Street, Suite 500
Chicago, IL 60614

January 12, 2026

Attn: Mr. Zack Zalar
Vice President of Investments

Re: Highland Park Townhomes
Building Envelope Sound Attenuation, r2

Dear Mr. Zalar:

Summary

Regarding the design of the Highland Park Townhomes, at 1700 Old Deerfield Road, we understand that the city of Highland Park has requested specifications for sound mitigation measures for the townhomes nearest to the northern and eastern property lines of the Property.

The building envelope of these townhomes, and specifically the acoustical performance of the windows and patio doors, will be specified so that interior noise levels will not exceed a day-night average sound level (Ldn or DNL) of 45 dBA. This is based upon HUD design standards regarding transportation noise affecting residential properties. The specific glazing assemblies to be used, including performance in terms of sound transmission class (STC) and outdoor-indoor transmission class (OITC), will be based on long term sound measurements (72 hours) taken at the project site. These measurements are anticipated to be completed in February of 2026.

The current design plan is to include enhanced window and door assemblies for units facing the rail line to the east and for the units facing the existing industrial property to the north. These enhanced assemblies would wrap the corners of all affected units to include the entire affected residential unit, as indicated in the attached Figure 1.

Based on past experience, it is anticipated that the enhanced glazing assemblies will meet a minimum STC rating of 32, and a minimum OITC rating of 26. Although, depending upon the noise levels measured on site, these may be increased to STC 34 and OITC 29 by utilizing assemblies that include laminated glass.

Comparable Noise Ordinances

As requested, we have compared the City of Highland Park Noise Ordinance with the limits set forth by the Illinois Pollution Control Board (IPCB) noise regulations (35 Ill. Adm. Code 901.102 and 901.103). Highland Park's noise ordinance is based upon octave bands that are no longer standard. We have converted these octave band values to current standard octave bands as per the procedure set forth in ANSI S1.11-1966 "Specification for Octave, Half-Octave, and Third-Octave Band Filter Sets", Appendix A. These converted maximum allowable octave band values are shown below, in Table 1.

Table 1: Highland Park maximum allowable property line noise levels (dB)

Octave Band Center Frequency	Non-residential Property Line	Residential Property Line	Delta
63 Hz	72	66	6
125 Hz	64	53	11
250 Hz	60	47	13
500 Hz	53	42	11
1000 Hz	47	37	10
2000 Hz	45	35	10
4000 Hz	42	33	9
8000 Hz	39	31	8

The IPCB sets forth similar limits for noise emitted to Class B (commercial) and Class A (residential) land. No limits are defined for noise emitted to Class C land. The limits set forth by the IPCB for Class A land have separate values for daytime and nighttime hours. It should be noted that "daytime" is considered by the IPCB to be 7:00 AM to 10:00 PM. The IPCB limits are shown below, in Table 2. Nighttime residential limits are the most stringent. Therefore, the Delta shown in Table 2 is based upon these values.

Table 2: IPCB maximum allowable property line noise levels (dB)

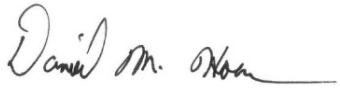
Octave Band Center Frequency	Class C to Class B	Class C to Class A (daytime)	Class C to Class A (nighttime)	Delta
63 Hz	79	74	67	12
125 Hz	74	69	62	12
250 Hz	69	64	54	15
500 Hz	63	58	47	16
1000 Hz	57	52	41	16
2000 Hz	52	47	36	16
4000 Hz	48	53	32	16
8000 Hz	45	40	32	13

Given that the land on which these new townhomes will be constructed will now be a residential property, rather than non-residential, window and door assemblies will be specified such that the transmission loss (TL) achieved in each octave band will exceed the maximum non-residential to residential delta of 16 dB.

Please do not hesitate to contact us should you have any questions or concerns regarding the control and mitigation of environmental noise sources affecting these residential units.

Sincerely,

Shiner Acoustics, LLC



Daniel M. Horan, INCE
Partner

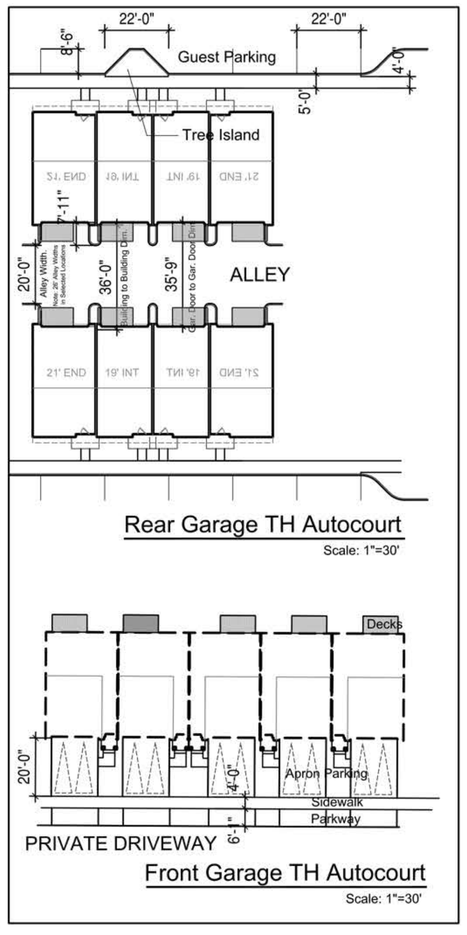
DMH/dh
Attachment: Figure 1 (marked up site plan)

EXHIBIT L

SITE ILLUSTRATIVE PLAN AND QUANTITATIVE SUMMARY

QUANTATIVE SUMMARY	
Three St. Rear Garage TH	177 Homes
Three St. Front Garage TH	50 Homes
Total Homes	227 Homes
Site Area	
RM-1 (Gross Bldg. Area)	839,265 sf
RM-1 (Driveway Area)	118,068 sf
RM-1 (Net Area)	721,097 sf
RM-7 (Net Area)	397,066 sf
INDUSTRIAL	9,435 sf
Total Site Area	1,245,766 sf (28.6 Ac.)
Total Open Space	561,141 sf (45.0%)
Proposed Density	
Total Units	227
SF Lot Area/Unit Proposed (RM-1)	3,176 SF
SF Lot Area/Unit Req. (RM-1)	2,904 SF
Coverage Calculations	
IMPERVIOUS COVERAGE (Tot. Site-R-7/Ind. /RM-1)	
Total Impervious Coverage:	535,835 SF (12.3 acres) .43

PARKING	TOTAL
Garages (All Units Two Car)	454 (2:1 Ratio)
*Garage Apron	100
Internal Surface Parking	107
Parking Subtotal	661 (2.92:1 Ratio)
Public Parking Parking Lot	14
Private Easement Parking Lot	28
Access Drive Parking	12
Parking Total	715
*Front Garage Units	



Sound Mitigation

Site Illustrative Plan and Quantative Summary
HIGHLAND PARK TOWNHOMES
Highland Park, IL

BSB DESIGN
BSBDESIGN.COM

Date: October 20, 2025

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2025 BSB Design, Inc.

Staff Report

Meeting Date: February 9, 2026

Staff Contact: Karl Burhop, Senior Planner

Department: Community Development Department

Title: An Ordinance Approving a Plat of Dedication for City-owned Property as Public Right-of-Way (1677 Old Deerfield Road)

Recommendation:
Staff recommends approval of this Ordinance dedicating a portion of City property (the Police Dept. property at 1677 Old Deerfield Rd.) as right-of-way to the Old Deerfield Rd. right-of-way. Refer to the Planned Development staff report for the related project for full analysis.

Policy Consideration:

Core Priorities:

Economic Development & Vibrancy
This development will create temporary jobs, support permanent jobs, increase tax revenue, and provide additional customers for local businesses.

Infrastructure Investment
This development widens the Old Deerfield Rd. to provide left hand turn lanes at the Old Deerfield Rd. & Richfield Ave. intersection.

Attachments:
1. Dedication Ordinance
2. Dedication Ord. - Exhibit A - Legal Description
3. Dedication Ord. - Exhibit B - Plat of Dedication

City of Highland Park

Ordinance No. _____

An Ordinance Approving a Plat of Dedication for City-owned Property
as Public Right-of-Way
(1677 Old Deerfield Road)

WHEREAS, the City is the owner of that certain parcel of real property commonly known as 1677 Old Deerfield Road, Highland Park, Illinois, and legally described in **Exhibit A** ("***City Property***"); and

WHEREAS, on _____ __, 2026, the City adopted Ordinance No. _____, granting to the Habitat Company LLC ("***Developer***"), among other things, a special use permit for a planned development for the property commonly known as 1660 and 1700 Old Deerfield Road, Highland Park, Illinois ("***Developer Property***"); and

WHEREAS, in order to provide adequate ingress and egress to and from the proposed planned development of the Developer Property, the Developer has requested the City dedicate, for use as public right-of-way, a portion of the City Property depicted in that certain plat of dedication ("***Plat of Dedication***") consisting of one sheet, prepared by Spaceco, with a latest revision date of November 11, 2025, and attached to and, by this reference, made a part of this Ordinance as **Exhibit B** ("***Dedicated Property***"); and

WHEREAS, the Developer has agreed to enter into a development agreement with the City for the development of the proposed planned development of the Developer Property ("***Development Agreement***"); and

WHEREAS, the City desires to dedicate the Dedicated Property for use as public right-of-way; and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City to exercise its home rule authority to dedicate the Dedicated Property and approve the Plat of Dedication, subject to the terms and conditions set forth in this Ordinance;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are hereby incorporated herein and made a part of this Ordinance as findings of the City Council.

SECTION TWO: APPROVAL OF PLAT OF DEDICATION. The City Council hereby approves the Plat of Dedication.

SECTION THREE: EXECUTION OF PLAT OF DEDICATION. The City Council hereby authorizes and directs the execution and seal, on behalf of the City, of the Plat of Dedication.

SECTION FOUR: RECORDATION OF PLAT OF DEDICATION. Upon execution of the Plat of Dedication, as provided in Section Three of this Ordinance, the City Clerk is directed to cause the Plat of Dedication to be recorded in the Recording Division of the office of the Lake

County Clerk; provided, however that the Plat of Dedication shall not be recorded unless and until the Development Agreement has been executed and recorded.

SECTION FIVE: EXERCISE OF HOME RULE AUTHORITY. The City Council hereby declares that the approval and execution of the Plat of Dedication and the adoption of this Ordinance are pursuant to the home rule authority and powers of the City.

SECTION SIX: EFFECTIVE DATE.

A. This Ordinance will be effective only upon the occurrence of all of the following events:

1. Passage by the City Council by a majority vote in the manner required by law; and

2. Execution by the Developer of the Development Agreement, and delivery to the City of the executed Development Agreement, within 90 days after the passage of this Ordinance.

B. In the event that the Developer does not deliver fully executed copies of the Development Agreement within 90 days after the date of final passage of this Ordinance by the City Council, as required by Section 6.A.2 of this Ordinance, the City Council has the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

[SIGNATURE PAGE FOLLOWS]

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

ORDINANCE NO.

_____
Nancy R. Rotering, Mayor

ATTEST:

_____
Ghida S. Neukirch, City Clerk

EXHIBIT A

Legal Description

EXHIBIT B

Plat of Dedication

EXHIBIT A

Legal Description

The property commonly known as 1677 Old Deerfield Rd., in Highland Park, IL, being legally defined as follows:

Plat of Resubdivision 1677 Old Deerfield Road Consolidation Being a Resubdivision in the Northeast Quarter of the Southwest Quarter of Section 27, Township 43 North, Range 12 East of the Third Principal Meridian, according to the plat thereof Recorded May 26, 2004 As Document Number 5569377, in Lake County, Illinois.

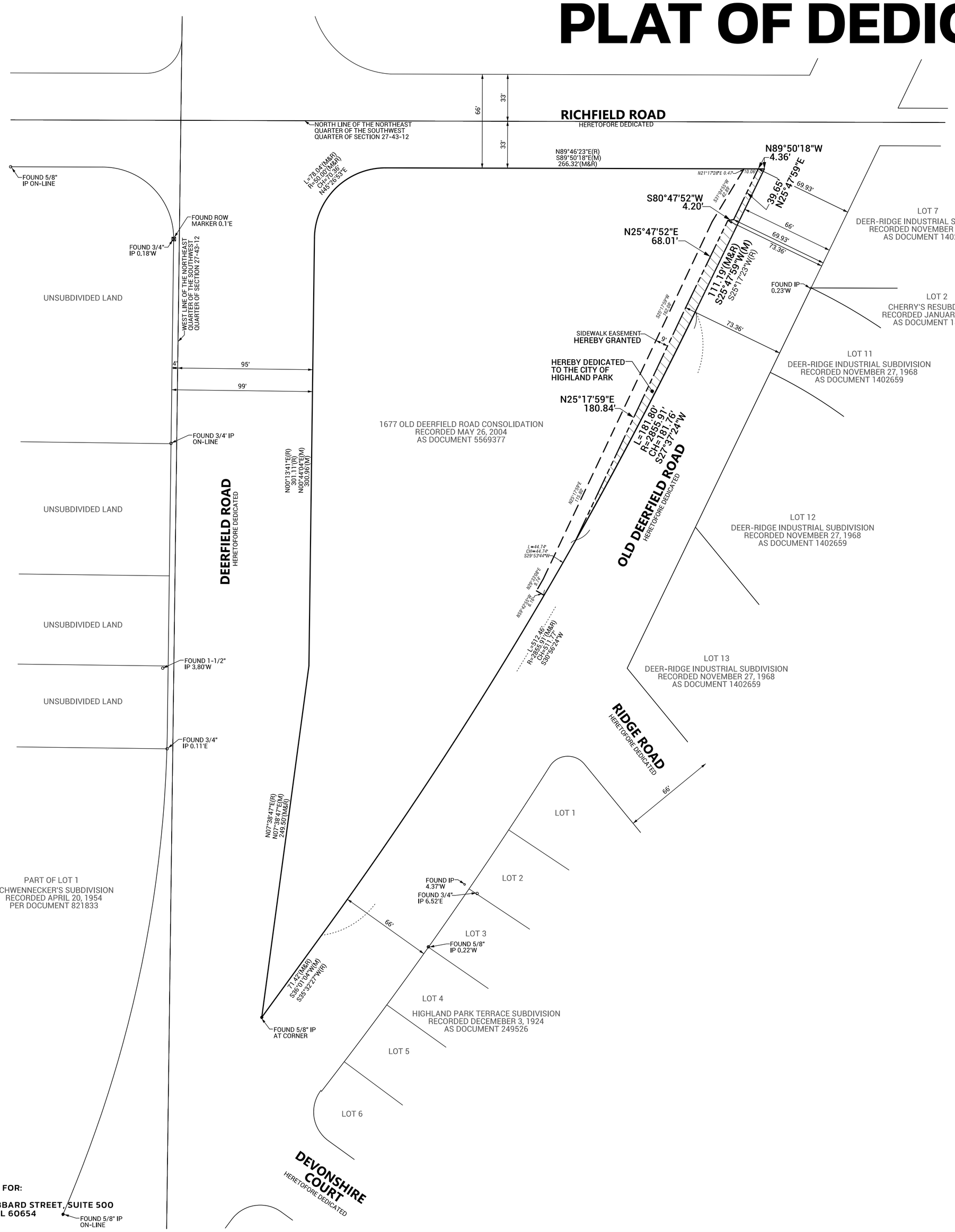
PIN: 1627303002

EXHIBIT B

Plat of Dedication

P.I.N.:
16-27-303-002

PLAT OF DEDICATION



SCALE 1" = 40'
0 40 80

N

BASIS OF BEARINGS:
TRUE NORTH BASED ON GEODETIC
OBSERVATION IL EAST ZONE

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF_____)

THIS IS TO CERTIFY THAT_____ AND _____
IS/ARE OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT IT HAS CAUSED THE SAID PROPERTY TO BE PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE TITLE THEREON INDICATED.

DATED THIS _____ DAY OF _____, A.D. 20 _____.

_____
SIGNED:

_____
PRINTED NAME AND TITLE

_____
SIGNED:

_____
PRINTED NAME AND TITLE

ADDRESS:

_____
_____
_____
_____

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY
AND STATE AFORESAID, DO HEREBY CERTIFY THAT

_____, TITLE _____

_____, TITLE _____

OF _____ WHO IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTORIAL SEAL

THIS _____ DAY OF _____, A.D. 20 _____.

_____
NOTARY PUBLIC

CITY CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

I, _____, MAYOR OF THE CITY OF HIGHLAND PARK, ILLINOIS , DO HEREBY CERTIFY THAT THE PLAT WAS PRESENTED TO, AND BY RESOLUTION, DULY APPROVED BY THE CITY COUNCIL AT ITS MEETING HELD ON THIS DAY IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND THE SEAL OF THE CITY OF HIGHLAND PARK, ILLINOIS

THIS _____ DAY OF_____, A.D. 20 _____

_____
MAYOR, HIGHLAND PARK, IL

_____
PRINTED NAME

ATTEST: _____
CITY CLERK, HIGHLAND PARK, IL

_____
PRINTED NAME

CITY ENGINEERING CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

I, _____, CITY ENGINEER OF THE CITY OF HIGHLAND PARK, DO HEREBY APPROVE THIS PLAT WHICH MEETS THE MINIMUM STANDARDS OF THE CITY.

APPROVED BY THE CITY ENGINEER OF THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS

THIS _____ DAY OF_____, A.D. 20 _____

_____
CITY ENGINEER, HIGHLAND PARK, IL

SIDEWALK EASEMENT PROVISIONS:
(TO BE PROVIDED BY THE CITY OF HIGHLAND PARK)

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

I, _____ COLLECTOR OF THE CITY OF HIGHLAND PARK, ILLINOIS, DO HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS AGAINST ANY OF THE REAL ESTATE INCLUDED IN THE PLAT HEREON DRAWN.

DATED AT HIGHLAND PARK, THIS _____ DAY OF_____, A.D. 20 _____

_____
CITY COLLECTOR, HIGHLAND PARK, IL

PLAN & DESIGN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

APPROVED BY THE PLAN & DESIGN COMMISSION OF THE CITY OF HIGHLAND PARK,

DATED THIS_____ DAY OF_____, A.D. 20 _____

_____
CHAIRMAN

_____
NAME

ATTEST: _____
SECRETARY

_____
NAME

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF LAKE)

I, _____ COUNTY CLERK OF LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST ANY OF THE LAND INCLUDED IN THE DESCRIBED PROPERTY, I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN MY HAND AND SEAL OF THE COUNTY CLERK OF LAKE COUNTY, ILLINOIS

DATED THIS _____DAY OF_____,20_____

_____
LAKE COUNTY CLERK

PROPERTY DESCRIPTION OF AFFECTED PROPERTY:

PLAT OF RESUBDIVISION 1677 OLD DEERFIELD ROAD CONSOLIDATION BEING A RESUBDIVISION IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 2004 AS DOCUMENT NUMBER 5569377, IN LAKE COUNTY, ILLINOIS.

SURVEYOR'S DESIGNATION OF RECORDING

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)
I JORDAN A. LESKOVISEK, A REGISTERED LAND SURVEYOR, IN THE STATE OF ILLINOIS, HEREBY DESIGNATE ANY REPRESENTATIVE OF THE CITY OF HIGHLAND PARK TO RECORD A CERTAIN PLAT OF DEDICATION WITH THE LAKE COUNTY RECORDER OF DEEDS OR REGISTRAR OF TITLES, THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER 765 ILCS 205/2.

_____
JORDAN A. LESKOVISEK, I.P.L.S. No. 035-4056
LICENSE EXPIRES: 11-30-2026

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

WE, SPACECO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001157, DO HEREBY DECLARE THAT THIS PLAT IS PREPARED IN ACCORDANCE WITH OFFICIAL RECORDS FOR THE PURPOSE OF DEDICATING THE ABOVE DESCRIBED PROPERTY FOR ROADWAY PURPOSES.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.

GIVEN UNDER OUR HAND AND SEAL THIS ____ DAY OF_____, 20___ IN ROSEMONT, ILLINOIS.

_____
JORDAN A. LESKOVISEK, I.P.L.S. No. 035-4056
LICENSE EXPIRES: 11-30-2026
jleskovisek@spacecoinc.com

(VALID ONLY IF EMBOSSED SEAL AFFIXED)

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

FOR REVIEW PURPOSES ONLY

PREPARED FOR:
HABITAT
350 W HUBBARD STREET, SUITE 500
CHICAGO, IL 60654

NO.	DATE	REMARKS

NO.	DATE	REMARKS

PLAT OF DEDICATION

1700 OLD DEERFIELD ROAD
HIGHLAND PARK, ILLINOIS

Spaceco
Civil Engineering & Surveying
Rosemont, IL – Morris, IL – Indianapolis, IN
spacecoinc.com

FILENAME:
11395.02DED-01

DATE:
11/25/2025

JOB NO.
11395.02

SHEET
1 OF 1

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